



# TERMS OF USE

# PROCUREMENT DEPOSITORY

Version 1.0

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## 1. TERMS AND CONDITIONS OF USE

1.1 The following terms and conditions govern all use of the Procurement Depository (“the Depository”) and all content available through the Depository. The Depository is a centralised database to which Suppliers/ Contractors shall submit information with respect to, among other things, their qualifications and experience. The Depository is created and maintained by the Office of Procurement Regulation (“the Office”), in fulfilment of its statutory obligation pursuant to section 26 of the Public Procurement and Disposal of Public Property Act 2015, as amended (“the Act”). Access to the Depository is provided at no cost to users. By accessing the Depository, the User is agreeing to be bound by these Terms and Conditions of Use, the Office’s Data Privacy Policy and all applicable laws and regulations. If the User does not agree with any of these terms, he/ she is prohibited from using or accessing this site.

**PLEASE READ CAREFULLY THESE TERMS AND CONDITIONS OF USE BEFORE COMPLETING YOUR REGISTRATION AND USING THE DEPOSITORY. YOU MUST BE 18 YEARS OR OLDER TO USE THIS DEPOSITORY. BY COMPLETING THE DEPOSITORY ENROLMENT FORM AND CHECKING THE “I acknowledge that I have read and understood this policy in its entirety and agree to abide by it.” BOX, YOU REPRESENT THAT YOU ARE 18 YEARS OR OLDER AND THAT YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS OF USE.**

## 2. USE OF DATA

2.1 The Office allows the User to access and make use of the information available in the Depository under the conditions described herein and in the Office’s Data Privacy Policy. The Depository is accessible by the public for viewing in accordance with section 26 of the Act. The system will manage, capture and report information as described in Sections 13, 24, 26, 27, 29, 35, 36, 37 and 58 of the Act.

## 3. RESPONSIBILITIES OF USERS

3.1 Users are responsible for:

- a) Proper use of the system and the data contained therein in such a manner that it does not cause harm to the system or any individual, supplier, contractor or public body;
- b) Ensuring that all information provided is accurate and all documents are valid, including keeping contact details current;
- c) Maintaining the security and confidentiality of their account;
- d) Ensuring that information is not disclosed to unauthorised persons;
- e) Familiarising themselves with the Office’s Data Privacy Policy and their obligations under all applicable laws and regulations; and
- f) Reporting any security breaches (known or suspected) as soon as possible to [support@opr.org.tt](mailto:support@opr.org.tt)

## 4. RESTRICTIONS

4.1 Users agree that the use of the Depository is subject to all applicable local or other laws and Regulations. Users agree that they will not misuse the Depository. "Misuse" includes, but is not limited to, using the Depository to do any of the following:

- a) Download or upload files that may damage the operation of another's computer or device, such as computer viruses, corrupt files, or similar software;
- b) Download or upload files that contain materials, including but not limited to software that violates the intellectual property, privacy, or publicity rights of others unless the Users own, control, or have been authorised to exercise such rights;
- c) Use a false e-mail address, impersonate any person or entity or provide any false personal details;
- d) Distribute, disseminate, post, send or publish any indecent, infringing, obscene, or unlawful information or material;
- e) Copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work, modify or otherwise use the Depository or its content for public or commercial purposes except as authorised by the Office, including without limitation, conducting contests or surveys;
- f) Post, send, or otherwise disclose confidential information, trade secrets, or other confidential and/or protected proprietary data of any entity or person;
- g) Download or upload files that Users know, or reasonably should know, cannot be legally distributed through this Depository;
- h) Monitor or copy any content of this Depository by using any manual process, or any third-party application including robot, spider, or other automatic device, without first obtaining our prior written consent;
- i) Engage in any other conduct that is, or that the Office deems to be, in conflict with these Terms and Conditions of Use or in violation of applicable local or other laws or regulations.

4.2 Access or use of the Depository for any such misuses or other similar purposes constitutes an unauthorised use of the Depository and may result in immediate suspension or termination of the User's account.

## 5. TERMINATION

5.1 User access may be terminated for breach of these Terms and Conditions of Use. Users' access to the Depository may also be suspended during the conduct of any investigation into a potential breach of these Terms and Conditions of Use and/or the Office's Data Privacy Policy. User access to the Depository may be terminated immediately, without notice. Termination shall be without prejudice to any of the Office's other rights or recourses.

## 6. INTELLECTUAL PROPERTY

6.1 As between the User and the Office, the Office owns all rights, titles and interest in and to the Depository, including without limitation all copyright and patent rights therein. All content on the Depository, including without limitation, data, text, images, graphics, trademarks, trade names, service marks, logos, buttons and software ("**Content**"), is proprietary and is owned by, or licensed to, the Office for use on the Depository, and is protected by applicable intellectual property laws. The use, sale, reproduction, modification, distribution, transmission, republication or exploitation of any portion of the Depository or content for commercial or non-commercial purposes (other than as expressly permitted herein) is strictly prohibited without the Office's prior written permission.

6.2 Third-Party Trademarks appearing on, or in connection with, the Depository are trademarks of their owners. Users are not permitted to use or incorporate any Office Trademarks or Third-Party Trademarks into any other trademarks, service marks, company names, Internet addresses, domain names, or any other similar designations. Users are prohibited from removing, overprinting or defacing any notice of copyright, trademark, logo, legend, or other notice of ownership from any originals or copies of software or information from the Depository.

6.3 The Office may collect, use and disclose to third parties aggregated and/or anonymised data, statistics or analytics ("**Usage Data**") relating to your and other users' use of the Depository, including in, or to enhance, other products and services. The Office owns all rights, titles and interest, including copyright, in and to all such Usage Data.

6.4 Except as expressly stated in these Terms and Conditions of Use, nothing in these terms shall be construed as, or constitute, a grant of right to use, or license to, any intellectual property rights, whether by estoppel, implication or otherwise. The use of this Depository does not pass to Users any title to or other proprietary rights therein, all of same being expressly reserved to, and vested in, the Office and its licensors.

## 7. DISCLAIMER

7.1 The office makes no representations or warranties that any information or other content available on, or in connection with, the depository is accurate, complete, reliable, current or error-free, and makes no commitment to update any such information or content. The office does not warrant that access to this depository or any information or content found thereon will be available at all times. By using the depository users agree to all risks attendant with its use.

7.2 The office provides the depository, information and other content thereon on an "as is" and "as available" basis, in reliance on information and data submitted by users and other applicable third parties, and without warranty of any kind, either express or implied, including without limitation any implied warranties of expectation of privacy, freedom from computer virus, fitness for a particular purpose, merchantability, non-infringement or title.

7.3 No advice or information, whether oral or written, obtained by users from the office, or through or from this depository, will create any warranty not expressly stated in these terms.

## 8. LIABILITY LIMITATION

8.1 the office shall not be held liable for any or all uses of the data contained in the depository and any or all reports generated by its reporting tool that may affect or violate any patent, trademark, copyright, trade secret, other intellectual property right or any legal right of any third party.

8.2 the office shall not be liable for any damages (whether direct, indirect, incidental, consequential, liquidated, special, punitive or exemplary damages or penalties to the user, including, but not limited to, losses of business, revenue or profits), arising out of, or in any way connected with:

- a) The use of, or inability to use, the depository,
- b) The unauthorized access or alteration of users' transmissions or information,
- c) Actions or omissions of any third party, or
- d) Any other matter relating to the depository or any of the content obtained through or otherwise in connection with the depository,

In each case regardless of whether such damages are based on contract, strict liability, tort or other theories of liability, and also regardless of whether any third parties were given actual or constructive notice that damages were possible.

8.3 the office assumes no responsibility or liability for any errors or omissions in the content of the depository or any information provided by you or any other third party providing relevant information with respect to the depository.

8.4 the office shall not be liable for any virus or other damage to users' electronic device resulting from users' access or use of the depository or downloading of any content from the depository.

8.5 the office accepts no responsibility or liability for the depository not being compatible with, or functioning properly or with limited ability on, users' electronic device.

8.6 users have sole responsibility for adequate protection and backup of data and/or equipment used in connection with the depository, and users agree that they will not make a claim against the office for lost data, re-run time, inaccurate output, work delays or lost profits resulting from the use of any content or information accessible through, or in connection with, the depository.

8.7 the office assumes no responsibility or liability to users or any third party in connection with accessing the depository.

## 9. GRANT OF LICENSE

9.1 The Office hereby grants Users a single user, personal, limited, non-exclusive, revocable, non-transferable license to access and use the Depository solely in accordance with these Terms and Conditions of Use, as amended from time to time.

9.2 The Office may revoke or terminate this license at any time for any reason, including without limitation, in the event of a material breach of one or more of the provisions of these Terms and Conditions of Use.

9.3 Users hereby grant to the Office a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to use their Information for the purposes of providing and using this Depository.

## 10. USER LOGIN INFORMATION

10.1 Users' login information, security questions and answers are personal and confidential. By using this Depository, Users are fully responsible for maintaining the confidentiality of their account and password and for restricting access to their electronic device, and Users agree to accept full responsibility for all activities that occur under their account or password.

10.2 Access to, and use of, this Depository using a User's account by any person other than the User is forbidden and a breach of these Terms and Conditions of Use. Each User is solely responsible for all activities and actions occurring with the use of their account and password. Users expressly agree to be bound by any related electronic approval, whether or not authorised, that is initiated with the use of their account. Users agree that the use of their password shall constitute a security procedure for accessing the Depository and making changes to their profile or information and is a commercially reasonable method of providing security against unauthorised access to or use of their account.

- 10.3 As a condition of using the Depository, Users agree to immediately contact the Office if their password has been stolen or if they become aware of any known or suspected unauthorised use of the User's name, account, password, or any identifier used by the User in relation to the Depository. Users can contact the administrator of the Depository at: [support@opr.org.tt](mailto:support@opr.org.tt)
- 10.4 The Office shall have no liability for any actions initiated under a User's account, even if the User did not authorise such actions. The Office will not be liable for any injury, loss or damage of any kind arising from or relating to a User's failure to comply with his obligations under these Terms and Conditions of Use, or for any acts or omissions by a User or someone else using his account and/or password.

## 11. AMENDMENTS TO THE TERMS AND CONDITIONS OF USE

- 11.1 The Office may amend these Terms and Conditions of Use at any time at its sole discretion, without notice. Any amendments will be posted in the Depository. Unless stated otherwise, amendments shall take effect immediately following posting of the new Terms and Conditions of Use. Continued use of the Depository now or following modifications of these Terms and Conditions of Use confirms that Users have read, accepted, and agreed to be bound by such modifications. The Office reserves the right to deny Users access, temporarily or permanently, to the Depository at any time, and for any reason. The Office reserves the right to make modifications to the Depository or any of its features (including removing features permanently) at any time, and to discontinue or remove the Depository and related services, temporarily or permanently, at any time, with or without notice, and without liability.

## 12. MISCELLANEOUS

- 12.1 These Terms and Conditions of Use constitute the entire agreement governing your access to, dealings with, and use of the Depository.
- 12.2 The section titles in the Terms and Conditions of Use are for convenience only and carry no contractual or legal effect whatsoever. The language in these Terms and Conditions of Use shall be interpreted in accordance with its fair meaning and shall not be strictly interpreted for or against either party.
- 12.3 Any failure to assert any rights that the Office may have under these Terms and Conditions of Use does not constitute a waiver of our rights to assert the same or any other right at any other time or against any other person or entity.
- 12.4 If any provision of these Terms and Conditions of Use is found to be invalid or unenforceable, then the invalid or unenforceable provision will be stricken from these



Terms and Conditions of Use without affecting the validity or enforceability of any other provision.

- 12.5 Any provisions of these Terms and Conditions of Use, which by their nature extend beyond the term or expiry of these Terms and Conditions of Use, shall survive the termination or expiry of these Terms and Conditions of Use, including without limitation, Intellectual Property Disclaimer of Warranty, Limitation of Liability and Indemnification.

### 13. APPLICABLE LAW

- 13.1 These Terms and Conditions of Use shall be governed by the Laws of the Republic of Trinidad and Tobago. Any controversy, claim, or dispute arising out of or relating to these Terms and Conditions of Use shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Trinidad and Tobago.

### 14. INDEMNIFICATION

- 14.1 Each User shall defend, indemnify and hold the Office, its officers, board members employees, agents, affiliates, partners and suppliers, harmless from and against any and all claims, damages, liabilities, costs and expenses, including attorneys' fees, arising from or related to their use of the Depository or any transmissions made through or in connection with the Depository, the unlawful, improper or unauthorised use of the Depository and the data contained therein.