

**TERMS AND CONDITIONS OF USE FOR THE AGREEMENT FOR THE  
GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO  
PORT COMMUNITY SYSTEM**

**Effective Date: March 23, 2026**

1. The Terms and Conditions of Use (“the Terms of Use”) apply to the Port Community System (“PCS”) website located at (www.PortLink.gov.tt) (“the Site”). The Site is the property of the Government of the Republic of Trinidad and Tobago (“GoRTT”) and its licensors. **BY ACCESSING AND USING THE SITE, YOU AGREE TO THE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.**
  
2. We the GoRTT own and operate the Site.

### **3. Definitions**

- 3.1 In this Agreement, the following words and phrases shall have the meanings set out below unless the context requires otherwise:
  - (i) **“Data Message”** means any document, correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, audio or video recording, machine readable symbols generated, sent, received or stored by any electronic means by or on behalf of the person it represents;
  - (ii) **“Electronic Signature”** means information in electronic form affixed to, or logically associated with a data message which may be used to:
    - (a) identify the signatory in relation to that data message; or
    - (b) indicate the signatory’s approval of the information contained within that data message;
  - (iii) **“Electronic Record”** means a record related, stored, generated, received or communicated by electronic means.

### **4. Access to and Use of the Site**

- 4.1 Your use of the Site is subject to the Terms of Use. By using the Site, you will be deemed to have accepted and agreed to be bound by the Terms of Use. We may make changes to the Terms of Use from time to time. We may notify you of such changes by any reasonable means, including by posting the revised version of the

Terms of Use on the Site. You can determine when we last changed the Terms of Use by referring to the 'LAST UPDATED' statement above. Your use of the Site following changes to the Terms of Use will constitute your acceptance of those changes.

- 4.2 We reserve the right to restrict your access to the Site or part of it. Access to restricted areas of the Site may be subject to registration and other terms of use. If we grant you permission to access a restricted area, we may withdraw that permission at any time (including where you breach any of the Terms of Use).
- 4.3 We will use reasonable efforts to ensure that the Site is available at all times. However, we cannot guarantee that the Site or any individual function or feature of the Site will always be available and/or error free. In particular, the Site may be unavailable during periods when we are implementing upgrades to or carrying out essential maintenance on the Site.
- 4.4 You must be at least 18 years old to access this Site and by using this Site you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the Terms of Use of this Agreement. You may not use the Services and may not accept the Terms of Use if you are not of the legal age to form a binding contract.

## **5. Subscriber Responsibilities**

- 5.1 Your permission to use the Site is personal to you and non-transferable, and you may use the Site for only the prescribed purposes. Your use of the Site is conditional on your compliance with the rules of conduct set out in the Terms of Use and further you agree that you will not:
  - (i) use the Site for any fraudulent or unlawful purpose;
  - (ii) use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the rights of others, including without limitation others' privacy rights or rights of publicity;
  - (iii) impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site; or express or imply that we endorse any statement you make;
  - (iv) interfere with or disrupt the operation of the Site or the servers or networks used to make the Site available; or violate any requirements, procedures, policies or regulations of such networks;

- (v) transmit or otherwise make available in connection with the Site any virus, worm, Trojan horse or other computer code that is harmful or invasive or may or is intended to damage the operation of, or to monitor the use of, any hardware, software, or equipment;
- (vi) reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Site;
- (vii) modify, adapt, translate, screenscape, reverse engineer, decompile or disassemble any portion of the Site or aggregate data from the Site. If you wish to reverse engineer any part of the Site to create an interoperable program you must contact us, and we may provide interface data subject to verification of your identity and other information;
- (viii) remove any copyright, trade mark, logo or other proprietary rights notice from the Site or materials originating from the Site;
- (ix) frame or mirror or assign any part of the Site without our express prior written consent;
- (x) create a database by systematically downloading and storing Site content;
- (xi) use any manual or automatic device in any way to gather Site content or reproduce or circumvent the navigational structure or presentation of the Site without our express prior written consent. Notwithstanding the foregoing, we grant the operators of public online search engines limited permission to use search retrieval applications to reproduce materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of such materials solely in connection with each operator's public online search service.

5.2 We reserve the right to revoke the exceptions at Clause 5.1 (i) to (xi) either generally or in specific instances.

5.3 You shall provide the GoRTT your contact details (e.g. address, mobile number, facsimile number, electronic mail address) and promptly update such information provided from time to time on any change in such contact details. Where the GoRTT is to send any notification to you under this Agreement, the GoRTT shall use reasonable efforts to do so at the contact details you provided last to the GoRTT. The GoRTT shall not be liable if you cannot be contacted through any one of the contact details after two (2) attempts made within a two (2) week period.

## **6. Data Messages and Electronic Records**

- 6.1 You agree that all Data Messages and Electronic Records to be sent through the Site will comply with all applicable legal requirements and such message requirements as the GoRTT may prescribe from time to time.
- 6.2 The dispatch of a Data Message and the receipt of same is for all purposes deemed to have occurred as provided for in the national laws relating to the transfer of information and records by electronic means.
- 6.3 The GoRTT will not be responsible for any loss or damage caused during the period between the 'dispatch' and 'receipt' of a data message, as specified in Clause 6 herein.
- 6.4 If you receive any Data Messages or Electronic Records addressed to another Subscriber or a third party which was wrongfully forwarded to him, he shall:
- (i) Notify and return the Data Message or Electronic Records to the Originator through the PCS as soon as possible; and
  - (ii) Destroy all copies of the Data Message or Electronic Records afterwards and keep the contents of the Data Message as confidential.

## **7. Writing and Signature Requirements**

- 7.1 You agree that to the maximum extent permissible by law:
- (i) A Data Message or an Electronic Record with an Electronic Signature made in accordance with the GoRTT's message requirements and procedures will in any event and for all purposes be treated and deemed the same as a document in writing physically signed by the party who made the Electronic Signature with the same content.
  - (ii) A Data Message or an Electronic Record, whether electronically signed or not, sent to or communicated with the address through the PCS will be treated and deemed to have been physically delivered and communicated to the Addressees.
- 7.2 Upon reasonable request of the GoRTT, for the purpose of dispute resolution proceedings of whatever nature, you will do such necessary acts to perfect and give effect to the Data Messages or Electronic Records, whether electronically signed or not, including but not limited to reducing the contents thereof in writing

and physically signing the written records so reduced, to certify that the original Data Message or Electronic Record was validly signed.

- 7.3 You will not challenge, and hereby waives all your rights to challenge, the validity or enforceability of any Data Message, Electronic Record, or agreement or transaction concluded completely or partially through PCS on the sole ground that they were in electronic form, sent electronically and, or the signature is only an Electronic Signature.

## **8. Accounts, Passwords and Security**

- 8.1 Certain features or services offered on or through the Site may require you to create an account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify the Site immediately of any unauthorised use of your account or password, or any other breach of security at [[Support.PortLink@gov.tt](mailto:Support.PortLink@gov.tt)]. You may be held liable for losses incurred by the GoRTT or any other user of or visitor to the Site due to someone else using your account and/or password to the Site as a result of your failing to keep your account information secure and confidential.
- 8.2 You may not use anyone else's account and/or password to the Site at any time without the express permission and consent of the holder of that account. The Site cannot and will not be liable for any loss or damage arising from your failure to comply with the Terms of Use.
- 8.3 Where appropriate, the GoRTT uses technology to protect the security of communications made through this Site. However the GoRTT does not accept liability for the security, authenticity, integrity or confidentiality of any transactions and other communications made through the Site. Internet communications may be susceptible to interference or interception by third parties. Despite best efforts, the GoRTT makes no warranties that the Site is free of infection by computer viruses or other unauthorised software.

## **9. Links to Third Party Websites**

- 9.1 The Site may provide links to other websites and online resources. We are not responsible for and do not endorse such external sites or resources. Your use of third-party websites and resources is at your own risk.

- 9.2 The Site has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the GoRTT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or services.
- 9.3 We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## **10. Intellectual Property**

- 10.1 The content of the Site, including but not limited to documents, information, images, online graphics, audio and video or other multimedia, software source code, and links are the Intellectual Property of the GoRTT and all relevant Laws to protect this Intellectual Property Right through copyright, trademark and other forms of proprietary rights are applicable even if not mentioned explicitly. All rights, titles and interests in the contents are owned by, licensed or controlled by the GoRTT.
- 10.2 Use of such content from the Site by way of reproduction, republishing, uploading, posting, transmission or any other form of distribution requires the formal written consent of the GoRTT. The GoRTT reserves the right to modify the rights and the associated contents without any prior notice. Apart from any fair dealings for the purposes of private study, research, criticism or review, as permitted in law, no part of the Site may be reproduced or reused for any commercial purposes whatsoever without our prior written permission.

## **11. Disclaimers Of Warranties and Limitation of Liability**

- 11.1 We provide the Site on an 'as is' or 'as available' basis and make no representations as to the quality, completeness or accuracy of any content made available on the Site. While all attempts and efforts have been made to provide accurate, current and reliable information, the Site recognises the possibility of human and/or technology errors. To the maximum extent permitted by law, we expressly exclude:
- (i) without limitation to the foregoing, the GoRTT provides no warranty or undertaking, and makes no representation of any kind that the Site will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without

interruption, meet any performance or reliability standards or be error-free or that any errors or defects can or will be corrected;

- (ii) all conditions, warranties and other terms that might otherwise be implied by law into the Terms of Use;
- (iii) any and all liability to you, whether arising under the Terms of Use or otherwise in connection with your use of the Site;
- (iv) The foregoing is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties. Notwithstanding the foregoing, nothing in the Terms of Use is intended to exclude or limit any liability that may not by law be excluded or limited, and in particular none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded, nor in any way to exclude or limit (site owner) liability to you for death or personal injury resulting from our negligence or that of our employees or agents.
- (v) By using the Site, you assume all associated risks including any risk of your computer, software or data being damaged by a virus, scripts, trojan horses, worms, malware, time-bombs, software, or any other files, which might be transmitted or activated via the portal. The GoRTT expressly disclaims any liability for any special, incidental, or consequential damages, including and without limitation, lost revenues, or resulting from the use or misuse of the information contained therein.
- (vi) If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected.

## **12. Severability and Waiver**

- 12.1 If any provision of the Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
- 12.2 Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such

right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

### **13. Indemnity**

- 13.1 You agree to indemnify and hold harmless the Site and/or the GoRTT, its officers, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Site and/or GoRTT by any third party due to or arising out of or in connection with your use of the Site however arising directly or indirectly from:
- (i) a breach by the GoRTT and their employees, agents, servants or contractors or you and your employees, agents or contractors to the terms of use;
  - (ii) any wilful, unlawful or negligent act or omission on the part of the GoRTT and their employees, agents, servants or contractors or you and your employees, servants, agents or contractor.

### **14. Governing Law**

- 14.1 The Terms of Use will be governed by and construed in accordance with the laws of the Republic of Trinidad and Tobago, and the courts of Trinidad and Tobago will have exclusive jurisdiction over any claim or dispute arising under or in connection with the Terms of Use.
- 14.2 Recognising the global nature of the Internet, you agree to comply with the Laws of the Republic of Trinidad and Tobago.

### **15. Termination**

- 15.1 We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms of Use.
- 15.2 Upon termination, your right to use the Service will cease immediately.
- 15.3 The Terms of Use are effective until terminated. We may, at any time and for any reason, terminate your access to or use of the Site. If we terminate your access to the Site, you will not have the right to bring claims against us or our affiliates with

respect to such termination. We and our affiliates shall not be liable for any termination of your access to the Site.

15.4 Clauses 6, 8.3,9.2, 10,11, 13 and 14 shall survive the termination of this Agreement.

## **16. General**

16.1 You shall not, in any litigation proceeding, challenge the admissibility as evidence, the accuracy of a data message or electronic record provided by the GoRTT in whatever form it may be presented.

16.2 Nothing in the Terms of Use shall constitute or be deemed to constitute a partnership between the GoRTT and any Subscriber or Service Provider, nor constitute the appointment of the GoRTT as agent of any Subscriber or Service Provider.

## PRIVACY POLICY

This Privacy Policy (“Policy”) describes how the Government of the Republic of Trinidad and Tobago (“GoRTT”, “we,” “us,” or “our”) collects, uses, and discloses personal information when you use the Site and related services. We are committed to protecting your privacy and ensuring the security of your personal information. By accessing or using the Site, you agree to the terms of this Policy.

### *Information We Collect*

a. Personal Information – We may collect personal information that you voluntarily provide to us when using the Site. This may include your name, email address, contact information, and any other information you provide through forms or communications on the Site.

b. Usage Data – We may collect information about your use of the Site, including your IP address, browser type, operating system, referring URLs, page views, and other statistical data. We may use cookies and similar tracking technologies to collect this information.

### *Use of Information*

a. Provide and Improve Services – We use the information we collect to provide and improve the Site and its features, customise your experience, and respond to your inquiries or requests.

b. Communication – We may use your personal information to communicate with you, such as responding to your messages, providing updates or information about the Site, and sending you promotional materials or newsletters. You may opt-out of receiving marketing communications at any time.

c. Analytics and Insights – We may use the information we collect to analyse trends, monitor the usage of the Site, and gather demographic information. This helps us improve our services and enhance the user experience.

d. Legal Compliance – We may use and disclose your personal information as required by law, court order, or government regulation, or if we believe it is necessary to protect our rights, property, or safety, or the rights, property, or safety of others.

### *Sharing of Information*

a. Service Providers – We may engage third-party service providers to perform certain functions on our behalf, such as hosting the Site, analysing data or providing customer support. These service providers will have access to your personal information only to the extent necessary to perform their functions and are obligated to maintain the confidentiality and security of your information.

b. Legal Requirements – We may disclose your personal information if required to do so by law or if we believe that such disclosure is necessary to comply with a legal obligation, protect our rights, or investigate potential violations.

c. Business Transfers – If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your personal information may be transferred as part of that transaction. We will notify you via email and/or prominent notice on the Site of any such change in ownership or control of your personal information.

#### *Data Retention*

a. We will retain your personal information for as long as necessary to fulfill the purposes outlined in this Policy, unless a longer retention period is required or permitted by law.

#### *Data Security*

a. We take reasonable measures to protect your personal information from unauthorised access, use, or disclosure. However, please note that no method of transmission over the internet or method of electronic storage is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

#### *Children's Privacy*

a. The Site is not intended for use by individuals under the age of 18 (“Children”). We do not knowingly collect personal information from Children. If you become aware that a Child has provided us with personal information, please contact us, and we will take steps to delete such information.

#### *Your Rights*

a. You have the right to access, correct, or delete your personal information. If you wish to exercise these rights or have any questions about the processing of your personal information, please contact us using the information provided below.

#### *Changes to this Policy*

a. We may update this Policy from time to time to reflect changes in our practices or legal requirements. We will notify you of any material changes by posting the updated Policy on the Site and indicating the effective date of the update. Your continued use of the Site after the effective date of the updated Policy constitutes your acceptance of the revised Policy.

#### *Contact Us*

a. If you have any questions or concerns about this Policy or our privacy practices, please contact us at [Support.PortLink@gov.tt](mailto:Support.PortLink@gov.tt) or phone us at +1 (868) 800-4739.

By accessing or using the Site, you acknowledge that you have read, understood, and agreed to the terms of this Privacy Policy. If you do not agree with any part of this Policy, please do not access or use the Site.