

## Terms and Conditions of Use of Point Com® Service

Bank: Banque Libano-Française S.A.L.

Point Com® Service: E-banking Service provided by the Bank.

Subscriber: The Client having subscribed to the Point Com® Service.

Opening hours: from Monday to Friday from 8 a.m. till 2 p.m and Saturday from 8 a.m. till 1 p.m. The Bank reserves its right, at its sole discretion, to modify its working hours.

### ARTICLE 1: OBJECT OF THESE TERMS AND CONDITIONS

These terms and conditions define the methods of access, operation, use and subscription to a set of services, products, information, enquiries and banking and financial transactions, accessible by Internet, the Bank makes available to its Subscribers 24 hours a day, 7 days a week. It is understood that banking transactions that require the Bank's authorization are processed during the opening hours of the Bank.

Within this scope, all of the agreements of the Bank previously signed by the Subscriber shall continue to apply, except for those that are contrary to these terms and conditions.

The Subscriber agrees to comply with any amendments to these terms and conditions and /or to the conditions of use of the Point Com® Service brought to his attention by any means as the Bank deems appropriate, including by publication on the Point Com® Service website. The Subscriber agrees, upon the Bank's request, to sign any related amendments.

Any use of the Point Com® Service by the Subscriber after the amendments and changes to these terms and conditions and/or to the e-banking services available to the Subscriber on Point Com® Service and brought to his knowledge, is deemed an express and unreserved acceptance by the latter of the new terms, regardless of whether the amendment has been signed by the Subscriber.

The applicable version of the terms and conditions of use of the Point Com® Service is available on the website:

<https://www.e-banking.eblf.com> and/or [www.e-banking.eblf.com](https://www.e-banking.eblf.com)

### ARTICLE 2: SUBSCRIPTION TO THE POINT COM® SERVICE

1. Any natural person or legal entity, having an individual account or a joint account with the Bank may benefit of all of the services offered by the e-banking services provided by the Bank, as and when they become available.

The Bank is not responsible for any direct or indirect damage suffered by the legal entity as a result of the legal entity's representative misuse of the powers conferred to him.

It is understood that the Bank may at any time and without any liability:

- Refuse any subscription demand to Point Com® Service.
- Terminate the subscription to Point Com® Service.

2. The Point Com® Service covers all categories of accounts linked to the same Subscriber number with the Bank.

### ARTICLE 3: NECESSARY EQUIPMENT TO ACCESS THE POINT COM® SERVICE

Access to the Point Com® Service requires that the Subscriber equip himself, at his own expense, with the following:

- Computer equipment of his choice (PC, Smartphone, Digital Tablet, etc.)
- An internet connection for the transfer of information via the internet network of his choice.
- Communication and navigation software provided by the Bank and installed on the computer equipment of his choice.

Access to Point Com® Service is secured by encryption, which requires the use of an adapted operating system and browser. Browsers that are compatible with Point Com® Service are Internet Explorer 9.0 or a newer version and Mozilla Firefox 1.5 or a newer version.

### ARTICLE 4: METHODS OF IDENTIFICATION

1. Access to Point Com® Service requires the introduction of the following codes:

- An Identifier also called Identification Code, chosen by the Subscriber and provided by the Bank
- A secret code also called "Memorable Data" provided by the Bank, for use only during the first access to the Point Com® Service
- A PIN code consisting of a six-digit number, chosen by the Subscriber during the first access to the Point Com® Service

- An electronic package called TOKEN, given by the Bank to the Subscriber, generating a unique secret code that may be used once per access, and synchronized with the Bank authentication and security server to provide a high level of security
  - An SMS One Time Password (OTP) delivered to the subscriber mobile number with a unique secret code that may be used once per access.
- 2.** Codes are strictly confidential. They circulate on the telecommunications network in encrypted form
- The Subscriber finally and irrevocably agrees to preserve the confidentiality of his codes, refrain from registering them on any document and disclosing them to anyone for any reason. The Subscriber is responsible for all of the consequences of any inadvertent disclosure of said codes to any person.
- The codes are strictly personal and confidential; The Token is directly handed over by the Bank to the Subscriber, who shall take all appropriate measures to ensure its safety.
- Therefore any transaction preceded by the introduction of the codes is irrevocably deemed executed by the Subscriber; The latter is thus responsible for all the consequences of the transactions executed on the Point Com® Service by the mere introduction of these codes, even if it appears that these codes are introduced by third parties.
- The Subscriber may at any time change his PIN code in accordance with the applicable conditions. The Subscriber takes note of the Bank's recommendation to change frequently the codes and not choose codes easily detectable by a third party (such as date of birth, or other). For safety reasons, access to Point Com® Service is blocked when a wrong PIN code, Token code or SMS OTP code has been entered five times. The Subscriber shall then contact the Call Center of the Bank at 1272 for any assistance.
- If the PIN code and/or the Token is disclosed, lost, stolen, or forgotten or in case of deterioration of the Token, the Subscriber shall go to the Bank and request the assignment of a new PIN code, and/or Token at his own expense.
- The Subscriber shall remain responsible for all of the transactions executed until the Bank's notification of such loss, deterioration, theft or oblivion.
- 3.** The Subscriber may, under his own responsibility, authorize a third party, called Co-Subscriber, to consult on his own responsibility, all or part of his accounts and execute transactions on his accounts; The Subscriber must fill in a form for this purpose.
- If there are several Co-Subscribers, the Bank may not identify the Co-Subscriber who executed a given transaction.
- An Identification Code, a Memorable Data and a Token are provided by the Bank to the Co-Subscriber.
- In case of loss, theft or oblivion of these codes or deterioration of the Token by the Co-Subscriber(s), the Subscriber must go to the Bank and request it to give new access codes and/or a Token to the Co-Subscriber. The fees of assignment of a new Token shall be borne by the Subscriber according to the applicable rates.
- The Subscriber remains fully responsible for the use and keeping of the codes and Token that are given to the Co-Subscriber. The Subscriber shall also be responsible for the consequences of an even inadvertent disclosure of these codes to any party by the Co-Subscriber.
- Any transaction preceded by the introduction of these codes is irrevocably considered executed by the Co-Subscriber.
- The Subscriber is thus responsible for all of the consequences of the transactions executed by the Co-Subscriber by the mere introduction of these codes, even if it appears that these codes were introduced by a third party.
- The Subscriber may, at any time, request the suspension or interruption of the Co-Subscriber access to Point Com®. He shall fill in the appropriate form for this purpose.
- 4.** The Identification Code, the Memorable Data and the Token are remitted to the representative of the legal entity, duly authorized to represent the legal entity. The legal entity's representative is fully responsible in his capacity as representative of the legal entity (the Subscriber) and in his personal capacity, for the use and conservation of these codes and Token delivered to him and for all of the consequences of an even inadvertent disclosure of said codes by him to any third party.
- The Identification Code, the Memorable Data, the PIN code and the Token are reserved for the exclusive use of the legal entity's representative. No other partner, shareholder or a third party may use them.
- The legal entity's representative shall be responsible for all of the consequences of any disclosure of such codes to any shareholder of the legal entity or any third party.
- In the event of termination of the duties of the legal entity's representative, the latter shall without delay, give the codes to the new legal entity's representative, who must for security purposes, change the PIN Code.
- The former legal entity's representative agrees to notify the Bank in writing of the termination of his duties and to stop using the Point Com® Service by using the codes that were given to him. The Bank shall not be responsible if the former legal entity's representative does not give the codes to the new representative and continue to use the Point Com® Service.
- 5.** Each co-holder of joint and collective accounts shall have his own Identification code, Memorable Data, PIN code and Token.

## ARTICLE 5: E-BANKING SERVICE

The Bank shall provide the Subscribers to the Point Com® Service, with the following e-banking services:

- |                                                      |                                                                       |
|------------------------------------------------------|-----------------------------------------------------------------------|
| • Account enquiry                                    | • Product enquiry                                                     |
| • Retail Credit enquiry                              | • Corporate Credit enquiry                                            |
| • Banking card enquiry                               | • Insurance policy enquiry                                            |
| • Letter of Credit enquiry                           | • Letter of Guarantee enquiry                                         |
| • Enquiry and viewing of checks drawn and cashed     | • Downloading statements of accounts                                  |
| • Transaction enquiry                                | • Permanent Instruction enquiry                                       |
| • Future transactions enquiry (forecasted movements) | • Amounts outstanding and future bills monthly payment (Credit Cards) |

- Retail Credit Application
- Checkbook request
- Modification and Removal of Beneficiaries
- Transfer from one account to another
- Creation of internal permanent transfer orders
- Customization of the account name
- Sent messages enquiry
- Demo (a guided tour to familiarize the Subscriber with the Point Com® Service)
- SWIFT details enquiry
- Ogero bills enquiry
- Tuition fees payment

- Request of Bank Cards
- Creation of a Beneficiary
- List of Beneficiaries enquiry
- Transfers to Beneficiaries' accounts
- Bills of exchange enquiry
- Modification of the method of renewal of a term deposit account
- Received messages enquiry
- Writing a message to the Bank
- View pending requests enquiry
- POS Statement
- Credit Card settlement
- Wedding list payment

The Bank reserves its right to modify the conditions of use of the Point Com® Service, and to create or remove any e-banking service offered by the Point Com® Service for any reason whatsoever. The Bank shall inform the Subscriber by publication on the Point Com® website or by any other appropriate means.

Any transfer request, any opposition, any request for a checkbook, document or other, submitted on the Point Com® Service shall be considered as having been communicated to the Bank after receipt by the Subscriber at his e-mail address, or his message box on the Point Com® Service, of a confirmation of receipt of the request.

Exchange and interest rates are published on the Point Com® Service website are only for indicative purposes and are subject to change.

Foreign exchange transactions are executed in accordance with the rate of exchange prevailing at the time of execution of the transaction.

## ARTICLE 6: ENQUIRY AND TRANSFER SERVICES

### 1) Enquiry

The holders of the following accounts only benefit from the enquiry service provided by the Point Com® Service:

- The accounts opened in the name of legally incapacitated persons
- Subscribers' accounts subject to a bank or judicial prohibition of drawing checks, or subject of an opposition
- Collective accounts
- Term deposit accounts
- Accounts of legal entities that are bound by the joint signatures of more than one representative.

### 2) Transfers

**2.1** The Subscriber\* may make transfers to third party accounts opened with the Bank or with other Banks in Lebanon and abroad, provided the account from which the Subscriber wants to make a transfer lies within the category of accounts authorized to execute transfers.

To make a transfer in favor of a third party, the Subscriber must first create a Beneficiary either from the Point Com® Service platform, by entering all of the required banking information (name of the bank, swift address, branch address, account number, name of the beneficiary, etc.) or directly at the Bank.

This service shall not be operational before the Subscriber completes and signs of the form for the creation of a Beneficiary and before the Bank's authorization of the creation of the Beneficiary.

The Bank may refuse to authorize the creation of a Beneficiary for any legitimate reason and it may not be held liable in this respect.

*\*The subscriber to the Point Com® standard service is not able to perform a transfer transaction.*

**2.2** The Subscriber may give occasional transfer orders or permanent transfer instructions in favor of his own accounts or in favor of any other account included in his list of Beneficiaries.

One-time transfers are non-regular transfers that the Subscriber may execute on the basis of different amounts, currencies and accounts. These transfers may be set for immediate or deferred execution.

Permanent transfers are transfers set in order to be executed on a recurrent basis, using the same amount, the same currency, the same account and the same Beneficiary but on different dates.

**2.3** Subject to the existence of sufficient funds in the account to be debited, the transfer orders may not exceed the daily transfer limit authorized in US dollars, that is US dollars 5,000 (five thousand) for a natural person or US dollars 10,000 (ten thousand) for a legal entity or their equivalent in another currency.

**2.4** Internal transfers to another account opened with the Bank are immediately executed without Bank's authorization if the transferred amount is less than US dollars 5,000 (five thousand) with foreign exchange transaction or less than US dollars 10,000 (ten thousand) if the transfer is to an account in the same currency.

**2.5** External transfers to an account opened with another bank in Lebanon or abroad, require the Bank's approval and shall be executed as soon as possible after the date of initiation.

**2.6** The Bank may modify the daily limits subject to the notification of the Subscriber in advance by publication on the Point Com® Service website or through any other suitable means.

**2.7** The transfer order may be rejected by the Beneficiary within 31 days as of the date of receipt of the transfer; The Bank may not be held responsible in this respect.

**2.8** The Bank may refuse, suspend, cancel or delay the execution of any transfer order in particular if it considers it to be incomplete, inconsistent,

incorrect or contrary to the applicable laws and regulations in Lebanon or abroad, within the scope of the anti-money laundering measures and tax evasion.

- 2.9** The Subscriber shall be notified on his e-mail address of the execution or refusal of execution of the transfer within 24 hours following its initiation.
- 2.10** By signing the present terms and conditions, the Subscriber irrevocably and expressly authorizes the Bank to pay the fees and commissions due to the Bank, and if necessary due to the bank receiving the transfer.
- 2.11** The Bank is not responsible for any direct or indirect damage suffered by the Subscriber due to any inaccurate information on the transfer order (name, bank details of the Beneficiary or other) and for the refusal of the Bank to execute the transfer required by the Subscriber for any reason as it deems appropriate.

## **ARTICLE 7: INFORMATION PROVIDED VIA POINT COM® SERVICE**

The Point Com® Service does not give any advice. The information on the Point Com® Service may in no circumstances constitute advice given to the Subscriber. It reverts to the Subscriber to decide at its sole discretion, of its investments and transactions.

Confirmations published on Point Com® Service regarding banking transactions and the Subscriber's requests are not binding upon the Bank and may not be invoked against it. Only statements of entries and written confirmations of transactions, if any, constitute a valid proof between the parties.

## **ARTICLE 8: RIGHTS AND OBLIGATIONS**

### **1) The Bank's rights and obligations**

- 1.1** Being subject to banking secrecy under the Law of September 3, 1956, the Bank sees to the proper execution of orders received and to the confidentiality of the provided information. It undertakes to never disclose any of the Subscriber's personal data and to only transmit information collected within the scope of the Point Com® Service for the purpose of management of the personal information or compliance with the legal and regulatory obligations.
- 1.2** In order to provide maximum security to its Subscribers, the Bank undertakes to never communicate the PIN code by e-mail, telephone or other means. Moreover, the secret code shall only circulate on telecommunication networks in the form of a 128-bit encryption system used by the Bank.
- 1.3** The Bank undertakes to implement and exert all possible efforts technically to ensure the proper functioning of Point Com® Service and preserve the confidentiality of the provided information.
- 1.4** The Bank will send once daily an e-mail to the Subscriber's e-mail address to inform him of all of the transactions executed, or rejected on Point Com® Service. In addition, a monthly statement will be sent by the Bank to the postal address of the Subscriber, unless the Subscriber requests to keep the statement with the Bank. The Subscriber is entirely responsible for all technical incidents and their resulting consequences, such as the non-receipt of the said statements or receipt by a third party, etc., and releases the Bank, its officers, directors and all its representatives from any liability in this respect.
- 1.5** The Subscriber may request the Bank to send him an SMS (Short Message Service) to his mobile phone number to inform him of all of the transactions executed or rejected on Point Com® Service in accordance with the conditions set out in the form that the Subscriber should complete and sign to this effect.
- 1.6** The Bank may also discontinue or suspend all or part of the e-banking services provided by Point Com® Service including in the event of fraud or sociopolitical event.
- 1.7** The Bank may, if it becomes aware of a judicial or extrajudicial dispute between one or more co-holders of a joint or collective account, interrupt or suspend access to the Point Com® Service.
- 1.8** The Bank is expressly and irrevocably entitled to post to the debit of the account designated by the Subscriber for this purpose or any other Subscriber's account opened with the Bank, all of the amounts due by the Subscriber in particular the costs and commissions due on the banking transactions or due for the payment of the subscription to the Point Com® Service or to the SMS Service or other if any.

### **2) The Subscriber's rights and obligations**

- 2.1** The Subscriber expressly waives the bank secrecy in favour of any third party and any competent authority for the purpose of the implementation and maintenance of Point Com® service in addition to the execution of the existing general terms and conditions.
- 2.2** It reverts to the Subscriber to acquire at his own expenses, the hardware of his choice and obtain the required internet connection. The Subscriber shall bear the cost of communications which is directly charged by the telecommunications network operator. The Subscriber shall solely bear all of the risks and direct and indirect damages that may result from malfunctions caused by the hardware or internet connection. The Bank has no obligation and therefore is not responsible for the choice of hardware and/or internet provider and for any malfunction caused by the hardware or internet connection.
- 2.3** The Subscriber shall solely bear all of the risks and any direct or indirect damages resulting from any failure and error in the transmission of information, the unauthorized use by third parties, the inaccuracy of the transmitted data, the refusal by the Bank to execute a banking transaction or create a Beneficiary.
- 2.4** When exporting data on management software, the Subscriber shall see to prevent access by unauthorized third parties. He must also take all appropriate measures to protect the data and/or software stored or loaded on his computer equipment from contamination by viruses and intrusion attempts.

- 2.5** To protect the confidentiality of his banking data, the Subscriber is invited to take the appropriate steps according to his own hardware to either prevent the storage of the data consulted or erase them once the consultation ends.
- 2.6** In case of transfer of the current account designated by the Subscriber for the billing of expenses and fees payable to the Bank to another branch of the Bank, the Subscriber agrees to notify his new branch of his subscription to the Point Com® Service and to go to his new branch to fill the required forms for this purpose; otherwise, access to the Point Com® Service shall be suspended.

#### **ARTICLE 9: LIMITATION OF RESPONSIBILITY**

- 1.** Although the Bank uses the most powerful security tools, it may not guarantee the security of any data transmitted on the Point Com® Service.
- 2.** The Bank shall not be held responsible for the consequences of the failure to perform its obligations where the failure is due to factors beyond its control or the quality and availability of telecommunications networks. It also may not be held liable for service interruptions due to acts of God, natural disasters or force majeure, in particular, due to the absence of power or power outage, the malfunction of the telecommunications network, equipment or hardware of the Subscriber (including computers, software, modems, phones, etc.), the maintenance and servicing of the Point Com® Service or other.
- 3.** The Bank is not responsible in the event of hacking, computer virus, or of any event beyond its control.
- 4.** The Bank assumes no responsibility for any claim or objection made by a co-holder of a joint account with respect to any transaction(s) carried out by any other co-holder of the said account or with respect to the risks and damages associated with the use of the Point Com® Service.
- 5.** The Bank provides all the necessary efforts to maintain a reliable update of all information and all details available on its Point Com® Service. However, it may not be held liable for any errors or failures relating to the said information or its updating.
- 6.** The Bank shall not be held responsible for the consequences of the improper use of access keys or use by a third party unless of an opposition by the Subscriber, duly notified to the Bank. The Bank assumes that the use of the PIN code and Token by a third party means that the Subscriber has provided the code and the Token, which is deemed a gross negligence on his part.
- 7.** The Bank is not liable for errors, delays and other problems beyond its control that may occur when executing instructions via the Point Com® Service, and for the service interruption for any reason whatsoever.
- 8.** The Bank's liability is limited to direct damages, and it may only be held responsible if it is proven that it has committed a gross negligence.
- 9.** The Subscriber is presumed having taken full knowledge and accepted all of the risks involved in the use of the Point Com® Service, in particular risks due to technical or computer problems or fraudulent third party access to the Point Com® Service.
- 10.** In case of interruption or suspension of the Point Com® Service for any reason whatsoever, the Subscriber should contact the Bank to execute his transactions. The Bank is therefore not responsible for the consequences of a disruption of Point Com® Service.

#### **ARTICLE 10: DURATION AND TERMINATION OF THE SUBSCRIPTION TO THE POINT COM® SERVICE**

The Subscription to the Point Com® Service remains in force for an indefinite period from the date of signing of these terms and conditions. The Bank and the Subscriber may terminate the subscription to the Point Com® Service at any time upon notice to the other party. The termination shall take effect from the date of receipt or the non-receipt by the other party of the written notice sent to his specified domicile. The termination of the Subscription for whatever reason does not entail the payment of any compensation. The Point Com® Service shall be automatically interrupted when the Bank becomes aware of the death or the incapacity of the Subscriber.

#### **ARTICLE 11: APPLICABLE LAW AND COMPETENT JURISDICTION**

These terms and conditions consist of this text subject to amendments or annexes that would modify or supplement their provisions. They are subject to laws and regulations in force in Lebanon.

The courts of Beirut are solely competent to settle any dispute and litigation relating to these terms and conditions and/or their interpretation and/or execution. Nevertheless, the Bank keeps all its rights of recourse against the Subscriber or any other person before any other jurisdiction of its choice.

In case of discrepancy between the arabic version, the english version and the french version of these terms and conditions, the arabic version shall prevail.

The challenging of the validity, legality or enforceability of one or more provisions of these terms and conditions, shall not affect the validity, legality or enforceability of the other provisions that will retain their full effect.

The Subscriber shall make sure that he is legally authorized to connect to the Point Com® Service in the country from which the connection is made.

The Point Com® Service is protected by the laws and regulations protecting intellectual property.

This protection covers all of the information available on the Bank's website: logo, design, shape, graphics, photographs that are protected by copyright, trademark law, patent law and other recognized by the Lebanese law and regulations. It is prohibited to reproduce them, in whole or in part, for commercial or non-commercial purposes.