

# Bankmed SAL, Payment Cards Terms and Conditions

## Section I - General Terms and Conditions

### Definitions

«Terms and Conditions» means these Terms and Conditions as amended from time to time by the Bank. «Card» means the Payment Card issued by the Bank in the name of the Cardholder, and refers, as the case may be, to the principal and supplementary(s) Cards. «Cardholder» means the person in whose name a Card is issued by the Bank pursuant to these Terms and Conditions. The term «accountholder» is defined as the principal Cardholder who may be either the holder of an account at the Bank or the holder of a Card account. In the latter case, the Terms and Conditions stated in Section II below shall also apply. The terms «Bank» and «Bankmed» refer to Bankmed SAL «ATM» means Automated Teller Machine. ATM Daily Limit is the total cash withdrawals that the Bank authorizes the Cardholder to make in one day by means of the Card.

### The Card, the PIN

1. The Card and the Personal Identification Number (PIN), are strictly personal and they should be used exclusively by the Cardholder.
2. The Cardholder must sign the Card immediately upon its receipt.
3. The Card may only be used within the herein stated Terms and Conditions, within its validity period, within the maximum limit authorized by the Bank, and within ATM Daily Limit.
4. The account-holder, by approving the issuance of the Card in the name of another person, is granting the Cardholder a power of attorney to make Card transactions by use of the Card. The Bank's rights are connected to this power of attorney which cannot be revoked except by cancellation of the Card.
5. The Bank may issue «supplementary Card(s)» with corresponding PIN(s) in the name of the person(s) designated by the account-holder allowing said person(s) to use the Card account or bank account(s) to settle transactions. The account-holder shall be liable for the use of the supplementary Card(s) by the person(s) so designated, as well as for all the transactions and expenditures resulting from said use. The Bank may, either solely or upon the written instructions of the account-holder cancel the supplementary Card(s) and, ask for restitution. The supplementary Cardholder is subject to the same Terms and Conditions as the account-holder that are specified in this document.
6. The Cardholder undertakes not to use the Card for illegal purposes, such as gambling in countries where gambling is illegal, including Internet gambling, or for the purchase of any goods or services deemed illegal in the country of purchase.
7. The Cardholder must ensure the safety and proper use of the Card and of the PIN and, shall immediately notify the Bank of the theft, loss or counterfeit of the Card and/or PIN and/or its utilization by any unauthorized person. Such declaration must be immediately confirmed in writing, by email, fax, or letter sent directly to the Bank against acknowledgement of receipt. In the event of the fraudulent use of the Card as specified above, the account-holder and Cardholder shall remain liable for any transactions and charges carried out by the Card prior to the Bank being notified in writing as herein mentioned. If the Card reported missing is subsequently retrieved by the Cardholder, he must not use it and should immediately report its retrieval to

the Bank, and return it to the Bank cut in half. The Cardholder hereby undertakes, should the Bank so require, giving the Bank all the information in his possession as to the circumstances of loss, theft, or unauthorized use of the Card and the Bank may disclose such information at its discretion.

8. The Cardholder may not assign, endorse, or lend the Card and/or the PIN to a third party. The Cardholder and the account-holder shall remain, in all cases, jointly and severally liable toward the Bank for the payments carried out as a result of the use of the Card by any other party.
9. Under no circumstances may the Card be used to secure any type of credit facilities. Furthermore, reimbursements in cash at accredited merchants may not be accepted on purchases made with the Card. Said reimbursements must be credited to the account-holder's account.
10. In all of the transactions carried out with the Card and validated by the PIN used by the Cardholder in lieu of signature, said PIN shall be considered as a substitute for the Cardholder's signature who will be legally bound by it. Failure to sign the sales voucher by the Cardholder does not constitute a relief of responsibility and liability regarding the settlement of all amounts debited to the account(s) as a result of the use of the Card. The Bank shall not be liable for any transaction carried out by the use of the Cardholder's PIN by an unauthorized person.
11. The Card shall remain the property of the Bank, who at its sole discretion, may either temporarily or permanently suspend or stop the Card at any time without the need to explain its action and without having to advise the accountholder and/or Cardholder in this respect. In the event that the Card is either stopped or suspended, for any reason whatsoever, the account-holder is obligated to immediately settle all outstanding amounts including interest, charges and penalties and to return to the Bank the principal as well as the supplementary Card(s). In the event that the Cardholder continues to use the Card following notification of the suspension of the Card, the Cardholder shall be subject to the sanction as specified in Article 655 of the Penal Code.
12. The Cardholder undertakes not to exceed the limit set on the Card and authorized by the Bank. The Bank may, at any time and at its own discretion amend such limit. The Cardholder also undertakes not to spend amounts in excess of the allowed balance of the account with the Bank.
13. The Bank shall bear no liability and shall not intervene in the event of dispute arising between the Cardholder and an accredited merchant. The existence of said dispute might in no case justify the refusal of the Cardholder to settle payments made by the Bank on behalf of the Cardholder. Furthermore, the Bank shall not bear any responsibility in the event that the merchant refuses to accept the Card for whatever reason and/or in the event that the merchant refuses or is unable to provide services to the Cardholder.
14. In case an ATM captures the Card, for whatever reason, the Cardholder should inform the Bank immediately and shall follow the instructions given by the Bank. The Card being captured by the ATM does not entail any liability on the Bank.
15. The Bank shall not be liable for any direct or indirect loss resulting from or that may occur on ATMs or Bank counters and/or Points-of-Sale and/or resulting from the information or communication system, for whatever reason and/or that resulting from circumstances beyond Bank's direct control.
16. In case of death of the Cardholder, the use of the Card shall be deemed valid until the Bank has received written notification of the death. In the event of a joint account, the Bank may allow the continued use of a Card delivered to the surviving party and/or

the supplementary Card, and the application for a Card shall be considered as an agreement by all account-holders to the continued use of the Card as delivered to the surviving party and/or the supplementary Card even after the death of one of the holders of said account.

17. The Cardholder authorizes the Bank to investigate the authenticity of all information, supplied by the account-holder and Cardholder in the course of applying for the Card(s), be it personal or professional, written or oral. The account-holder and the Cardholder therefore authorize the Bank to validate such information from any source and through any means and ways that it deems fit.
18. The Bank reserves the right to verify the validity of each transaction, carried out through the use of the Card, and/or refuse any transaction, which appears, according to its opinion, to be abusive, false or fraudulent, and this without bearing any prejudice or liability.

### **Liabilities towards the Bank**

1. The account-holder is liable for all the amounts relating and resulting from the Card (principal and supplementary) and its use, including without limitation Card transactions, fees, expenses and charges, whatsoever. The supplementary Cardholder is jointly and severally liable with the account-holder for all such amounts relating to his Card.
2. The account-holder hereby irrevocably authorizes the Bank to debit, any of his/her bank account and/or his/her Card account for the following amounts:
  - The Joining Fee upon the issuance of the Card and/or any supplementary Card(s).
  - The Annual Subscription Fee upon the issuance of the Card and/or the supplementary Card(s).
  - The Annual Subscription Fee when the Card and/or the supplementary Card(s) are renewed.
  - The amounts spent by the Cardholder on the Card and/or on the supplementary Card(s) upon receipt by the Bank of the debit notes, invoices or information regarding said Cards, via telescript, magnetic tape or any other means. The usage of the Card will stand in lieu of the signature of the account-holder and/or the Cardholder.
  - The fees paid by the Bank to third parties for above-mentioned transactions and as determined by the Bank.
  - The fees for an insurance policy covering loss, theft, fraud, counterfeit or illegal use of the Card. This policy shall only go into effect from the time the Bank is advised of the matter in writing and provided the Cardholder is not in default under these Terms and Conditions.
  - An Emergency Cash Disbursement Service Fee every time the concerned Cardholder obtains a cash disbursement upon the loss or theft of the Card.
  - A Handling Charge in addition to debit interests and a certain flat percentage of the total amount of every cash advance or cash withdrawal operation. Said interests and flat percentage shall apply to cash advance and cash withdrawal transactions as of transaction date without any grace period.
  - Such other similar fees, interests and charges as the Bank may apply or introduce at any time and from time to time on the card transactions and services provided.

- In the event where a Cardholder disputes a transaction, the Bank reserves the right to charge the Cardholder for any cost incurred while investigating that transaction.

All of the fees, interests and charges mentioned above will be debited according to the amounts and rates applied by the Bank at that time. The Bank may at its sole discretion modify said fees, interests and charges, without the need to advise the account-holder and/or Cardholder.

3. All of the amounts resulting from the use of the Card as well as the transactions carried out with the Card in Lebanon or abroad shall be debited to account-holder's account, after converting them from each of the currencies in which the transactions were carried out to the currency of the account-holder's account at the Bank, at the exchange rate applicable by the bank including foreign exchange mark-up on the day of conversion, regardless of the conversion rate, and without the need to revert to the account-holder.
4. The account-holder and the Bank expressly agree that any entry passed through the accountholder's account at the Bank due to the issuance and/or utilization of the Card(s), shall be considered as any other entry to the current account that the account-holder maintains at the Bank. Any debit interest that is levied to the account-holder's account will be that fixed by the Bank. The Bank has the right at any time and at its sole discretion, to change the rate of debit interest applied to the account-holder's account even after the account has been closed. The account-holder undertakes to settle the amounts due to the Bank upon the latter's first request.

### **Bank's Records**

1. The account-holder acknowledges that the Bank's entries and records shall be true and binding. Contesting one or more entries appearing on the account-holder's account requires the production of proof to justify the contrary. Said contestation should be made and received by the Bank within 20 days either from the statement date or from the debit advice date whichever is earlier.
2. The Bank may choose at its sole discretion to send a debit advice to the account-holder whenever the Card is used.
3. The Bank will also send the account-holder a Monthly Activity Statement regarding all transactions related to the Card(s). All mailings to account-holder and/or to Cardholder will be sent to the address stated on the relative Payment Card Application, or as per any subsequent change of address notified to the Bank. The Bank may decide to send statements either through postal or courier services or through any other mean. The account-holder and Cardholder hereby agrees irrevocably that any person present at the stated address is entitled to collect such mailings and/or to sign the related proof of delivery. The account-holder and Cardholder are considered as having received these mailings if the delivery was made to such other person as mentioned above and/or by delivering the mailings at his PO Box at his stated address. And thereby, the Cardholder relieves irrevocably the Bank from any responsibility regarding the Banking Secrecy regarding the above.
4. It is the Cardholder responsibility to inform the Bank in writing in case of change of address. Thereby, the Cardholder relieves irrevocably the Bank from any responsibility regarding the Banking Secrecy in this respect.

Moreover, the account-holder and Cardholder authorize the Bank to send the statements and/or transactions posted to the account to mobile phone and/or e-mail address as stated

on the Payment Card Application or as per any subsequent amendments notified to the Bank. However, the recipient should note that the statement date prevails over the receipt date and the transmittal date of the message.

### **Waiver of Bank Secrecy**

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

The bank shall not be held liable for any direct or indirect consequence(s) of services provided by or through third parties, which are beyond the direct control of Bankmed.

Equally, the Bank is released from any responsibility related to Banking Secrecy in the event that a third party, without the positive participation of the Bank, manages to obtain such information.

### **Applicable Law and Jurisdiction**

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

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

1. These Terms and Conditions are valid for a one-year period as of the date of their signature. They will be automatically renewed for a similar period unless the account-holder notifies the Bank to the contrary one month prior to the Card's

expiration date or in the event that the Bank refuses, at its sole discretion, to renew the Card.

2. The Bank reserves the right to amend and/or add and/or stop application and/or suspend application of the present Terms and Conditions at any time, at its sole discretion, and without bearing any liability. To that end, the Cardholder has no right to contest this act(s) for whatever reason. The decision of the Bank shall be automatically enforceable starting from the date it notifies the Cardholder in writing at the address registered in the Payment Card Application or from the date it decides, at its sole discretion, to publicize its decision by any means, including on statements of accounts or on branch premises, which shall be considered as due notification to concerned parties. The Bank shall consider the Cardholder to have accepted the amendments/additions if he keeps or uses the Card thereafter.

### **Miscellaneous**

1. The Bank has the right to transfer or to assign to a third party, totally or partly, the amounts due or that will be due to him by the account-holder and Cardholder, in principal, interests, commissions and charges, therefore the account-holder and Cardholder renounce since now irrevocably, their right to Banking Secrecy towards the Bank for the above mentioned purposes.
2. The Bank reserves its right, and at its sole discretion, to modify and/or cancel any, all or a combination of the services it provides and/or to introduce new services accessible via the Card, the chip on the Card, ATMs, internet, phone banking, and/or any other technology it deems appropriate. The use of Bank offered services is considered as acceptance of Bank's offered services and their related Terms and Conditions.
3. The headings are inserted for convenience only and shall not affect the construction of this Agreement.
4. The covering letter sent by the Bank to the account-holder together with the Card shall contain the applicable charges and/or fees and/or debit interest rate. The said letter forms an integral part of these Terms and Conditions. The account-holder is bound by the terms of the said letter upon using the Card for the first time. The Bank may, at its sole discretion, and at any time it deems appropriate, amend the debit interest rate and/or change the amount and/or type of fees and charges levied to the Card account, without need to advice the account-holder of such changes in advance.
5. The account-holder and the Cardholder hereby agree to renounce their rights to receive any information, whether electronic, postal or otherwise, each time a transaction passes through any of their accounts at Bankmed. Furthermore, Bankmed will not be responsible for any erroneous transactions that may pass through such accounts.

### **Section II - Conditions Applicable to «Credit Cards» and «Charge Cards»**

1. The Terms and Conditions stated in Section I above shall apply, to the transactions carried out with the credit/charge Card, to the extent they do not contradict with the provisions of Section II hereto.
2. By signing the "Bankmed Payment Card Terms and Conditions" the principal Cardholder irrevocably authorizes the Bank to open an account to be used specifically to record all transactions related to the Card for the principal Card as well as any supplementary Card(s).
3. The Bank shall send to the Cardholder a Monthly Activity Statement.

4. The account-holder is obligated to settle to the Bank on the Due Date appearing on the Monthly Activity Statement, the "Minimum Due" amount. This Minimum Due amount is determined, from time to time, by the Bank at its sole discretion and without the need to advise the account-holder or Cardholder in advance. The remaining balance, if any, of the amount owed to the Bank will be subject to debit interest at the rates determined by the Bank.
5. In case the account-holder does not settle the Minimum Due by the Due Date, or is late with his payment, the account-holder will be subject to the bank's applicable Late Payment Fee, and to debit interest accruing on such Minimum Due.
6. In the event of any excess to the Card limit, for any reason, such excess will be subject to the Bank's Over Stepping applicable Fee.
7. Debit interest on amounts owed by the account-holder to the Bank will accrue immediately on such amounts. Debit interest will be calculated from transaction date until full settlement. With respect to cash advance and cash withdrawal transaction(s), the debit interest will accrue as of the transaction date. Debit interest rate may vary according to the type of transaction undertaken with the Card.
8. The Bank may, at its sole discretion and without advance notice to the account-holder or Cardholder, set, change, accrue and post the debit interest as well as all other penalties and fees as it deems appropriate.
9. Payments are assigned against transaction type priorities as defined by the Bank at its sole discretion.
10. Payment made by the account-holder in settlement of an outstanding balance must have a value date not greater than the Due Date stated on the Monthly Activity Statement.

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

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

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

1. By enrolling in the "MedCards Statement via E-mail Service", (the "**Service**"), the cardholder shall remain bound by all the terms and conditions governing MedCards

E-Services, Bankmed Payment Cards, Bankmed E-Banking Services and by the operational rules applicable to such services. In addition, the cardholder shall be bound by the following provisions and by the operational rules governing the present Service.

2. This Service is brought to you by Bankmed SAL ("**Bankmed**") and is open to all Bankmed Credit and Charge cardholders.
3. Any participation is voluntary. Cardholders who opt for receiving their card statement by e-mail (the "**e-statement**") will not be sent a paper card statement from the next statement cycle unless they otherwise specify.
4. It is the duty of the cardholder to inform Bankmed immediately of any change in his e-mail address. Failure of the cardholder to receive his monthly e-statement due to a change in his e-mail address or due to any other reason will not excuse him from payment on due date of the amounts due in connection with the card.
5. E-statements will be sent to the e-mail address provided by the cardholder in the card application form or as subsequently provided by the cardholder. It is the responsibility of the cardholder to provide Bankmed with the correct e-mail address.
6. Cardholder should call Bankmed at telephone number 01-70 80 90 in case of non-receipt or late receipt of e-statement.
7. Errors not reported within 30 days as of statement date shall be considered correct at the discretion of the bank who reserves the right to rectify at any time.
8. If at any point in time, the cardholder(s) become aware that his E-mail address/account has been compromised; he shall forthwith inform Bankmed of the same.
9. It is the sole responsibility of the cardholder to access his e-statement on the e-mail every cut-off, (i.e.: on monthly basis, at statement generation date; for information in this respect call 01/708090). Failure to do so will not excuse the cardholder from payment by due date.
10. Should the cardholder experience any difficulty in accessing the e-statement(s), he shall promptly advise Bankmed to make the delivery through alternate means.
11. Any charges incurred due to cardholder's late or non-accessing of his e-statement shall be for his account whatever the reason may be.
12. Bankmed is not liable for non-receipt of e-statement via e-mail for whatever reason, including without limitation, due to the following reasons:
  - a. E-mail Host or ISP is down
  - b. E-mail Accounts over quota (e-mail box full needs to delete messages)
  - c. Unknown E-mail address
13. The cardholder acknowledges that the internet (particularly) and the electronic services (generally) are inherently insecure and that all data transfer occur openly and potentially can be monitored and intercepted by others. The cardholder hereby confirms that he is aware of the risks of use of such means of communication and that he shall be solely and fully responsible in respect thereof. The cardholder agrees to hold Bankmed, its officers and employees, free and harmless from any and all liability and causes of action in the event an unauthorized person accesses the information pertaining to the cardholder for whatever cause, such as tapping or hacking of communication lines, errors in transmission due to faulty lines, or other forms of high technology electronic surveillance or fraud.
14. The cardholder also understands that Internet transmission lines are not encrypted and that E-mail is not a secure means of transmission. The cardholder acknowledges and accepts that such unsecured transmission methods involve the risk of possible unauthorized alteration of data and/or unauthorized usage thereof for whatever



- purposes. The cardholder agrees to exempt Bankmed from any and all responsibility/liability arising from such misuse and agree not to hold Bankmed responsible for any such misuse and further agree to hold Bankmed free and harmless from all losses, costs, damages, expenses that may be suffered by the cardholder due to any errors, delays or problems in transmission or unauthorized/illegal interception, alteration, manipulation of electronic data or otherwise caused by using E-mail as a means of transmission.
15. For the purposes of the Service, the cardholder waives banking secrecy and authorizes Bankmed to send him information, notices, requests, e-statements and other messages via e-mail.
  16. These terms and conditions shall be governed by Lebanese Law and any dispute in respect thereof shall be subject to the exclusive jurisdiction of courts in Beirut only.
  17. The cardholder understands that he remains fully liable for all contractual liabilities to Bankmed irrespective of receipt or non-receipt of the e-statements. Under no circumstances, including negligence, shall Bankmed or anyone involved in creating, producing, delivering or managing the e- statement(s), be liable for any direct, indirect, incidental, special or consequential damages that may result from the use or inability to use the Service or out of breach of any warranty.
  18. The use and storage of any information including without limitation, the password, account information, transaction activity, account balances and any other information available on the cardholder's personal computer is at the cardholder's own risk and sole responsibility and liability.
  19. The cardholder agrees and understands that in order to ensure confidentiality of the information contained in the e-statement(s), the cardholder will not at any time, share his password with anybody.
  20. The usage of the Credit Card is governed by the applicable Bankmed Payment Cards terms & conditions. For terms & conditions, please visit <https://medcards.Bankmed.com.lb>, or any Bankmed branch.
  21. To unsubscribe from receiving email statements and to receive paper statements, please visit any Bankmed branch in Lebanon or visit <https://medcards.Bankmed.com.lb> to file your request.
  22. The cardholder agrees and understands that Bankmed may withdraw, add or modify the Service from time to time. Hence, the cardholder acknowledges that Bankmed reserves the right to suspend access to all or any of the E-Services at any time if Bankmed deems it necessary to do so (the opinion of Bankmed being conclusive in this respect) or for any security reasons.
  23. The cardholder also agrees that providing this Service is not binding on Bankmed. Bankmed may, at its own discretion suspend the Service or cancel it or modify its features at any time without giving any reason or notice.

## **Section V - MedMiles and MedPoints Rewards Programs**

Bankmed MedMiles Rewards Program Terms and Conditions and Bankmed MedPoints Rewards Program Terms and Conditions apply and constitute an integrated part of Bankmed, SAL, Payment Cards Terms and Conditions for eligible cards under the related Rewards Program. Bankmed reserves the right to modify such terms and conditions at its sole discretion without prior notice to the Cardholder.