



LIBRARY INDUSTRIAL COURT OF TRINIDAD AND TOBAGO JUDGMENT DATABASE (MINISIS)

The library established a subscription service to provide quick and easy access to our judgment collection.

SUBSCRIPTION TYPES:

Please select one of the following:

☐ **Organization / Trade Union / Institution [Single User]**

☐ \$500/Mth

☐ \$5,500/Yr

☐ **Individual members** [Proof of your identity and address is required]

☐ \$400/Mth

☐ \$4,500/Yr

☐ **Student** [Proof of enrolment into the academic institution is required]

☐ \$300/Mth

☐ \$3,500/Yr

PAYMENT INFORMATION:

Cash and Manager's cheque payments are accepted. Please make cheque payable to:
The Registrar, Industrial Court of Trinidad and Tobago

Please print clearly:

Mr/Mrs/Miss/Ms _____
Surname First name(s)

Work / Home address:

E-mail address: _____

Organization: _____

Job Title: _____

Contact no.: Cell: _____ Office: _____

Home: _____

SUBSCRIBER'S ACKNOWLEDGEMENT

By signing below, I confirm that:

- a. The information provided in this Subscription Form is true and complete;
- b. I have read and understood the Agreement attached;
- c. I agree to comply with its terms and conditions; and
- d. I understand that breach of the Agreement may result in the suspension or termination of my access and, where appropriate, further lawful action.

Signed: _____

Date: _____

STAFF USE ONLY

Barcode _____

Received by _____

Date of issue _____

Expiry date: _____

UN: _____

PW: _____

Documents submitted:

- ☐ Proof of Identity
- ☐ Proof Address
- ☐ Proof of enrolment

Payment:

- ☐ Cash
- ☐ Managers Cheque

Receipt No.:

RENEWAL:

Received by _____

Date of issue _____

Expiry date: _____

UN: _____

PW: _____

☐ Cash ☐ Managers Cheque

☐ Receipt No.: _____

RENEWAL:

Received by _____

Date of issue _____

Expiry date: _____

UN: _____

PW: _____

☐ Cash ☐ Managers Cheque

☐ Receipt No.: _____



INDUSTRIAL COURT
of Trinidad and Tobago

JUDGMENT DATABASE SUBSCRIPTION AGREEMENT

Industrial Court Judgment Database (MINISIS) (User Access)

I/We, the undersigned subscriber/s, apply for user access to the Industrial Court of Trinidad and Tobago Judgment Database operated through the Court's Library and agree to the following terms and conditions:

1. Subscription and Access

- 1.1 Upon receipt of the applicable subscription fee and any required supporting documents, the Industrial Court of Trinidad and Tobago ("the Court") may issue the Subscriber with a username, password or other login credentials for access to the MINISIS Judgment Database ("the Database").
- 1.2 Access is granted solely to the individual identified in this Subscription Form ("the Subscriber") and may not be transferred, assigned, shared or made available to any other person.
- 1.3 Where the subscription is obtained by an organisation, trade union, institution or other body, access remains restricted to the single individual identified in this Subscription Form and does not extend to the organisation generally or to any other employee, officer, member, student or representative.
- 1.4 The subscription shall commence on the date of issue stated by the Court and shall expire on the stated expiry date, unless renewed, suspended or terminated earlier in accordance with this Agreement.

2. Subscription Fees and Renewal

- 2.1 The Subscriber shall pay the applicable monthly or annual subscription fee in full before access is issued or renewed.
- 2.2 Subscription fees are non-transferable and, are non-refundable once access has been issued.
- 2.3 Renewal is not automatic. Continued access after the expiry date is subject to:
 - a. the submission of a renewal request;
 - b. payment of the applicable renewal fee;
 - c. continued compliance with this Agreement; and
 - d. approval by the Court.
- 2.4 The Court may revise its subscription fees upon reasonable notice. Any revised fee shall apply to subscriptions or renewals commencing after the effective date of the revision.

3. Security of Login Credentials

- 3.1 The Subscriber shall:
 - a. keep all usernames, passwords and other login credentials confidential and secure;
 - b. take reasonable steps to prevent unauthorised access to the Database;
 - c. not disclose, lend, sell, transfer or share login credentials with any other person; and
 - d. promptly notify the Court where the Subscriber knows or reasonably suspects that the Subscriber's login credentials have been lost, disclosed, compromised or used without authorisation.
- 3.2 The Subscriber shall be responsible for all activity conducted through the Subscriber's account, except where the activity results solely from a security failure attributable to the Court.
- 3.3 The Court may require the Subscriber to change a password or may temporarily disable login credentials where this is reasonably necessary to protect the Database, the Court's systems or other users.

4. Permitted Use

- 4.1 The Subscriber may access and use the Database solely for lawful personal, educational, professional, research or internal organisational purposes.
- 4.2 Subject to any technical or access restrictions applied to a particular document, the Subscriber may:
 - a. view and read judgments and other materials available through the Database;
 - b. download or print reasonable portions of the materials for the Subscriber's own permitted use; and

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- C. cite or refer to judgments and other materials in research, legal proceedings, professional work or academic work.
- 4.3 Any use of materials obtained from the Database must preserve the integrity of the document and must not misrepresent, alter or obscure the content, source or status of the material.
- 4.4 The Subscriber acknowledges that certain documents may be designated as read-only and may not be downloadable or printable.

5. Prohibited Use

The Subscriber shall not:

- a. permit any other person to access or use the Subscriber's account;
- b. reproduce, distribute, publish, transmit, sell, license or otherwise make available any substantial part of the Database, except with the prior written permission of the Court;
- c. use the Database or its contents to create, populate, supplement or maintain another database, document repository, commercial information service or subscription service;
- d. engage in systematic, automated, excessive or bulk downloading, copying, scraping, extraction or harvesting of documents or data;
- e. attempt to circumvent any security feature, access restriction, download restriction or technological protection measure;
- f. introduce any virus, malicious code or other harmful material into the Database or the Court's information systems;
- g. interfere with, impair or disrupt the operation, security or availability of the Database;
- h. use the Database for any unlawful, fraudulent, misleading or unauthorised purpose; or
- i. alter, remove or obscure any official marking, citation, notice, watermark or other identifying information appearing on a document.

6. Ownership and Intellectual Property

- 6.1 The Database, its structure, arrangement, search facilities, compilation and associated systems remain under the ownership or control of the Court.
- 6.2 Access to the Database does not transfer ownership of the Database or grant the Subscriber any proprietary interest in it.
- 6.3 Nothing in this Agreement prevents the lawful use, citation or reproduction of judgments or other public documents in accordance with applicable law. However, the Subscriber shall not represent that any privately reproduced, edited or reformatted version of a document is an official version issued by the Court.

7. Accuracy and Status of Documents

- 7.1 The Court will take reasonable steps to maintain the accuracy and integrity of the Database. However, the Subscriber acknowledges that:
- a. the Database may contain typographical, scanning, formatting, indexing or other inadvertent errors;
 - b. documents may be corrected, replaced, updated, withdrawn or reclassified; and
 - c. the availability of a document through the Database does not necessarily confirm that it is the final, certified or authoritative version.
- 7.2 Where an official, certified or authenticated copy of a judgment or other document is required, the Subscriber should obtain it through the appropriate Registry or other authorised source.
- 7.3 The Database is provided as a research and information service and does not constitute legal advice.

8. Availability and Maintenance

- 8.1** The Court will use reasonable efforts to make the Database available during normal service periods but does not guarantee uninterrupted, continuous or error-free access.
- 8.2** Access may be temporarily restricted or unavailable because of maintenance, upgrades, security requirements, technical failure, internet disruption or circumstances beyond the reasonable control of the Court.
- 8.3** Where practicable, the Court shall provide reasonable notice of planned service interruptions likely to materially affect access.

9. Suspension and Termination

- 9.1** The Court may temporarily suspend access where it reasonably suspects:
- unauthorised use or sharing of login credentials;
 - a breach of this Agreement;
 - activity that threatens the security or operation of the Database; or
 - non-payment of any applicable fee.
- 9.2** Where the breach is capable of remedy and does not present an immediate security or operational risk, the Court shall ordinarily notify the Subscriber of the breach and provide a reasonable opportunity to remedy it.
- 9.3** The Court may terminate the subscription immediately where:
- the Subscriber commits a serious or repeated breach of this Agreement;
 - the Subscriber engages in unauthorised sharing, systematic downloading, database replication, unlawful use or interference with the Court's systems;
 - the Subscriber provides materially false or misleading information in the Subscription Form; or
 - continued access would expose the Court, its systems or another person to material risk.
- 9.4** Upon expiry or termination, the Subscriber's right to access the Database shall cease immediately. Termination shall not affect any rights or obligations that arose before the effective date of termination.

10. Liability

- 10.1** The Court shall not be liable for any loss arising solely from:
- reliance on an unofficial, incomplete, outdated or incorrectly reproduced document;
 - interruption or temporary unavailability of the Database;
 - loss of data or access caused by the Subscriber's equipment, internet service, software or failure to safeguard login credentials; or
 - use of the Database for a purpose contrary to this Agreement.
- 10.2** Nothing in this Agreement excludes or limits any liability that cannot lawfully be excluded or limited.
- 10.3** The Subscriber shall be responsible for any loss or damage reasonably incurred by the Court as a direct result of the Subscriber's deliberate misconduct, unlawful use of the Database or material breach of this Agreement.

11. Personal Information

- 11.1** The Subscriber consents to the Court collecting and using the personal information provided in this Subscription Form for the purposes of:
- processing and administering the subscription;
 - verifying the Subscriber's identity, address or enrolment status;
 - communicating with the Subscriber;
 - managing access to the Database;
 - maintaining payment and subscription records; and
 - investigating suspected misuse or security incidents.

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11.2 The Court shall take reasonable steps to protect the Subscriber's personal information and shall not use it for purposes unrelated to the administration, security or lawful operation of the subscription service, except where disclosure is required or permitted by law.

12. Photocopying Services

Where photocopying services are requested from the Court's Library, the Subscriber shall pay the applicable photocopying fee prescribed by the Court. The photocopying fee is separate from the subscription fee and may be revised from time to time.

13. Changes to the Service or Agreement

13.1 The Court may make reasonable changes to the Database, its functionality, its content or these terms where necessary for operational, legal, security or administrative purposes.

13.2 Where a change materially affects the Subscriber's rights or permitted use, the Court shall provide reasonable notice before the change takes effect, where practicable.

13.3 Continued use of the Database after the effective date of a notified change shall constitute acceptance of the revised terms. Where the Subscriber does not accept a material change, the Subscriber may discontinue use and notify the Court before the change takes effect.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Trinidad and Tobago.

15. Subscriber's Acknowledgement

By signing below, I/We confirm that:

- a. The information provided in this Subscription Form is true and complete;
- b. I/We have read and understood this Agreement;
- c. I/We agree to comply with its terms and conditions; and
- d. I/We understand that breach of this Agreement may result in the suspension or termination of my access and, where appropriate, further lawful action.

Subscriber's Full Name: _____

Signature: _____

Date: _____