

iReceivables terms and conditions

1 In these terms and conditions:

Contract means an agreement between Bapco and a Customer for the supply of goods and services from Bapco to Customer.

Portal means the iReceivables Portal established and maintained by Bapco to facilitate Customer registration and the entry into and subsequent management (including invoicing) of Contracts.

Portal User has the meaning given in paragraph 7 below.

Customer means each party registered on the Portal as a purchaser of goods and services from Bapco.

2 Access to and use of the Portal is provided subject to these terms and conditions. Any use of the Portal constitutes immediate acceptance of these terms and conditions.

3 Bapco has invested in the Portal to provide a free, convenient way for Customers to operate their Bapco accounts. Bapco may, however, cease to provide the Portal at any time, without any liability.

4 Bapco does not warrant that the Portal functions will be uninterrupted or error free, that defects will be corrected or that the Portal or the server that makes it available are free of viruses or bugs. The Portal will generally be available 24/7 but may be taken offline periodically for maintenance purposes. Bapco has in place industry-standard levels of information technology security and human resource policies to ensure that unauthorised third parties cannot gain access to the Portal and that the information entered into to the Portal remains secure.

5 The Customer must register on the Portal.

6 Mandatory information to be entered on the Portal by the Customer is:

- (a) Customer's name, account number and contact email address.
- (b) Any other information which Bapco reasonably requires for the purposes of administering the Contract.

7 The Customer will nominate as **Portal Users an authourised officer**:

- (a) Who will be responsible for ensuring the Customer's compliance with these terms and conditions;
- (b) With full access to view and amend information entered into the Portal;

and will ensure that only persons with sufficient authority and skills are nominated as the authorised officer.

8 The Customer must:

- (a) read and follow the instructions found in the **iReceivables User Guide** available on the Portal;
- (b) ensure that the login details and password of each Portal User remain secure and are not disclosed to anyone other than the person to whom they were issued;
- (c) ensure that each Portal User:
 - (i) chooses a password of sufficient complexity and length to maintain the security of the information entered into the Portal;

- (ii) does not write down password information;
 - (iii) changes the password if s/he suspects someone else has come to know it;
 - (iv) logs out of the Portal when not using it;
 - (v) preserves the confidentiality of the data in the Portal and only uses and discloses it in connection with the management of the Customer's account with Bapco as authorised by the Customer; and
 - (vi) completes any mandatory user training offered by Bapco to Portal Users from time to time;
- (d) notify Bapco immediately if any Portal User stops being able to perform the designated function, ceases to have a business need to access the Customer's data on the Portal or otherwise ceases to be contracted to or employed by the Customer, and promptly deactivate such Portal User's user ID;
- (e) have in place industry-standard levels of information technology security (including multi-factor authentication for access to confidential information from an untrusted network and for privileged access to information systems) and human resource policies to ensure that unauthorised third parties cannot gain access to the Portal and that the information entered into the Portal remains secure;
- (f) use the Portal only for lawful purposes and in a way that does not infringe the rights of, or restrict or inhibit the use of the Portal by, any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful or which may deny the contents of the Portal for lawful use; and
- (g) not copy, store in any medium (including in any other digital format), distribute, send, re-send, broadcast, modify or show in public any part of the Portal without Bapco's prior written permission.
- 9 The Customer shall be liable to Bapco against any loss or damage incurred by it as a result of any breach of these iReceivables terms and conditions due to negligence or deliberate acts of the Customer or its employees, agents, contractors or sub-contractors including a failure by the Customer to maintain appropriate levels of information technology security, and vice-versa Bapco shall have the same liability towards the Customer.
- 10 The Customer is responsible for keeping up to date and ensuring the accuracy of the information it enters into the Portal. Any required changes to such information must be made as soon as is reasonably possible. Bapco will not be liable for any apparent breach of this iReceivables terms and conditions arising from the Customer's failure to comply with this.
- 11 As a security measure Bapco will notify the relevant Portal User by email each time the user logs into the Portal and each time the user enters or makes any changes to the Customer Portal data. It

- remains the Customer's responsibility to ensure that the relevant email inboxes are monitored and promptly to bring to Bapco's attention any discrepancies.
- 12 Any failure by the Customer to adhere to these terms and conditions will result in the cancellation of the Customer's Portal registration .
 - 13 All rights, including copyright and database right, in the Portal and its contents, are owned by or licensed to Bapco, or otherwise used as permitted by applicable law.
 - 14 This site and the information, names, images, pictures, logos and icons regarding or relating to Bapco, or to any third-party products or services, are provided 'as is', without any implied warranties or endorsements.
 - 15 Both Bapco and the Customer will not be liable for any losses, damages and/or other costs and expenses under or in connection with the use of the Portal whether arising in contract, tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or indirect loss of any nature suffered or alleged.
 - 16 These terms and conditions are governed by the laws of the Kingdom of Bahrain. Any controversy or claim arising out of or relating to these terms and conditions, or the breach thereof, will be determined by arbitration administered by the Bahrain Chamber for Dispute Resolution in accordance with its Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Manama, Bahrain. The language of the arbitration will be English.