Byblos Bank S.A.L. informs its customers of the amendment of Article 9.11 of the “TERMS AND CONDITIONS FOR OPENING AND OPERATING A BANK ACCOUNT”, deposited with the Notary Public of Beirut Mr. Elie Adel El Khoury, which shall govern its relationships with its customers.

This Article governs the “TERMS AND CONDITIONS” covering FATCA and the Common Reporting Standards (CRS).

All customers are invited to check these amended terms and conditions on Byblos Bank S.A.L. website www.byblosbank.com and in all its branches, and to contact the Bank for any clarification, objection or comment.


تتضمن هذه المادة الأحكام والشروط العائدة إلى "فاتكا" وإلى معابير الإبلاغ الموحدة .CRS

يرجى من كافة الزبائن الإطلاع على هذه الأحكام والشروط المعدلة على موقعه الإلكتروني www.byblosbank.com

وفي كافة فروعه والاتصال به لأي استيضاح أو اعتراض أو تعليق.
أحكام وشروط فتح وتحريك حساب مصرفي

TERMS AND CONDITIONS FOR OPENING AND OPERATING A BANK ACCOUNT
All documents signed by the customer (“the Customer”) of Byblos Bank SAL (“the Bank”) whereby he requests the opening of one or more account(s) in his name (“the Accounts”) shall form an integral part of the present Terms and Conditions for Opening and Operating a Bank Account (“the Terms and Conditions”)

All terms in Capital used but not defined herein shall have the meanings given to them in the Account Opening Form.

1. **Scope Of Application**

The Terms and Conditions (including any changes/modifications from time to time), the prevailing laws and banking practices shall govern the general relationship (including without limitation, all transactions relating to the opening and operation of the Account) between the Customer (individual or moral person) and the Bank. Any other services may be offered to the Customer at the discretion of the Bank, under special conditions, which may be separately agreed between the Bank and the Customer. In case of conflict between any of the Terms and Conditions and the above-mentioned special conditions, such special conditions shall, with respect to the particular services to which they relate, prevail.

2. **Acceptance**

The Customer shall unconditionally comply with and be bound by the Terms and Conditions, as in force from time to time. Without prejudice to the foregoing, the use of the Account and the Services by the Customer will be deemed an acceptance from his end of the Terms and Conditions. No act, delay or omission by the Bank shall affect its rights, powers and remedies under the Terms and Conditions.

3. **Current Account/Checking Account**

3.1. Given its general nature, the current account may include sub-accounts and encompass all of the obligations that exist or will exist between the Bank and the Customer.

3.2. The various accounts opened under the Customer’s name constitute the elements of a single and indivisible credit/debit account.

1. ** نطاق التطبيق**

ترعى حكام وشروط (بما فيها أي تغييرات/تعديلات من وقت لآخر) والقوانين المرعية والأعراف المصرفية العامة (بما فيها على سبيل الذكر لا الحصر فئة العمليات المتعلقة بفتح وتحريك الحساب) بين العمل (شخص طبيعي أو معمد) والمصرف. قد تقدم أي خدمات أخرى للمعامل وغيرها. فقابل للمصرف وفق الشرط الخاصة يُتقن عليها بين المصرف والمعلم على حدة. في حال التباين بين الحكام والشروط الخاصة المذكورة أعلاه، تعتمد الشروط الخاصة في ما يتعلق بالخدمات العائدة لها.

2. **موافقة المعلم**

يكون المعلم ملزمًا بالتفعيل بالحكم والشروط النافذة من وقت لآخر من دون قيد أو شرط مع مراوحة الحكام الواردة أعلاه، يعتبر استعمال الحساب والخدمات من قبل المعلم موافقة منه على الحكم والشروط. لا يسم أي فعل أو أثر أو إلغاء من قبل المصرف أي من حقوقه وصلاحياته وطعن العائدة له بموجب الحكم والشروط.

3. **الحساب الجاري**

2- إن مختلف الحسابات المفتوحة باسم المعلم، تؤول عناصر حساب دائن/مدين واحد غير قابل للتجزئة.

3- نظراً لطابعات العام، يمكن للحساب الجاري أن يتضمن حسابات ثانوية وأن يشمل جميع العلاقات المالية المشتركة أو التي ستنشأ بين المصرف والعميل.

1- نظمًا لطابعات العام، يمكن للحساب الجاري أن يتضمن حسابات ثانوية وأن يشمل جميع العلاقات المالية المشتركة أو التي ستنشأ بين المصرف والعميل.
3.3. If, in the course of the Customer’s collaboration with the Bank or for any reason whatsoever, the Customer holds accounts which are independent, by nature or by allocation, of the unique current account, the Bank is authorized to offset, at any time, the different balances of the accounts opened in the Customer’s name with the Bank against the unique current account balance. The currency of the final balance shall be the one the Bank deems appropriate without any responsibility on its part as a result of this choice. The Bank shall have the right to make all appropriate conversions in this regard.

3.4. In order to be valid, the Customer’s order shall bear the signature(s) of the person(s) entitled to operate the account. The orders shall be clearly notified to the Bank. The Bank shall not be held liable for any false or incomplete order it may receive. In the absence of precise instructions from the Customer, the Bank shall execute the orders in the way it deems most suitable.

3.5. The Bank is authorized in advance to reverse (i) any erroneous and/or groundless entry posted in the account, and (ii) any incoming transfer entry in case the funds related to such transfer are not collected from the intermediary or corresponding Bank.

3.6. The Customer is responsible of the checkbooks delivered by the Bank. The Customer shall not contest the payment of a check he has drawn except as stipulated by law. He shall bear all the consequences resulting from an improper check stop payment order. The stop payment instruction for loss of the check or for bankruptcy of its holder shall be formulated or confirmed in writing and executed on the Customer’s responsibility.

In the event of account closing for any reason whatsoever, the Customer shall deliver to the Bank all checkbooks or checks in his possession, knowing that the Customer will be solely liable for unused and undelivered checkbooks or checks.

3.3-3 إذا تبين نتيجة تعامل العميل مع المصرف أو لأي سبب آخر، وجود حسابات مستقلة، إن بطبيعتها أو يخصيصها، عن الحساب الجاري الموحد، فإن المصرف يفوض المصرف بإجراء المقاصة في أي وقت بين مختلف أرصدة هذه الحسابات المفتوحة بإسمه لدى المصرف مع رصيد الحساب الجاري الموحد، على أن يكون الرصيد النهائي بالعملة التي يراها المصرف مناسبة دون أي مسؤولية على عاتقه من جراء هذا الخيار، وإن يكون للمصرف حق إجراء جميع التحويلات اللازمة لهذه الغاية.

3.4-4 لأجل صحته، يجب أن يحمل أمر العميل توقيع (توافقي) الأشخاص المخولين لتحرك الحساب. يجب أن تبلغ الأوامر بوضوح للمصرف ولا يمكن أن يسأل هذا الأبخر في حال كانت الأوامر خاطئة أو غير كافية. في حال انتهاء تعليمات واضحة من قبل العميل، يختار المصرف طريقة إنفاذ الأوامر بالطريقة التي يراها مناسبة.

3.5-5 يجوز العميل مسبقاً للمصرف إجراء قيد معاكس (1) لكل قيد جرى خطاً و/أو دون أساس في الحساب و(2) لأي تحويل وارد إلى الحساب في حال لم يتم تحصيل المبالغ العادلة لهذا التحويل من المصرف الوسيط أو المراسل.

3.6-6 العميل مسؤول عن دفاتر الشيكات المسلمة من قبل المصرف. ولا يستطيع العميل الاعتراض على إيفاء شيك صادره عنه إلا وفق أحكام القانون. ويتحمل العميل جميع النتائج الناجمة عن اعتراض تعسي. وعلى العميل أن يؤكد خطياً طلب الاعتراض بسبب فقدان الشيك أو إفلاس حامله، على أن ينفذ هذا الاعتراض على كامل مسؤوليته.

وفي حال إقفال الحساب لأي سبب كان، يسلم العميل للمصرف كافة دفاتر الشيكات أو الشيكات التي بحوزته، جملًا أن العميل يتمثل وحده في هذه الحالة مسؤولية دفاتر الشيكات أو الشيكات غير المستعملة وغير المسلمة للمصرف.
3.7. The Customer acknowledges having received and understood the statutes of the Central Service of Unpaid Checks as established by Resolution no. 6060 issued by the Governor of the Central Bank of Lebanon on 25/12/1995.

In the event that the Bank returns a check drawn on it by the Customer for partial or total insufficient funds, the Customer agrees, without restriction to the application of the above-mentioned statutes, in particular Clause 4 thereof which requires the Bank to request to insert the Customer’s name on the defaulting customers list at the Central Service of Unpaid Checks of the Central Bank of Lebanon at the expiry of the fifteen-day regularization deadline running from the date of return.

3.8. The foreign exchange transactions are carried out under the Customer’s responsibility in conformity with the regulations in force. The Customer authorizes the Bank, at its own discretion, to automatically perform any foreign exchange transaction necessitated by the Customer’s account status.

In the event of unavailability of foreign currency due to a decision taken by the relevant authorities, the Bank shall not be held liable and may refuse to convert the said currency and claim the counter value in a convertible one.

In the event that the Customer’s account is debited with checks, bills, withdrawals, etc. in foreign currency where the funds are insufficient, while the Customer has a sufficiently funded account in a different currency, the Bank is authorized to carry out a foreign exchange transaction at the rate applicable at the conversion date, and to perform an account-to-account transfer allowing the execution of the transaction.

3.9. All values remitted to the Bank for collection are credited without prejudice to the Bank’s rights to reverse the uncollected remittances. The collection shall be made in the Customer’s favor at his own risk. The Bank is released
from any obligation to draw up a protest or institute legal proceedings in the event of non-collection.

Deposits that include bills of exchange, promissory notes, banker’s checks, regular checks, receipts and all commercial papers, shall be delivered by the Customer to the Bank by virtue of a detailed delivery schedule or against a receipt. The Bank shall then send the mentioned items for collection at any of its correspondents for the Customer’s benefit without bearing any civil or penal responsibility whatsoever towards any party in case of loss, theft, destruction due to an incident which it cannot reasonably control.

The Customer guarantees to the Bank that all endorsements and signatures on all checks and, in general, on all commercial papers delivered to the Bank in any form whatsoever are sound and true. In the case of payment of any of the above-mentioned items or any discounted bills, the Bank shall have the right to debit such an amount to the Customer’s account in case of theft or forged signature or endorsement. The Bank shall, in this case, retain the mentioned items until it has exercised all its legal rights thereto, including rights of defense.

3.10. Any provisional balance of the current account or any of the sub-accounts which becomes a debit one as a result of a transaction performed by the Customer may, subject to the discretion of the Bank, be considered as an occasional overdraft facility. However, the Customer may not avail himself of a credit right which requires the Bank’s consent.

Irrespective of the reasons that lead to an overdrawn account, the debit balance shall be immediately due and shall generate interest in the Bank’s favor at the rates set forth in the statement of account for debit balances until full settlement.

3.11. A statement of account whether in hard copies and/or electronic forms, is delivered to the Customer according to an agreed-upon periodicity, provided that at least one

atin اتخاذ إجراءات قانونية في حال عدم التحصيل.

تسلم الإيداعات المتصننة سندات سحب وسندات أمر وشكات مصرفية أو عادية وإيصالات وكافة الأوراق التجارية من المعيل للمصرف بموجب جدول تسليم فضفاض أو لقاء إعطاء إمضاء ذلك، على أن يقوم المصرف بإرسالها للتحصيل لدى أي من مراسيله لحساب المعيل، وقد يكون مسؤولاً مدنياً أو جزائياً بأي شكل من الأشكال تواجه أي كان في حالات الفقدان أو السرقة أو التلف بسبب فعل خارج عن سيطرته المعقوله.

يضمن المعيل تجاه المصرف صحة جميع التظهيرات والتوقيعات على جميع الشيكات وبشكل عام على جميع الأوراق التجارية التي يتسليمها للمصرف بأي صفة كانت يحق للمصرف، في حال دفعه قيمة أي من المستندات المذكورة أعلاه أو السندات المحسومة لديه، أن يقيد هذه القيمة على حساب المعيل في حالتين أنها سروقة أو تحمل توقيعات أو تظهيرات مزورة، على أن يحتفظ المصرف بها لحين ممارسة كافة حقوقه القانونية المتعلقة بها بما فيها حقه بالدفاع.

أي رصيد مؤقت للحساب الجاري أو لأي من الحسابات الثانوية يصبح ديوناً نتيجة عملية مصرفية أجراها العميل قد تعتبر تسهيلات مصرفية عرضية وفقاً لاستنسل المصرف. غير أنه لا يمكن للمعيل التذكر بحقه بالحصول على أية تسهيلات تتعلق بموقفة المصرف المسبقة.

هناك السبب الذي أدى إلى جعل الحساب مكشوفاً، يعتبر الرصيد المدني مستحق الآداء فوراً وينتج عنه فوائد لصالح المصرف بالحساب المحدد في كشف الحساب للأرصدة المدينة وذلك لغاية كامل الإيفاء.

11- يبلغ العميل كشف حساب ورقي أو/و الكتروني على فترات تتفق عليها، شرط أن تكون قد سجلت عملية واحدة على الأقل من تاريخ إيقاف الكشف السابق.
transaction has been recorded since the closing date of the previous statement.

Objections to the statements of account shall be submitted within a 15-day deadline of receipt.

In the absence of any objection within the above-mentioned period, the content of the statements of account shall be deemed approved whether or not the confirmation slip sent to the Customer has been returned signed.

3.12.

3.12.1. The Customer shall bear the fees, charges, commissions and interests resulting from keeping and operating the account.

3.12.2. The Bank may update, modify or complete the present conditions. Such changes shall apply and be deemed approved by the Customer, if the Bank has not received any objection from the Customer within a 15-day period of receipt of a letter of notification of these changes, enclosed or not to the statement of account or if the Customer has used the account after such notification.

3.13. The Customer or the Bank may at any time close the account without providing any motive. This decision shall be notified in writing to the other party.

The current account legal effects cease upon such notification and uncompleted transactions shall forthwith be settled.

The Customer commits to immediately return the checkbooks and the credit cards held by him or his representatives and relating to the closed account.

The Customer undertakes to amend any payment domiciliation previously made on his account, and abstain from having any other amounts domiciled on said account for any future transaction. The Customer shall therefore carry out all necessary measures concerning this change towards third parties, especially towards beneficiaries of the domiciliation.

إن الاعتراضات على كشفات الحسابات يجب أن تقدم خلال مهلة 15 يوماً من تاريخ استلامها.

في حال عدم الاعتراض ضمن المهل المذكورة أعلاه، يعتبر مضمون كشف الحساب موافقاً عليه حتى لو أعيدت القسائم التي تثبت أرصدة الحساب الموجهة إلى العميل موقعة منه أو لم تعود.

3-12-3 يتحمل العميل المصاريف والتكاليف والعمولات والفوائد المتعلقة بمسك وتحريك الحسابات.

يمكن تحديث الشروط الحاضرة أو تعديلها أو استكمالها من قبل المصرف على أن تطبيق وتعتبر موافقة عليها من قبل العميل في حال لم يستلم المصرف من قبل هذا الأخير أي اعتراض عليها خلال مهلة 15 يوماً من استلامه كتاب تبليغ بالتعديلات الحاصلة مرفقاً أو غير مرفق بكشف الحساب أو في حال متابعة استعمال العميل الحساب بعد إشعاره بهذه التعديلات.

3-13-2 يمكن إقفال الحساب في أي وقت كان سواء من قبل العميل أو من قبل المصرف دون الحاجة إلى تبيان الأسباب، ويلغ هذا الإجراء خطياً إلى الفريق الآخر.

وابتداء من هذا التبليغ تتهيئ فوراً المفاعيل القانونية الناتجة عن الحساب الجاري وتتبعها فترة تصفية للعمليات غير المنفقه.

بالتزام العميل بإعادة دفاتر الشيكات وبطاقات الاعتماد العائدة إلى الحساب المغلق والهيئة بحيازته أو بحيازة وكلانه على الفور.

وينزلز أيضاً بتحديد كل توطن مدفوعات جار مسبقاً على حسابه ويعد توطن مبالغ أخرى على هذا الحساب لعملياته المستقبلية. ويعد إليه بالقيام بما يلزم لجهة هذا التحويل تجاه الغير، لا سيما تجاه دائنيه الذين تم ملصحتهم هذا التوطنين.
The Customer shall maintain a credit balance to ensure the execution of transactions failing which they can be rejected by the Bank. The closure of the account does not suspend the generation of interest which will be added to the debit balance until final settlement.

4. **Deposit Account/Term Deposit**

4.1. The Bank may, at the Customer’s request, open one or more Deposit Accounts/Term Deposit in various currencies.

4.2. At the opening of the Deposit Account/Term Deposit the Customer does not receive a savings book in his name but an account conditions/credit advice.

4.3. The account conditions/credit advice shall determine the opening date of the Deposit Account/Term Deposit account, its maturity date as well as the applicable interest rate.

4.4. The Customer shall also receive in case of a Deposit Account a summary of transaction at his request.

4.5. Unless otherwise notified by the Customer 48 hours before deposit maturity, the Bank may renew the deposit for a similar period at the interest rate applicable at the renewal date.

4.6. Interest is paid at the end of the blocking period.

4.7. The Customer is disallowed withdrawal from the Deposit Account/Term Deposit before the maturity date. Where such withdrawals are exceptionally allowed, defining the conditions thereof reverts to the Bank.

5. **Easy Save Account**

5.1. The Easy Save Account is opened at the Customer’s request and shall comply with the Terms and Conditions.

5.2. This account shall be operated as a regular account, and all Customer’s bills, including credit cards fees and withdrawals, shall be debited to the said account. The Bank shall issue detailed statements of account for this account only at the Customer’s prior request.
6. Joint Account

6.1. The Customers, acting jointly and severally, and hereinafter referred to as the Joint Holder(S) may open in the Bank’s books one or more joint accounts (Current, Dynamic, Deposit/Term Deposit, Easy Save).

6.2. The joint account is governed by the provisions of the Terms and Conditions and by the laws in force in Lebanon, particularly the law of December 19, 1961 regarding joint accounts (“the Joint Account Law”).

6.3. Each of the Joint Holders may, with no restrictions or reservations whatsoever, by virtue of his sole signature and without the prior approval of the other Joint Holder(s):

a. operate the joint account(s)
b. carry out all transactions and make all the related commitments towards the Bank,
c. make deposits to and withdrawals from the account,
d. apply for the Electronic Banking Services,
e. apply for the Instructions by Fax or Email Services
f. apply for a Debit Card
g. request Checkbooks
h. give a third party proxy related to all or part of the aforementioned prerogatives and for that purpose, all Joint Holders waive in favor of that third party the Banking Secrecy over the Joint Account.

The Joint Holders acting jointly may also request the account’s closure, dispose of the balance and give the Bank final acquittal and release, and pledge the Joint Account(s) in favor of the Bank as guarantee for all or each of the Joint Holders’ debts or for a third party’s debt.

6.4. The Bank shall not admit any opposition from any Joint Holder regarding the other Joint Holders’ rights to individually operate the joint account(s) or dispose of them. However, in the event of a lawsuit between the Joint Holders in connection with the joint account(s) the Bank shall block the above-mentioned accounts upon

6- يمكن للمالكين متضامنين فيما بينهم، المسمى في ما يلي “الشريك/الشركاء”، طلب فتح، في إطار المسار، حساب أو عدة حسابات مشتركة (جار، ديناميكي، ايداع/أجل، توفير الائتمان).

2- يخضع الحساب المشترك لأحكام العقد الحاضر والقوانين اللبنانية المرعية الإجراء، وبوعظ خاص للقانون الصادر بتاريخ 1912/11/19 والمندرج بالحساب المشترك.” (قانون الحساب المشترك).

3- يحق لكل شريك في الحساب، من دون أي قيد أو تحظي، بتوقعه المنفرد وبدون موافقة بباقي الشركاء المشتركة:

أ. تحريك الحساب/الحسابات المشترك(ة)
ب. إجراء كافة الأعمال ويعقد كافة الالتزامات المتعلقة بها تجاه المصرف
ج. ايداع وسحب المبالغ من هذا الحساب
د. طلب الائتمان باختصاصات المصرفية الإلكترونية
ه. طلب الائتمان بعدم إرسال التعليمات عبر الفاكس أو البريد الإلكتروني
و. طلب الاستماع على بطاقة دفع
ز. طلب الاستماع على دفاتر شيك.
ح. توكيل شخص ثالث بكل أو بعض الصلاحيات المذكورة أعلاه، وللهذه الغاية يرفع كافة الشركاء السرية المصرفية عن الحساب المشترك لصالح الشخص الثالث المذكور.

وحق للشركاء متحدين أن يطلبوا إقفال الحساب ويتصوروا بالمصروف إبراء الشركاء الشامل والنهائي، وأن يرهنوا الحساب المشترك لصالح المصرف ضمانة لديون الشركاء متحدين أو متضامنين أو ضمانة لشخص ثالث.

6- لا يأخذ المصرف بأي اعتراض من أحد الشركاء في الحساب على تحريك الحساب/الحسابات المشترك(ة) بأمر من الشريك الآخر أو التصرف به/ها. غير أنه في حال نشوء نزاع قضائي بين الشركاء يتعلق بالحساب/الحسابات المشترك(ة)، فإنه يتوجب على المصرف تجديدها فورًا.
notification thereof and until settlement of the dispute by virtue of an enforceable judgment.

The accounts shall be kept blocked until the Bank is notified of an enforceable judgment settling the dispute or of a request for unblocking the said account, signed by all the Joint Holders. During the blocking period, the joint account(s) shall not generate interest.

6.5. In case of bankruptcy of one of the Joint Holders, the bankrupt shall be considered the owner of the credit balance of the account, unless proven otherwise by virtue of a court enforceable judgment notified to the Bank.

6.6. In the event that the Bank receives, on behalf of any of the Joint Holders, funds, bonds or securities without any specific instructions regarding their use, and if the above-mentioned Joint Holder does not have an account opened in his personal name in the Bank’s books, the latter is entitled to credit the said amount to the joint account(s), without necessarily having to notify the other Joint Holders.

6.7. Upon the death of any of the Joint Holders, the surviving Joint Holder(s) shall dispose with absolute freedom of all of the joint account(s). In this event, the Bank is not bound to provide the deceased Joint Holder’s heirs with any information.

6.8. The Bank reserves its right to close the joint account(s) at any time and without assuming any responsibility, by requesting from one or more Joint Holders to withdraw the balance(s), bonds or securities, or pay, if need be, the debit balance(s) within a 15-day time-limit starting from the notification of the Bank’s decision. Any notice or summons sent to any of the Joint Holders shall be deemed sent to all of them.

وبيلغه ذلك ولحين البت بالنزاع بحكم صالح للتنفيذ.

ويبقى التجميد قائماً لحين تبلغ المصرف حكماً قابلاً للتنفيذ.

ويفصل في النزاع أو تبلغه طلباً برفع التجميد موقعاً من جميع الشركاء. لا تنتج الحسابات المشتركة خلال فترة التجميد اية فائدة.

6-5 في حال إفلاس أحد الشركاء في الحساب، يعتبر رصيد الحساب الدائن لكمال للشريك المفلس، ما لم يثبت العكس بموجب قرار قضائي صالح للتنفيذ يبلغ إلى المصرف.

6-6 إذا تسلم المصرف، لحساب أحد الشركاء، مبلغًا من المال أو سندات أو أوراق مالية دون تعليمات خاصة في ما يتعلق بكيفية استعمالها، وإذا لم يكن لهذا الشريك حساب باسمه الشخصي في سجلات المصرف، يحق لهذا الخبر أن يقيدها في الحساب/الحسابات المشترك(ة) دون أن يكون عليه إبلاغ الشركاء الآخرين.

6-7 عند وفاة أحد الشركاء في الحساب، يتصرف الشريك الآخر أو الشركاء الآخرين بكامل الحساب/الحسابات المشترك(ة) مطلق التصرف. وفي هذه الحالة، لا يكون المصرف ملزمًا باعطاء إية معلومات لورثة الشريك المتوفي.

8-6 يحتفظ المصرف بحق إقبال الحساب/الحسابات المشترك(ة) في أي وقت كان، دون ترتب إية مسؤولية على عاتقه، في طلب لهذه الغاية من أحد أو بعض الشركاء في الحساب أن يسحب/يسحبوا، الرصيد أو السندات أو القيم، أو أن يدفع/يدفعوا الرصيد المدين عند الأقضية خلال مهلة خمسة عشر يومًا من تاريخ تبلغه/تبلغهم قرار المصرف. كل تبلغ أو تكليف بالحضور يوجه إلى أي من الشركاء في الحساب يعتبر حكماً وكأنه موجه اليهم جميعاً.
7. **Debit Card**

7.1. The Bank may, at the Customer’s request issue a debit card (hereinafter referred to as "the Card") that allows the Customer (hereinafter referred to as "the Cardholder"), against the payment of the agreed-upon commission:

a. To make cash withdrawals from the Automated Teller Machines (ATMs) in Lebanon and abroad.
b. To obtain from said machines statements of account;c. To pay the purchases of goods and services in establishments in Lebanon and abroad.
d. To effect transfers from/to his accounts with the Bank.
e. To make cash and checks deposits through specified ATMs.
f. To execute any other transaction made available by the Bank through the ATMs.

7.2. The Card is issued at the request of the Cardholder or his authorized representative and is linked to one or more Account ("the Card Account"). The Cardholder may ask for supplementary cards for third parties. In this case, he shall determine the number of his personal account to be linked to the supplementary card(s).

7.3. The Card remains the property of the Bank. The Bank reserves the right to request its restitution or suspend its use at any time, without any justification. The Cardholder shall then be bound to return the Card to the Bank at its first request.

7.4. The Card bears an expiry date embossed on it and is renewed yearly unless otherwise specified by the Bank or the Cardholder.

The closing of the Card Account, for any reason whatsoever, automatically leads to the Card cancellation. Therefore, the Cardholder shall return the Card as well as any supplementary card linked to said Card Account.
7.5. The daily Card expenditure ceiling shall be as agreed upon between the Bank and the Cardholder, provided that such a limit does not exceed the balance of the Card Account.

7.6. The Bank deducts from the Card Account an amount either in the currency of the Card Account or its equivalent in Lebanese pounds at the exchange rate prevailing at the conversion date, representing the Card Account management fees including the insurance fees against any loss, theft or misuse of the Card.

7.7. The Cardholder is liable for all transactions, including but not limited to withdrawals/deposits, fees and charges resulting from the use of the Card.

Prior to any withdrawal/payment, he shall verify, on his responsibility, the existence in the Card Account of sufficient and available funds to cover the transactions that should be maintained until the transaction amount is debited. The Bank is authorized to automatically debit said withdrawals, fees and charges to the Card Account.

7.8. In the event the Cardholder makes withdrawals or purchases in a currency other than the currency of the Card Account, the Bank may, without any notice, convert the value of said withdrawals and purchases into the currency of the Card Account at the then prevailing exchange rate. The Cardholder waives his right to oppose the exchange rate applied and the timing of the exchange transaction.

7.9. The Cardholder is fully aware of the risks resulting from any Card-related transactions namely from the ATMs used, which might lead to erroneous information. The Cardholder accepts these risks and shall release the Bank from any liability resulting from and/or directly or indirectly in connection with said risks.

7.10. The Card is strictly personal and may not be endorsed, lent or transferred in any way whatsoever. The Cardholder must sign it immediately upon receipt. The Bank gives the Cardholder a confidential Personal...
Identification Number which is required for the validation of any transaction made through the Card, under penalty of cancellation or withdrawal of the Card after three unsuccessful attempts.

The Cardholder shall take all measures necessary to keep safe the Card and PIN code, especially not to write down the PIN code on the Card or on any other document attached to the Card. He shall be responsible for the Card and for all related withdrawals and charges. Accordingly, the Cardholder assumes all consequences for not keeping confidential the PIN code.

7.11. Any banknotes or checks deposited through the ATM shall be credited to the Card Account after the Bank’s count, verification and acceptance which shall be conclusive and binding upon the Cardholder. Any such deposits shall only be regarded as having been received by the Bank upon crediting the same to the Card Account; the Bank may, at any time without prior notice and at its discretion, refuse or return any deposit in whole or in part.

The Bank cannot accept and shall not bear any liability for not accepting or crediting any checks or banknotes deposits other than accepted currencies.

The Cardholder may deposit, through the ATM, banknotes or checks using only the envelopes provided by the Bank in manner as to permit the envelope to be fully closed and secured. The Bank shall not accept any deposit made in an envelope other than the one provided by the Bank.

The Bank shall not credit and shall not bear any responsibility for not crediting any amount deposited by the Cardholder per day in excess of the amounts specified in the Special Terms and Conditions for using the Deposits Services through the ATM.

Banknotes or checks denominated in a currency other than the currency of the Card Account and deposited through the ATM shall be automatically converted to the Card

ضرورياً لإتمام أي عملية عبر البطاقة تحت طائلة إبطال مفعول البطاقة أو سحبها بعد ثلاث محاولات فاشلة.

يتوجب على حامل البطاقة أن يتخذ كافة التدابير اللازمة إلى الحفاظ على سلامة البطاقة والرقم السري، لا سيما عدم تدوين هذا الرقم على البطاقة أو على أي مستند آخر يرفق بالبطاقة، بحيث يبقى مسؤولًا عن استخدامهما وعن جميع السحبات والتكاليف ذات الصلة. وبالتالي، يتحمل حامل البطاقة كافة النتائج التي قد تنتج عن إهماله بالمحافظة على سرية الرقم المعطى له.

لا يقبل المصرف ولا يتحمل أي مسؤولية لجهة عدم قبول أو قيد أي إيداعات أو أي أوراق نقدية تكون عملتها مختلفة عن العملات المقبولة منه.

يجوز لحامل البطاقة إيداع أوراق نقدية أو شيكات عبر الصراف الآلي بإستخدام فقط الظروف الخاصة بالمصرف بعد أحكام إقابلها بشكل جيد، وإلا كان للمصرف الحق برفض أي إيداع لم ينفذ بالظرف الخاص به.

يمتتع المصرف عن قيد أي مبلغ مودع من قبل حامل البطاقة تفوقيه في اليوم القيمة المحددة في الأحكام والشروط الخاصة باستعمال خدمات الإيداع عبر الصراف الآلي، كما أنه لا يتحمل أي مسؤولية نتيجة هذا الامتناع.

في حال اختفت عملة الأوراق النقدية أو الشيكات المودعة عبر الصراف الآلي عن عملة حساب البطاقة، يتم تحويل عملة هذه الأوراق حكماً إلى عملة الحساب المذكور بسعر
Account currency at the prevailing Bank’s system exchange rate needless of any formality or notice.

The acceptance of deposited banknotes and checks through the ATM is without prejudice to future rejection by the Bank of any counterfeited or invalid banknotes or checks or uncollected checks without any notice to the Cardholder. The Bank’s simple possession of counterfeited or invalid banknotes or checks in amounts equivalent to the deposited amounts shall constitute irrefutable evidence of their deposit by the Cardholder in the Card Account. The Cardholder expressly accepts this rule of evidence as an essential condition for the use and benefit of the ATM.

The Bank shall not be liable for any missing information or discrepancy between the amounts deposited and the amounts credited to the Card Account or between the slip inserted in the envelope and the actual amount credited to the Card Account, either banknotes or checks; the Bank will only process the amount verified by it as per the Terms and Conditions and the Special Terms and Conditions for using the Deposits Services through the ATM.

The Bank shall not be responsible for any loss or personal or pecuniary damage occasioned by the use of the deposit service through the ATM resulting from unlawful acts of other persons, including, but not limited to, fraud, assault, theft, vandalism or malicious mischief.

The Cardholder shall be, at all times, liable for any transactions made contrary to the Terms and Conditions and the Special Terms and Conditions for using the Deposits Services through the ATM and shall indemnify the Bank for all loss/damage caused by any unauthorized use of the Card.

7.12. In the event of loss or theft of the Card, the Cardholder shall immediately notify the Bank or MasterCard/Visa by phone at the numbers provided by the Bank. The Cardholder shall lodge a protest by a registered letter or by fax within /120/ (one hundred and twenty) days from the transaction date, or else he shall be accountable for any unauthorized use of the Card.

إن قبول الأوراق النقدية والشيكات عبر الصراف الآلي لا يحل دون رفض المصرف لفهماً أي أوراق نقديه أو شيكات مزورة أو غير صالحة أو شيكات غير محصلة، من دون الحاجة إلى إشعار حامل البطاقة. إن مجرد حيازة المصرف أوراق نقديه أو شيكات مزورة أو غير صالحة توحي قيمتها المبلغ المودع هو دليل قاطع على إيداعها من قبل حامل البطاقة في حساب البطاقة، وإن حامل البطاقة يقبل قاعدة الإثبات هذه صراحة ويوقف على كونها شرطاً أساسياً لاستعمال الصراف الآلي والانتفاع منه.

لا يكون المصرف مسؤولاً عن أي معلومات ناقصة أو تباين بين المبالغ المودعة والمبالغ المقدمة في حساب البطاقة أو بين الإيصال الموضوع في الظرف والمبلغ الفعلي المقيد في الحساب المذكور، إن لجة الأوراق النقدية أو الشيك، إنما يقوم المصرف بقيد المبلغ الذي تم التوقيف به من قبله وفقاً للأحكام والشروط والأحكام والشروط الخاصة باستعمال خدمات الإيداع عبر الصراف الآلي.

لا يكون المصرف مسؤولاً عن أي فقدان أو أي ضرر شخصي أو مادي يسببه استخدام خدمة الإيداع نتيجة أفعال غير قانونية قام بها الفي، على سبيل الذكر، الحر، الغش أو الاعتداء أو السرقة أو التخريب أو التزوير.

يشمل ذلك بأنه يمكن حامل البطاقة، في أي وقت، مسؤولاً عن أي عملية مفيدة بطريقة مخالفه للأحكام والشروط والأحكام والشروط الخاصة باستعمال خدمات الإيداع عبر الصراف الآلي ويعتقد بالتفويض على المصرف عن خسارة/ضرر نتيجة استعمال البطاقة بشكل مخالف لشروطها.

12-7 في حالة فقدان البطاقة أو سرقتها، يتوجب على حامل البطاقة إعلام المصرف أو ماستركارد/فيزا بذلك فوراً، هاتفيًّا على الأرقام المزود بها من قبل المصرف، على أن يؤيد اعتراسه بموجع كتاب مضمون مع إشعار بالاستلام، أو بالفاكس خلال 120 يوماً (مئة وعشرين) من تاريخ إجراء العملية، تحت طائلة تحمله النفقات والتكاليف.
liable for all fees, costs and charges generated by the stolen Card. The protest shall be deemed lodged upon receipt by the Bank or MasterCard/Visa of the registered letter or fax. As of the date of notification of the Bank, the Cardholder shall no longer be held liable for the fees and costs resulting from the Card, except in the case of error or negligence on the part of the Cardholder. The insurance mentioned hereinabove comes into force from the date of notification of the Bank of the loss, theft or misuse of the Card.

7.13. The Bank shall not be held liable for any dispute arising between the Cardholder and the establishments part of the MasterCard/Visa network whenever the Card is rejected for whatever reason.

7.14. The Bank reserves its right to amend the Terms and Conditions at any time provided that it notifies the Cardholder of such amendments. Using the Card by the Cardholder after such notification shall be deemed implicit approval of said amendments.
8. Electronic Banking Services

8.1. INTRODUCTION

8.1.1. The Bank may upon its approval and at the Customer’s request, make available to the Customer the use of Electronic Banking Services provided by the Bank in terms of which the Bank, will execute on behalf of the Customer, Instructions (as defined below) given to it by the Customer in electronic format. The Customer understands and accepts that these Services are subject to the Terms and Conditions for Opening and Operating a Bank Account at the Bank, as well as the prevailing laws and banking regulations and practices enforceable in Lebanon by which the Customer hereby clearly, expressly and totally abides.

8.1.2. The Customer shall access the Electronic Banking Services either directly or through Delegates (as defined below in case Customer is a legal entity) acting on its behalf.

8.1.3. The below terms will be considered legal and binding, and supersedes all agreements previously signed between the Bank and the Customer related to the Electronic Banking Services.

8.2. DEFINITIONS

8.2.1. Access ID (user ID/Online ID/Username) means the login/sign in code assigned or issued by the Bank to the Customer and/or set or replaced by the Customer, as one of the identification means of the Customer for the access to the Electronic Banking Services.

8.2.2. Account means any present or future account opened by the Bank in the name of the Customer subject to the present “Terms and Conditions, for Opening and Operating a Bank Account” except as otherwise expressly notified by the Customer, and “Accounts” means two or more of these accounts.

8.2.3. Section 8 means Section 8 of the present “Terms and Conditions for Opening and
Operating a Bank Account” and all documents and supplementary terms issued by the Bank organizing the provision of the Electronic Banking Services, as the same may be modified by the Bank at any time.

8.2.4. Application Form means the application form provided by the Bank to the Customer and signed by the latter for the purpose of applying for the access to and benefit from, the Electronic Banking Services.

8.2.5. Banking Services mean the financial, banking or other services, related products (such as Bancassurance), facilities, banking operations and activities which may be offered by the Bank from time to time (as may be withdrawn, added to or modified by the Bank at its entire discretion).

8.2.6. Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications mean the Bank portal through which Customers and their Delegates access and/or use the Electronic Banking Services.

8.2.7. Certificates mean Digital security certificates provided to the Customer and/or to its Delegates by the Bank, to be used in conjunction with Passwords to complete the identification of, and enable, the Customer and/or its Delegates to access Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications, Electronic Banking Services and/or to effect the Customer’s or Delegate’s Instructions.

8.2.8. Customer means for the provisions of the present Section 8, the (or one of the) owner(s) of an Account which is opened in the name of one or more individuals, or corporation, organization, institution, association, government agency, bank, or company (joint stock, limited liability, partnership, etc...), and which has applied for the Electronic Banking Services and has been provided with the Access ID, PIN/Password, Certificates and/or any other security device, and includes its respective successors, personal representatives and

8.2.8. Successors, personal representatives and/or to effect the Customer’s or Delegate’s Instructions. 

8.2.8. Section 8, the (or one of the) owner(s) of an Account which is opened in the name of one or more individual, or corporation, organization, institution, association, government agency, bank, or company (joint stock, limited liability, partnership, etc...), and

8.2.8. Banking Services mean the financial, banking or other services, related products (such as Bancassurance), facilities, banking operations and activities which may be offered by the Bank from time to time (as may be withdrawn, added to or modified by the Bank at its entire discretion).

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8.2.8. Successors, personal representatives and/or to effect the Customer’s or Delegate’s Instructions. 

8.2.8. Section 8, the (or one of the) owner(s) of an Account which is opened in the name of one or more individual, or corporation, organization, institution, association, government agency, bank, or company (joint stock, limited liability, partnership, etc...), and
Delegates which are assigned banking and/or other special rights and/or attributions.

8.2.9. Customer Guides mean the welcome letter, brochures, security guides, usage guides, manuals, help text and any other documents, in any format (including but not limited to hard copies and/or electronic forms) issued by the Bank to the Customer from time to time explaining the terms and methods of use of the Electronic Banking Services.

8.2.10. Delegate/s means any appointee empowered by the Customer for using the Electronic Banking Services on the Customer’s accounts and behalf.

8.2.11. Digital signature is a private key in the form of letters, numbers or codes/characters that are tagged to electronic documents.

   a. Digitally signed email means any email which is signed by the sender using a PKI certificate.

   b. An Electronic Banking transaction is considered digitally signed when the user enters his Access ID and Password, or uses of a valid plastic card credentials, and/or enters an OTP for confirmation of Transactions above a predefined value or of a predefined nature.

8.2.12. Electronic Banking/Electronic Banking Services means the Banking Service availed by the Bank to Customers through the use of electronic or photoelectric means (including but not limited to fixed telephone, cellular phone, mobile applications, computer, tablet, internet, automated teller machine, point of sale or any other electronic device) with or without the assistance of any officer, employee, or agent of the Bank.

8.2.13. Instruction means any instructions, authorizations or requests communicated by the Customer or its Delegate through the Electronic Banking Services and verified through the relevant Security Devices.

9-2-8 8.2.12 «التعليمات المصرفية» تعني رسالة الترحيب والمنازل بDIRECTORY_381_8.2.11. «المفوض المفوض» هو المعنيون من قبل العميل لاستعمال الخدمات المصرفية الإلكترونية لحسابه وبالنيابة عنه.

8-2-7 11-2-8 11 “التوفيق الرقمي” هو مفتاح خاص يتضمن حروفًا أو أرقامًا أو رمزًا ويُلاحظ على المستندات الإلكترونية. أو البريد الإلكتروني الموقوف رقميًا يعني أي بريد الالكتروني موقع من المربيل عبر استعمال شهادة PKI.

ب. تعتبر العملية المصرفية عبر الإنترنت موقعة رقميًا، عندما يدخل المستخدم رمز الدخول وكلمة السر أو يستعمل رقم أو رمز بطاقة مصرفية صالحة و/أو لتثبيت العملات التي توفر قيمة OTP، يدخل الهدية مسبقا أو تكون ذات طبيعة محددة مسبقا.

12-2-8 12-2-8 «الخدمات المصرفية الإلكترونية» تعني الخدمة المصرفية الموزعة من قبل المصرف إلى العملاء عبر استخدام الوسائل الإلكترونية أو الفوتوكهربانية (بما في ذلك على سبيل الذكر: الهواتف المحمولة، الهواتف الخفيفة، تطبيقات الهاتف الخفيف، الكمبيوتر، لوحة الورق، الإنترنت، الصرف الآلي، نقاط البيع، أو أي أداة كهرونية أخرى) بمساعدة أو من دون مساعدة أي مسؤول أو موظف أو وكيل لدى المصرف.

13-2-8 13 “تعليمات” تعني أي تعليمات أو تراخيص أو طلبات موجهة من قبل العميل أو مفوضه عبر الخدمات المصرفية الإلكترونية يتم التحقق منها عبر أنظمة الأمان المناسبة.
8.2.14. **OTP** means One Time Password. It is an authentication solution supplying an extra layer of security over the usage of Electronic Banking Services, by requiring a unique password that is provided to the Customer (or its Delegates) via a Security Device, and that is only valid for one login or for one transaction conducted on Electronic Banking Services, in combination with an Access ID and a login Password.

8.2.15. **PIN/Password** means all confidential passwords, phrases, codes, numbers, or other forms of personal identification including but not limited to any replacement number or signature issued by the Bank to the Customer or its Delegates and/or set or replaced by the Customer, which may be used to access the Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications, the Electronic Banking Services, the Security Devices, and/or to effect Customer Instructions.

8.2.16. **PKI** means Public Key Infrastructure. The PKI is a system of Digital certificates, certificate authorities and other registration authorities that verify and authenticate the validity of each party involved in an internet transaction. The PKI encrypts the message using 2 keys one is public and used by the sender to encrypt the message, the other is private and used by the recipient to decrypt it.

8.2.17. **Security Devices** mean any Security procedure or tool (physical or electronic, protected or unprotected by password, such as OTP Token) assured by the Bank for a purpose related to the use of the Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications, the Electronic Banking Services and/or to effect Customer Instructions, in conjunction with the Access ID, PIN and Certificates.

8.2.18. **Transaction** means execution of a banking operation through the Electronic Banking Services.
8.2.19. **Utilization** means the use of the Electronic Banking Services whether or not for a Transaction, and includes any utilization that may not be authorized by the Customer or which may be fraudulent or dishonest.

8.3. **AVAILABILITY AND ALTERATIONS**

8.3.1. **Availability of the Electronic Banking Services**

The Electronic Banking Services are provided on an “as is”/“as available” basis only.

8.3.2. **Subscription to the Electronic Banking Services**

a. The Subscription to the Electronic Banking Services and the Utilization of any Electronic Banking Services shall be subject to the completion and signature by the Customer of the Electronic Banking application form and any other agreement or documentation required by the Bank from time to time;

b. However and when made available by the Bank, the Customer may undertake an automatic subscription to the access and use of Electronic Banking Services by using the credentials provided by the Bank, and except when otherwise is expressly required by the Bank, and such access to the Electronic Banking Services made available by the Bank will be considered active without any further intervention from the latter.

8.3.3. **Request for Addition of Electronic Banking Services Features Post Subscription**

The Bank may require, for the activation of some Electronic Banking Services features, the Customer to manually sign additional forms, or authenticate his request as may be otherwise instructed by the Bank, and/or collect a Security Device, as the Bank may deem necessary, whether the initial subscription to Electronic Banking Services was conducted through Byblos Bank.
8.3.4. Alteration and limits to the Electronic Banking Services

The Bank does not warrant that the Electronic Banking Services will be available on an uninterrupted basis. The Bank may, without prior notice to the Customer, at any time and from time to time add to, vary, alter, suspend or remove any of the Electronic Banking services or products, including without limitation the right to set, vary or cancel limits for any transactions types, facilities, services and products that may be carried through the Electronic Banking Services, and to vary their frequency and availability period. In such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result of such alteration, suspension or removal.

8.4. USE OF THE ELECTRONIC BANKING SERVICES

8.4.1. Use of the Electronic Banking Services in General

a. The Customer shall be bound by and shall comply with any and all of the Bank’s procedures, requirements, restrictions, instructions or any additional conditions pertaining to the access and use of the Electronic Banking Services as may be issued by the Bank at any time.

b. The Customer acknowledges that it will be deemed to have read, understood and applied the information displayed on any profile, system or Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications and the Customer’s role in respect thereof.
8.4.2. Use of Access ID, PIN/Password, Certificates and Security Devices

a. The Access ID and/or the PIN and/or any other Security Device may be collected by the Customer at the branch where the Customer Identification File (CIF) is maintained or as may be otherwise arranged by the Bank.

b. The Customer shall abide by the instructions provided to him by the Bank for using the Device, Certificate, Password and Access ID and shall cause its Delegates to comply with the terms of these Terms and Conditions and all the terms and conditions in force from time to time and applicable to the Bank's Electronic Banking Services and any other instructions or recommendations the Bank may issue regarding Electronic Banking Services security including, without limitation, the security recommendations contained in the Customer Guides, and more particularly in the security guide section relating to Electronic Banking Services.

c. The Customer acknowledges that its use of the services shall in no way vary any aspect of the bank-client relationship between it and the Bank.

d. The Customer agrees that the Access ID, Passwords, Certificates and Security Devices used by the Customer in the Utilization of the Electronic Banking Services shall be deemed to constitute a valid and irrefutable form of authentication of the Customer, fully binding upon it with respect to the Instructions and relevant Transactions conveyed thereunder.

e. The Customer shall at its sole responsibility set up, maintain and regularly review security arrangements concerning access to and use of the Electronic Banking Services, its computers, devices, equipment and communication systems and information stored therein, and in particular its control and any of its Delegates’ control of Access IDs, Passwords, Certificates and Security Devices.
f. The Bank may from time to time at its sole discretion and without any liability change the Access IDs, Passwords, Certificates, Security Devices and/or procedures used by the Customer in order to perform Electronic Banking Services considered by the Bank as high risk. The Customer shall comply with using such new devices and/or procedures.

g. The Customer may at any time change the PIN/Password to another code, number or form of his choice through such methods as may be prescribed by the Bank from time to time.

h. The Customer shall memorize and shall ensure that its Delegates memorize and keep their use alone and secure at all times and take steps to prevent unauthorized use of their Access IDs, Passwords and any Certificate provided to them, including but not limited to the following:

- Never write or otherwise record their Access IDs and Passwords in a way that can be understood by someone else except when it is required by the Bank as set out in the Customer Guides;

- Never reveal their Access IDs and Passwords to anyone else, including their staff, except where specifically provided in the Customer Guides;

- Destroy any advice from the Bank concerning their Access IDs and Passwords promptly after linking their Electronic Banking Services logon details to their Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications, except where specifically provided in the Customer Guides;

- Avoid Passwords which may be easy to guess such as passwords used in connection with third parties, telephone numbers, birthdays, addresses, or any
other readily identifiable combination of letters or numbers or other personal information;

- Inform the Bank immediately if they believe that a third party may have seen or have had access to their Access IDs, Passwords or Certificates;

- Never record their Passwords on any software which retains it automatically (for example, any computer screen prompts or ‘save password’ feature or the like on their Internet browser);

- Change their Passwords on a regular basis, not alternate between passwords and not to use any previously used Electronic Banking Services Password or Security Device Password.

- Choose a different Electronic Banking Services Password from any personal identification number or other secret code he uses for other Banking Services.

i. The Customer shall take all reasonable precautions to maintain the secrecy of his Access ID, Electronic Banking Services Password, and Security Device Password, including ensuring that any information stored on any device with which he accesses the Electronic Banking Services is protected against unauthorized access by third parties.

j. The Bank shall not be responsible for the security or confidentiality of the Customer’s Account information or Instructions until actually received by the Bank. Once the Customer or its Delegates have initiated an online Electronic Banking session, they will, under no circumstances, leave the electronic terminal from which they have accessed Electronic Banking Services until they have terminated that session and have logged-off the Electronic Banking Services. The Customer shall be responsible for ensuring that he or the Delegates have logged off Electronic Banking at the termination of any Electronic Banking Services.

- إعلام المصرف على الفور في حال الشك في أن أي فريق ثالث قد رأى أو اطلع على رمز الدخول أو كلمة السر أو الشهادات;

- عدم تسجيل كلمة السر على أي برنامج معلوماتي بحوزته آتوماتيكيًا (مثل: في أي رسالة تظهر على شاشة الكمبيوتر أو على خاصية "حفظ كلمة السر" أو أي خاصية مماثلة متوفرة على متصفح الإنترنت)

- تغيير كلمة السر باستمرار وعدم التنقل بين كلمات السر وعدم استعمال كلمة سر من أجل الخدمات المصرفية الإلكترونية أو كلمة سر من أجل نظام الأمان سيئ أن استخدمت;

- اختيار كلمة سر للخدمات المصرفية الإلكترونية مختلفة عن أي رقم صناعي أو أي رمز سري آخر يستعمله لخدمات مصرفية أخرى.

لا يتهم المصرف أي مسؤولية عن أمان أو سرية المعلومات أو التعليمات المتعلقة بحساب العمل قبل استلامها الفعلي من قبل المصرف. لدى تغيل العمل أو مفوضية الإنترنت إجراء العمليات المصرفية الإلكترونية، يتعين علىهم، في ظل أي ظروف كانت، عدم ترك جهاز الإنترنت الذي تمكنوا من خلاله وصول الخدمات المصرفية الإلكترونية قبل نهاية العملية المصرفية الإلكترونية وخروجهما من الخدمات المصرفية الإلكترونية. يتعين على العمل أو على مفوضية الخروج من خدمة العمليات المصرفية الإلكترونية عند انتهاء أي جلسة انتهت خاصة بالعمليات المصرفية.
The Customer shall also be solely responsible for implementing any and all browser security measures available through Customer web browser, including, closing Customer web browser or clearing Customer browser’s cache after an Electronic Banking session.

The Customer shall not access Electronic Banking Services, Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications, from any device connected to a local area network (LAN) or any public Internet access device or access point without first making sure that no one else will be able to observe or copy their access or get access to Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications and/or to Electronic Banking Services pretending to be a Delegate. The Customer shall ensure that his Delegates abide by the same.

The Customer acknowledges that any software downloaded by the Customer from the internet and specifically the Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications, is third-party software, the licensing of which shall be subject to such terms and conditions as the licensor of such software may impose;

The Customer and its Delegates shall ensure that:

- all Security Devices are kept completely confidential and secure; and
- there is no unauthorized use or abuse of the Security Devices.

The Customer and its Delegates shall undertake to notify and/or contact the Bank immediately (“Security Notification”) if he has reason to believe that, suspect that or has knowledge that any of the following has occurred:

- Knowledge that an immediately (“Security Notification”) if he has reason to believe that, suspect that or has knowledge that any of the following has occurred:
- The Customer and its Delegates shall ensure that his Delegates abide by the same.

- Management for any software, the licensing of which shall be subject to such terms and conditions as the licensor of such software may impose;

- The Customer shall ensure that his Delegates abide by the same.

- The Customer acknowledges that any software downloaded by the Customer from the internet and specifically the Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications, is third-party software, the licensing of which shall be subject to such terms and conditions as the licensor of such software may impose;

- The Customer and its Delegates shall ensure that his Delegates abide by the same.

- The Customer and its Delegates shall undertake to notify and/or contact the Bank immediately (“Security Notification”) if he has reason to believe that, suspect that or has knowledge that any of the following has occurred:

- Knowledge that an immediately (“Security Notification”) if he has reason to believe that, suspect that or has knowledge that any of the following has occurred:

- The Customer and its Delegates shall ensure that his Delegates abide by the same.
• the security of any Security Device may have been compromised

• the Security Device is damaged or no longer functional

• such Security Device has become known or been revealed to any person other than the Customer and/or the concerned Delegate.

• there has been unauthorized use of any Security Device or an unauthorized access to Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications and/or Electronic Banking Services, or any unauthorized transaction or Instruction which the Customer or any of its Delegates know of or suspect;

• there has been use of the Electronic Banking Services by any unauthorized person other than the Customer or its Delegates.

• if the Customer suspects someone else knows the Passwords of one or more of the Delegates or has access to their Certificates and Security Devices.

Until the Customer gives such notice to the Bank and the Bank actually receives it, the Customer will be liable for all Transactions and Customer Instructions that may be carried out as a result of authorized or unauthorized use of Customer’s Access ID, or Electronic Banking Services Password, or Certificates or Security Device.

0. The Bank shall be entitled to deactivate or revoke the use of any one or more Security Devices at any time without assigning any reason and without prior notice to the Customer.
p. The Bank shall not be liable in contract, tort or otherwise, for any damage, losses, expenses or costs whatsoever whether direct, indirect, foreseeable or not, suffered or incurred by the Customer as a result of:

- any transaction resulting from any Instruction made by the Customer or purportedly made by the Customer or its Delegates with or without the Customer’s consent and referable to such compromised Security Device and which was processed by the Bank prior to or at the time of such compromised Security Device and which the Bank has stopped the processing thereof; or

- any failure by the Bank to carry out any Instruction referable to a compromised Security Device, Access ID, Certificate, and/or PIN/Password which was outstanding as at the time the Bank has stopped the processing thereof.

q. The Customer shall comply immediately with all requests for assistance from the Bank in trying to recover any losses or identify actual or potential breaches of security.

r. If the Customer suspects any impropriety on the part of any of its Delegates in connection with the use of Electronic Banking Services, or a Delegate is leaving his employment, the Customer shall immediately notify the Bank in writing and take all steps to ensure that the Delegate is replaced and his access to Electronic Banking Services is revoked, including but not limited to recovery and destruction of security Devices issued to the relevant Delegate either by cutting across the computer chip located on the security Devices or in such a manner as directed by the Bank.

s. The Bank makes no representations as to the suitability of any of the Customer’s software or its computers, devices, equipment and communication systems and information stored therein for the access and use of the Electronic Banking Services.

ف. يكون العميل مقيّداً حكماً بكافة الطلبات التي يوجهها المصرف لمساعدته على تعويض أي خسائر أو تحديد أي خروقات فعلية أو محتملة للأمان.

ق. لا يقدم المصرف أي تعهدات بشأن ملاءمة أي من برامج العميل أو أجهزة الكمبيوتر المفريقة له أو أدواته ومعاهداته وأنظمة اتصاله ومعلوماته المحفوظة فيها لولوج واستخدام الخدمات المصرفية الإلكترونية.
t. It is the Customer’s duty to make sure that any device which the Customer or its Delegates use to access Electronic Banking Services is free from and adequately protected against viruses and other destructive or disruptive components. In particular the Customer shall ensure that anti-virus, anti-spyware and firewall software (‘Security Software’) are installed in the device which the Customer or its Delegates use to access Electronic Banking Services, and that these Security Software are regularly updated with security patches and new versions as issued or recommended from time to time by the suppliers of such security software.

u. The Bank shall not be liable for defects in the Security Device provided by the Bank especially for any malfunctions attributable to extrinsic causes, such as (i) natural disasters including fire, smoke, water, earthquakes or lightning, (ii) electrical power fluctuations or failures, (iii) failure of Customer to comply with the conditions and storage instructions or other abuse, misuse, accident, alteration, neglect, (iv) repair, correction or modification not provided or authorized by the Bank. The Bank does not warrant that the Security Device operates without interruption or without error.

8.5. CREATION AND MANAGEMENT OF USERS

8.5.1. The Bank may offer to legal entities through the Electronic Banking Services the right for their authorized signatories (“Authorized Signatories”) without getting the prior approval of the Bank, to create Delegates profiles, define transactions limits, activate/deactivate access to accounts, and assign rights to Delegates as they might deem fit from time to time.

8.5.2. The authorized signatories shall inform the Bank of the identity of the Delegates, provide it with the contact details as requested, and validate each Delegate’s access and/or rights in using Electronic Banking Services. The Customer shall ensure that its Delegates abide by all the present Terms and Conditions.
8.5.3. The Authorized Signatories warrant that the rights they define and validate for the Delegates for Electronic Banking Services are legal, valid and binding for the legal entity. The Bank shall not in any way be liable for verifying these accesses, delegations and/or approvals. The Customer undertakes that all the rights exercised by the Delegates do not contravene any law, or regulation to which it is subject or any regulation and agreements related to the Customer.

8.5.4. The Customer shall notify the Bank of any changes in the above Delegations. Any failure to notify the Bank of any change in aforementioned rights and to request the amendment of these Delegates’ electronic banking profiles, caused by a change in the Delegate’s employment or function or authority status at the legal entity, and any resulting transactions and Instructions triggered or confirmed by these Delegates and executed by the Bank, shall be considered as binding to the Customer and at the sole liability of the Customer without any kind of liability on the Bank.

8.6. CUSTOMER INSTRUCTIONS

8.6.1. All Instructions received through the Electronic Banking Services (whether authorized or not by the Customer or its Delegates) whether or not requiring authentication via the Security Device, or received by Digitally signed email from the Customer or Delegate, are deemed to be authentic and duly authorized Instructions, are irrevocable and binding on the Customer. The Bank and/or ADIR (being Adonis Insurance and Reinsurance Company SAL, to which the Bank is resorting as its insurance and Bancassurance provider to the Customers) shall be under no obligation to investigate the authenticity or authority of persons effecting the Instruction or Transaction and shall be entitled to effect, perform, or process such Instructions and/or Transactions as duly emanating from or on behalf of the Customer without any further reference or notice to the Customer or its Delegates.
8.6.2. The Customer acknowledges and agrees that any Instructions sent through email to the Bank must be Digitally signed using his PKI certificate. Any Instructions sent by the Customer or his delegates through an email not bearing their Digital signature may not be processed by the Bank.

8.6.3. The Bank is authorized to accept, rely upon and act upon the Customer’s or its Delegates’ Instructions given in any manner permitted by the Electronic Banking Services (whether or not requiring the use of the Security Device), or given through Digitally signed email from the Customer or Delegate, as if he has given signed written Instructions to the Bank, even if they may conflict with any other mandate given at any previous time concerning his Accounts.

8.6.4. The Bank is authorized to debit the Customer’s Accounts with the total or partial amounts of the Transactions effected via the Electronic Banking Services or any amounts the Bank has paid or incurred in accordance with Instructions received through the Electronic Banking Services regarding said Accounts.

8.6.5. The Bank shall be authorized to transmit the Customer’s Instructions concerning Bancassurance products to ADIR and the Customer grants for this purpose the Bank its managers, officers and employees the authorization to disclose the information covered by the Banking secrecy Law of September 3rd, 1956.

8.6.6. The Bank shall not be liable for not accepting or executing any Instructions for a payment to a third party that has not been properly identified as requested by the Bank as a beneficiary by the Customer through the Electronic Banking Services or through any other mean as may be otherwise arranged by the Bank, and at least 2 Business Days prior to sending the Instructions to the Bank. Without prejudice to the rights of the Bank stated in the General Terms and Conditions for Opening and Operating a Bank Account regarding Third

8.6.7. 2-6-8 يُقرر في المصرف عبر البريد الإلكتروني يجب أن تكون موقعة رقمياً باستخدام شهادات خاصة PKI. يتم التأكد من التعاملات مرسلاً من العميل أو مفوضه عبر البريد الإلكتروني وتكون غير موقعة رقمياً قد لا تتفق من قبل المصرف.

8.6.8. 3-6-8 يكون المصرف مفوضاً بقبول والاعتماد على وتنفيذ تعليمات العميل أو مفوضه الصادرة بأي طريقة استخدمها الخدمات المصرفية الإلكترونية (سواء استلمت بتوجيه الخطية أو رقمياً من خلال بريد الكتروني موقعة رقمياً من العميل أو مفوضه، كما لو كان العميل قد وقع على تعليمات خطية موجبة إلى المصرف حتى لو تعارضت مع أي توجيهات آخر يتعلق بحسابات العميل كان قد أعطي في أي وقت سابق.

8.6.9. 4-6-8 يكون المصرف مفوضاً بالقلق على حسابات العميل كامل أو جزء من البالغ العادرة للعمليات المفتوحة عبر الخدمات المصرفية الإلكترونية أو أي مبالغ دفعها المصرف أو تكديها بموجب تعليمات متعلقة بحسابات تلقاها عبر الخدمات المصرفية الإلكترونية.

8.6.10. 5-6-8 يحق للمصرف نقل تعليمات العملية المتعلقة بمنتجات التأمين المصغرفي إلى إدير، ويجز العميل لهذه الغاية للمصرف ومدرائه ومنسوبيه وموظفيه الإفصاح عن المعلومات الخاصة بقانون السرية المصرفية تاريخ 3 أيلول. 1956.

Parties transfers, the Bank shall not be responsible for any delay or non-execution of such Transactions as a result of conducting due diligence over the indicated beneficiary with regards to the prevailing anti-money laundering and anti-terrorism directives, prior to approving and executing the Instructions of the Customer.

8.6.7. The Customer acknowledges that once the Bank has received and implemented an Instruction given by the Customer in the Utilization of the Electronic Banking Services, the Customer shall not be entitled to countermand or amend such Instruction.

8.6.8. The Bank shall not be liable for not accepting or executing any Instructions provided by the Customer in the form of a document uploaded on the Electronic Banking Service platform, especially for purposes of salary domiciliation, if the file is found or suspected by the Bank to be infected (virus, Trojan…).

8.6.9. Notwithstanding Clause 6.1 above, the Bank may at any time: (i) refrain from acting promptly upon any Instructions given or purportedly given by the Customer in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so and refraining to act; or (ii) require any Instruction to be confirmed in writing and signed by the Customer before acting upon such Instructions.

8.6.10. The Bank may refuse to complete or may reverse any Customer Transaction or Instruction if:

- the Transaction/Instruction is one that the Bank cannot process; or
- in case the Customer is a legal entity, the Transaction/Instruction is not authorized on the Electronic Banking Platform by the eligible Delegates, according to the rights defined and approved for each Delegate by the Authorized Signatory(ies); or

Kan al-maqr il-masuuli li-3amal al-amaral wa-al-arhab, qil MADAD QADAM WA TANFIQ

تتبييض الأموال والارهاب، قبل مصادقة وتنفيذ التعليمات العملية.

8-6-8 يقـر العميل أنه ما إن يقوم المصرف باستلام وتنفيذ التعليمات الموجهة من العميل عبر استخدام الخدمات المصرفية الإلكترونية، لا يحق له عندئذ بالغاء أو تعديل هذه التعليمات.

8-6-8 لا يتحمل المصرف مسؤولية عدم قبول أو عدم تنفيذ التعليمات العملية المقدمة على شكل مستند يتمّ تحمله على منصة الخدمات المصرفية الإلكترونية لأسباباً من أجل توطن الرواتب، إذا كان ملفه مصاباً أو اشتبه بأنه مصاب بفيروس (virus, Trojan…).

8-6-9 على الرغم من الفقرة 6.1 أعلاه، يحق للمصرف: (1) يرعت قوّرًا عن تنفيذ التعليمات صادرة عن العميل أو يُزعم أنها صادرة عنه، وذلك بعده التحقق من صحتها من دون تحميل أي مسؤولية من جراء أي خسائر أو أضرار أو مصاريف ناتجة عن ذلك الإنتاج؛ أو (2) أن يطلب تأكيد التعليمات خطياً والتوقيع عليها من قبل العميل قبل تنفيذها.

8-6-10 يحق للمصرف رفض إتمام أي عملية أو تعليمات يصدرها العميل أو إجراء قيدها العكسي إذا:

- كان المصرف غير قادر على معالجة العملية المصرفية/التعليمات؛ أو
- حال كان العميل شخصية معنويّة، لا تمنح العملية/التعليمات الموافقة على منصة الخدمات المصرفية من قبل المفوضين المخولين وفقًا للصلاحيات المحددة والموافقة عليها لكل مفوض من قبل المفوض بالتوقيع؛ أو
the Transaction exceeds Customer’s balance or credit limit or Transactional limits or Electronic Banking Services limits or violates any applicable regulation or provision in any other agreement it may have with the Bank; or

- the Transaction is a payment/transfer to a business or other person that does not accept the Transaction; or

- there is an operational failure or malfunction in the Electronic Banking Services; or

- the Transaction involves any Account that the Bank considers inactive; or

- the Instruction or request is incomplete or does not meet the Bank’s approval requirements for execution, as set out in the General Terms and Conditions for Opening and Operating a Bank Account, knowing that, without limiting the generalities of Clauses 8.6.1. and 8.6.2., the creation of such an Instruction on the Electronic Banking Service platform does not imply its immediate acceptance and unconditional execution by the Bank.

8.6.11. The Bank may specify at its sole discretion, limits on transaction types and values in respect of the Electronic Banking Services and may refuse to complete/execute any Transaction if such Transaction exceeds a particular limit.

8.6.12. The processing of some Transactions such as payments, domiciliated salary payment or transfer of funds to third parties, may not be executed outside the Bank’s working hours, and may require two or more business days for completion.

8.6.13. The foreign exchange transactions carried out through Electronic Banking Services platforms are under the Customer’s responsibility in conformity with the regulations in force. The Customer authorizes the Bank, at its own discretion, to

- the Transaction exceeds Customer’s balance or credit limit or Transactional limits or Electronic Banking Services limits or violates any applicable regulation or provision in any other agreement it may have with the Bank; or

- the Transaction is a payment/transfer to a business or other person that does not accept the Transaction; or

- there is an operational failure or malfunction in the Electronic Banking Services; or

- the Transaction involves any Account that the Bank considers inactive; or

- the Instruction or request is incomplete or does not meet the Bank’s approval requirements for execution, as set out in the General Terms and Conditions for Opening and Operating a Bank Account, knowing that, without limiting the generalities of Clauses 8.6.1. and 8.6.2., the creation of such an Instruction on the Electronic Banking Service platform does not imply its immediate acceptance and unconditional execution by the Bank.

8.6.11. The Bank may specify at its sole discretion, limits on transaction types and values in respect of the Electronic Banking Services and may refuse to complete/execute any Transaction if such Transaction exceeds a particular limit.

8.6.12. The processing of some Transactions such as payments, domiciliated salary payment or transfer of funds to third parties, may not be executed outside the Bank’s working hours, and may require two or more business days for completion.

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- the Transaction exceeds Customer’s balance or credit limit or Transactional limits or Electronic Banking Services limits or violates any applicable regulation or provision in any other agreement it may have with the Bank; or

- the Transaction is a payment/transfer to a business or other person that does not accept the Transaction; or

- there is an operational failure or malfunction in the Electronic Banking Services; or

- the Transaction involves any Account that the Bank considers inactive; or

- the Instruction or request is incomplete or does not meet the Bank’s approval requirements for execution, as set out in the General Terms and Conditions for Opening and Operating a Bank Account, knowing that, without limiting the generalities of Clauses 8.6.1. and 8.6.2., the creation of such an Instruction on the Electronic Banking Service platform does not imply its immediate acceptance and unconditional execution by the Bank.

8.6.11. The Bank may specify at its sole discretion, limits on transaction types and values in respect of the Electronic Banking Services and may refuse to complete/execute any Transaction if such Transaction exceeds a particular limit.

8.6.12. The processing of some Transactions such as payments, domiciliated salary payment or transfer of funds to third parties, may not be executed outside the Bank’s working hours, and may require two or more business days for completion.

8.6.13. The foreign exchange transactions carried out through Electronic Banking Services platforms are under the Customer’s responsibility in conformity with the regulations in force. The Customer authorizes the Bank, at its own discretion, to
automatically perform any foreign exchange transaction necessitated by the Customer’s account status.

In the event of unavailability of foreign currency due to a decision taken by the relevant authorities, the Bank may refuse to convert the said currency or claim the counter value in a convertible one, and the Bank shall not be held responsible in this regard.

8.6.14. In the event that the Customer’s account is debited as a result of a Transaction conducted through Electronic Banking Services in foreign currency where the funds are insufficient, while the Customer has a sufficiently funded account in a different currency, the Bank is authorized to carry out a foreign exchange transaction at the rate applicable at the conversion date and time, and to perform an account-to-account transfer allowing the execution of the Transaction.

8.6.15. The foreign exchange Transactions performed or requested by the Customer through Electronic Banking Services can be processed during Foreign Exchange Markets’ opening hours. Outside this time frame, any order or request placed by the Customer may be kept on hold until the next Foreign Exchange Market’s opening day.

8.6.16. The Customer shall be liable for all Transactions processed or effected pursuant to the use or purported use of the Security Devices with or without his knowledge or consent, and the Customer waives all rights and remedies against the Bank in respect of any loss arising from unauthorized use of the Security Devices.

8.7. CONFIRMATION FROM THE BANK

8.7.1. The Instruction to the Bank through the use of the Electronic Banking Services may not be received by the Bank for reasons beyond the Bank’s reasonable control including but not limited to mechanical, software, computer, telecommunications or electronic failure. Unless the Customer receives a confirmation
of receipt of the same from the Bank (via
secured or unsecured medium pre-identified by
the Bank) or from a duly authorized officer,
employee or agent of the Bank, or views proof
of the execution of Transaction on his account
balance displayed on the Electronic Banking
Services platform, Instructions may not have
been received and accordingly may not be
processed or accepted by the Bank. The
Customer authorizes the Bank to keep the
confirmation of any Transaction in the Bank.
The Customer acknowledges and agrees that
the Bank shall not be liable to
it
in any way for
any loss or damage whatsoever caused arising,
directly or indirectly, in connection with the
transmission or failure of transmission of
Instructions to the Bank through the use of the
Electronic Banking Services or any lack of
confirmation of receipt of any Instructions by
the Bank for whatever reason.

8.7.2. The Customer accepts that the Bank sends
confirmations of the execution of Transactions
and/or Instructions executed through the
Electronic Banking Services by secured email
or SMS or notifications on the Electronic
Banking Website and/or Application, followed
by regular mail. The Customer hereby
expressly requires the Bank to keep such
confirmations for him at its premises. The
Customer expressly elects domicile at the
branch where the Customer Identification File
(CIF) is maintained or as may be otherwise
arranged by the Bank for the purpose of all
notifications relating to the Electronic Banking
Services, including for the monthly detailed
statements of accounts and other
correspondence which shall be kept for its
retrieval/sending.

8.7.3. Notwithstanding Clause 8.7.2., the Customer
and his Delegates shall carry out their own
verification of the status of any Transaction or
Instruction that they conducted or posted on
the Electronic Banking Services, over the
Electronic Banking platform or through any
authorized employee or agent of the Bank,
especially where execution of that Transaction
or Instruction extends beyond the same

رخص المصرفية في إشراك أو إصدارها من المصرف (بوضوح،
وسيلة أمنة أو غير أمنة بحذفها المصرف مسبقًا) أو من
مسؤول أو موحد أو وكيل محترف لدى المصرف، أو لم
يراجع الدليل على تنفيذ العملية المصرفية الإلكترونية.
ويقضي العميل تموين تلتقي لكي يتأكد أي عملية
مصرفية وكيف يُ-nil لأنه لا يجوز أن يتحمل المصرف أي
مسؤولية تجاهه عن أي خسارة أو ضرر، مباشر أو غير
 مباشر، يتعلق بنقل أو عدم نقل التعليمات إلى المصرف عبر
الخدمات المصرفية الإلكترونية أو عدم تأكيد المصرف
استلام التعليمات لأي سبب كان.

8.7.2. يقبل العميل بأن يرسل المصرف التأكيد على تنفيذ
عملية المصرفية أو التعليمات المنفّذة عبر الخدمات
المصرفية الإلكترونية بواسطة بريد الكتروني أم أو رسالة
SMS أو إشعار على موقع أو تطبيق الخدمات
المصرفية الإلكترونية، يتبعه بريد عادي يطلب العميل
صراحة بأن يحفظ المصرف له في مقره. ويختار العميل
صراحة كعنوان له الفرع حيث يحفظ ملف العميل أو كما
يرى المصرف مناسبًا بشأن كافة التبليغات المتعلقة
بالخدمات المصرفية الإلكترونية بما في ذلك كشفات
الحساب الشهرية المفصلة والموراسات الأخرى التي يجب
أن تحفظ من أجل استلامها/إرسالها.

8.7.3. على الرغم من الفقرة 8.7.2، يقوم العميل
ومفوضوه بالتأكد شخصيًا من وضع أي عملية أو تعليمات
مجردة أو موجبة عبر الخدمات المصرفية الإلكترونية،
على منصة الخدمات المصرفية الإلكترونية أو عبر أي
موظف أو وكيل محترف لدى المصرف، لا سيما في الحالات
التي يُ-nil فيها تنفيذ هذه العملية أو التعليمات أكثر من
يوم العمل نفسه.
8.8. FEES AND CHARGES

The Bank reserves the right to impose, set and/or modify the fees and charges payable by the Customer for use of the Electronic Banking Services, and/or use/maintenance/replacement / renewal of any Security Device or certificate related to that Service, in the exercise of the Bank’s sole discretion. The Customer shall pay all fees and charges imposed by the Bank for the use of the Electronic Banking Services and related Security Devices as varied from time to time. The Bank is authorized to debit such fees and charges incurred by the Customer to any Account(s) which it has with the Bank. If there are insufficient funds in the Customer Account(s), the Bank may cancel all Customer’s Instructions and terminate the access and use of the Customer of the Electronic Banking Services.

8.9. SUFFICIENT FUNDS

At no time and under no circumstances shall the Customer use or attempt to use the Electronic Banking Services for payments or the transfer of funds unless there are sufficient available funds in the Account. The Bank is under no obligation to honor any Instructions unless there are sufficient funds in the Account at the time of receipt of the Instruction.

8.10. JOINT ACCOUNTS AND COLLECTIVE ACCOUNTS

8.10.1. Where an application for the use of Electronic Banking Services has been accepted by the Bank and that application is in respect of a Joint Account, each Joint Account holder shall be jointly and severally liable to the Bank for any Instructions given and for any Transactions effected, performed or processed through the Electronic Banking Services by the other holder or its Delegate. The Bank shall be entitled to act on any Instruction received from any Joint Account holder singly or by its Delegate.

8.10.2. Where the application is in respect of a
Collective Account, the Bank shall be entitled to act on any Instruction purportedly arising from all account holders according to the “Application Form for Opening a Collective Credit Account” signed with the Bank.

8.11. EVIDENCE AND RECORDS OF THE BANK

8.11.1. The Customer agrees to acknowledge all Instructions transmitted by the Electronic Banking Services by the Customer or any person purporting to be the Customer, acting on his behalf or purportedly acting on his behalf, with or without his consent, and not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is made in electronic form, is not a written document and hereby waive any such right it may have at law.

8.11.2. The Bank’s records and any records or recordings of the Transactions, Instructions, communications, operations or any other transactions made, performed, processed or effected through the Electronic Banking Services by the Customer or any person purporting to be the Customer, acting on his behalf or purportedly acting on his behalf, with or without his consent, or any record of any transactions relating to the operation of the Electronic Banking Services and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with the Electronic Banking Services shall be binding and conclusive on him for all purposes whatsoever and shall be conclusive evidence of the transaction and Customer’s liability to the Bank. All such records shall be admissible evidence and the Customer shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waives any of his rights (if any) to so object.

8.11.3. Without limiting the generality of the foregoing, the Bank may, in its discretion, incorporate and/or set out in electronic form or produce by or as the output of a computer system, and hereby waives any of his rights (if any) to so object.

المتولد، فيحق للمصرف أن ينفّذ أي تعليمات يُظن أنها صادرة عن كافة أصحاب الحساب وفقاً لـ "طلب فتح حساب متعدد دائن" موقعه والمصرف.

11-8

8-8 ينفّذ المصرف بقبول كافة التعليمات الموجهة عبر الخدمات المصرفية الإلكترونية من قبل العميل، أو أي فرد يُزعم أنه العميل، يعمل في صلاح العميل أو يُزعم أنه يعمل لصالح العميل، بموافقةه أو دونها، كما ينفّذ بعد الاعتراض إذا كان العميل أو أي تعليمات بحجة أنها موجهة إلكترونياً أو أنها ليست مستند حديثاً ويتنازل بموجبه عن أي حق بهذا الخصوص قد يكون منح له بقوة القانون.

11-8 إن سجلات المصرف أو أي سجلات أخرى أو تسجيلات للعمليات المصرفية أو التعليمات أو المراسلات، أو أي عمليات أخرى نفذتها أو تعمل في تعليمات عبر الخدمات المصرفية الإلكترونية من قبل العميل، أو أي شخص يُزعم أنه العميل، أو يعمل لصالح العميل أو يُزعم أنه يعمل لصالح العميل، بموافقةه أو دونها، أو أي سجل لعمليات المتعلقة بشغل الخدمات المصرفية الإلكترونية أو أي سجل للعمليات المحفوظة أو المعادنة لأي طرف مفوض من قبل المصرف، والمتعلقة بالعمليات المصرفية الإلكترونية، تكون جميعها ملزمًا ونهائية تجاه العميل كلاً من الجهات وتشكل بنية ثابتة على العملية المصرفية وعلى مسؤولية العميل تجاه المصرف. كل هذه السجلات قابلة للإعتماد بها وإن العميل لن يعترض على قبولها أو صياغتها أو دقتها أو صحتها لمرة أخرى هذه السجلات وأي وضعها ينسج منهما إلكترونياً أو إنتاجها من قبل نظام معلومات ويتنازل العميل عن حقوقه (في حال وجودها) في هذا الصدد.

3-11-8 - من دون حصر شمولية أحكام الفقرتين 11-8
Clauses 8.11.1 and 8.11.2 above, the Bank shall be entitled (but not obliged) to keep track of any communications between the Bank and the Customer. Any such tracking may be used as evidence in any proceedings or disputes involving the Bank and/or ADIR, and shall be conclusive evidence of the Instructions and of other communications between the Bank and the Customer.

8.12. NO WARRANTY

The Bank does not warrant the results that may be obtained from the use of the Electronic Banking Services. Notwithstanding any other provision of this Section 8, no warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, satisfactory quality, merchantability and fitness for particular purpose is given in conjunction with the Electronic Banking Services and/or the Security Devices.

The Customer shall bear all risks resulting from the Electronic Banking Services including those resulting from information errors and violation of Banking Secrecy Laws.

8.13. LIMITATION OF LIABILITY

8.13.1. The Customer assumes the entire cost of all necessary servicing, repairs, or corrections to any equipment arising from or connected to Customer’s access to Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications and the Electronic Banking Services.

8.13.2. Without limiting the above, the Bank does not represent or warrant that:

- the Electronic Banking Services, or
- Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications or its content will be available or will function without interruption or that they will be free of errors or that any errors will be corrected; or

NO WARRANTY

لا يضمن المصرف النتائج التي يمكن الحصول عليها من استخدام الخدمات المصرفية الإلكترونية، وعلى الرغم من أي أحكام أخرى منصوص عليها في الفقرة 8، لا تتعلق أي ضمانات ماهي أي نوع، ضمنية أم صريحة أم تنظيمية، بما في ذلك على سبيل المثال لا الحصر، أي ضمانات متعلقة بعدم خصائص حقوق الفبر، حق الملكية، والنوعية الحسنة، والقيمة التجارية والعودة في ما يتعلق بالخدمات المصرفية الإلكترونية و/أو أنظمة الأمان.

8.13.1. يتمتع المصرف كافة المخاطر الناتجة عن الخدمات المصرفية الإلكترونية التي قد تؤدي إلى أخطاء في المعلومات وأي خرق لقوانين السرية المصرفية.

8.13.2. لا يضمن المصرف ولا يصرح:

- توفير الخدمات المصرفية الإلكترونية أو موقع بيلوس الإلكتروني/موقع بيلوس للخدمات المصرفية الإلكترونية/تطبيقات بيلوس للخدمات المصرفية الإلكترونية والخدمات المصرفية الإلكترونية، أو محتجازة/محتواه، أو عضوًا/عملها من دون أنطاع أو خلوع/خلوها من الأخطاء، أو تصحيح هذه الأخطاء أو...
8.13.3. The customer may receive alerts that have been automatically generated by the Bank’s electronic banking services. The Bank would not have verified the context of this alert and bear no responsibility therefore. The Customer shall conduct his own verification and confirmation regarding the information including, without limitation, the status of any Transaction mentioned in it. Where this alert is sent over the internet or by SMS text message, the Customer acknowledges that such communication may be delayed, interrupted or could fail. In particular, email messages sent over the internet cannot be guaranteed to be timely, secure, error or virus-free as information could be intercepted, corrupted, lost, arrive late or contain viruses.

8.13.4. The Bank will not, under any circumstances, be liable to the Customer or anyone else for any damage (direct, indirect, or consequential) relating to the use of the Electronic Banking Services and/or Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications by it or anyone else (including without limitation, loss of use, loss of business, loss of data, loss of profits and third party claims).

- the use of the Electronic Banking Services and/or Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications, including the browsing and downloading of any content will be free of viruses, Trojan horses, worms, or other destructive or disruptive components; or

- the use by the Customer or any of its Delegates of the Electronic Banking Services and/or Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications or its content will not infringe the Intellectual Property or other rights of any third party.

8.13.5. All information related to the services of Byblos Bank Electronic Banking Services and/or Byblos Bank Website is automatically generated by the Bank’s systems and may therefore contain errors or omissions. The Bank will not, under any circumstances, be liable in respect of any loss of data, loss of profits and (including without limitation, loss of use, loss of business, loss of data, loss of profits and third party claims).
8.13.5. Without limiting the above, the Bank will not be liable to the Customer or anyone else for any damage suffered as a result of the Bank’s failure or delay in accepting or processing a Transaction or as a result of any failure attributable to any third party. In no event will the Bank be liable to the Customer or anyone else for any losses suffered as a result of the operational failure, malfunction, interruption, change, amendment or withdrawal of the Electronic Banking Services.

8.13.6. The Bank shall not be responsible or liable to the Customer for delays or failure in performance, whether foreseeable or not, and/or any losses, expenses or damage howsoever arising, whether foreseeable or not, resulting from or due to any circumstances or causes whatsoever which are not within the reasonable control of the Bank.

8.13.7. Without limiting of the generality of Clause 13.6 above, the following shall be regarded as circumstances and/or causes beyond the Bank’s reasonable control: (i) restrictions, regulations, laws, prohibitions or measures of any kind, (ii) power failure, (iii) acts of default of any telecommunications network operator, circumstances where communication lines for the Bank’s computer systems cannot be used for reasons attributable to third party telecommunication carriers and (iv) the failure of performance of any vendor, supplier or contractor of the Bank as a result of the risk that computer and/or automated systems, hardware, firmware and/or software may be unable to recognize and perform properly date-sensitive or date-dependent functions.

8.13.8. The Customer indemnifies and holds the Bank harmless from:

- all demands, claims, actions, losses and damages of whatsoever nature which may be brought against the Bank or which it may suffer or incur arising from its acting, or not acting on any Instruction or arising from or out of the malfunction, failure or unavailability of

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8.13.5. Without limiting the above, the Bank will not be liable to the Customer or anyone else for any damage suffered as a result of the Bank’s failure or delay in accepting or processing a Transaction or as a result of any failure attributable to any third party. In no event will the Bank be liable to the Customer or anyone else for any losses suffered as a result of the operational failure, malfunction, interruption, change, amendment or withdrawal of the Electronic Banking Services.

8.13.6. The Bank shall not be responsible or liable to the Customer for delays or failure in performance, whether foreseeable or not, and/or any losses, expenses or damage howsoever arising, whether foreseeable or not, resulting from or due to any circumstances or causes whatsoever which are not within the reasonable control of the Bank.

8.13.7. Without limiting of the generality of Clause 13.6 above, the following shall be regarded as circumstances and/or causes beyond the Bank’s reasonable control: (i) restrictions, regulations, laws, prohibitions or measures of any kind, (ii) power failure, (iii) acts of default of any telecommunications network operator, circumstances where communication lines for the Bank’s computer systems cannot be used for reasons attributable to third party telecommunication carriers and (iv) the failure of performance of any vendor, supplier or contractor of the Bank as a result of the risk that computer and/or automated systems, hardware, firmware and/or software may be unable to recognize and perform properly date-sensitive or date-dependent functions.

8.13.8. The Customer indemnifies and holds the Bank harmless from:

- all demands, claims, actions, losses and damages of whatsoever nature which may be brought against the Bank or which it may suffer or incur arising from its acting, or not acting on any Instruction or arising from or out of the malfunction, failure or unavailability of
any hardware, software or equipment, the
loss or destruction of any data, power
failures, corruption of storage media,
natural phenomena, riots, acts of
vandalism, sabotage, terrorism, any other
event beyond the Bank's control,
interruption or distortion of
communication links or arising from the
reliance by any person on any incorrect,
illegible, incomplete or inaccurate
information or data contained in any
Instructions received by the Bank;

- any loss or damage that may arise
  from the use, misuse, abuse or possession
  of any third-party software, including
  without limitation, any operating system
  software, browser software or any other
  software packages or programs;

- any unauthorized access to the
  Customer's accounts or any breach of
  security or any destruction or accessing
  of the Customer's data or any destruction
  or theft of or damage to any of the
  Customer's equipment;

- any loss or damage occasioned by the
  failure to adhere to any terms and
  conditions applicable to the Electronic
  Banking Services and/or by the
  supplying of incorrect information or loss
  or damage occasioned by the failure or
  unavailability of third-party facilities or
  systems or the inability of a third party to
  process a transaction.

8.14. AMENDMENTS

8.14.1. The Bank may amend the terms of the
present Section 8 at any time as necessary for
the effective operation of the Electronic
Banking Services as described further ahead in
the present Terms and Conditions.

8.14.2. If the Customer does not accept the
amendments, the Customer may terminate its
access to Byblos Bank Website/Byblos Bank
Electronic Banking Website/Byblos Bank
Electronic Banking Applications and the use of
Electronic Banking Services. If the Customer or any of its Delegates continue to access and use Electronic Banking Services at any time after the amendments, the Customer shall be deemed to have accepted and agreed to such amendments without reservation. Notwithstanding the above, by accessing and using the Customer’s Electronic Banking Services, the client binds itself to the terms and conditions in force at that point in time as they may appear on to Byblos Bank Website/Byblos Bank Electronic Banking Website/Byblos Bank Electronic Banking Applications.

8.15. COPYRIGHT

8.15.1. The Bank shall at all times retain its copyright in or license to the Electronic Banking Tools (software and hardware for the access and use of the Electronic Banking Services), products and associated documentation, should such tools, products and documentation belong to it, in the provision of the Electronic Banking Services as well as in respect of any logos, trademarks or service marks used.

8.15.2. The Customer shall not duplicate, reproduce or in any way tamper with the Electronic Banking tools, products and associated documentation without the prior written consent of the Bank.

8.15.3. In respect of third party tools and/or products, the Bank is not a party to any license agreement entered into by the Customer and the licensor and thus makes no warranties relating to such tools and/or products, including without limitation, warranties relating to the suitability for a particular purpose, security features or performance. The Customer acknowledges that the use of such shall be at the Customer’s own risk and indemnifies and holds the Bank harmless against any loss or damage which the Customer may suffer as a result of the use, abuse or possession of such.

8.15.4. Furthermore, the Customer understands that the utilization of such third
party tools and/or products may be illegal in jurisdictions outside the Lebanon and/or may infringe upon certain third-party intellectual property rights in such jurisdictions. The Customer understands that should it use any third-party software outside the boundaries of Lebanon, it shall at all times be incumbent upon the Customer to ascertain the legality of such use and to obtain all necessary licenses and permissions from the relevant parties. The Customer accordingly indemnifies and holds the Bank harmless against any and all liability which it may incur in this regard.

8.16. BREACH

Should the Customer breach any term or fail to perform any of its obligations described in Section 8 herein, the Bank shall be entitled, without notice, to terminate the Electronic Banking Services with immediate effect needless of having to resort to the courts, without prejudice to its rights to recover:

- any amounts due to the Bank;
- any loss or damage suffered by the Bank as a consequence of the breach by the Customer.

8.17. TERMINATION

The Bank shall be entitled at its absolute discretion to forthwith terminate the access and use of the Customer of the electronic Banking Services, or to forthwith deactivate or end the Electronic Banking Services without any reasons at any time by giving notice.
9. GENERAL TERMS

9.1. LIMITATION OF LIABILITY AND WAIVER OF BANKING SECRECY

The Bank shall not assume any responsibility for the non-execution or for any delay in execution by it or by any intermediary or corresponding banks of any payment order, any transfer, any blocking of amounts transferred, or any other banking transaction which may result from the application of sanctions and/or embargo regulations.

The Bank may debit the Customer’s Account with any charges or additional fees that may result from these transactions.

Furthermore, the Bank is entitled to disclose, as per law number 318 “Fighting Money Laundering” and any applicable law and regulation at any time, any reliable and significant data under anti-money laundering and counter-terrorism financing rules and regulations.

The Customer acknowledges that the Bank may any time enter into agreements with the official authorities of different countries or jurisdictions, whereby it shall fully cooperate with these authorities notably in the prevention and/or avoidance of tax evasion.

Without prejudice to anything contained herein, the Customer authorizes the transfer and disclosure of any information relating to him to and between the Bank’s branches, subsidiaries, representative offices, affiliates and agents, wherever situated, for confidential use (in connection with the provision of any services/facilities offered by the Bank).

9.2. THIRD PARTY TRANSFERS

Without prejudice to the Bank’s rights under these Terms and Conditions, the Customer totally

Without prejudice to anything contained herein, the Customer authorizes the transfer and disclosure of any information relating to him to and between the Bank’s branches, subsidiaries, representative offices, affiliates and agents, wherever situated, for confidential use (in connection with the provision of any services/facilities offered by the Bank).

Without prejudice to anything contained herein, the Customer authorizes the transfer and disclosure of any information relating to him to and between the Bank’s branches, subsidiaries, representative offices, affiliates and agents, wherever situated, for confidential use (in connection with the provision of any services/facilities offered by the Bank).

Without prejudice to anything contained herein, the Customer authorizes the transfer and disclosure of any information relating to him to and between the Bank’s branches, subsidiaries, representative offices, affiliates and agents, wherever situated, for confidential use (in connection with the provision of any services/facilities offered by the Bank).

9.2. THIRD PARTY TRANSFERS

Without prejudice to the Bank’s rights under these Terms and Conditions, the Customer totally
accepts that all transfers that might be made by any party would be deposited in his Accounts at the Bank on his entire responsibility and without any liability whatsoever on the Bank’s part.

9.3. INSURANCES

The Bank may take out, at its sole discretion, any type of insurance policy covering the Customer’s life in relation with his Accounts, subject to the terms and conditions of the policy signed or to be signed between the Bank and the selected insurance company.

9.4. SHORT MESSAGE SERVICE

The Bank may send all correspondences, statements of account and notices related to the Customer’s credit and/or debit Accounts through “SMS” (Short Message Service) to the mobile number mentioned in the Mailing Contract and/or KYC Form signed separately.

For this purpose and towards all related persons, the Customer grants the Bank its managers, officers and employees the authorization to disclose the information covered by the Banking secrecy Law of September 3rd, 1956. and related to him and/or his account through that service.

The Bank shall not be held liable for any errors that might occur in regards to sending said information and in any case of non-receipt of said information by the Customer, or of receipt of erroneous information due to any default resulting from the server, the connection or the network or any other event beyond the Bank’s control, the latter does not assume any responsibility deriving therefrom.

The information received through the SMS has no supporting value towards the Bank or towards third parties given the risks of using the SMS. Therefore, in the event said information differs from the Bank’s entries, the Bank’s accounting books shall prevail and shall alone be binding upon the Customer.

The Bank shall have the right to modify the present conditions related to SMS at any time or cancel herein mentioned service at its own discretion.

لا يجوز الاعتداد بالمعلومات التي يتم استلامها عبر خدمة الرسائل القصيرة في وجه المصرف أو في وجه الغير ناتجة عن عدم استلام المصرف هذه المعلومات أو استلام معلومات خاطئة نتيجة عطل في المخدم أو الأتصال أو الشبكة أو لأي حدث آخر خارج عن سيطرة المصرف.

لا يتحمل المصرف مسؤولية أي خطأ قد يطرأ لدى إرسال المعلومات المذكورة وأي مسؤولية ناتجة عن عدم استلام المصرف هذه المعلومات أو استلام معلومات خاطئة نتيجة عطل في المخدم أو الأتصال أو الشبكة أو لأي حدث آخر خارج عن سيطرة المصرف.

لا يجوز استلام المصرف خدمة الرسائل القصيرة في وجه المصرف أو في وجه الغير ناتجة عن عدم استلام المعلومات المذكورة وأي مسؤولية ناتجة عن عدم استلام المصرف هذه المعلومات أو استلام معلومات خاطئة نتيجة عطل في المخدم أو الأتصال أو الشبكة أو لأي حدث آخر خارج عن سيطرة المصرف.

بحق للمصرف تعديل الشروط الحاضرة في أي وقت أو إلغاء الخدمة المذكورة أعلاه وفقاً لتقديره المطلق.
9.5. INFORMATION RELATED TO THE CUSTOMER

All of the information given to the Bank by the Customer are sincere, complete and reflects his situation. The Bank shall have the right to get information regarding his debit Accounts, from any source, and the Customer gives the Bank all authorizations and waives the banking secrecy as set forth in the Banking secrecy Law of September 3rd, 1956 in this respect.

The Customer shall provide the Bank with any complementary information and/or instructions, and/or notify it promptly of any change(s) in his aforementioned details, and will not hold the Bank liable for any action made before receipt by the Bank of the relevant modifications and/or instructions.

The Customer acknowledges that the Bank has relied on the accuracy and completeness of the information provided by the Customer in entering into this agreement and on its right to review its position in view of any modification of the status and/or situation of the Customer.

Therefore, the Customer shall indemnify and hold the Bank, its managers, officers and employees harmless from any claims, actions, obligations, liabilities, costs and expenses which may be incurred by the Bank as a result of untrue and/or incomplete and/or outdated information provided or omitted to be provided or adjusted by the Customer from time to time.

9.6. RECORDS OF THE BANK

It is understood that only the Bank’s entries and books constitute irrefutable evidence towards the Customer. The Customer undertakes to abide by these entries and waive its right to challenge or dispute them in any way and for any reason whatsoever.

9.7. MAILING DISCLAIMER

The Bank does not assume any responsibility for the consequences deriving from dispatching the Customer’s mail through LIBANPOST or any other means to any of the addresses mentioned in the Mailing Contract and/or KYC Form signed
separately. Moreover, the Bank shall not be held responsible for the loss of the Customer’s mail due to negligence, mistake, improper postal service or any circumstances beyond its control (force majeure).

9.8. STATEMENT OF ACCOUNT

The Bank issues the statements of account on the 30th of June and the 31st of December of each year, unless otherwise agreed upon or as per product specification.

All objections made by the Customer and related to his statements of account or any other advice shall be communicated to the Bank in writing within 15 days of the date of receipt. Beyond this deadline, they are deemed correct and approved by the Customer in accordance with the Terms and Conditions.

9.9. DECLARATION BEFORE CENTRAL BANK

The Bank shall have the right to declare before the Central Office for Banking Risks at the Central Bank, the facilities granted to the Customer and the proportion utilized thereof, according to the terms and conditions of the statutes of the Central Office for Banking Risks and its amendments.

9.10. UNDERTAKING

The Customer shall indemnify and hold the Bank, its managers, officers and employees against any losses, claims or costs which the Bank may suffer and shall save, keep harmless and protected, the Bank at all times against any loss, damages, actions, suits, claims, proceedings, costs, charges and expenses (including legal/attorney fee) that the Bank may incur or suffer by reason of or pursuant to the transactions effected under the Terms and Conditions.

9.11. FATCA AND CRS

The below clauses are added further to:

- the implementation of the agreement entered into between the Bank and the Internal Revenue Services (IRS) of the US Treasury Department, and of the provisions and

"إعرف عميلك" الموقع على حدة. فضلاً عن ذلك، إن المصرف غير مسؤول عن فقدان البريد المرسل إلى العميل بسبب إهمال أو خطأ أو سوء خدمة بريد أو أية طروف أخرى خارجية عن إرادته (قوة قاهرة).

"كشف الحساب«

يرجى مراجعة الكشوف الحسابات في 30 حزيران و 31 كانون الأول من كل سنة، ما لم يتم الاتفاق على خلاف ذلك أو وفقاً لمواصفات السلعة المصرفية.

أي اعترافات من قبل العميل متعلقة بكشوفات الحسابات العالية له أو أي إشعارات أخرى، توجه إلى المصرف خطيا ضمن مهلة 15 يوما من تاريخ استلامها. بعد انقضاء هذه المهلة، تعتبر هذه الكشوفات والإشعارات صحيحة ومقبولة من العميل وفقاً "الأحكام والشروط".

"التصريح لدى المصرف المركزي«

يحق للمصرف التصريح لدى المصرف المركزي للمخاطر المصرفية لدى مصرف لبنان، عن التسهيلات الممنوحة للعملة ومقدار استعمال كل منها، وفقاً لشروط وأحكام نظام المصلحة المركزية للمخاطر المصرفية وتغذيته.

"تعهّد العميل«

يعوض العميل على المصرف ومدرائه والمسؤولين فيه وموظفيه أي خسائر ومطالبات وتكاليف قد يتكبدها هذا الأذى ويجب أن يحمي المصرف في أي وقت من أي خسائر وأضرار وأفعال ودعوى ومطالبات وإجراءات قانونية وتكاليف وأعباء ونفقات (بما في ذلك أتعاب المحامين والأنظمة القانونية) التي قد يتولى المصرف من جرائم العمليات المنفذة وفقاً "الأحكام والشروط".

"فاتكا" ومعايير الإبلاغ الموحدة«

تمت إضافة الفقرات أدناه تبعاً لـ:

- تنفيذ الاتفاقية المبرمة بين "المصرف" ومكتب ضريبة الدخل التابع لوزارة المالية الأميركية والأحكام والأنظمة المنصوص عليها في الاتفاقية فاتكا.  "الفريق للمستخدم"
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the enactment of law 55 by the Lebanese Parliament issued on October 27, 2016 for Exchange of Tax Information, the Multilateral Convention on Mutual Administrative Assistance in Tax Matters, the Multilateral Competent Authority Agreement on Automatic Exchange on Financial Account Information, and any future treaty, arrangement, and/or agreements that will be signed between the Republic of Lebanon and other jurisdictions to establish exchange of information for tax purposes and/or tax measures, and all related applicable laws, regulations, and other official guidance (together hereinafter referred to as CRS);

9.11.1. OBLIGATION OF INFORMATION

The Customer undertakes to comply with the Bank’s request to provide the documentation or information that is required such as valid self-certification and declarations including but not limited to the following data (name, date of birth, place of birth, citizenship, tax residency, Taxpayer Identification Number with respect to each jurisdiction(s) of residence for tax purposes, residence address, etc…) whether relating to the Customer or to the Controlling Persons of the Customer (through the possession, directly or indirectly, of the power to direct or cause the direction of its management and policies).

The Customer acknowledges that the Bank has the obligation to identify its Customers and the Controlling Persons in order to determine their tax residency or citizenship. If it appears that the tax residency or citizenship of the Customer may be located in (or from) any jurisdiction with which Lebanon or the Bank has the obligation of exchange of information pursuant to agreements to exchange the regulations referred to or adopted by that agreement, including the Final Regulations under the Foreign Account Tax Compliance Act released on January 17, 2013 by the IRS and any amendments thereof, and all related agreements, applicable laws, regulations, and other official guidance (together hereinafter referred to as FATCA);

• the enactment of law 55 by the Lebanese Parliament issued on October 27, 2016 for Exchange of Tax Information, the Multilateral Convention on Mutual Administrative Assistance in Tax Matters, the Multilateral Competent Authority Agreement on Automatic Exchange on Financial Account Information, and any future treaty, arrangement, and/or agreements that will be signed between the Republic of Lebanon and other jurisdictions to establish exchange of information for tax purposes and/or tax measures, and all related applicable laws, regulations, and other official guidance (together hereinafter referred to as CRS);

9.11.9 موجب الإبلاغ

يتعهد "العميل" بالامتثال إلى طلب "المصرف" بتزويده بالمستندات أو المعلومات المطلوبة، مثل إقرار ذاتي صالح وتصاريح صالحة تتضمن بشكل غير حصري المعلومات التالية (الاسم، تاريخ الولادة، مكان الولادة، المواطنة/الجنسية، محل الإقامة الضريبية، الرقم الضريبي المعطى من قبل الدول التابع لها محل الإقامة الضريبية، العنوان السكني، الخ). في ما يتعلق بال"العميل" أو بـ "الأشخاص المتحكمين" (من خلال امتلاك، مباشرة أو غير مباشرة، سلطة توجيه أو التسبب بتوجيه إدارته وسياسات).

يقرّ "العميل" بأن "المصرف" يخضع لوجب تحديد محل الإقامة الضريبية أو مواطنة/جنسية عملائه و"الأشخاص المتحكمين". وفي حالة تبين أن محل إقامة العمل الضريبية أو مواطنته/جنسيته تخصيصًا إلى سلطة بلد يكون لبنان أو المصرف" ملزمًا بإبلاغ السلطات معها وفقًا لاتفاقات توجب تبادل المعلومات حول الحسابات المالية، قد يكون "المصرف" ملزمًا قانونًا بتزويدي السلطات الضريبية المعنية المذكورة بما فيها "الأنظمة الأخيرة" لقانون الامتثال الضريبي للحسابات الأجنبية الصادرة في 16 كانون الثاني 2013 عن "مكتب ضريبة الدخل" وأي تعديلات لاحقة له، وأي اتفاقيات متعلقة بها وقواعد وأنظمة نافذة وأي إرشادات رسمية أخرى (تسمى مجتمعة في ما بعد "فاتكا" نموذج الإبلاغ).
financial account information, the Bank may be legally obliged to pass on the information with respect to the Customers, their financial account(s) and/or their Controlling Persons to the relevant tax authorities.

9.11.2. CHANGE OF CIRCUMSTANCES UNDER BOTH FATCA AND CRS

The Customer shall, in relation to his Accounts and/or the Controlling Persons of the Customer:
- Notify the Bank promptly in writing regarding any change(s) that will impact the Customer’s or Controlling Persons’ tax residency and/or citizenship including a change in the type of business that the Customer is engaged in causing the Customer to become a Passive Non-Financial Entity as defined under FATCA or CRS (together referred to as Change in Circumstances), within a period of 30 (thirty) days.
- Provide the Bank with a suitably updated self-certification and declaration in addition to new documentation evidencing such change within 30 (thirty) days of the discovery of a Change in Circumstances or upon the expiry of the validity of previously submitted documentary evidence.

The Bank shall not be held liable for any action taken before receipt by the Bank of the relevant modifications and/or instructions and/or updates.

9.11.3. WITHHOLDING TAX IMPOSED ON PAYMENTS UNDER FATCA

Based on its own assessment of the extent to which the Customer is considered as not compliant with FATCA, any current or future regulations or official interpretations thereof, or any fiscal or regulatory legislation falling under FATCA, the Bank may at any time make required deductions or withholdings from funds received into the Customer’s Accounts that are deemed by the Bank to constitute a withholdable payment under FATCA. The Customer indemnifies and holds the Bank, its managers, officers and employees harmless from any claims, actions, obligations, liabilities, costs and expenses which may be incurred by the Bank as a result of the FATCA withholdings or deductions.
9.11.4. FATCA CLOSURE PROCEDURE OF THE ACCOUNT (S)

In the event the Customer:
- Fails to provide the Bank with documentation or information that is required to establish or update its FATCA status.
- Supplies false information or attempts to misrepresent himself in identifying his FATCA status.
- Fails to comply with the Bank’s request to sign proper withholding and/or waiver documentation (including a waiver of banking secrecy) or attempts to contest or invalidate such documents.

The Bank shall send the Customer a prior notice conveying the Bank’s decision to close his Accounts, determining the date of that closure, and inviting the Customer to withdraw any credit balance and settle any debt balance of these Accounts. Failure to do so will prompt the Bank to deposit a banker check with the amount of the Accounts credit balance, with the notary public, in compliance with articles 822 & seq., of the Lebanese code of civil procedure, out of which would have been deducted upfront the expenses which would be incurred by the Bank as a result of such proceedings, including those relating to the law suit of confirmation mentioned in article 824 of said code.

9.12 AMENDMENT

The Bank shall be entitled to, at its sole discretion and from time to time, alter or amend the Terms and Conditions.

The modified version of the Terms and Conditions will be deposited with the Notary Public, be available at all the Bank’s branches, published on the Bank’s portal www.byblosbank.com.lb and a notice thereof will be published in two local newspapers. The Customer hereby undertakes to (i) Consult the Bank’s website periodically, at least at the end of each calendar month. (ii) Collect the latest version of the Terms and Conditions from any of the Bank’s branches.
The absence of any objection from Customer on the latest version of the Terms and Conditions within a period of 15 (fifteen) days after the end of the month during which the amendment was published on the Bank’s website and in two local newspapers, shall be deemed to constitute his total agreement to this version without the need for any further notification. The modifications shall amend to the necessary extent, the previous Terms and Conditions and form an integral part thereof. The Terms and Conditions as amended shall constitute the Terms and Conditions binding upon the parties, with full force and effect.

9.13 LAWS AND JURISDICTION

The Terms and Conditions are governed by the Lebanese laws. Any dispute arising out of their execution and/or interpretation shall be exclusively referred to the Lebanese competent courts.

In case of discrepancies between the Arabic and the English texts, the Arabic text shall prevail.
لا يمكنني قراءة النص العربي على هذه الصفحة.