

TERMS AND CONDITIONS

1. You will be responsible for maintaining confidentiality with regard to your password and account number and you shall take all possible measures to protect your account number and password against unlawful use by (unauthorized) third parties. You are solely responsible for any and all activities that occur under your Mikuenta account. You will notify Aqualectra immediately of any unauthorized use of your Mikuenta account or other breach of security.
2. You will adhere to the applicable law and requirements of reasonable use of (the services made available on) Mikuenta. More specifically, you will not use (the services made available on) Mikuenta for acts contrary to the law, public order, decency and common standards. By way of example, and not as a limitation, you will not create a false identity or forged email- or home address, telephone number or otherwise attempt to mislead others as to your identity.
3. Upon choosing "Email" you agree to receive your Aqualectra bills for at least two years by e-mail. During this period you will not receive your Aqualectra bills via post. After mentioned period of two years you will be able to alter and choose for receipt of your Aqualectra bills via post.
4. Aqualectra reserves the rights to amend and/or terminate (the services made available on) Mikuenta without prior notice and with immediate effect.
5. You hereby expressly acknowledge and agree that use of (the services made available on) Mikuenta and the Internet is at your own risks and that (the services provided on) Mikuenta is provided "as is" and "as available" without any warranties or conditions whatsoever, expressed or implied. Aqualectra will use commercially reasonable efforts to make access to (the services made available on) Mikuenta available to you, but makes no warranty or guarantee that the user will be able to access (the services made available on) Mikuenta at any particular time or any particular location.
6. Aqualectra hereby disclaims all express and implied warranties as to the accuracy, completeness, non-infringement, merchantability or fitness for particular purpose of (the services made available on) Mikuenta generally, and any content or service contained therein, as well as all express and implied warranties that the operation of (the services made available on) Mikuenta generally and any content or services contained therein will be uninterrupted or error-free. Aqualectra shall in no event be liable to you or anyone else for any inaccuracy, error or omission in, or loss, injury or damage caused in whole or in part by failures, delays or interruptions of the service generally, and any aspect ancillary thereto.
7. You will indemnify, hold harmless, and defend Aqualectra and its affiliates, agents, content, and service against any and all claims, liabilities, damages, costs and expenses (including, but not limited to, consequential damages, incidental damages, special damages, attorneys' fees and disbursements) arising from or relating to:
 - i. the use of (the services made available on) Mikuenta in any manner which violates the terms of this agreement or otherwise violates any law, rule, or regulation and
 - ii. any claims made by third parties arising from your use of (the services made available on) Mikuenta, including without limitation any and all third party claims arising from or related to any failure, delay or interruption to (the services made available on) Mikuenta.
8. We reserve the right, at any time in our sole discretion, to modify, suspend or discontinue Mikuenta and to change or modify these terms and conditions, with or without notice. You agree that Aqualectra shall not be liable to you or to any third party for any modification, suspension or discontinuance.
9. The agreement shall be governed, construed and interpreted in all respects in accordance with the laws of Curaçao, and shall be subject to exclusive jurisdiction of the courts of Curaçao.