

## Corporate Online Banking Application (B2B)

### Corporate Details

Company Name			
Account Number (Primary)			
Address	Street/Jada	Block	Building
Tel. Number	Mobile Number		
Fax Number	E-mail Address		

For the purpose of this agreement, the customer should submit the required information herein below:

### USER Details and Authorities

#### 1- User Details:

Name	Mobile Number	Civil ID Number	E-mail Address

#### 2- User's Role

Enquiry/ View only      Initiator      Reviewer      Authorizer      Sole Execution of Transactions

#### 3- permissions granted to user:

View of Accounts	International Transfers	Trade Portal
Transfers within the company's own accounts	Bill Payment	Bulk Payments
Transfers to any other account within AUB	POS/Payment Gateway Statement	Salary Transfers
Local Transfers		

#### 4- Limit per Transaction for User:

Transaction Limit: \_\_\_\_\_ KWD      Unlimited

#### 5 - Special Approving Instructions:

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All Accounts (Existing & New)	Specific Accounts:
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Name of the Authorized Signatory on Behalf of the company	I agree and acknowledge the above information. Signature:
<input type="text"/>	<input type="text"/>

\* I acknowledge the validity and take full responsibility for the above-mentioned data, including mandate for both the above-mentioned Authorizer and/or Initiator and/or Reviewer "as the case may be" and without any responsibility on Ahli United Bank.

- The customer acknowledges that he/she has received the final signed copy of the document relating to the product/service, and any annexes relating thereto.
- The customer acknowledges that the bank has advised him/her of all information concerning the product/service rendered to him/her, he/she has perused all terms and conditions relevant to the product/service and has entirely satisfied himself/herself of its conditions, he/she is well cognizant of the financial impact and the contractual obligation relevant thereto, including advantages, risks and details of prices and commissions and the fees relevant to the product/service, (v) possesses the legal capacity to abide by the aforementioned obligations.

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**Online Banking Terms and Conditions**

**Definitions**

For the purpose of these terms and conditions, unless otherwise expressly stated or the context requires, the following words and expressions shall have the following meanings:

- 1- "Account": any counts held by the customer with the Bank.
- 2- "Agent": a natural person and/or corporate body appointed by the Bank to provide any part of the service.
- 3- "Bank": Ahli United Bank and its directors, employees, agents and representatives.
- 4- "Banking Day": a day on which commercial banks in Kuwait are generally open and accept transactions and normal banking business, including without limitation, transfer of money.
- 5- "Beneficiary": the intended recipient of funds (whether a natural person or corporate body) as transferred by the Bank based on the online instructions of the Customer.
- 6- Customer: any natural or corporate body holds an account with the Bank.
- 7- Cut Off Time: the time established by the Bank from time to time where at which the Bank stops executing particular Transaction(s) of its daily banking operations post the designated time.
- 8- Financial Transaction: a transaction initiated by the User through the Service and results in a movement of the funds in any account.
- 9- Credentials: "username", "password" and any other credential information introduced by the Bank from time to time.
- 10- Username: such identification number/ name used for identifying the User when used in conjunction with "password".
- 11- Password: a set of secret alphanumeric characters which when used by the User along with the Username and the other credentials information, allows the User to access the Service (online banking) availed by the Bank.
- 12- Non-Financial Transactions: transaction initiated by the User through the Service that affect any account or any other business activities with the Bank however, it does not result in a movement of funds.
- 13- Online Instructions: the instructions implied in the Financial and Non-Financial Transactions given by the User to the Bank through the Service, which shall be deemed to have the same legal effect as if given directly from the Customer to the Bank.
- 14- Payment: a transfer of funds by the Bank from an account to a beneficiary pursuant to the User's Online Instructions.
- 15- Service: Corporate Online Banking service provided by the Bank to the Customer through the Internet, which is subject and regulated by these terms and conditions.
- 16- Transaction(s) Fee: charges of online banking services payable to the Bank with respect to various transactions conducted by the Customer.
- 17- Transaction(s): Financial Transactions and Non-Financial Transaction.
- 18- User: the Customer and/or his/her its nominated representative operating the Account.
- 19- Value Date: the date on which the funds pertaining to

Financial Transactions are transferred or made available to the Beneficiary.

- 20- Website: Ahli United bank's website where these terms and conditions are published (Website: <https://b2b.ahliunited.com.kw/MyB2B/>)

**Introduction:**

"Online Banking" is an internet-based services that allows the Customer to perform the Financial Transactions and Non-Financial Transactions. The Customer may register in the Service by filling out the respective application "Corporate Online Banking Application" and submitting it to the Bank or by such other means as the Bank may decide at the time of the application for the service.

**Provision of Service:**

The content and the available service as well as these terms and conditions are subject to change from time to time and the publication of any change on this Website shall be deemed as a sufficient notice to you and it is also understood that your access to the Website or your use of the Service shall constitute an unconditional consent from you to be bound by the changes. In any event, the Bank will notify the Customer in the manner that the Bank deems reasonably fit and of sufficient time prior to the effective date of any change on the Website. The Customer/User hereby acknowledges that the Bank may deny your access to the Website or suspend your use of the Service by providing a notice to the Customer sufficient time before taking any of the said actions. The Service is usually available for 24 hours, 7 days a week however, it may be interrupted from time to time for reasons beyond the Bank's control. It is also understood that the Service may be interrupted for any other reasons adopted by the Bank at its sole discretion for the unavailability of the Service and in such event, the Customer will be notified in the manner that is deemed reasonably fit to the Bank and with sufficient time before the effective date of the suspension of the Service. The Customer shall be liable towards the Bank and third parties for all actual damages and losses that may be resulted from the misuse of the Username or the Password by any third party (including the User) and accordingly, the Customer hereby undertakes to immediately indemnify the Bank for any respective losses or damages. The Website is in line with the best local practices standards and ensure the safety and confidentiality of your Online Instructions and Transactions.

**Submission of Information:**

We bring your kind attention that transmission of information by using the World Wide Web is susceptible to interception, hacking and monitoring and you accordingly hereby acknowledge that you fully understand the associated risks and you agree to assume all the risks pertaining to transmission of information through the World Wide Web. It is understood that the Bank shall not be liable for any losses of whatsoever nature that may arise out of the said transmission of the information. Notwithstanding of the foregoing, the Bank shall avail the required technology (encryption) and procedures which are

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deemed reasonable and necessary for ensuring that the information submitted to the Bank will not be hacked. The Bank shall hold all the information in strict confidence and not to disclose the same unless the disclosure is required by the judicial authorities and/or the competent regulatory authorities. The Bank may also disclose the information, at its sole discretion, to the specialized agencies and the relevant service providers for the purpose of developing and improving the service provided that they shall be legally bound to maintain the confidentiality of the information under their agreements with the Bank.

### General Terms and Conditions of Use:

1. The Customer hereby agrees, accepts and acknowledges that the first use of the Service by the User shall constitute an unconditional consent to be legally bound by these terms and conditions.
2. The Bank shall assume no liability for the losses, costs, damages or any obligation to refund that may arise out of the failure of the Customer and/or the User to properly identify the Beneficiary, nor liable for the non-performance of any instruction given through the Service if this non-performance is due to any reason not attributed to the Bank.
3. The Bank shall not be liable for the failure of its Agents to meet the Value Date due to time constraints, the time difference between regions or regional holidays, or for any other reason whatsoever.
4. The Bank shall have the right to reject or cancel any Transaction if it is found incomplete, inconsistent, incorrect or in breach of any laws and/or regulations.
5. Requests for fund transfer received prior to the Cut-off Time (11 am for Transactions in Kuwaiti Dinar, 12 noon for Transactions in other currencies) on a Banking Day, will be issued on the same day provided that the available balance in the Account shall sufficient to cover the Transaction Fee and the Transaction on the Value Date, the Customer will be notified in the manner that the Bank deems reasonably fit if the Transaction has not been carried out due to the insufficiency of the balance.
6. As for joint accounts, each holder of the account shall be liable for all the Transactions that may be conducted on the Account whether performed by himself, any other holder or any User.
7. The Customer shall identify each User in writing and address a letter to the Bank specifying the authorities of the User(s), each User will be provided separate access Credentials and the Customer shall be fully liable for all Transactions conducted by any User.

### Customer Responsibilities:

1. Obtain and maintain all the hardware and software required to access the website and to ensure that the browser in use supports 128-bit encryption.
2. Read and understand the information, recommendations and warnings available on and Corporate Online Banking Application (<https://b2b.ahliunited.com.kw/MyB2B>).
3. Keep the Credentials in a safe place for your personal use only and not to disclose the same to any third parties. You will be liable towards the Bank and third parties for all actual damages and losses that may be resulted from the misuse of the Credentials by any

third party (including the User) and accordingly, you hereby undertake to immediately indemnify the Bank for any respective losses or damages.

4. The Bank shall not be responsible for any cyber piracy over the Internet or any fraudulent activities resulted from the Customer's failure to maintain the confidentiality of the Credentials or to observe the respective precautionary measures.
5. Accessing to the Service by entering correct Credentials (Username and Password) by the Customer and/or the User shall be considered as a valid reason for the Bank to consider in good faith that the instructions have been issued by the Customer.
6. To notify the Bank in writing in case your Credentials were lost and in such event, you will remain responsible for all Transactions and the respective fees until the Bank receives your written notice.
7. To change the Password immediately, by using "Change Password" feature, if you suspect that it became known to any third party.
8. Not to permit unauthorized persons to use your Credentials to access and to conduct Transactions on the Website in your name.
9. To make sure that the information provided to the Bank, to the best of your knowledge, is true, correct and free from errors.
10. Indemnify and hold the Bank harmless against any actual damages, losses, expenses or fees (including professional fees on full indemnity basis) that may arise out of your performance of unauthorized acts, your negligence and/or your failure to strictly observe these terms and conditions or any instructions that may be published on the Website from time to time.
11. Not to engage in any activities that are contrary to any laws, Islamic Sharia's provisions, regulations and/or these terms and conditions.
12. Not to conduct your Transactions on shared or public computers.
13. To log out the Service when your transactions are completed and not to leave your computer unattended. You agree to solely bear all the consequences that may resulted from your failure to observe this procedure.

### Bank Obligations:

1. To maintain the Website in line with the best local practices and standards.
2. To ensure, as far as reasonably possible, the safety of your Online Instructions and Transactions,
3. To perform your Online Instructions received through the Website in accordance with our normal banking practices and procedures.

### Exclusions and Limitation of Liability:

1. The Bank expressly disclaims any warranties and representations of any kind with regard to the Website, including without limitation, any implied warranties of merchantability of the Website at the time of Customer's access and/or freedom from interruption.
2. It is understood that the Bank shall not be required to inquire the authority or the authenticity of any person transmitting the information on behalf of the Customer as entering of the Credentials (Username and Password) correctly shall be considered as a valid reason for the Bank to consider in good faith that the

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- instructions have been given by the Customer.
3. The Bank shall not be liable for any action taken, nor any delay or failure to take any action to the extent that taking such action, or such delay or failure arising out of causes beyond the reasonable control of the Bank.
  4. It is agreed upon that the Bank assumes no liability for any damages resulted from mechanical failure or break down in the communications or any force majeure event such as: power failure, natural disasters, security accidents and governmental acts.
  5. The maximum aggregate liability of the Bank towards the Customer with respect to the use of the Website or the Service, shall not exceed the amount of the Transaction(s) Fee paid on behalf of you during the year in which the liability arose. You agree that the Bank shall assume no liability for indirect or consequential losses, income or profits.

### Links to Services Provided by Third Parties:

For the purpose of providing a better service to the Customers, the Bank may place or put third parties' links on the Website to other sites or sources, the Bank hereby stress that your connection to these links or your reliance on their accuracy as to the content contained, is subject to the choice of the Customer and under its full responsibility without any liability upon the Bank. The Customer acknowledges and fully understands that the Bank does not have any control over these sites/sources and we accordingly cannot guarantee the availability of the same on the Website.

### Costs and Charges:

No current charges or fees are applicable for accessing and using the Website however, the Bank reserves the right to impose charges at any time. It is also understood that all the Transactions conducted through the Website will subject to the Transaction Fee applicable at the Bank which may be amended from time to time after your notification sufficient time prior to the effective date of any amendment.

### Recording of Transactions:

All Transactions will be recorded to guarantee the accurate execution of the Online Instructions issued by you. The recordings are considered as final confirmation for all Transactions conducted by you using the Service.

You may view a summary of these recordings when you log out the session.

It is understood that the Customer shall regularly review the records of his Transaction(s) and if he detects any unauthorized Transaction (without his knowledge and consent), he shall immediately communicate with our technical support team by e-mail: (kuwaitB2BTeam@AhliUnited.com)

### Copyright and Other Intellectual Property:

The copyright and all other intellectual property contained in the Website, including without limitation, all designs, text, sound recordings, images or links are owned, except as otherwise expressly stated, by the Bank and accordingly, they may not be reproduced, transmitted, published, performed, broadcast, stored, distributed, licensed, altered, hyperlinked, or otherwise used in whole or in part in any manner without obtaining the prior written consent of the Bank.

### Governing Law and Jurisdiction:

By accessing this Website and/or using the Service, you agree that such access and/or use, as well as these Terms and conditions, shall be governed by and construed in accordance with the laws of the State of Kuwait without prejudice the provisions of Islamic Sharia and you also irrevocably accept the jurisdiction of the Kuwaiti Courts or any other competent court selected by the Bank.

### Acceptance:

The Customer acknowledges that (i) the Bank has advised him/her of all the information concerning the product/service rendered to him/her. (ii) he/she has perused all terms and conditions pertaining to the product/ service and has entirely accepted the same. (iii) he/ she is well cognizant of the financial impacts and contractual obligations relevant thereto, including, advantages, risks, details of price, commissions and fees relevant to the product/service. (iv) he/ she possesses the legal capacity to abide by the afore-mentioned obligations.

The Customer hereby acknowledges that he/she has received the final signed copy of the document relating to the product/service and any related annexes. For inquires and assistance, please communicate with us by e-mail: (kuwaitB2BTeam@AhliUnited.com)

Authorized Signatory

Date

### For Bank Use Only

Signature Verification

Branch Manager I Signature Stamp

Date