

In consideration of being granted access to the BDB Portal Service (as herein described and defined) Banco de Bogota (Nassau) Ltd ("THE BANK") will provide to the customer ("THE CUSTOMER") subscribed to this service, virtual access to our products and services through our online banking, via our Internet page designed by THE BANK.

I. TERMS AND CONDITIONS

1. This BDB Portal Internet Service Agreement ("The Agreement") contains the terms and conditions that govern your use of an electronic communications service and operating system ("BDB Portal") offered by THE BANK to its CUSTOMERS to access a number of financial services, including but not limited to, access to information on your Eligible Accounts, general communication with THE BANK, electronic funds transfers between Eligible Accounts and communicate non- electronic funds transfer payment orders for wire transfers to other financial institutions ("BDB Portal Services"). In order to acquire the service THE CUSTOMER should print, sign and send the present Agreement in order for THE BANK to grant access to its services through the BDB Portal.
2. To use the service you will have to enter a USER ID and a PASSWORD that should be secret and personal and gives you access to our services through our online banking and will have the characteristics of a digital signature.
3. This Agreement is in addition to, and does not supersede such other agreements that govern your Eligible Accounts and/or services at THE BANK and does not change the terms and conditions of such other agreements. THE CUSTOMER agrees to pay the commissions, interests, and other fees that are subject to the services and products offered by THE BANK and used by THE CUSTOMER.
4. The BDB Portal allows you to access financial data and to complete banking transactions directly from your home or office. Information may be accessed and instructions transmitted using your personal computing device or data terminal, a modem, and the BDB Portal software licensed by THE BANK to you pursuant to the terms hereto. THE BANK reserves the right, from time to time, and at its sole discretion, to modify and/or terminate BDB Portal Services without any prior notice to you.
5. The ability of THE BANK to provide BDB Portal Services to you is dependent upon your telephonic/electronic capability to access the BDB Portal. If, for any reason, you cannot telephonically/electronically access the BDB Portal, THE BANK, its officers, employees and/or agents, shall not be liable for the failure and/or lack of such access and for any loss and/or damages resulting there from.
6. By using the BDP Portal Services or allowing any other person to use the BDP Portal Services you are agreeing to the terms and conditions, specifically the security guidelines set forth in this agreement, including adherence to the BDP Portal materials.
7. THE CUSTOMER authorizes THE BANK to act under his instructions through the BDB Portal, with the same effect as if the instructions were signed by THE CUSTOMER. THE BANK may debit any of THE CUSTOMER'S designated Eligible Accounts or the account on which the item is drawn without requiring a signature on the item, and without prior notice to THE CUSTOMER. THE BANK can require, at its own discretion, the signature of THE CUSTOMER, to fulfill specific operations or instructions given through the BDB Portal.

II. SYSTEM REQUIREMENTS

1. Any such equipment and system needed to access and use the BDB Portal Services are to be obtained and provided exclusively by THE CUSTOMER. The availability and maintenance of all such equipment or system shall be the sole responsibility and discretion of THE CUSTOMER.
2. THE CUSTOMER declares that both he and his authorized person(s) are reasonably familiar with the use of the Internet and the services associated with computer networks. THE CUSTOMER undertakes to learn, and ensure that his authorized person(s) also learn, to access and make use of the BDB PORTAL when necessary.
3. THE BANK does not warrant that the programs, networks or computer equipment used to provide the services and/or access to the BDB PORTAL are free of viruses or other damaging elements, and therefore the parties agree that THE BANK shall not be liable in any event for damages caused to THE CUSTOMER'S systems or equipment in connection with any enquiries, transactions and/or operations made through the BDB PORTAL, as it is THE CUSTOMER'S responsibility to have all the necessary equipment and applications to keep his systems free of viruses or damages which may result from the use of the BDB PORTAL or the connection and use of the Internet or any other computer network.

III. LIABILITY FOR LOSS OR ERRONEOUS DATA

1. Each party will bear the liability or the risk of any errors or loss of data, information, transactions or other losses that may be due to the failure of their respective computer equipment or system or third party communications provider on which

each party may rely. THE BANK shall have no liability to THE CUSTOMER for any damage or other loss, direct or indirect, which THE CUSTOMER may incur by reason of any failure in THE CUSTOMER computer equipment or system or third party communications provider.

2. Changes/interruptions in services: THE BANK may perform maintenance on its system, which may result in interrupted service or errors in BDB Portal Services. THE BANK may also need to change the scope of BDB Portal Services from time to time. THE BANK will attempt to provide THE CUSTOMER with prior notice of such interruptions and changes, but does not guarantee that such notice will be provided. THE BANK shall have no liability to THE CUSTOMER for any damage or other loss, direct or indirect, which THE CUSTOMER may incur by reason of any such interruption, given that THE BANK does not guarantee a minimum time of availability of the services offered through the BDB PORTAL.

IV. ACCESS TO ELIGIBLE ACCOUNTS

1. To have access to the BDB Portal Services for an account, THE CUSTOMER must be the account holder on the Eligible Account or be authorized to such account by the holder of said account. If THE CUSTOMER has more than one Eligible Account, THE BANK may link the relationships together with the primary Eligible Account. THE CUSTOMER may expressly request that certain accounts at THE BANK not be linked to the BDB Portal Services. Non-linked accounts will not be accessible through the BDB Portal Services. If THE CUSTOMER'S Eligible Account is a limited transaction account, each payment or transfer THE CUSTOMER makes through the BDB Portal Services will count towards the number of transfers permitted in each statement period. If THE CUSTOMER closes the primary Eligible Account, access to the BDB Portal Service will terminate and any unprocessed transactions will be cancelled.

V. SECURITY GUIDELINES

1. To provide restricted and protected access to the BDB Portal and to ensure secure communications within the BDB Portal Services, THE CUSTOMER will be responsible for following the procedures of authentication and security pre-established by THE BANK for the creation of the password and access to its web page. The password will act as a digital signature for every transaction made by THE CUSTOMER on the BDB Portal.
2. The creation and use of the password must be kept confidential and secure. It is THE CUSTOMER'S responsibility to secure, protect and maintain it in strict confidence. It should never be disclosed to unauthorized person(s) and should not be written down.
3. THE CUSTOMER should never leave the account information displayed in an area accessible by others and should never leave a logged on terminal unattended while using the BDB Portal Service. To prevent unauthorized access, THE CUSTOMER must sign-off the system as soon as the task is finished.
4. The BDB Portal Services has a feature that automatically disables the User ID and/or Password after three (3) consecutive unsuccessful log-on attempts have been made using an incorrect User ID and/or Password. THE CUSTOMER must contact our Operations Department at our toll free line 018000 116061 (dialing in Colombia) or 507 306 1107 (Contact Center Panama) to restore access. THE CUSTOMER will be solely responsible for actions resulting from the use or misuse of his User ID and PASSWORD.
5. THE BANK reserves the right to block access to the BDB Portal Services to maintain or restore security to its site and systems if we reasonably believe THE CUSTOMER'S access codes have been or may have been obtained or are being used or may have been used by unauthorized person(s). It is expressly agreed that if any person makes use of the service with the Password of THE CUSTOMER or his authorized person(s), THE CUSTOMER shall assume the consequences of such transaction(s).
6. The use of the service imposes on THE CUSTOMER and his authorized person(s) the obligation to identify themselves in full in accordance with the THE BANK'S requirements, follow the steps and procedures in force as established by the THE BANK and maintain in strict confidence the reports, codes and procedures which may come to their knowledge through the use of the BDB PORTAL and the PASSWORD.
7. THE CUSTOMER accepts immediately, without reservations, as full proof of the transactions carried out through the BDB PORTAL, each and every one of the magnetic and electronic records containing such data, as well as the amounts recorded, and accepts them as made by him or by his authorized person(s).

VI. DISCLAIMER OF WARRANTIES:

Neither THE BANK, nor any of its affiliates or service providers make any warranty or conditions whatsoever, expressed or implied, to THE CUSTOMER regarding the BDP Portal Services and/or the BDP Portal materials, including, without limitation, any warranties or conditions of merchantability or fitness for a particular purpose, course of dealing, usage or trade.

VII. AVAILABLE SERVICES

1. Depending on the features THE CUSTOMER selects access may be allowed to the following services:
 - a. Account Information: To view the current balance on any Eligible Account. THE CUSTOMER may also view an account summary, interim statement, and account transaction history for up to 6 months on any Eligible Account. THE BANK warns that the information available for viewing may, in certain cases, reflect the activity of the previous business day, or in any event be subject to accounting reconciliation in accordance with the procedures established by THE BANK for such purposes.
 - b. Communication: THE CUSTOMER may send THE BANK online messages and questions regarding his Eligible Accounts and the BDB Portal Services and perform self-service account maintenance such as re-ordering checks, ordering copies of checks and requesting hard copies of monthly account statements.
 - c. Electronic Funds Transfers between Eligible Accounts: THE CUSTOMER may make electronic transfers from any of his Eligible Accounts to another Eligible Account. These transfers will be subject to the restrictions and limitations set forth in Sections VIII, IX and X of this Agreement.
 - d. Non-Electronic Wire Transfers from an Eligible Account to Another Financial Institution: You may communicate payment orders to effect funds transfers from any of your Eligible Accounts via wire transfer to accounts at other financial institutions. These funds transfers will be subject to the restrictions and limitations set forth in Section XI of this Agreement.
 - e. THE BANK may demand the signing of specific regulations for the provision of specified services within the BDB Portal.

VIII. ELECTRONIC TRANSFERS BETWEEN ELIGIBLE ACCOUNTS

1. All electronic funds transfers between Eligible Accounts will be subject to the following restrictions and/or limitations:
 - a. The completion of a transfer requires sufficient readily available funds in the Eligible Account at the time of processing. If THE CUSTOMER does not have sufficient readily available funds in the Eligible Account the transfer will not be made and THE BANK will make no further attempt to process the transfer request. THE BANK is under no obligation to notify THE CUSTOMER if it does not make a fund transfer because there are insufficient readily available funds in the Eligible Account. THE BANK reserves the right to impose a fee for insufficient funds on the Eligible Account.
 - b. Transfers communicated to THE BANK before the cut-off time of 3:00 P.M. on a Business Day will be processed on that Business Day. Transfers communicated to THE BANK after the cut-off time of 3:00 P.M. or on a non-Business Day, will be processed on the next succeeding Business Day.
 - c. Transfers can be for any amount Authorized by THE CUSTOMER of THE BANK and dependent on the available balance in THE CUSTOMER'S Eligible accounts.
 - d. THE CUSTOMER cannot cancel an electronic transfer after it has been entered on the BDP Portal Services and communicated to THE BANK.
 - e. The terms and conditions governing THE CUSTOMER'S Eligible Account may limit the number of preauthorized electronic funds transfers from money market and savings accounts to preauthorized electronic funds transfers per statement cycle. THE BANK will charge THE CUSTOMER a fee for each transaction that is in excess of this limit.

IX. ADDITIONAL PROVISIONS APPLICABLE ONLY TO ELECTRONIC TRANSFERS FROM CONSUMER ACCOUNTS

1. In case of errors or questions about electronic transfers THE CUSTOMER must contact THE BANK IMMEDIATELY. THE BANK must be notified within 60 days after any such statement is mailed or electronically transmitted. If THE CUSTOMER does not notify THE BANK of a claim within sixty days following the sending of the statement, the accounts contained therein will be deemed final.
2. Any transactions made with THE CUSTOMER'S password or those of THE CUSTOMER'S authorized person(s), even those transactions THE CUSTOMER did not intend or want performed, or any transactions undertaken with the USER and PASSWORD, or those of THE CUSTOMER'S authorized person(s), initiated with fraudulent intent.
3. THE CUSTOMER agrees that THE BANK may send notices and other communications, to the current address shown in THE BANK'S records, whether or not that address includes a designation for delivery to the attention of any particular individual. THE CUSTOMER further agrees that THE BANK will not be responsible or liable to THE CUSTOMER in any way if information is intercepted by an unauthorized person(s), either in transit or at the place designated for delivery.

4. The CUSTOMER agrees to: (1) Keep the PASSWORD secure and strictly confidential, (2) The PASSWORD is personal and not transferable. (3) Responsibility for any improper use resulting from negligence in protecting the PASSWORD (4) THE CUSTOMER assumes before THE BANK the consequences of all acts of the authorized person(s) related to the use of the PASSWORD issued under this agreement, which transactions and utilizations he accepts as his own. (5) Immediately notify THE BANK and select a new PASSWORD if THE CUSTOMER believes that the PASSWORD may have become known to an unauthorized person.
5. THE BANK will have no liability to THE CUSTOMER for any unauthorized payment or transfer made using THE CUSTOMER'S password that occurs before THE CUSTOMER has notified THE BANK of possible unauthorized use and THE BANK has had a reasonable opportunity to act on that notice.
6. THE BANK may suspend or cancel THE CUSTOMER'S password even without receiving such notice from THE CUSTOMER if THE BANK suspects the PASSWORD is being used in an unauthorized or fraudulent manner.
7. By using the BDB Portal Services, THE CUSTOMER acknowledges and agrees that this Agreement sets forth Security Procedures for electronic banking fund transfer transactions which are commercially reasonable. THE CUSTOMER agrees to be bound by any electronic funds transfer payment orders given to THE BANK via BDB Portal Services, whether authorized or unauthorized, which THE BANK executes in compliance with such Security Procedures, unless THE CUSTOMER has given THE BANK prior notice of possible unauthorized use as described above and THE BANK has had a reasonable opportunity to act on such notice.

X. LIMITATION OF BANK'S LIABILITY

1. If THE BANK fails or delays in making payment or transfer pursuant to THE CUSTOMER'S instructions, or if THE BANK makes a payment or transfer in an erroneous amount which is less than the amount instructed by THE CUSTOMER unless otherwise required by law our liability shall be limited to interest on the amount which THE BANK failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or THE CUSTOMER cancelled the instruction. THE BANK may pay such interest either to THE CUSTOMER or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and THE BANK'S payment to either party will fully discharge any obligation to the other. If THE BANK makes a payment or transfer in an erroneous amount which exceeds the amount of THE CUSTOMER'S instructions, or if THE BANK permits an unauthorized payment or transfer after having had a reasonable time to act on a notice from THE CUSTOMER of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days interest.
2. Each funds transfer payment order shall not exceed the balance of readily available funds in the Eligible Account from which the funds transfer transaction is to be effected, and THE BANK shall not have any duty to execute any funds transfer payment order if it exceeds the balance of readily available funds in such Eligible Account. THE BANK is under no obligation to notify THE CUSTOMER if it does not make a funds transfer because there are insufficient readily available funds in the Eligible Account.
3. Payment orders for such funds transfer transactions shall be subject to verification by THE BANK, prior to their execution, in accordance with the Security Procedure described in the Account Opening Agreement or Application for the BDB Portal Services. By using the BDB Portal Services, THE CUSTOMER acknowledges and agrees that such Security Procedure is COMMERCIALY REASONABLE in light of THE CUSTOMER'S circumstances and requirements, the type of frequency of funds transfer transactions contemplated by THE CUSTOMER through the Eligible Accounts and the BDB Portal Services offered by THE BANK.
4. THE BANK, or a third party acting as its agent, are responsible for completing fund transfers from THE CUSTOMER'S Eligible Account(s) on time according to THE CUSTOMER'S properly entered and transmitted instructions. However, neither the service provider nor THE BANK will be liable:
 - a. If THE CUSTOMER does not have sufficient funds in an Eligible Account to complete the transaction or if the account has been closed.
 - b. If THE CUSTOMER has not properly followed the requisite instructions on how to make a transfer.
 - c. If THE CUSTOMER has not given complete, correct and current instructions so that a transfer can be made.
 - d. If withdrawals from any Eligible Account have been prohibited by a court order or other legal process.
 - e. If THE BANK, or its agent reasonably believe that a transaction may be unauthorized, and based on such belief does not complete the transfer.
 - f. If THE CUSTOMER'S equipment and/or the software were not working properly and this problem should have been apparent to THE CUSTOMER when he attempted to authorize a transfer.
 - g. If circumstances beyond THE BANK'S or its agent's control prevent THE BANK from making a transfer, despite reasonable precautions that THE BANK may have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters.

- h. Unless otherwise required by law, in no event will THE BANK be liable to THE CUSTOMER for special, direct or indirect damages including, without limitation to, lost profits or attorneys' fees, even if THE BANK is advised in advance of the possibility of such damages.

XI. PROPRIETARY INFORMATION AND LICENCE

1. THE CUSTOMER acknowledges and agrees that all computer software programs, data bases, user manuals, files, documents and other records, trade names and logos of THE BANK relating to the BDB Portal Services (the "BDB Portal Materials") are and shall be the sole and exclusive property of THE BANK. During the term of this Agreement, and pursuant to its provisions, THE BANK grants to THE CUSTOMER a non-exclusive, non-transferable license to use the BDB Portal Materials strictly in connection with its activities and transactions as a customer of THE BANK.
2. THE CUSTOMER shall not duplicate any of the output or products of the BDB Portal Services, other than for its own use at the site specified herein, and shall not permit use of the BDB Portal Services, whether gratuitously or for a valuable consideration, by any other person or entity whatsoever. THE CUSTOMER further agrees that he shall not reproduce or copy THE BANK'S BDB Portal Materials, and will hold the BDB Portal Materials in strict confidence in that THE CUSTOMER will not disclose, transfer or otherwise make available any of the the BDB Portal Materials, in whole or in part, to any other person or entity other than THE CUSTOMER'S agents or employees and only on an "as needed" basis in connection with THE CUSTOMER'S use of the BDB Portal Services in accordance with the terms of this Agreement. THE CUSTOMER may not disassemble or reverse engineer the BDB Portal computer software program nor cause any portion of the BDB Portal Materials to be made subject to modification, deviation, data transmission, adaptation or translation, in any form, in whole or in part, unless expressly permitted by THE BANK in writing. Upon termination of this Agreement, THE CUSTOMER shall return to THE BANK all the BDB Portal Materials in THE CUSTOMER'S possession and/or control and that of any of his agents or employees.

XII. PRIVACY / DISCLOSURE OF INFORMATION:

THE CUSTOMER also acknowledges and agrees that THE BANK may employ third party services, agents and/or independent contractors to perform the BDB Portal Services, and THE CUSTOMER agrees that THE BANK shall not be liable for any disclosure of his information made by such third party services, agents and/or independent contractors.

XIII. LIMITATIONS OF LIABILITY FOR SYSTEM AND MATERIAL FAILURES

1. THE BANK shall not be liable for any claim, loss or damage arising from or under this Agreement, from THE CUSTOMER'S use of the BDB Portal Services and BDB Portal Materials, and/or from THE BANK'S termination of this Agreement and the BDB Portal Services, regardless of the form of action. Without limiting the foregoing, in no event shall THE BANK be liable for: (a) any failure or delay in providing BDB Portal Services arising from any cause beyond THE BANK's reasonable control, including without limitation to, strikes, lockouts, riots, wars, governmental regulations, communication line failures, equipment malfunctions, failure of Bank's service providers, agents or independent contractors to perform, or acts of God; and/or (b) any indirect, incidental or indirect loss and/or damage whatsoever, even if THE BANK has been advised of the possibility of such loss and/or damage.
2. THE BANK shall not be liable for any voluntary or involuntary cessations of the provision of the service, or for connectivity failures in its own or third-party software or hardware.

XIV. INDEMNITY:

THE CUSTOMER hereby agrees to indemnify and hold THE BANK harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses, including without limitation to, reasonable attorney's fees (and attorney's fees incurred on appeal), and any other costs or disbursements of any kind or nature whatsoever, by whomever brought or caused, which may be imposed upon, incurred by, or asserted against THE BANK, in any way relating to, arising out of, or in connection with: (a) this Agreement; (b) the use of the BDB Portal Services and BDB Portal Materials; and/or (c) any unauthorized use of the BDB Portal Services by person(s) gaining access thereto from or through THE CUSTOMER.

XV. CONTACT BY BANK OR AFFILIATES:

No bank employee, agent or representative; or any other employee, agent or representative of any company affiliated with THE BANK or Banco de Bogotá, S.A., will contact you online, by telephone or otherwise requesting your User ID and/or Password. If you are contacted by any person requesting this information, please notify THE BANK immediately.

XVI. SEVERABILITY:

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement in that or any other jurisdiction.

XVII. TERMINATION:

THE BANK may terminate this Agreement, BDB Portal Services and any access thereto for any reason and at any time. THE BANK will notify you in advance of such termination, by a written document.

XVIII. ASSIGNMENT:

This Agreement may not be assigned by THE CUSTOMER, and any assignment shall be null and void. THE BANK may assign the rights or delegate the duties under this Agreement to any of our affiliates or to any other party.

XIX. GOVERNING LAW:

This Agreement and the performance hereunder as well as any actions, suits or proceedings arising out of this Agreement between its parts shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas.

XX. PERSONAL JURISDICTION:

With respect to any such action, suits or proceeding, THE CUSTOMER hereby expressly and irrevocably (1) Submits to the non-exclusive jurisdiction of such courts to the fullest extent permitted by law; (2) Waives any right to assert that this Agreement may not be enforced in or by such courts, and agrees not to seek and hereby expressly waives any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; (3) Waives any objection you may now or hereafter have based upon improper venue or forum non convenes with respect to such actions, suits or proceedings in such courts; and (4) agree that service of process may be made upon THE CUSTOMER by service personally or if a business entity upon any officer of THE CUSTOMER or upon him at his address by registered or certified mail, return receipt requested (with such service to be deemed effective when delivered or when delivery is refused), and THE CUSTOMER hereby waives compliance by THE BANK with any requirement or applicable law which may require service to be made in any other manner. Final judgment against THE CUSTOMER (a certified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness of you hereunder or thereunder) in any such actions, suits or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the right of THE BANK to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.

XXI. WAIVER OF JURY TRIAL:

THE CUSTOMER hereby knowingly, voluntarily and intentionally waives any right he may have to a trial by jury in any suit, action, proceeding or litigation in any court with respect to, in connection with, arising out of or otherwise related to this agreement and its subject matter, your use of the BDB Portal Services and materials or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto or relevant to the transaction(s) contemplated hereby. This provision is a material inducement for THE BANK to offer you the BDB Portal Services. THE CUSTOMER and his authorized persons agree not to use the BDB PORTAL and the services offered by THE BANK for illegal or unlawful purposes, or for any purposes that are contrary to morals or generally accepted good habits, and shall likewise abstain from using the BDB PORTAL and the services available through the Internet to: a) Create or try to create a false identity in order to deceive THE BANK or third parties with respect to the identity of the sender or the origin of messages, enquiries or transactions. b) Publish, distribute or disclose any information or material which is inappropriate, defamatory, unlawful, obscene, indecent, or illegal or which violates third-party rights. c) Transmit or load files containing viruses, "Trojan Horses", "worms", "time bombs", "cancelbots" or any other harmful or damaging programs or data. d) Transmit, load or copy files containing software or other materials protected by legislation dealing with intellectual property rights to privacy or self-image or by any other applicable legislation or right, unless THE CUSTOMER is the holder or controls the mentioned rights or has received all necessary authorizations to such end. d) Send or channel the massive or arbitrary sending of unauthorized, aggressive or unsolicited advertising messages ("spamming"). e) Create hyperlinks from or to any of the pages, files, applications or elements of the BDB PORTAL, without the express written authorization of THE BANK. f) Interfere with or interrupt the normal operation of the networks connected to the service, and infringe the regulations, directives or procedures of said networks. g) Attempt to obtain unauthorized access to the services provided by THE BANK through electronic means, as well as to any computer system or network connected to the services offered by THE BANK, through automatic password search, data overload or by any other means. h) Interfere with the operation, use or disposal in any way of the files, applications, programs

and/or systems used or held by BANCO DE BOGOTÁ to provide services of any type through the Internet or any other computer network. i) Access, use or dispose without the express authorization of THE BANK of the information contained in any of its information, communication, processing and/or data storage systems. j) Interfere with the use or enjoyment of the BDB PORTAL and/or any other service by other CUSTOMERS, persons or entities. k) Obtain third-party information, on the understanding that if it is accessed in any way the required confidentiality must be maintained and THE CUSTOMER must answer for any damages caused by this infringement. l) Incur any other act or omission which may directly or indirectly cause damages to THE BANK or to third parties. In case THE CUSTOMER becomes aware of the performance of any of the foregoing activities by any person, THE CUSTOMER undertakes to notify THE BANK immediately, being liable for any damages caused by the delay in giving said notice. THE BANK will not be required to process, in whole or in part, any instruction, enquiry, transaction and/or operation if: a) It does not comply with the agreements, regulations, terms and conditions for use of the BDB PORTAL and/or any product or service contracted by THE CUSTOMER with THE BANK. b) THE BANK determines at its discretion that there are reasons to believe i) that said enquiry, instruction, transaction and/or operation is made by unauthorized person(s), or ii) that there is any circumstance which may place the security of the BDB PORTAL or the system that supports it at risk, or iii) that any other circumstance makes it advisable. The foregoing shall apply without implying that there is an obligation for THE BANK to make additional verifications to the validation of the PASSWORD by the system itself. In any case THE BANK may take any appropriate measures to prevent the use of the BDB PORTAL or the services offered through the Internet when it is deemed that said use is or will be made thus contravening the laws and the terms of this agreement. In the case of transfers: a) THE BANK does not assume any responsibility for errors incurred in filling out the payment orders and/or transfers made by THE CUSTOMER. b) Once the transfers and/or payments have been made according to the orders given by THE CUSTOMER through the BDB PORTAL, and provided there are sufficient funds available, THE BANK shall not reverse the amounts transferred and/or paid. c) In the event that at the time of the transfers and/or payments there is an insufficient amount of funds in THE CUSTOMER'S eligible account, and if for any reason THE BANK has credited the account of the beneficiary(ies) of the transfers and/or payments and has not reversed the credit, THE CUSTOMER agrees to pay THE BANK both the amounts transferred and/or paid and to pay on such amounts any interest accrued from the date of the payment, at a rate of Libor + 2%. THE BANK may debit against any deposit held by THE CUSTOMER with THE BANK, the sums which THE CUSTOMER may owe it for said account.

XXII. NOTIFICATIONS:

Any notification between the parties should be sent to the following address:

THE BANK
2nd. Floor, Norfolk House, Frederick Street
Nassau, Bahamas
PO Box N10700
Tel. 1 (242) 326-7062/63
Fax. 1 (242) 326-7060
Toll Free 018000 116061
Att. General Manager

XXIII. DECLARATION

By accepting this agreement, THE CUSTOMER declares that it has read and understood the legal dispositions applicable to the products and services offered by THE BANK. CUSTOMER also declares that it has read and understood the legal dispositions applicable to the representative office of THE BANK in Colombia, which may be consulted in www.bancodebogotainternacional.com – Terms and Conditions – Regulations.