

## PREPAID MASTERCARD TERMS

(V.1.0 – 30 September 2025)

These MyMonty Prepaid MasterCard Terms (the “**Agreement**”) set forth the terms and conditions that apply to the MyMonty Prepaid MasterCard physical card (“**Card**”). By requesting the issuance of, or by using any Card, you accept and agree to comply with this Agreement. If you do not agree, you must not request the issuance of or use any Card.

### 1. Definitions

**1.1** In addition to capitalized terms defined elsewhere in this Agreement, the capitalized terms defined in this Clause 1 shall have the following meaning:

“**App**” or “**MyMonty App**” means the mobile application of Monty Finance SAL;

“**ATM**” means automated teller machine;

“**Authentication Method**” means the PIN, OTP, 3D Secure or any other authentication method that may be required to carry out a Transaction;

“**Available Balance**” means the funds available for use on a Card, net of any fee and commission applied by us;

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

“**Cardholder**” means you, a Supplementary Cardholder and/or a Youth User (as defined below), as the case may be;

“**Card Number**” means the unique sixteen-digit number appearing on the Card;

“**Card Tier**” means the Card tier available under this Agreement, which may be Standard, Gold, Platinum, or World Elite, each with its own features and benefits, as well as any other tier we may offer in the future, which will be subject to this Agreement unless we establish separate terms for them;

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

“**eWallet Account**” means the eWallet account opened under your name with Monty Finance SAL;

“**Fees and Charges**” means amounts payable by you arising from issuance and usage of a Card under this Agreement as set out in the [Fees and Charges Section](#);

**“Identification Checks”** means checks carried out by us in order to obtain, verify and record information and documents that identifies each person who applies to the Card and/or uses the Card. The activation of a Card is subject to the successful completion of these checks;

**“Issuer”** means Fransabank SAL;

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

**“Load”** means to add money to the Card, and **“Loaded”** and **“Loading”** will be construed accordingly;

**“Merchant”** means any establishment, corporate entity, person or other virtual establishment, supplying goods and/or services, which accepts/honours the Card as a payment method;

**“OTP”** means a one-time password sent to the mobile number or email address, as per the case may be, to provide a second layer of protection when authorizing a Transaction. The OTP has a preset time after which it expires;

**“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 application and usage of the Card, 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, Transactions details and any other information which you consent 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;

**“PIN”** means a unique personal identification number allocated to each Card;

**“POS Terminal”** or **“POS”** means the physical or electronic location at which Transactions can be performed;

**“Purchases”** means the Transactions made for goods and services conducted online or through POS;

**“Replacement Card”** means a substitute Card which may be issued in the event of loss/theft of a Card or damage to a Card, subject to a fee;

**“Transaction”** means transactions made by using the Card, whether with or without use of the use of any Authentication Method and regardless of whether any slip or other voucher was signed by the Cardholder and includes the amount charged (or otherwise debited to the Card) by us or a Merchant for any goods, service or benefit (whether or not such service was utilised by the Cardholder) obtained by the use of the Card, or any Authentication Method or in any other manner;

**“we”, “us”, “our”** means Monty Finance SAL, the Issuer and any third-party provider or agent acting on our behalf;

**“Website”** means our website [www.mymonty.com.lb](http://www.mymonty.com.lb); and

**“you”, “your”** means the principal cardholder to whom a Card has been issued and at whose request a Supplementary Card (as defined below) and/or Youth Card (as defined below) has been or may be issued.

## **2. The Card**

**2.1** The Card is a physical prepaid card that allows access to funds Loaded to the Card. The Card is not a credit nor a debit card. The Card is not a gift card, nor is it intended for gifting purposes. You will not receive any interest on funds Loaded to the Card. The Card is personal, not assignable nor transferable and it may be cancelled, repossessed, or revoked by us at any time without prior notice, subject to applicable law.

**2.2** The Card remains our property. You undertake, upon the first request made by us, to stop immediately the utilization of the Card, to return it in the shortest possible time and to pay any outstanding balance thereunder. If after such request, you continue to use the Card, you may be subject to criminal proceedings.

**2.3** You are wholly responsible for the use of each Card issued upon your request under this Agreement.

## **3. Offers and Rewards**

**3.1** Cashback Rewards. We may offer cashback rewards on certain Card programs. You can find which Cards include such rewards on our Website or App and in the relevant Card’s KFS. When a Card offers a cashback reward, you will earn such reward in the Card’s currency on the Purchases you make with the Card. For the avoidance of doubt, you will not earn any cashback on cash withdrawals via ATMs. To check and redeem a cashback balance you need to contact the customer support by WhatsApp on the following number + 961 71 871 871. You can redeem your cashback rewards during your Card’s validity. Once redeemed, your cashback rewards will be added to your Card’s Available Balance. In case the Card is canceled for any reason, any unredeemed cashback rewards associated with the Card will be forfeited. If the Card expires, you may request within two months to have the unredeemed cashback balance transferred to: (a) the renewed Card, if it has been renewed, or (b) your eWallet Account. If no request is made within the two-month period, any unredeemed cashback associated with the Card will be forfeited. If any goods or services are returned or any Purchases are canceled, the cashback earned from those Purchases will be deducted from the total cashback balance.

**3.2** Other Offers and Rewards. Other offers and rewards may be provided from time to time by us or our third-party merchant partners when you use your Card for purchases. Your eligibility to receive such offers and rewards are subject to additional terms and conditions when offered.

## **4. Applying for a Principal Card**

**4.1** You can apply for a principal Card through the App by filling in the Card application form and providing us with the requested information and documents.

**4.2** You are entitled to have one (1) active principal Card for each Card Tier at any time.

**4.3** You are eligible to request a principal Card provided that you fulfill the following requirements:

- (a) you are a Lebanese citizen or a resident of Lebanon;
- (b) you are eighteen (18) years and above at the time of registration; and
- (c) you are holder of a Lebanese ID, a valid Lebanese passport, or a valid Lebanese residence permit.

**4.4** We shall carry out Identification Checks before we issue a principal Card to you.

**4.5** Even if you have successfully met the eligibility criteria and passed our Identification Checks, we reserve the right to accept or refuse to issue a Card for you at our sole discretion. We shall not be held liable for refusing to issue a Card to you.

**4.6** By applying for a Card, you acknowledge that you have read and understood the content of the KFS related to that Card available on our Website or App.

## **5. Supplementary Cards**

**5.1** You may request, through the App, the issuance of supplementary cards (each, a “**Supplementary Card**”) to individuals of your choice (each, a “**Supplementary Cardholder**”); provided, however, that no Supplementary Cardholder may have more than one (1) Supplementary Card at any one time.

**5.2** Each Card Tier allows you to request the issuance of up to three (3) Supplementary Cards.

**5.3** A Supplementary Cardholder must not already have an eWallet Account with us and may not open an eWallet Account with us while their Supplementary Card remains active.

**5.4** The Supplementary Cards have a separate balance from other Cards, and as such, Transactions performed on a Supplementary Card will be deducted exclusively from the balance of that Supplementary Card. These Transactions will not affect the balance of any other Card or your eWallet Account.

**5.5** Unless otherwise provided herein, the issuance and use of the Supplementary Card(s) by the Supplementary Cardholder(s) are subject to the same terms and conditions applicable to you and your principal Card.

**5.6** You are fully responsible for the use of any Supplementary Card and for all transactions made with it by the Supplementary Cardholder. You are also jointly and severally liable with the Supplementary Cardholder for such use and transactions.

## **6. Youth Cards**

**6.1** You may request, through the App, the issuance of youth cards (each, a “**Youth Card**”) to allow your children (each, a “**Youth User**”) access to funds that you, as parent (“**Parent**”), Load to the Youth Card.

**6.2** You are allowed to request the issuance of up to five (5) Youth Cards to five (5) different Youth Users. You may not request more than one (1) Youth Card for one (1) Youth User. If you are a Parent of a Youth User who has already been issued a Card by the other parent, you may not request the issuance of a Youth Card for that same Youth User.

**6.3** To receive a Youth Card, a Youth User must be at least eleven (11) years old and may not be more than eighteen (18) years old.

**6.4** The Youth Card may be issued as a Standard, Gold, or Platinum Youth Card. Any new Youth Card Tier we introduce in the future will be subject to this Agreement unless we establish separate terms for such new tier.

**6.5** Each Youth Card have a separate balance from other Cards, and as such, Transactions performed on a Youth Card will be deducted exclusively from the balance of that Youth Card. These Transactions will not affect the balance of any other Card or your eWallet Account.

**6.6** You can load funds on each Youth Card from your eWallet.

**6.7** You can close a Youth Card at any time and upon a Youth User turning eighteen (18), the Youth Card will be automatically closed within twelve (12) months. Upon closure, any remaining funds on the Youth Card will be transferred to the Parent's eWallet Account.

**6.8** Unless otherwise provided herein, the issuance and use of the Youth Card(s) by the Youth User(s) are subject to the same terms and conditions applicable to you and your principal Card.

**6.9** You are fully responsible for the use of any Youth Card and for all transactions made with it by the Youth User.

## **7. Card Delivery**

**7.1** The Card (including a Supplementary Card and Youth Card) will be mailed to the address provided by you. When you receive them, use the App to activate them and set a PIN through the App. Upon requesting the issuance of a Card to yourself, a Supplementary Cardholder, or a Youth User you must ensure that the fees related to such Card are available within your eWallet Account. For the avoidance of doubt, if we refuse to issue a Card to you, a Supplementary Cardholder, or a Youth User the issuance fees related to such Cards will not be refunded. If you do not activate any of the Cards we shall have the right to cancel them.

## **8. Validity of the Card**

**8.1** Each Card remains valid until the expiration date mentioned on it and is subject to an annual fee, which shall be debited from your eWallet Account during its validity period. If you have insufficient funds in your eWallet Account, we will also have the right to debit the annual fees from your Available Balance on any of the Cards. If you do not have sufficient funds to cover the annual fees, we reserve the right to lock any or all your Cards. If the annual fees remain unpaid for a period of six (6) months, we can terminate any or all of your Cards. Any remaining

Available Balance on the Card at the time of termination will be forfeited and become non-refundable.

**8.2** Before expiration of any of the Cards, you can transfer any remaining Available Balance on such Card to your eWallet Account or use it via Purchases or ATM cash withdrawal. After the expiration of the Card, you will have a two (2) month period to contact us to retrieve the remaining Available Balance. If you do not contact us within the afore-mentioned period, the remaining Available Balance on the Card will be forfeited and become non-refundable.

## **9. Card Use and Purpose**

**9.1** Subject to the limitations set forth in this Agreement, you may use the Card or Card Number as applicable, to (1) purchase goods or services online; (2) purchase goods or services at Merchant's POS; and (3) withdraw cash from the Card at ATMs outside Lebanon.

**9.2** We reserve the right, in our sole discretion, to limit the use of the Card, including limiting or prohibiting specific types of Transactions.

**9.3** Following any Transaction made with the Card, we will immediately notify you by SMS sent to your mobile number. For Supplementary Cards and Youth Cards, we will immediately notify the Supplementary Cardholder or Youth User (as the case may be) by SMS sent to his/her mobile number.

**9.4** If a Transaction is initiated without presenting the Card, the legal effect will be the same as if the Card itself was used.

**9.5** All Transactions made on the Card using any Authentication Method, whether with or without your consent, are considered binding and final and you shall have no recourse or chargeback rights for such disputed Transactions, even if not authorized by you.

**9.6** You should not use the Card to pay for anything illegal or for any unlawful purpose, including the purchase of goods or services prohibited by any applicable law. We reserve the right to verify the validity of any Transaction, or to refuse any Transaction that seems abusive or fraudulent.

## **10. Card Limits**

**10.1** You understand that the Cards are subject to certain limits. Such limits are set out in the [Limits Section](#) (the "Limits"). We may, at our sole and absolute discretion, amend, vary and change the Limits.

## **11. Fees and Charges**

**11.1** Acquiring a Card and using it will be subject to the Fees and Charges set out in the [Fees and Charges Section](#). Fees and Charges incurred pursuant to this Agreement will be withdrawn from the Card(s)' Available Balance and/or the eWallet Account, as per the case may be, and will be assessed as long as there is a remaining balance,

unless prohibited by law. You agree to pay all Fees and Charges associated with any Card. We may from time to time amend the Fees and Charges at our sole discretion.

## **12. Authorizing Transactions**

**12.1** Authorization will be requested for all Transactions at the time of each Transaction. You must have sufficient Available Balance to pay for any/all Card Transactions and related Fees and Charges. If the Merchant attempts to process the Card for more than the Available Balance, the Transaction will be declined.

**12.2** Notwithstanding the provisions of the preceding Clause 12.1, any Transaction performed on your Card will not be declined if you have sufficient funds in the Card's currency available in your eWallet Account. The Card will be automatically Loaded from your eWallet Account to enable you to complete the Transaction. For this purpose, you hereby expressly request and authorize us to automatically debit your eWallet Account for the Transaction amount and related Fees and Charges and Load the same to your Card. For the avoidance of doubt, this Clause 12.2 shall not apply to Transactions performed on Supplementary Cards and Youth Cards.

## **13. Loading Funds to the Card**

**13.1** The Card can only be loaded with the balance of your eWallet Account that is denominated in the same currency as the Card. The maximum Load amount is subject to the Limits set out in our [Limits Section](#).

## **14. Your Obligation for Negative Balance Transactions**

**14.1** Each time a Card Transaction is initiated, you authorize us to reduce the Available Balance by the amount of the Transaction and all associated Fees and Charges. You are not allowed to exceed the Available Balance through an individual Transaction or a series of Transactions (creating a "**Negative Balance**").

**14.2** Nevertheless, if for any reason (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers and any by force Transaction) you have a Negative Balance, you agree to immediately Load the required amount to correct the Negative Balance, which will be due without the need for notifying you, and you shall remain fully liable to us for the amount of any Negative Balance and any corresponding Transaction Fees and Charges.

**14.3** We also reserve the right to cancel your Card if you create one or more Negative Balances with your Card.

**14.4** Additionally, if any Transactions cause the Available Balance to become negative: (a) you authorize us to debit your eWallet Account and/or any of your other MyMonty prepaid card(s) for an amount equivalent to the Negative Balance; (b) we may initiate a chargeback procedure for any specific Transaction which led to having a Negative Balance; (c) we may take debt collection measures, including, but not limited to, mandating attorneys to pursue the claim in court, and we reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts;

## **15. Right To Collect Funds**

**15.1** If, at any time, an event occurs that entitles us to be compensated by you (including, but not limited to, any technical errors on our behalf or on behalf of our third-party providers, any by force Transaction, or a negative balance transaction as described above), we shall be entitled to recover any amount due to us by retaining part or all of any funds that you have lodged with us under any Transaction associated with your Card.

## **16. Returns And Refunds**

**16.1** If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to your Card for such refunds. You are not entitled to a check refund. The amounts credited to the Card for refunds may be delayed.

## **17. International Transactions**

**17.1** If you conduct a Transaction in a currency other than the Card's currency, the Transaction shall then be converted at the time of the Transaction into the Card's currency at the exchange rate as determined by MasterCard in addition to the markup rate and any applicable cross-border fees set out in the [Fees and Charges Section](#).

## **18. Statements of Account and Transactions History**

**18.1** We can provide you with a statement of account upon your request. A 12-months history of account Transactions is also available on the App.

## **19. Indemnity**

**19.1** 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 the Indemnified Party arising out of, relating to or resulting from your breach or non-observance of the terms and conditions of this Agreement and/or any applicable laws and/or the unauthorized use or misuse of the Card. 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.

## **20. Limitation of Liability**

**20.1** We will not be responsible for any loss or damage nor liable: (1) if you do not have enough Available Balance to complete a Transaction; (2) if a request for authorization is declined or if a Merchant refuses to accept your Card as a payment method; (3) if an ATM where you are making a cash withdrawal does not have enough cash or is not functioning properly; (4) if an electronic terminal where you are making a Transaction does not operate properly; (5) if access to your Card has been blocked after you reported your Card or PIN lost or stolen; (6) if there is a hold

or your funds are subject to legal process or other encumbrance restricting their use; (7) if we have reason to believe the requested Transaction is unauthorized; (8) if circumstances beyond our control prevent the completion of the Transaction, despite reasonable precautions that we have taken; (9) if any Merchant or provider of advantages, or facilities pertaining to the Card, refuses or is unable to supply or to ensure these services, facilities or advantages to the Cardholders; or (10) in case of any mechanical defects, failures or malfunctions attributable to your equipment, any internet service, or any payment system.

**20.2** In no event will we be liable for consequential damages (including lost profits), indirect, extraordinary damages, special or punitive damages.

## **21. Loss, theft or Unauthorized Use of the Card**

**21.1** If you believe your Card or PIN have been lost or stolen, you must immediately lock the Card through the App, cancel it through the App or by calling us on the following number: + 961 734 020. You should also cancel the Card if you believe a Transaction has been made using the information from your Card or PIN without your permission. You will be and remain liable for the Transactions performed on the Card and any related Fees and Charges before we receive notification of the loss, theft and/or unauthorized use of the Card. You must cooperate with us, the Bank, any relevant authorities, and/or third parties in investigations related to lost or stolen Cards, or unauthorized or fraudulent Transactions and provide them with any required supporting documents and information.

**21.2** We may issue you a Replacement Card in the event of loss or theft of your Card subject to you providing the necessary documents and information. Issuance of a Replacement Card may be subject to a fee.

## **22. Dispute and Chargeback**

**22.1** If you believe there is an error, unauthorized Transaction, or fraudulent activity associated with your Card, you must submit a claim and provide a detailed description of the disputed Transaction within 90 days as from the Transaction date.

**22.2** You may be entitled to a chargeback if you have a valid dispute regarding a Transaction provided that you comply with the chargeback and dispute procedures and deadlines set by us, the Bank and the Card Scheme, as amended from time to time.

**22.3** The decision made by the Card Scheme regarding a chargeback is final. If the chargeback is approved, the disputed amount will be credited back to your Card.

## **23. Keeping Your Card and Pin Secure**

**23.1** You should not write or keep your PIN with your Card, and you must keep your Card safe and the PIN confidential at all times and not disclose them to any third party. If you believe that anyone has gained unauthorized access to your PIN, you should immediately notify us. We will never ask you to reveal any PIN.

**23.2** The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please request PIN retrieval via the App. There may be a twenty-four (24) hour delay in reactivating your PIN.

#### **24. Card Cancellation and Suspension**

**24.1** We may at any time revoke Card's benefits or cancel or suspend all or any of your Cards, with or without cause or notice, to the extent permitted by applicable law.

**24.2** You may cancel any Card by submitting a request through the App. Prior to cancellation, you should cash out the Available Balance on the Card or transfer it to your eWallet Account; otherwise, the cancellation shall not be processed. Until we have received your cancellation request and had a reasonable time to act on it, you remain responsible for all Transactions, Fees, and Charges incurred by you or any person you have authorized.

**24.3** You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. The cancellation of Card benefits will not otherwise affect your rights and obligations under this Agreement.

#### **25. Termination of this Agreement**

**25.1** This Agreement shall terminate on the expiry of the Cards issued to you under the Agreement, unless the Cards are renewed, in which case the Agreement shall terminate at the end of the new expiry date. Termination will not affect prior Transactions or obligations existing at the time of termination.

**25.2** We can terminate this Agreement at any time, with or without cause or notice, to the extent permitted by applicable law.

**25.3** We can also terminate the Agreement between us immediately where we consider such access to your Card to be a risk of money laundering, fraud or other criminal activity or in case you have committed a material breach to this Agreement.

#### **26. Death or Loss of Legal Capacity**

**26.1** If we are notified of your death or loss of legal capacity, or the death or loss of legal capacity of any of the Supplementary Cardholders, we will be entitled to cease the provision of the Card services (whether in whole or in part) or to block or freeze all or the relevant Card (whether in whole or in part) from the date of notification until we received an order from a competent court or authority having jurisdiction over us. Any Available Balance in your Card(s) will be dealt with at our absolute discretion in accordance with applicable laws and regulations. You agree that your legal heirs and administrators (as the case may be) will be jointly and severally liable to settle the commitments taken by you in accordance with this Agreement.

#### **27. No Warranty Regarding Goods and Services**

**27.1** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you

purchase with your Card. We are not liable for the failure of any Merchant to honor the Card. All such disputes should be directly addressed to the merchants from whom the goods and services were purchased or to any provider of advantages, or facilities pertaining to the Card.

**27.2** The occurrence of any such dispute or disagreement cannot, in any case, exempt you from settling the payments you have made using the Card. We will only credit your Available Balance with a refund for a Transaction if you receive a refund voucher or other similar refund verification. Subject to any statutory rights, no claim by you against a third party may be the subject of a claim against us. You may not assign or otherwise dispose of any rights against us.

## **28. Miscellaneous**

**28.1 Assignment.** We may transfer, assign and/or novate any of our rights or obligations (in whole or in part) in relation to this Agreement 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. You shall not assign, transfer or encumber any or all of your rights or obligations under this Agreement.

**28.2 Set Off.** We may at our sole and absolute discretion at any time and without notice to you setoff, transfer or apply any sum standing to the credit of your Card(s) (including Supplementary Card(s)) 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).

**28.3 Data Protection.** We collect, use, store, disclose or otherwise process Personal Information about you to provide you with the services under this Agreement, and/or to comply with any applicable law, government agency, court order, or other legal reporting requirements. We may also use your Personal Information for marketing purposes and for market research purposes. By agreeing to this Agreement, you acknowledge and agree to our processing of your Personal Information in this way. This doesn't affect any rights and obligations you or we have under any applicable law. For more information about how we use your Personal Information, see our data protection policies, available on our Website.

**28.4 Banking Secrecy.** (a) We shall ensure the secrecy of any Personal Information 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.

(b) Notwithstanding the above, you hereby expressly and irrevocably exempt us from the banking secrecy obligations toward the Issuer, any third party providers, merchants, 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 Card services to you.

**28.5 Amendment of this Agreement.** 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 of this Agreement (including but not

limited 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. If you don't agree to the amendments, you should discontinue your use of the Card(s). Your continued use of the Card(s) following the posting of new terms and conditions, will indicate acceptance by you of such new terms and conditions.

**28.6 Force Majeure.** 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. 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.

**28.7 Severability.** 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.

**28.8 Waiver.** 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.

**28.9 Notices.** (a) We may notify you by any of the following means: (i) email; (ii) our App; (iii) SMS; or (iv) Post or Courier. Any notices to you shall be deemed to have been served as follows: (i) Email will be deemed received by you on the same day of sending; (ii) App will be deemed received by you on the same day of posting; (iii) SMS will be deemed received the same day of sending; (iv) Post or Courier will be deemed received on the third Business Day after sending.

(b) You must send us any notice in writing: (i) to our email [legalnotices@montyfinance.com](mailto:legalnotices@montyfinance.com); or (ii) 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.

**28.10 Call Assistance and Recording Telephone Calls.** We provide you with 24/7 assistance by calling at the following number + 961 734 020 or by WhatsApp on the following number + 961 71 871 871. 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.

**28.11 Complaints.** (a) If you have any complaint about us or our services, you can place the complaint through the following channels: (i) personally in the complaints box at our head office at Gefinor Center, Block E, Clemenceau St., Hamra, Beirut, Lebanon; (ii) by regular mail addressed to our customer protection unit at Gefinor Center, Block

E, Clemenceau St., Hamra, Beirut, Lebanon; (iii) by email to: [complaints@montyfinance.com](mailto:complaints@montyfinance.com); (iv) by phone on: +961 1 734 020; or (v) through our Website.

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

(c) 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.

**28.12 Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Lebanese Republic. You hereby agree that the Courts of Beirut 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.

**28.13 Superseded Prior Terms.** This Agreement supersedes and replaces all prior agreements and/or terms and conditions relating to prepaid physical cards offered by us

**28.14 Electronic Signature.** (a) You hereby acknowledge and agree that your electronic signature applied through the use of an identification tool (login Information, password, any security code, user identification technology, or other means, or method of authentication, identification or verification used in connection to this Agreement) shall be deemed equivalent to a wet signature and shall have the same validity, enforceability, admissibility and other legal consequences of a wet signature.

(b) As a result, your electronic signature, as applied to this Agreement, any additional terms and conditions, any other document, as well as to any requests, instructions, or transactions, will be legally binding and enforceable upon you and we will execute any such requests, instructions and transactions submitted in accordance with the foregoing without any further written or other confirmation from your side and you shall not be entitled to any objection thereto. We will not be held liable for any reason whatsoever in this regard, especially regarding the validity of the request or instructions, the completeness and accuracy of their details, our failure to understand the request or instructions, the fraudulent use of any of the services or the transfer of information/data in case of the loss of any information or request.