

# CARIRI Website and Domains Terms of Use Policy

## Legal information on the use of The Caribbean Industrial Research Institute websites and Domains

**ATTENTION:** Please read these terms carefully before using this website. Using this website indicates that you accept these terms for all websites under the CARIRI domain.

If you do not accept these terms ("TERMS") do not use this website. Please read this Agreement carefully before accessing or using the Site. By accessing or using any part of the Site, you agree to become bound by the terms of use in this Agreement. If you do not agree to all the terms of use in this Agreement, then you may not access the Site or use any services.

## 1. Use of Site

The Caribbean Industrial Research Institute ("CARIRI", "the Institute") authorizes you to view and download the materials at this website ("Site") only for your personal, non-commercial use, provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials.

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For purposes of these terms, any use of these materials or any part thereof on any other Website or networked computer environment for any purpose is prohibited. The materials at this Site are copyrighted, and any unauthorized use of any materials at this site may violate copyright, trademark, and other laws.

If you breach any of these terms, your authorization to use this site automatically terminates, and you must immediately destroy any downloaded or printed materials.

## 2. Use of Software

If you download software from this site ("Software"), which term includes computer-coded instructions and data, use of the software is subject to the permission of the Owners of the Software and/or any license terms in any Software License Agreement that may accompany or may be provided with the Software. You may not download or install the Software until you have read and accepted the terms of the software license agreement.

### **3. User Submissions**

Other than personally identifiable information, which is covered under the CARIRI Online Privacy Statement, any material, information or other communication you transmit or post to this Site will be considered non-confidential and non-proprietary ("Communications"). CARIRI has unlimited rights to such communications, and the Institute may use the communications in any way we choose. CARIRI and its designees will be free to copy, disclose, distribute, incorporate and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from this Site any unlawful, threatening, libellous, defamatory, obscene, pornographic, or other material that would violate any law.

### **4. User Chat Rooms & Forums**

While CARIRI is not under any obligation to do so, we will, as far as possible, monitor or review any areas on the Site where users transmit or post Communications or communicate solely with each other, including but not limited to chat rooms, bulletin boards or other user forums, and the content of any such Communications. CARIRI, however, will have no liability related to the content of any such Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. CARIRI, however, retains the right to remove messages that include any material deemed abusive, defamatory, obscene or otherwise unacceptable.

### **5. Links to Other Websites**

Links to third-party Websites on this Site are provided solely as a convenience to you.

If you use these links, you will leave this Site. CARIRI has not reviewed all of these third-party sites and does not control and is not responsible for any of these sites or their content. Thus, CARIRI does not endorse or make any representations about them, or any information, software or other products or materials found there, or any results that may be obtained from using them. If you decide to access any of the third-party sites linked to this Site, you do this entirely at your own risk. You are advised to read the Terms of Use to ensure that you consent to and follow their protocols. It is also advisable to read the Privacy Policy on that website to find out what it does with your information.

### **6. Disclaimer**

The materials provided on this site are approved "as is" without any warranties of any kind, including warranties of fitness for a particular purpose or non-infringement of Intellectual Property.

CARIRI further does not warrant the accuracy and completeness of the materials at this Site. CARIRI may make changes to the materials at this Site at any time without notice. While at times, the materials at this Site may be out of date, and CARIRI makes no commitment to update the

materials at this site. Information published at this site may refer to products, programs or services that are not available in your country.

## 7. Limitation of Liability

The information contained on this website is not comprehensive, and despite our effort, it may not be accurate, up-to-date or applicable to the circumstances of any particular case. We cannot accept any liability for any inaccuracies or omissions (other than for fraudulent misinterpretation) on this website or the suitability for use for any purpose whatsoever of its content nor as to the reliability of any sources from which the same is derived (whether credited or otherwise).

Any decisions you make based on information contained on this website are your sole responsibility. CARIRI does not accept liability for any direct, indirect, special, consequential or other losses for damages of whatsoever kind arising out of access, inability to use or the results of the use of this website or the use of this site and any websites linked to this site or material or information contained on any or such site, whether or not advised of the possibility of such damages. If your use of the material or information from this site results in the need for servicing, repair or correction of equipment or data, procedural or operational changes, you assume all costs thereof.

While we make every effort to keep all websites on the CARIRI domain up to date, the Institute does not provide any guarantees, conditions or warranties that the information on the Site will be:

- current
- secure
- accurate
- complete
- free from bugs or viruses

CARIRI does not publish advice on the Site. You should get professional or specialist advice before doing anything on the basis of the content provided on the Site or any third-party website. CARIRI is not liable for any loss or damage that may come from using the Site. This includes:

- any direct, indirect or consequential losses
- any loss or damage caused by civil wrongs ('tort', including negligence), breach of contract or otherwise
- the use of the Site and any websites that are linked to or from it
- the inability to use the Site and any websites that are linked to or from it

This applies if the loss or damage was foreseeable, arose in the normal course of things, or you advised us that it might happen.

This includes (but is not limited to) the loss of your:

- income or revenue;
- salary, benefits or other payments;
- business;

- profits or contracts;
- opportunity;
- anticipated savings;
- data;
- goodwill or reputation;
- tangible property;
- intangible property, including loss, corruption or damage to data or any computer system;
- wasted management or office time.

## **8. General**

CARIRI may revise these terms at any time by updating this posting. You should visit this page from time to time to review the current terms because they are binding on you. You will agree to any changes if you continue to use this Site after the terms of use have been updated. Certain provisions of these terms may be superseded by expressly designated legal notices or terms located on particular pages at this site. If any of these terms of use are held to be invalid, unenforceable or illegal for any reason, the remaining terms of use will still apply.

## **9. Laws governing this website**

Your use of our websites and downloads from it, and the operation of these terms and conditions, shall be governed in accordance with the laws of the Republic of Trinidad and Tobago. Any controversy, claim, or dispute arising out of or relating to the Agreement shall be subject to the exclusive jurisdiction of the competent courts of the Republic of Trinidad and Tobago.

In the event that any or any part of the terms contained in these terms and conditions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

## 10. Third-party tools and services

This website utilizes several third-party API tools and Services. Use of our websites indicates that you accept the terms set out in the following;

- [Google YouTube API Terms](#)
- [Microsoft Azure API Management Terms](#)
- Amazon Simple Email Service
- Amazon Simple Notification Service
- Google Play Store, Google Analytics
- Google AdSense, Google AdWords
- Facebook Apps
- Apple's App Store
- Sendgrid
- Google Cloud, Google Maps
- Microsoft Azure