

Bank of Beirut Chatbot Platform Terms of Service

Last Modified: July 12th, 2018; Effective from: July 12th, 2018.

By accessing Bank of Beirut's Chatbot ("Chatbot" or "bot"), you are agreeing to be bound by these Terms and Conditions of Use ("ToU"), all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this bot. The materials contained in this bot for Messenger are protected by applicable copyright and trade mark law.

Please read these ToU carefully before using Bank of Beirut's Chatbot. By using Bank of Beirut's Chatbot you confirm that you accept these ToU and you agree to comply with them. We are offering you Bank of Beirut's Chatbot for your personal use without cost, but you should be aware that you are not allowed to copy or modify it, in whole or in part. Additionally, you should be aware that Bank of Beirut's trademarks are our property and that you cannot use or reproduce them in any way. You are not allowed to extract or attempt to extract the source code of Bank of Beirut's Chatbot, disassemble or reverse engineer it, or try to make derivative versions thereof, or attempt to interrupt or decipher the transmissions between Chatbot and our systems.

Use of your personal information

Your personal information is processed under applicable law. Details of the information we collect and how we use it, including where this is shared with third parties, is as set out in the privacy policy.

Through your use of Bank of Beirut's Chatbot, we also collect, store and use your username, language selection, country selection and location data and our use of this personal information is subject to your opt-in choice and the applicable provisions in the privacy policy.

Certain functionality of Chatbot may need to access your device and information stored on it so that it works properly. By using Chatbot, you consent to this.

Your use of Bank of Beirut's Chatbot

You must comply with these ToU as these apply to your use of Chatbot, as well as such other applicable terms of use in respect of such services as you may access and use through Chatbot. Any violation of these ToU may result in the termination of your access to Chatbot at your own responsibility.

You may only use Chatbot for your personal use and not in connection with any commercial endeavors.

You must not use Chatbot for any of the following purposes:

- (a) anything unlawful or illegal or which is fraudulent or malicious or which promotes any criminal activity or provides information about the same;
- (b) anything which is defamatory, harassing or threatening or which otherwise infringes or violates the rights of others. This includes any information that you may add or upload to Chatbot;
- (c) interfere in any way with any other users of Chatbot; and/or
- (d) knowingly introduce viruses or other malicious or harmful material or use it in connection with unsolicited communications.

Bank of Beirut will report any such breach of use to the relevant enforcement authorities and will cooperate with those authorities by disclosing your identity to them. We also have the right to disclose your identity to any third party who is claiming that any act of yours or content introduced by you to Chatbot constitutes fraud, a violation of their rights to privacy or any other rights. You must not use Chatbot in a way that may damage or impair Chatbot and its service or our underlying systems and security.

Security is of paramount importance. You must keep your device secure and properly close Chatbot after each use. You must ensure that any security details account information and all other information that you provide to us via Chatbot or otherwise is complete, accurate and up to date.

Our responsibilities to you

While we will endeavor to ensure that Chatbot is normally available 24 hours a day, we shall not be liable if for any reason Chatbot is not available at any time or for any period. Access to Chatbot may be suspended temporarily from time to time and without notice in the case of system failure, maintenance or repair or for any reason beyond our control or if we deem it necessary. For the avoidance of doubt, we shall not be liable for any loss or liability which may be suffered or incurred by you or by any third party as a result of any suspension of, or interruption to, the operation of Chatbot.

Chatbot, including all content on or services available through Chatbot, is provided on an 'as is' basis and we do not make any representation or give any warranty in respect of Chatbot or any of its content or features. In particular, but without limitation, we do not give any warranty as to the accuracy, suitability, reliability, completeness, performance, fitness, freedom from viruses or timeliness of the content or features contained on Chatbot. The content of Chatbot is not intended as advice and should not be relied upon. We exclude all implied conditions, warranties, representations or other terms that may apply to Chatbot or any content or material on it.

We do not accept any responsibility to you for:

- (a) malfunctions in communications facilities that may affect the material you access via Chatbot;
- (b) any losses or delays in transmission of messages or material you access arising out of the use of any Internet access service provider or mobile network service provider or caused by any browser or other software;
- (c) viruses that may infect your computer equipment or other property on account of your access to or use of Chatbot or your accessing any materials on Chatbot;
- (d) any unauthorized use or interception of any message or information before it reaches Chatbot or our servers from Chatbot;
- (e) any unauthorised use of or access to data relating to you or your transactions which is held by us (unless such use or access is caused by our gross negligence, willful misconduct or fraud, to the extent permitted by local law;
- (f) any content provided by third parties.

Limitations of liability

We and our group companies and their officers, directors, employees, shareholders or agents, shall not for any reason and under any circumstances be liable towards you or any third parties for indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, or use of money.

We and our group companies and their officers, directors, employees, shareholders or agents further exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct loss or damages, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in any way or in connection with:

- (a) Chatbot and your use, delay in use or inability to use Chatbot or if it does not work as you expect or would like or if it contains any defects or errors and whether or not we correct any of those defects or errors;
- (b) your reliance on, access to and use of any material, content or feature on Chatbot or material linked to or referred to on Chatbot; and/or
- (c) any loss or damage to your device or any other hardware or software you use in connection with Chatbot, including in connection with any viruses that may affect the same on account of your downloading and use of Chatbot.

You acknowledge that the use of Chatbot is dependent on third parties, including your own network providers, and that we are not liable for any acts or omissions of those third parties.

You shall indemnify us (and you shall keep us indemnified) and hold us and our directors, employees, agents and representatives harmless against any claim, loss, expense, liability or damages suffered by us resulting from your breach of these ToU.

Termination and suspension

We may terminate or suspend your use of Chatbot with or without notice at any time and without any liability to you. Upon any termination your right to use Chatbot, and any other rights or permissions granted to you in these Chatbot ToU, will end and you must stop using Chatbot and delete it from your device.

Compliance

Bank of Beirut reserves the right to investigate any device or application for compliance with these ToU. Such investigations may include Bank of Beirut accessing and using your device or application, for example to identify stability or security issues that could affect Bank of Beirut or its customers. You consent to any such investigation. Bank of Beirut may immediately suspend or terminate access to the Chatbot, APIs, other Bank of Beirut Content, and any of the Bank of Beirut Platforms by you, your device or application without notice if we believe, in our sole discretion, that you are in violation of these ToU or otherwise.

Other Legal Terms and Conditions

Confidential Information

Our communications to you may contain Bank of Beirut confidential information. If you receive any materials or communications that are clearly confidential or marked confidential, then you will not disclose the Bank of Beirut confidential information to any third party without Bank of Beirut's prior written consent.

Notifications and Modification

Bank of Beirut may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes. Bank of Beirut is not responsible for any automatic filtering you or your network provider may apply to notifications we send to you.

Arbitration

For any dispute with Bank of Beirut, you agree to first contact us at bobdirect@bankofbeirut.com.lb and attempt to resolve the dispute with us informally. In the unlikely event that Bank of Beirut has not been able to resolve a dispute after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these ToU, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration under the Rules of Conciliation and Arbitration at the Beirut Chamber of Commerce and Industry by one or more arbitrators appointed in accordance with the said Rules. The arbitration will be conducted under Lebanese Laws, unless you and Bank of Beirut agree otherwise in writing. Nothing in this section shall be deemed as preventing Bank of Beirut from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.