



Website Terms of Use

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Welcome to the official website of the National Education Trust (NET) at <https://www.net.org.jm> (the "Website"). By accessing, using, or visiting this Website, you confirm that you accept and agree to comply with these Terms of Use, together with any documents referenced herein (collectively, the "Terms").

If you do not agree to these Terms, please **do not use this Website**.

We recommend that you print or save a copy of these Terms for future reference.

1. About These Terms

These Terms govern your use of the Website and any content, services, or features made available through it.

Disclaimer: For all matters relating to the collection, use, disclosure, or processing of personal data, the Privacy Policy shall govern. These Terms of Use defer to the Privacy Policy with respect to all obligations under the Data Protection Act, 2020, and any other applicable laws.

You may view our Privacy Policy here: insert link

2. About the National Education Trust (NET)

The Website is operated by the National Education Trust, an agency of the **Ministry of Education, Skills, Youth & Information** in Jamaica, responsible for resource mobilisation and infrastructure development in support of the national education sector.

Registered Office:

National Education Trust
Caenwood Centre, 37 Arnold Road
Kingston 5, Jamaica

For the purposes of these Terms, **“NET,” “we,” “us,” or “our”** refers to the National Education Trust.

Designated Data Protection Officer:

Miguel Dias
Email: miguel.dias@net.org.jm

3. Privacy and Cookies

By using this Website, you confirm that you have read our Privacy Policy, which explains:

- How your personal data is collected, used, and safeguarded in compliance with the Data Protection Act, 2020;
- Your rights as a data subject;
- Lawful bases for processing; and
- The use of cookies and similar technologies on the Website.

You may view our Privacy Policy here: insert link

Consent for Cookies

Certain cookies, such as Marketing and Tracking cookies, are **opt-in only**. These cookies will **not** be activated unless you provide explicit consent. NET may use tools such as Google Analytics and similar services to understand Website usage patterns. These tools may be configured to collect aggregated data where possible.

Note: This Privacy Policy governs all data processing obligations.

4. Permitted Use of the Website

You may use this Website **only for lawful, non-commercial purposes**, and in a manner that:

- Complies with applicable laws and regulations;
- Does not infringe the rights of NET or any third party;
- Does not interfere with the Website's security, functionality, or availability.

You must not:

- Attempt to gain **unauthorised access** to the Website, its server, or any connected system;
 - Introduce viruses, malware, or harmful technology;
 - Use the Website to distribute unsolicited marketing, defamatory content, or unlawful material.
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5. Access to the Website

The Website is provided “**as is**” and **as available**. NET may update, suspend, or discontinue any part of the Website without prior notice.

NET shall not be liable if the Website is unavailable at any time or for any reason.

You are responsible for making all necessary arrangements to access the Website and ensuring that anyone using your internet connection complies with these Terms.

6. Intellectual Property

All content on this Website, including text, graphics, photographs, video, logos, and other materials, is **owned by or licensed to NET** unless otherwise stated.

Permitted Use:

- You may reproduce content **for personal, non-commercial use with proper attribution.**
 - You must obtain the prior written consent of NET for any other use **except as otherwise permitted under the Copyright Act (Jamaica).**
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7. Donations and Online Transactions

Where the Website facilitates donations or other financial transactions:

- NET may use third-party payment processors;
 - NET **does not store full card details** and is not responsible for errors, delays, or security breaches by these processors;
 - NET does not store payment information; Refunds, fees, or chargebacks are handled according to the **third-party processor's terms**
 - Transactions may be in Jamaican dollars or as specified by the platform.
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8. User-Generated Content

If you submit content (e.g., comments, photos, or posts):

- You retain ownership but grant NET a licence to use, reproduce, and display it;
 - You must not submit unlawful, defamatory, or harmful content;
 - NET reserves the right to **moderate, remove, or reject submissions** at its discretion.
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9. Links to Third-Party Websites

The Website may contain links to third-party sites for convenience or information. NET **does not control these sites** and is not responsible for their content or privacy practices.

Inclusion of links **does not constitute endorsement**.

10. Disclaimer and Limitation of Liability

To the fullest extent permitted by law:

- NET disclaims all warranties, express or implied, regarding Website content, accuracy, availability, or suitability;
- NET shall not be liable for any loss or damage arising from:
 - Use or inability to use the Website;
 - Reliance on information presented;
 - Viruses or harmful technology.

Note: Nothing in these Terms shall exclude or limit liability **where prohibited by law**, including fraud, personal injury caused by negligence, or statutory breaches.

11. Indemnity

You agree to **indemnify and hold harmless NET, its officers, and employees** from any claim, loss, damage, or expense arising from your breach of these Terms or misuse of the Website.

12. Changes to Website Content and Terms

NET may update or remove Website content at any time.

These Terms may also be revised at any time. Changes will be posted with an updated **Effective Date**. Continued use constitutes acceptance of modified Terms.

13. Governing Law

These Terms are governed by the laws of **Jamaica**.

Any disputes shall be subject to the **exclusive jurisdiction of the Supreme Court of Jamaica**.

14. Contact Information

Questions or comments regarding the Website may be directed to:

National Education Trust (NET)

Email: info@net.org.jm

Telephone: (876) 967-9007

Address: Caenwood Centre, 37 Arnold Road, Kingston 5, Jamaica

