

GOVERNMENT OF BERMUDA ONLINE - TERMS OF USE

A. INTRODUCTION

- (i) Welcome to Government of Bermuda's ("**Government**", "**we**", "**our**" or "**us**") website. We operate, administer and maintain this website ("**Site**").
- (ii) In consideration of your use of the Site, you and anyone using the Site on your behalf, agree to the following terms and conditions of use (referred to as the "**Terms of Use**").
- (iii) You agree to use the Site only for lawful purposes. You must also use it in a way that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, this Site by anyone else.
- (iv) We may discontinue or change the Terms of Use for the Site or services available on the Site, at any time without notice. Changes take effect when posted to the Site. Your continued use of the Site following the posting of changes will mean that you accept and agree to such changes.

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

1. SITE ADMINISTRATION, MONITORING AND MAINTENANCE

- 1.1 The Site will be administered by our administrator (the "**Administrator**"). The Administrator, at its sole discretion, reserves the right to refuse, suspend or delete Accounts, for example if a user does not comply with these Terms of Use or a user has previously been denied or removed from the Site.
- 1.2 The Administrator may, without notice, restrict, block, suspend or terminate access to use the Site or any part of it to protect it or our services or if required by law or if we, in our sole discretion, believe a user is in breach of these Terms of Use.
- 1.3 We may, without notice, change or remove any material or content residing on or transmitted to our Site that we, in our sole discretion, believe is unacceptable or violates the law or these Terms of Use.
- 1.4 The Administrator reserves the right to refuse the opening of an Account or delete an Account in the case of infringements of the Terms of Use.
- 1.5 **Maintenance of the Site:** We reserve the right to do any of the following, at

any time, without notice: to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

2. **CONTENT, COPYRIGHT, TRADEMARKS & OTHER INTELLECTUAL PROPERTY RIGHTS**

- 2.1 To ensure that the Site is working as intended and that you can communicate and connect with others, there are some restrictions on the type of content that can be published to the Site.
- 2.2 "**Content**" is defined as what you write, copy, download or post to the Site in any form (including HTML and Java code). All Content is protected by copyright and/or other intellectual property laws under Bermuda and foreign laws. Using the Site will not give you a license to exercise any intellectual property rights, unless expressly stated.
- 2.3 Content on the Site is subject to Crown copyright protection.
- 2.4 Contact us if you want to reproduce a piece of Content but are not sure if it's covered by Crown copyright. If you want to reproduce any Content, you will be subject to license conditions.
- 2.5 You may not copy and paste materials from other websites onto or into, the Site, especially entire webpages, tables or charts which may contain HTML or other code from another website. This is to respect copyrights as well as prevent formatting errors on, or into, our Site.
- 2.6 You agree not to post or upload material to the Site unless it is yours; or if you have consent from the copyright owner of any material you wish to post; or if you know the material is in the public domain.
- 2.7 The Site is protected by intellectual property rights that relate to all Content, source code, database, etc. The use of this Site in no way indicates a transfer of these intellectual rights to users of the Site. Every user must be aware of these rights and must govern their actions accordingly. It is forbidden to reproduce, distribute, modify or transmit the Site or its contents, without our written permission.

3. Services and transactions

You can use our Site to access online government services and transactions.

These services are managed by us.

Some services have their own terms and conditions which also apply, you should read these specific terms and condition before you use any third party service.

4. LINKING

4.1 To the Site

You must contact us for permission if you want to either:

- (a) charge your website's users to click on a link to any page on the Site; and
- (b) say your website is associated with or endorsed by us or another government department or agency in Bermuda.

4.2 From the Site

We may provide a link to websites that are managed by other government departments and agencies, service providers or other organisations. We do not have any control over the content, control or administration of these websites.

We are not responsible for:

- (a) the protection of any information you give to these third party websites.
- (b) any loss or damage that may come from your use of these third party websites, or any other websites they link to.

You should read all terms and conditions, privacy policies and end user licences that relate to these third party websites before you use or access them.

5. LINKS TO THIRD PARTY WEB SITES

5.1 Should the Site contain informational, advertising or third party links or references to external web sites that are owned, operated, developed and controlled by others and not by us, we do not endorse or authorize access to those external web sites or any content, services and goods on or through them. You use those links at your own risk and are urged to review their legal and privacy notices, terms and conditions.

5.2 You must not use a deep link or an image (IMG) link, or use the Government logo or any of our trademarks as a "hot" link, to our home page or any other part

of the Site, without receiving a written consent from us.

- 5.3 We will not be responsible for or liable to you for any loss or damage resulting from your use of links to or from third party web sites or of any dealings you have with any third parties you access through the Site.

6. DISCLAIMER, INDEMNITY AND LIABILITY

- 6.1 While we make every effort to keep the Site up to date, we do not provide any guarantees, conditions or warranties that the Content or information will be:

- (a) current; or
- (b) secure; or
- (c) accurate; or
- (d) complete; or
- (e) free from bugs or viruses.

- 6.2 We're not liable for any of the following. This foregoing matters in this section are collectively referred to "**Loss**". The following list is not exhaustive:

- (a) any direct, indirect or consequential loss; and
- (b) any loss or damage caused by civil wrongs ('tort', including negligence);
and
- (c) breach of contract or otherwise; and
- (d) the use of our Site and any websites that are linked to or from it; and
- (e) the inability to use the Site and any websites that are linked to or from it;
and
- (f) fines, penalties, taxes, legal expense, cost or charges incurred resulting
from any of the above.

The foregoing in this section applies if the Loss or damage was foreseeable, unforeseeable, arose in the normal course of things or you advised us that it might happen.

- 6.3 Loss also includes, but is not limited to, your:

- (a) income or revenue;
- (b) salary, benefits or other payments;
- (c) business or opportunity to make money;

- (d) profits or contracts;
- (e) opportunity to make a profit or money;
- (f) anticipated savings;
- (g) goodwill or reputation;
- (h) tangible property;
- (i) intangible property, including loss, corruption or damage to data, software or any computer system; or
- (j) wasted management or office time.

6.4 We may still be liable for any other liability which cannot be excluded or limited under applicable law, including fraudulent misrepresentation, personal injury or death.

6.5 Without limiting the foregoing, our total liability to you in contract, tort or other theory of liability, damage or loss, arising in relation to the Site (including any Content and these terms of use) is limited to five (\$5) dollars.

6.6 You should take precautions including scanning for viruses and having a complete and current back up of files on your computer system prior to accessing or using the Site.

6.7 You shall indemnify, keep indemnified and defend and hold us, our public officers, employees or agents and the Administrator, harmless from any and all loss, actions, claims, damages, liabilities, costs and expenses (including legal fees and expenses) related to or associated with your use of the Site or someone using your Account and password or your or such other person's violation of these Terms of Use.

7. EXTENSION OF DEFENCES

Every right, including the right to be indemnified, exemption from liability and defence of whatsoever nature applicable to us or to which we are entitled hereunder extends to and for the benefit of the Government of Bermuda, Ministers, public officers, employees, the Administrator or suppliers (including any party involved in creating, producing or delivering the Site).

8. REQUEST TO REMOVE CONTENT

8.1 You can ask for Content to be removed from our Site or we will remove any

Content:

- (a) in order to comply with data protection legislation covering the rights and freedoms of individuals; or
- (b) if it breaches copyright laws, contains sensitive personal data or material that may be considered obscene or defamatory.

8.2 We remove Content at our discretion in discussion with the department or agency responsible for it.

8.3 Contact us to ask for Content to be removed. You'll need to send us the web address (URL) of the Content and explain why you think it should be removed. We will reply to let you know whether we will remove any Content.

9. USER LIABILITY

9.1 You are entirely responsible for maintaining the confidentiality of your password and other Account details.

9.2 You are responsible for Content you post on the Site. We do not assume responsibility for Content not posted by us.

9.3 We reserve the right to monitor all Content posted on the Site in real time or hold such Content for approval, so objectionable Content cannot be posted or removed until it is reviewed by the Administrator. We reserve the right to edit or remove objectionable or inappropriate Content. Violators who post objectionable Content may receive a warning, or have their memberships and Account suspended or terminated.

9.4 You are entirely responsible for any and all activities that occur under your Account. You agree to notify the Administrator immediately of any unauthorised use of your Account or any other breach of security. We will not be liable for any Loss or damage that you may incur as a result of someone else using your password or Account, either with or without your knowledge.

9.5 You could be held liable for Loss, damage or interference, by us or another party, due to someone else using your Account or password.

9.6 You may not use anyone else's Account at any time, without the permission of the Account holder.

9.7 You agree to immediately notify us of any unauthorized use of your user name,

password or Account.

- 9.8 We may delete all your personal data or personally identifiable data from the Site in our sole discretion.

10. Virus protection

- 10.1 We make every effort to check and test the Site for viruses at every stage of use. You must make sure that the way you use the Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which can damage your computer system.

- 10.2 We're not responsible for any Loss, disruption or damage to your data or computer system that might happen when you use the Site.

11. Viruses, hacking and other offences

- 11.1 When using the Site, you must not introduce viruses, trojans, worms, logic bombs or any other material that's malicious or technologically harmful or causes interference.

- 11.2 You must not try to gain unauthorised access to the Site, the server on which it's stored or any server, computer or database connected to it.

- 11.3 You must not attack the Site in any way. This includes denial-of-service attacks.

- 11.4 You must not use the Site in a manner or for a purpose prohibited by law or is likely to give rise, or encourages conduct that would give rise to criminal or civil liability or is in contempt of any legal proceedings.

- 11.5 We'll report any attacks or attempts to gain unauthorised access to the Site to the relevant law enforcement authorities and share information and data about you with them.

12. INFORMATION ABOUT YOU AND YOUR VISITS TO THE SITE

We collect information about you in accordance with our privacy policy. By using our Site, you agree to us collecting this information and confirm that any information or data you provide is accurate.

12.1 RELIANCE ON INFORMATION

- 12.2 The Site is intended to provide information only and, as such, should not substitute for the exercise of your reasonable judgement. You should seek

appropriate advice before taking or refraining from taking any action in reliance on any information provided on the Site.

12.3 THE SITE IS IN NO WAY TO BE CONSIDERED OR USED AS A REPLACEMENT FOR PROFESSIONAL AND/OR RELEVANT ADVICE.

13. IN CASE OF BREACHES OF THE TERMS OF USE

13.1 The Administrator will supervise the Site to ensure that these Terms of Use are not violated.

13.2 The Administrator reserves the right, if it detects breaches to these Terms of Use, to suspend or terminate access to this Site and we may suspend or permanently delete an Account. After access is suspended or terminated, the Administrator may delete any Content posted or accessible on any part of the Site.

13.3 We cannot be held liable for Content posted by users or third parties, which violate these Terms of Use. You agree that if you see any texts, photos, videos or other posts that offend you or you think may offend other users, you shall report this to the Administrator immediately.

13.4 Every download by a user or click on a hyperlink, placed by a user, is done at their own risk and any damage incurred is completely and solely the responsibility of the user.

14. CONFIDENTIALITY OF COMMUNICATIONS

14.1 Please note that communications sent over the internet, particularly unencrypted e-mail, are subject to possible interception, loss, change or forging.

14.2 We will not be responsible for any Loss, interference or damage you may suffer from transmission of information that you make to us or any third party, or request us or any third party to make to you through the e-mail links provided or addresses given on the Site.

14.3 We are not responsible for any errors or changes made to, or loss or interception of, any transmitted information. Such transmission of information is at your own risk.

15. COOKIES POLICY

15.1 **We use cookies on this Site. By using the Services, you consent to the use of cookies.**

- (a) Our cookies policy explains what cookies are, how we use cookies, how third-parties we may partner with may use cookies on the Services, your choices regarding cookies and further information about cookies.
- (b) We use cookies to personalise content and advertisements, to provide social media features and to analyse our traffic. We also share information about your use of the Site with our social media, advertising and analytics partners who may combine it with other information that you've provided to them or that they've collected from your use of their services.

15.2 **What are cookies**

- (a) Cookies are small pieces of text sent by your web browser by a website you visit. A cookie file is stored in your web browser and allows the Service or a third-party to recognize you and make your next visit easier and the Service more useful to you.
- (b) Cookies can be "persistent" or "session" cookies.

15.3 **How My Company (change this) uses cookies**

When you use and access the Services, we may place a number of cookies files in your web browser.

15.4 **We use cookies for the following purposes: to enable certain functions of the Services, to provide analytics, to store your preferences, to enable advertisements delivery, including behavioural advertising.**

We use both session and persistent cookies on the Services and we use different types of cookies to run the Services.

Essential cookies. We may use essential cookies to authenticate users and prevent fraudulent use of user accounts.

15.5 **Third-party cookies**

In addition to our own cookies, we may also use various third-parties cookies to report usage statistics of the Service, deliver advertisements on and through the Service, and so on.

16. **APPLICABLE LAW & GENERAL PROVISIONS**

- 16.1 Any claim arising out of the Content or the use of the Site shall be governed by and construed in accordance with the laws of Bermuda, without giving effect to any principles or conflicts of law.

- 16.2 You irrevocably submit to the jurisdiction of the courts of Bermuda. If you use the Site from outside Bermuda, you do so at your own risk and you alone are responsible for complying with applicable laws.
- 16.3 Our failure to insist upon or enforce strict performance of any provision in these Terms of Use shall not be construed as a waiver of such provision or any right.
- 16.4 If any part of these Terms of Use or any additional terms and conditions applicable to certain parts of the Site is found by any court or tribunal of competent jurisdiction to be void, invalid or unenforceable, it shall be given effect to the greatest extent possible and the remainder will continue to apply.
- 16.5 These Terms of Use, together with any additional terms and conditions applicable to certain parts of the Site and certain services, constitute the entire agreement between you and us and supersede all prior agreements relating to the subject matter thereof.
- 16.6 In the event that there is a conflict between these Terms of Use and any other terms and conditions applicable to certain services and certain parts of the Site, these Terms of Use shall govern to resolve any such conflict, otherwise the terms and conditions applicable to certain services and certain parts of the Site shall prevail.
- 16.7 There may be legal notices elsewhere on the Site that relate to how you use the Site.
- 16.8 We're not liable if we fail to comply with these Terms of Use because of circumstances beyond our reasonable control.
- 16.9 For avoidance of doubt, by accessing this Site, you agree to be bound by these Terms of Use.

If you have any questions regarding these Terms of Use or Site please contact the Administrator.

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