



## OBDX Application Form (For Individuals)

### CLIENT INFORMATION

Client Name: \_\_\_\_\_

Branch: \_\_\_\_\_ Client ID: 

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### REQUESTED SERVICES (PLEASE CHECK REQUESTED SERVICES)

- Inquiry
- Transfer between own accounts
- All transactions and services

### REQUESTED INFORMATION

**Username** (Min. 8 max. 16 characters alpha &/or numeric)

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**Primary Account for Debiting Service(s) Charge(s)**

I authorize Bankmed to debit any of my current/sight deposit accounts for the applicable Electronic Banking Services

### EXECUTION SECTION (FOR CLIENT)

By signing here below, I confirm having read & understood the Bankmed Electronic Banking Terms & Conditions, which I agree to be bound by.

Signature: \_\_\_\_\_

Date: 

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### FOR BANK USE ONLY

Transfer Limits Profile Name \_\_\_\_\_

Application & Signature Verified By \_\_\_\_\_

## Electronic Banking Services Terms & Conditions

These terms & conditions (the "**Terms & Conditions**"), as amended from time to time, govern your use and access to the website and the electronic banking services (the "**Services**") provided to you by Bankmed, sal . By applying to and/or by using any of the Services, you agree to be bound by these Terms & Conditions and any subsequent amendments thereto without limitation.

- 1. TERMINOLOGY:** Unless the context otherwise requires, in these Terms & Conditions: "**Bank**", "**Bankmed**", "**we**", "**us**" and "**our**" refer to Bankmed sal; "**You**", "**your**" and "**yours**" refer to you as a Customer of Bankmed and when applicable to the Authorized Person(s); "**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 you holding an Eligible Account with us or a Bankmed Card and utilizing any of the Services; "**Internet Banking Services**" means electronic banking services accessible via the internet through a wide range of compatible devices such as personal computers, laptops, netbooks, mobile phones, smart phones, personal digital assistant, tablet PC or any other electronic and portable devices that connects to the internet and that are compatible and adapted to the Services; "**ATM**" means Bankmed's automated teller machine owned and managed by Bankmed; "**ITM**" means Bankmed's interactive teller machine "**ATM Services**" means banking services at ATM; "**ITM Services**" means banking services at ITM "**Telephone Banking Services**" means banking services made by telephone through calling the Bankmed calling center "**Mobile Banking Services**" means Internet Banking Services made through mobile phones and smart phones, and it includes PinPay Services; "**Service(s)**" refers to, as the case may be, or in the plural collectively to, our Internet Banking Services, Mobile Banking Services, ATM Services, ITM Services, Telephone Banking Services, PinPay Services or any other electronic, photo-electric or bio-metric means which enable you or any Authorized Person(s) to access your Eligible Accounts or to benefit from other various banking services as from time to time determined and provided by us or by third parties service providers 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 Service(s); "**Username**", where applicable, 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) which combined as required with the Password, (for Internet Banking Services) / the Bankmed Card PIN (for ATM/ITM Services) / your phone PIN (for Telephone Banking Services and Mobile Banking Service), the OTP, and/or other means of identification (such as, where applicable, the "**Iris Recognition**" which is a mean of identification through the iris of the eye or in the case of ITM Services your National ID card and/or passport and/or Card PIN or other means as may be requested when using the ITM), allowing you, where applicable, to access some of the Service(s); "**PIN**", where applicable, refers to the confidential personal identification number used to access some of the Services, such as the phone PIN or Bankmed Card PIN; "**Password**", where applicable, refers to, as the case may be, the confidential code which, combined with other means of identification, enable accessing to some of the Service(s); "**OTP**", where applicable, refers to a One Time Password required to access the Services and communicated to you through SMS upon providing the Username and Password; "**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 the Bank from time to time; "**Matrix**", when required, 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 through any mean acceptable to us, to use any of the Services; "**PinPay Services**" means the mobile payment application, platform and enrollment application developed by PinPay SAL, which allow registered mobile users to undertake a wide range of payments and non-payments services, as such services are being implemented by Bankmed from time to time; "**Cash Outlet**" when using PinPay Services, refers to the cash provider where the beneficiary of the transferred amount who is not enrolled to PinPay Services, can retrieve it in cash.
- 2. ENROLLMENT:** In order to enroll to the Service(s), 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 either in a sealed envelope or through SMS or email with your initial Password, in addition, where applicable, we will provide you with your Matrix and/or require other means of identification or authentication, such as phone PIN, OTP where applicable. 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 PinPay Services, you will be provided also with a PIN and we may require other means of identification or authentication. When applying for Bankmed Card we will, when applicable, provide you and your Authorized Person (if any), in a sealed envelope with your Bankmed Card PIN and/or require other means of identification or authentication.
- 3. TYPES OF TRANSACTIONS AVAILABLE THROUGH THE SERVICES:** The types of Transactions accessible 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 and/or the type of the transaction. The Bank reserves the right to add, suspend or

remove any type of applicable Service or Transaction. 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- the Bank 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 device, a point-of-sale terminal, a computer, internet access, a touch-tone telephone or mobile device or other certified equipment offering direct compatibility to and 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(s) you should enter your Username, your Password, as well as the OTP or the Matrix value whatever is applicable. . When accessing the Mobile Banking Service it is mandatory to enter your Username and your Password and you may (depending on the type of mobile or type of service provider, such as in the case of Pinpay Services) be required to enter your PIN and/or Matrix value and/or other means of identification or authentication. 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 and/or if available and applicable, you may be required to use the Iris Recognition service (or other means of identification or authentication) combined with the Bankmed Card or PIN or without such combination, as may be required by Bankmed from time to time. When accessing the ITM Service you will have to use the ITM personally and not through an Authorized Person and you will be requested by the Interactive teller to scan your passport or National ID or to use any other means of identification as for example to introduce the debit card and its PIN in the ITM. We reserve the right to change these accessing requirements if needed. 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, the Matrix, the PIN, the Iris Recognition and/or the Username, as the case may be (and any other means of identification and authentication we may introduce or apply) or that might be requested by the interactive teller when using the ITM Services, identify you and identify the Authorized Person(s), when accessing the Service(s). Each of you and the Authorized Person(s) can change his own Password or as the case may be, his own mobile PIN, at any time. By using such means of identification and authentication, 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 Service(s).
8. **ELECTRONIC SIGNATURE:** The Password, the Matrix, the PIN, the Iris Recognition or , the Username, the OTP where applicable (and any other means of identification and authentication we may introduce or apply including without limitation your signature on the ITM pad), as the case may be, acts as a signature. You agree that all Transactions carried out through the Services are validated, as the case may be, by these means in lieu of signature, said means shall be considered as a substitute for your signature and legally binding to you.
9. **SAFETY OF THE PIN, MATRIX, PASSWORD AND USERNAME:** You undertake to keep your PIN, Matrix, Username and Password (and any other means of identification and authentication we may put at your disposal) secure and confidential. You should memorize your Password or PIN. You agree that we may act on any instruction given through the Services when made through any of such means of identification and authentication. We may deny access to the Services if you do not enter your Username or Password or PIN or Matrix value correctly several times. You undertake not to give your Username or Password or PIN or Matrix to anyone. If you do, you will be responsible for any money withdrawn or transferred from your accounts. 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.
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, any or all of the Services , 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 Bankmed 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 or justification.

- 11. JOINT ACCOUNT CUSTOMERS:** The terms of this Agreement apply to joint accounts. Each of the joint account holders will have access to the Services, and will have, as the case may be, his Username, Password, PIN or Iris Recognition (and any other means of identification and authentication we may introduce or apply or that may be requested by the interactive teller when using the ITM Services). 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. USERS DESIGNATION:** You should notify the Bank, from time to time, with the names of your authorized representative(s) who can use the Service(s) or designate other users to use the Service(s) (**the "Authorized Representative(s)"**). The Bank shall consider that the Authorized Representative(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 Representative(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 Representative(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 Representative(s) prior to the elapse of the Notification Acting Period.
- 13. HOURS OF ACCESS:** You may use the Services, as applicable (and except if the Service requires to be used within a certain time frame determined by us), 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 Service and 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 or applications 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. Transactions made on ATM/ITM Services are also reflected on the confirmation slip provided by the ATM/ITM.
- 14.3.** Confirmations regarding Transactions made through some Internet Banking Service will be, as applicable, sent to you by e-mail and/or SMS messages and/or messages to your message center inbox, and will be made available to you in hard copy at our branches upon your request.
- 14.4.** We may or may not provide any other notice of Transactions.
- 14.5** Where applicable, you can view, enquire and print selected statements for your designated accounts by using the Services.
- 14.6** 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.
- 14.1.** Any transfer or Transaction made by using PinPay Services, or any other similar service can, in some particular cases to be determined and approved by Bankmed on a case by case basis, (including when the beneficiary does not retrieve the transferred amount at the Cash Outlet within 10 days from the date of transfer or other elapsed period of time as determined by Bankmed from time to time) be refunded totally or partially, and once the Bank agrees for such refund, the refunded amount will be posted to your account either on same Business Day of the refunded date or the next following Business Day or such other later date and by applying as the case may be the prevailing exchange rate and any applicable fees as at the date of such refund.
- 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 and system requirements. 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) ATM/ITM receipts 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 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, SMS 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, mobile number 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 or coordinates 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 the Bank to your email address or to your mobile number (for SMSs) or to your message center inbox or issued by the ATM/ITM will constitute sufficient and effective delivery to you of the information contained therein whether or not you access or review or sign the notice, the Services site or your email or mobile, 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, mobile number or other coordinates.

**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, mobile number, mobile device 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, PIN, Matrix, Username and/or any other means of identification or authentication provided to you. You understand that the

Password or PIN (or any other means of identification provided), as the case may be, by itself, or together with information related to your account or to your Username or to your Matrix (as the case may be), if compromised, may allow unauthorized access to your account.

**20.4.** You should completely exit 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 or PIN (or any other means of identification provided) 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 or PIN (or any other means of identification provided) 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 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 particularly and the Services generally, 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, telephone 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.

**21.5.** You acknowledge and agree that neither Bankmed nor its suppliers or services providers 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 or services providers 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 or services providers 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 or services providers 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/or any Authorized Person 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, to our services providers 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. 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, as the case may be, on your Password, Username, PIN, Matrix, Iris Recognition and/or such other means of identification or authentication provided to you 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 accounts.

### **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 particularly by services providers.

**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.

**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, services providers, 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.

**24.10.**Bankmed is not liable for any errors or negligence or other actions or omissions resulting from your misuse or negligence in using the Services and will not be liable or accountable for any action or omission or negligence or error or default committed by you or by any of your recipients or counterparties.

**25. INDEMNIFICATION:** You hereby agree to indemnify, defend and hold harmless Bankmed, and Bankmed's partners, officers, directors, employees, consultants, service providers and agents from any and all third party actions, claims, liability, damages, loss, charges, 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 and Charges:**

**26.1.**You undertake to pay us (i) any taxes, duties and stamp duty due on these Terms and Conditions and the Transactions and (ii) 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 taxes, duties, stamp duties, 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.

**26.7.**In case you submit us a claim related to an executed transaction and that such claim turns to be incorrect/illegitimate, you irrevocably authorize Bankmed to debit your account automatically for an investigation fee amount not less than /15/USD per claim and this according to the list of fees and charges applied by Bankmed from time to time.

## **27. INTELLECTUAL PROPERTY RIGHTS:**

**27.1.**All contents of Bankmed website 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 when applicable, other services providers) and may not be copied, downloaded, distributed, used or published in any way without the prior written consent of Bankmed (or, as the case may be, the service provider).

**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 website relating to companies or persons (including companies within the group of companies of Bankmed) or to their products or services are intellectual property rights held by such companies or persons unless otherwise stated.

**27.4.**In respect of any information (other than personal data) or material which you submit to Bankmed at its website, 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. 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.

## **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 or requirements of the Services (the "**Amendments**").

**28.2.**We may notify you, by SMS or email or delivery of a written notice or by any other means of communication to the address or coordinates shown in our records of such Amendments, by posting the notice or the Amendments on our web site, or by delivering them to you or otherwise.

**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 violate these Terms and Conditions, or if you do not settle any indebtedness or liability you may owe us, or 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 latter 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 and executing any requirements we may have for this purpose. 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 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:** 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 you 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 shareholders, directors, managers, officers and staff) from any confidentiality or banking secrecy obligation and irrevocably waive such confidentiality and secrecy on you, your operations, accounts and Transactions for the purposes of this clause and accordingly, in this respect, you hereby grant the Bank (its shareholders, directors, managers, officers and staff) the express authorization to give any information regarding you, your operations, transactions and accounts, particularly, without limitation, to services providers (including without limitation to PinPay SAL), to Bank's correspondents and counterparties concerned with the Transactions, to your Transactions counterparties or to any other person or institution involved with, or providing support or service for, the Transactions contemplated herein or requesting such information for purposes of anti-money laundry and anti-terrorism financing procedures, or if and when required under any laws and regulations applicable to the Transactions contemplated herein or to the Services, or by regulatory or governmental 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.

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

**32.3.** 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 and to provide ongoing service. and to comply with mandatory legal requirements, in Lebanon or abroad.

**32.4.** In addition to collecting, disclosing and using information as described above, the Bank may share such information when needed with the Bank's affiliates and subsidiaries. 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.

**32.5.** 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.

**32.6.** You acknowledge that the Bank cooperates with its related affiliated 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.

**32.7.** 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 providing, preparation, examination, handling or maintenance of the Services.

**33. ASSIGNMENT:** You may not transfer or assign this agreement or any of your rights or obligations herein to any other party. We may transfer or assign one or more of our rights or obligations and/or this agreement to others, including independent contractors, services providers or third parties or any direct or indirect affiliate or subsidiary. You acknowledge and agree that the Services may be provided through or supported by third parties services providers (such as PinPay SAL) and you accept all the risks relating thereto.

**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 Bank shall have the right to choose which of these terms and conditions shall prevail.

**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 and we shall have the discretionary right to use and disclose such information or documents or files to any person or entity.

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 إختلاف بين النص الإنكليزي وأي ترجمة له يعتمد النص الإنكليزي . صرح العميل أنه يفهم اللغة الإنكليزية وليس لديه أي تحفظات على النص.