

## Mobile Banking Terms and Conditions

### **Scope and Fees**

You agree that when you use Byblos Bank S.A.L. Mobile Banking Services (“the Mobile Banking Services”), you will remain subject to current Lebanese laws and regulations, this disclaimer, the terms and conditions of all your agreements with Byblos Bank S.A.L. (“the Bank”), namely the Terms and Conditions for Opening and Operating a Bank Account at Byblos Bank S.A.L. and, more specifically, the Electronic Banking Services Terms governing your account(s) (“the Account[s]”) at the Bank and any other terms and conditions stated on the Mobile Banking Application or any related Byblos Bank S.A.L. applications screen, collectively referred to hereinafter as “the Terms”. You also shall be subject to the terms of service of the Bank’s affiliates, and/or any unaffiliated service providers, including, but not limited to, those of your mobile service provider.

You understand that those agreements may include fees, limitations and/or restrictions which may impact your use of Mobile Banking. Your mobile provider may impose data usage or text message charges for your interactions with Mobile Banking, and you agree to pay all such fees.

Everyone who uses this Application is responsible for verifying that he/she is entitled, under the terms of local laws and regulations, to access and/or use Mobile Banking Services. The Bank cannot be held responsible, under any circumstances, in the event of the violation of any local regulations.

### **Acceptance**

By downloading this Mobile Banking Application or related Byblos Bank applications (together the Application and the site are referred to hereinafter as “the Application”), you hereby register your desire to use the Mobile Banking Services, and you acknowledge that you have read the present disclaimer and the Terms and Conditions for Opening and Operating a Bank Account at Byblos Bank S.A.L., namely the Electronic Banking Services Terms, and agree to be bound by their terms. Your authorization to use the Mobile Banking Services is subject to the Bank’s considering that you have fulfilled all of the Bank’s conditions, including the submission of the necessary documents and information required by the Bank from time to time. The Bank may, at its sole discretion and without having to justify its measures, reject your request to use the Mobile Banking Services.

The use of the Mobile Banking Services is personal to you and you may not assign it to anyone else.

You hereby agree and acknowledge, at your full risk and liability, that you are personally the holder of the Account(s) and consequently the primary holder of the debit/credit card(s) whose credentials may be necessary for accessing and using the Mobile Banking Services. Consequently you shall

take all measures necessary to keep safe the card and Personal Identification Number (PIN code) related to it and you assume all responsibility for any and all consequences of not keeping the PIN code confidential, as well as for any use of the Mobile Banking Services by any other person.

### **Description**

The Mobile Banking Services allow you to access account information by using compatible and supported electronic mobile devices. The Bank reserves the right to modify the scope of the Mobile Banking Services at any time. You agree and understand that at times the Mobile Banking Services may not be accessible or may have limited utility. The Bank may, at its sole discretion, set maximum amounts to certain Mobile Banking Transactions, depending on the type of the Transaction and/or Customer, and may set maximum daily or periodic amounts per Client.

You hereby acknowledge and accept that you shall be automatically enrolled in the Bank’s SMS alert service and that you will receive SMS alerts on the Mobile Number designated by you to the Bank. You hereby irrevocably waive your right to invoke Banking Secrecy, as set forth in the law of 1956, against the Bank.

### **Accuracy of Information**

You are solely responsible for the accuracy of the information provided to the Bank for the use of this Application. The Bank accepts no liability for any consequences arising from erroneous information provided by you. If you notice an error in the information which was provided to the Bank, whether in the application form or any other communication, you shall immediately advise the Bank and the Bank will endeavor to correct the error wherever possible on a “reasonable efforts” basis.

### **Nature of the Information**

The information appearing on the Application is of an indicative nature. No representation or warranty, express or implied, has been or shall be made by, and no responsibility or liability has been or shall be accepted by the Bank or by any of its officers, employees or agents concerning the accuracy or completeness of the information contained therein.

### **Hypertext Links and Viruses**

It is expressly stated that the Bank has no control over, or responsibility for, links to external sites. You must take the necessary precautions to ensure that any sites accessed via links are not contaminated by a virus or any other destructive component.

### **Payments or Transfers through Mobile Banking**

Subject to the Terms and any applicable laws and regulations, any payment or transfer made by you using the Mobile Banking Services shall be debited/credited to the

Account(s) in question after the Bank's verification and acceptance, which shall be conclusive and binding upon you. Any such payment/transfer shall only be regarded as having been received by the Bank upon crediting/debiting the same to the Account(s); the Bank may, at any time, without prior notice and at its sole discretion, refuse or return any payment or transfer in whole or in part. The Bank cannot accept and shall not bear any liability for not accepting any payment, including those made with unaccepted currencies. Payments or transfers made on the Account(s) shall be processed no later than the next working day. At all times, you shall be liable for any transactions made contrary to the Terms and shall indemnify the Bank for all loss/damage caused by any unauthorized use of the Card.

### **Copyright**

The Bank does not grant you or transfer to you any intellectual property rights pertaining to the Mobile Banking Services. You hereby acknowledge and agree that the Bank (or its licensors) shall retain all rights to the Mobile Banking Services and that you are only permitted to use the Mobile Banking Services as expressly authorized by the Bank. The Bank shall at all times retain its copyright in, or license under, Lebanese and International laws to the tools (software and hardware for the access and use of the Application and the Mobile Banking Services), products, and associated documentation, including pictures, texts, logos, tables, iconographic and photographic representations and documents etc., should such tools, products and documentation belong to the Bank, used in the provision of the Mobile Banking Services as well as in respect to any logos, trademarks or service marks used.

You shall not duplicate, reproduce or in any way tamper with the Mobile Banking tools, products and associated documentation without our prior written consent.

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

### **Limitation of Liability**

Without limiting the above, the Bank does not represent or warrant that: (i) the use of the Application or its content will be available or will function without interruption, or that it will be free of errors, or that any errors will be corrected; or (ii) the use of this Application or its content, including the browsing and downloading of any content, will be free of viruses, Trojan horses, worms, or other destructive or disruptive components; or (iii) the use of this Application or its content will not infringe the intellectual property or other rights of any third party.

The Bank, including its affiliates, subsidiaries, suppliers, agents, advisors and employees, will not, under any circumstances, be liable to anyone for (i) any damage (direct, indirect, or consequential) relating to the use of this Application (including without limitation, loss of use, loss of business, loss of data, loss of profits and third-party claims);

(ii) 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; (iii) any losses suffered as a result of the operational failure, malfunction, interruption, change, amendment or withdrawal of the Mobile Banking Services, including but not limited to legal restraints, faults in the telecommunication network or network failure, or any other reason beyond the Bank's control; (iv) 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 Bank's reasonable control.

You shall indemnify and hold the Bank harmless against all demands, claims, actions, losses and damages of whatever nature, including financial losses, which may be brought against the Bank, or which the Bank may suffer or incur arising from (i) our acting, or not acting, on any instruction made through this Application 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, war, or other event beyond our control, interruption or distortion of communication links, or the reliance by any person on any incorrect, illegible, incomplete or inaccurate information or data contained in any instructions received by the Bank; (ii) 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; (iii) any unauthorized access to the Account(s), any breach of security, any destruction of or accessing of your data, or any destruction of, theft of, or damage to any of your equipment; (iv) any loss or damage occasioned by the failure to adhere to any terms and conditions applicable to this Application 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.

### **Changes or Cancellation**

You may cancel your participation in the Mobile Banking Services by visiting your branch or calling Customer Service at +961 1 20 50 50. The Bank reserves the right to amend, change partially or completely, upgrade or add additional features to, or cancel the Mobile Banking Services at any time without prior notice. In this respect, some services, in particular information services, may be partially or totally suspended on a temporary or permanent basis. Continued use of the Mobile Banking Services constitutes acceptance by you of any such amendments. You hereby acknowledge that from time to time and as laws change, certain additional information will be required by the Bank to remain in compliance and be able to perform properly its duties in its relationship with you. As such, you hereby undertake to sign any requested document as required by the Bank in order to complete or update its files, or otherwise comply with its legal obligations as per the applicable rules and regulations.

### **Governing Laws and Jurisdictions**

The present Terms shall be governed by the laws of the Republic of Lebanon and subject exclusively to Lebanese Jurisdiction.