

**TERMS AND CONDITIONS AGREEMENT FOR USAGE OF NATIONAL ENERGY CORPORATION OF TRINIDAD AND TOBAGO LIMITED'S "ttEngage INVESTOR PLATFORM"**

**PLATFORM TERMS OF USE**

National Energy Corporation of Trinidad and Tobago Limited ("National Energy") operates this online platform to provide investment facilitation services and/or access to information to Investors and Other Agencies. Approval Agencies are participants in the Platform due to their involvement in the investment facilitation process especially as it relates to the Statutory Approvals. ("The Investors, Approval Agencies and Other Agencies are collectively referred to in this agreement as "Users"). By accessing and using this platform you agree to each of the terms and conditions set forth herein ("Terms of Use"). Additional terms and conditions applicable to specific areas of this platform or to particular content are also posted in particular areas of this platform and together with these Terms of Use, govern your use of those areas content.

**1. ACCEPTANCE OF TERMS OF USE AGREEMENT**

- 1.1 This Agreement is an electronic contract that sets out the legally binding terms of your use of the platform. National Energy reserves the right to modify this platform at any time without giving you prior notice. Your use of the platform following any such modification constitutes your agreement to follow and be bound by the Agreement as modified.
- 1.2 By accessing the platform you consent to have this Agreement provided to you in an electronic form.

**2. REGISTRATION**

- 2.1 Registration is mandatory for "Investors" and "Other Agencies" (definitions can be found in the Information Tab on the ttEngage website at (<https://nationalenergy.tt/>). National Energy will register Users identified as "Approval Agencies".
- 2.2 In order to access the platform as an Investor or Other Agency, you will need to:
  - i. register at <http://registration.ttengage.tt;>
  - ii. provide to National Energy all ancillary information that National Energy may require in the allocated fields;
  - iii. accept these terms and conditions.

**3. ELIGIBILITY**

- 3.1 You must be at least 18 years to access this platform and by using the platform you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement.
- 3.2 You may not use the Services and may not accept the Terms and Conditions if you are not of the legal age to form a binding contract.

- 3.3 To be classified as an Investor for use of the Platform, the user must have a legally registered company.
- 3.4 The registered Investor, Approval Agency and Other Agency users must have the legal authority to act on behalf of their company or agency.

#### **4. AMENDMENTS TO TERMS AND CONDITIONS**

National Energy reserves the right to amend the terms and conditions of this Agreement from time to time. Amendments to this Agreement will be effective after thirty (30) days have passed from the date of posting on the ttEngage website (www. ttengage.tt). BY USING OR CONTINUING TO USE THE PLATFORM AT ANY TIME AFTER THIRTY (30) DAYS HAVE PASSED FROM THE DATE ANY AMENDMENTS ARE POSTED ON THE WEBSITE, YOU REPRESENT THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS AMENDED.

#### **5. USER RESPONSIBILITIES**

- 5.1 The User is responsible for the confidentiality of the password(s) associated with the account. The User shall ensure control of the password for authorised usage of the Platform. Unless the contrary is proved, all communication and activities occurring under or referable to the User's account and password shall be deemed to have been validly used or authorised by the User.
- 5.2 If you become aware of any unauthorized use of your password or of your account, you agree to notify National Energy immediately at:  
  
Email Address: [ttengage@nationalenergy.tt](mailto:ttengage@nationalenergy.tt)  
  
Telephone: 1 (868) 636 8471 ext 227
- 5.3 The User agrees that access to the Platform is for approved purposes only. The User agrees that it shall not (unless it obtains National Energy's prior written approval), reproduce, duplicate, copy, sell, resell or exploit any portion of the Platform.
- 5.4 The User warrants and represents that the User or its nominees are duly authorised to upload, submit, transmit or otherwise deal with all content, information and data provided by the User and that all such content, information and data provided is true, accurate, current and complete.
- 5.5 The User agrees not to knowingly submit, upload or transfer any unauthorised files, codes (including but not limited to viruses), documents and information, in the course of using the Platform.
- 5.6 The User undertakes not to use the Platform for or to carry out any activity that may be prohibited under the Laws of the Republic of Trinidad and Tobago.
- 5.7 The User hereby authorises National Energy to use with any personal data or information submitted by or to the User, in accordance with the Data Protection Act, 2011 and notes that it will be subject to the Freedom of Information Act, 1999.

- 5.8 The User agrees to at all times indemnify and hold harmless National Energy and its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from:
- a) a breach by the User or its employees, agents or contractors of the terms of this Agreement; or
  - b) any willful, unlawful or negligent act or omission on the part of the User or its employees, agents or contractors.
- 5.9 The User shall provide to National Energy its contact details (e.g. address, mobile number, fax number, e-mail) and shall promptly update such information provided from time to time on any change in such contact details. Where National Energy is to send any notification to the User under this Agreement, National Energy shall use reasonable efforts to do so at the User's contact details last provided to National Energy. National Energy shall not be liable if the User 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 The User agrees that all Data Messages and Electronic Records to be sent through the Platform will comply with all applicable legal requirements and such message requirements as National Energy 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 National Energy will not be responsible for any damage or loss caused during the period between "dispatch" and "receipt" of a data message, as specified in Clause 6.2 above.
- 6.5 If The User receives any Data Messages or Electronic Records addressed to another User or a third party which was wrongfully forwarded to him, he shall:-
- i. notify National Energy, and return the Data Messages or Electronic Records to the Originator through ttEngage as soon as possible; and
  - ii. destroy all copies of the Data Messages or Electronic Records afterwards and keep the contents of the Data Message as confidential.

## **7. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights (including copyright and trademarks) contained in, relating to or in connection with the Platform (including text, graphics, logos, icons, sound recordings and software) are owned by National Energy or our licensors. No materials provided through the Platform, including text, graphics, compilations, computer program, code and/or software may be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcasted, posted, transmitted, or hyperlinked in any manner and in any form without our express, prior written approval and the respective intellectual property owners.

## **8. DISCLAIMERS OF WARRANTIES AND LIMITATION LIABILITY**

- 8.1 National Energy does not warrant that the Platform will meet the User's requirements or that the Platform and communication will be uninterrupted, timely or error-free. National Energy does not warrant the security of any information transmitted over the Internet as no data transmission over the Internet can be guaranteed as totally secure. Accordingly, any document or information which is transmitted by the User, whether to National Energy or to any other User, is transmitted at the User's own risk.
- 8.2 National Energy is not responsible for the availability, content or security of external websites or websites belonging to Agencies which may be linked or integrated with this Platform. National Energy undertakes no liability, whether in contract, tort or otherwise for the acts, neglects and omissions of the Agencies or other third parties, including without limitation third party providers of telecommunication, computer or internet services or for faults in or failures of their apparatus, equipment or systems.
- 8.3 National Energy shall not be liable to The User or any other party for any damages, loss, cost or expense suffered by The User or any other party as a result of:
- i. an action brought by a third party even if such loss was reasonably foreseeable or National Energy has been advised of the possibility of The User or any other party suffering or incurring the same;
  - ii. the reliance on or use of any data, information, content or matter provided by Approval Agencies;
  - iii. any errors, interruptions or other occurrence whatsoever arising out of any form of communications or other facilities not provided by National Energy;
  - iv. any data or other information input, sent or received by or to the User or through the Platform;
  - v. any occurrence not due to National Energy direct default.
- 8.4 In no event shall National Energy be liable for any loss of business, profit, goodwill or any type of special, indirect or consequential loss.
- 8.5 Neither party shall be responsible for failure to perform or fulfill its commitments under this Agreement if such failure is due to any other circumstances outside its control. Such circumstances comprise, but are not confined to, acts of God, war, riots and sabotage.
- 8.6 National Energy shall not be held responsible for any failure to meet its obligations under this Agreement to the extent that such failure is attributable to the effects of any computer virus (or similar invasive computer programmes).

## **9. GOVERNING LAW**

- 9.1 This Agreement shall be governed and construed in accordance with the Laws of the Republic of Trinidad and Tobago. The Parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Trinidad and Tobago.
- 9.2 Recognising the global nature of the Internet, the User agrees to comply with the Laws of the Republic of Trinidad and Tobago regarding online conduct, acceptable content and use of the platform and the ttEngage Services. National Energy does not warrant that the details on the ttEngage Platform will satisfy the laws of any other country other than the

Republic of Trinidad and Tobago.

## **10. TERMINATION OF ACCESS**

- 10.1 Either party may terminate this Agreement by thirty (30) days' prior written notice or by means of a data message to the other party.
- 10.2 Upon termination, The User and its nominees shall immediately cease to use or access the Services and National Energy will immediately cease to provide access to the platform.

## **11. GENERAL**

- 11.1 The User shall not, in any litigation proceeding, challenge the accuracy of a data message or electronic record provided by National Energy in whatever form it may be presented.
- 11.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between National Energy and any User of the platform, nor constitute the appointment of National Energy as agent of any User.
- 11.3 A waiver of breach or default under this Agreement by National Energy must be in writing and shall not be a waiver of any other or subsequent default. Failure or delay by National Energy to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.
- 11.4 If any of the terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.
- 11.5 The User shall not assign this Agreement or any part thereof.
- 11.6 This Agreement shall supersede all proposals, prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.