

Website Terms & Conditions

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Privacy

Please review our Privacy Policy ([provide the link here](#)), which also governs your visit to any of the Websites, to understand our privacy practices. The Privacy Policy is herein incorporated into these Terms of Use.

Exclusive Terms

Please note that these Terms of Use govern your access and use of this Website and do not alter or affect the terms and conditions of any other agreement that you may have entered into with any BWI entity for any given product or service. The latter agreement will continue to govern that specific legal relationship with BWI. However, some pages on this Website or areas of this Website with restricted access may require the application of addition or special terms and conditions, which may be accessed through a separate link on the home page of that site.

Geographic Scope

The Website may be viewed internationally, and may contain references to products or services not available in all countries. References to a particular product or service do not imply that BWI intends to make such products or services available in such countries.

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Copyright

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Confidentiality

The following restrictions apply to use of material on the Websites: (i) if any information is marked "Proprietary" or "Confidential" or words of like import, you will hold such information in confidence, use it exclusively in connection with the activities for which you are authorized on the Websites, and not publish or otherwise disclose it to others; (ii) if any information contains restrictions on use or disclosure, you will comply with the restrictions; and (iii) you will keep all restrictive language intact in all copies.

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Your Account

If you use the Website, you are responsible for maintaining the confidentiality of your account and password, and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password.

User Conduct – Security

In using any of the Websites, you agree not to:

- a) disrupt or interfere with the security of, or otherwise abuse, the Websites, or any services, system resources, accounts, servers, or networks connected to or accessible through the Websites or affiliated or linked websites;
- b) disrupt or interfere with any other user’s enjoyment of the Websites or affiliated or linked websites;
- c) upload, post, or otherwise transmit through or on any Websites any viruses or other harmful, disruptive, or destructive files;
- d) use or attempt to use another’s account, service or system without authorization from BWI or create or use a false identity on any Websites;
- e) transmit through or on any Websites spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- f) attempt to obtain unauthorized access to any Websites or portions of any Website that are restricted from general access;
- g) grant access to or use any Website or portions of any Website that are restricted to any third party without BWI’s prior consent; or
- h) use the user name or password of any other person at any time.

Reviews, Comments, Communications, and Other Content

BWI reserves the right to refuse service, terminate accounts, or remove or edit content in their sole discretion. This Website may include discussion forums or other interactive areas, including chat rooms, bulletin boards, and collaboration facilities. You may not post reviews, comments, and other content, send e-cards and other communications, or submit suggestions, ideas, comments, questions, or other information, any of which is illegal, obscene, threatening, defamatory, invasive of privacy or publicity rights, infringing of intellectual property rights, abusive, or otherwise objectionable, or that constitutes or encourages a criminal offense, violates the rights of any party, or otherwise gives rise to liability or violates any law. You shall remain solely liable for the content of

any messages or other information posted by you on this Website, and BWI takes no responsibility and assumes no liability for the content of posted or uploaded material. BWI reserves the right (but has no obligation) to remove or edit such content, but does not regularly review posted content.

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Product and Service Descriptions

BWI attempts to be as accurate as possible. However, BWI does not warrant that product or service descriptions or other content of this site is accurate, complete, reliable, current, or error-free. BWI disclaims any liability for any failure to update this website or the information or any document contained herein.

Links

These Terms of Use apply only to this Website, and not to the websites of any other person or entity. We may provide, or third parties may provide, links to other worldwide websites or resources. You acknowledge and agree that we are not responsible for the availability of such external websites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products, services, or other materials on or available from such other websites or resources. You further acknowledge and agree that, under no circumstances, will we be held responsible or liable, directly or indirectly, for any loss or damages that is caused or alleged to have been caused to you in connection with your use of, or reliance on, any content, advertisements, products, services or other resources available from any other website (regardless of whether we directly or indirectly link to such content, advertisements, products, services, or other

resources). You should direct any concerns with respect to any other websites to that website's administrator or webmaster.

Copyright Complaints

BWI respects the intellectual property rights of others, and we ask our users to do the same. In appropriate circumstances and in our discretion, we may terminate the rights of any user to use of the Website (or any part thereof) who infringed the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement, or if you are aware of someone so infringing on your rights, please provide the following information to the "Copyright Agent" specified below:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on the Website;
- Your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, and or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You may send any notices, including notices of copyright infringement under the Digital Millennium Copyright Act, to BWI's designated agent for notice of claims of copyright infringement on the Website at the following address:

Copyright Agent
59 Sackville Street
Port of Spain, Trinidad and Tobago
Phone: (868) 625-1691
Fax: (868) 625-6529

Please note that this procedure is exclusively for notifying BWI that your copyrights materials have been infringed.

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Certain state laws do not allow limitation on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you might have additional rights.

Governing Law

The Website was developed in Port of Spain, Trinidad and Tobago in accordance with and shall be governed by the laws of Trinidad and Tobago. By visiting the Website, you agree that the laws of Trinidad and Tobago, without regard to principles of conflict of laws, will govern these Terms of Use, and any dispute of any sort that may arise between you and BWI.

English Language

The parties agree that there shall be no requirement to translate any of the Websites, or any portion thereof or content thereon, into any other language than the one in which they appear, and that all contractual and transactional communications shall be in the English language, and that there shall be no requirement to translate any communication into any other language.

Disputes

Any dispute or claim which you may have (“Claim”) arising from your access or use of the Website shall be first submitted to BWI within one month (30 days) from the occurrence of the event upon which such Claim is alleged to be based, or such Claim shall be deemed waived. Any claim which has been properly submitted to BWI which has not been resolved within a reasonable period of time not to exceed six (6) months may be submitted to binding confidential arbitration in Trinidad and Tobago, except that, to the extent you have in any manner violated or threatened to violate BWI’s intellectual property rights, BWI may seek injunctive or other appropriate relief in any court that has jurisdiction in Trinidad and Tobago, and you consent to exclusive jurisdiction and venue in such courts. **YOU EXPRESSLY WAIVE ANY RIGHT TO BRING ANY LITIGATION IN ANY JURISDICITON AGAINST BWI BASED ON YOUR ACCESS OR USE OF THIS WEBSITE OR UNDER THESE TERMS OF USE.** Arbitration under these Terms of Use shall be conducted under the rules of the American Arbitration

Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. Any arbitral award will specifically exclude any special, indirect, incidental, exemplary, punitive, or consequential damages. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use shall be joined to an arbitration involving any other party subject to these terms and conditions of use, whether through class arbitration proceedings or otherwise.

Site Policies, Modification, and Severability

As noted above, you are encouraged and advised to review the Terms of Use and the Privacy Policy posted on the Website. These policies also govern you visit to the Website. By using the Website, you agree to be bound by and to abide by these policies, just as if you had signed an agreement. If you do not comply with these Terms of Use at any time, we reserve the right, if applicable, to terminate your password, user account, or your access to the Website (or any part thereof). You agree that any termination or cancellation of your access to, or use of, the Website, may be effected without prior notice. Further, you agree that we will not be liable to you or to any third party for any termination or cancellation of your access to, or use of, the Website.

We reserve the right, in our sole discretion, to change, modify, add to, or remove portions of the Website, the Terms of Use and the Privacy Policy at any time. You should check these terms and conditions of use and privacy policy periodically for changes. By using the Website after we post any changes to the Terms of Use or the Privacy Policy, you agree to accept those changes, regardless of whether you reviewed them. If you do not agree to these Terms of Use and the Privacy Policy, you should not use the Website and, if applicable, you should arrange to cancel your registered user account or subscription with us. If any of these Terms of Use is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severed and will not affect the validity and enforceability of any remaining condition.