

## **PETROJAM SALES ORDER ENTRY PORTAL**

### **TERMS & CONDITIONS OF USE**

#### **General**

Welcome to the Sales Order Entry Portal at Petrojam.com. This web based sales order entry portal provides Web Portal features and services to you that allows you to purchase petroleum products or use software provided by Petrojam in connection with the foregoing services. The provision of the services to you through the Web Portal is subject to your acceptance of these Terms and Conditions. By registering and/or by using the Sales Order Entry Portal, you expressly agree to be bound by the terms and conditions below, the Petrojam Privacy Policy, and any other terms and conditions applicable to its use.

If you should choose not to agree to the Terms and Conditions as presented or any subsequent modifications to it, or become dissatisfied with the provisions of the Web Portal in any way, your only remedy is to immediately: a) discontinue your use of the Web Portal; and b) terminate your membership by notifying us in writing.

Certain words in this Agreement have the meanings set under them at the end of this webpage.

#### **Membership Information**

You have already been registered and configured to use the Web Portal when you submitted your information to us for your company. Petrojam uses only the information provided by your company and takes no responsibility for any inaccurate information provided. Petrojam concludes that the information provided by your company is accurate, complete, and current information. You warrant that the information supplied was truthful, accurate and complete. It is your responsibility to inform us of any changes to that information. You may do this at any time by sending an email to [marketing@petrojam.com](mailto:marketing@petrojam.com). All information you provide us as a member will be treated in accordance with the Petrojam Privacy Policy.

If you are an employee of a company or other entity that is acting on behalf of a customer, you must be authorised to enter into these Terms of Use on behalf of your employer.

#### **Username and Password**

Once you are configured to use the Web Portal, you will be required to set a username and a Password. You are entirely responsible for all activities that occur under your username and Password, including unauthorised use of your ordering activities. You must notify us immediately if you become aware of any unauthorised use of your username and Password. If you forget or lose your password, you should request a new password by visiting the 'Forgot your password' section on the sign in page. You also agree that you will only register in your own name. Each username and password must be used by a single user and is not transferable.

## **Media Communications**

When you use the Sales Order Entry Portal, you will be communicating with us electronically. You consent to receive communications from us via electronic media, such as e-mails, texts, notices and messages on this site or through the other Petrojam units; you can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy all legal requirements.

## **Copyright Protection**

Any content included in or made available through any Petrojam Service, such as text, graphics, logos, button icons, images, digital downloads, data compilations, and software is the property of Petrojam and is protected by Jamaican and international copyright laws. The compilation of all content included in or made available through this portal is the exclusive property of Petrojam and protected by Jamaican and international copyright laws.

## **Trademarks**

In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through this portal are trademarks of Petrojam Limited. Petrojam's trademarks may not be used in connection with any product or service that is not Petrojam's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Petrojam. All other trademarks not owned by Petrojam that appear in any Petrojam Service are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Petrojam.

## **Your account**

The Portal shall only be provided to you by us in respect of entities with valid and extant fuel supply agreements. The Web Portal can only be used by you to effect sales order entry within specific periods. Other limits and exclusions may apply to the way that you can use this portal from time to time and you will be notified of these through your use of the portal.

You shall ensure that all information or instructions given by you to us through the Web Portal are accurate and complete in relation to product type, product quantity, truck information, and loading terminal. In particular, prior to confirming any instruction to us, you shall ensure that the content of the orders that is relayed back to you confirming the information that you send through the Web Portal is the information that you intend to give. We are entitled to rely on any instruction from you using and, for the avoidance of doubt, the processing by us of any such confirmed instruction shall be final and binding on you. You agree to indemnify us in full in respect of any loss or damages, which may arise to us, to you or any third party because of our acting on your instructions.

## **Your obligations**

You undertake to us to comply strictly with this Agreement. You acknowledge that your compliance with this Agreement is designed to minimize the risk of unauthorised use of the Web Portal. You agree to indemnify us in full in respect of any loss or damages, which may arise to us, to you or any third party because of your non-compliance with this Agreement.

### **Termination of the Agreement**

We may terminate the Agreement and withdraw the Web Portal and the services provided through it:

- i. on giving you at least 14 days prior written notice;
- ii. immediately upon breach by you of any of the terms of this Agreement or where there are serious grounds for doing so and provided you are informed by notice in writing as soon as is reasonably possible after termination;
- iii. immediately upon your bankruptcy or other contractual incapacity;
- iv. if you have not accessed the Web Portal in any period of 12 consecutive months; or
- v. if we reasonably believe that any part of the Portal has been used negligently, illegally or fraudulently by you, or by a third party as a result of your negligence or recklessness.

This Agreement does not have a minimum or finite duration and will continue to be binding on the parties until it is terminated. You may terminate the Agreement at any time by as provided by the Supply Agreement, but without prejudice to your liability for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

We reserve the right to process or cancel any transactions in progress on termination of this Agreement or on suspension or withdrawal of the Portal. We are not responsible for any loss you may incur as a result of any transaction not being processed as part of the Portal after termination of the Agreement or after any suspension or withdrawal of the Portal.

### **Variations of the Agreement**

Where we are not required to notify you otherwise by law, we may alter the Agreement from time to time. Any such alteration shall become effective and shall be binding upon you 7 days after notice of such alteration has been sent to you by any of the following means: by email or by electronic message through Site. You shall be entitled, upon receiving notice of any alteration to this Agreement, to immediately terminate the Agreement but without prejudice to any rights or obligations, which have arisen prior the termination, date.

### **Notices**

Save where expressly provided otherwise, any notice required to be given by you to us in connection with the subject matter of this Agreement shall be given in writing and sent through the post addressed to Petrojam Ltd., 75-96 Marcus Garvey Drive, Kingston, Jamaica.

Save where expressly provided otherwise, any notice required to be given by us to you in connection with the subject matter of this Agreement may be given by any of the following means: through the post or through the Web Portal.

### **Use of Information and Confidentiality**

Subject to the terms of the Petrojam Privacy Policy, and except to the extent that such disclosure is required under compulsion of law or pursuant to a direction or request issued by the Financial Regulator or other competent statutory or regulatory authority, we shall ensure that all your confidential data held by us in relation to this Agreement shall only be accessible to us, our agents or a company controlled by us and shall only be processed or used by us for purposes and in a way compatible with the discharge of our obligation to you under the Agreement.

You shall ensure that all information obtained from us by you relating to our operations, portal, software, hardware and/or systems in connection with this Agreement shall be treated by you in strictest confidence and shall not be disclosed by you to any third party unless it is already in the public domain or unless you are required to do so by an order of the Court.

### **Intellectual Property**

The Intellectual Property Rights in all data, information, systems, processes or other material used by or developed by us for the purposes of providing the Portal or performing its obligations under this Agreement shall, or upon their creation, remain vested in us or its licensors. You shall use such material only for the purpose of utilising the Portal, as contemplated by this Agreement.

Save where otherwise specified, the Intellectual Property Rights and contents of all the Web Portal are owned by us or its licensors. Reproduction of part or all of the contents of the Web Portal in any form is prohibited without our prior consent, other than that you may print or download one copy of the contents of the Web Portal for personal non-commercial use.

You shall not attempt to reverse engineer, decompile, disassemble, reverse translate or otherwise attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, proprietary data representations, or algorithms contained in the Portal by any means whatsoever.

### **Data Protection**

We will comply with our obligations under applicable data protection law as regards relevant data in our possession relating to you and shall make available for inspection by you any information held by us about you in accordance with those laws. The Privacy Policy published on the Web Portal from time to time shall apply to the use of data relating to your company and shall form part of this Agreement.

### **Temporary Withdrawal of Service**

In the event of a breakdown, fault or malfunction of, or connected to, any system used in connection with the Web Portal and the Portal, or where there is a real or potential security risk, we shall be entitled, without incurring any liability to you, to temporarily suspend the relevant Portal or access to the Web Portal for such reasonable period as may be required to remedy, address or resolve the system issue. Other means of entering your sales orders will be provided immediately on withdrawal of the services of the Web Portal.

**Force Majeure:** We shall not be in breach of our obligations under this Agreement if there is any total or partial failure of performance of our duties and obligations occasioned by any of the following:

Act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, pandemic, inability to communicate with third parties for whatever reason, failure of any computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any other reason (whether or not similar in kind to any of the above) beyond our control. If an event of Force Majeure continues for more than 30 days either party shall be entitled to terminate this Agreement upon written notice to the other party. Termination shall be without prejudice to your liability for any outstanding indebtedness on any Account or otherwise prior to the date of termination.

### **Security, Maintenance and Availability**

You accept that electronic communications via the internet may not be secure and communications via such media may be intercepted by unauthorised persons or delivered incorrectly. In consequence, we cannot guarantee the privacy or confidentiality of communications via this medium although we will put in place security measures to protect all communication on the site.

From time to time it may be necessary to or desirable for security reasons, maintenance, upgrades or other reasons to:

- i. make certain or all of the Portal unavailable to you; and/or
- ii. delay implementation of any new Portal; and/or
- iii. withdraw, replace or reissue Passwords; and/or
- iv. change authentication procedures or processes for accessing the Web Portal or the Portal

While we will use reasonable endeavours to minimise any inconvenience caused to you, you accept that these events may occur and that we have no liability to you in the event of this happening. Where we change authentication procedures for accessing the Web Portal or the Portal then, notwithstanding any other term of this Agreement, we may introduce these procedures by giving instructions to you via the Web Portal in respect of which such procedures are being introduced.

### **Agency**

You agree that you have agreed to these terms and conditions for the benefit of your company and not for the benefit of another entity and that, you may not subcontract or assign any of your rights or obligations granted by agreeing to these terms and conditions.

### **Governing Law**

All relations established by us with you prior to this Agreement being entered into, and this Agreement, are governed by and will be construed with the laws of Jamaica, and the courts of Jamaica shall have exclusive jurisdiction to resolve any disputes in connection with them. When you use the Web Portal, you accept that your use of the Web Portal and any information on the Web Portal, will also be governed by the laws of Jamaica and if any claim or dispute arises from your use of the Web Portal or any of the information on it, you agree that the Jamaican courts will have exclusive jurisdiction over all such claims or disputes.

Access to and use of this Web Portal is at the user's own risk and the Portal and the services obtained through the Portal are provided on an "as is" and "as available" basis without any warranties of any kind, either express or implied. We do not represent or warrant that the use of this Web Portal or any material downloaded from it will not cause damage to property, including but not limited to loss of data or computer virus infection. In no event do we accept liability of any description including liability for negligence for any damages whatsoever for any losses sustained and arising out of or in connection with the access, use or performance of this Web Portal or any its contents, including, without limitation, indirect or consequential losses, direct loss of profit, direct loss of anticipated savings, loss of data, indirect loss of profit, indirect loss of anticipated savings, loss of revenue, loss of business, loss of opportunity or loss of or damage to property and/or any wasted expenditure and third party claims.

When using the Portal both parties agree that we each will not attempt to repudiate the validity of your instructions relating to the Portal or the communications regarding the instructions sent to you by us. Both parties agree that the instructions, information, communications and/or authorisations given through the Portal shall be treated as satisfying any legal requirements for communication in writing.

### **Severability**

If, at any time, any provision of this Agreement (or any part of a provision of this Agreement) is or becomes illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of the remainder of this Agreement (including the remainder of a provision where only part thereof is or has become illegal, invalid or unenforceable).

### **Waiver**

Any waiver by us of a breach or default of any of the provisions of this Agreement shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on our part to exercise or avail of any right, power or privilege that we have or may have, operate as a waiver of any breach or default by you.

## **Language**

The Agreement and all other documentation which will be provided by us to communicate with you throughout the duration of the Agreement will be prepared in the English language, and all communications between us and you will also be conducted in the English language.

## **Definitions**

Words in bold print in this Definitions Clause have the meanings respectively set under them when used in this Agreement and, where the context admits, the singular form shall include the plural form and vice versa.

### **i. Agreement**

The agreement concluded between you and us for the purposes of receiving any of the services through the Web Portal which consists of (1) the Registration Form; (2) these Terms and Conditions; and (3) the Privacy Policy appearing on the Web Portal from time to time. In the event of any conflict or ambiguity between any of these documents, then these Terms and Conditions will prevail.

We, us means Petrojam Limited, including its successors and assigns.

### **ii. Intellectual Property Rights**

Intellectual Property Rights means all copyright, patents, trade marks, registered and unregistered design rights, rights in databases and topography rights and other intellectual property rights, all rights to bring an action for passing off, all rights to apply for protection in respect of any of the above rights and all other forms or protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, and includes any trade marks that we have in the word "Petrojam" or "Petrojam.com".

### **iii. Privacy Policy/Petrojam Privacy Policy**

The document called "Privacy Policy" published by us on the Web Portal from time to time.

### **iv. Registration Process (es)**

The process (es) which must be properly completed by you for the provision of services by the Petrojam Web Portal including provision of information related to your staff that will be using the web portal.

### **v. Password**

The password chosen by you in connection with the Web Portal and the Portal.

vi. Terms and Conditions

The terms and conditions governing the provision of the Web Portal and the Portal to you, which are set out in this document, and such other terms and conditions as may be added to or substituted for them from time to time pursuant to the Agreement.

vii. Portal

The Portal made available by us on the Web Portal from time to time.

ix. Web Portal

Any page relating to a Web Portal operated by Petrojam or on Petrojam's behalf