

I/WE have read the following and shall be defined herein as (the “Customer”);

1. By registering to use this Portal to avail of the Services made available by the Supplier, the Customer shall be deemed to have carefully read, understood and accepted these terms and conditions, and agrees and undertakes as follows (“Undertaking”). This Undertaking shall apply to the Customer’s access to the Platform.
2. The following expressions shall have the meanings hereby assigned to them:

Account	Means the current account or savings account which the Customer has with the Bank.
Applicable Laws	Means any applicable local or international laws, statutes, rules, regulations, orders, judgements, decisions, recommendations, rules, policies or guidelines passed or issued by a government or any competent court or authority which are applicable to the Services in Europe or the Kingdom of Bahrain (including in relation to processing personal data, cybersecurity, money laundering, counter-terrorist financing, payment systems, etc.).
Bank	Means Ahli United Bank B.S.C. (and where necessary its Affiliates).
SME Support Hub/Portal	Means the AUB electronic system or platform to which access may take place through the Gateway <a href="https://www.ahliunited.com/altajer">https://www.ahliunited.com/altajer</a> or any access point or medium notified by the Bank from time to time.
Services	Means all electronic banking or related services supplied or accessed via the AUB SME Online Support Hub/Portal and ancillary services that the Bank provides, procures or makes available to Supplier from time to time, as further described in this Undertaking.
Supplier	Means a service provider granted access by the Bank to the AUB SME Support Hub/Portal and availing of the Services in accordance with the Terms and Conditions.

### 3. Use of the Services

3.1 The Customer understands and acknowledges that the Bank has no duties, obligations or liabilities (fiduciary or otherwise) to the Customer beyond those expressly stated herein which are of a mechanical and administrative nature in facilitating access to the SME Support Hub/Portal and no other duties or liabilities shall be implied.

3.2 The Bank shall have no obligation or liability to monitor or verify the Services utilized by the Customer from the Supplier through the Platform. While the Bank retains the right to request any information from the Customer or Supplier which is deemed relevant, the Bank is not obliged to review or authenticate the adequacy, accuracy or completeness of any information available on the Platform.

Ahli United Bank (B.S.C.)

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Incorporated with the Limited Liability by Decree from HH The Amir of State of Bahrain,  
Commercial Registration Number 46348

"Licensed as a conventional retail bank by the CBB"

البنك الأهلي المتحد (ش.م.ب.)

المكتب الرئيسي:

مبنى ٢٤٩٥ طريق ٢٨٣٢ ضاحية السيف ٤٢٨

ص. ب. : ٢٤٢٤، المنامة، مملكة البحرين

هاتف : ١٧٥٨٥٨٥٨ (+٩٧٣)

فاكس : ١٧٥٨٠٥٦٩ (+٩٧٣)

info@ahliunited.com

[www.ahliunited.com](http://www.ahliunited.com)

تأسس بموجب مرسوم أميري من صاحب السمو أمير دولة البحرين بضمن محدود،  
رقم السجل التجاري: ٤٦٣٤٨  
"مصرف كمصرف تقليدي قطاع زخنة من قبل مصرف البحرين المركزي"

- 3.3 Upon the Customer's registration on the Platform, the Customer acknowledges and accepts that the Customer is entering into a direct relationship with the Supplier solely and the Supplier shall be responsible for all Services accessed and utilized by the Customer and that the Supplier shall assume all risks arising from misunderstanding, errors, risks of actions issued by fraudulent methods and/or by any unauthorized parties, defected, fraudulent or incomplete service provided to the Customers and any other issue arising between the Supplier and the Customer in the occasion of providing the Services, whether due to a mistake, criminal action or any other reason whatsoever (together "Issues").
- 3.4 The Customer hereby releases and discharges the Bank from any liability, loss or expenses arising from any such Issues, on the account of the Customer, the Supplier or any authorized or unauthorized person acting on their behalf. The Customer undertakes to indemnify the Bank, (including its officers, employees, agents and representatives) for all the actions, damages, expenses, claims and losses that may be incurred or arising in relation to the Customers use of the Supplier's Services.
- 3.5 The Customer accepts all risks of misunderstanding and errors and the risk of instructions being given fraudulently and/ or by any unauthorized parties and agrees that the Bank shall not be responsible for any loss, liability or expense that may result from such fraud, misunderstanding, error and/ or unauthorized instructions. The Customer hereby undertakes to indemnify the Bank, its offices, employees, agents and representatives from and against all actions, proceedings, damages, costs, claims, demands, expenses and losses which the Bank may suffer, incur or sustain by reason of the Bank allowing the Customer to access the Platform.
- 3.6 The Customer undertakes and agrees to use the Services and the SME Support Hub/Portal carefully, in accordance with the Applicable Laws, and that it will be responsible for maintaining the security, confidentiality and integrity of its access to the Platform.
- 3.7 The Customer undertakes and agrees to be responsible for maintenance and follow up of any software (except for any Software supplied by the Bank) and hardware used for access to the AUB SME Support Hub/Portal and use thereof and shall ensure that the Software and hardware shall not be exposed to any security breaches or compromised information and shall not cause damage or destruction to the AUB SME Support Hub/Portal in any way.
- 3.8 The Customer hereby understands and acknowledges that its registration on the SME Support Hub/Portal shall be deemed an automatic authorization and instruction to the Bank to process the Customer's information (including personal data) transfer the Customer's information to the the Supplier (or share it with any relevant third party) as required to enable the Customer to utilize the Services. The Customer understands that it should not be registered on the SME

Support Hub/Portal if it does not agree to have its personal data to be processed and hereby explicitly waives any rights to any claim against the Bank for any losses, costs or damages resulting from or relating to the Bank's processing of any personal data or Customer information to the Supplier or Platform.

- 3.9 The Customer understands and accepts that Bank may in its sole discretion disclose any information to the concerned third parties with a view to developing and improving the performance of its Services, for security purposes, for promotional purposes, etc.
- 3.10 The Bank shall process any Customer information on a confidential basis, but this shall not prevent the Bank from disclosing to any information to any official authorities as required by the Applicable Laws.
- 3.11 Any terms, conditions, fees, charges, expenses which are applicable pursuant to the Bank's Banking Terms and Conditions (as amended from time to time), which may be accessed on [www.ahliunited.com](http://www.ahliunited.com), shall be deemed to be applicable to the Customer's use of the SME Support Hub/Portal. The Customer agrees, accepts and authorizes the Bank to debit the Account of all fees, charges and expenses arising from its use of the SME Support Hub/Portal. If the Customer does not accept the increase that may occur on the fees or the introduction of new fees, the Customer retains the option of terminating the relationship within thirty (30) days of the application of charges. If the Customer does not terminate the relationship within this period, the charge will be deemed to be accepted by the Customer.
- 3.12 The Customer understands that the Supplier may levy charges as specified in any terms and conditions applicable to the Services made available to the Customer, in addition to the Bank's applicable fees or charges. Any fees or charges imposed by the Bank shall be exclusive of any value added tax (VAT) or similar tax which may be included in the rate, levied or payable at the prevailing rate as applicable or in relation to any such fees or charge in any jurisdiction.
- 3.13 The Customer agrees and understands that:
- (a) It is solely responsible for reading and understanding any agreements with the Supplier before using the Services through the SME Support Hub/Portal;
  - (b) It shall always be held fully liable for all transactions executed on the SME Support Hub/Portal and it accepts that the Bank's record of these transactions is final and binding for all purposes and waives any right to contest or dispute the correctness of such records; and
  - (c) The Bank shall not be responsible for the provision of any operational support or assistance pertaining to any Services.

- 3.14 It is hereby understood and agreed by the Customer that the Bank shall not be liable in any way for any losses, damages, whether direct or indirect, consequential or criminal or special or the damages arising (including but not limited to loss of profit, loss of data, loss of service use, business interruption, loss of reputation or goodwill, alternative service cost of any close related to the interruption or service) in relation to its use of the Services on the SME Support Hub/Portal, which includes and shall not be limited to:
- (a) The performance or non-performance of any SME Support Hub/Portal which may affect the use of the Services on the platform;
  - (b) Any faults, oversight, delay, faulty or interruption of equipment, wrong operating or events of inadequate operation of the SME Support Hub/Portal;
  - (c) Any loss, damages or destruction caused as a result of using the Services on the Platform, unless directly attributable to the Bank's fraudulent or willful misconduct;
- or
- (a) any support or assistance required by the Customer in relation to its use of the SME Support Hub/Portal which are not provided directly by the Bank.
4. The Customer understands that upon registration for the Services on the SME Support Hub/Portal, the Supplier shall be directly responsible for all Services accessed and utilized by the Customer. Nothing contained in this Undertaking or made available on the SME Support Hub/Portal or any other related document shall constitute or may be construed so as to constitute a partnership or an agency relationship between the Bank and Supplier or the Bank and the Customer.
5. This Undertaking shall be governed by and construed in accordance with the laws of the Kingdom of Bahrain and the Customer hereby undertakes to be subject to the non-exclusive jurisdiction of the courts of the Kingdom of Bahrain in relation to any dispute arising out of or in connection with this Undertaking or its use of the SME Support Hub/Portal.