

**PRIVACY POLICY STATEMENT  
COMPANIES REGISTRY ONLINE SYSTEM (“CROS”)  
SUBSCRIBERS PERSONAL INFORMATION**

*Please read this Privacy Policy Statement carefully. We recommend that you print a copy for your records.*

This Privacy Policy Statement outlines matters relative to the Personal Information of Subscribers.

The Registrar General’s Department (“RGD”) is committed to ensuring the protection of the privacy of all Subscribers to its CROS service through the adoption and implementation of responsible data protection practices. In order to provide our Services to Subscribers, the RGD through its Web Application needs to elicit certain Personal Information from them.

The collection and use of Personal Information is in strict compliance with, and will be protected under, the Data Protection Act, Ch. 22:04.

**1. DEFINITIONS**

For the purposes of this Privacy Policy Statement (“Privacy Statement”) the following words and phrases shall have the meanings set out below unless the context requires otherwise

- (i) **“Companies Registry Account”** means the electronic account issued upon registration and used by a Subscriber to access the Services offered through CROS.
- (ii) **“CROS”** means the Web Application through which the RGD may administer Services online.
- (iii) **“Data Message”** means any document, correspondence, memorandum, book, plan, map, drawing, diagram, pictorial or graphic work, photograph, audio or video recording or machine-readable symbol generated, sent, received or stored by any electronic means by or on behalf of the person it represents;
- (iv) **“Personal Information”** means information about an identifiable individual that is recorded in any form including:
  - a. information relating to the full legal name, the former, or any change of, given name or surname, nationality of origin and present nationality, if different from nationality of origin, date of birth, and the occupation of the individual;
  - b. the residential and postal address, e-mail address and telephone contact number of the individual (“contact details”);

- c. any identifying number, symbol or other particular designed to identify the individual;
  - d. 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; and
  - e. information contained in 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;
- (v) **“Registrar General”** means the public officer referred to in section 2 (1) of the Registrar General Act, Ch. 19:03;
  - (vi) **“Services”** means the electronic services being offered and facilitated on CROS by the RGD or a Service Provider;
  - (vii) **“Service Provider”** includes those Governmental and non-Governmental bodies partnering with the Registrar General to provide electronic services on CROS;
  - (viii) **“Subscriber”** means any person who subscribes for access to or the use of the Services provided through CROS and who agrees to be bound by the Terms and Conditions Agreement for the use of CROS; and
  - (ix) **“Web Application”** refers to the application software through which the Subscriber may access the Services offered on CROS.
  - (x) The use of the masculine gender shall include the feminine gender and neuter gender.

## **2. USE OF PERSONAL INFORMATION**

2.1 Specifically, the RGD will use Personal Information for the following purposes:

- (i) administer the Web Application;
- (ii) populate forms submitted through CROS;
- (iii) enable Subscriber access to, and use of, the Services; and

(iv) communicate with Subscribers any information relative to the Services, inclusive of notices and updates.

2.2 The Web Application employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. Anyone utilizing the Web Application 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.

2.3 The Internet Protocol (IP) address of the computer that has contacted the Web Application is received and recorded. The RGD will make no attempt to link any address with the identity of individuals visiting the Web Application unless an attempt to damage the Web Application has been detected or for the purpose of facilitating an investigation into alleged criminal activity.

2.4 All Personal Information collected will only be used by authorized staff of the RGD or the Service Providers to fulfill the purposes (as set out at 2.1 above) for which it was originally collected or for a use consistent with those purposes.

### **3. STORAGE, SHARING AND DATA MATCHING OF PERSONAL INFORMATION**

3.1 If a Subscriber chooses to make an application or submit a statutory declaration or send any communications through the Web Application where the Subscriber provides Personal Information, such Personal Information 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 Subscribers in the most efficient and effective way, unless such sharing is otherwise prohibited by legislation.

3.2 The Storage, Sharing and Data Matching of Subscribers' Personal Information **is strictly for the purposes of:**

- (i) ensuring efficiency in the delivery of CROS Services; and
- (ii) collection and preparation of business intelligence in order to facilitate public policy formulation.

3.3 Electronically submitted information will be maintained and disposed of, in some cases, in accordance with the Data Protection Act, Ch. 22:04 and will be subject to the Freedom of Information Act, Ch. 22:02.

### **4. INFORMATION COLLECTED WHEN A FORM IS COMPLETED THROUGH CROS**

4.1 On CROS, the RGD offers electronic or online forms that facilitate the applications or declarations that may be submitted as described above. By a Subscriber opting to use this Web Application for

such purposes, the Subscriber is signifying consent to the RGD maintaining a record of the transactions related to that Subscriber's application.

4.2 For Subscriber convenience, the RGD may also display the Subscriber's Personal Information previously supplied to the RGD, other Government agencies or Service Providers. This will speed up the transaction and save the Subscriber the trouble of repeating previous submissions.

4.3 Subscribers are required to promptly update their Personal Information whenever any change occurs.

## **5. SECURING YOUR PERSONAL INFORMATION**

5.1 The RGD, in the use of the Web Application, will take all reasonable technical and organisational precautions to prevent the loss, misuse or alteration of Personal Information provided by Subscribers, including but not limited to:

- (i) storing Personal Information on secure servers; and
- (ii) protecting Personal Information by encryption technology and managing under best practice.

5.2 The RGD shall not share a Subscriber's Personal Information with third parties other than the Service Provider except with the Subscriber's express consent or as authorized by law.

5.3 The RGD shall not sell, share or disclose Subscribers' Personal Information to any type of unauthorized mailing list.

## **6. UPDATING THIS STATEMENT**

The RGD may update this Privacy Statement by posting a new version on the Web Application. Subscribers should check this page periodically to familiarise themselves with any changes.

## **7. ACCESS TO PERSONAL INFORMATION**

Subscribers may access their Personal Information at any time, except when maintenance work is being performed, through their Companies Registry Account.

## **8. CONSENT**

Subscribers can commence accessing Services and may cancel transactions at any time. Once a transaction is cancelled, none of the information entered will be retained. However, once a Subscriber has submitted any application, the information entered will be retained in accordance with the Terms and Conditions Agreement and Privacy Statement of CROS.