

# Bankmed SAL, Visa Electron Cards Terms and Conditions

## Definitions

"Card" means the Visa Electron Card (principal or supplementary) issued by the Bank in the name of the Cardholder, "Account-holder" shall have the meaning specified in the Card Application. The terms "Bank" and "Bankmed" refer to Bankmed SAL." ATM Daily Limit" is the total cash withdrawals that the Bank authorizes the Cardholder to make in one day by means of the Card.

## The Card, the PIN

1. The Card and the Personal Identification Number (PIN), are strictly personal and they should be used exclusively by the Cardholder. The Cardholder must sign the Card immediately upon its receipt. The Card may only be used within: (i) the herein stated Terms and Conditions, (ii) its validity period, (iii) the maximum limit authorized by the Bank, and (iv) ATM Daily Limit.
2. The Account-holder, by approving the issuance of the Card in the name of another person, is granting the Cardholder a power of attorney to make Card transactions on his account by use of the Card. The Bank's rights are connected to this power of attorney which cannot be revoked except by cancellation of the Card.
3. The Bank may issue "supplementary Card(s)" with corresponding PIN(s) in the name of the person(s) designated by the Account-holder allowing said person(s) to use the Card account or bank account(s) to settle transactions. The Bank may, either solely or upon the written instructions of the Account-holder cancel the supplementary Card(s) and, ask for restitution.
4. The Cardholder undertakes not to use the Card for illegal purposes, such as gambling in countries where gambling is illegal, including Internet gambling, or for the purchase of any goods or services deemed illegal in the country of purchase.
5. The Cardholder may not transfer, assign, endorse, or lend the Card and/or the PIN to a third party. The Cardholder and the Account-holder shall remain, in all cases, jointly and severally liable toward the Bank for the payments carried out as a result of the use of the Card and/or PIN by any other party.
6. The Cardholder undertakes not to exceed the limit set on the Card and authorized by the Bank. The Bank may, at any time and at its own discretion amend such limit. The Cardholder also undertakes not to spend amounts in excess of the allowed balance of the account with the Bank.
7. The Cardholder must ensure the safety and proper use of the Card and of the PIN and, shall immediately notify the Bank of the theft, loss or counterfeit of the Card and/or PIN and/or its utilization by any unauthorized person. Such declaration must be immediately confirmed in writing, by e-mail, fax, or letter sent directly to the Bank against acknowledgement of receipt. If unable to reach the Bank, the Cardholder should immediately notify one of the Visa offices or any of the Visa member banks provided that a subsequent confirmation thereof is made to the Bank in writing against acknowledgment of receipt within twenty-four hours. In the event of the fraudulent use of the Card as specified above, the Account-holder and Cardholder shall remain liable for (i) any transactions and charges carried out by the Card prior to the Bank being notified in writing as herein mentioned and (ii) any ATM Card transactions and charges carried out by the Card even after the Bank being notified in writing. If the Card reported missing is subsequently retrieved by the Cardholder, he must not use it and should immediately report its retrieval to the Bank, and return it to the Bank cut in half. The Cardholder hereby undertakes, should the Bank so

require, giving the Bank all the information in his possession as to the circumstances of loss, theft, or unauthorized use of the Card and the Bank may disclose such information at its discretion.

8. Under no circumstances may the Card be used to secure any type of credit facilities. Furthermore, reimbursements in cash at accredited merchants may not be accepted on purchases made with the Card, they must be credited to the Account-holder's account.
9. In case an ATM captures the Card, for whatever reason, the Cardholder should inform the Bank immediately and shall follow the instructions given by the Bank. The Card being captured by the ATM does not entail any liability on the Bank.
10. In Card transactions requiring the use of the PIN, said PIN shall be considered as a substitute for the Cardholder's signature who will be legally bound by it. Failure to sign the sales voucher by the Cardholder does not constitute a relief of responsibility and liability regarding the settlement of all amounts debited to the account(s) as a result of the use of the Card.
11. The Card shall remain the property of the Bank, who at its sole discretion, may either temporarily or permanently suspend or stop the Card at any time without the need to explain its action and without having to advise the Account-holder and/or Cardholder in this respect. In the event that the Card is either stopped or suspended, for any reason whatsoever, the Account-holder is obligated to immediately settle all outstanding amounts including interest, charges and penalties and to return to the Bank the principal as well as the supplementary Card(s). In the event that the Cardholder continues to use the Card following notification of the suspension of the Card, the Cardholder shall be subject to the sanction as specified in Article 655 of the Penal Code.
12. The Bank shall bear no liability and shall not intervene in the event of dispute arising between the Cardholder and an accredited merchant. The existence of said dispute might in no case justify the refusal of the Cardholder to settle payments made by the Bank on behalf of the Cardholder. Furthermore, the Bank shall not bear any responsibility in the event that the merchant refuses to accept the Card for whatever reason and/or in the event that the merchant refuses or is unable to provide services to the Cardholder.
13. The Bank shall not be liable for any direct or indirect loss resulting from or that may occur on ATMs or Bank counters and/or Points-of-Sale and/or resulting from the information or communication system, for whatever reason and/or that resulting from circumstances beyond Bank's direct control.
14. In case of death of the Cardholder, the use of the Card shall be deemed valid until the Bank has received written notification of the death. In the event of a joint account, the Bank may allow the continued use of a Card delivered to the surviving party and/or the supplementary Card, and the application for a Card shall be considered as an agreement by all Account-holders to the continued use of the Card as delivered to the surviving party and/or the supplementary Card even after the death of one of the holders of said account.
15. The Cardholder authorizes the Bank to investigate and/or validate, by all means and with any source, the authenticity of all information, supplied by the Account-holder and Cardholder in the course of applying for the Card(s), be it personal or professional, written or oral.
16. The Bank reserves the right to verify the validity of each transaction, carried out through the use of the Card, and/or refuse any transaction, which appears, according to its opinion, to be abusive, false or fraudulent, and this without bearing any prejudice or liability.

## **Minors**

Cards issued to minors are issued at the request, authorization and full responsibility and liability of the legal guardian and Account-holder who must ensure proper supervision and control over the use of the Card. By requesting the issue of the Card to the minor, the legal guardian/Account-holder is authorizing the minor to effect all Card transactions.

## **Liabilities towards the Bank**

1. The Account-holder is liable for all the amounts relating and resulting from the Card (principal and supplementary) and its use, including without limitation Card transactions, fees, expenses and charges, whatsoever. The Cardholder is jointly and severally liable with the Account-holder for all such amounts relating to his Card.
2. The Account-holder hereby irrevocably authorizes the Bank to debit, any of his/her bank account and/or his/her Card account for the following amounts:
  - The Joining Fee upon the issuance of the Card.
  - The Annual Subscription Fee upon the issuance and renewal of the Card.
  - The amounts spent by the Cardholder on the Card upon receipt by the Bank of the debit notes, invoices or information regarding said Cards, via telescript, magnetic tape or any other means. The usage of the Card will stand in lieu of the signature of the Account-holder and/or the Cardholder.
  - The fees paid by the Bank to third parties for above-mentioned transactions and as determined by the Bank.
  - The fees for an insurance policy covering loss, theft, fraud, counterfeit or illegal use of the Card. This policy shall only go into effect from the time the Bank is advised of the matter in writing and provided the Cardholder is not in default under these Terms and Conditions.
  - A Handling Charge plus a certain percentage of the total amount of every cash advance or cash withdrawal operation.
  - In the event where a Cardholder disputes a transaction, the Bank reserves the right to charge the Cardholder for any cost incurred while investigating that transaction.
3. All of the fees and charges mentioned above will be debited according to the amounts and rates applied by the Bank at that time. The Bank may at its sole discretion modify said fees and charges, and add new chargeable services without the need to advise the Account-holder and/or Cardholder. All such fees and charges are not refundable for any reason whatsoever. All of the amounts resulting from the use of the Card as well as the transactions carried out with the Card in Lebanon or abroad shall be debited to Account-holder's account, after converting them from each of the currencies in which the transactions were carried out to the currency of the Account-holder's account at the Bank, at the prevailing exchange rate applicable on the day of conversion, regardless of the conversion rate, and without the need to revert to the Account-holder. 4- If the Account-holder's account's balance becomes accidentally debtor for whatever reason, the account is then charged (even after its closure) with commission and interest at the rates applied by the Bank and these amounts are settled with interest and commission upon first demand. The Bank has the right, without consulting the Account-holder, to set off the account against any other accounts of the Account-holder, including savings accounts, and to convert currencies at the then applicable exchange rates.

## **Bank's Records/Mailings**

1. The Account-holder acknowledges that the Bank's entries and records shall be true and binding. Contesting one or more entries appearing on the Account-holder's account requires the production of proof to justify the contrary. Said contestation should be made and received by the Bank within 30 days from the debit date. The Accountholder and the Cardholder declare that the Bank's books, ledgers, registers, and records including microfilms, computer printouts, and machine-readable records are conclusive evidence and they waive any right to dispute them.

2. All mailings to Account-holder and/or to Cardholder will be sent, either through postal or courier services or through any other mean including electronic e-mail and SMS, to the address stated on the Account Application, or as per any subsequent change of address notified to the Bank. The Account-holder and Cardholder hereby agrees irrevocably that any person present at the stated address is entitled to receive such mailings. And thereby, the Cardholder relieves irrevocably the Bank from any responsibility regarding the Banking Secrecy regarding the above.

### **Waiver of Bank Secrecy**

1. The Account-holder as well as the Cardholder irrevocably waive their rights under the Banking Secrecy Law dated 3/9/1956. They also authorize the Bank to provide information to any third party it deems necessary regarding any issue pertaining to the Card and/or to transaction carried out or to be carried out by the use of the Card or the Card account or bank account linked to it, and this in all cases including without limitation in case of fraudulent use of the Card.
2. The Account-holder and Cardholder acknowledge the possibility of the appearance of their names and the account number(s) linked to the Card as well as respective balances either on the ATM screens or on slips issued by ATMs or on the internet screens (for provided services), whenever transaction is carried out by the use of the Card, and thus relieves the Bank from its obligation under the Banking Secrecy Law in this regard.
3. Without limiting the generality of the above waiver, the Account-holder and Cardholder agree to irrevocably waive their rights(s) to banking secrecy should the Bank decide to disclose information pertaining to them or to their Card and Card account(s) and/or account(s) used in Electronic and/or remote banking services to third parties, and this, including without limitation, for any, all or a combination of the following reasons:
  - Provide its Cardholders, selectively or collectively, with additional services.
  - Use external entities for mail delivery services
  - Use external entities for collection services
  - Provide personal information in defaulters lists locally and/or abroad, in case of default and/or non compliance with the above Terms and Conditions

The bank shall not be held liable for any direct or indirect consequence(s) of services provided by or through third parties, which are beyond the direct control of Bankmed. Equally, the Bank is released from any responsibility related to Banking Secrecy in the event that a third party, without the positive participation of the Bank, manages to obtain such information.

### **Applicable Law and Jurisdiction**

1. Any conflict or dispute that may arise in connection with these Terms and Conditions will be settled exclusively through the Courts of Beirut and will be governed by Lebanese Law, save for the Bank's rights to carry out collection procedures in any other jurisdiction whether in Lebanon or abroad.
2. In the event of any legal proceedings that may arise such as from the collection of the amounts due and/or for the collection of amounts settled as a result of the fraudulent used of the Card, or for any other reason, expenses incurred due to legal proceedings as well as attorney fees shall be born by the Account-holder.

### **Term of these Terms and Conditions**

1. The Bank reserves the right to amend and/or add and/or stop application and/or suspend application of the present Terms and Conditions at any time, at its sole discretion and without bearing any liability. To that end, the Cardholder has no right to contest this act(s) for whatever reason. The decision of the Bank shall be automatically enforceable starting from the date it notifies the Cardholder in writing at the address specified in the Card Application or from the date

it decides, at its sole discretion, to publicize its decision which shall be considered as due notification to concerned parties. The Bank shall consider the Cardholder to have accepted the amendments / additions if he keeps or uses the Card thereafter.

2. Closure of the Account-holder's account shall entail cancellation of the Card and settlement of any amounts due or which shall become due by the use of the Card.

### **Miscellaneous**

1. The Bank has the right to transfer or to assign to a third party, totally or partly, the amounts due or that will be due to him by the Account-holder and Cardholder, in principal, interests, commissions and charges, therefore the Account-holder and Cardholder waives hereby irrevocably, their right to Banking Secrecy towards the Bank for the above mentioned purposes.
2. The Bank reserves its right, and at its sole discretion, to modify and/or cancel any, all or a combination of the services it provides and/or to introduce new services accessible via the Card, the chip on the Card, ATMs, internet, phone banking, and/or any other technology it deems appropriate. The use of Bank offered services is considered as acceptance of Bank's offered services and their related Terms and Conditions and charges.
3. The Account-holder and the Cardholder hereby agree to waive any right to receive any information, whether electronic, postal or otherwise, each time a transaction passes through any of their accounts at the Bank. Furthermore, the Bank will not be responsible for any erroneous transactions that may pass through such accounts.
4. 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 or Pin in this respect.