

TERMS AND CONDITIONS AGREEMENT

This Terms and Conditions Agreement ("this Agreement") governs your access to and use of the EBOXTENDERS Cloud Platform ("the Platform"). By clicking the checkbox indicating your acceptance of this Agreement, you acknowledge that you have read, understood and agreed to be bound by the Terms and Conditions of this Agreement. This Agreement is subject to change and you will be bound by such changes. If you do not agree with these terms and conditions, you must not accept this Agreement and you will not have access or use of the Platform.

1. Scope

The Platform gives End Users the opportunity to register in order to participate in EBOXTENDERS' procurement process ("procurement process") which includes invitation to prequalify ("ITP"), invitation to tender ("ITT"), request for proposal ("RFP"), request for quotation ("RFQ"), and invitations to participate in both Forward and Reverse Auctions. All ITP, ITT, RFPs and RFQs published by EBOXTENDERS on the Platform are **invitations to treat**. This Agreement governs the use of the Platform and its content.

2. Definitions

Days - refers to calendar days unless otherwise stated

End User - refers to any person/organization who has registered an account for use of the Platform and any person authorized to act on behalf of such person/organization.

EBOXTENDERS - refers to EBOXTENDERS LTD.

Party or Parties - means either the End User or EBOXTENDERS individually or both together.

the Platform - refers to EBOXTENDERS' online procurement platform which is a cloud solution that gives access to information regarding EBOXTENDERS' procurement process.

the Platform Content - refers to any information such as guidelines, forms and other documents provided by EBOXTENDERS to the End User on the Platform.

Written/ in writing - refers to e-mails or any digital documentation delivered via electronic communication unless otherwise stated.

Your Content refers to any information, document, text image, videos or other material that pertains to the End User which is uploaded by the End User and is available for viewing by the End User and EBOXTENDERS.

3. Changes in Agreement and/or Platform

1. **Changes in this Agreement** - EBOXTENDERS reserves the right, in its sole discretion, to modify, add or remove any portion of this Agreement, in whole or in part, at any time. You agree to be notified via the e-mail address provided on your registered account of any amendments. Your continued use of your registered account on the Platform shall establish your acceptance of all amendments in this Agreement.
2. **Changes to the Platform** - The Platform may be modified, revised or upgraded from time to time by EBOXTENDERS without notice or liability. EBOXTENDERS may change, suspend, or discontinue any aspects of the Platform at any time, including, but not limited to: Your Content within your registered account, invitations and requests offered, hours of availability, and equipment or software needed for access or use of the Platform. EBOXTENDERS may also impose limits on certain features of the Platform and/or restrict your access to parts or the entire Platform without notice or liability.

4. Use of the Platform; Platform Content; Privacy; Trademarks; Intellectual Property Rights

1. **Permissible Use** - You and your authorized employees may access, download and use material displayed on the Platform under your registered account for internal business use only in accordance with this Agreement. You may not make derivative works, distribute, or modify or otherwise use the Platform Content for public or non-business purposes without prior written permission from EBOXTENDERS and its licensors, as applicable.
2. **Access** - Access to the Platform is granted in the absolute discretion of EBOXTENDERS, and may be terminated at any time. You will be required to create your own username and password.

You are responsible for protecting the confidentiality of your username and password for your account and accept responsibility for all actions which occur under your username and/or password. You agree not to disclose or share your username or password with any third parties or use your username or password for any unauthorized purposes.

You are solely responsible for any liability or damages resulting from any failure to maintain the confidentiality of your username and password. EBOXTENDERS shall not be liable for any losses that may result from any unauthorized use of your username and password to access the Platform. You agree to immediately notify EBOXTENDERS at info@eboxtenders.com if you suspect any breach of security such as loss, theft or unauthorized disclosure or use of your username or password. You agree to logout of the Platform at the end of each session.

3. **Confidentiality** - You understand that you may receive certain Confidential Information on the Platform. "Confidential Information" includes the Platform Content, proprietary rights, and any other information transmitted via the Platform. You agree that you will not disclose Confidential Information to any third party. You agree not to use or reproduce such Confidential Information without prior written consent of EBOXTENDERS except as otherwise permitted herein. You agree that you will limit access to Confidential Information to those of your employees who have a need to know such Confidential Information. You acknowledge that the Confidential Information is sensitive and that a breach of this confidential obligation by you will cause continuing and irreparable injury to EBOXTENDERS and its clients for which monetary damages may not be an adequate remedy. In the event of a breach of this confidential obligation, EBOXTENDERS and its clients have the right to seek injunctive or other equitable relief in addition to any other available legal remedies.
4. **Lawful Use; Platform Content** - Your access to and use of the Platform are subject to all applicable laws and regulations of Trinidad and Tobago. You represent and warrant that you will not use the Platform in any manner or for any purposes that are unlawful or prohibited by this Agreement or the laws of the Republic of Trinidad and Tobago. EBOXTENDERS may immediately suspend or terminate your access to the Platform if it determines that your use is or may be unlawful.

You may use the Platform only for your own internal and informational purposes as it relates to the procurement process.

You agree to refrain from uploading on the Platform (i) any offensive or unlawful material; (ii) any material unrelated to any requests made by EBOXTENDERS to you; (iii) any material containing any computer virus, worm, or other malicious code; (iv) any material that infringes another person's copyright, trade or service mark, patent or other intellectual rights; and (v) any material that violates any other laws or regulations including not but limited to those governing export and import controls, consumer protection, unfair competition, criminal law, antidiscrimination and trade practices/fair trading law.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform and the Platform Content.

You hereby grant EBOXTENDERS and its clients' permission to obtain and use Your Content collected from the Platform in connection with the procurement process.

5. **Data Protection** - EBOXTENDERS takes all measures reasonably necessary to protect the confidentiality and integrity of Your Content on the Platform in accordance with the **Data Protection Act, Chap. 22:04**. You understand and agree that Your Content on the Platform may contain personal information and as such you hereby explicitly and unambiguously consent to the collection, use and transfer of such information, in electronic or other form by EBOXTENDERS and its clients.
6. **Trademarks** - The trademarks, service marks, and logos used and displayed on the Platform are trademarks of EBOXTENDERS and others. No right or license to use any trademark, logo, graphic, image or other aspect of the Platform is granted to you by this Agreement.
7. **Intellectual Property Rights** - Other than Your Content which you have opted to include on the Platform, EBOXTENDERS and/or its clients own all rights to the intellectual property and material contained in the Platform, and all such rights are reserved. You are granted a limited license only, subject to the restrictions provided in this Agreement for purposes of viewing the material contained in the Platform.

5. Your Content

With respect to Your Content, by displaying and/or uploading it, you grant EBOXTENDERS a non-exclusive, worldwide, irrevocable, royalty-free licence to use, reproduce, adapt, publish, and distribute it in any and all media.

Your Content must be your own and must not infringe on any third party's rights. EBOXTENDERS reserves the right to remove any of Your Content from the Platform at any time, and for any reason, without notice. You agree to indemnify EBOXTENDERS from any third-party legal action in accordance with **clause 9** below.

6. Procurement Process and Amendments

1. **Procurement Process** - All responses to ITP, ITTs, RFPs, RFQs and eAuctions must be submitted on the Platform. A response sent after the closing date and time will not be considered. End Users are expected to examine all the file attachments published on the Platform, which indicate what information and documentation must be provided for the respective procurement process. The accuracy of all information uploaded on the Platform in response to the respective procurement process is the responsibility of the End User.

You are permitted to submit and upload on the Platform, one (1) single PDF document no larger than 10 MB for any particular part of the procurement process.

Should you experience any technical difficulties when submitting documents on the Platform, you are to contact EBOXTENDERS' HelpDesk at info@eboxtenders.com EBOXTENDERS will address any technical difficulties that are within its control

2. **Amendments to Procurement Process** - EBOXTENDERS reserves the right to,
 1. suspend and re-open or cancel any part of procurement process,
 2. extend the closing date and/or time of any part of the procurement process; or
 3. vary or amend the details of any part of the procurement process; at any time prior to the closing date and time for receipt of response by publication of a notification on the Platform.

EBOXTENDERS will not be held liable for any losses whatsoever incurred by the End User, for exercising its rights expressed above.

7. Electronic Payment; Refund or Cancellation

1. **Payment Platform** - EBOXTENDERS uses WiPay as the payment platform to process all monetary transactions on the Platform.
2. **Payment** - To make a payment for any part of the procurement process on the Platform you must input: (i) the name of the cardholder, (ii) the number of the credit card, and (iii) the card security code located at the back of the card. The card information provided is for a one-time only authorization to charge the card, and to obtain the relevant funds in connection with the procurement process. The onus is on you to ensure that your card and transactional information is accurate.
3. **Card Information Protection** - You are required to enter your card information for every payment transaction as your card information is not stored on the payment platform by EBOXTENDERS or any of its clients. To secure your card information during the payment process two security measures incorporated. A Secure Socket Layer encryption is used along with 3D Secure which adds an extra level of security for credit card payments. With the use of 3D Secure, you are required to authenticate that you are the cardholder during the payment process.
4. **Cancellation or Refund** - Cancellations and refunds will be considered at EBOXTENDERS' discretion. To make a cancellation or refund request, you must e-mail EBOXTENDERS at info@eboxtenders.com and provide the following information:
 1. The name of your business,
 2. The date and time the transaction was made on the Platform,
 3. Justification/ reason for refund/ cancelation request,
 4. The payment authorization code and receipt number received after the transaction was completed,
 5. The last four (4) digits of the credit card used to make the payment, and
 6. The acknowledgement number for which the payment was made.

8. Limitations on Liability

In no event shall EBOXTENDERS, its agents, licensors, clients or service provides or any other person or entity involved in creating, promoting, maintaining, hosting or otherwise making available any of EBOXTENDERS' Content or the Platform, be liable to you or any other person or entity for any indirect, incidental, special, consequential, punitive, or other such damages, including, without limitation, lost profit or lost revenues, even if advised of the possibility of such damages, including but not limited to any damages associated with:

1. loss of goodwill, profiles, Your Content or other data or other such losses;
2. your use or inability to use the Platform, any unauthorized use of the Platform or any failure of the Platform to function during your use;
3. your reliance on Your Content on the Platform;
4. damage to your computer equipment or other property on account of your access to or use of the Platform or downloading of information from the Platform;
5. errors or inaccuracies in the Platform Content, technology, or any advertising or other information, software, procurement process and related graphics used, viewed or obtained on the Platform; or
6. any property loss including damage to your computer or computer system caused by viruses or other malicious code encountered during your use of the Platform or any third-party website links on the Platform;
7. an event of force majeure that affects the availability and/or performance of the Platform
8. breakdown of the Platform for any period of time.

These limitations of liability shall apply regardless of the form of action, whether based in contract, negligence, strict liability, other tort or otherwise.

9. Indemnity

End Users agree to indemnify, defend, and hold harmless EBOXTENDERS, its agents, licensors, clients and service providers and their respective affiliates, employees and agents from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees resulting from (including your employees and agents or anyone using your user names or passwords):

1. breach of any provision of this Agreement, including any warranty you provide herein,
2. negligence or intentional misconduct,
3. transmission of any viruses, Trojan horses or other harmful bugs or programs, or
4. your use of the Platform.

Without limiting the foregoing, you agree to indemnify and hold EBOXTENDERS harmless from any costs or expenses that EBOXTENDERS may sustain as a result of the any data transfer in breach of any privacy or data protection laws of the Republic of Trinidad and Tobago or any other country, with respect to any content you placed on the Platform. You hereby release and discharge EBOXTENDERS from all claims, demands, and causes of action, whether known or unknown, arising out of or related to any unauthorized access to or use of the Platform or any information contained or displayed on the Platform.

10. DISCLAIMER

EBOXTENDERS does not warrant or represent that the Platform and its servers will operate error-free or uninterrupted, that defects will be corrected, or will be free of viruses and other harmful components, nor that the Platform Content will always be accurate, complete, reliable, current or error-free.

To the fullest extent permissible pursuant to applicable law, EBOXTENDERS disclaims all representations and warranties of any kind, either express or implied, including, but not limited to, the implied warranties of: (i) satisfactory quality, (ii) fitness for a particular purpose, (iii) title, and any warranties arising from course of dealing, or course of performance of the Platform.

Without limiting the above, EBOXTENDERS shall not be responsible for and specifically disclaim all warranty obligations whatsoever with respect to your negligence or misuse of the Platform, computer hardware, or third-party software malfunctions, noncompliant data formats, date input errors, or your failure to follow installation or operating instructions provided by EBOXTENDERS. You expressly agree that your use of the Platform, including all data or content viewed or transmitted on the Platform is at your sole risk.

EBOXTENDERS does not accept responsibility for your non-adherence to the stipulated closing dates and times expressed in any particular procurement process or any amendments of such. You agree that EBOXTENDERS shall not be liable for any delays, interruptions, errors or failure that may occur during your use of the Platform that whether or not it is within the control of EBOXTENDERS including force majeure, failure or fluctuation of electrical power, industrial actions and/or disputes, breakdown or other malfunctions of your technical equipment including software that is used to access the Platform.

11. Termination

1. **Termination by Ceasing Operations** - EBOXTENDERS shall not have any ongoing obligation to provide the Platform. Thus, EBOXTENDERS may cease operation of the Platform at any time and for any reason. Without limiting the foregoing, EBOXTENDERS may cease to provide you access to the Platform in the event of:
 1. any dispute or termination of EBOXTENDERS's relationship with you;
 2. any dispute concerning ownership or control of your account on the Platform;
 3. use of your account in a manner that EBOXTENDERS, in its sole discretion, considers improper or unacceptable; or

4. any violation of this Agreement.

EBOXTENDERS reserves the right to limit the period of time during which the Platform or content on the Platform is available to you. The Platform should not be viewed as your backup, archival or storage service with respect to any of Your Content or EBOXTENDERS' Content.

2. **Termination upon Material Breach** - Either Party may terminate this Agreement in the event that the other Party defaults in a material obligation under this Agreement. The Party electing to terminate Agreement this must provide the defaulting Party with written notice specifying the nature of the breach. The defaulting Party shall have the opportunity, for thirty (30) days from the receipt of such written notice, to remedy the breach. If corrective action is not taken within the thirty (30) days period, access to the Platform shall terminate at the end of the thirty (30) days period without further notice or demand.
3. **Documentation** - Within thirty (30) days of termination for any reason, you shall destroy all copies of any content or Confidential Information from the Platform residing on your computers or in printed form that are in your possession or control and, if requested by EBOXTENDERS, shall certify the return or destruction of the same in writing within three (3) business days of such a request.

12. General Provisions

1. **Independent Contractors** - In making and performing this Agreement, the Parties are intended to be and shall at all times act as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an agency, partnership, or employer and employee relationship between the Parties hereto. At no time shall either Party make commitments or incur any charges or expenses for or in the name of the other Party. This Agreement shall not be construed as creating a partnership, joint venture, agency or employment relationship under the laws of the Republic of Trinidad and Tobago. **This Agreement does not represent or guarantee that EBOXTENDERS will purchase any goods, products or services from you or that you will become a prequalified under EBOXTENDERS' procurement process.**
2. **Notices** - All notices, requests, demands, and other communications must be delivered or furnished by electronic mail, unless otherwise provided Notices or other communications shall be sent to info@eboxtenders.com and shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of the next business day to the recipient. All correspondences must be communicated to EBOXTENDERS via email address info@eboxtenders.com.
3. **Entire Agreement** - This Agreement embodies the entire agreement and understanding between the Parties hereto relating to the subject matter hereof and supersedes any prior agreements and understandings relating to the subject matter hereof. This Agreement in no way alters the terms of other agreements not relating to the subject matter hereof between EBOXTENDERS and End Users.
4. **Assignability** - EBOXTENDERS may assign this Agreement and its rights and obligations hereunder in its sole discretion. You may not assign this Agreement or the rights or obligations hereunder without the prior written consent from EBOXTENDERS. A change of control of your business or a sale of substantially all your business's assets shall constitute an assignment requiring EBOXTENDERS's prior written consent. You shall provide notice to EBOXTENDERS promptly following any change in control. The term "change in control" as used in this paragraph refers to a transaction or series of related transactions in which fifty percent (50%) or more of your voting securities or the voting securities of your direct or indirect parent are transferred to any person or group of affiliated persons.
5. **Severability** - If any part or provision of this Agreement is or shall be deemed in violation of any applicable laws, rules or regulations, such invalidity shall not void this entire Agreement or affect the remaining terms and provisions of this Agreement, and this Agreement shall be construed and

interpreted to comport with all such laws, rules, or regulations to the maximum extent possible.

6. **Force Majeure** - EBOXTENDERS shall not be liable for any delay in performance or any failure in performance hereunder caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the control of EBOXTENDERS, including without limitation war (whether an actual declaration thereof is made or not), sabotage, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, laws, regulations or acts of any national, government (or any agency, subdivision or instrumentality thereof), judicial action, labour dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labour, fuel, raw materials, machinery or technical failures.
7. **Choice of Law** -This Agreement shall be deemed to have been made in the Republic of Trinidad and Tobago, and the validity, interpretation and performance of this Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Trinidad and Tobago. You hereby consent and submit without limitation to the jurisdiction of courts in the Republic of Trinidad and Tobago in connection with any action arising out of this Agreement, and waive any right to object to such forum as inconvenient or to object to the venue in Trinidad and Tobago. You agree that in any action arising out of this Agreement, you will accept service of process by registered mail or the equivalent directed to your last known address or by such other means permitted by the courts of the Republic of Trinidad and Tobago.
8. **Equitable Relief** - The Parties acknowledge and agree that any breach of that Party's obligations hereunder may cause the other Party irreparable injury for which there are no adequate remedies at law and that the other Party shall be entitled to equitable relief in addition to other remedies available to it.
9. **Waivers** - The terms of this Agreement may be waived by, and only by, a written instrument executed by the Party against whom such waiver is sought to be enforced.
10. **Headings; Certain Terms** - The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement. The words "include", "includes" and "including" do not connote limitation in any way.
11. **No Implied Rights or Remedies** - Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm, or corporation, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.