**Bankmed SAL — Visa Direct Service**

These Terms and Conditions ("**Agreement**") govern the provision and use of the Visa Direct Service (the "**Service**") offered by Bankmed SAL ("**Bank**", "**we**", "**us**", "**our**") to customers who register to use the Service via the Bank's Mobile Banking or Online Banking applications (the "**Customer**", "**you**", "**your**"). By enrolling in or using the Service you agree to be bound by this Agreement.

**1. Definitions:**

- **Visa Direct Service:** Visa's funds push service that enables eligible senders to initiate funds transfers to eligible cardholders or accounts via Visa networks.
- **Sender:** The person initiating a payment through the Service.
- **Recipient:** The person receiving funds through the Service.
- **Card-On-File/Tokenized Card:** Card details stored or tokenized for the purpose of funding transfers or receiving payments.
- **Instruction:** A request, instruction or payment order submitted by you to the Bank through the Mobile or Online Banking channels.
- **Business Day:** Any working day excluding Saturdays, Sundays and public holiday in Lebanon.
- **Visa+ Aliasing**: Visa's service that allows a Customer to link his preferred Bankmed card to his registered mobile number to facilitate receiving money from the Sender based on the mobile number.
- **Send to Visa+**: Visa's service that allows the Customer to send money to a Recipient that has subscribed to the service to receive money based on his registered mobile number on his preferred Visa card.

**2. Scope of Service:**

2.1 The Service allows eligible Customers to send, request, and/or receive funds domestically and/or internationally (subject to network coverage and applicable regulations) using Visa Direct rails. The Service functionality available to you depends on your account type, regulatory restrictions, and the Bank's policies.
2.2 The Bank may provide additional features such as scheduling, beneficiary management, transaction history, cancellation (subject to network rules), and notifications.

**3. Eligibility and Registration:**

3.1 To use the Service you must be: (a) an individual with an active account with the Bank; (b) registered for Mobile/Online Banking; and (c) subject to identity verification and KYC requirements under applicable Lebanese law and the Central Bank of Lebanon's (Banque du Liban) regulations.
3.2 The Bank may refuse or restrict access to the Service for any reason including regulatory obligations, or technical limitations.

**4. How to Use the Service:**

4.1 You must provide accurate and complete Instructions. The Bank is not responsible for errors resulting from incorrect or incomplete information provided by you, including but not limited to recipient name, card number, or account details.

4.2 Instructions submitted through Mobile/Online Banking are considered authorized if submitted using your credentials and any additional authentication methods required by the Bank.

4.3 Once an Instruction has been transmitted to the Visa network and/or the receiving financial institution, it may be irreversible and the Bank may not be able to cancel or reverse the payment.

**5. Fees and Charges:**

5.1 Fees charged by the Bank for use of the Service (if any) will be disclosed to you in the Bank's tariff schedule within the Mobile/Online Banking app and may also be communicated at the time of each transaction.

5.2 Additional fees may be charged by correspondent banks, receiving banks, or card networks. Any currency conversion fees or foreign exchange margins will be disclosed in accordance with applicable law.

5.3 The Bank reserves the right to change fees from time to time in accordance with the notice provisions of this Agreement and applicable Lebanese banking regulations.

**6. Limits and Holds:**

6.1 Transaction limits (per transaction, daily, monthly, or by beneficiary) may apply and will be communicated via the app or the Bank's policy pages. The Bank may change limits for security or regulatory reasons.

6.2 The Bank may place a hold on funds or freeze accounts if required by applicable laws and regulations, or to comply with card/payment networks or Banque du Liban requirements.

**7. Processing Times:**

7.1 Processing times depend on the Visa network, receiving institution, beneficiary country, and other factors. While many transactions are near-real-time, some transfers may take longer.

7.2 The Bank is not responsible for delays caused by third parties, beneficiary banks, network outages, or force majeure events.

**8. Security and Authentication:**

8.1 You are responsible for maintaining the confidentiality of your Mobile/Online Banking credentials and any device used to access the Service.

8.2 The Bank will use reasonable security measures. You must follow Bank security guidelines and notify the Bank immediately upon becoming aware of any unauthorized access or suspicious activity.

8.3 The Bank will not be liable for losses resulting from unauthorized Instructions if those losses result from your negligence, failure to safeguard credentials, or failure to notify the Bank promptly.

**9. Data, Privacy and Consent:**

9.1 By using the Service you consent to the Bank's collection, use, disclosure, and processing of personal data required to provide the Service, including but not limited to: identity and KYC data, transaction details, location data, device identifiers, and third-party verification information.

9.2 The Bank may share necessary data with Visa, correspondent banks, receiving banks, service providers, and other third parties for the purpose of executing Instructions, compliance, fraud prevention, and dispute resolution.

9.3 Data will be handled in accordance with the Bank's Privacy Policy, the Lebanese e-Transactions and Personal Data Law (Law No. 81/2018), and other applicable data protection regulations. A copy of the Bank's Privacy Policy is available at www.bankmed.com.lb.

**10. Liability and Indemnity:**

10.1 The Bank will exercise reasonable care in providing the Service but does not guarantee uninterrupted or error-free operation.

10.2 Except to the extent prohibited by applicable law, the Bank's liability for any claim arising from or related to the Service is limited to direct proven damages up to the amount of the relevant transaction or such other limit as may be prescribed by law or the Bank's general terms.

10.3 The Bank will not be liable for: (a) indirect, special or consequential losses (including loss of profit); (b) delays or failures caused by third parties; (c) errors attributable to the Sender or Recipient's incorrect information; or (d) transactions that are fully performed by Visa or another financial institution after the Bank has transmitted an Instruction in accordance with your request.

10.4 You agree to indemnify, defend and hold the Bank, its employees, Board of Directors members and shareholders, harmless from any claims, liabilities, losses, costs or expenses arising from your breach of this Agreement, misuse of the Service, or violation of applicable laws.

**11. Disputes, Refunds and Chargebacks:**

11.1 If you identify an error or wish to dispute a transaction you must notify the Bank promptly using the in-app dispute function or by contacting customer support. The Bank will investigate in accordance with applicable rules and timelines.

11.2 Refunds or reversals are subject to Visa network rules and the receiving institution's policies. The Bank cannot guarantee the outcome or timing of any refund.

11.3 The Bank may require you to provide additional documentation to support a dispute or refund request.

**12. Compliance with laws & regulations to fight financial crimes:**

12.1 All transactions are subject to applicable laws and regulations to fight financial crimes (including, money laundering, terrorism financing, bribery and corruption, sanctions evasion, tax evasion and others). The Bank may, at its sole discretion, screen, suspend or block transactions if deemed necessary for security, regulatory, or compliance reasons, without prior notice to or approval from the Customer.

12.2 You must not use the Service for any unlawful/illegal activity.

**13. Suspension and Termination:**

13.1 The Bank may suspend, restrict, or terminate your access to the Service at any time, with or without notice, and for any reason, including security concerns, regulatory requirements, or breach of this Agreement.
13.2 You may terminate this Agreement by de-registering for the Service in the Mobile/Online Banking app or by giving notice to the Bank. Termination does not affect obligations incurred prior to termination.

**14. Amendments:**
The Bank may amend these Terms and Conditions at any time. Updates will be made available on the Bank's website and/or Mobile and Online Banking platforms. Continued use of the Service constitutes acceptance of any modifications.

**15. Notices:**
Notices to you may be delivered via the Mobile/Online app, email, or postal mail to the contact details the Bank holds for you. Notices to the Bank should be sent to: ContactCenter@bankmed.com.lb.

**16. Governing Law and Jurisdiction:**
16.1 This Agreement is governed by and shall be construed in accordance with the laws of the Republic of Lebanon.
16.2 Any dispute arising from or relating to this Agreement shall be submitted to the exclusive jurisdiction of the court of Beirut, Lebanon, provided that the Bank reserves the exclusive right, at its sole discretion, to initiate proceedings in any other jurisdiction, , or in any other country, or to resort to any alternative dispute resolution including arbitration, where it deems appropriate to protect its rights and interests.

**17. Miscellaneous:**
17.1 Entire Agreement: This Agreement, together with other applicable bank terms and conditions (e.g., Bankmed General Terms and Conditions, privacy policy, tariff schedule), constitutes the entire agreement between you and the Bank regarding the Service.
17.2 Severability: If any provision is held invalid, the remainder of the Agreement remains in force.
17.3 Assignment: The Bank may assign or transfer rights and obligations under this Agreement to affiliated entities or third parties. You may not assign your rights without Bank consent.
17.4 Cross-Border Use and Limitation of Liability: If you access, accept, or use the Visa Direct Service or this Agreement while physically located outside Lebanon, such access or execution shall not affect the governing law or jurisdiction of this Agreement, which shall remain exclusively subject to the Lebanese law and court of Beirut, Lebanon.
You acknowledge and agree that the Bank provides the Service solely under Lebanese law and regulatory oversight. The Bank shall not be responsible or liable for any breach of, or non-compliance with, any foreign laws, regulations, or restrictions that may apply due to your location or residency outside Lebanon.
It is your sole responsibility to ensure that your use of the Service(s) under this Agreement complies with any applicable foreign legal or regulatory requirements.
17.5 Electronic Acknowledgment: By activating or using the Visa Direct Service through the Bank's Mobile or Online Banking applications, the Customer acknowledges having read, understood, and accepted these Terms and Conditions. The Customer's electronic consent, by clicking "I Agree" or similar confirmation within the application, shall be deemed legally binding and equivalent to a handwritten signature.