

1-INTRODUCTION

1.1-The Customer wishes to use Personal Internet Banking Services provided by the Bank and the Bank is willing to make the Personal Internet Banking Services available to the Customer.

2-DEFINITIONS

2.1-**Access ID** means the logon identifiers assigned or issued by the Bank to the Customer in connection with the Service and includes any replacement logon identifiers.

2.2-**Account** means any present or future account which the Customer has with the Bank except as otherwise expressly designated by the Customer, and "Accounts" means two or more of these accounts.

2.3-**ADIR** means Adonis Insurance and Reinsurance Company. The Bank will act as ADIR insurance and Bancassurance provider to the Customers.

2.4-**Agreement** means this Agreement and all documents and supplementary terms issued by the Bank in connection with the provision of the Services, as the same may be modified by the Bank from time to time.

2.5-**Application Form** means the application form provided by the Bank to the Customer for the purpose of applying for access to Personal Internet Banking.

2.6-**Bank** means Byblos Bank S.A.L. and includes its successors and assigns.

2.7-**Banking Services** means the financial, banking or other services, products (Bancassurance) and facilities which may be offered by the Bank through the Service from time to time (as may be withdrawn, added to or modified by the Bank in its discretion).

2.8-**Byblosbank.com.lb site** The Byblos Bank portal through which Customers and their Delegates access Internet Banking and the Services.

2.9-**Customer** means any holder of an Account which is held in the name of an individual or jointly with one or more other individuals, sole proprietor or partnership and which has applied for the Service and has been issued with the Access ID and PIN, and includes its respective successors and personal representatives.

2.10-**Customer Guides** The welcome letter, brochures, security guides, customer 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 in connection with Business Internet Banking and the use of the Services.

2.11-**Customer Instructions** Request and/or instruction received by the Bank from the Customer through Business Internet Banking.

2.12-**Instruction** means any instructions, authorizations or requests communicated through the Service and verified through the Security Devices in accordance.

2.13-**PIN/Password** means the personal identification number and/or any other form of electronic identification signature issued by the Bank to the Customer and includes any replacement number or signature.

2.14-**Security Devices** means the PIN, Access ID, and or any other Security procedure or tool assured by the Bank.

2.15-**Service** means the service of providing access to any Banking Service through the use of Personal Internet Banking or through any other devices with or without the assistance of any officer, employee, or agent of the Bank.

2.16-**Transaction** means a utilization of any of the Banking Services via the Service and includes any utilization that may not be authorized by us or which may be fraudulent or dishonest.

1.2-The Customer and the Bank agree that the services shall be supplied to the Customer subject to the terms and conditions contained or referred to in this Agreement.

3-THE SERVICES AND THE BANKING SERVICES

3.1-Availability of the Services

(a) The Customer acknowledges that the Service is provided on an "as is", "as available" basis only.

(b) The Bank does not warrant that the Service will be available on an uninterrupted basis. The Bank shall be entitled at any time, to temporarily suspend the operations of the service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result.

3.2-Alteration and limits to the Service / Banking Services

2.17-The Customer acknowledges and agrees that the Bank may, without notice, at any time and from time to time add to (including adding new banking services or products), vary, alter, suspend or remove any of the Banking services, 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 Service, and to vary their frequency and availability period

4-USE OF THE SERVICE

4.1-Use of the Service in General

The Customer agrees and undertakes to be bound and to 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 Service as may be issued by the Bank from time to time.

4.2-Use of Security Devices

(a) The Customer acknowledges and agrees that the Access ID and/or the PIN may be collected by him at the branch where the Customer Identification File (CIF) is maintained or as may be otherwise arranged by the Bank.

(b) The Customer may from time to time change the PIN to another Password and /or number of his choice through such methods as may be prescribed by the Bank from time to time.

(c) The Customer acknowledges and agrees that the Internet Banking Password he chooses will be different from any personal identification number or other secret code he uses for other banking services. The Customer may not use his birth date, his telephone number, his address or any other readily identifiable combination of letters or numbers in his Internet Banking Password. The Customer acknowledges and agrees to change his Internet Banking Password regularly and not to use any previously used Internet Banking Password.

(d) Customer's Personal Access ID and Customer's Internet Banking Password are for Customer use alone and the Customer agrees to keep them secret and not reveal them to any person. The Customer agrees to take all reasonable precautions to maintain the secrecy of his Personal Access ID and Internet Banking Password, including ensuring that any information stored on any computer with which he accesses Internet Banking is protected against unauthorized access by third parties. The Customer agrees to memorize his Internet Banking Password and not to record it anywhere. Some internet browser applications allow the user to electronically store passwords for easy

future access to a particular web site; the Customer agrees not to use this "save password" feature in conjunction with Internet Banking.

(e) The Customer agrees that the Bank is not responsible for the security or confidentiality of his Account information or instructions until actually received by the Bank. Once the Customer has initiated an on-line Internet Banking session, he will under no circumstances leave the internet terminal from which he has accessed Internet Banking until he has terminated that session and has logged-off Internet Banking. The Customer will be responsible for ensuring that he has logged-off of Internet Banking at the termination of any Internet Banking session. The Customer will 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 a banking session.

- (f) The Customer undertakes to ensure that:
- i. all Security Devices are kept completely confidential and secure; and
 - ii. there is no unauthorized use or abuse of the Security Devices
- (g) The Customer undertakes to notify and/or contact the Bank immediately ("Security Notification") if he has reason to believe that, suspect that or has knowledge that:
- i. the security of any Security Device may have been compromised
 - ii. such Security Device has become known or been revealed to any person other than us
 - iii. there has been unauthorized use of any Security Device
 - iv. there has been use of the Service by any person other than the Customer.

Until the Customer gives such notice to the Bank and the Bank actually receives it, the Customer will be liable for all Transactions that may occur as a result of authorized or unauthorized use of Customer's Personal Access Number or Internet Banking Password.

(h) The Customer acknowledges that 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.

(i) The Customer hereby agrees that the Bank shall not be liable in contract, tort or otherwise, for any damages, losses, expenses or costs whatsoever whether direct indirect foreseeable or not suffered or incurred by the Customer as a result of:

- i. any transaction resulting from any Instruction made by the Customer or purportedly made by the Customer with or without his 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 of; or
- ii. any failure by the Bank to carry out any Instruction referable to a Compromised Security Device which was outstanding as at the time the Bank has stopped the processing of.

5-CUSTOMER INSTRUCTIONS

- (a) The Customer acknowledges and agrees that all Instructions (whether authorized by the Customer or not) are irrevocable and binding on him and the Bank and/or ADIR shall be entitled to effect, perform, process such instructions without any further reference or notice to him.
- (b) The Customer acknowledges and agrees that the Bank and/or ADIR may accept and act upon any Instruction issued and/or communicated through the Service (whether actually authorized by him or not) as his authentic and duly authorized Instruction and that the Bank shall be under no obligation to investigate the authenticity or authority of persons effecting the Instruction.
- (c) The Customer requests and authorizes the Bank to accept, rely upon and act upon his instructions given in any manner

permitted by Personal Internet Banking as if he has given signed written instructions to the Bank, even if they may conflict with any other mandate given at any time concerning his Accounts. The Customer further requests and authorizes the Bank to debit from his Accounts any amounts the Bank has paid or incurred in accordance with instructions received through Personal Internet Banking regarding his Accounts.

(d) The Customer acknowledges and agrees that the Bank will be authorized to transmit his instructions concerning Bancassurance products to ADIR.

(e) Notwithstanding sub-clauses (a) and (b) above, the Customer acknowledges and agrees that the Bank may at any time: (i) refrain from acting promptly upon any Instructions given or purportedly given by him in order to verify the authenticity thereof without incurring any responsibility for loss, liability or expense arising out of so refraining to act; or (ii) require any Instruction to be confirmed in writing and signed by the Customer before acting on such Instructions.

(f) The Customer acknowledges and agrees that in absence of any written confirmation received by the Bank to any "Stop Check Instruction" the check will be stopped for only 48 hours after which it will be reactivated. The Customer also acknowledges and agrees that all Bancassurance transactions shall not be carried in the absence of a written confirmation received by the Bank within seven days from the Internet banking instruction.

(g) The Customer acknowledges and agrees that the Bank may refuse to complete or may reverse any Transaction if: (a) the Transaction is one that the Bank cannot process; (b) the Transaction exceeds Customer's balance or credit limit or violates any provision in any other agreement he may have with the Bank; (c) the Transaction is a bill payment to a business or other person that does not accept the Transaction; (d) there is an operational failure or malfunction in Internet Banking; or (e) the Transaction involves any Account that the Bank considers inactive.

(h) The Customer acknowledges and agrees that the processing of some Transactions such as bill payments or transfers of funds to third parties may require two or more banking days for completion

(i) 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.

6-CONFIRMATION FROM THE BANK

The Customer understands that the Instruction to the Bank through the Service 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. The Customer further acknowledges that unless he receives a confirmation of receipt of the same from the Bank or from an officer, employee or agent of the Bank, 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 him 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 Service or any lack of confirmation of receipt of any Instructions by the Bank for whatever reason.

7-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 Service in the exercise of the Bank's sole discretion. The Customer agrees to pay all fees and charges for the use of the Service imposed by the Bank from as varied from time to time. The Customer authorizes the Bank

to debit such fees and charges incurred by him from any Account(s) which he has with the Bank. If there are insufficient fund in Customer Account(s), the Bank may cancel all Customer instructions and terminate this Agreement.

8-SUFFICIENT FUNDS

At no time and under no circumstances shall the Customer use or attempt to use the Service for payments, placement of fixed deposits 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 the receipt of the Instruction.

9-JOINT ACCOUNTS AND COLLECTIVE ACCOUNTS

The Customer acknowledges and agrees that where an application for the Service 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 Service. The Bank shall be entitled to act on any instruction received from any joint Account holder singly or jointly.

Where the application is in respect of a Collective Account, the Bank shall be entitled to act on any instruction purportedly arising from any authorized person according to the "Request for Opening a Collective Credit Account" signed with the Bank.

10-RECORDS OF THE BANK

10.1-The Customer acknowledges and agrees that the Bank's records and any records or recordings of the Transactions, instructions, communications, operations or any other transactions made or performed, processed or effected through the Service 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 Service and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with the Service 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. The Customer hereby agrees that all such records are admissible in evidence and that he 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 our rights (if any) to so object.

10.2-Transaction record

Without limitation to the generality of Clause 10.1 above, the Customer further acknowledges and agrees that 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.

11-NO WARRANTY

The Bank does not warrant the results that may be obtained from the use of the Service. Notwithstanding any other provision of this Agreement, 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 Service and / or the Security Devices.

The Customer acknowledges and agrees to the risk resulting from Internet banking services which may lead to information errors and violation of Banking Secrecy Laws

12-LIMITATION OF LIABILITY

12.1-The Customer assumes the entire cost of all necessary servicing, repairs, corrections to any equipment arising from or connected to Customer's access to Byblos Bank Web Site and Internet Banking.

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

Internet Banking, Byblos Bank Web Site 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

The use of Internet Banking and Byblos Bank Web Site, 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 us of Internet Banking and Byblos Bank Web Site or its content will not infringe the Intellectual Property or other rights of any third party.

12.2-The Customer acknowledges and agrees that other than as provided for in his Personal Internet Banking Agreement, the Bank will not under any circumstances be liable to him or anyone else for any damages (direct, indirect, or consequential) relating to the use of Internet Banking and Byblos Bank Web Site by him or anyone else (including without limitation, loss of use, loss of business, loss of data, loss of profits and third party claims).

12.3-Without limiting the above, the Bank will not be liable to the Customer or anyone else for any damages suffered as a result of 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 Internet Banking.

13-FORCE MAJEURE

13.1-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 damages 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.

13.2-Without limitation of the generality of Clause 13.1 above, the following shall be regarded as circumstances and/or causes beyond the Bank's reasonable control: (i) acts, restrictions, regulations, by-laws, prohibitions or measures of any kind, (ii) power failure, (iii) acts of default of any telecommunications network operator, circumstances where communications lines for the Bank's computer systems cannot be used for reasons attributable to third party telecommunications 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-dependant functions.

14-GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Lebanese Laws. Lebanese Courts shall have Jurisdiction over any litigation arising out of the interpretation and or execution of this Agreement.

This shall not limit the right of the Bank to bring any proceeding in whatsoever jurisdiction the bank sees fit in Lebanon or outside Lebanon and the taking of any proceeding in any court shall not preclude the taking of a proceeding in any other jurisdiction.

15-AMENDMENTS

15.1-The Bank may amend the terms of this Agreement at any time as is necessary for the effective operation of the Internet Banking and/or the Services. The Bank will inform the Customer of any amendments by:

- a. Posting to the Customer a hardcopy of the amended Personal Internet Banking Terms and Conditions; or
- b. By posting an electronic version of the amended Personal Internet Banking Terms and Conditions on the Internet Banking website; or
- c. Exhibiting the same at any of our branches in Lebanon.

15.2-whereupon the amended Personal Internet Banking Terms and Conditions shall comprise the entire agreement between the Customer and the Bank, and the Customer shall be bound by the amended terms from the date on which they are expressed to take effect, whether or not the relevant notice has been seen or received by the Customer (as the case may be). If the Customer does not accept the amendments, the Customer may terminate his access to byblosbank.com.lb site and the use of Internet Banking and the Services. If the Customer continues access and use Internet Banking and/or the Services at any time after amendments, the Customer shall be deemed to have accepted and agreed to such amendments without reservation.

16-NOTICES

Any notice to be given under this Agreement by the Customer to the bank must be communicated in writing by post. Any notice to be given by the Bank to the Customer under this Agreement can be communicated by post, through Internet Banking, to Customer's email address most recently notified to the Bank or exhibited at any of the Bank Branches. If by post the notice will be taken to have been received five days after posting by one party to the postal address most recently notified by the receiving party and if through Internet Banking or via email three days after transmission.

17-TERMINATION

The Customer acknowledges that the Bank shall be entitled in its absolute discretion to forthwith terminate this Agreement or to forthwith deactivate or revoke the Service without any reasons at any time by giving notice.

Signed on duplicated copies

Date: ----/----/----

Customer

Name	
Address	
Tel/Cell	
Fax	
Email	
Signature	

Byblos Bank S.A.L.

Authorized Representative :-----

Signature: -----