

# TERMS AND CONDITIONS AGREEMENT FOR THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO AUTOMATED SYSTEM FOR CONSTRUCTION PERMITTING REFERRED TO AS THE “DEVELOPTT” PORTAL

We recommend that you **READ AND PRINT** a copy of these Terms and Conditions for your records

Please be aware that other websites, which are accessible from the DevelopTT Portal, may contain terms and conditions which are different from these terms and conditions

## **WEBSITE TERMS OF USE**

The Government of Trinidad and Tobago (“the Government”) owns, manages and operates this Site to provide online access to the information available. **By accessing and using this Site 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 Site or to particular content or transactions are also posted in particular areas of this Site and together with these Terms of Use, govern your use of those areas content or transactions. These Terms of Use together with applicable additional terms and conditions are referred to as this “Agreement”.

**The Services facilitated through this Website are administered by various public and private sector bodies in accordance with their respective legislative or policy authority.**

## **1. DEFINITIONS**

In this Agreement the following words and phrases shall have the meanings set out below unless the context requires otherwise:

- (i) "**Addressee**" in relation to a data message means a person who is intended by the originator to receive the data message but does not include a person acting as an intermediary or telecommunications service provider with respect to that data message;
- (ii) "**Data Message**" means any document, correspondence, memorandum, book, plans, map, drawing, diagram, pictorial or graphic work, photograph, audio or video recording, machine-readable symbols generated, sent, received or stored by any electronic means by or on behalf of the person it represents;
- (iii) "**Data matching**" means the comparison, whether naturally or by means of any electronic or other device, of any data that contains personal information about individuals with other documents containing personal information about individuals for the purpose of producing new forms of information about individuals;
- (iv) "**Electronic Signature**" means information in electronic form affixed to, or logically associated with a data message which may be used to—
  - (a) identify the signatory in relation to that data message; or
  - (b) indicate the signatory’s approval of the information contained within that data message;
- (v) "**Information System**" means a device or combination of devices including input and output devices capable of being used in conjunction with external files which

contain computer programs, electronic instructions, input data and output data that perform logic, arithmetic, data storage and retrieval, communication control and other functions but does not include a calculator;

- (vi) "**Electronic Record**" means a record created, stored, generated, received or communicated by electronic means;
- (vii) "**Originator**" in relation to a data message means a person by whom or on whose behalf the data message purports to have been sent or generated prior to storage, but does not include a person acting as an intermediary or telecommunications service provider with respect to that data message;
- (viii) "**Personal Information**" means information about an identifiable individual that is recorded in any form including—
  - (a) information relating to the race, nationality or ethnic origin, religion, age or marital status of the individual;
  - (b) information relating to the education or the medical, criminal or employment history of the individual or information relating to the financial transactions in which the individual has been involved or which refers to the individual;
  - (c) any identifying number, symbol or other particular designed to identify the individual;
  - (d) the address and telephone contact number of the individual;
  - (e) the name of the individual where it appears with other personal information relating to the individual or where the disclosure of the name itself would reveal information about the individual;
  - (f) correspondence sent to an establishment by the individual that is explicitly or implicitly of a private or confidential nature, and any replies to such correspondence which would reveal the contents of the original correspondence;
- (ix) "**Services**" means the electronic services being offered and facilitated on this Website by the Government or a Service Provider;
- (x) "**Service Provider**" means those non-Governmental bodies partnering with the Government to provide electronic services through this Website;
- (xi) "**DevelopTT**" means the Website ([www.developptt.gov.tt](http://www.developptt.gov.tt)) through which the Government may administer services online for development permits and permissions;
- (xii) "**Website**" or "**Websites**" refers to the location of the web pages on the internet over which the Subscriber may access for the purpose of using the Services and which are specifically described in the Application Form, and includes such other uniform resource locators as may be provided or substituted by the Government from time to time.

## 2. ACCEPTANCE OF TERMS OF USE AGREEMENT

- 2.1 **Electronic Agreement.** This Agreement is an electronic contract that sets out the legally binding terms of your use of the website. The Government reserves the right to modify this Site at any time without giving you prior notice. Your use of the Site following any such modification constitutes your agreement to follow and be bound by the Agreement as modified.

2.2 **Electronic Form.** By accessing the website you consent to have this Agreement provided to you in an electronic form.

### 3. REGISTRATION

3.1 In order to access/ use the Services of the Government offered by DevelopTT, you will need to:

- (i) have a ttConnect ID and TTBizLink ID to use the services;<sup>1</sup>
- (ii) become a Subscriber by submitting the relevant properly completed application form ("Application Form"), which may be downloaded from TTBizLink's website ([www.ttbizlink.gov.tt](http://www.ttbizlink.gov.tt)) or DevelopTT website ([www.developptt.gov.tt](http://www.developptt.gov.tt));
- (iii) provide to the Government all ancillary information that the Government may require, including but not limited to information on every end user being granted access to and use of the Services;
- (iv) accept these terms and conditions; and
- (v) pay all applicable fees where indicated on the relevant application.

<sup>1</sup>To register for a ttConnect ID please log on to <http://www.ttconnect.gov.tt> and enter the required information. After creating an account at the above site, an email will be sent to you to activate your ttconnect ID online.

3.2 The Government or relevant Agency reserves the right not to accept any Application Form in circumstances where the applicant fails to meet the criteria stipulated for use of the services which shall be posted on the TTBizLink Website ([www.ttbizlink.gov.tt](http://www.ttbizlink.gov.tt)) at its discretion.

3.3 This Agreement shall commence on the date of the Government's approval of your application for use of the Services and shall remain in force unless earlier terminated in accordance with the terms and conditions herein.

3.4 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

3.5 You can accept the Terms by:

- (i) clicking to accept or agree to the Terms, where this option is made available to you in the user interface for any Service; or
- (ii) by actually using the Services. In this case, you understand and agree that your use of the Services will be treated as acceptance of the Terms from that point onwards.

### 4. ELIGIBILITY

You must be at least 18 years to access this website and by using the Website 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. 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.

### 5. AMENDMENTS TO TERMS AND CONDITIONS

The Government 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 DevelopTT Website ([www.developptt.gov.tt](http://www.developptt.gov.tt)). **BY USING OR CONTINUING TO USE THE SERVICES 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.**

**6. SCOPE OF SERVICES**

6.1 Subject to the acceptance of the properly completed Application Form by the Government and payment of all applicable fees by the Subscriber, the Government and the Service Provider through DevelopTT will provide the Subscriber with the relevant Services, provided always that the Government reserves the right to modify, enhance, withdraw or suspend the Services, or any part thereof, at any time. The Government will advise the Subscriber of the changes thirty (30) days in advance where the changes will, in the Government's opinion, significantly alter the Services.

6.2 The Services will be made available during such hours as may be notified by the Government to the Subscriber. The Government reserves the right to alter or extend the service hours from time to time.

6.3 Access to services and facilities by the Subscriber may require the direct approval of the Service Provider. The relevant Government Ministry/Agency or the Service Provider may impose its own terms and conditions and charges for access to and use of its services. The Subscriber is responsible for ensuring that it has obtained all necessary approvals, consents and permissions for access to and use of a Service Provider's services and facilities.

**7. SUBSCRIBER RESPONSIBILITIES**

7.1 The Subscriber is responsible for the confidentiality of the password(s) associated with the account and user identification number(s) assigned by the Government upon registration of the Subscriber for the Services. The Subscriber shall ensure control of the password(s) and user identification number(s) for authorised usage of the Services. Unless the contrary is proved, all communication and activities occurring under or referable to the Subscriber's user account, user identification number(s) and password(s) shall be deemed to have been validly used or authorised by the Subscriber. The Subscriber shall be liable for all costs, fees and expenses arising from any communication and activity occurring or referable to the Subscriber's user account, user identification number(s) and password(s).

7.2 If you become aware of any unauthorized use of your password or of your account, you agree to notify the Government immediately at:

[info.ttconnect@gov.tt](mailto:info.ttconnect@gov.tt)

[sysadmin@developpt.gov.tt](mailto:sysadmin@developpt.gov.tt)

[sysadmin@gov.tt](mailto:sysadmin@gov.tt)

7.3 The Subscriber agrees that access to and usage of the Services is for approved purposes only. The Subscriber shall use the Services solely in the capacity of an end- user, and shall not, without the Government's prior written approval, reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, information obtained through the Services, or use or access to the Services. The Subscriber shall not use the Services for the provision of outsourcing service or service bureau-like services, without the Government's express prior written permission. The Government may agree to the Subscriber's use of the Services to provide such services at a separate charge.

7.4 The Subscriber warrants and represents that the Subscriber or its nominees are duly authorised to upload, submit, transmit or otherwise deal with all content, information and data provided by the Subscriber, and that all such content, information and data provided is true, accurate, current and complete.

7.5 The Subscriber 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 Services.

7.6 The Subscriber agrees to maintain offline all electronic records sent to and received from the relevant Government Department or the Service Provider through this website. The Government may retain these electronic records in the Subscriber's profile for a limited time period only for its internal audit purposes. The Subscriber understands that the Government reserves the right to delete these electronic records from its online databases without notifying the Subscriber.

7.7 The Subscriber undertakes not to use the Services for or to carry out any activity that may be prohibited under the Laws of the Republic of Trinidad and Tobago.

7.8 The Subscriber hereby authorizes the Government to use with any personal data or information submitted by or to the Subscriber, in accordance with the Privacy Statement which forms part of this Agreement.

7.9 The Subscriber agrees to at all times indemnify and hold harmless the Government 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 Subscriber 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 Subscriber or its employees, agents or contractors.

7.10 The Subscriber shall provide to the Government the Subscriber' 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 the Government is to send any notification to the Subscriber under this Agreement, the Government shall use reasonable efforts to do so at the Subscriber's contact details last provided to the Government. The Government shall not be liable if the Subscriber cannot be contacted through any one of the contact details after two (2) attempts made within a two (2) week period.

## **8. DATA MESSAGES AND ELECTRONIC RECORDS**

8.1 The Subscriber agrees that all Data Messages and Electronic Records to be sent through the Services will comply with all applicable legal requirements and such message requirements as the Government may prescribe from time to time.

8.2 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.

8.3 The Government will not be responsible for any loss or damage caused as a result of a dispute (i) between the Subscriber and a Service Provider or (ii) between a Subscriber and another Subscriber relating to the dispatch or receipt of Data Message or Electronic Records.

8.4 The Government 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 8.2 above.

8.5 If the Subscriber receives any Data Messages or Electronic Records addressed to another Subscriber or a third party which was wrongfully forwarded to him, he shall:-

(i) notify, and return the Data Messages or Electronic Records to the Originator through DevelopTT 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.

## **9. WRITING AND SIGNATURE REQUIREMENTS**

9.1 Subscriber agrees that, to the maximum extent permissible by law:-

- (i) a Data Message or an Electronic Record with an Electronic Signature made in accordance with the Government's message requirements and procedures will in any event and for all purposes be treated and deemed the same as a document in writing physically signed by the party who made the Electronic Signature with the same content;
- (ii) a Data Message or an Electronic Record, whether electronically signed or not, sent to or communicated with the Addressee through DevelopTT will be treated and deemed to have been physically delivered and communicated with the Addressee.

9.2 Upon the reasonable request of the Government, for the purpose of any dispute resolution proceedings of whatever nature, the Subscriber shall do such necessary acts to perfect and give effect to the Data Messages or Electronic Records, whether electronically signed or not, including but not limited to reducing the contents thereof in writing and physically signing the written records so reduced, to certify that the original Data Message or Electronic Record was validly signed.

9.3 The Subscriber **shall not challenge, and hereby waives all his rights to challenge**, the validity or enforceability of any Data Message, Electronic Record, or agreement or transaction concluded completely or partially through DevelopTT on the sole ground that they were in electronic form, sent electronically and/or the signature is only an Electronic Signature.

## **10. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights (including copyright and trade marks) contained in, relating to or in connection with the Website and Services (including text, graphics, logos, icons, sound recordings and software) are owned by the Government or our licensors. No materials provided through the Websites or Services, 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.

## **11. ILLEGAL USE**

You must not use the DevelopTT for any of the following:

- For fraudulent purposes or in connection with a criminal offence or other unlawful activity
- To send, state, publish, use or reuse any material which is offensive, abusive, defamatory, indecent, obscene, threatening or illegal or in breach of any other rights

- To transmit any chain letters, spam letters, or junk email or participate in mischievous or malicious behavior which causes or may cause damage, annoyance, inconvenience or needless anxiety to GoRTT, or any user of the Portal

GoRTT will co-operate with investigations by any law enforcement agency or any relevant authority in the investigation of suspected criminal activity and/or violation of its systems and networks.

## **12. TERMS OF PAYMENT**

12.1 In consideration of the provision of the Services by the Government, the Subscriber agrees as follows:

- (i) The Subscriber shall make payment to the Government of all applicable charges ("Charges") relevant to the Service, including but not limited to related technical support, in accordance with the prescribed rates and fees, as may be determined and amended from time to time by the Government. Notification of new rates and fees will be either posted on the Website or sent to the Subscriber via electronic or written means. Payment of Charges shall be in accordance with such payment modes as the Government may prescribe from time to time.
- (ii) In addition to the fees at (i) above, the Subscriber understands that some of the Services provided through this Website may require processing fees which may be set from time to time by either the Government to the Service Provider and as such agrees to pay the relevant fees in the manner so specified to facilitate completion of such applications.

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

13.1 THE SERVICES AND ALL ANCILLARY SERVICES (INCLUDING BUT NOT LIMITED TO TRAINING AND TECHNICAL SUPPORT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. The Government DISCLAIMS

13.2 The Government does not warrant that the Websites and Services will meet Subscriber's requirements or that the Websites and Services will be uninterrupted, timely or error-free. The Government 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 Subscriber, whether to the Government or to any other party, is transmitted at the Subscriber's own risk.

13.3 The Government is not responsible for the availability, content or security of external websites or websites belonging to Service Providers which may be linked or integrated with this Website. The Government undertakes no liability, whether in contract, tort or otherwise for the acts, neglects and omissions of the Service Providers 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.

13.4 The Government shall not be liable to the Subscriber or any other party for any damages, loss, cost or expense suffered by the Subscriber or any other party as a result of:

- (i) an action brought by a third party even if such loss was reasonably foreseeable or the Government has been advised of the possibility of the Subscriber or any other party suffering or incurring the same;

- (ii) the reliance on or use of any data, information, content or matter provided by the Service Provider via the Services or the accuracy, correctness or completeness thereof;
- (iii) any errors, interruptions or other occurrence whatsoever arising out of any form of communications or other facilities not provided by the Government;
- (iv) any data or other information input, sent or received by or to the Subscriber or through the Services;
- (v) any occurrence not due to the Government direct default.

13.5 In no event shall the Government be liable for any loss of business, profit, goodwill or any type of special, indirect or consequential loss.

13.6 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.

13.7 The Government 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).

#### **14. GOVERNING LAW**

14.1 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.

14.2 Recognizing the global nature of the Internet, the Subscriber agrees to comply with the Laws of the Republic of Trinidad and Tobago regarding online conduct, acceptable content and use of the Website and the DevelopTT Services. The Government does not warrant that the details on the DevelopTT Website will satisfy the laws of any other country other than the Republic of Trinidad and Tobago.

#### **15. TERMINATION OF ACCESS**

15.1 Either party may terminate this Agreement by thirty (30) days' prior written notice or by means of a data message to the other party.

15.2 Upon termination, the Subscriber and its nominees shall immediately cease to use or access the Services. 15.3 Notwithstanding the foregoing, the Government may cease immediately to provide the Services and to terminate this Agreement forthwith if (i) the Subscriber goes into liquidation or bankruptcy; or (ii) if the Subscriber breaches or fails to conform to any obligation in accordance with this Agreement; or (iii) to the Terms of Payment under this Agreement.

15.4 Clause 5.9, 8, 10, 12, and 13.1 shall survive the termination of this Agreement.

#### **16. GENERAL**

16.1 The Subscriber shall not, in any litigation proceeding, challenge the admissibility as evidence, the accuracy of a data message or electronic record provided by the Government in whatever form it may be presented.

16.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Government and any Subscriber or Service Provider, nor constitute the appointment of the Government as agent of any Subscriber or Service Provider.



16.3 A waiver of breach or default under this Agreement by the Government must be in writing and shall not be a waiver of any other or subsequent default. Failure or delay by the Government to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

16.4 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.

16.5 The Subscriber shall not assign this Agreement or any part thereof without the prior written consent of the Government.

16.6 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.

## **PRIVACY STATEMENT AND CONSENT**

### **FOR THE GOVERNMENT OF THE REPUBLIC OF TRINIDAD AND TOBAGO AUTOMATION OF THE CONSTRUCTION PERMITTING SYSTEM REFERRED TO AS “DEVELOPTT”**

**We recommend that you read and print this Privacy Statement and Consent for future reference**

The Government of the Republic of Trinidad and Tobago (“The Government”) is committed to ensuring the protection of your privacy through responsible data protection practices. In order to provide our services to you, the Government through this Website requires certain personal and other information from you. If you choose to provide us with personal information, such as by sending an e-mail or by filling out an online form and submitting it through this Website, we will use that information to respond to your message or to fulfil the stated purpose of the communication.

**The collection and use of your personal information is in accordance with, and will be protected under, the *Data Protection Act, 2011*.**

#### **1. Use of personal information**

Specifically, we will use your personal information for the following purpose(s):

- a. personalize the website for you;
- b. enable your access to and use of the Website Services;
- c. communicate with you including but not limited to informing you of changes to the website; and
- d. send you queries and contact you when necessary.

This Website employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Anyone utilizing this Website expressly consents to such monitoring and is advised that if such monitoring reveals evidence of possible abuse or criminal activity, such evidence may be provided to the relevant authorities. This software also receives and records the Internet Protocol (IP) address of the computer that has contacted our Website, the date and time of the visit and the pages visited. We make no attempt to link these addresses with the identity of individuals visiting our site unless an attempt to damage the site has been detected. All personal and other information collected will only be used by authorized staff of the Government to fulfill the purpose for which it was originally collected or for a use consistent with that purpose.

## **2. Storage, Sharing and Data Matching of Personal Data**

If you choose to make an application or submit a statutory declaration under any of the following Laws of the Republic of Trinidad and Tobago or send any communications through this Website and its services where you provide your personal or other data, such data may be stored, shared and be subject to data matching with other Government agencies, in accordance with existing data protection laws, so as to serve you in the most efficient and effective way, unless such sharing is otherwise prohibited by legislation. The **Storage, Sharing and Data Matching of your Personal Data is strictly for the purposes of ensuring the efficiency in service delivery of DEVELOPTT and for the collection and preparation of business intelligence for the purposes of public policy formulation.** Electronically submitted information will be maintained and disposed in some cases, in accordance with the Data Protection Act, 2011 and will be subject to the Freedom of Information Act, 1999.

## **3. Information collected if you complete a form on our Website**

On this Website, we offer electronic or online forms that facilitate the applications or declarations that may be submitted. Should you opt to use this Website for such purposes, The Government is authorized to maintain a record of the transactions related to your application.

For your convenience, we may also display to you data you had previously supplied to us, other Government agencies or Service Providers. This will speed up the transaction and save you the trouble of repeating previous submissions. Should the data be out-of-date or inaccurate, please supply us with the latest or correct data. We will retain your personal data only for as long as is necessary for the effective delivery of Services to you.

The personal data and information collected through any of the Services provided by this Website will be retained for such period of time as specified by the applicable national law relating to the collection and use of personal information, including inter alia the Data Protection Act, 2011 and will be processed by authorized staff of the Government or the relevant Service Provider only where relevant.

## **4. Information collected if you upload a document on our Website**

On this Website, we offer electronic document uploads that facilitate the applications or declarations that may be submitted. Should you opt to use this Website for such purposes, The Government is authorized to maintain a record of the transactions related to your application.

There is no statutory or intellectual property right in planning permission or any other permissions granted through DevelopTT. The permission relates to the land and anyone may make use of it so long as they satisfy its conditions. Architectural, survey and engineering drawings are considered to be the copyright of the producer unless otherwise assigned and will not be reproduced by the

agency except in the review of applications and any other statutory process tied to the development of land. Use of those drawings without permission of the owner can amount to copyright infringement.

The transfer of an application from one user to another does not include the transfer of copyright of any architectural, survey or engineering drawing. Buyers of land with the benefit of planning permission or a building permit must ensure they take an assignment of the copyright or, more commonly, obtain a license to use relevant drawings.

The personal data and information collected through any of the Services provided by this Website will be retained for such period of time as specified by the applicable national law relating to the collection and use of personal information, including inter alia the Data Protection Act, 2011 and will be processed by authorized staff of the Government or the relevant Service Provider only where relevant.

## **5. Use of personal information for public registry**

Under the *Town and Country Planning Act, Chapter 35:01 Act 29 of 1960*, The Minister shall cause a register to be kept containing the following information in respect of all land for which a planning application has been submitted:

- (a) particulars of any application for permission for development, including the name and address of the applicant, the date of the application and brief particulars of the development forming the subject of the application;
- (b) the date and effect of any decision of the Minister in respect of the application;
- (c) the date of any subsequent approval given in relation to the application.

These details will be recorded in an online public register on DevelopTT, in the form of a searchable index and map.

## **6. Securing your Information**

The Government, in the use of this Website, will take all reasonable technical and organizational precautions to prevent the loss, misuse or alteration of your personal data, documents submitted, and information. This Website will store all the personal data and information you provide on its secure servers. Information relating to electronic transactions entered into this Website will be protected by encryption technology and managed under best practice. **We do not share your information with other third parties (outside of The Government and the Service Provider) except with your express consent or as authorized by law.** We do not sell, share or disclose your information to any type of unauthorized mailing list.

## **7. Updating this Statement**

The Government may update this Statement by posting a new version on this Website. You should check this page periodically to ensure you are familiar with any changes.

## **8. Consent**

Once you have entered or navigated to the *application/declaration form web pages*, you may cancel at any time. If you cancel, none of the information you enter to that point will be retained. However, once you have proceeded to use the Services and finally submit any application using these Services, your information will be retained in accordance with the Terms and Conditions Agreement and Privacy Statement of this Website.

For questions or comments regarding the administration of the *Data Protection Act, 2011* or The Government's Policy on the protection of personal information and privacy, please contact the Ministry of Planning and Development at –

Level 12, Eric Williams Financial Plaza,

Independence Square

Port of Spain, Trinidad and Tobago

## **9. Access to Personal Information**

The Freedom of Information Act, 1999 and the Data Protection Act, 2011 of the Laws of the Republic of Trinidad and Tobago state, *inter alia* that you have the right to access your personal information and request changes to incorrect personal information.

## **10. Contact**

If you have any questions about this Privacy Statement, please contact us:

by email, to: support@developTT.gov.tt; or

by post, to: Ministry of Planning and Development

DevelopTT Service Desk

Level 12, Eric Williams Financial Plaza,

Independence Square,

Port of Spain, Trinidad and Tobago.

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