

# Online Transfer

This page displays the activation request form for the online transfer from your CreditCard to your Websurfer account. You have to complete this form, sign it and submit it to CSCFinance SAL (CSC) and wait for your Activation code which normally takes one working day starting from the date you submitted this form to CSC.

## Client Information

### (CreditCard Account)

Client Account # .....

Cardholder Name .....

Card Number .....

E-mail Address .....

Mobile Phone # .....

## Client Information

### (Websurfer Account)

Client Account # .....

Cardholder Name .....

Card Number .....

E-mail Address .....

I hereby confirm my request to activate my online transfer by debiting the account mentioned above and crediting the Websurfer account mentioned above subject to the applicable terms and conditions as attached hereto.

Name .....

Date .....

Signature .....



## TERMS AND CONDITIONS



**You must read these terms and conditions carefully before using the service. By registering to use the service, you shall be deemed to have accepted and be bound by all these terms and conditions.**

### 1- Definitions:

**Activation Code** Means the log on identifiers assigned or issued by CSC to the Customer in connection with the Service and includes any replacement log on identifiers.

**Account No** Is the client account number specified on your statement of account; it consists of 0000 5555 001

**CSC** CSCFinance SAL

**CSC Website** www.issuers.com

**Password** The password will be the name embossed on the face of the card (with

all the spaces included) for the first-time users. The Customer should change the password when he first logs in. The new password must contain 6 to 8 characters and use at least one letter and one number.

**Security Number or CVC 2** The CVC2 is a three-digit security code that is printed on the back of the cards. The number appears in reverse italic at the top of the signature panel at the end.

**Security Devices** Means the Activation code, Password, CVC 2, and or any other Security procedure or tool assured by CSC.

### 2- The Service (Online transfer)

#### 2.1. Using the Service

This Service can be used to:

- Transfer funds from any Card Account to your Websurfer Account.



## **2.2 Availability of the Services, Alteration and limits to the Service**

(a) The Customer acknowledges that CSC does not warrant that the Service will be available on an uninterrupted basis. CSC shall be entitled at any time, to temporally suspend the operations of the service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that CSC deems fit, and in such event, CSC shall not be liable for any loss, liability or damage which may be incurred as a result.

(b) The Customer acknowledges and agrees that CSC may, without notice, at any time and from time to time add to (including adding new services or products), vary, alter, suspend or remove any of the online service, including without limitation the right to set, vary or cancel limits for any transactions types, facilities, services and products that may be carried through the Service, and to vary their frequency and availability period.

### **2.3 Access to the Service**

(a) The Customer agrees that any person who supplies CSC with the Activation code, the account number, the password and the CVC 2 may be allowed access to the Service. CSC will not make a payment to another person unless the correct Activation code, account number, Password and CVC 2 are supplied to it.

(b) The Customer agrees that CSC may delay acting upon an Instruction or ask for more information before acting on an Instruction.

(c) CSC may specify limits on transaction

types and values in respect of certain Accounts or the Service and may refuse to act on an Instruction if a transaction exceeds a particular limit.

(d) Where CSC has Instructions for more than one payment from an Account on the same day, it will determine the order or priority in which the payments are made.

### **2.4. Security of your Activation code, CVC 2, and Password**

(a) The Customer agrees to keep the Activation code, Password and CVC 2 in a secure place and to take reasonable precautions to prevent unauthorized use of them or disclose them to another person or allow them to be seen by another person (including family or friends).

(b) The Customer agrees to take all reasonable precautions to maintain the secrecy of his Activation code and Password including ensuring that any information stored on any computer with which he accesses online transfer is protected against unauthorized access by third parties.

(c) The Customer agrees not to keep a record of them in a way which they can be determined by another person. Some internet browser applications allow the user to electronically store passwords for easy future access to a particular website; the Customer agrees not to use this "save password" feature in conjunction with online transfer.

(d) The Customer undertakes to notify and/or contact CSC immediately ("Security Notification") by calling it Contact Center on **+961 1 738800 or 1241** at any time, if the customer has

reason to believe that, suspect that or has knowledge that:

i. The security of any Security Device may have been compromised

ii. Such Security Device has become known or been revealed to any person other than CSC

iii. There has been unauthorized use of any Security Device.

iv. There has been use of the Service by any person other than the Customer. CSC will then cancel your Password and arrange for you to select a new one. Until the Customer gives such notice to CSC, which notice must be then confirmed by registered mail, telegram, fax or telex, the Customer will be liable for all Transactions that may occur as a result of authorized or unauthorized use of Customer's Activation code, Personal Account Number or online transfer Password.

(e) CSC may cancel the Password at any time without assigning any reason and without prior notice to the Customer.

### **2.5. Records and statements**

(a) The Customer should carefully check his account records and statements upon receipt. If he believes that there has been a mistake in any transaction using the Service, or an unauthorized transaction, he must notify CSC immediately by calling the Call Center on **+961 1 738800 or 1241**

(b) CSC's records, unless proven to be wrong, will be evidence of the Customer dealings with CSC in connection with the Service.



## **2.6. Liability for Unauthorized Transactions**

(a) The Customer hereby agrees that CSC shall not be liable for any damages, losses, expenses or costs whatsoever whether direct or indirect incurred by the Customer arising from any unauthorized transaction if the loss occurs before he notifies CSC.

(b) Subject to the extent permitted by law CSC will not be responsible for any damage or loss including legal costs, whether consequential or not, caused by the inability to access the Service.

(c) The Customer will be liable for and agree to indemnify CSC against any loss or damage CSC may suffer because he did not observe his obligations under these Terms or acted negligently or fraudulently when using the Service.

(d) The Customer shall be liable for all transactions processed or effected pursuant to the use or purported use of the Security Devices with or without his knowledge or



consent, and the Customer waives all rights and remedies against CSC in respect of any loss arising from unauthorized use of the Security Devices.



### 3- Customer instructions

(a) The Customer acknowledges and agrees that all Instructions (whether authorized by the Customer or not) are irrevocable and binding on him and CSC shall be entitled to effect, perform, process such instructions without any further reference or notice to him.

(b) The Customer acknowledges and agrees that CSC may accept and act upon any Instruction issued and/or communicated through the Service whether actually authorized by him or not as his authentic and duly authorized Instruction and that CSC shall be under no obligation to investigate the authenticity or authority of persons effecting the Instruction.

(c) The Customer requests and authorizes CSC to accept, rely upon and act upon his instructions given in any manner permitted by online transfers as if he has given signed written instructions to CSC, even if they may conflict with any other mandate given at any time concerning his Accounts. The Customer further requests and authorizes CSC to debit from his Accounts any amounts CSC has paid or incurred in accordance with instructions received through online transfer.

(d) Notwithstanding sub-clauses (a) and (b) above, the Customer acknowledges and agrees that CSC may at any time: (i) Refrain from acting promptly upon any Instructions given or purportedly given by him in order to verify the authenticity

thereof without incurring any responsibility for loss, liability or expense arising out of refraining to act; or (ii) require any Instruction to be confirmed in writing and signed by the Customer before acting on such Instructions.

(e) The Customer acknowledges and agrees that CSC may refuse to complete or may reverse any Transaction if: (a) the Transaction is one that CSC cannot process; (b) the Transaction exceeds Customer's balance or credit limit or violates any provision in any other agreement he may have with CSC; (c) there is an operational failure or malfunction in online transfer; or (d) the Transaction involves any Account that CSC considers inactive.

### 4- Confirmation from CSC – Force majeure

(a) The Customer understands that the Instruction to CSC through the Service may not be received by CSC for reasons beyond CSC's reasonable control including but not limited to mechanical, software, computer, telecommunications or electronic failure. The Customer further acknowledges that unless he receives a confirmation of receipt of the same from CSC or from an officer, employee or agent of CSC, Instructions may not have been received and accordingly may not be processed or accepted by CSC.



(b) The Customer authorizes CSC to keep the confirmation of any transaction in CSC.

(c) The Customer acknowledges and agrees that CSC shall not be liable to him in any way for any loss or damage whatsoever caused arising, directly or indirectly, in connection with the transmission or failure of transmission of Instructions to CSC through the Service or any lack of confirmation of receipt of any Instructions by CSC for whatever reason.

### 5- Fees and Charges

CSC reserves the right to impose, set and/or modify the fees and charges payable by the Customer for use of the Service at CSC's sole discretion. The Customer agrees to pay all fees and charges for the use of the Service imposed by CSC as varied from time to time. The Customer authorizes CSC to debit such fees and charges incurred by him from any Account(s) which he has with CSC. If there are insufficient fund in Customer Account(s), CSC may cancel all Customer instructions and terminate this Agreement.

### 6- Sufficient funds

(a) At no time and under no circumstances shall the Customer use or attempt to use the Service for transfer of funds unless there are sufficient available funds in the Account.

(b) CSC is under no obligation to honor any Instruction unless there are sufficient funds in the Account at the time of the receipt of the Instruction.

### 7- Record of CSC

(a) The Customer acknowledges and agrees that CSC's records and any recordings of the Transactions, instructions, communications

tions, operations or any other transactions made or performed, processed or effected through the Service by the Customer or any person purporting to be the Customer, acting on his behalf or purportedly acting on his behalf, with or without his consent, or any record of any transactions relating to the operation of the Service and any record of any transactions maintained or by any relevant person authorized by CSC relating to or connected with the Service shall be binding and conclusive on the Customer for all purposes whatsoever and shall be conclusive evidence of the transaction. The Customer declares that CSC's books, registers, and records, including microfilms, electronic data storage facilities, and computer printouts, are conclusive evidence and he relinquishes the right to dispute them or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waives any of our rights (if any) to so object.

#### (b) Transaction record

Without limitation to the generality of Clause (a) above, the Customer further acknowledges and agrees that CSC shall be entitled (but not obliged) to keep track of any communications between CSC and the Customer.

Any such tracking may be used as evidence in any proceedings or disputes involving CSC and shall be conclusive evidence of the Instructions and of other communications between CSC and the Customer.



## 8- Warranty

CSC does not warrant the results that may be obtained from the use of the Service. Not with standing any other provision of this Agreement, no warranty of any kind, implied, express or statutory, including but not limited to the warranties of non infringement of third party rights, title, satisfactory quality, merchantability and fitness for particular purpose is given in conjunction with the Service and / or the Security Devices. The Customer acknowledges and agrees to the risk resulting from Online banking services which may lead to information errors and violation of Banking Secrecy Laws.

## 9- Governing law and Jurisdiction

These terms and conditions shall be governed by the laws and conditions of the Republic of Lebanon. The courts of Beirut shall have exclusive jurisdiction over all disputes which might arise out of the interpretation and or execution of this Agreement, even in the event of disputes concerning obligations incurred or contracted abroad.

## 10- Amendments to these Terms

CSC reserves the right to amend these Terms and Conditions at any time. The Customer shall be notified accordingly. Continued use of the Service constitutes acceptance by the Customer of such amendments.

## 11- Complaint Procedure

- (a) If there is a dispute over who is liable for a loss resulting from an unauthorized transaction, the Customer will be asked to complete and sign a form providing further information.
- (b) CSC will investigate and within 21 days of receiving the complaint, will explain to the Customer the outcome of its investigation or, if more time is needed, how the

problem will be handled and when the Customer can expect a reply. Except where CSC is awaiting a response from the Customer, CSC will provide the Customer with monthly updates on its progress should the investigation take longer than 45 days to complete. If the Account is found to have been incorrectly credited or debited, CSC will adjust it accordingly.

## 12- Security of online transfer

- (a) CSC uses a very high level of encryption to protect the transactions and Accounts from unauthorized access. The use of such levels of encryption may be illegal in certain jurisdictions. It is the responsibility of the Customer to ensure that his ability to use the Service is permitted by local law and CSC shall not be liable for any loss or damage suffered by the Customer as a result of not being able to use the Service in these jurisdictions, or for infringing on such local laws.
- (b) The customer is responsible for acquiring and maintaining any equipment required for the continued access to and use of the Service (such as telephone or computer).
- (c) The Customer agrees not to interfere with or damage (or attempt to interfere with or damage) any Password, data or software associated with the Service.

## 13- Termination

- (a) The Customer may stop the use of the Service at any times by giving written notice to CSC.
- (b) CSC may terminate the Service at any time...
- (c) This Agreement is terminated in case



of the Customer's death as of the date of notice of death being given to CSC.

(d) The termination of this Agreement or the cancellation of the Card, for whatever reason, shall not exempt the Customer from his liabilities arising from transactions made on the Card or on the Card Account, whether made prior to or after cancellation or termination of this Agreement. The CSC has the right to terminate this Agreement at any time if the Terms and Conditions thereto and all applicable laws are not adhered to.

## 14- Domicile

The Customer elects domicile at the address stated on the application form to which every notice, correspondence, communication, and/or statement of account, when delivered by mail, notary public, e-mail or otherwise, is considered legal and valid.

## 15- Waiving Lebanese banking secrecy

The Customer hereby waives his right to the Banking Secrecy Laws with regards to anything relating to this Agreement, including, but not limited to, the transactions, the amounts, and the related statements.

## 16- Fraud

The Customer hereby acknowledges that CSC may use any means to safeguard the integrity of the system and the funds in the accounts. CSC is entitled to block the account, the system, or the accessibility thereto if it suspects attempts at fraud without any need to explain, notify or justify its actions.