



TERMS OF SERVICE

Terms Of Service

This is an official website of The Government of The Bahamas' (the "Government").

Please review our Terms and Conditions.

Terms and Conditions of Use apply to this website and/or may apply to sites linked to the Government of The Bahamas (which includes its ministries, Governments, and agencies). This website is the sole property of the Government. Data and information exchanged across the website and/or stored therein is hosted and/or resides within the Commonwealth of The Bahamas.

BY USING THE WEBSITE, YOU AGREE TO THESE TERMS AND CONDITIONS.

The Government reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Service at any time. It is your responsibility to check these Terms of Service periodically for changes. As a participant you must read the information below and agree to the terms and conditions. Should you choose to use the website after a change is made this signifies to the Government that you agree to the changes and indemnify the Government against any cause of action that may arise. The Government may modify the services from time to time, including adding or deleting features and functions, as we continually improve our services and website and the experience we offer You. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect.

RIGHT OF ACCESS

You have the right to access and use the website for the intended purpose and conduct any matters, functions, or processes related thereto. You may be allowed to access this website on behalf of an individual provided that you are legally authorized to act on that individual's behalf.

USE OF THE WEBSITE

- *You may use the website to browse the course selection offered by DigiLearn partners and/or to access services related thereto.

- You may not use any automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the website or any content or in any way reproduce or circumvent the navigational structure or presentation of the website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. The Government reserves the right to prohibit any such activity.
- You may not attempt to gain unauthorized access to any portion or feature of the website, or any other systems or networks connected to the website or to any server, or to any of the services offered on or through the website, by hacking, password or any other illegitimate means.
- You may not exploit the website or any service or information made available or offered by or through the website, including but not limited to personal identification or information, other than your own information.
- You may not use the website or any content for any purpose that is unlawful or prohibited by these Terms and Conditions or to solicit the performance of any illegal activity or other activity.

YOUR OBLIGATIONS

- You should only access the website for your own lawful purposes connected with requesting and/or receiving the service provided.
- You agree that the Government may review your use of the website at any time and you will provide any reasonable assistance to verify your compliance with this Agreement.
- You must not attempt to undermine the security or integrity of the Website; use, or misuse, the Website in any way which may, impair the Website or impair the ability of any other user to use the Website, including using the Website in a malicious, fraudulent or unlawful manner; attempt to gain unauthorized access; attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any aspect of the Website.
- You agree and acknowledge that You are responsible for ensuring the accuracy of data inputted into the website by you. The Government is under **no obligation** to ensure that Your data on the website is accurate.
- You agree and acknowledge that You are responsible for updating your information in the Website where changes may occur. The Government is under no obligation to ensure that Your Data is updated when changes occur.

- *You agree and acknowledge that You are responsible for ensuring that your username and passwords required to access the website are kept secure and confidential. Your username and password issued to you must not be shared. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password.
- You accept liability for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify the Government immediately where you suspect any unauthorized use of your account or password, or any other breach of security.

CONFIDENTIALITY AND PRIVACY

- Unless the relevant party has the prior written consent of the other or unless required to do so by law each party will preserve the confidentiality of all confidential information obtained in connection with these Terms and Conditions.
- Neither party will, without the prior written consent of the other, disclose or make any confidential information available to any person, or use the same for its own benefit, other than as expressly contemplated by these Terms and Conditions or in order to provide the requested Government Service.
- The Government will maintain a privacy policy that sets out what information will be collected. You should read the Privacy Policy posted on the website.
- For the purposes of abiding by the Data Protection (Privacy of Personal Information) Act 2003 you agree that these Terms and Conditions and the accompanying Privacy Policy is understood as a determination between you and the Government for the manner in which any personal data will be processed.
- The Government however, is authorized by you to use the data you provide for requesting on your behalf any additional Government Service and/or for activities and processes that may aid in the prevention of an illicit, unlawful, harmful, injurious, occurrence(s), incident, damage and/or behavior whether direct or indirect. You grant the Government the permission to use, copy, transmit, store, and back-up Your Data for the purposes of enabling you to access and use Government services and for any other purpose related to the provision of Government services to you, and matters ancillary thereto by prescribed technologies.

DUTY TO DISCLOSE

The Government may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Website, or to identify, contact or bring legal action

against someone who may be causing injury to or interference with (either intentionally or unintentionally) the rights or property of the Government. The Government is under a statutory duty to disclose any information deemed necessary in order to comply with any applicable laws, regulations, or court proceedings.

INTELLECTUAL PROPERTY

- All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such content, contained on the website is owned and/or controlled by the Government, and is protected by intellectual property rights and laws.
- Except where expressly provided in these Terms and Conditions, no part of the website and no content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution without the express permission of The Government.

DELETION OF DATA

- Should you choose to discontinue using the website or the Government otherwise suspends and/or terminates your access to the website, the Government in its discretion reserves the right, to either (a) delete your data or (b) archive your data for a period of time as designated by the Public Records Act or such legislation that may seek to repeal, amend or replace same.

ACKNOWLEDGEMENTS AND DISCLAIMERS

- You acknowledge and agree that the Government gives no warranty about the Website and, without limiting the foregoing, the Government does not warrant that the use of the website will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the website, including telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the website. The Government is not in any way responsible for any such interference or prevention of your access or use of the website.
- All information provided on the website is subject to change without notice.
- The Government disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the website.

- The Government reserves the right to do any of the following, at any time, without notice to modify, suspend or terminate operation of or access to the website, or any portion of the website, for any reason and to interrupt the operation of the Website, or any portion of the Website, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

LIMITATION OF LIABILITY

You agree to indemnify the Government against all losses (direct or consequential) that may incur arising out of or in connection with your breach of any of these Terms and Conditions.

HELP DESK

You will have access to technical support. The Government will endeavour to address all queries and requests for assistance received through the website or via email support but does not warrant that support will be immediately available.

GENERAL

These Terms and Conditions together with the Privacy Policy constitute the entire agreement between you and the Government relating to the use of the website and the other matters dealt with in these Terms and Conditions.

SEVERANCE

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

GOVERNING LAW

You agree that all matters relating to your access to or use of the website, including all disputes, will be governed by the laws of the Commonwealth of The Bahamas.

Participants must read the information below and agree to the terms and conditions by clicking in the box provided. By clicking the box provided you are indicating that you understand the Terms and Conditions of this agreement and you have accepted those Terms and Conditions.

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Developed by The Digital Transformation Unit (DTU)

PRIVACY POLICY

Privacy Policy

This is the official website of The Government of The Bahamas (the “Government”). We are committed to regulatory compliance and the protection and privacy of personal data. Please review our **Terms of Service** where you will find all of the relevant information to better understand what we do with your personal data. By using the site, you agree to be bound by our Privacy Policy, which is incorporated into our Terms of Service. The Privacy Policy may be updated according to new legislations and regulations requirement among other needs. Modifications and updates of this Privacy Policy will be considered applicable from the moment it is published on the website. Therefore, the User is recommended to review this Privacy Policy regularly. The Government is committed to ensuring that your privacy is protected. The Government also commits to follow the relevant laws and regulations with respect to data protection, privacy and confidentiality. All personal information you provide to us will be kept for as long as necessary to achieve the purpose for which it is collected. If your personal information becomes a part of the Government’s records, we will retain the information in accordance with the Office of the Data Protection Commissioner. To access and use our website you must be an adult and have the legal capacity to enter into contracts, according to the applicable national laws and regulations of your country of birth and /or residence.

What does personal data mean?

Personal Data is information that can identify you or that could be used to identify you such as your contact details, signature and other personal information.

When does this Privacy Policy apply?

This Privacy policy applies to the identifiable information that we collect, use and process from you as a User of our website and/or Customer.

What information does the Government collect?

Information you provide to us when you interact with us on our website and when you contact our Customer Service Team by emails, chats, post, telephone or by our website. Whenever you access this site, we automatically receive and record information on our server logs from your browser or device, which may include IP address and geographical location. As the User you are required to provide accurate, updated and complete personal data that is strictly necessary to fulfil the purposes explained below. If you provide us with the personal data of a minor, you must assure us that you are his/her parent and /or legal guardian. Personal data provided of third parties, whether these be adults or minors, you

must assure us that you have informed them about the purposes for which their personal data will be processed by the Government and that you have obtained their prior written and express consent to provide us with their personal data.

What is the legal basis for processing your personal data?

In accordance with the Bahamas Data Protection (Privacy of Personal Information) Act, 2003.

The Government covenants the following:

- The data collected and or retained shall be kept only for lawful purposes.
- The data shall not be used or disclosed in any manner incompatible with the purpose for which it has been collected.
- The data shall not be kept for longer than is necessary for that purpose or those purposes except in the case of personal data kept for historical, statistical or research purposes.
- Appropriate security measures shall be taken against unauthorized access to, or alteration, disclosure or destruction of, the data and against their accidental loss or destruction.
- Data collected not to be shared, distributed or otherwise transferred in any way with other agencies without the prior advanced notice to users, except where it's release is appropriate to comply with the law, enforce our site policies, or protect ours or others 'rights, property or safety.

Social Media & Third Party Website Policy and Notice

Occasionally, at our discretion, we may include or offer third-party services on this site. These third-party sites have separate and independent privacy policies that are not owned or controlled by the Government.

The Government may generally use Facebook, Instagram, TikTok or other social media platforms for the purpose of external relations, communications, information and/or public dialogue. These third-party social networking platforms are governed by their respective private policies.

You agree that the Government has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services.

You further acknowledge and agree that the Government shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, services or activities

available on or through any such web sites or services. None the less, we seek to protect the integrity of our site and welcome any feedback about these sites.

Forms Our Digital Content Will Take

Users are encouraged to share, comment, like and follow our pages to keep abreast of news and information covered under our mandate. The content shared from our page cannot be altered and must be used in its original form, with credit being given to the Government.

Our Interactions with Our Audiences

We ask that all posts be honest, reliable and are respectful towards all parties involved. Failure to abide by these criteria will possibly result in blocking, banning and post removal. Offensive comments will be deleted. The Government is composed of professional public servants carrying out our mandate as set out in the pieces of legislation which govern us. We do not comment on any political matters. We will not reply to comments about individual cases as accounts can be hacked and social media is not the most secure medium of exchange.

The views of our community expressed through comments on our posts do not echo the views of the Government and are treated as opinions as they will not be peer reviewed. We reserve the right to remove without notice any post that we deem as offensive, encouraging criminal activity, prejudiced or profane, sexist, cyber bullying and/or as extremely irrelevant to the mandate of the Government.

Endorsements & Sharing

No like, share, comment or follow should be interpreted as an endorsement of/ any external social media account, page, website or individual.

We strongly advise that you read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

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