

When you search for the convenience to surf your accounts and transact around the clock and wherever you are, BankMed Electronic Banking Services are the answer to your needs.

With BankMed Internet Banking Service, "MedOnline", you are a click away from surfing your accounts and fulfilling your banking needs, around the world and 24hours a day, 7 days a week. Log in by visiting BankMed website www.bankmed.com.lb.

N.B: For any assistance or inquiry about completing this form please call us on (+961 - 1 - 70 80 90) or visit BankMed Website to contact us online.

Kindly Attach a copy of your Lebanese National Identification Card (ID) or Passport with this form.

Client Bank ID (6 digits)

Client Branch: _____

Client Name
(Account Owner)

First _____

Middle _____

Last _____

My Preferred Username for use with MedOnline is

Usernames are case sensitive and they are 8 to 30 characters long, alpha numeric (A-Z 0-9), with no spaces in between

My e-mail address is: _____

The mobile number on which I wish to receive my events notification is:
Country Code Area Code telephone number

I authorize BankMed to debit any of my current /sight deposit accounts for the applicable MedOnline service charges.

Kindly provide me with MedOnline access for: Inquires Only Inquiries & Transactions

Mailing
Address:

Building: _____ Floor/Apt.: _____ Street: _____

Area: _____ District: _____ Near By: _____

City: _____ Mohafaza: _____ Country: _____

P.O.Box: _____ Zip Code: _____

Kindly, print then sign the below as well as each and every page of the terms and conditions.

By signing here below, I confirm having read & understood the BankMed Electronic Banking Terms and Conditions included herein which I agree to be bound by them.

Client Signature _____ Date: _____

FOR BANK USE ONLY

Assigned MedOnline Password Ref. Number

Assigned MedOnline Client Authentication Card Ref. Number

Application & Client Signature Verified By: _____
Name Signature Date

To: BankMed sal

Dear Sirs,

Reference is made to BankMed Electronic Banking Services Terms & Conditions, (the "Terms & Conditions"),

As we are presently not available to pass to your offices to take delivery of the initial Password and the Matrix card, we hereby request you and authorize you, at our full responsibility and notwithstanding the provisions of clause 2 of the Terms & Conditions, to:

1- Communicate to us the initial Password by email at our email address provided to you; and,

2- To dispatch to us the Matrix card by regular mail at our address provided to you;

We acknowledge the risks associated with such means of communication and release you from any liability in respect thereof.

We appreciate your cooperation.

Best Regards

Name: _____

Signature: _____

BankMed Electronic Banking Services Terms & Conditions

These Terms & Conditions, as amended from time to time, govern the Electronic Banking Services (the "Services") offered to you by BankMed, sal. By applying to and/or by using the Services, you agree to these Terms and Conditions and any subsequent amendments thereto.

1. TERMINOLOGY: In these Terms & Conditions: "Bank", "BankMed", "we", "us" and "our" refer to BankMed sal, (commercial register no. 5261 Beirut, list of banks no. 22); "You", "your" and "yours" refer to you as a Customer of BankMed; "BankMed Card" means a debit, charge, prepaid or credit card issued by BankMed in your name or in the name of a supplementary cardholder designated by you; "Customer" refers to an individual or a legal entity holding an Eligible Account with us or a BankMed Card and utilizing the Services; "Service(s)" refers to, as the case may be, or in the plural collectively to, our Internet Banking Services, ATM Services and Telephone Banking Services, or any other photo-electric or bio-metric means which enable you or any Authorized Person(s) to access your Eligible Accounts for various banking services as from time to time provided by us through such means; "Eligible Account(s)" refers to accounts opened with BankMed as from time to time determined by the Bank to be eligible to be accessed through the Services; "Username" refers to, as the case may be, the combination of letters or letters and numbers corresponding to your username or the username of the Authorized Person(s) (for Internet Banking Services) / number on the BankMed Card (for ATM Services)/ your account ID number (for Telephone Banking Services), which combined with the Password (for Internet Banking Services) / the BankMed Card PIN (for ATM Services) / your phone PIN (for Telephone Banking Services), and other means of identification, allow you to access the Services; "PIN" refers to, as the case may be, to your phone PIN or BankMed Card Pin; "Password" refers to, as the case may be, the confidential code corresponding to your password or password of the Authorized Person(s) (for Internet Banking Services)/ the BankMed Card PIN (for ATM Services) / your phone PIN (for Telephone Banking Services) and that, combined with the Username and other means of identification, enable accessing and carrying out transactions on Eligible Accounts using the Services; "Business Day" refers to a day on which the Bank is open for general business in Beirut; "Transaction(s)" refer to inquiries and transactions made or ordered through the Service(s), by you or by the Authorized Person(s); "Terms and Conditions" refers to these Terms & Conditions, as amended or supplemented by us from time to time; "Matrix" refers to such authentication mean provided for additional identification when using Internet Banking Services; "Authorized Person(s)" refer to such person(s) designated by you, in the application for enrollment to the Internet Banking Service or refer to a supplementary cardholder designated by you in the application for a BankMed Card, or in such other document if acceptable to us, to access your accounts and make Transactions through, as the case may be, the Internet Banking Service or ATM.

2. ENROLLMENT: In order to enroll to the Services, you must: a- be a Customer of the Bank; and, b- hold at least one Eligible Account with BankMed; and, c- have applied to enroll to the Service(s). When applying for the Internet Banking Services, you will be requested to provide us with a Username and we will provide you in a sealed envelope with your initial Password, in addition we will provide you with your Matrix. This may also apply to your Authorized Person(s). When applying for Telephone Banking Services we will provide you, in a sealed envelope, with your phone PIN. When applying for BankMed Card we will provide you and your Authorized Person (if any), in a sealed envelope with your BankMed Card PIN.

3. TYPES OF TRANSACTIONS AVAILABLE THROUGH THE SERVICES: The types of Transactions offered to you through the Services may vary as determined by BankMed, from time to time, at its sole discretion, and depending on the type of Eligible Account. BankMed reserves the right to add, suspend or remove any type of offered Transactions. Some accounts may be eligible to inquiry transaction only or to inquiry and other transactions depending on type of account.

4. TYPES OF ELIGIBLE ACCOUNTS: You acknowledge and agree that: a- The Services will be available on a limited type of Eligible Accounts as determined by the Bank from time to time at its own discretion; b- The Services will be available on Eligible Accounts opened now or in the future; c- BankMed reserves the right to add, suspend or remove any type of Eligible Accounts.

5. REQUIRED EQUIPMENT FOR THE USE OF THE SERVICES: Access to the Services requires, as the case may be, the use of any electronic banking device, a point-of-sale terminal, a computer, internet access, a touch-tone telephone or mobile or other certified equipment offering direct transmission of our Services. We offer you the Services and you are fully responsible for supplying, operating and maintaining the equipment as well as for all the Services and operations and communication costs. If the method of electronic delivery by BankMed changes so as to require additional software, upgrades, plug-ins or additional security features in the hardware or software system used by you or by the Authorized Person(s), you agree to upgrade the hardware or software system to the required standards, otherwise, you will not be able to access the Services. We are not responsible for any errors, failures, or malfunctions of your equipments, or for any computer virus or related problems that may occur with the use of the Services. We reserve the right to change our system requirements from time to time.

6. ACCESS TO THE SERVICE: When accessing the Internet Banking Service you should enter your Username and your Password and you will be required to enter your Matrix value. When accessing the Telephone Banking Service you should enter your account ID number in addition to your phone Pin. When accessing the ATM Service you should enter your BankMed Card and your BankMed Card Pin. We reserve the right to change these accessing requirements if needed and we will inform you of such changes. For further information or enquiry on accessing the Services, please do not hesitate to contact us. In addition, please note that you must read and follow the instructions given to you whether on the Service or in the form of guides or brochures.

7. IDENTIFICATION: The Password and the Username identify you and identify the Authorized Person(s), when accessing the Services. Each of you and the Authorized Person(s) can change his own Password at any time. By using the Password, you agree that the Bank is entitled to rely, without the need for further assurances, that, as the case may be, you or your Authorized Person(s) are personally accessing the Services.

8. ELECTRONIC SIGNATURE: The Password acts as a signature. You agree that all Transactions carried out through the Services are validated by the Password in lieu of signature, said Password shall be considered as a substitute for your signature and legally binding to you.

9. SAFETY OF THE PASSWORD AND USERNAME: You undertake to keep your Username and Password secure and confidential and never place them on or near your computer or equipment. You should memorize your Password. You agree that we may act on any instruction made through the Services when accompanied by your Username and Password. We may deny access to the Services if you do not enter your Password correctly several times. You undertake not to give your Username or Password to anyone. If you do, you will be responsible for any money withdrawn or transferred from your accounts when such person uses your Password. You must change your Password the first time you log to the Internet Banking Service and regularly thereafter and when we ask you to change it.

Client's Signature: _____

10. AUTHORIZED PERSON(S): Authorized Person(s), if any, are designated by you, at your full responsibility. By designating such Authorized Person(s) you are considered granting them a power of attorney to access your accounts and make Transactions through, as the case may be, the Internet Banking Service or ATM or Card, as if made by yourself. You will be responsible to inform the Authorized Person(s) of the content of these Terms and Conditions and to make sure they are abiding by them. When and as applicable in these Terms and Conditions, reference to "You", "your" and "yours" shall apply to your Authorized Persons as well. Each of the Authorized Persons will have access to the Services and to your accounts, at your full responsibility. We are not required to obtain your further consent or notify you about the actions of the Authorized Persons. The Bank's rights are connected to your present authorization which cannot be revoked except, as the case may be, by cancellation of the supplementary card or the termination of the Authorized Person access to the Service. You should also immediately notify the Bank in case of death of the Authorized Person. Such termination or death should be notified in writing to the Bank and the Bank shall have reasonable time to act upon (at least four Business Days after due reception (the "Notification Acting Period")). You shall remain liable for all Transactions carried out through the Services by the Authorized Person prior to the elapse of the Notification Acting Period. The Bank shall have the right to terminate the appointment of Authorized Persons at any time without notification.

11. JOINT ACCOUNT CUSTOMERS: The terms of this Agreement apply to joint accounts but only if these may be operated by a single signing authority (and/or) as defined in Law on Joint Accounts dated 19/12/1961. Each of the joint account holders will have access to the Services, and will have his Username and Password. Each of the joint account holders hereby agrees that the use of the Services by any one owner of a joint account shall be deemed irrevocably authorized by the other owner.

12. CORPORATE CUSTOMERS: If you are a corporate Customer, you should notify the Bank, from time to time, with the names of your authorized representative(s) (the "Authorized Representative(s)"). By designating such Authorized Representatives(s) you certify to the Bank that they have the powers to access your accounts and make Transactions through the Services. The Bank shall consider that the Authorized Representatives(s) are aware of the content of these Terms and Conditions and will abide by them. You agree that the Bank shall be exonerated from any liability in the event where the Services continue to be used and accessed by your Authorized Representatives(s), even though they would have lost this capacity. Therefore, you should immediately notify the Bank in case of death or termination or change of the appointment of the Authorized Representatives(s). Such termination or death should be notified in writing to the Bank and the Bank shall have reasonable time to act upon (at least four Business Days after due reception (the "Notification Acting Period")). You shall remain liable for all Transactions carried out through the Services by the Authorized Representatives(s) prior to the elapse of the Notification Acting Period.

13. HOURS OF ACCESS: You may use the Services any time and from anywhere you have access to the necessary equipments and software. However, the time needed to execute the operations varies depending on the type of the Transaction and the time and the day conducted. You accept that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Services to be available during or outside the Bank's normal operating hours. Given the unique nature of the Internet, the Bank website may be inaccessible from time to time for business or technical reasons. The Bank will not be responsible for any losses or inconvenience caused by these temporary unavailability periods. Should the Services be inaccessible, all financial and banking transactions will be conducted according to traditional branch level limits, hours and account authorities.

14. RECORDS OF TRANSACTIONS: You acknowledge and agree that:

14.1. Transactions can only be made on Eligible Accounts and will be recorded therein.

14.2. Transactions will be reflected also on your regular (monthly, quarterly, semi annually or annually, depending on type of account, or at your request) periodic statements of account which are made available to you either at the BankMed branches or sent to your address.

14.3. Transactions made on ATM Services are also reflected on the confirmation slip provided by the ATM.

14.4. Confirmations regarding Transactions made through Internet Banking Service will be sent to you by e-mail, and will be made available to you in hard copy at our branches upon your request.

14.5. We may or may not provide any other notice of Transactions.

14.6. You can view, enquire and print selected statements for your designated accounts by using the Services.

14.7. Depending on the type and time of a Transaction, the Transaction will be completed and posted to your account either on same Business Day or the next following Business Day or such other later date. Transactions posted to your account as of a certain Business Day may not be reflected in account balances until the next following Business Day.

15. LIMITATIONS ON THE SERVICES USE AND TRANSACTIONS: You acknowledge and agree that: (i) the Services are subject to system requirements and limitations mostly intended to your protection; (ii) Transactions are subject to periodic limitations on amounts and such other limitations and restrictions, as determined by us, from time to time, at our absolute discretion in accordance with our internal policies and procedures. These limitations are also intended to your protection; (iii) we shall have the right to reject executing a Transaction if not in compliance with such policies and procedures and with system requirements; (iv) BankMed has the right and is hereby authorized to block your access to any of the Services at any time, without stating reasons and without prior notification; (v) We shall not be liable to you for any loss or damage in respect thereof.

16. RECORDS AND STATEMENTS OF BANKMED: You hereby declare and agree that the records and statements (including but not limited to, statements of accounts, messages, letters, facsimiles, e-mails, microfilms, computer printouts, confirmations of Transactions) of the Bank shall, in the absence of manifest error or omission, be conclusive, true and binding on you.

17. COMMUNICATIONS: The Bank may transmit or deliver to you, correspondence, notices, requests, and mails including the statements of accounts and confirmations of Transactions (hereinafter referred to as "the Correspondence"). You hereby agree as follows:

17.1. To domicile the Correspondence at the Bank's premises. You may withdraw any such domiciled Correspondence, at any time at your BankMed branch and we may send it to you at any time either upon your request or at our sole discretion. You acknowledge, without any reservations that the Bank is entitled to consider itself as having duly delivered to you any domiciled Correspondence at the date that it bears, by the sole fact that the Bank holds them in its own possession for your benefit. All Correspondence that the Bank retains as per the presents is deemed to have been sent and to have been received on the date it bears. You waive any right to claim against the Bank for only having knowledge of their contents at the time of withdrawal and, consequently, discharge the Bank from any liability resulting from the use of the present hold mail service. We recommend that you check and withdraw your Correspondence so kept with the Bank on regular basis.

17.2. The Bank is also authorized to transmit and issue Correspondence to you or to your representatives either orally (in person or by telephone) or by fax or email or by SMS or in writing or through notary public. Except as otherwise provided herein, if you have any

Client's Signature: _____

objection on the content of the Correspondence, you should notify your objection to the Bank in writing within 15 days following the date of issuance of the Correspondence, failure of which shall entail the Correspondence to be considered as validated and true without any reservation from your part.

17.3. Subject only to the Bank having exercised usual diligence, it shall not be held liable for any loss or damage incurred due to delay, loss, mistake, misunderstanding, alteration or any cause which may result from use of the postal service, telephone, fax, email, or any other means of communication, or from the breakdown or the failure of transmission or communication facilities, or any other cause that is not directly due to the Bank' willful misconduct or gross negligence.

17.4. All written Correspondence by the Bank to you are deemed to have been validly transmitted if sent to the last address, e-mail address and coordinates supplied by you to the Bank. Such address and coordinates shall remain unchanged as long as you have not sent a registered letter with acknowledgement of receipt notifying the change to the Bank, and you will be considered legally and duly notified through any person present at this address who you herein consider as authorized by you to be notified on your behalf.

17.5. All written Correspondence shall be considered legally and duly notified to you upon sending them to this address even if they weren't delivered for any reason namely for changing or closing of the address or should the person present at this address refuse to receive such notification or for any other reason. The date appearing on the copy of Correspondence or on the dispatched list in the possession of the Bank shall be considered to be the date of transmission by the Bank.

17.6. Any and all notices and confirmations of Transactions sent by BankMed to your email address or issued by the ATM will constitute sufficient and effective delivery to you of the information contained therein whether or not you access or review the notice, the Services site or your email, and shall be deemed to have been delivered to you personally, whether actually received or not. It is your sole responsibility to advise BankMed immediately of any changes or updates to the designated email address.

17.7. You understand that the Bank may provide a service where these Terms and Conditions may be entered into electronically, and you agree that your electronic acceptance of these Terms and Conditions will be binding to you as if signed in paper format.

17.8. You understand and agree that the following categories of information ("*Communications*") may be provided by electronic means or by fax: (i) any amendments to these Terms and Conditions, modifications or supplements to them, and you agree to be bound by them. Being noted that your subsequent continuous use of the Services is considered your agreement to such amendments; (ii) Your records of Transactions through the Services, including without limitation confirmations of Transactions; (iii) Any initial, periodic or other disclosures or notices or statements of accounts provided in connection with the Services, including without limitation those required by law; (iv) Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Services; (v) Any other communication related to the Services or to your accounts or to marketing products and services. You acknowledge that your receipt of Communications may be delayed or prevented by factors outside the control of BankMed and that BankMed is not liable for the non-delivery, delayed delivery or misdirected delivery of Communications or for any inaccurate or incomplete content provided in a Communication, your reliance on a Communication or your failure to review the content of a Communication.

17.9. Although BankMed reserves the right to provide Correspondence and Communications in paper format at any time, you agree that we are under no obligation to do so. All Communications in either electronic or paper format will be considered to be "in writing". You should print a paper copy of these Terms and Conditions if enrolled electronically and any subsequent amendments thereto and any electronic Communication that is important to you and retain the copy for your records.

18. UPDATING YOUR RECORDS: You agree to promptly update your registration records and coordinates if your e-mail address or other address or information changes.

19. CONTACTING US: Unless these Terms and Conditions provide otherwise, you can communicate with us through any of our branch locations or by written regular notice. Except as otherwise expressly provided herein, any such communication notice shall be deemed given when duly received by the Bank. We will have a reasonable time to act upon any request received throughout Business Days, and reserve the right to reject any instruction or request received by e-mail, telephone or fax.

20. SECURITY OBLIGATIONS:

20.1. The protection of your information and your accounts is of the highest importance to BankMed and to you. You understand the importance of your role in preventing misuse of your accounts through the Services.

20.2. You should regularly examine your statement of accounts and promptly examine any confirmation of Transaction.

20.3. You should protect the confidentiality of your account and account number, and your Password and Username. You understand that the Password by itself, or together with information related to your account or to your Username, if compromised, may allow unauthorized access to your account.

20.4. You should completely exits the Internet Banking Service before leaving your computer and you should not use the Services in the presence of anyone else. Failing to do so could allow someone else to generate fraudulent activity on your accounts.

20.5. You are aware that public email transmissions and public telephone may not be secure. We request that you do not send us or ask for personal, confidential or sensitive information via any general or public email system or telephone.

20.6. BankMed will not be liable for any the consequences of negligence on your part in respect thereof.

20.7. If you suspect or believe that your Password for the Internet or Phone Banking Service(s) is compromised, lost or theft, you should immediately change it through the relevant Service(s).

20.8. You should notify us immediately if you believe your Username or Password has been lost or stolen or compromised or if your statement shows Transactions that you did not make. Such notification must be immediately confirmed in writing, by e-mail, fax, or letter sent directly to the Bank against acknowledgement of receipt. You shall remain liable for any Transactions carried out through the Services prior to the Bank being notified in writing as herein mentioned. You hereby undertake, should the Bank so require, giving the Bank all the information in your possession as to the circumstances of loss, theft, or compromising, or unauthorized use of the Services and the Bank may disclose such information at its discretion.

20.9. You undertake to follow our instructions given to you on the Services or otherwise, particularly with respect to security.

21. NETWORK DISCLAIMER: You agree that:

21.1. Your use of the Internet will be at your own risk;

21.2. We will not be liable for any errors, defects in, or the non timeliness or lack of authenticity of, any information provided over the Internet;

21.3. We may monitor your e-mail and Internet communications with our employees;

21.4. You may not resell or redistribute any services you receive through the Services, or our other services, or from our suppliers.

Client's Signature: _____

21.5. You acknowledge and agree that neither BankMed nor its suppliers are responsible for the content of your transmissions, which may pass through any Internet Service Provider or over the Internet.

21.6. You agree to take reasonable steps to ensure that you will NOT use the Services provided to you or the Internet for illegal purposes, for transmission of threatening, obscene, or harassing materials, or to interfere with or disrupt other users, services or equipment. Disruptions include, but are not limited to, distributing chain letters or mass mailings of unsolicited e-mail ("spamming"), propagating computer worms and viruses, or using the Services and the Internet to make unauthorized entry to any other machine. Violation of the foregoing may result in termination of your access rights.

21.7. Neither BankMed nor its suppliers will be liable for any damage that you may suffer arising out of use, or inability to use, the Services or products provided hereunder.

21.8. Neither BankMed nor its suppliers will be liable for unauthorized access to BankMed's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of your data files, programs, procedures or information through accident, viruses, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of Bank or its supplier's negligence.

21.9. In no event will BankMed or its suppliers be liable for any other damages, including but not limited to loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection with the use of the Services.

21.10. BankMed makes no representations or warranties regarding the accuracy, functionality, or performance of any third party software that may be used in connection with the Services nor the services provided by its suppliers or service providers.

21.11. BankMed is not responsible for any electronic virus or viruses that you may encounter.

21.12. Without limiting the generality of the above, you acknowledge that network facilities are supported by computer-based component systems and equipments which are vulnerable. You may be exposed to risks associated with the system including the failure of hardware and software, failure of telephone communications or failure of electricity. The result of any system failure may be that your access to the Services may be interrupted or denied, or that a Transaction is either not executed according to your instructions or is not executed at all. You release us from any liability in respect thereof. Also, the Bank shall not be responsible if you were prevented from exercising any of your rights herein due to the closure of Bank during holidays or to the absence of all or some of its employees resulting from an event of *Force Majeure* or strike or war, or any other event having same or similar effect.

22. INFORMATION OVER THE ELECTRONIC BANKING SERVICES: You acknowledge and agree that information regarding you, your Transactions and accounts may be displayed or viewed or requested or given to our correspondents or to your Transactions' counterparties or to regulatory authorities. You also acknowledge and agree that any information pertaining to your accounts or Transactions as reported through the Services may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by us, require verification of the Bank, or are in progress. You agree that the information provided through the Services may not for any purpose whatsoever be taken as conclusive of your account balance or transaction status. We do not warrant the timely accuracy of any information pertaining to your accounts or transactions as reported through the Services.

23. RESPONSIBILITY FOR ERRORS:

23.1. We undertake no obligation to monitor Transactions through the Services to determine that they are made by you. You understand that we rely on your Password, Username and the information provided by you to consider that the Services are used by you, and you authorize us to act accordingly.

23.2. You understand that financial institutions receiving the Bank to bank Transfer instructions may rely on such information. We are not obliged to take any further steps to confirm or authenticate such instructions or information and will act on them without getting further confirmation.

23.3. You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility for losses resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide.

23.4. You agree not to impersonate any person or use a name that you are not authorized to use. If any information you provide is untrue, inaccurate, not current or incomplete, without limiting other remedies, BankMed reserves the right to recover from you any costs or losses incurred as a direct or indirect result of the inaccurate or incomplete information.

23.5. We are not responsible for errors, delays and other problems caused by or resulting from the action or inaction of our counterparties.

23.6. Cancellation and amendments of your instructions and Transactions may not be possible once processed. In some cases, we may be able to process a cancellation or amendment if we were timely notified before the Transaction is processed.

23.7. In the event that your accounts were credited or debited following a non authorized transaction or a transaction processed by error or fraudulently, you hereby authorize us to make the necessary corrections to your account.

24. LIMITATION OF WARRANTY & LIMITATION OF LIABILITY:

24.1. Notwithstanding our efforts to insure that the Services are secure, you acknowledge that the Internet (particularly) and the electronic services (generally), are inherently insecure and that all data transfer, including electronic mail, occur openly and potentially can be monitored and read by others.

24.2. We cannot and do not warrant that all data transfers utilizing the Internet Banking Services or other Services, or e-mail transmitted to and from us, will not be monitored or read by others.

24.3. We make no representation, warranty or endorsement with respect to: (a) information placed on the Internet by you or by third parties; (b) the security or continued availability of the Internet or of any Internet web site, including without limitation our web site; or (c) the services, products or information made available over the Internet by others whose sites may be accessed, directly or indirectly, as a result of our Services.

24.4. We make no warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose, in connection with the Services provided to you under these Terms and Conditions.

24.5. We do not and cannot warrant that the Services will operate without errors, or that any or all Services will be available and operational at all times.

24.6. We do not warrant the timely accuracy of any information pertaining to your accounts or transactions as reported through the Services.

Client's Signature: _____

24.7. In addition to the other circumstances referred to in these Terms and Conditions, and without in any way limiting the above or the foregoing, the following are examples of circumstances in which we will NOT be liable to you for loss or damage resulting from the use of the Services. These examples include (but are not limited to): (1) acting on an instruction which has been validly authenticated as coming from you but which was subsequently proven that it was given by someone else; (2) if you do not have adequate money in an account to complete a Transaction from that account, or if that account has been closed; (3) if you have not properly followed the instructions on how to make a Transaction; (4) if you have not given us complete, correct and current instructions so that we can process a Transaction; (5) if you do not make proper use of the Services or if you do not abide by the limitations and restrictions imposed by the Services; (6) any inaccuracy of any information or amount retrieved by us from the accounts as per your instructions; (7) any breach of security caused by you or by a third party.

24.8. The Bank shall not be liable for any loss, claim, damage, liability or expense caused directly or indirectly by government, regulatory restrictions or regulations, service dealers, suspension of facilities, war, strikes, equipment malfunction or other conditions or events (whether similar or dissimilar to the above) beyond the Bank's control. The Bank shall not be obliged to take or refrain from taking any action which it becomes beyond its power to take or refrain from taking.

24.9. For the avoidance of doubt, you acknowledge that except for loss or damage directly caused by our gross negligence or our willful default, we will not be liable for any direct, indirect, incidental, special, consequential or punitive damages of any kind resulting from the use of or the inability to use the Services.

25. INDEMNIFICATION: You hereby agree to indemnify, defend and hold harmless BankMed, partners, officers, directors, employees, consultants, service providers and agents from any and all third party actions, claims, liability, damages, loss, expenses, and/or costs (including, but not limited to, attorneys fees) whether or not arising from, directly or indirectly, or in connection with and including but not limited to the following: (a) your access or use of the Services, (b) our reliance on the information, instruction, license and/or authorization provided by you under or pursuant hereto, (c) your violation of these Terms and Conditions, (d) or your infringement of the accounts of any other client or user, or infringement by any other user of your accounts, or your violation of any intellectual property or other right of any person or entity.

26. FEES:

26.1. You undertake to pay us any fees and charges that we charge for your access or use of the Services or for Transactions or for optional services.

26.2. We may charge such fees as we may not. We may introduce new fees or change the fees that we charge for using the Services.

26.3. Any applicable fees and charges will be charged to any of your accounts with us including the fees charged for your access or use of the Services (regardless of whether the Services were used during the billing cycle or not).

26.4. The service fees for any of the Services may be waived or discounted at the discretion of BankMed then reinstated. Such waiver or discount shall give you no vested rights.

26.5. Fees and charges, if any, will be automatically posted to your statement of account.

26.6. You understand that the charges incurred for your use of the Services are in addition to all other regular account charges that you may incur.

27. INTELLECTUAL PROPERTY RIGHTS:

27.1. All contents of BankMed web site and electronic banking services including, without limitation, the text, graphics, links, products, services, material, information, logo and sounds are intellectual property rights of BankMed and may not be copied, downloaded, distributed, used or published in any way without the prior written consent of BankMed.

27.2. "BankMed sal" and "BankMed" and BankMed logo are registered trade marks and service marks of BankMed sal and no permission or license is granted to use any such trade marks or service marks without the prior written consent of BankMed sal.

27.3. All other marks, names and logos used on our web site relating to companies within the group of companies of BankMed or to their products or services are intellectual property rights held by companies within the group of companies of BankMed unless otherwise stated.

27.4. In respect of any information (other than personal data) or material which you submit to BankMed at this site, you grant BankMed a license to use such information or material for any purpose it deems necessary, including without limitation the copying, transmission, distribution and publication thereof, unless restricted by law. You agree that BankMed shall not be under any obligation of confidentiality to you regarding any such information or material unless otherwise agreed in a separate direct contract between you and BankMed or required by law.

28. AMENDMENT OF THESE TERMS & CONDITIONS:

28.1. We may, at any time without notifying you, amend any or all these Terms and Conditions, add, remove, otherwise change, end or suspend any of the Services available or the mode of operation of the Services (the "Amendments").

28.2. We may notify you, by email or delivery of a written notice to the address shown in our records of such Amendments, by posting the notice or the Amendments on our web site, or by delivering them to you.

28.3. Amendments will be effective immediately after we make them.

28.4. You may choose not to accept the Amendments by closing your account(s) or notifying us with a notice of termination of these Terms and Conditions, or you discontinue accessing or using the Services. Your use of the Services after the effective date of the Amendment will be evidence of your acceptance of the Amendments.

29. DURATION OF THE CONTRACT-TERMINATION:

29.1. These Terms and Conditions and any amendments thereto will govern our relation with you in respect of the Services for an open period.

29.2. We reserve the right to terminate this relation or your use of any Service for any reason without notifying you.

29.3. We also may automatically terminate or suspend your use of any of the Services without notice if you do not log on to the Service during a consecutive number of days as determined by us from time to time. In such a case, you must contact us to re-activate your access from a dormant status or to re-enroll after termination.

29.4. If we terminate your use of any of the Services, we reserve the right to not process any further Transaction, including any transactions you have previously authorized.

29.5. You also have the right to terminate this relation or your use of any of the Services by notifying us in writing. In such case, we shall have the right and you authorize us to continue processing your posted Transactions until such time as we have had a reasonable

Client's Signature: _____

opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further processing of Transactions and we may refuse to make previously requested Transactions.

29.6. In all cases of termination, you will remain responsible for all outstanding fees and charges incurred prior to the date of termination.

30. **RECORDING OF PHONE CALLS:** For the protection of both the Bank and you and as a tool to correct misinterpretation, the Bank is hereby authorized to monitor and/or to record by any mean of recording any and all telephone or oral conversations between the Bank's officers, agents or employees and you. You hereby consent to such recording and acknowledge that the Bank may monitor and/or record by any mean of recording any and all such telephone or oral conversations. You hereby acknowledge and accept that the Bank shall be entitled to make use of such monitoring or recordings as legal evidence before courts and other bodies if and when solely deemed appropriate by the Bank. The Bank shall have the right without being obliged to produce and file such recordings as evidence in any proceeding, and when and where so produced and filed, such recordings shall constitute conclusive and final evidence, unless it is garbled and incomprehensible. Any recording or monitoring of telephone conversations are the sole property of the Bank and you can not request and are not entitled to obtain such recordings.

31. **MARKETING:** From time to time, we may advertise our own products and services, and those of other companies, through the Services or through SMS messages or such other electronic means. You hereby authorize us to inform you and provide you with any such marketing material.

32. **WAIVER OF BANKING SECRECY:**

32.1. You hereby release the Bank (its managers and officers and staff) from any confidentiality or banking secrecy obligation and irrevocably waive such confidentiality and secrecy on you, your operations, accounts and Transactions.

32.2. In this respect, you hereby grant the Bank (its managers and officers and staff) the express authorization to give any information to any third party regarding you, your operations, transactions and accounts, particularly to Bank' correspondents, to your Transactions counterparties or to any other person or institution involved with the Transactions contemplated herein, or if and when required under any laws and regulations applicable to the Transactions contemplated herein or to the Services, or by regulatory authorities, in Lebanon or abroad, or for any formality or action taken by the Bank for the safeguard of Bank's rights under these Terms and Conditions.

32.3. You agree that the Bank may validate and collect information regarding you during the course of our relation from other financial institutions and references you provide to the Bank.

32.4. The Bank may use information regarding you, your accounts and your Transactions to identify you, protect you from fraud and errors, understand your needs and eligibility for services, recommend particular products and services to meet your needs, provide ongoing service, and to comply with legal, regulatory and self-regulatory requirements.

32.5. The Bank may also collect, use and disclose such information for any purpose, required or permitted by law, a regulator or self-regulatory organization, or in the course of its cooperation with other related institutions or institutions forming part of the GroupMed.

32.6. In addition to collecting, disclosing and using information as described above, the Bank may share such information within the GroupMed banks' and with Bank' affiliates and subsidiaries for other purposes. Among other things this permits the group to which the Bank is affiliated to tell you about products and services through direct mail, telephone, and other direct means and better manage your relationship with the Group and the Bank.

32.7. You acknowledge that some correspondent banks and local and international associations and institutions working on fighting money laundry, may request from the Bank from time to time to provide them with information on your business and activities and with data on some of your transactions, and you understand the motives and reasons of such requests and you irrevocably authorize the Bank, at your own expenses and liability, to provide such banks, institutions and associations with the requested information as the Bank deems appropriate.

32.8. You acknowledge that the Bank cooperates with some other banks and financial institutions by unifying work means and structures, and through unified, equipments, work means, service agreements and human resources, or by sub-contracting such banks and institutions, for the purpose of implementing some operations and banking transactions pertaining to our customers. You hereby authorize the Bank in respect thereof and waive any banking secrecy or confidentiality obligation.

32.9. You also authorize us to use external entities for mail delivery services or for collection services, you also agree that disclosure of information regarding you, your accounts and operations with us is permitted for the preparation, examination, handling or maintenance of the Services.

33. **ASSIGNMENT:** You may not assign this agreement to any other party. We may assign one or more of our obligations and/or this agreement to others, including independent contractors or third parties or any direct or indirect affiliate and subsidiary.

34. **SCOPE OF THESE TERMS & CONDITIONS:** These Terms and Conditions (the "Electronic Terms and Conditions"), as amended from time to time by us, govern your relation with us regarding the Services and Transactions and shall supplement and constitute part of the regular terms and conditions governing your accounts, your BankMed Card(s) and your financial and banking transactions (the "Regular Terms and Conditions"). In case of contradiction between these "Electronic Terms and Conditions" and the "Regular Terms and Conditions" the "Electronic Terms and Conditions" shall prevail in so far as the contradiction relates to transactions made through the Services.

35. **APPLICABLE LAW AND DISPUTES:** These Terms & Conditions shall be governed by the laws of the Republic of Lebanon. Any dispute or disagreement or complaint that cannot be resolved amicably, shall be settled by the competent courts of Beirut, Lebanon except for the right of the Bank to initiate procedure before other courts in Lebanon or abroad. In order for us to better serve you in case of complaint, you undertake to provide us with such information or documents or electronic files that we may request from you.

These Terms & Conditions were drafted in English and the English version shall prevail over any translation to any other language. You hereby confirm that you fully comprehend the English language and have no reservations whatsoever in this respect.

إن هذه الأحكام والشروط نظمت باللغة الإنكليزية. في حال حصول أي اختلاف بين النص الإنكليزي وأي ترجمة له يعتمد النص الإنكليزي. صرح العميل أنه يفهم اللغة الإنكليزية وليس لديه أي تحفظات على النص.

Client's Signature: _____