



TERMS AND CONDITIONS OF USE

1. SERVICES PROVIDED

1.1. Bahamas Trade Info ("BTI," "we," "us," "our") is a joint venture initiative of the Government of The Bahamas (through the Ministry of Financial Services) and the Bahamas Chamber of Commerce and Employers' Confederation. BTI provides its services (described below) to you through its website located at www.bahamastradeinfo.gov.bs (the "Site"), subject to the following Terms and Conditions as amended from time to time (the "Terms and Conditions"). We reserve the right, at our sole discretion, to change or modify portions of these Terms and Conditions at any time. If we do this, we will post the changes on this page. Your use of the Site, and continued use of the Site after the date any posting of changes on this page, constitutes your acceptance of these Terms and Conditions.

2. ACCESS AND USE OF THE SERVICES

2.1. **Services Description:** The Site is offered as a platform to users of the services, material and information transmitted through the Site (the "Services") free of charge. We reserve the right to charge fees for additional value-added services which may be offered on the Site from time to time.

2.2. **Third Party Material:** The Site is an administrative tool only that facilitates the collation of information made available by various institutions and agencies on a single platform. Under no circumstances will BTI be liable in any way for any content or materials of any third parties including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content.

2.3. The Site may provide or facilitate, or third parties may provide, links or other access to other sites, services and resources on the Internet. BTI has no control over such sites, services and resources. The links or other access is for your convenience only. BTI is not responsible for and does not endorse such sites, services and resources. You further acknowledge and agree that BTI will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site, service or resource. Any dealings you have with third parties found while using the Services are between you and the third party, and you agree that BTI is not liable for any loss or claim that you may have against any such third party.

2.4. This Site contains facts, views, opinions, statements and recommendations of third parties. None of them or BTI or their affiliates and their officers, employees, directors and agents represents or endorses the accuracy, correctness, or reliability of any advice, opinion, statement, or other information displayed, uploaded or distributed through the Site. You acknowledge that any reliance on any such opinion, advice, statement, or information will be at your sole risk.

2.5. **Modifications to Services:** BTI reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that BTI will not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. **Services Content, Software and Trademarks:** You acknowledge and agree that the Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by BTI, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Services or the Services Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you authorize to be uploaded to the Site. In connection with your use of the Services you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by BTI from accessing the Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (*e.g.* by masking your IP address or using a proxy IP address). Any use of the Services or the Services Content other than as specifically authorized herein is strictly prohibited. Any rights not expressly granted herein are reserved by BTI.

3.2. The BTI name and logos are trademarks and service marks of BTI (collectively the "WFB Trademarks"). Other company, product, and service names and logos used and displayed via the Services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to BTI. Nothing in these Terms and Conditions or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of BTI Trademarks displayed on the Services, without our prior written permission in each instance. All goodwill generated from the use of BTI Trademarks will inure to the exclusive benefit of BTI.

3.3. **User Content Transmitted Through the Services:** With respect to the content, photos, images, trademarks, logos, brands or other materials you authorize BTI to upload or post through the Services or share with other users or recipients (collectively, "User Content"), you represent and warrant that you own all right, title and interest in and to, or otherwise have all necessary rights and consents to (and to allow others to) fully exploit, such User Content, including, without limitation, as it concerns all copyrights, trademark rights and rights of publicity or privacy related thereto. By authorizing the upload of any User Content you hereby grant and will grant WFB and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Services or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed. Without limiting the foregoing, if any User Content contains your name, image or likeness, you hereby release and hold harmless BTI and its contractors and employees, from (i) all claims for invasion of privacy, publicity or libel, (ii) any liability or other claims by virtue of any blurring, distortion, alteration, optical illusion, or other use or exploitation of your name, image or likeness, and (iii) any liability for claims made by you (or any successor to any claim you might bring) in connection with your User Content, name, image or likeness. You waive any right to inspect or approve any intermediary version(s) or finished version(s) of the results of the use of your User Content (including your name, image or likeness). Further, if any person (other than you) appears in your User Content, you represent and warrant that you have secured all necessary licenses, waivers and releases from such person(s) for the benefit of BTI in a manner fully consistent with the licenses, waivers and releases set forth above. You further acknowledge that your participation in the Services and submission of User Content is voluntary and that you will not receive financial compensation of any type associated with the licenses, waivers, and releases set forth herein (or BTI's

exploitation thereof), and that the sole consideration for subject matter of this agreement is the opportunity to use the Services.

3.4. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Services ("Submissions"), provided by you to BTI are non-confidential and BTI will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

3.5. You acknowledge and agree that BTI may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms and Conditions; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of BTI, its users or the public.

3.6. **Copyright Complaints:** BTI respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify BTI at tradeinfo@bahamas.gov.bs.

4. INDEMNITY AND RELEASE

4.1. You agree to release, indemnify and hold BTI and its affiliates and their officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Services, your violation of these Terms and Conditions or your violation of any rights of another, or for any content that is provided by you.

4.2. The Services are for general guidance on topics selected by BTI. Such Services are provided on a blind-basis, without any knowledge of your industry, identity or specific circumstances. There may be delays, omissions, or inaccuracies in information contained in the Services. The Services are provided with the understanding that BTI and various authors and publishers' providing such Services are not engaged in, and that providing such Services does not constitute, the rendering or legal, accounting, tax, career, business or other professional advice or services. As such, the Services should not be relied upon or used as a substitute for direct consultation with professional advisors.

5. DISCLAIMER OF WARRANTIES

5.1. Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis. BTI and its affiliates expressly disclaim all warranties of any kind, whether express, implied or otherwise, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

5.2. BTI and its affiliates make no warranty that: (i) the Services will meet your requirements, (ii) the Services will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the use of the Services will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations, or (v) any defects in the Services will be corrected.

6. LIMITATION OF LIABILITY

6.1. You expressly understand and agree that neither BTI nor its affiliates will be liable for any indirect, incidental, special, punitive or consequential damages, or damages for loss of profits including, but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if BTI has been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the Services, (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 the Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party; or (v) any other matter relating to the Services. In no event will BTI's total liability to you for all damages, losses or causes of action exceed one dollar (B\$1.00).

7. DISPUTE RESOLUTION

7.1. Most user concerns can be resolved quickly and to the user's satisfaction by emailing BTI at tradeinfo@bahamas.gov.bs. In the unlikely event that our user support team is unable to resolve a complaint you may have (or if BTI has not been able to resolve a dispute it has with you after attempting to do so informally), any such disputes shall be settled by arbitration in accordance with the provisions of the Arbitration Act, 2009. The number of arbitrators shall be one (1) and the seat of arbitration shall be Nassau, The Bahamas. This arbitration provision shall survive the termination of these Terms and Conditions.

7.2. A party who intends to seek arbitration must first send to the other, a written Notice of Dispute ("Notice"). The Notice to BTI should be sent to the Ministry of Financial Services, Campbell Maritime Centre, 3rd Floor, East Wing, P.O. Box N-4843, Nassau, The Bahamas, Attention: Permanent Secretary, with a copy by email to tradeinfo@bahamas.gov.bs ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If an amicable agreement is not reached within sixty (60) calendar days after the Notice is received, you or BTI may commence an arbitration proceeding.

8. TERMINATION

8.1. You agree that BTI, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Services and remove and discard any content within the Services, for any reason, including, without limitation, for lack of use or if BTI believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Services, may be referred to appropriate regulatory or law enforcement authorities. BTI may also in its sole discretion and at any time discontinue providing the Services, or any part thereof, with or without notice. You agree that any termination of your access to the Services under any provision of these Terms and Conditions may be effected without prior notice, and acknowledge and agree that BTI may immediately restrict or terminate your access to the Services. Further, you agree that BTI will not be liable to you or any third party for any restriction or termination of your access to the Services.

9. GENERAL

9.1. **Entire Agreement:** These Terms and Conditions constitute the entire agreement between you and BTI and govern your use of the Services, superseding any prior agreements between you and BTI with respect to the Services.

9.2. **Additional Terms and Conditions:** You also may be subject to additional terms and conditions that may apply when you use affiliate or third party services, third party content or third party software.

9.3. **Governing Law:** These Terms and Conditions shall be governed by the laws of the Commonwealth of The Bahamas. With respect to any disputes or claims not subject to arbitration, as set forth above, you and BTI agree to submit to the exclusive jurisdiction of the courts of the Commonwealth of The Bahamas.

9.4. **Waiver:** The failure of BTI to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision.

9.5. **Severability:** If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of these Terms and Conditions shall remain in full force and effect.

9.6. **Assignment:** You may not assign these Terms and Conditions without the prior written consent of BTI, but BTI may assign or transfer these Terms and Conditions, in whole or in part, without restriction.

9.7. **Headings:** The clause headings in these Terms and Conditions are for convenience only and shall not be used in the interpretation or construction of these Terms and Conditions.

9.8. **Notices:** Notices to you may be made via either email or regular mail. The Services may also provide notices to you of changes to these Terms and Conditions or other matters by displaying notices or links to notices generally on the Services.

10. PRIVACY POLICY

10.1. BTI respects the privacy of its users. We do not share your personal information with any other organizations or individuals. Your personal information will be kept completely confidential, and will be used only for the purpose that you have intended.

11. QUESTIONS. CONCERNS. SUGGESTIONS.

11.1. Please contact us at tradeinfo@bahamas.gov.bs to report any violations of these Terms and Conditions or to pose any questions regarding this Terms and Conditions or the Services.