

IMPORTANT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY USING THIS WEBSITE, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS AND USE OF THIS WEBSITE.

***By using this website, you affirm that you are at least eighteen (18) years of age and have the legal capacity to enter into and be bound by these Terms and Conditions.***

## Headers

Headers used in these Terms and Conditions are for convenience and ease of reference only and have no legal or contractual effect. Headers shall be wholly disregarded in construing these Terms and Conditions.

## Governing Law and Jurisdiction

The information provided on this website has been prepared under the laws of the Virgin Islands and is for the supply of products and services in the Virgin Islands only. These Terms and Conditions and all related matters shall be governed by and are to be construed in accordance with the laws of the Virgin Islands.

Disputes relating to the Bank's website shall be referred to the exclusive jurisdiction of the courts of the Virgin Islands, or competent Tribunal.

## Ownership

The website [www.nationalbank.vg](http://www.nationalbank.vg) (the "Site") is owned and operated by the National Bank of the Virgin Islands ("NBVI", the "Bank", "us", "we" or "our"). The Terms and Conditions together with any other document incorporated herein, governs access and use of this Site. Throughout these Terms and Conditions, "you" and "your" means the natural person accessing and/or using the Bank's website.

## Copyright and Trademark Notices

Except as otherwise expressly stated herein, the copyright and all other intellectual property in our website, including, but not limited to, all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork, and computer code (collectively, "Content"), are the property of NBVI and/or our third-party content providers. As such, they may not be reproduced, transmitted, published, broadcast, stored, adapted, distributed, displayed, licensed, altered or otherwise used in whole or in part in any manner without the prior written consent of the Bank or relevant third parties identified in this website.

Moreover, your access to this website and/or use of our online services should not be construed as granting, by implication or otherwise, any licence or right to use any trademarks, service marks or logos appearing on the website, without the prior written consent of NBVI or any relevant third-party content provider. Save and except with NBVI's prior written consent, no such trademark, service mark or logo may be used as a hyperlink or to mark any hyperlink to any other site.

You, however, may copy, print, download or temporarily store extracts from our Site for your personal use, provided you do not delete or change any content or service marks.

## Linked Websites

For your convenience, our Site may contain links to third-party websites. Such linked websites are not under the control of NBVI, and the Bank cannot accept responsibility for the contents of or the consequences of accessing any linked website or any link contained in a linked website. Furthermore, the links provided in this website shall not be considered or construed as an endorsement or verification of such linked websites or the contents therein by NBVI. You agree that your access to and/or use of such linked websites is entirely at your own risk and subject to the terms and conditions of access and/or use contained therein.

## Privacy and Information Security

The Bank's Privacy Policy sets out how we collect, use, disclose, process, and manage personal data and information collected from or about you when you visit the Site. It is an integral part of these website Terms and Conditions.

In order to maintain the security of our systems, protect our staff and detect fraud and other crimes, we reserve the right to monitor all electronic communications passing through our systems including telephone, website, and email communications.

## Access Security

You may require Sign-in credentials (username, Personal Identification Number (PIN), password or other security and authentication controls) to access certain features of the Site, your account, or other services. However, you recognise and agree that despite these controls, information transmitted over the Internet, including email, is subject to potential unlawful access and is never completely private and secure. You agree to keep your username, password, PIN or any other security and authentication information confidential, and to notify us immediately of any unauthorized access to or use of your username, password, PIN, or other identifier.

We reserve the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time at our sole discretion for any reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

## Contact Forms and Email

We strive to protect the security of all information and material provided to us. If you choose to provide information via the electronic forms built into our Site, as previously stated, information transmitted over the Internet is subject to potential unlawful access or monitoring. You accept that NBVI shall not be held liable for any loss, or damage suffered by you as a result of unlawful activities, as the Bank cannot prevent such behaviour. All information provided to us when you use our website is subject to the Bank's Privacy Policy and its Telephone, Email and Electronic Banking Agreement.

## Restrictions on Use

When accessing and/or using NBVI's website, you agree not to:

- a. Misrepresent your identity in any way, including by impersonating the Bank or its staff.
- b. Use the website to abuse, defame, harass, threaten, or otherwise violate the legal rights of others in any manner or form, including via email or the comments section.
- c. Violate or attempt to violate the security of this Site, send, or otherwise transmit any material that may cause harm or delays to this Site. Any such violations may result in legal actions against you. We may investigate any suspected violation and, if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations.
- d. Use the website in any manner that could disable, overburden, damage, or impair the Site and interfere with any other party's use of the website, including their ability to engage in real time activities or to access certain services and resources.
- e. Attempt to gain unauthorised access to, interfere with, damage, or disrupt any part of the website, the server on which the website is stored, or any server, computer or database connected to the website.
- f. Send or transmit to or through this Site, any unlawful, infringing, harmful, or otherwise objectionable material of any kind.
- g. Send or otherwise transmit to or through this Site, chain letters, unsolicited messages, "spamming" or "phishing" messages, or messages marketing or advertising goods and services.
- h. Disregard these Terms and Conditions or provide instructions to another to do so.

## General Information and Calculators

This website provides general information and does not consider any user's individual or specific circumstances. Information contained herein, is not intended to be specific investment, financial, accounting, legal or tax advice for any person. You agree that you shall not rely on Site information as such advice. You should obtain independent professional legal and/or financial advice before making any investment decision.

Calculators provided on this Site are to be used as a guide only. Moreover, the accuracy of your calculations is based on the accuracy and completeness of the data you have entered and may not reflect actual results. Online calculators are not intended to replace internal business processes for evaluating any proposed transactions. You should contact a Bank representative to obtain accurate calculations.

## User's Liability to NBVI

The user shall be liable to NBVI for any liabilities, losses or expenses incurred by the Bank as a result of any breach by the user of these Terms and Conditions.

### **Disclaimer and Limitation of Liability**

The use of this Site and other online services is entirely at your own risk. While NBVI has taken reasonable steps to ensure the accuracy and completeness of the content of the Site, all content is provided in good faith on an “as is”, “as available” basis. NBVI does not warrant the truth, accuracy, adequacy, completeness or reasonableness of the information and materials contained in or accessed through this website and expressly disclaims liability for any errors in, or omissions from, such information and materials.

Except where prohibited by law, the Bank shall not be liable for losses or costs caused by abnormal and unforeseeable circumstances outside our reasonable control. Additionally, the Bank shall not be liable to you or any other party for any damages, losses, expenses, or costs whatsoever (including without limitation, any direct, indirect, special, incidental, or consequential damages, loss of profits, opportunities, or data), arising in connection with your use or inability to use this website, or your reliance on any information, materials or online services provided on this website.

While we take every care to ensure that the standard of the Site remains high and to maintain its integrity and availability, under no circumstances shall NBVI be liable for performance, system, server or connection failures, errors, omissions, security breaches, viruses, malicious codes, corruption, transmission error or unavailability of access to the website and/or online services.

NBVI shall not be liable for any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as telecommunication and internet service providers, electricity supplier, or any event over which the Bank has no direct control.

### **Indemnification**

You agree to release, indemnify, and hold the Bank harmless from and against all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses, disbursements of any kind or nature whatsoever, that may be imposed upon, incurred by, or served against the Bank by reason of actions taken pursuant to your access and/or use of this Site.

### **Severability**

You agree that if any provision of these Terms and Conditions is found to be unlawful, invalid, void or for any reason unenforceable by a court of competent jurisdiction, this will have no effect on the validity and enforceability of the remaining Terms and Conditions.

### **Waiver of Rights**

No failure or delay by NBVI to exercise or enforce any right or provision of these Terms and Conditions shall be construed as a waiver of such right or provision or prejudice the Bank’s right to take subsequent action against the user. No waiver by the Bank of any provision of these Terms and Conditions shall be binding except as set forth in writing and signed by NBVI’s duly authorized representative(s).

### **Conflicts with other documents**

This website may contain other policies and documents. Except for provisions or agreements that are specific to an Account, product, or service, if there is a conflict with any provision contained in these Terms and Conditions and the provisions of any other document, these Terms and Conditions will take precedence.

### **Changes to the Terms and Conditions**

NBVI reserves the right, at its sole discretion and without prior notice, to alter the entire website and any of the Terms and Conditions (whether contained in these Terms and Conditions, our Privacy Policy, or any other linked document), at any time and without prior notice to you. It is your ongoing responsibility to check these Terms and Conditions each time that this Site is visited. Your continued use of the Site will indicate acceptance of the Terms and Conditions published at the time of your visit to this Site.