

## 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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## Corporate Online Banking Application (B2B)

### Online Banking Terms and Conditions

#### Definitions

In these terms and conditions the following words and expression shall, except when otherwise expressly stated or the context otherwise requires, bear the following meanings:

1. "Account": any accounts held by the customer with the bank.
2. "Agent": a person with a natural or corporate appointed by the bank to provide any part of the service.
3. "Banking day": a day on which commercial banks in Kuwait are open, and transacting normal banking business including but not limited to the transfer of money.
4. "Beneficiary": the intended recipient of funds (whether a natural person or corporate body) as transferred by the bank upon the basis of the customers online instructions.
5. "Customer": any person, natural or corporate body, holding an account with the bank.
6. "Cut off time": the time established by the bank from time to time by which a particular type of transaction can be initiated and scheduled.
7. "Financial transaction": a transaction initiated by a user through use of "Online Banking" which result in a movement of funds in any account.
8. "Identification facilities": "username", "password" and any other identification facilities introduced by the bank from time to time.
9. "Username": such identification number/name used for identifying the user when used in conjunction with "password".
10. "Non-financial transactions": a transaction initiated by the user through "Online Banking" that affect any account or any other business activities with the bank but which does not result in a movement of funds.
11. "Online instruction": instructions included in a financial or non-financial transaction given by a user to the bank, which shall be deemed to have the same legal effect as if given in writing in accordance with the customer's mandate agreement with the bank.
12. "Password": a set of secret alphanumeric values which when used by the customer in conjunction with a "username" and any other identification facilities will allow the user access to "Online Banking".
13. "Payment": A transfer of funds by the bank from an account to a beneficiary pursuant to user's online instruction, by means of an online instruction.
14. "Service": means "Online Banking" Internet-based, secure electronic banking service.
15. "Service fee": Online Banking charges payable to the bank in respect of various transactions initiated by the customer.
16. "Transactions": both financial transactions and non-financial transactions.
17. "User": the customer and/or his/her /its nominated representative operating the account(s).
18. "Value date": the date on which the funds pertaining to a financial transaction or made available to the beneficiary.

#### Introduction and access

"Online Banking" is an Internet-based secured electronic banking service that allows a customer to perform financial and non-financial transactions, a customer may

register for the service by submitting to the bank a completed "Online Banking" application form or by such other means as the bank may direct at the time of application for the service.

#### Provisions of services to you

The content and service made available, as well as these terms and conditions, are subject to change without prior notice. Any such changes shall be published on this website. Your access to this website or any use of the Services after any changes have been made to the terms and conditions shall constitute your unconditional acceptance to be legally bound by such changes.

The bank may terminate your access to this website or your use of the service at any time without assigning any reason by providing a one-week notice in writing for the bank prior to the termination date.

"Online Banking" is usually available 24 hours a day, 7 days a week, but may be unavailable from time to time for routine maintenance and any other reasons beyond the control of the bank.

The customer shall be liable towards the bank and third parties for all actual damages and losses incurred resulting from the misuse of "username" or "password" by any third parties (including any user), and accordingly undertake to compensate the bank immediately for any losses or damages so caused.

The bank shall provide you with a website environment, which is in line with the best local practices and standards. Moreover, ensure the safety and confidentiality of your online instructions and transactions

#### Submission of information

Your attention is drawn to the fact that information transmitted using the World Wide Web is susceptible to interception, hacking and monitoring. You hereby acknowledge and understand the risk associated therewith, and further you hereby agree that you shall bear the risk of transmitting such information on the World Wide Web. Notwithstanding anything to the contrary contained herein, we shall not be liable for any losses of whatsoever nature and howsoever arising in respect of such transmission. However, the bank shall introduce such technology (encryption) and procedures, which we deemed reasonable and necessary, to ensure that information submitted to us can not be reasonably compromised.

All information submitted to and received by the bank using this website shall be deemed to be the sole property of the bank which shall be entitled to use such information for any purpose, ideas, concepts, know-how, or techniques.

#### General terms of usage:

1. The customer agrees, accepts, and acknowledges that the first use of the service by any user or constitutes the customer's acceptance and unconditional agreement to be legally bound by these Terms and Conditions.

## Corporate Online Banking Application (B2B)

2. The bank shall not be responsible for any liability, including but not limited to loss, cost or damages or immediate refund, which may arise from their failure to properly identify the beneficiary or for non-payment of any Online Instruction because of any loss, theft, misplacement, mistake, omission, destruction, or mutilation.
3. The bank shall accept no responsibility should any of its Agents fail 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 in the event of that Transaction being incomplete, inconsistent, and incorrect, or in breach of any statutory or regulatory legislation.
5. Requests for funds transfer received prior to the Cut-Off Time on a Banking Day will be issued on the same day. The available balance in the Account must be sufficient to cover the Transaction on its due date. The Bank is under no obligation to notify the customer if a Transaction cannot be processed due to insufficient funds in the Account.
6. For Joint Accounts, each of the joint signatories to the Account shall be responsible and liable for all Transactions that are made on the Account by himself, any other joint accountholders, or by any User.
7. For Commercial Accounts, the Customer shall nominate each User in writing, addressed to the Bank, specifying their individual access rights and privileges. Each User will have separate Identification Facilities. The Customer will be liable for all Transactions that are undertaken by any User.
7. Not permit unauthorized persons to use your Identification Facilities to access and conduct Transactions on the Website in your name.
8. Provide us with information which to the best of your knowledge is true, correct, and free from errors.
9. Indemnify and hold harmless the Bank against any actual damage, loss or expense, fees (including professional fees on a full indemnity basis) which may arise from your unauthorized, negligent, and or willful conduct as well as from your failure to comply with any provision of these Terms and Conditions, or to adhere to any instructions displayed on the Website from time to time.
10. Engage in activities that are not contrary to any laws, regulations, or these Terms and Conditions. and
11. Not to conduct your Transactions on shared or public computers. and
12. To log out of the Service when your Transactions are completed, and not to leave your computer unattended. All consequences of breaching this procedure shall be borne by you alone.

### The Bank shall:

1. Provide you with a Website environment that is in line with the best local practices and standards.
2. As far as reasonably possible ensure the safety and confidentiality of your Online Instructions and Transactions.
3. Not be expected nor required by you to inquire into the authority or authenticity of any person transmitting information either on or purportedly on your behalf. and
4. Perform your Online Instructions received through the Website in accordance with our normal banking practices and procedures.

### Responsibilities You undertake to:

1. Obtain and maintain all the hardware and software required to access the Website and ensure that the browser in use supports 128-bit encryption.
2. Read and understand the information, recommendations, and warnings available on the Website about security and your role therein.
3. Keep your Identification Facilities in a secure and safe place, make personal use of your Identification Facilities, and not disclose either of these to any third party. You will be liable towards the Bank and any third parties for all actual damages and losses incurred resulting from the misuse of your Identification Facilities by any third parties (including any User), and accordingly, you undertake to compensate the Bank immediately for any actual losses or damages so caused.
4. To protect the secrecy of your Identification Facilities and take all necessary steps to avoid its loss. Moreover, the Bank will not be held responsible for any inquiry or cyberpiracy on the Internet, or any other means leading to fraudulent activities on your Accounts.
5. To notify the Bank in writing in case your Password was lost. in such an instance, you remain responsible for all Transactions and liable to all fees incurred, until the Bank receives your written notice.
6. To change your Password immediately, use the «Change Password» function, if you suspect it has been known to any third party.

### Exclusions and Limitation of Liability

The Bank's Website (including all information and materials contained thereon) stipulates the following:  
 The Bank:

1. Does not provide any warranties and representations regarding the Website,
2. Expressly disclaims all warranties and representations of any kind with regard to the Website, including, but not limited to any implied warranties of merchantability, non-infringement of third party rights, freedom from interruption, freedom from viruses or other harmful code, or fitness for a particular purpose,
3. Does not warrant the accuracy, adequacy, or completeness of the information and materials contained on the Website and expressly disclaims all liability for errors or omissions in the materials and information.
4. Shall not be liable for any action taken, or any delay or failure to take any action to the extent that the taking of such action, or such delay or failure, arises out of causes beyond our reasonable control.
5. Shall not be responsible for any damages resulting from the mechanical failure or the breakdown of online banking communications or any emergency cases such as power failure, closing days, natural disasters, security accidents, government emergency actions, or any virus-induced to the Internet.



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6. Shall not be liable under any circumstances whatsoever for any damages, including without limitation direct or indirect, consequential, incidental, special, punitive or exemplary arising out of any use of or inability to use the Website, the Service, or any parts of either of these, regardless of whether we have been appraised of the likelihood of such damages occurring and regardless of the form of action, whether in contract, negligence, strict liability, or otherwise.
7. The Bank shall not also be held liable to you as a result of:
- Any technical, factual, textual, or typographical inaccuracies, errors, or omissions on or relating to our site or any information on our site.
  - The unavailability of our Website (or any part of it) or the Service (or any part of it).
  - Any delay in providing, or failure to provide or make available, in whole or in part, the Service or any negligent provision thereof. or
  - Any misrepresentation on or relating to our Website, or the Service.
  - Our maximum liability to you in respect of your use of our Website or any use of the Service will be the amount of any charges or fees paid on your behalf during the year in which the liability arose. You agree that we shall have no liability for indirect or consequential losses, loss of data, income or profits, or damages for loss of or property damage.
  - You agree that each of these limitations is reasonable having regard to the nature of our Website.
  - Each of the above exclusions or limitations shall be construed as a separate and severable provision of these Terms and Conditions.

### Costs and Fee Charges

At this time, there is no charge or fee levied for access to, and use of the Website, although the Bank reserves the right to introduce the seat at any time. However, Transactions that you perform using the Website will be charged in accordance with the Bank's standard fees and charges. You consent to all such fees and costs being debited to your Account. The Bank reserves the right to modify and make changes to these charges upon notification to you via our contacts.

### Recording Of Activity

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 of the session.

### Copyright and Other Intellectual Property:

The copyright and all other intellectual property contained in this website, including, but not limited to all design, text, sound recordings, images, or links are owned, except as otherwise expressly stated, by the Bank. As such, they may not be reproduced, transmitted, published, performed, broadcast, stored, adapted, distributed, displayed, licensed, altered, hyperlinked, or otherwise used in whole or in part in any manner without 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 Kuwait, and when you irrevocably accept the jurisdiction of the Kuwaiti courts or any other competent court selected by the Bank in conformity with the Islamic Shariah Provisions.

### Acceptance

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

Authorized Signatory:

Date:

### For Bank Use Only

Signature Verification:

Branch Manager Signature Stamp:

Date: