

**PLEASE READ THESE WEBSITE TERMS AND CONDITIONS TOGETHER WITH OUR DATA PROTECTION POLICY AND COOKIES POLICY CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION OR SERVICES FROM OUR WEBSITE.**

## **WEBSITE TERMS AND CONDITIONS**

(Version 1.1 – 6 Aug 2024)

### **1. INFORMATION ABOUT US**

These Website terms and conditions (“**T&Cs**”) tell you the rules for using our website [www.mymonty.com.lb](http://www.mymonty.com.lb) (“**Website**”).

Our Website is operated in Lebanon by Monty Finance SAL (“**We**”, “**Us**” or “**Our**”). We are a company registered in Lebanon (Beirut CR No. 73215), and our office is located at Gefinor Center, Clemenceau St., Hamra, Beirut, Lebanon. We are authorized by the Central Bank of Lebanon (“**BDL**”) to operate as a financial institution (BDL’s List of Financial Institutions no. 23) and electronic wallet service provider (BDL’s Decision no. 30/23/23).

To contact Us, in particular if You have any questions about these T&Cs, please go to the 'Contact Us' section in this Website.

### **2. SCOPE**

These T&Cs together with Our [Data Protection Policy](#) and [Cookies Policy](#) (together, “**Policies**”) govern the use of Our Website (and any section thereof) and the agreement that operates between You, the individual accessing or Using Our Website, or the company, or other legal entity on behalf of which such individual is accessing or Using Our Website, as applicable (“**You**” or “**Your**”) and Us, with respect to the access and use of Our Website.

Any products or services mentioned on Our Website and provided through our mobile application ‘MyMonty’ are subject to, and governed by, their own separate terms and conditions and contracts and Your eligibility for such products and services is subject to final determination and acceptance by Us. These T&Cs do not override any such products and services terms and conditions and contracts.

Our Website is not intended for use by any person in any country where its access, distribution or use would be contrary to local law or regulation. Likewise, none of the products or services referred to in Our Website are available to persons resident in such countries and should not be construed as an offer of products or services or an invitation directed to such persons or to persons in any sanctions list. It is Your responsibility to avail Yourself of such restrictions and comply with them.

Our Website is made available to You for Your own personal use (unless otherwise expressly indicated).

### **3. AGREEMENT TO T&Cs**

By accessing and using Our Website, You agree to be bound by these T&Cs and the Policies. If You disagree, then You may not access or Use Our Website.

You are also responsible for ensuring that all persons who access Our Website through Your internet connection are aware of these T&Cs and the Policies, and that they comply with them.

By using this Website, You represent that You are at least the age of majority in Your country, state or province of residence, or that You are the age of majority in Your country, state or province of residence and You have given Us Your consent to allow any of Your minor dependents to use this Website.

#### **4. CHANGES TO THESE T&Cs**

We reserve the right, at Our sole discretion, to modify or replace these T&Cs at any time. If a revision is major, We will try to give You reasonable notice prior to any new T&Cs taking effect. What constitutes a major change will be determined at Our sole discretion.

By continuing to access and use Our Website after those revisions become effective, You agree to be bound by the revised T&Cs. If You do not agree to the new T&Cs, in whole or in part, please stop using Our Website.

#### **5. CHANGES TO OUR WEBSITE**

We reserve the right, at Our sole discretion, to modify, update or change the content of Our Website at any time to reflect changes to Our products, services, users' needs or business priorities. We will try to give You reasonable notice of any major changes.

We may also suspend, withdraw or restrict access to all or any part of Our Website for business and operational reasons. We will try to give You reasonable notice of any suspension or withdrawal.

#### **6. COPYRIGHT**

All contents on Our Website are protected by copyright. Except as specifically permitted herein, no portion of the information on Our Website may be reproduced in any form, or by any means, without prior written permission from Us. Visitors or users are not permitted to modify, distribute, publish, transmit or create derivative works of any material found on Our Website for any public or commercial purposes.

#### **7. TRADEMARKS**

The trademarks, logos and service marks ("**Marks**") displayed on Our Website are Our property or other third parties. You are not permitted to Use these Marks without Our prior written consent or the third party that may own the Marks.

## **8. SUBMISSIONS**

All information and feedback submitted via this Website (other than personal information) shall be deemed and remain Our property, which we shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information which a visitor to this Website provides through this Website. We are not subject to any obligations of confidentiality regarding submitted information except as agreed by us or as otherwise specifically agreed or required by law.

## **9. DISCLOSURE; FORWARD-LOOKING STATEMENTS**

Some of the information on Our Website may contain projections or other forward-looking statements regarding future events or the future financial performance of Our company. We wish to caution You that these statements are only predictions and those actual events or results may differ materially.

## **10. THIRD PARTY SERVICES OR PRODUCTS ON OUR WEBSITE**

Our Website may contain products and services of third parties and information related thereto. We are not responsible for such third party products and services and related information. The availability of such products and services on or through Our Website does not constitute neither an endorsement nor a recommendation. Information related to any such products or services on Our Website is for information purposes only and constitutes neither an endorsement nor a recommendation. The use or purchase of such third party products and services on or through Our Website or services is at your own risk.

## **11. LINKS TO THIRD PARTY SITES**

Our Website may contain certain internet addresses, links and or hyperlinks to non-affiliated sites that are not operated or monitored by Us. They are provided solely for your convenience. In addition, sites operated by other parties may link to Our Website. We are not responsible for the content of any third party sites. You should read the terms of use and privacy policies which are applicable to such third party sites.

Use of hyperlinks to or from other such internet resources is at your own risk; the content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by us.

## **12. NO OFFER OR ADVICE**

None of the information on Our Website is intended to be nor should it be understood as an offer to enter into a contractual relationship with You including but not limited to an offer to buy or sell any financial products or services.

None of the information on Our Website amounts to financial advice or a personal recommendation relating to any financial products or services.

### **13. DATA PROTECTION**

Use by Us of any personal data which You submit via Our Website is described on and subject to our [Data Protection Policy](#).

### **14. COOKIES**

Our [Cookies Policy](#) describes how We use cookies. When you first visit Our Website You will be presented with a banner in which You can indicate Your consent or acceptance or selection of certain categories of cookies or continue with Our recommended cookies.

### **15. DISCLAIMER AND LIMITATION OF LIABILITY**

THIS WEBSITE (INCLUDING ALL CONTENT, INFORMATION, FUNCTIONALITY, AND MATERIALS), ARE OFFERED BY US ON AN "AS IS," "AS AVAILABLE," "WHERE IS," AND "WHERE AVAILABLE" BASIS. WE DO NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY CONTENT, INFORMATION, FUNCTIONALITY AND MATERIALS AND WE EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS. WE DO NOT GIVE ANY WARRANTY OF ANY KIND—WHETHER EXPRESS, IMPLIED, OR STATUTORY—INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR FREEDOM FROM COMPUTER VIRUS. THIS DOES NOT AFFECT THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE T&Cs. YOU ACKNOWLEDGE THAT NEITHER WE, NOR ANY OF OUR EMPLOYEES, AGENTS, THIRD PARTY PROVIDERS, OR LICENSORS WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR WEBSITE, OR AS TO THE TIMELINESS, SEQUENCE, ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENT OF ANY INFORMATION, SERVICE, OR PRODUCT PROVIDED THROUGH THE WEBSITE.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY LOSS OF ANY KIND, INCLUDING LOSS ASSOCIATED WITH ANY COMPUTER VIRUSES WHICH MAY INFECT YOUR COMPUTER SYSTEM OR MOBILE DEVICE, PROPERTY DAMAGE, AND BODILY INJURY, WHETHER CAUSED BY ACCESS TO OR USE OF OUR WEBSITE. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL WE BE RESPONSIBLE TO YOU OR ANY THIRD PARTY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LOST PROFITS, ECONOMIC, OR OTHER DAMAGES ARISING IN ANY WAY OUT OF THE ACCESS OR USE (OR INABILITY TO ACCESS OR USE) OUR WEBSITE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

### **16. INDEMNITY**

If You breach these T&Cs You will be held fully responsible for any loss suffered by Us as a result of such breach and will be held accountable for all profits made from breaching these terms.

You agree to indemnify Us and undertake to keep Us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Us to a third party in settlement of a claim or dispute on the advice of Our legal advisers) incurred or suffered by Us arising out of any breach by You of any provision of these T&Cs.

#### **17. NO WAIVER**

No failure or delay by Us to exercise any right or remedy provided in these T&Cs or by law shall constitute a waiver by Us of that or any other right or remedy, nor shall it prevent or restrict the further exercise by Us of that or any other right or remedy.

#### **18. SEVERANCE**

If any provision of these T&Cs shall be found by any court to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of these T&Cs which shall remain in full force and effect.

#### **19. EXCLUSION OF THIRD PARTY RIGHTS**

These T&Cs are for the benefit of You and Us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of Our and Your rights in relation to these T&Cs is not subject to the consent of any third party.

#### **20. ENTIRE AGREEMENT**

These T&Cs constitute the entire agreement between You and Us in relation to Your access and use of Our Website, and supersede all previous agreements in respect of Your access and use of Our Website.

#### **21. GOVERNING LAW AND JURISDICTION**

Your access and use of Our Website and these T&Cs shall be governed by and construed in accordance with the laws of the Lebanese Republic. Any dispute, claim or matter arising out of, or relating to, Your access and use of Our Website and these T&Cs shall be subject to the exclusive jurisdiction of the courts of Beirut, Lebanon.