

BBAC SAL

GENERAL TERMS AND CONDITIONS RELATING TO ELECTRONIC BANKING SERVICES

Persons having access to BBAC Electronic Banking Services accept to be submitted to the following rules and conditions:

Article 1: Subscription to the service:

Any person holder of an individual or a joint account, opened either in Lebanese pounds or in any foreign currency at the BBAC SAL in Lebanon and abroad, and enjoying legal capacity to enter into a contract, may benefit from all electronic banking services provided by the Bank, knowing that the Bank is entitled at its own discretion to refuse to grant this right to any person for any reason whatsoever without any justification.

Such person is deemed having acknowledged and accepted all risks that may be encountered while using online banking services, knowing that the list of such risks is continuously modified according to the development and progress of technology.

Article 2: Identification of the service beneficiary:

The Subscriber is entitled to benefit from electronic banking services after identifying himself/herself by entering his/her key.

1 –Identification key

- The identification key consists of the username and the password and shall specify the identity of the Subscriber as well as that of persons, if any, authorized by the latter, when accessing the services. This key is considered as the Subscriber's personal signature, legally binding him towards the Bank and its utilization means a final and irrevocable approval granted by the Subscriber to the Bank, allowing the latter to execute the requested operation with no need to perform any procedure of any kind.
- The Bank sends by SMS to the Subscriber the password as the OTP (one time password) upon accessing for the first time the electronic banking services.

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- The Subscriber shall be responsible for protecting the use of his mobile phone by a password.
- The Subscriber shall modify the password whenever it is necessary and / or when the Bank requests from him/her to change it for necessary protection measures, knowing that the Bank will never ask the Subscriber's to disclose his/her password. In all cases, the Subscriber shall not disclose his/her password, even upon the Bank request.
- The Bank is entitled at its own discretion and without any warning or notice or notification or any other previous or future transaction, to block the service provided to the Subscriber and to end the latter's subscription to such service.
- The subscriber is bound by all security guidelines set by the Bank and communicated to him by any means and is deemed having acknowledged them.

2 – Key protection:

The key has an extremely confidential characteristic. The Subscriber undertakes under his/her full responsibility, to save it and not reveal it to anyone else; he/she must also take all appropriate measures to ensure it is secured. Thus, each operation performed after the key is entered, is considered as being executed personally by the Subscriber. The Subscriber shall be held liable for all damages and losses resulting from the use or misuse of the key by a third person, and for any operation carried out by any other person using this key, especially since the Bank is committed to executing any operation properly required through the authorized key without absolutely any responsibility upon.

3 – Theft, hacking or loss of the key:

- In the event the key and /or the password is stolen, hacked, forgotten or lost and / or if the key is entered wrongly three consecutive times, the Subscriber shall immediately inform the Bank either by phone or by fax or by e-mail provided that the message is sent from the customer's electronic address stated to the Bank, or by registered letter with an acknowledgment of receipt requesting from the Bank to deactivate the key and / or password.
- In case the Subscriber informs the Bank by phone or by fax or by an e-mail, he/she must confirm his/her request in writing at the soonest possible date by a registered letter. Therefore, the Subscriber shall remain responsible for all incurred operations and expenses until the date the Bank receives the above mentioned written notice and signs the acknowledgment of receipt.

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- The use of the key is deemed an approval of the operation by the Subscriber.

Article 3: Probative force of the bank entries:

It is agreed that the Bank's entries, records, books and documents constitute sufficient evidence confirming the validity of transactions processed under this Contract and shall solely have the probative force between both parties. The Subscriber undertakes to comply with these records and data and to forfeit any right to discuss, object or appeal against such records and information under any qualification and for any reason whatsoever; as such records and information constitute an integral part of the present Contract and an executive irrevocable document duly applicable.

If any record is entered in any of the Subscriber's accounts by mistake or error or for any other cause, the Bank shall be entitled to correct automatically such error and to invert the entries without the need for any instructions or approval by the Subscriber who shall exempt the Bank from any liability arising from such error. In case the Subscriber withdraws the amount or part of it, the withdrawn amount shall be entered in his/her account while the Subscriber is bound to reimburse it without the need for any formality or procedure or warning.

Article 4: Bank secrecy

- The Bank shall ensure the execution of the received instructions and the confidentiality of the given information as it is subject to bank secrecy provisions stipulated in the law of September 3, 1956 and the legal obligation arising from it in respect of its staff and employees. The Bank undertakes not to divulge or disclose any personal information regarding the Subscriber neither to convey any information obtained in the context of the electronic banking services except for the purpose of managing these personal information or applying legal and regulatory obligations.

- The Subscriber shall irrevocably exempt the Bank from the bank secrecy obligation toward any company with which the Bank enter or might enter into an agreement in connection with the present Contract, including companies through which the electronic banking means pass, and those that transfer information for the implementation of activities relating to electronic financial and banking operations as well as toward any person or legal entity in charge or who might be in charge of operating the electronic services. Consequently, the Subscriber acknowledges that the Bank is entitled to provide the above mentioned persons with any verbal or written or electronic information, or any document whatsoever regarding the operations

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conducted through the Internet when required to, according to the law and regulations governing the relevant banking operation or as imposed by authorities in Lebanon and abroad, or for any transaction or action the Bank carries out to preserve its rights under the present Terms and Conditions.

Article 5: Ensuring the work process through the service:

The Bank shall spare efforts on the technical level to guarantee the good work process of the services as well as the financial and banking operations and to preserve the confidentiality and safety of the transmitted information.

- The Bank shall also provide all necessary efforts to update all information existing in the electronic banking service; however, the Bank shall not be held liable in case of errors or potential neglect related to such information or its updating.

Article 6: Bank's right to refuse or cancel a transaction:

- The Bank has the right to refuse or cancel at its own discretion any transaction that appears not to comply with the terms and provisions of the present Contract and other contracts signed by the Subscriber or if the request or transaction is incomplete, incorrect, or violates the Bank's policies or procedures or laws, customs and regulations. In any case of force majeure or in the event of or suspicion of utilization of fraudulent methods, the Bank has also the right, without any prior notice, to freeze the connection.

- The Bank is entitled as well, to introduce any modification whatsoever to the terms and conditions of the program of any of the electronic services or to discontinue the service for any reason whatsoever without any justification and any liability upon as a result of such modification or suspension; whereas the Subscriber is not entitled to any objection or claim for any compensation or damages from any party whatsoever.

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Article 7: Service and expenses fees:

- The Subscriber undertakes to pay any electronic banking services subscription fees and costs in accordance with the tariff specified by the Bank . The Subscriber also authorizes the Bank to enter these expenses and fees on his/her account whatever its nature (Current - Deposit - etc.)
- The Subscriber must be informed by any means of any cost amendment or commissions calculation, particularly via Alert signs or messages sent to the Subscriber at least fifteen days prior to the date on which such amendment takes effect. In case the Subscriber does not approve of the amendment, he/she may rescind this agreement by virtue of the terms of Article 12 of the present Contract.

Article 8: Limitation of liability :

- The Bank shall not be held responsible in case of errors, delays or when reasons for not respecting its obligations are due to factors beyond its control, or to the quality or unavailability of connection networks. The Bank shall not also be deemed liable for the interruption of services due to accidental reasons, natural disasters or force majeure, and shall not be held responsible for any losses, damages, expenses or costs whatsoever relating to the use of the service.
- The Bank does not assume any responsibility whatsoever in the event of hacking or in case of presence of a virus in the computer or for any act beyond its control.
- In case of suspension of the service for any reason whatsoever, the Subscriber can conduct operations from his/her Bank's branch, thus the Bank shall not be liable for the consequences of the discontinued services.

Article 9: Implementation of electronic banking operations:

The Subscriber states he/she acknowledges and agrees to the following:

- No electronic banking operation may be performed unless its amount corresponds to the ceiling set by the Bank and if the account holds sufficient funds to perform such operation.
- For the implementation of several banking operations the Subscriber is required to enter the OTP sent by the Bank via SMS.

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- In case the operation is performed outside working hours or on a holiday, and requires foreign currency exchange, and if the Bank carries out such operation, exchange rates in effect at the time of implementing such operation shall be applied.
- Any banking operation, objection or documents requested by electronic means or any other online request shall not be considered having been communicated to the Bank unless the Subscriber receives from the Bank a notification sent to his/her e-mail or through SMS or through an Alert sign on the computer screen and in which the Bank states it has received the request; noting that such confirmation is not considered as an acknowledgment of implementation of such operation by the Bank.
- The Bank shall send to the Subscriber an e-mail or a SMS or an Alert sign to confirm the performed operations. Within a five-day period as of the date of sending the correspondence, the Subscriber shall inform the Bank in writing of any objection; no objection may be accepted after such period.
- Information published or provided by the service is only intended for the Subscriber's information and therefore does not represent any contractual value and may in no circumstances constitute advice given to the Subscriber.
- The Bank does not guarantee the accuracy of the received information which shall not be considered as evidence against the Bank.
- Exchange rates shown by electronic financial and banking transactions are only indicative and are subject to change without any prior notice from the Bank.
- The Bank shall request from the Subscriber to confirm in writing some electronic instructions such as periodic transfers request at specific dates, and some offline requests or any other operation.
- No banking operation or transfer from the Subscriber's personal account in favor of another account open with the Bank may be performed unless the holder of the account beneficiary of the transfer process or of the mentioned banking operation, grants his/her prior written approval.
- The Bank has the right, without being obliged, to record by any mean of recording, banking transactions, phone conversations or verbal conversations between the Bank and the Subscriber.

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Article 10: Contract term:

Subscription to electronic banking services is taken out for an indefinite period and is valid as of the date of signature of the present Contract.

Article 11: Contract termination:

The Subscriber as well as the Bank are each entitled to terminate the contract and cancel the subscription at any time. The termination shall be effective on the date one of the Parties receives the written notice sent to its elected residence; in this case, the subscription cancellation shall not entail any compensation whatsoever.

In case the Subscriber terminated the contract, the latter shall remain responsible for all requested operations until the termination date, even if the execution dates of those operations are subsequent to the date of termination.

Article 12: Subscriber's death:

Electronic banking services shall be automatically suspended as soon as the Bank is informed of the Subscriber's death.

Article 13: Connecting from abroad:

Any subscriber residing outside Lebanon must make sure he/she is legally entitled to connect to the banking services under the provisions and regulations in force in the country from where the connection is made.

Article 14: Joint account:

In the case of a joint account, each of the account holders may benefit from the electronic banking services as well as each of them is entitled individually to carry out all operations related to this account.

In the event of a disagreement or dispute between the joint account's holders, all or one of them shall inform the Bank through a registered letter with acknowledgment of receipt. The Bank shall not be liable for the operations carried out prior to the said notification.

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Article 15: Protection of intellectual and literary property:

Online services as well as electronic financial and banking transactions object of the present Contract, are subject to the provisions of Law No. 75/1999 regarding the protection of intellectual and literary property. This protection includes in particular all information mentioned on the Bank website on the Internet such as logos, designs, shapes, written forms and images that are protected by copyright, brands rights and certificates rights as well as any other right recognized by the Lebanese legislation; it is not allowed to copy or reproduce them fully or partially, whether for commercial or non-commercial purposes.

Article 16: Amendment of these Terms and Conditions.

The Bank may at any time, amend any or all these Terms and Conditions. The Bank will inform the Subscriber of any amendments by any means of communication. If the subscriber does not accept amendments, he may terminate this contract and the use of the service. The access and use of the service any time after amendments will be evidence of his acceptance of such amendments without reservation.

Article 17: Disputes:

Laws and regulations in force in Lebanon shall be applied to the present Contract. In the event of any dispute arising from the interpretation or implementation or application of this Contract or any of its clauses, the courts of Beirut shall have competent jurisdiction to consider and settle such dispute. This jurisdiction is in the interest of the Bank which has alone the right to refer to any other competent judicial authority in Lebanon or abroad, according to the jurisdiction rules set forth in the Code of Civil Procedure.

Article 18: Election of residence:

It is expressly agreed that electing place of residence for correspondence requirements does absolutely not affect the jurisdiction competence of courts in Beirut mentioned in Article 18 above, in considering and settling any dispute in connection with the interpretation or implementation of the present Contract. Date:

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