



CUSTOMER AGREEMENT

(V.1.2 – 6 Aug 2024)

1. INTRODUCTION

1.1 This Customer Agreement (the “**Agreement**”) is a contract between you and us (Monty Finance SAL). It is applicable to all our services which you can access and use through our mobile application named MyMonty (“**App**” or “**MyMonty App**”). By using our App and services, you confirm that you accept and agree to follow this Agreement. If you do not agree, you must not use our App and services.

1.2 This Agreement refers to and incorporates by reference documents which also apply to your use of our App and Services, including but not limited to:

- (a) our [Data Protection Policy](#);
 - (b) our [Fees and Charges Section](#);
 - (c) our [Limits Section](#);
 - (d) any additional terms and conditions specific to a particular service;
- Clauses (a) to (c) are collectively known as the “**Other Terms**”.

1.3 Unless otherwise stated, if there is any conflict or inconsistency between this Agreement and the Other Terms, the terms and conditions of the Other Terms shall prevail.

1.4 Information contained in this Agreement, the Other Terms, our website mymonty.com.lb and MyMonty App should not be regarded as an offer, solicitation, promotion or advertisement of the services that we will provide under this Agreement or the Other Terms in any country where such offer, solicitation, promotion or advertisement is not permissible under applicable local law.

2. DEFINITIONS

2.1 The following word(s) and expression(s) shall have the meanings set out hereinbelow, unless the context indicates otherwise:

“**Affiliates**” means any direct or indirect parent, subsidiary or associated company of Monty Finance SAL;

“**Appointed Agent(s)**” means designated party(ies) (appointed by us) for you to Top-Up (add money to) your eWallet Account with cash and/or to withdraw money from your eWallet Account in cash at their locations. We may amend the list of our Appointed Agents at our sole discretion. For our list of Appointed Agents please check the App or visit our Website;

“**Available Balance**” means the amount of money which is standing in credit in your eWallet Account;

“**Business Day**” means a day other than a Saturday, Sunday or a public holiday in the Lebanese Republic;

“**Data Protection Policy**” means our data protection policy, as updated from time to time;

“**Device**” means a mobile phone that supports our App;

“**CBL**” means the Central Bank of Lebanon;

“**eWallet Account**” or “**Account**” means the electronic wallet account opened under your name with us that allows you to execute payment transactions;

“**Instruction(s)**” means any request(s), application(s), authorization(s), order(s) or instruction(s) in whatever form given or transmitted by you through the App or any other channel made available by us;

“**Intellectual Property Rights**” means all copyright, patents, utility, innovations, trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, whether within or outside the Lebanese Republic, registered or unregistered;

“**Key Facts Statement**” or “**KFS**” means a disclosure document summarizing all the important information of a Service or product;

“**Know-Your-Customer**” or “**KYC**” means the procedures taken by us in line with the applicable regulatory requirements to verify your identity, understand the nature of your activity and assess money laundering and terrorist financing risks;

“**LBP**” means Lebanese Pounds the lawful currency of the Lebanese Republic;

“**Login Information**” means a Password or any additional information required to login to the App and use the Services;

“**Merchant**” means any retailer, vendor, or establishment offering products and/or services which accepts the eWallet Account as a method of payment for the purchase of their products and/or services;

“**Password**” means any personal identification number, Device password, one time password (OTP), biometrics, word, phrase, symbol, code and/or a series or combination thereof known only to you for authentication, verification or authorization purposes when you access, use the App or make a transaction;

“**Permitted Currencies**” means USD and LBP;

“Personal Information” means all data, record or information (in whatever means) submitted by you or collected from you or compiled by us as a result of your usage of the App and/or the Services, either directly or indirectly, including but not limited to your name, gender, identity card number, date of birth, nationality, email address, residential address, mobile number, card details, and any other information which you have consented for us to use in whatever ways deemed fit by us, store, share or process in accordance to the terms and conditions of this Agreement;

“POS” means point-of-sale where you can process a payment through QR Code;

“Services” means the services listed in Clause 5 which are provided by us through the App;

“Third Party Provider(s)” means external companies and individuals with whom we collaborate to facilitate the provision of specific components of our Services;

“Top-Up” means adding money to your eWallet Account in the Permitted Currencies via the Top-Up channel(s) designated by us so that the money becomes part of the Available Balance available for making Transaction(s);

“Transaction(s)” means the transactions listed in Clause 5;

“Transaction Limit(s)” means the transaction limit(s) as defined in Clause 6;

“Transaction Records” means any records with respect to each Transaction carried out through your eWallet Account, including but not limited to the: (a) transaction type; (b) transaction date; (c) name of the counterparty; and (d) fee charged, if any;

“USD” means United States Dollars the lawful currency of the United States of America;

“we”, “us”, “our(s)” means Monty Finance SAL, a company registered in Lebanon (Beirut CR No. 73215), whose address is at Gefinor Center, Clemenceau St., Hamra, Beirut, Lebanon and is authorized by the Central Bank of Lebanon to operate as a financial institution and e-wallet service provider;

“Website” means our website www.mymonty.com.lb;

“you”, “your”, “yourself” means the eWallet Account holder and/or the user of the App and/or the Services.

3. eWALLET ACCOUNT OPENING AND USE OF THE APP

Opening an eWallet Account

3.1 To open an eWallet Account and access our Services, you are required to download our App on your Device. You may only download and install our App for use on your Device from the app stores we authorize.

3.2 You are eligible to register as a user of the App and create an eWallet Account, provided that you fulfill the following requirements:

- (a) you are a Lebanese citizen;
- (b) you are eighteen (18) years and above at the time of registration;
- (c) you are holder of a Lebanese ID or valid passport; and
- (d) you have successfully passed our KYC process.

3.3 However, even if you have successfully met the eligibility criteria, we reserve the right to either open or refuse to open an eWallet Account for you at our discretion. We shall not be held liable for refusing to open an eWallet Account for you.

3.4 You will be required to create a Password to access the App and use our Services and to provide accurate, complete and up to date information for purposes of the registration and inform us immediately of any changes in any particulars of your Personal Information.

3.5 Upon successful activation, you will be provided with one (1) eWallet Account. You shall only be entitled to have one (1) eWallet Account.

3.6 Your eWallet Account is a dual currency account split into two distinct balances, one designated in LBP and the other in USD. However, we do not conduct any foreign exchange transactions in the eWallet Account. As a result, currency exchange between the LBP balance and USD balance of your eWallet Account is not available. Additionally, you cannot Top-Up your eWallet Account in USD to make payments in LBP, or vice versa. Transactions are limited to the respective currencies. You can only use the LBP balance to make LBP transactions and the USD balance to make USD transactions.

3.7 You understand that the eWallet Account is a payment account and it is not a deposit nor a savings account and does not entitle you to interest.

3.8 By registering and opening an eWallet Account, you acknowledge that you have read and understood the content of the [Customer's Rights and Duties List](#) and [eWallet Account Key Facts Statement](#).

3.9 Additional Services accessible through the App may have additional eligibility criteria and specific terms and conditions.

3.10 You are required to furnish complete, accurate and timely data, information and instructions in relation or in connection with any Services and performance of any Transactions made through the App.

3.11 We may request additional information or documentation at any time without disclosing any reason(s) whatsoever to you and you agree that you shall provide such additional information or documentation promptly upon request, failing which we shall reserve our right to reject your application for registration of the eWallet

Account (pre-registration) or suspend or terminate your eWallet Account (post-registration) in accordance with Clause 15 (Termination, Suspension and eWallet Account Closure).

Using the App

3.12 Subject to the terms and conditions of this Agreement and any rules and policies applied by the relevant app store, we grant you a limited, non-exclusive, non-transferable, royalty-free and revocable license to use the App. This license to use the App will terminate immediately when your eWallet Account is closed for any reason whatsoever.

3.13 You must not:

- (a) install or use the App on, or transfer the App to, anyone else's Device;
- (b) use the App and the Services in any unlawful manner or in contravention of any term of this Agreement;
- (c) copy, modify, distribute, sell, lease, translate, adapt, vary, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with the App (or any part thereof) or assist anyone else to do any of these things;
- (d) use the App on any illegally modified devices such as a jailbroken device, rooted device or any device that has been altered in any way whatsoever;
- (e) interfere with the access to and use of App by other users and you shall not use the App for any purpose other than conducting authorized Transactions; or
- (f) hack into, attempt to hack, or gain unauthorized access, whether directly or indirectly, into other users App and/or the Services, for any purpose whatsoever by any virus, Trojan Horse, worms, macros, malicious programs or other harmful components or deleterious programs or files.

3.14 We may make updates to the App from time to time. We will let you know when we plan to do so and for how long the App and/or any of the Services accessed through the App will be unavailable. If we have an emergency or need to do unplanned maintenance on the App, we will try to let you know as soon as possible.

3.15 You must upgrade the App when we make new versions available. If you do not (or you do not upgrade your phone's operating system to the latest version available), certain features of the App may not work as intended. We are not responsible for the performance of the App on your phone if you do not update the App or your phone's operating system to the latest version available.

4. SECURITY

4.1 You understand that the Services provided to you are financial services offered by electronic means and communications between us will be conducted through emails, SMS or other electronic means/channels we make available to you.

4.2 You also understand the risks associated with cybercrime especially while using and sharing financial data by emails and other electronic means/channels, including but not limited to phishing, hacking, and unauthorized access to accounts.

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Monty Finance S.A.L. is registered in Lebanon (Beirut CR No. 73215), with a capital of 50,000,000,000 LBP, having its head office at Gefinor Center, Clemenceau St., Hamra, Beirut, Lebanon, and is authorized by the Central Bank of Lebanon ("BDL") to operate as a financial institution (BDL List of Financial Institutions no. 23) and e-wallet service provider (BDL Decision no. 30/23/23).

4.3 You also understand and accept the risk that communications, Instructions, claims and documents sent to or from us through an electronic means may be intercepted, monitored, amended, corrupted, contain viruses or be otherwise interfered with by third parties and acknowledge and agree that we are not responsible or liable to you or any third party for, and you waive any and all claims in respect of, any losses arising from the same.

4.4 You are advised to take all necessary precautions to safeguard and protect your email, Device, Account, Login Information, Personal Information, Password, or the passwords of any other electronic means/channels used to communicate with us. Any failure to do so may cause you financial losses. Such precautions include but are not limited to the use of strong and unique passwords, regular password updates, not allowing any third party to use your Device or the App or operate it on your behalf, not sharing any Login Information, Personal Information, Password, other passwords or any information relating to your Account with any third party for any reason whatsoever.

4.5 If you receive any communication purporting to be from us but originates from an unofficial number, email address, platform, and/or website, you should protect yourself from any such phishing attempt to obtain your personal and Account information, such as your Login Information, Personal Information, Password, and other Account details, by any such entity disguising as us in such unofficial communication. You will also remain vigilant against other cyberattacks that may appear to make unauthorized use of our logo and/or tradename.

4.6 You understand that we do not need to ask you for your Login Information and/or Password and you will not disclose them to anyone else or to us, including to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the Services even if you are asked to do so.

4.7 You will, at all times, be responsible for all Transactions and/or Instruction(s) transmitted via the App using your Login Information saved on your Device regardless of whether they were made by you or someone purporting to be you and you hereby agree and acknowledge that we are entitled to rely on and treat any Transaction(s) and/or Instruction(s) made, submitted or effected pursuant to the use and entry of your Login Information as having been made, submitted and effected by you.

4.8 All Transaction(s) performed by you or Instruction(s) transmitted to and/or received by us through your Login Information are deemed as genuine Transaction(s) and/or Instruction(s) made by you. For the avoidance of doubt, we are under no obligation to verify the said Transaction(s) and/or Instructions with you to determine its authenticity but may do so, at our sole and absolute discretion.

4.9 Any Instruction(s) transmitted to and/or received by us from you which requires any amendments and/or variations to your Personal Information (where allowed) shall be deemed consent for us to make the relevant amendments and/or variations.

4.10 We reserve the right to suspend and/or revoke the use of your Login Information at anytime without notice to you. We shall not, however, be required to provide you with any reason for such suspension or revocation.

4.11 If you suspect any compromise to your Password, Login Information, Personal Information, passwords of any other electronic means/channels used for our communication together, any unauthorized or unusual activity on your Device, App or in relation to your eWallet Account, any suspicious emails or communications, phishing attempts, malware or virus detection, or Device loss or theft, you should immediately report any such concerns to us in order to freeze and/or disable your eWallet Account and/or take any other appropriate action.

4.12 You will be and remain liable to us for any Transaction performed on the App before we receive your written or verbal notification of the loss and/or theft of your Devices.

4.13 You will regularly monitor your eWallet Account for any unauthorized Transactions or suspicious activities and to promptly report to us any unauthorized Transactions or if you were likely to be victim of any suspicious activity including but not limited to hacking, identity theft, online fraud, phishing, spreading malware, and other malicious activities.

4.14 You agree that we shall not be responsible or liable for any losses which you may suffer, whether directly or indirectly, as a result of your negligence or failure to take all necessary precautions or actions (including but not limited to the precautions and actions described under this Clause 4) to keep your eWallet Account safe.

5. THE SERVICES

5.1 eWallet Account

(a) The eWallet Account may be used to perform any of the below Transactions:

- (i) Top-Up (add money to) your eWallet Account by any accepted credit, debit or payment cards regardless of the card's currency or with cash at any of our Appointed Agent(s) locations in Lebanon;
- (ii) withdraw cash from your eWallet Account at any of our Appointed Agent(s) locations in Lebanon;
- (iii) send money to another MyMonty eWallet Account holder;
- (iv) receive money from another MyMonty eWallet Account holder;
- (v) pay to selected Merchant(s) (either directly or through intermediaries/aggregators) online (on the App or Merchant's website when available) or at Merchants' POS by scanning QR Codes;
- (vi) any other services as may be provided through the eWallet Account from time to time.

(b) You must ensure that there are sufficient funds in your eWallet Account to conduct your Transactions. We may, at our absolute discretion, without needing to give any reason(s), be entitled to refuse to act on any of your Instruction(s) without incurring any liability to you whatsoever, including but not limited to, any of the following instances:

- (i) the funds in your eWallet Account are insufficient to effect, perform or process that Instruction(s); and
- (ii) you have exceeded any of the Transaction Limits or any applicable limit(s) imposed by us as provided for in Clause 6.

(c) You can Top-Up, transfer, pay, receive, or withdraw funds from your eWallet Account in: (i) USD and (ii) LBP.

(d) We cannot proceed with any Top-Up, payment or withdrawal which is not in the same currency denomination as the eWallet Account.

(e) You have the right to refuse any receipt of funds sent to your eWallet Account by any person and to completely block such person.

(f) From time to time, we can at our sole discretion add to or remove from the list of Merchants or any of the existing Services relating to the eWallet Account. Merchants may, at their discretion, refuse to accept the eWallet Account as a method of payment. You should always check with the Merchant that it will accept the eWallet Account before purchasing any goods or services.

5.2 We may, at our sole and absolute discretion, provide you from time to time, with new services and products that will be governed by this Agreement and any specific terms and conditions of the new services and products.

6. TRANSACTIONS LIMITS

6.1 You understand that the CBL regulations impose:

- (a) limits to the amount of your Available Balance; and
- (b) daily and monthly limits on some or all the Transactions authorized through your eWallet Account.

6.2 Such limits (“**Transaction Limits**”) are set out in the separate [Limits Section](#).

6.3 We may, at our sole and absolute discretion, amend, vary and change the Transaction Limits or any other limits in respect of the eWallet Account.

7. TRANSACTION NOTIFICATION AND RECORDS

7.1 Upon performance of any Transaction via the App, we will immediately notify you with its details through the App and/or by SMS sent to your mobile number.

7.2 If we credit your Account by mistake, we will take out the same amount without asking for your permission, but will let you know what has happened.

7.3 All Transaction Records authenticated through your eWallet Account shall be binding and conclusive evidence of your Transaction(s). Any Instruction(s), action(s), information, and/or confirmation sent from your Device(s) through your eWallet Account shall be deemed to have been issued by you notwithstanding that such Instruction(s), action(s), information, and/or confirmation may have been issued by a third party, whether authorized or otherwise. We shall deem that the Transaction(s) conducted shall be valid and binding upon you. We shall not entertain any request to reverse any authorized and authenticated Transaction(s).

7.4 You may view your Transaction Records up to the previous thirty (30) days via the App. You are advised to regularly log in to your eWallet Account to review your Transaction Records and to ensure that there have not been any unauthorized/fraudulent/suspicious Transaction(s). You shall check and verify all Transactions including but not limited to, the amount of the Transaction, description of the Transaction, and sender or recipient information, as the case may be.

7.5 Subject always to requirements stated in Clause 17 (inclusive of any amendments and variations thereof to be made from time to time), you agree and acknowledge that we shall be entitled to store, process, audit, review, transmit, analyze, share and disclose all Transaction Records authorized and authenticated by you through your eWallet Account, in such manner deemed appropriate by us.

8. FEES, CHARGES AND COMMISSIONS

8.1 You agree to pay the fees, charges and commissions associated with the Services and the Transactions, as outlined in the separate [Fees and Charges Section](#) which constitutes an integral part of this Agreement.

8.2 We reserve the right to amend such fees, charges and commissions at any time at our sole discretion.

9. STATEMENT OF ACCOUNTS AND DISPUTE OF TRANSACTION(S)

9.1 You shall have the right to request through the App an electronic statement of account showing your eWallet Account activity.

9.2 We will issue and provide you through the App or by email with electronic periodic statements of accounts at the end of each calendar half-year, thereby clearing the claims accrued by both parties during this period. A periodic statement of account will include any fees, charges, commissions incurred during the period and the balance of the account. You should review such periodic statements of account carefully and advise us immediately of any errors you identify. The periodic statement of account shall be considered correct and accepted by you unless you notify us in accordance with the notice provisions outlined at clause 26.3 of your objection within 15 days as from the electronic statement of account date.

10. THIRD PARTY SERVICES, PRODUCTS AND/OR CONTENT

10.1 You agree that we do not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties (including but not limited to Merchants) and made available to you through or by using our App. If you purchase, use or access any such products, content, services, advertisements, offers, or information through or by using our App, you agree that you do so at your own risk and that we will have no liability in relation to such purchase, use or access.

10.2 The App and any of the Services may be linked to or from third party websites for your convenience only. We do not exercise any control over the mentioned websites. While using the third-party's websites you will be governed by their terms and conditions, cookies policy, data collection policy and privacy policy.

11. TRANSACTIONS WITH THIRD PARTIES

11.1 You understand that our App and Services allow you to purchase goods, products, and services from Merchants and send money to other MyMonty eWallet Account holders.

11.2 You also understand that we act solely as a payment service provider and we are neither a vendor, nor a purchaser, agent, representative, middleperson, distributor, broker, manufacturer, dealer, another merchant or otherwise a party to any payment transaction between you and a Merchant or another MyMonty eWallet Account holder.

11.3 When purchasing any goods, products or services from a Merchant or sending money to another MyMonty eWallet Account holder through or by using our App you acknowledge and agree that:

- (a) We have no responsibility or liability in relation to any Merchant and its goods, products or services;
- (b) We do not endorse, verify or make any guaranties, warranties or representations in relation to a Merchant and any goods, products, services or delivery level commitment they offer. Your purchase or use of any such goods, products or services is at your own risk;
- (c) You will undertake adequate due diligence prior to making a payment to any Merchant or sending money to any other MyMonty eWallet Account holder;
- (d) We make no warranties and/or representations whatsoever in respect of the goods, products or services being the subject matter of payment transactions between you and a Merchant including, but not limited to, the quality, merchantability, safety or legality thereof.
- (e) The purchase of any goods, products or services shall at all times be between you and the Merchant. In no event shall we be a party in any resulting dispute over any aspect thereof, including, but not limited to, issues relating to merchantability, fitness for use, quality, quantity, or delivery.
- (f) when sending money to another MyMonty eWallet holder, the transaction shall at all times be between you and such other MyMonty eWallet holder. In no event shall we be a party in any resulting dispute over any aspect thereof, including, but not limited to, issues relating to your relationship with such other MyMonty eWallet holder or erroneous payments.
- (g) All payment transactions between you and a Merchant or another MyMonty eWallet Account holder are non-refundable to you by us and are non-reversible by you through our App.
- (h) In the event that a Merchant or another MyMonty eWallet Account holder requests the reversal for a payment transaction you made, we reserve the right to reverse the payment transaction amount.
- (i) It shall be your responsibility to resolve directly with the Merchant, any claims or complaints you may have in respect of any purchase of goods, products or services and we shall not in any way be involved and responsible.
- (j) you release us, and our agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute with a Merchant or another MyMonty eWallet Account holder. You agree that you will not involve us in any litigation or other dispute arising out of or related to any payment transaction, agreement, or arrangement with any Merchant or other MyMonty

eWallet Account holder in connection with the our App and Services. If you attempt to do so, you shall pay all our costs and attorneys' fees.

12. SERVICE PROVIDED "AS IS" AND RELEASE OF CLAIMS

12.1 Our App and Services are provided "as is" and "as available." To the maximum extent permitted by applicable law, we disclaim all representations and warranties, express, implied, or statutory, including but not limited to the implied warranties of merchantability and non-infringement. In addition, we make no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability, or availability of the App or Services, or products bought through the use of the Services or the App, or that the Services or App will be uninterrupted or error-free. You agree that the entire risk arising out of your use of the App, the Services or any products or services bought by you through or by using the App, remains solely with you.

13. LIMITATION OF LIABILITY

13.1 In no event shall we (including our Affiliates, and each of our and their respective officers, directors, employees, agents, shareholders, partners, licensors, and suppliers) be liable or responsible to you for any:

- (a) loss of profits, loss of revenue or data, incidental, punitive, consequential, or indirect damages incurred by you, for any reason whatsoever, that arise out of or in connection with the App, our Services or this Agreement, even if we or our agents or representatives know or have been advised of the possibility of such damages; or
- (b) damage or loss incurred by you, even if we or our agents or representatives know or have been advised of the possibility of such damages, arising out of one or more of the following events:
 - (i) any malfunction, defect in and/or any breakdown, disruption or failure of any telecommunications, Device, terminal, server or system whether or not owned, operated or maintained by you, including but not limited to the failure of any such equipment or system to accept, authorize or process your Login Information or Instruction(s);
 - (ii) any malfunction, breakdown, disruption, inaccessibility and/or unavailability of the App or the Services (or any part thereof) arising beyond our control;
 - (iii) any failure or delay caused by your internet connection, internet browser or other software, computer virus or related problems;
 - (iv) corruption, destruction, alteration, loss of or error in your Instruction(s) or any data or information in the course of transmission through the App;
 - (v) any intrusion, interference or attack by any person, virus, Trojan Horse, worms, macros, malicious programs or other harmful components or deleterious programs or files;
 - (vi) any loss, theft or unauthorized use of your Login Information;
 - (vii) any remote interception as a result of a malicious program stored in any telecommunications, or Device whether or not owned, operated or maintained by you;
 - (viii) any access and/or use of the App by any person other than you, whether remotely performed or otherwise;
 - (ix) any prohibition, suspension, delay or restriction of your access to the App due to the laws and regulations of any country from which you access the App;
 - (x) any inaccuracy or incompleteness of information, data or Instruction(s) given by you;

- (xi) your failure, neglect or omission to maintain sufficient funds in the Account to perform any of your Instructions;
- (xii) your inability to perform any Transaction(s) due to limits whatsoever set by us from time to time;
- (xiii) your breach of, or failure, neglect or omission to act in accordance with, the terms and conditions of this Agreement and any other rules, regulations, policies and guidelines in force;
- (xiv) any delay and/or inability to notify us to disable your App on a lost or stolen or compromised Device;
- (xv) failure or breach by us that is not due to gross negligence or fraud on our part; or
- (xvi) any loss(es) or damages which is/are caused to you by third parties.

14. INDEMNITY

14.1 You agree to defend, indemnify, hold harmless and keep us, our officers, directors, employees, agents and affiliates (each, an **"Indemnified Party"**) fully indemnified from any loss, damage, demands, actions, proceedings, liability or expense, including legal costs, arising from any claims (including third party claims) that may be incurred by an Indemnified Party arising out of, relating to or resulting from your breach or non-observance of the terms and conditions of this Agreement, Other Terms and/or any applicable laws and/or the unauthorized use of the eWallet Account and Services.

14.2 You shall provide us with notice of such claims, full authority to defend, compromise or settle such claims, and reasonable assistance necessary to defend such claims, at your sole expense.

15. TERMINATION, SUSPENSION AND eWALLET ACCOUNT CLOSURE

15.1 Termination, suspension and eWallet Account closure by us. We shall be entitled to immediately suspend or terminate your use of the App and/or any of the Services (or any part thereof, including any benefits under the Services) and your access to the App and/or any of the Services, with or without any notice to you without any reasons or in any of the following events:

- (a) if you are in breach or we have reasonable grounds to believe that you have breached any of the provisions of this Agreement and/or any other document referred to in this Agreement;
- (b) if we suspect any fraudulent or suspicious activity, money laundering, terrorism financing or other criminal and/or illegal activity on the App;
- (c) if you are or we have a reason to believe that you are in violation of any applicable law or regulation;
- (d) if we believe that your App has been compromised or for other security reasons;
- (e) if you have submitted false documents or have declared false information during or after your application for the App and any of the Services;
- (f) if you have acted in bad faith or with malicious intent;
- (g) if your name is listed under any regulatory watchlist (including but not limited to listing related to money laundering, terrorism and terrorism financing or any other regulatory authority);
- (h) if you fail to provide any additional information which we may request from you from time to time; and/or
- (i) if our license granted by the CBL has been withdrawn for any reason whatsoever.

15.2 Termination, suspension and eWallet Account closure by you.

- (a) You may, at any time, close your eWallet Account provided that the conditions for such closure are fulfilled.
- (b) You can submit the request via the App.
- (c) If there are any outstanding fees, charges and commissions, you won't be able to close your eWallet Account until you have settled all such outstanding amounts.

15.3 Effects of termination and closure of eWallet Account.

- (a) If you have any Available Balance in your eWallet Account upon termination by you or us, you can either withdraw it at any Appointed Agent. If you do not have any Available Balance in your eWallet Account, the Services shall be deemed to be terminated immediately upon notice of the termination from you to us or vice versa. We shall not be liable for any losses or damages suffered by you due to any incorrect information provided by you.
- (b) You agree and acknowledge that termination does not affect your liability or obligation in respect of any Transactions and/or Instruction(s) transmitted to and received by us prior to such termination that have been processed or are being processed by us.
- (c) Any rights and obligations under this Agreement which by their term and sense would survive the termination thereof in any way shall continue to be in full force and effect thereafter.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 All Intellectual Property Rights associated with, included in, or vested in the App and any of the Services are owned by us respectively, unless otherwise explicitly indicated in this Agreement.

16.2 No part or parts of the App and any of the Services may be reproduced, copied, reverse engineered, exploited, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without our prior written permission.

16.3 Nothing in the Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Intellectual Property rights displayed on or through the App, without any prior written permission from us.

17. DATA PROTECTION

17.1 You hereby acknowledge that we need to collect Personal Information about you to provide you with the Services under the Agreement. For more information about how we use your personal information, see our [Data Protection Policy](#).

17.2 By entering into the Agreement, you acknowledge that we will gather, process and store your Personal Information for the purpose of providing our Services to you. This doesn't affect any rights and obligations you or we have under any applicable data protection law.

18. BANKING SECRECY

18.1 We shall ensure the secrecy of any data related to you, our relationship with you and your transactions with us, in accordance with the banking secrecy law of 3 September 1956, as amended.

18.2 Notwithstanding the above, you hereby expressly and irrevocably exempt us from the banking secrecy obligations toward any Third Party Providers, Merchants, Appointed Agents, or any other third parties with which we enter or might enter into an agreement in connection with the performance of this Agreement, including companies through which the electronic operations means pass, and those that transfer information to enable us to perform provide our Services to you.

19. AMENDMENT OF THIS AGREEMENT

19.1 We hereby reserve the right at our absolute discretion from time to time, to change, modify, delete, amend, add or vary the terms and conditions stated herein (including but not limited to our limits, fees, charges and commissions) at any time with immediate effect and without prior notice by posting the new terms and conditions on our Website or App.

19.2 We also reserve the right, at any time and without notice, to suspend or permanently discontinue all or any part of the App and any of the Services, and to restrict or prohibit access to it.

20. FORCE MAJEURE

20.1 For the purposes of this Agreement, the term “**Force Majeure Event**” shall mean any foreseeable or unforeseeable event, cause or circumstance which is either unavoidable or beyond our control, including but not limited to acts of God, war (whether declared or not), terrorist action, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, flood, cyclone, earthquake, landslide, explosion, power shortage, failure of a transmission or communication network, epidemic, quarantine, strike or other labor difficulty or expropriation, restriction, prohibition, law, regulation, decree or other legally enforceable order of any government or public authority, change of International law or regulation, breakdown, failure, defective performance or malfunction of any telecommunications or other equipment or systems, or any third party failure, act or omission.

20.2 In the case of a Force Majeure Event, we will not be held liable for any delay or failure to perform any of our obligations under this Agreement.

21. SET OFF

21.1 We may at our sole and absolute discretion at any time and without notice to you apply any sum standing to the credit of your eWallet Account in or towards the discharge of any of the liabilities or payments due to us (whether such obligations are actual or contingent, primary or collateral and joint or several).

22. SEVERABILITY

22.1 Any part of this Agreement herein that is invalid, unenforceable, or illegal shall be enforced as near as possible in accordance with its terms but shall otherwise be deemed severed and shall not affect the enforceability of any other part of this Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

23. WAIVER

23.1 Any failure on our part to exercise any particular right or provision of this Agreement shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

24. ASSIGNMENT

24.1 We may transfer, assign and/or novate any of our rights and/or obligations (in whole or in part) in relation to the Account or Services to any third party at any time without obtaining your consent. You agree to sign or enter into any agreement or acknowledgment we require to give effect to any such transfer, assignment or novation.

24.2 You shall not assign, transfer or encumber any or all of your rights or obligations under this Agreement.

25. ELECTRONIC SIGNATURE

25.1 You hereby acknowledge and agree that your electronic signature, as applied to this Agreement and any additional terms and condition or any other document, is legally binding and enforceable.

25.2 By electronically signing this Agreement, you confirm that you have fully read, understood, and agreed to be bound by its terms and conditions.

26. NOTICES

26.1 We may notify you by any of the following means: (a) email; (b) our App; (c) SMS; or (d) Post or Courier.

26.2 Any notices shall be deemed to have been served as follows: (a) **Email** will be deemed received by you on the same day of sending; (b) **App** will be deemed received by you on the same day of posting; (c) **SMS** will be deemed received the same day of sending; (d) **Post or Courier** will be deemed received on the third Business Day after sending.

26.3 You must send us any notice in writing: (a) to our email legalnotices@montyfinance.com; or (b) by regular mail addressed to our legal department at Gefinor Center, Block E, Clemenceau St., Hamra, Beirut, Lebanon. Any notification to us will only be deemed to be given when actually received by us.

27. RECORDING TELEPHONE CALLS

27.1 Any telephone calls made by or to us may be recorded and logged by us in order to avoid possible misunderstandings, for quality control or training purposes.

28. COMPLAINTS

28.1 If you have any complaint about us or our Services, you can place the complaint through the following channels:

- (a) Personally in the complaints box at our head office at Gefinor Center, Block E, Clemenceau St., Hamra, Beirut, Lebanon;
- (b) By regular mail addressed to our customer protection unit at Gefinor Center, Block E, Clemenceau St., Hamra, Beirut, Lebanon;
- (c) By email to: complaints@montyfinance.com;
- (d) By phone on: +961 1 734 020;
- (e) Through the App; or
- (f) Through our Website.

28.2 The complaint is transferred immediately to the customer protection unit at our Head Office without any interference from any concerned entity staff.

28.3 The customer protection unit acts immediately upon receipt of the complaint by reviewing and settling the complaint within 15 days at most from its submission. We shall have the right to renew such 15 days period for one time only in exceptional circumstances, subject to a notice sent to you.

29. Contacting our Customer Services

29.1 If you need any help or have any question about your eWallet Account or any services provided under this Agreement, you can contact our Customer Services through the following channels:

- (a) Email: support@montyfinance.com;
- (b) secure message through the App;
- (c) filling the form in the 'Contact Us' section on our Website;
- (d) WhatsApp on +961 71 871 871;
- (e) www.instagram.com/mymonty_lb;
- (f) www.facebook.com/MyMontyLB;
- (g) www.tiktok.com/@mymonty_lb;

- (h) phone on [+961 1 734 020](tel:+9611734020); or
- (i) any other channel(s) that we make available to you from time to time.

29.2 If you'd like more information, you might also find it helpful to read our [FAQs](#) Section in the App or on our Website but these FAQs don't form part of our Agreement with you.

30. GOVERNING LAW AND JURISDICTION

30.1 This Agreement shall be governed by and construed in accordance with the laws of the Lebanese Republic.

30.2 You hereby agree that the Courts of Beirut, Lebanon shall have exclusive jurisdiction to settle all claims and disputes relating to or arising from this Agreement, including but not limited to any question regarding its existence, validity or termination.