



Terms & Conditions

1. General

The use of the Application is subject to the terms and conditions mentioned here below. By using the Application, you acknowledge, agree and undertake to be bound by the following terms and conditions (the **Terms and Conditions**) that are notified to you by any available means.

Hawele shall have the right to vary these terms and conditions from time to time by giving you prior notice by any available means Hawele considers appropriate and as mentioned below. You will be bound by any variation if Hawele does not receive from you to terminate the application within 15 days of sending the notice of variation.

2. Subscription to the Application

The prerequisite for using the Application is a smart device, which fulfils the respective minimum requirements for the operating system supported by us (IOS/Android). Hawele may be forced to discontinue its services for any outdated versions of the respective operating systems and/or outdated version of the Application. You will have to update your respective operating systems and/or the Application as needed. Any change or update in the systems, technology and procedure for the log-in or use, including device driven or supported, shall be notified to you by any available means Hawele considers appropriate and as mentioned below.

After installing the Application, a registration process begins at the end of which you will create your own credentials, to enable you to use the Application. During said registration process, you shall provide Hawele with all information regarding your identity and all documents regarding your legal status such as ID cards or any other documents required by Hawele.

3. Products and Services

Through the Application, Hawele offers the following services:

- Users can have two wallets in Cash LBP and Fresh USD
- Users can Top up their Wallets using their Debit or Credit Card
- Users can perform P2P Transfers via Mobile or Hawele ID
- Users can Request Money via Mobile or Hawele ID
- Users can send and receive Money via Static or Dynamic QR
- Users can perform Cash Deposits and Withdrawals using Vouchers
- Users can benefit from a Debit Card linked to their wallets

Such services may change at Hawele's discretion and subject to applicable fees and charges, if any. All services will remain subject to applicable terms and conditions, as amended from time to time.



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4. Use of the Application

For the purpose of accepting any of your requests, Hawele shall be under no obligation to refer to, consult with or receive a written confirmation from you. You acknowledge having been informed of the potential risks of accepting to instruct Hawele electronically, in particular, with respect to (i) the fact that instructions by such means may not be secure or error free as they can be intercepted, corrupted, lost, delayed or contain viruses, and (ii) the possible misuse of any such means by third parties, including among other, falsification, fraud, forgery, impersonation or otherwise.

You accept to bear all the consequences resulting from Hawele's execution of such requests, whether they are true or forged by any third party, and hereby relieve Hawele from any responsibility whatsoever in this respect, and therefore request Hawele, at your full responsibility, to execute any of the requests as mentioned hereinabove.

Hawele shall be entitled at its sole discretion to refuse to execute a request including without limitation in case:

- It is not compete, clear or suspicious for Hawele.
- The balance of your account is not enough to cover the payment.
- It is contrary to Hawele's internal policies, procedures, applicable laws, and regulations.
- Any other cases Hawele deems appropriate as per applicable laws and regulations.

Hawele shall have the right to delay the execution of any transaction or request for more information before executing any transaction given via the Application.

You agree that Hawele may at any time i) block your Wallet or prevent you from performing any transactions on the Application; ii) close your Wallet;

5. Fees and Charges:

The application fees and charges will be detailed in the application or any portal or means Hawele deems appropriate.

Hawele reserves the right at any time to change the related fees and charges and shall inform you by any available means.

You authorize us to debit your account for all applicable fees and charges for the provision and/or use of the Application.

In case of insufficient funds in your account for the execution of any service, Hawele shall have the discretionary right to cancel the related services and waives any liability incurred in relation to any consequences thereof.



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6. Account Balance:

The data or information relating to your Wallet you may have with Hawele as provided via the Application may not be conclusive as to the latest current balance as certain transactions may have been made without the relevant entry being made in time when the data or information was provided. The data or information provided is therefore not binding expect where expressly stated.

7. Personal Data:

Information and personal data about you and any other information which are transmitted through the services ("Personal Data") may be collected, stored, processed, transferred by Hawele, or any other service provider for the purpose of the performance of the services. You hereby agree that any and all information provided by you can be shared and disclosed with any other party for the purpose of the execution of the Services.

You agree that Personal Data may be used as it deems necessary in compliance with applicable laws and regulations.

In case we need to share your Personal Data to third parties (for example: service providers, contractors and subcontractors) for purposes related to the performance of our contractual relationship, we will disclose only Personal Data that are necessary for the purpose, ensuring that adequate protection of your data is in place.

You hereby agree that Hawele may use your personal data related to you as it deems appropriate 1) to verify your identity; 2) for the execution of the services provided and all transactions required by you; and 3) to comply with all applicable laws and regulations.

8. Intellectual Property

The form, content, display and arrangement of this Application, including all screens, texts, photographs, illustrations, graphics and graphic material, name or trade names, logos, product and services marks, trademarks are, unless otherwise indicated, owned by Hawele and protected by intellectual property rights and cannot be copied, downloaded, distributed or published in any way without the prior written consent of Hawele. All intellectual property rights and other applicable rights are exclusively reserved and are in no way transferred to the corporations and/or individuals accessing the Application.

You may not remove or tamper with any copyright notice attached to or contained within the Application. All ownership in the Application remains with Hawele as mentioned below. You may not carry out reverse engineering or alter, modify or adapt all or any part of the Application.



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9. Linked Websites and/or Applications

The Application may include clients and third-party content, statements and reports, as well as links to other internet sites and applications and may allow screen sharing or other means of sharing clients and third-party content. Hawele shall not be deemed to endorse, recommend, approve, guarantee or introduce such content and is not responsible for the information, material, products or services contained in such content or accessible through those websites or applications. Any reliance on third party content, statements or other applications or websites is solely at the risk of the reviewing party.

Please be informed that Hawele is not responsible or liable for: i) the content of other websites you may have access to through links contained in the Application, ii) any of their policies, including cookies and tools policies, or iii) any other terms governing the use of any information you submit or other privacy practices or data protection.

10. No Warranty

While Hawele makes reasonable efforts to provide the Application, it will not be liable for any failure to provide such service, in part or in full, due to abnormal and unforeseen circumstances beyond its control, the consequences of which would have been unavoidable despite all efforts to the contrary (which includes any phone network failures or, in the case of mobile networks, where you are not in an area of mobile coverage).

Hawele does not represent or warrant that this Application will be available and meet your requirements, that access will not be interrupted, that there will be no delays, failures, errors or omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your device.

You have sole responsibility for adequate protection and back up of data and/or equipment and for undertaking reasonable and appropriate precautions to scan for viruses or other destructive properties. Hawele makes no representations or warranties regarding the accuracy, functionality or performance of any third-party software that may be used in connection with the Application.

The Application is made available provided:

- You do not use the Application for anything unlawful, fraudulent, immoral, unethical or improper.
- You do not use the Application to make offensive communications in whatever form that is unlawful, defamatory, threatening, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy or which is otherwise objectionable;
- You do not act nor knowingly permit others to act in such a way that the operation of the Application or our systems will be jeopardized or impaired,
- You do not use the Application to access or use content in a way that infringes the rights of others;
- You do not impersonate any other person through the Application.

No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus is given in conjunction with the information.



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Neither Hawele nor any of its affiliates, directors, officers, employees, consultants or agents accept any obligation to update, correct or otherwise revise any such information to reflect information that subsequently becomes available or circumstances occurring after the date such information was prepared or communicated through the Application.

11. Means of Communication

All communication to you shall be done in a manner Hawele considers appropriate, including through email, chat bot through the Application, via short message services, via video conference, phone, or any other mean of communication deemed appropriate by Hawele. You also hereby authorize us to make and retain record in any form (including in digital files, electronic or computer files and paper files) of all our communications and instructions and authorize Hawele to use such records and present it as a proof of our communications, instructions or otherwise in any proceedings before any competent court or jurisdiction.

Communicating through the Application cannot be guaranteed to be completely secure. Hawele is not responsible for any damages (howsoever arising and no matter whether it is direct, indirect, special or consequential damages) incurred by you as a result of any communication between you and Hawele, over the Application.

12. Limitation of liability

In no event will neither Hawele nor any of its affiliates, directors, officers, employees or agents be liable for any damages, including without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this Application or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, fraud, hacking, phishing, computer virus or line or system failure, even if they were advised of the possibility of such damages, losses or expenses.

13. Indemnity

You hereby agree to indemnify and to keep Hawele, their affiliates, directors, officers, employees or agents fully and effectively indemnified against any action, liability, cost, claim, loss, damage, proceeding or expense (including legal fees, costs and expenses on a full indemnity basis) suffered or incurred by any of them from or which us directly or indirectly related to:

- Your access to and/or use of the Application whether directly or indirectly by any other individual; or
- Any breach or non-observance of any of these Terms and Conditions by you whether directly or indirectly by any other individual

14. Termination

Hawele may as its sole discretion terminate your access to the Application without the need of any notice.

15. Law and Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Lebanese Republic and the courts of Beirut.