

E-Banking Application Form

Account Details

ACCOUNT NAME:

ACCOUNT NUMBER:

ACCOUNT TYPE: PERSONAL CORPORATE

ADDRESS:

CITY:

STATE:

COUNTRY:

User Login Details

Enter a single user login for personal accounts or corporate accounts. The primary user will be assigned with an Administrator Access Level with the possibility to create additional users.

Email:

Phone Number:

E-Banking User Agreement

Terms of Services

Blue Bank International N.V. (herein after “BBI”) e-banking provides internet access to registered users account information. By using BBI e-banking, you agree to be legally bound by this BBI e-banking User Agreement (the “User Agreement”) and BBI Bank Terms of Service. If you do not agree to this User Agreement please do not use BBI e-banking. We reserve the right, at our discretion to change, modify, add, or remove portions of this User Agreement at any time. Please check these terms periodically for changes. Your continued use of BBI e-banking following the posting of changes to these terms will mean you accept those changes. You can always check out the most current version of the Agreement on this page.

General Terms of Service and Restrictions on the Use of Materials.

If you do not comply with the User Agreement at any time, BBI reserves the right to terminate your account and your access to BBI e-banking. BBI Bank may discontinue or alter any aspect of BBI e-banking, including, but not limited to:

- (i) restricting the time BBI e-banking is available
- (ii) restricting the amount of use restricted, and
- (iii) restricting or terminating any user’s right to use to use BBI e-banking, at BBI Bank’s sole discretion and without prior notice or liability.

You are responsible for all charges associated with connecting to BBI e-banking through an available access number. You are also responsible for obtaining or providing all access lines, telephone and computer equipment (including modem) or other device, necessary to connect to BBI e-banking.

In order to permit BBI Bank to protect its reputation, employees, affiliates, partners, stakeholders, members and the quality of its products and services, you hereby consent to BBI Bank Support Group, being able to access your account and records on a case by case basis to investigate complaints or allegations of fraud or illegal or misleading activity, or abuse. BBI Bank shall not disclose the existence or occurrence of such an investigation unless required by law.

You acknowledge that BBI e-banking contains information, software, test, graphics, music, sounds or other material (collectively “Content”) that are protected by copyrights, patents, trademarks, trade secrets or other proprietary rights., and that these rights are valid and protected in all forms, media and technologies existing now or here after developed. All Content is copyrighted as a collective work under the copyright laws and BBI Bank owns a copyright in the selection, coordination, arrangement and enhancement of such Content. The BBI name and logo are trademarks of BBI Bank. All other trademarks appearing on BBI e-banking are trademarks of their respective owners; BBI’s partners may also have additional proprietary rights in the Content which they make available through BBI e-banking. You may not modify, publish, transmit, participate in transfer or sale, create derivative works, - or in any way exploit, any of the Content, in whole or in part.

Account Password, and Security.

To open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the registration process. You may be required to choose a password and an account name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under you account. You agree to notify BBI Bank immediately of any unauthorized use of your account or other breach of security. If you elect to register to use BBI e-banking you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by BBI e-banking registration form (such information being the “Registration Data”) and (b) maintain and promptly update the Registration data to keep it accurate. If you provide any information that is untrue, inaccurate or incomplete or BBI Bank have reasonable grounds to suspect that such is the case. BBI Bank has the right to suspend or terminate your account without notice to you and refuse any and all current or future use of BBI e-banking (or any portion thereof).

Illegal Activities.

BBI reserves the right to immediately suspend, terminate, access and investigate any account which it believes, is its sole discretion, is transmitting or is otherwise connected with any fraudulent or illegal activities. In addition, because of the difficulty associated with quantifying damages, if actual damages cannot be reasonably calculated then you agree to pay BBI liquidated damages of USD150,000.00 for each piece-transaction from or otherwise connected with your account or the maximum liquidated damages permitted under law, whichever is greater; otherwise you agree to pay BBI’s actual damages, to the extent such actual damages can be reasonably calculated.

DISCLAIMER

BBI utilizes diligent efforts to maintain BBI e-banking, but BBI is not responsible for any defects or failures associated with BBI or any damages (such as lost profits or other consequential damages) that may result from any such defects or failures.

PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OR WARRANTIES

BBI e-banking is provided 'as is' and you use it at your sole risk. BBI expressly disclaims all warranties of any kind, whether express of implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. BBI does not make any warranty that BBI e-banking will meet your requirements, that it will be uninterrupted, timely, secure or error-free, or that the quality of any products, services, information, or other material obtained through the BBI e-banking will meet your expectations. Any material downloaded or otherwise obtained through the use of BBI e-banking is done at your sole risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. Further, please note that no advice or information, obtained from by you from BBI or through the BBI e-banking shall create any warranty not expressly provided for in this user agreement.

Limitation of liability

You expressly understand and agree that BBI shall not be liable for any direct, indirect incidental, special, consequential or exemplary damages including but not limited to, damages for loss of profits, goodwill, use, data or other tangible losses (even if BBI has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use BBI e-banking (ii) The cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from BBI e-banking (iii) unauthorized access to or alteration or your transmissions of data; (iv) statements of conduct of any third party on BBI e-banking; or (v) any other matter relating to the BBI e-banking or operation of the BBI sweepstakes. In no event shall BBI's total liability to you for all damages, losses, and causes of action (whether in contract, tort (including, but not limited to, negligence) or otherwise exceed the amount paid by you, if any, for accessing this site.

You agree that any and all disputes which cannot be resolved between the parties, and causes arising out of or connected with BBI e-banking, shall be resolved individually, without resort to any form of class action. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

Indemnification

You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities which occur under your account. You agree to indemnify, defend and hold harmless BBI and its parents, affiliates and subsidiary companies, officers, directors, employees, consultants and agents from any and all third party claims, liability, damages and/ costs (including but not limited to, attorney fees) arising from you use of our services, your violation of the user agreement or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. You agree to immediately notify BBI of any unauthorized use of you account or any other breach of security known to you.

Termination and Modification

You agree that BBI, in its sole discretion may without prior notice to you, suspend or terminate your password, account (or any part thereof) or use the BBI e-banking, and remove and discard any content within BBI e-banking, for any reason, including, without limitation, for lack of use of if BBI believes that you violated or acted inconsistently with the letter or spirit of the User Agreement. BBI Bank may also in its sole discretion and at any time discontinue providing BBI e-banking, or any part thereof, with or without notice. You agree that any termination of your access to the BBI e-banking may immediately deactivate or delete your account and all related information and files in your account and all related information and files in your account and/or bar any further access to such files or the BBI e-banking. Further, you agree that BBI shall not be liable to you or any third-party for any termination of your access to BBI e-banking.

Non-use of Account

Unless you have BBI e-banking account set up for you, BBI may terminate your login account and delete all transactions, files and correspondence in your account without prior notice to you if you have not logged into or accessed you account for ninety consecutive days.

Governing Law and Other Miscellaneous Terms

These terms shall be governed by and construed in accordance with the laws of the Netherlands Antilles, without giving effect to principles of conflicts of law. You agree that any action at law or in equity arising of or relating to these terms shall be filed only in the Netherlands Antilles and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. If any provision of these terms shall be unlawful, void, or for any reason enforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

This is the entire agreement between you and Blue Bank International N.V. relating to the subject matter herein and shall not be modified by you except in writing, signed by both parties. The User Agreement will inure to the benefit of BBI's successors, assigns and licensees.

Violation of the User Agreement

Should you violate these User Agreement or any other rights of BBI and or the BBI e-banking, BBI reserves the right to pursue any and all legal and equitable remedies against you, including, without limitation, terminating any and all user accounts for any of the BBI e-banking.

CUSTOMER NAME: _____

SIGNATURE: _____

DATE: _____
