

## Conditions related to Electronic Banking Services and the use of Bankmed Payment Cards over the Internet, Mail Order and/or Telephone Order Transactions

1. The terms and conditions stated in Sections I and II above shall apply, to the transactions undertaken on the internet and/or in Mail and/or Telephone order environment to the extent they do not contradict the provisions of Section III hereto.
2. The account-holder and Cardholder acknowledge full awareness of, accepts, and bears the consequences of, the risks associated with, and resulting from, the use of the Card on the Internet, also for making Mail and/or Telephone order Card transactions. Accordingly, the Bank shall bear no responsibility, in respect thereof, including without limitation, as a result of any misuse or fraudulent use of the Card in this respect.
3. As the beneficiary of the Electronic Banking services and/or Internet subscription that the Cardholder has subscribed to or may subscribe to with Bankmed and that is provided by an Internet provider designated by the Bank, the account-holder and Cardholder hereby declare that they totally relieve Bankmed from any responsibility whatsoever arising from such services or in connection with any losses or damages that may be incurred due to whatever reasons, including without limitation unavailability, disconnection, jamming or other technical problems, and whether such losses, events or problems are due to failure by Internet provider or by other factors.

## Section IV - MedCards STATEMENT VIA E-MAIL SERVICE

1. By enrolling in the "MedCards Statement via E-mail Service", (the "**Service**"), the cardholder shall remain bound by all the terms and conditions governing MedCards E-Services, Bankmed Payment Cards, Bankmed E-Banking Services and by the operational rules applicable to such services. In addition, the cardholder shall be bound by the following provisions and by the operational rules governing the present Service.
2. This Service is brought to you by Bankmed SAL ("**Bankmed**") and is open to all Bankmed Credit and Charge cardholders.
3. Any participation is voluntary. Cardholders who opt for receiving their card statement by e-mail (the "**e-statement**") will not be sent a paper card statement from the next statement cycle unless they otherwise specify.
4. It is the duty of the cardholder to inform Bankmed immediately of any change in his e-mail address. Failure of the cardholder to receive his monthly e-statement due to a change in his e-mail address or due to any other reason will not excuse him from payment on due date of the amounts due in connection with the card.
5. E-statements will be sent to the e-mail address provided by the cardholder in the card application form or as subsequently provided by the cardholder. It is the responsibility of the cardholder to provide Bankmed with the correct e-mail address.
6. Cardholder should call Bankmed at telephone number 01-70 80 90 in case of non-receipt or late receipt of e-statement.

7. Errors not reported within 30 days as of statement date shall be considered correct at the discretion of the bank who reserves the right to rectify at any time.
8. If at any point in time, the cardholder(s) become aware that his E-mail address/account has been compromised; he shall forthwith inform Bankmed of the same.
9. It is the sole responsibility of the cardholder to access his e-statement on the e-mail every cut-off, (i.e.: on monthly basis, at statement generation date; for information in this respect call 01/708090). Failure to do so will not excuse the cardholder from payment by due date.
10. Should the cardholder experience any difficulty in accessing the e-statement(s), he shall promptly advise Bankmed to make the delivery through alternate means.
11. Any charges incurred due to cardholder's late or non-accessing of his e-statement shall be for his account whatever the reason may be.
12. Bankmed is not liable for non-receipt of e-statement via e-mail for whatever reason, including without limitation, due to the following reasons:
  - a. E-mail Host or ISP is down
  - b. E-mail Accounts over quota (e-mail box full needs to delete messages)
  - c. Unknown E-mail address
13. The cardholder acknowledges that the internet (particularly) and the electronic services (generally) are inherently insecure and that all data transfer occur openly and potentially can be monitored and intercepted by others. The cardholder hereby confirms that he is aware of the risks of use of such means of communication and that he shall be solely and fully responsible in respect thereof. The cardholder agrees to hold Bankmed, its officers and employees, free and harmless from any and all liability and causes of action in the event an unauthorized person accesses the information pertaining to the cardholder for whatever cause, such as tapping or hacking of communication lines, errors in transmission due to faulty lines, or other forms of high technology electronic surveillance or fraud.
14. The cardholder also understands that Internet transmission lines are not encrypted and that E-mail is not a secure means of transmission. The cardholder acknowledges and accepts that such unsecured transmission methods involve the risk of possible unauthorized alteration of data and/or unauthorized usage thereof for whatever purposes. The cardholder agrees to exempt Bankmed from any and all responsibility/liability arising from such misuse and agree not to hold Bankmed responsible for any such misuse and further agree to hold Bankmed free and harmless from all losses, costs, damages, expenses that may be suffered by the cardholder due to any errors, delays or problems in transmission or unauthorized/illegal interception, alteration, manipulation of electronic data or otherwise caused by using E-mail as a means of transmission.
15. For the purposes of the Service, the cardholder waives banking secrecy and authorizes Bankmed to send him information, notices, requests, e-statements and other messages via e-mail.
16. These terms and conditions shall be governed by Lebanese Law and any dispute in respect thereof shall be subject to the exclusive jurisdiction of courts in Beirut only.
17. The cardholder understands that he remains fully liable for all contractual liabilities to Bankmed irrespective of receipt or non-receipt of the e-statements. Under no

circumstances, including negligence, shall Bankmed or anyone involved in creating, producing, delivering or managing the e- statement(s), be liable for any direct, indirect, incidental, special or consequential damages that may result from the use or inability to use the Service or out of breach of any warranty.

18. The use and storage of any information including without limitation, the password, account information, transaction activity, account balances and any other information available on the cardholder's personal computer is at the cardholder's own risk and sole responsibility and liability.
19. The cardholder agrees and understands that in order to ensure confidentiality of the information contained in the e-statement(s), the cardholder will not at any time, share his password with anybody.
20. The usage of the Credit Card is governed by the applicable Bankmed Payment Cards terms & conditions. For terms & conditions, please visit <https://medcards.Bankmed.com.lb>, or any Bankmed branch.
21. To unsubscribe from receiving email statements and to receive paper statements, please visit any Bankmed branch in Lebanon or visit <https://medcards.Bankmed.com.lb> to file your request.
22. The cardholder agrees and understands that Bankmed may withdraw, add or modify the Service from time to time. Hence, the cardholder acknowledges that Bankmed reserves the right to suspend access to all or any of the E-Services at any time if Bankmed deems it necessary to do so (the opinion of Bankmed being conclusive in this respect) or for any security reasons.
23. The cardholder also agrees that providing this Service is not binding on Bankmed. Bankmed may, at its own discretion suspend the Service or cancel it or modify its features at any time without giving any reason or notice.