

In this Agreement, “**we**”, “**us**”, “**our**”, “**NBVI**” or the “**Bank**” means National Bank of the Virgin Islands Limited, and “**you**”, “**your**” or “**yours**” means each account holder, product owner and/or service user.

“**Electronic Communication**” means any communication by telephone, website, email, automated message system, or any other method of electronic telecommunication or electronic transmission.

This Electronic Communication Agreement (the “**Agreement**”), as amended from time to time, provides for the facilitation of electronic communications with you, in lieu of communication in writing or print form. The Agreement covers any account, product, or service you have with us now and any time in the future. This includes, but is not limited to, deposit accounts, chequing accounts, loans, and any other services.

Please read this Agreement carefully and retain a copy for your records.

By accessing the Bank’s website and/or using the online services, you agree to be bound by the terms and conditions outlined in this Agreement. If you do not accept any of these terms or conditions, you must immediately discontinue your use of NBVI’s website and/or online services.

Headers

Headers used in this Agreement are for convenience only. Headers do not form part of the Agreement and will be wholly disregarded in construing this Agreement.

Governing Law and Jurisdiction

This document constitutes the entire Agreement between you and the Bank and shall be governed by the laws of the Virgin Islands. Disputes arising from this Agreement shall be referred to the exclusive jurisdiction of the courts of the Virgin Islands, or competent Tribunal.

Legal Framework

- [Electronic Transactions Act, 2021](#)

The laws of the Virgin Islands require the Bank to provide certain information to you in writing. Pursuant to Section 7(1)(a) and (b) of the Electronic Transactions Act, 2021 (the “Act”), we may provide such information to you electronically. In certain circumstances and upon request, the Bank may still send you paper communications as outlined below (Obtaining Copies of Electronic Communications).

- [Data Protection Act, 2021](#)

Pursuant to the Data Protection Act, 2021, you agree that the Bank may collect, use, disclose, transfer, process, and share certain information, about you, collected during your business relationship with NBVI. The Act provides for the sharing of data with and without your express consent. The Bank shall be guided by the law and seek your consent, if required, to disclose your information to a third party.

Types of Electronic Information

You understand and agree that we may provide information to you in electronic format only, by posting the information on the Bank’s website, social media pages, ATMs, mobile applications when available, sending you an email (if applicable and if you have provided a valid email address), or any other electronic means. You agree that once the Bank emails and/or posts the information on its website or other appropriate electronic channels, said information shall be deemed as having been delivered to you. “Information” may include, but is not limited to:

- The Bank’s Internet Banking Terms and Conditions and other service or user agreements accessible via our website or other electronic means.
- Notices and other communications regarding transactions you make through our website or other electronic channels.
- Statements, disclosures, or notices that may be required by Virgin Islands law and regulations.
- Notices to shareholders and customers, and prospectuses.
- Any notice or disclosure regarding an account, product, or service fee, such as a late fee, an overdraft fee, an overlimit fee, a fee for a draft, a returned cheque or declined electronic debit for any reason, such as insufficient funds or a fee from a stop payment order.
- Any notice of the addition of new terms and conditions or the deletion or amendment of existing terms and conditions.
- Online Banking security advisories.

- Our Privacy Policy.
- Certain information or forms that the Bank may request from you and ask you to submit electronically.

Communication Preferences

Pursuant to section 5(1)(a) of the Act, there is no requirement for you to use or accept electronic communications. However, the Bank shall only provide information in print form, upon request. For some products and services, you may be able to set preferences (both electronic and print forms, print form only, or electronic form only) for receiving information from us. However, that option may not be available for all products, accounts, or services. You may contact our Customer Service Unit via our published numbers or email regarding communication preferences.

Hardware and Software Requirements

You will need a computing device (computer, smart phone) and internet connection to access the Bank's online services. Your Internet Service Provider may charge fees for internet access; you are responsible for these charges.

For Digital Banking, you will require specific software that provides a secure way to validate your transaction(s). Mobile access will require an Android or iOS operating system. Information provided within our website is provided in HTML, PDF, or Excel formats. For information provided in PDF format, Adobe Reader is required - A free copy of Adobe Reader may be obtained from the Adobe website at - <https://get.adobe.com/reader/>.

To print or download information, you must have a printer connected to your device or sufficient hard drive space or other device for storing the information. The Bank shall notify you of changes to our hardware or software requirements that may affect your ability to access or retain electronic documents.

Updating Contact Information

You agree to provide us with an accurate email address, physical address, and other contact information. You are responsible for promptly notifying the Bank of any changes to your contact information and updating the same on the Bank's platforms, where that option is available. If you fail to update your email address or other contact information, you understand and agree that information shall be deemed to have been provided to you if they were emailed to your address on our records, made available on our website, or delivered through other electronic means. To ensure that you receive your regular account statements without interruption, you shall notify the Bank of any changes to your contact details at least ten (10) business days prior to the end of your normal statement cycle.

Obtaining Copies of Electronic Communications

You may print or make a copy of documents by using the "Print" button or other print functions of your device or saving a copy. You may request a paper copy of documents by contacting NBVI's Customer Services Unit. However, we may charge fees for paper copies of documents that are readily available online. You should also note that the Bank is not obligated to hold records for a longer period than is required by law. Be sure to specify your account, service, or product identification number, as applicable, of the specific document for which you are requesting a paper copy, and the address to which it should be forwarded or couriered.

Where possible, you will be notified in advance of the cost to mail or courier documents to you. Unless the Bank explicitly agrees to waive this cost, the amount shall be deducted from the related account, or other account if so instructed.

Record Retention

You agree that NBVI shall maintain an electronic or paper record of your communications with us. The Bank's record of your communication will be binding on you in a dispute, including any legal proceedings, unless you provide clear proof that the Bank's record is inaccurate or incomplete.

Severability

You agree that in the event that any provision of this Agreement is held to be invalid or unenforceable by a court or tribunal of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect.

Amendments to this Agreement

You agree that NBVI can discontinue the provision of electronic communications or change the methods of delivery under this Agreement from time to time, and in its sole discretion. NBVI shall notify you of any changes to its methods of communication.

Acceptance of Agreement

You agree to be bound by the terms and conditions of this Electronic Communication Agreement. Your use of any NBVI electronic banking channel indicates both your acknowledgment and acceptance of the terms and conditions set forth in this Agreement.

Termination of Agreement

This Agreement shall remain in effect until you notify the Bank in writing that you want to cancel it. However, if you choose to terminate this Agreement, access to, and/or delivery of some products and/or services may be adversely affected. We shall inform you about any changes to our business relationship resulting from your decision to terminate this Agreement.