

Terms and Conditions for the use of ATOME: Vortex Web Portal

1. Acceptance of Terms

By accessing or using the ATOME: Vortex data reporting web portal ("Portal"), hereby made available by the Centrale Bank van Aruba ("CBA"), each party with a reporting obligation to the CBA ("Reporting Entity") agrees to be bound by these Terms and Conditions for the Portal ("Terms").

2. Purpose

The Portal is intended for the sole purpose of providing data reporting services.

3. User Data

- 3.1 The Reporting Entity is responsible for the accuracy and completeness of any data submitted by its users through the Portal.
- 3.2 The Reporting Entity is responsible for adding/deleting any of its users.
- 3.3 The CBA will not share individual data as submitted by the Reporting Entity with third parties.

4. Disclaimer of Warranties

- 4.1 The Portal is provided on an "as is" and "as available" basis without any warranties.
- 4.2 The CBA does not warrant that the Portal will be error-free or uninterrupted.
- 4.3 The CBA makes no representations or warranties as to the Portal's functionality.

5. Limitation of Liability

In no event shall the CBA be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with the Reporting Entity's use or inability to use the Portal.

Should CBA nevertheless be liable, for any reason whatsoever, for damage caused in connection with the use of the Portal, CBA's liability will at all times be limited to a total amount of Afl. 1,000. In addition, all forms of indirect damage, including in any event loss of income, lost savings, lost profits and costs that are not directly related to the use of the Portal, are excluded from compensation at all times.

6. Security and privacy

The Reporting Entity shall implement appropriate technical and organizational measures and ensure that users of the Reporting Entity properly secure the devices and software they use when using the Portal, including in particular by:

- Using up-to-date anti-virus and anti-spam software and firewall.
 - Use of strong passwords to prevent unauthorized access to the computer by third parties.
 - Properly manage device security, including the use of physical security measures.
 - Using only trusted wireless communication networks.
- The Reporting Entity shall report to the CBA information about security incidents in connection with the use of the Portal, including suspected disclosure of credentials (login or password) to unauthorized third parties.
 - If any user of the Reporting Entity, while using the Portal, perceives signs of its improper or unusual operation, s/he should immediately terminate the session and report the perceived problems to the CBA.
 - Within 2 working days after detection of an incident/problem the Reporting Entity must report such findings to the CBA by sending an e-mail to: statistics.department@cbaruba.org.

By using this portal, the Reporting Entity acknowledges and agrees that its data will be stored and processed on servers located in Europe, and handled in accordance with the General Data Protection Regulation (GDPR).

7. Rights and responsibilities of the Reporting Entity

- 7.1 The Reporting Entity is responsible for any actions and omissions of its users, especially such actions or omissions that may violate any terms and conditions defined in these Terms.
- 7.2 The Reporting Entity is responsible to ensure that these Terms and any modification thereof are known to and applied by its users.
- 7.3 The Reporting Entity will notify the CBA promptly about any unauthorized use of, or attempt to use, the Portal, on behalf of the Reporting Entity or its users, of which it becomes aware.

8. Restrictions

Under no condition shall you be permitted to:

- use the Portal for purposes other than those for which it is intended;
- modify, decompile, reverse-engineer, or attempt to derive any code of the Portal (to the extent in which such restriction is not prohibited by law);
- redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer the rights to the Portal;
- remove or alter any trademark, logo, copyright, or other proprietary notices which are displayed while using the Portal;
- violate any obligations or prohibitions arising out of applicable laws by using the Portal;
- disrupt or compromise the operation and/or stability of the Portal (for example by means of spam, denial of service attacks, etc.);
- circumvent usage restrictions, security functionality or security measures in the Portal;
- spread viruses, worms or other harmful content via the Portal;
- take any actions that threaten the security of the Portal;

- act to the detriment of the Portal or third parties using the Portal.

9. Termination

The CBA may terminate your access to the Portal at any time for any reason.

10. Resolution of Disputes and Applicable Law

10.1 These Terms shall be governed by and construed in accordance with the laws of Aruba.

10.2 The courts of Aruba shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms.

11. Changes

The CBA may update these Terms from time to time and will inform the Reporting Entity thereof by email. Your continued use of the Portal after any such changes constitutes your acceptance of the modified terms.

12. Miscellaneous

If any part of these Terms is declared illegal, invalid or unenforceable, this will not affect the other parts of these Terms.

Reporting Entity agrees that if CBA does not exercise any of its rights set out in these Terms, this cannot be construed as a formal waiver of that right.

13. Contact Information

If you have any questions about these Terms or the Portal, please contact us at statistics.department@cbaruba.org.

14. Copyright

ATOME: Vortex © platform is a proprietary solution of Regnology. All rights reserved.