



**TTII**  
Trinidad & Tobago  
Insurance Institute

## USER AGREEMENT

### WEBSITE ACCESS

This website is operated by Trinidad and Tobago Insurance Institute (TTII). These terms and conditions will apply to your registration and use of the website and other personal data (see our Privacy Policy).

The TTII provides access to its e-commerce site for registered insurance intermediaries, i.e. agents, brokers, sales representatives and adjusters, as well as the general public who are required to agree to these terms & conditions as described below.

#### 1. Definitions.

**“Deep link, frame or mirror”** means a copy of a **website** hosted on another server.

**“End-user(s)”** means those persons and entities that have registered for training and assented to the terms of this Agreement.

**“Liaison Officer”** means the person appointed by an agency, brokerage firm or insurer to manage company End-users’ enrolment/payments on the Website.

**“Logon Credentials”** means username and password. The terms Logon Credentials, and username and password will be used interchangeably in this document.

**“Materials”** means any **content** published on the TTII **website**.

**“Parties”** means the collective referral to both the TTII and the End-user, each singularly also referred to as “Party”.

**“Professional Information”** means information that identifies the End-user’s professional role, such as the End-user’s name, company or industry affiliations, employment position and title, physical location, phone numbers, mailing addresses, and email addresses that shall be disclosed to the TTII through the submission of a Registration Page or through other means of communication between the End-user and the TTII.

**"User Account"** means an identity created for a person/company in a computer or computing system such as service accounts on the TTII's e-commerce site.

**"User Registration Page"** means the web page on which the End-user provides identifiable Professional Information to the TTII in order to be registered and gain access to their user account.

**"Website"** means the TTII's e-commerce site located at the URL <https://ttii.org.tt> provided for the public and insurance intermediaries.

**2. Intellectual Property Rights.** The materials on this Website are proprietary to the TTII and are protected under the copyright laws of Trinidad and Tobago. The TTII grants End-users a limited, revocable, non-exclusive and non-transferable license to use and display the materials only on their computing, or mobile device/s only for those limited purposes associated with their interaction with the TTII's e-commerce site.

Except as stated herein, End-users have no right to decompile, reproduce, distribute, modify, edit, alter or enhance any of the materials in any manner. They further agree not to "deep link," "frame" or "mirror" the Website, from any other server or device without the advanced written authorization of the TTII. End-users, by use of this Website, agree not to use any part of the materials or part thereof for any commercial purpose, without the written authorization of the TTII.

This limited license governs the use of TTII's Intellectual Property and Limited Use of the Website and terminates automatically, without notice to the End-user in the event of a breach of any of these terms and conditions. This limited license may also be terminated at any time at the TTII's sole discretion upon notice to you. Upon termination, you must immediately destroy any downloaded and printed materials.

**3. Online Conduct.** End-users agree to use the TTII's e-commerce site only for lawful purposes and not to engage in any conduct that restricts or inhibits any other End-user from using or perusing the Website. End-users shall not post on or transmit through the Website any defamatory or abusive statements; advertising or other forms of solicitation; or statements that are bigoted, hateful, racially offensive, or that endorse or advocate illegal activity. End-users further agree not to tamper with the TTII's Website or its functionality, and shall not knowingly post or transmit any information, file or software that contains a virus, worm or any other potentially contaminating or destructive information, data or feature designed to adversely affect the operation of any computer software or hardware.

**4. Logon Procedure.** In order to access the TTII's payment facility on this website the End-user will be required to enter a user name and password (Logon Credentials) and other information. End-users shall access the Website only through the logon page provided by the TTII and shall not permit any other person or entity to log onto the Website using their Logon Credentials. End-users shall ensure that they log off from their User Account at the end of each session on the TTII Website. The End-user agrees not to disclose their user Logon Credentials to any other person or entity and shall hold their user name and password in confidence during the term of this Agreement.

In the event that the End-user determines that another party has gained access to their Logon Credentials and has accessed the website using their user name and password the End-user shall immediately notify the TTII of such access. In such event, the TTII shall suspend the End-user's account, delete the End-user's old Logon Credentials and, in its sole discretion, re-issue a new user name and password to the End-user.

**5. Professional Information.** The End-user represents and warrants to the TTII that the Professional Information disclosed on the Website's registration page are true, complete and accurate as of the date submitted to the Website. This should include the End-user's relationship as an employee, agent and/or contractor. End-users (or Liaison Officers representing End-users or companies) agree to promptly update the End-users' Professional Information during the term of this Agreement in the event End-users' affiliations or relationships with employers change, or as otherwise necessary to keep End-user's professional information accurate and complete. Should the TTII have reasonable grounds to suspect that the Professional Information provided is untrue, inaccurate or incomplete, the TTII may suspend or decline the End-user's access to the Website.

Where a Liaison Officer has been appointed to manage End-users' registration/payment by the company, the Liaison Officer would be deemed as having the express authority of the End-user to view their professional information in order to perform enrolment for training or other services on behalf of the End-user or company with which they are affiliated. The TTII shall in no way be held responsible for any such disclosure of information that is incidental to End-users' registration and use of the Website.

**6. Online Payment Gateway Disclaimer.** The TTII offers End-Users and/or their appointed Liaison Officers the opportunity to purchase certain goods and services on this website, including applications, registrations, payment for examinations, continuing professional development training, courses, assessments and study material. Such online payments are facilitated through an online payment gateway serviced by WiPay Caribbean and/or First Atlantic Commerce and End-Users and/or their appointed Liaison Officers expressly agree that use of the online payment service is entirely at its own risk. The TTII shall assume no liability whatsoever for any monetary damage suffered by the End-User on account of the delay, failure, interruption, or corruption of any data or other information

## **6. Online Payment Gateway Disclaimer-Continued**

transmitted in connection with the use of the payment gateway or services in connection thereto, or any interruption or errors in the operation of the payment gateway.

**Debit/Credit Card Details.** The End-User agrees that the debit/credit card details provided are accurate and the End-User shall not use a debit/credit card that is not lawfully owned by him/her or the use of which is not authorized by the lawful owner thereof. The End-User warrants, agrees and confirms that he/she is fully and lawfully entitled to use such debt/credit card, or related bank account.

**7. User Registration Page.** The End-user will be expected to provide their first name, last name, email address, and other information as part of the registration process.

**8. Consent to Monitoring and Disclosure.** The TTII undertakes no obligation to determine whether End-users' conduct during their use of the TTII's Website complies with applicable laws or regulations. However, the TTII may in its sole discretion monitor the Website in connection with its operation in order to protect users and ensure compliance with applicable laws, regulations or requests from governmental authorities.

**9. Website Changes/Updates.** The TTII reserves the right, in its sole discretion, to change the materials on its Website for any lawful purpose, including amendments necessary to enhance or correct any inaccuracies contained on it. All such amendments will be notified to End-users via an announcement on its Website.

**10. Liability and Indemnity.** Except as expressly provided for in this Agreement the TTII shall not in any circumstances be responsible for indirect damages or loss of any kind, including loss of profit, business or revenue, arising out of or in any way connected with the performance or failure to adhere to these Terms and Conditions stated herein, breach of any express or implied term or warranty, or where the performance of any of our obligations to you is prevented, frustrated or impeded by any circumstance or cause beyond our reasonable control, including without limitation fire, earthquake, flood, lightning, civil commotion, malicious damage, compliance with any law or governmental order, accident to or breakdown of plant, machinery, utilities, computer servers, telecommunications networks or default of suppliers or subcontractors.

**11. Disputes.** The Parties agree that all disputes under this Agreement shall be referred to a mediator or single arbitrator in accordance with the Arbitration Act or other law for the time being, in force.

**12. Jurisdiction Issues and Applicable Law.** This Agreement shall be governed in all respects by Trinidad and Tobago law and the Parties hereby agree to submit any disputes hereunder to the exclusive jurisdiction of the Trinidad and Tobago courts.

**13. Termination of Agreement; Survival of Obligations.** This Agreement may be terminated by either party hereto at any time upon notification of termination transmitted by the TTII to the End-user's email address or by the End-user via the Contact TTII page. All provisions of this Agreement relating to intellectual property rights, the TTII's privacy policy, representations and warranties, limitations of liability, and indemnification shall survive the termination of this Agreement.

**14. Entire Agreement; Severability.** This Agreement, describes the entire agreement between the End-user and the TTII and supersedes all other verbal or written agreements between the Parties hereto regarding the subject matter hereof. If any provision of this Agreement is found to be invalid, vague or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. Any vague or ambiguous language shall not be presumptively construed against either party to this Agreement and shall be construed consistent with the primary purpose of this Agreement as expressed by its remaining terms.

**15. Modification of this Agreement.** The TTII may, in its sole discretion, modify the terms of this Agreement at any time, by posting such modifications to the website. End-users' continued use of the TTII's website after such an announcement will constitute an acceptance of the amended terms and conditions

**16. Knowing Consent and Authority to Consent.** The Parties to this Agreement knowingly and expressly consent to the foregoing terms and conditions. Each person assenting to this Agreement represents that he/she has the capacity to enter into this Agreement, including to perform its obligations hereunder; and that this Agreement constitutes a legally valid and binding obligation on them, capable of enforcement in accordance with the applicable laws of Trinidad and Tobago.