

SUYOOL SAL PERSONAL TERMS

1. SCOPE

- 1.1** SUYOOL SAL, a joint stock company duly incorporated under the laws of the Republic of Lebanon (“**we**”, “**us**”, “**our**” or “**SUYOOL**”) and licensed by the Central Bank of Lebanon (*Banque du Liban*), engages in the business of providing electronic mobile wallet services and offers associated services, features, and functionalities (“**Services**”). This document outlines the terms and conditions governing your use and access to our website, our application (“**App**”) and any Services made available by us and our affiliates from time to time (collectively our “**Platform**”). As a user of our Platform, you may be referred to as “**you**”, “**yours**” or “**User**”. This document also sets out the terms and conditions for your SUYOOL personal account opened through our Platform (“**Account**”). It is essential for you to carefully review and understand these terms and conditions.
- 1.2** These terms and conditions, along with the attached schedules, our [Privacy Policy](#) which explains how we collect, use and share information, and any other terms and conditions that apply to our Services, collectively constitute a legally binding agreement between you and us (the “**Agreement**”, or the “**Terms**”) and shall govern the use of your Account.
- 1.3** By using our Platform, you explicitly acknowledge and confirm that you have read, understood, and unconditionally accepted and agreed to be bound by these Terms, along with our [Privacy Policy](#) and any other terms and conditions that apply to our Services. These Terms apply whenever and however you access our Services. If you disagree with any terms of the Agreement, you should refrain from accessing or using the Account, or our Platform. You can ask for a copy of these Terms through our App, at any time.
- 1.4** We can make changes to the Terms from time to time. When these changes are made, we will notify you of the new terms through our Platform. Your continued use of our Platform after any variation, update, addition, deletion or amendment to these Terms shall constitute your acceptance of such variation, update, addition, deletion or amendment. If you expressly notify us that you do not agree with the proposed amendment(s) and that you do not wish to be bound by such amendment(s), your notification shall be treated as a notice for the closure of your Account and for the termination of the Terms on the date upon which the amendment(s) are to enter into force and take effect.
- 1.5** The main way to benefit from our Services is by downloading our App and registering for an Account. It is your responsibility to ensure continued access to all necessary Devices, accounts, and documentation (including your registered mobile device, mobile number, email account, and your ID/passport or any official document you used to enroll) to receive communications from us regarding the Services.
- 1.6** Terms that are defined in this Agreement will have the meanings respectively assigned to them and you can find any other defined terms in **Schedule 1** of this Agreement.

2. REGISTERING AND ACCOUNT INFORMATION

- 2.1** Any request for registration will be subject to an e-KYC (electronic-Know Your Customer) procedure. We do this for a number of reasons, including to check your identity and to meet our legal and regulatory requirements. Our [Privacy Policy](#) explains more about how we use your information for these and other purposes.
- 2.2** Registration happens by downloading the App and following the steps presented on our Platform. To register, you must be over the age of 18 and provide us with all requested information and documentation, such as but not limited to your full name, email address, original identity card or passport, and personal identification number (“**PIN**”).
- 2.3** We reserve the right, at our sole discretion, to (i) amend and/or vary the registration prerequisites and/or the e-KYC and due diligence process according to the Applicable Laws and regulations, as amended from time to time and (ii) refuse to open or maintain your Account and to impose any restrictions on your Account.
- 2.4** You agree that any registration information given to us is accurate, correct and up to date and to notify us immediately if there are any changes by updating your Account manually. At any point, we reserve the right to ask you to validate the accuracy of the provided information or to provide us with relevant documents or supporting evidence. To meet our legal and regulatory requirements, we may occasionally require additional information from you. Be sure to provide us with the requested information promptly so that there is no disruption in the provided Services or any transactions conducted. You will also solely be responsible and indemnify us against any and/or all claims and losses that occur due to the submission of false, inaccurate or incorrect information.
- 2.5** Once you have available funds in your Account you will be able to use some of the Services offered through our Platform. You may store in your Account either Fresh USD or Fresh LBP.
- 2.6** By using our Platform, you acknowledge and agree that your Account is not a bank account or deposit account nor does it offer the features and benefits of a traditional bank account or deposit account. There is no overdraft facility available on your Account and we do not pay interest to you.

3. USING YOUR AVAILABLE BALANCE AND YOUR ACCOUNT’S FUNCTIONALITIES AND FEATURES

Your Account holds electronically stored monetary value issued by us on receipt of funds in either Fresh USD or Fresh LBP. You can use the Available Balance for various purposes, and can initiate transactions (each a “**transaction**”), subject to having sufficient funds, the eligibility of the recipient to receive funds, and the applicable fees, restrictions, and limits as set forth in the App. You acknowledge that you are responsible for all transactions carried out through your Account and give us permission to process your transaction

instructions and receive funds on your behalf. Below you can find some examples that illustrate some of these transactions.

3.1 Adding funds to your Account/Account top-up and receiving money into your Account

(a) Upon activation of your Account, you can add funds to your Account or receive funds into your Account by any of the following methods:

1. Receiving your salary into your Account;
2. receiving transfers from other SUYOOL users, whether individuals or corporates, within our network of electronic wallets;
3. depositing cash into your Account either by visiting any Agent within our network of Agents or by other means as described in the App, while following the provided prompts and instructions through the App;
4. using a registered debit or credit card.

(b) The Available Balance displayed in your Account will serve as conclusive evidence of your remaining balance. You hereby acknowledge and agree that your Available Balance is not subject to receiving any interest or any other earnings whatsoever.

3.2 Using your Available Balance and making transfers and payments

(a) Banknote Withdrawals

You can withdraw money from your Account by following the instructions provided on the App and then by visiting any Agent within our network of Agents, or by other means as provided in the App, or by making an ATM withdrawal using your SUYOOL Card.

(b) Transfers

- You can send and receive money to and from other SUYOOL accounts and these transfers are processed instantly. To transfer money to another SUYOOL account, you need to input the relevant recipient information and follow the provided prompts. Any newly added recipient will remain pending until validated by us.
- You can also send money to any bank account abroad falling within our coverage by selecting the bank transfer option in the Account tab and providing the required information, such as the account number and IBAN. If money transferred by you to another account is not paid into that account and is returned to us, and if we had to perform a currency exchange during the original transfer, we will convert the returned amount back to the original currency. We are not responsible for any losses incurred by you in this process.

(c) Payments

You will be able to make payments at Merchants.

(d) Utilities & Services

You will be able to pay utilities and services as available in the App.

3.3 Using your SUYOOL Card

You can request, activate, manage, and cancel your SUYOOL Card linked to your Account at any time. The issuance, usage, and security aspects of the SUYOOL Cards are governed by our card issuer terms, [the terms and conditions of CSCBank SAL](#), and the relevant [card association's rules and regulations](#) (collectively referred to as the “**Card Terms**”). By requesting a SUYOOL Card, you acknowledge that you have read, understood, and agreed to the Card Terms.

3.4 Currency Exchange

- (a) You can instruct us to initiate a currency exchange of the Available Balance or any portion thereof from one currency to another. The available currencies for such exchanges are Fresh LBP and Fresh USD.
- (b) The exchange rate is set by our partnered exchange house and is based on the real market rate adopted at the time of the conversion. You can always see the real-time exchange rate in the App, and the transaction history of your Account will indicate the exchange rate adopted to execute a transaction.
- (c) You assume all risks associated with currency conversion and agree that we are not responsible for any losses, including exchange rate fluctuations, fees, or other related charges incurred during the currency conversion process. It is recommended that you carefully consider the prevailing exchange rates and any associated costs before initiating any currency exchange or making payments in foreign currencies.
- (d) While we recommend that payments to and from your Account are made in the preferred currency of your Account, you can activate the auto-exchange feature on your Account. This feature will automatically convert the required amount from the other currency in your Account to cover a purchase when your preferred currency balance is insufficient. This conversion will take place at the checkout of the Merchant at the prevailing market rate, including any applicable fees, at the time of such payment is executed. This means that your Account might be credited with more or less than you expected, and we won't be responsible for any losses if this happens.

3.5 Limits and Fees

- (a) We may impose limitations and fees for each transaction, including on the receipt, payment, and withdrawal of funds into or from your Account, as well as the withdrawal or spending limits and fees for using your SUYOOL Card, at our reasonable discretion. We may also limit the value of currency exchange that you can perform within a given time period. You can see our limits and fees in the App and we can change these fees and limits at any time. You will be notified of such changes through our Platform and

we will assume you are happy with the change unless you tell us you want to close your Account before the change takes effect. By accepting these Terms, you authorize us to debit your Account for any applicable fees.

- (b) You acknowledge that certain third parties, such as banks, may impose fees on inbound or outbound transactions. We hold no responsibility or liability for such fees, as they are determined and imposed solely by the respective third parties.

3.6 Transaction Handling

- (a) Your transaction may be declined if you do not have sufficient funds in your Account to cover the transaction amount and the applicable fees. You cannot cancel or revoke a payment or transaction instruction that has already been received by us, nor can you withdraw your consent to execute a transaction.
- (b) Before you send money to someone or make a transfer, double-check that you have the correct recipient details. If you send money to the wrong person because of a mistake in the information, we cannot take responsibility for it. We'll try to help you get your money back with no guarantee of success.
- (c) Transactions between SUYOOL accounts are credited instantly. The processing time for other transactions will vary and will be determined on a case-by-case basis. Please note that we will not be responsible for the funds until they are received by us.
- (d) We reserve the right to reverse a transaction if the payer, the payer's bank, or the payment service provider initiates a reversal or if there is a reasonable likelihood of such a reversal being initiated in relation to your Account. In the event of a reversal, we retain the right to deduct the reversed transaction amount from your Account balance. If your Account balance is insufficient to cover the reversal, we may request repayment from you.
- (e) When carrying out a transaction through any of our Agents, you may be required to provide proof of a valid identification document to the Agent or any other information to verify your identification to match your Account.

4. TRACKING YOUR ACCOUNT'S ACTIVITY

- 4.1** You can track the activity and transactions associated with your Account, review their history, and download your Account statements through the App. You will have access to your Account activity information, including the downloadable statements, until your Account is closed.
- 4.2** We will send a notification to your Device to inform you of any incoming or outgoing payments, transactions, or transfers. The transactions will be displayed in your online transaction history on the App together with the date of receipt (the credit value date) and the fees charged (the **"Transaction History"**). Each transaction will be given a unique

transaction ID and shown on the App. You should quote this transaction ID when communicating with us about a particular transaction. We do not and shall not be obliged to provide you with a physical or written confirmation in respect of any transaction. You should regularly check your Transaction History for comprehensive information on your transactions.

5. KEEPING YOUR ACCOUNT AND SUYOOL CARD SAFE

- 5.1** You are responsible for ensuring the utmost security and integrity of your Account and your SUYOOL Card and take all reasonable precautions to prevent unauthorised or fraudulent use of them. This includes diligently safeguarding your security details associated with your Account and your SUYOOL Card and securing the Device used to access the Account. These security details encompass usernames, passwords, and PINs commonly referred to as “**Credentials**”.
- 5.2** To ensure the highest level of security for your Account, it is essential that you implement or arrange for the following precautions:
- (a) Conceal PINs in a manner that makes it difficult for others to decipher.
 - (b) Avoid using easily guessable information such as birthdays, telephone numbers, or predictable number sequences as PINs.
 - (c) Prohibit the storage of security details on any Device.
 - (d) Regularly change the PIN to access your Account and the SUYOOL Card PIN.
 - (e) Secure the Device used to access your Account and prevent unauthorized use of it.
 - (f) Refrain from utilizing any functionality, whether Device or software specific, that allows for the storage or automatic retrieval of Account Credentials.
 - (g) Ensure that the Account is securely logged out after each use.
 - (h) Download the latest software for your Device and the latest version of the App as soon as they are available.
- 5.3** If at any time, you believe that your Account, SUYOOL Card, Credentials or the Device used to access the App have been stolen, lost, or compromised (as applicable), it is imperative that you promptly notify us and report the incident to seek immediate assistance. Taking swift action is vital to mitigate potential risks and protect your Account and SUYOOL Card against unauthorized use or fraudulent activities. You should also freeze your SUYOOL Card using the App and following the prompts or by calling us.
- 5.4** By using our Platform, you understand and agree that we will never request sensitive information, such as your passwords or personal identification details, through unsolicited emails, phone calls, or any other means of communication. You should exercise caution and refrain from sharing such information in response to any suspicious requests. In case of any doubts or concerns about the legitimacy of a communication purportedly from us, you should immediately contact us through the official contact channels provided in section 8.1 to verify the authenticity of the request or report any potential fraudulent activity.

- 5.5** We shall not be held liable for any unauthorized access to the Account or any associated damages that may result. While we take reasonable measures to ensure the security of our Platform, you acknowledge that no system is entirely immune to potential risks or unauthorized intrusions, especially considering that all transactions are processed by automated methods.
- 5.6** We reserve the right to implement security measures, including but not limited to monitoring Account activities and transactions, in order to protect your Account and its users from fraudulent or unauthorized activities. You hereby consent to such monitoring and acknowledge that we may take appropriate actions, including blocking or suspending Account access or closing your Account, if any suspicious or unauthorized activities are detected. You will solely assume full responsibility for any fraudulent, unauthorized, or otherwise improper use of the Account or your SUYOOL Card. We shall rely on the authenticity and authority of all instructions received by us through the Account and may act upon such instructions.
- 5.7** It is recommended that you regularly review your Account activity, statements, and transactions to identify any unauthorized or suspicious activities promptly. If any discrepancies or unauthorized transactions are noticed, you must notify us immediately to initiate an investigation and take appropriate actions to resolve the issue. You hereby agree to cooperate with us to investigate any suspected illegal or fraudulent activity.

6. YOUR UNDERTAKINGS

By using our Platform, you agree and undertake to comply with the following provisions:

- 6.1** Your use of our Services should not violate these Terms, any Applicable Laws, public interests, public morals, or the legitimate interests of others, including any actions that would interfere with, disrupt, negatively affect, or prohibit others from using our Services.
- 6.2** We consider all activities related to your Account to be your own. You must only use the Services to transact on your own Account and not on behalf of any other person or entity.
- 6.3** We reserve the right to establish general practices and limits regarding the use of our Services, including additional transaction limits on the value or number of transactions during specified time periods, and deposit limits or otherwise add, extend and/or modify the range of Services. These changes and limits may be implemented without prior notice to you. In addition to any applicable limits, we may impose restrictions on transactions to or from your Account, or limit access to your Account, as we reasonably deem necessary to protect us or other users.
- 6.4** We may also restrict access to your Account while we conduct a pending investigation or resolve a dispute. Furthermore, we may hold funds in your Account as required by law, court order, or if requested by law enforcement.

- 6.5** We won't be responsible for any losses you suffer as a result of us refusing or delaying a transaction.
- 6.6** We retain the right to reject the execution of any transactions, orders, or other utilization of our Services if we have reasonable grounds to suspect fraudulent activity, a breach of the present Terms, or a violation of the Applicable Law. Furthermore, transactions may experience delays as we or a third party comply with obligations imposed by relevant regulatory legislation, particularly in cases where there is suspicion of fraudulent conduct. In the event that we refuse to execute a transaction, order, or other utilization of our Services, we will promptly notify you and provide you with valid and substantiated reasons for the refusal, unless prohibited by law or compromising reasonable security measures.

7. CLOSING YOUR ACCOUNT AND TERMINATING THE AGREEMENT

- 7.1** Either you or we have the right to terminate this Agreement and close the Account at any time and for any reason, provided that there are no pending or ongoing transactions, by letting the other know, whether through an email or through the App.
- 7.2** Upon either of us receiving a communication to close your Account (as applicable) and terminate this Agreement, you will be granted a thirty-day (30) period from the date of receipt of such communication to withdraw any Available Balance. During this period, your Account will remain accessible solely for the purpose of withdrawing any available funds. Upon the expiration of the thirty-day period, we will proceed with the closure of your Account ("**Account Closure**").
- 7.3** Without prejudice to any other rights or remedies stipulated herein or any action we may deem appropriate at our sole discretion, we reserve the right at any time to close, suspend, or block your Account immediately in exceptional circumstances. If we close your Account for exceptional reasons, Account Closure will be deemed immediate. Examples of exceptional circumstances include:
- If you commit a material breach of any of the Terms' provisions;
 - If you are subject to bankruptcy, insolvency, winding up;
 - If we suspect a security breach or unauthorized or fraudulent use of your Account;
 - Compliance with Applicable Laws requires us to take such action;
 - If we suspect, at our sole discretion, that you are using the Services or our Platform in a manner that damages, corrupts, degrades, destroys and/or otherwise adversely affects us or our Platform, or any other software, data, systems or networks accessed or used by you;
 - If we have any money laundering and/or terrorism financing concerns regarding your use of our Platform;

- If you commit any acts and/or omissions in a manner which we believe adversely affects our business operations and/or reputation and/or goodwill and/or which we consider giving rise to any offence or any increased risk or liability to us; and/or
- If our provision of the Services is hindered by a third-party outsourcer/subcontractor's inability to supply necessary products and/or software for our Platform.

7.4 In addition to and without prejudice to the aforesaid, in the event that you have breached any of the provisions of the Terms, we will be entitled to report any transaction or any other relevant information about you and your use of our Platform to the relevant authorities, law enforcement body and/or government department and/or if appropriate, initiate legal proceedings.

7.5 In the event of an Account Closure, you acknowledge and agree to the following:

- Provisions regarding indemnification, warranty, liability, and limits thereon, confidentiality, protections of Intellectual Property Rights, trade secrets and any covenants contained in this Agreement which are specifically contemplated as surviving beyond or being performed after termination, or which by their nature are intended to be applicable after any such termination, shall survive the termination of this Agreement.
- You remain responsible for any outstanding obligations arising hereunder or related to your Account prior to the Account Closure.

8. COMMUNICATION

8.1 You can contact us through the following channels:

- (a) Email: contact@suyool.com;
- (b) Phone: +961 81 484 000;
- (c) Message via our App.

8.2 We will usually communicate with you through the App, but we may also contact you through text messages to your designated mobile number, email or other suitable methods. So, you should regularly check your Account, text messages, email account or other registered communication methods. It is your responsibility to keep us updated and promptly inform us of any changes in in your contact details. If we discover that any provided information is incorrect, we reserve the right to unilaterally update the information to maintain accuracy or to take any other action we deem necessary.

9. YOUR REPRESENTATIONS AND WARRANTIES

By accepting these Terms, you represent and warrant that you:

- possess the complete capacity and authority to acknowledge and consent to the Terms, to establish and uphold an Account, and to utilize our Platform;
- will not be in violation of any pertinent laws, regulations, orders, or judgments by employing and accessing the Services;
- possess a proficient understanding of the English language, with the ability to read and communicate in English effectively.

10. PERMISSION TO PROCESS PERSONAL DATA

- 10.1** In order to deliver the Services associated with your Account and facilitate transactions under this Agreement, we need to collect and process information about you. For more details on how we handle your personal information, please refer to our [Privacy Policy](#).
- 10.2** By agreeing to this Agreement, you grant us permission to collect, process and store your personal data as described in the [Privacy Policy](#). It is important that you carefully review the [Privacy Policy](#) to understand how we manage your personal data and ensure your compliance with the obligations set forth within it. This doesn't affect any rights and obligations you or we may have under applicable data protection laws.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1** You acknowledge and agree that all Intellectual Property Rights in the Services and our Platform or otherwise made available to you, are and will remain our property or the property of our licensors (if any). We hold the exclusive right to use them and may license others to use them. Any Intellectual Property Rights developed in the course of this Agreement shall belong to us. You may use our Intellectual Property Rights solely for the purpose of enjoying our products and Services as set out under this Agreement. We retain all right, title, and interest in our Platform and any associated Services and products, including any related Intellectual Property Rights. This Agreement does not transfer to you any ownership right, title, or interest.
- 11.2** You agree not to copy, modify, reverse engineer, or create derivative work of our Platform or any of the products or Services provided by us hereunder.

12. LIMITATION OF LIABILITY

- 12.1** To the maximum extent permitted by Applicable Law, we, our parent companies, subsidiaries, affiliates, licensors (including our respective officers, directors, employees and permitted assigns), will not be held liable to you or any third-parties for any direct, indirect, incidental, consequential, or punitive damages arising out of or in connection with this Agreement or our Platform, including those arising from any act or omission by us, our agents or any third party, and including but not limited to loss of savings, loss of income or profit, loss of data, loss of goodwill or damage to reputation, loss of business contracts or opportunities, or business interruption.

12.2 We will not be liable or responsible for any lost profits or lost data related to:

- any failure or inability to access your Account and/or our Platform;
- any malfunction, delay or unavailability of the mobile network, including but not limited to mobile phones, any acts of nature, power disruptions, email discontinuity, or internet issues beyond our reasonable control;
- refusal to provide any Service, failure to accept or honor any request for cash withdrawal, or unauthorized transactions for any reason whatsoever.

12.3 We provide no express or implied warranties regarding the Services and our Platform. The Services, the App, and our Platform are offered on an “AS IS”, “AS AVAILABLE” basis, without warranties of any kind. We make no express or implied warranties or representations whatsoever, that our Platform, or its content or any product or Service furnished via our Platform, will be uninterrupted or error free. We also do not provide any implied warranties of fitness for a specific purpose, quality, or non-infringement. While we make reasonable endeavors to provide the Services in line with the available technological solutions, we do not guarantee that Services and our Platform will always be available, uninterrupted, timely, secure, with no defects whatsoever and in full operating condition. Access to our Platform may be suspended temporarily and without any prior notice and we shall not be liable for any failure to provide the Services or make our Platform available to you whether in part or in full.

13. INDEMNIFICATION

You agree to protect and defend us, our parent companies, subsidiaries, affiliates, licensors (including our officers, directors, employees and assigns) from and against any and all direct or potential liabilities, claims, damages, losses, judgments, penalties, or expenses, that arise out of or relate to: (i) your use of our Platform or any related products or Services, (ii) any breaches of your promises in these Terms, (iii) your violation of any Applicable Law, (iv) your violation of any third-party rights, including any right to privacy, publicity rights or intellectual property rights, and (v) anyone else using the Services with your Credentials.

14. FORCE MAJEURE

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that are caused by events outside our reasonable control rendering the performance of the obligations hereunder impossible or extremely onerous (“**Force Majeure Event**”). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic (excluding

covid-19) or other natural disaster, impossibility of the use of public or private telecommunications networks, the acts, decrees, legislation, regulations or restrictions of any government. The performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use all reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which the obligations under this Agreement may be performed despite the Force Majeure Event.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1** This Agreement, including any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with the applicable laws of the Republic of Lebanon without any regard to conflict of laws principles.
- 15.2** Any dispute, controversy, claim or disagreement between us and you arising from, relating to or in connection with this Agreement, including questions regarding the interpretation, meaning or performance of this Agreement, and including claims based on contract, tort, statute, regulation, order or otherwise (each a “**Dispute**”), shall be resolved in accordance with this Clause 15.
- 15.3** Both you and we will endeavor in good faith to amicably resolve any Dispute arising out or in connection with the interpretation or execution of this Agreement within fifteen (15) Business Days of the first notice of Dispute.
- 15.4** All Disputes, which remain unresolved despite attempts at their amicable resolution within the time frame specified above, will be submitted by either you or we to, and finally determined by, binding arbitration administered by the Lebanese Arbitration and Mediation Centre of the Beirut and Mount-Lebanon Chamber of Commerce, Industry and Agriculture and in accordance with its Rules of Arbitration, as such rules are in effect on the date of delivery of a demand for arbitration (the “**Arbitration Rules**”). The arbitration shall be heard and determined by a sole arbitrator appointed in accordance with the Arbitration Rules. The arbitration proceeding shall occur in Beirut, Lebanon and shall be conducted in English. Each party shall bear its own costs relating to such arbitration, and both you and we shall equally share the Arbitrator’s fees, and the arbitration and all related proceedings shall be led by the Arbitrator in a manner that adequately protects the confidential nature of each party’s confidential information. The arbitration award will be final and binding on both you and us, and both parties waive any right to appeal such award. Notwithstanding the foregoing, the parties may recourse to any competent judiciary authority in order to seek interim or conservatory measures. Enforcement of the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

16. ASSIGNMENT

- 16.1** This Agreement is personal to you and you cannot transfer any rights or obligations under it to anyone else.

- 16.2** We may, at our own discretion, assign, novate, transfer, charge, subcontract or deal in any other manner with all or any of our rights or obligations under this Agreement. You hereby acknowledge and accept that we may engage the services of one or more affiliates, subsidiaries, agents, subcontractors or outsource some or all of the Services to third party service providers in order to fulfil our obligation.

17. SEVERABILITY

Each of the provisions of this Agreement is severable. If any provision is held to be or becomes invalid or unenforceable in any respect, it will not affect or impair the legality, validity or enforceability of this Agreement as a whole, nor that of any of its other provisions.

18. WAIVER OF RIGHTS

A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the person to which the waiver is addressed and the circumstances for which it is given. Failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law shall not constitute a waiver of such right or remedy, and it shall not prevent any future exercise in whole or in part thereof.

19. Non-Disparagement

You agree that you will not at any time during the term of this Agreement or at any time thereafter, through any medium, either orally or in writing, disparage, defame, or damage our reputation, or cause or tend to cause the recipient of a communication to question our business condition, integrity, competence, good character, professionalism, or product quality, our affiliates and related entities, partners, agents, directors, employees, and assigns.

SCHEDULE 1

Defined Terms

“Account”	means the account you open with us through our Platform for the purpose of using our Services.
“Agent”	means the entity which provides deposit and withdrawal services to and from the Account, as well as any other services as determined by us from time to time.
“AML/CFT Legislation”	means Law No. 44/2015 dated November 24, 2015, on Fighting Money Laundering and Terrorist Financing in the Republic of Lebanon, as may be amended from time to time.
“App”	means a software application called “Suyool” downloaded and installed on your Device or accessed through secure web pages, through which our Services are provided to you.
“Applicable Law”	means the laws of the Republic of Lebanon and includes all applicable statutes, circulars, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives, writs, decrees, and regulations of any governmental authority, as amended from time to time and including but not limited to (a) AML/CFT Legislation, (b) Basic Circular No. 69 dated 30/3/2000 on Electronic Financial and Banking Operations issued by the Governor of the BDL, as amended by the Intermediate Circular of the Governor of BDL No. 667 dated 13/4/2023, and as may be further amended from time to time and (c) the rules, regulations, directives and circulars issued by the BDL.
“Available Balance”	means the Account balance which is displayed electronically on the App.
“BDL”	means the Central Bank of Lebanon (<i>Banque du Liban</i>).
“Business Day(s)”	means the days on which banks and financial institutions are typically open for business in the Republic of Lebanon.
“Device”	means an electronic device such as mobile phone, tablet, computer, or any other similar devices capable of enabling you to access or use our Platform.
“Fresh LBP”	means the amounts denominated in Lebanese Pounds that are available for immediate use in transactions and are not subject to any transfer or withdrawal restrictions in the Republic of Lebanon.

“Fresh USD”

means the amounts denominated in United States Dollars that are available for immediate use in transactions and are not subject to any transfer or withdrawal restrictions in the Republic of Lebanon.

**“Intellectual
Property Rights”**

means any and all licenses, all current and future know-how, rights to inventions (whether or not reduced to writing), patents (including patents of addition, substitutions, reissues, extensions, re-examinations, renewals, supplemental patent certificates, confirmation patents and registration patents), patent applications (including any provisional, divisional, continuations, continuations-in-part and substitutions thereof), designs, design applications and design registrations, software, hardware, technology, processes, methods, trademarks, trademark applications, trademark registrations, trade names, trade dress, service marks, logos (whether registered or unregistered), copyrights, copyright applications, copyright registrations, right of confidence, trade secret, right to extract or exploit data, database rights and other intellectual property rights now or hereafter recognized anywhere in the world, now or hereafter owned, held, prepared for, or used by a person or entity.

“Merchant”

means an entity that sells goods and/or services and accepts payments through our Platform as determined by us from time to time.

“SUYOOL Card”

means a payment card issued by us or our partners upon your request for the purpose of making payments or withdrawing funds using the Available Balance in your Account.