



**TERMS AND CONDITIONS AGREEMENT
FOR THE REGISTRAR GENERAL'S DEPARTMENT, OFFICE OF THE
ATTORNEY GENERAL AND MINISTRY OF LEGAL AFFAIRS,
COMPANIES REGISTRY ONLINE SYSTEM ("CROS")**

Please read these terms and conditions carefully before using CROS. We recommend that you print a copy for your records.

TERMS OF USE

The Registrar General's Department ("RGD") operates this Web Application to enable Subscribers to:

1. electronically submit registration, incorporation and post-incorporation documents for business names, non-profit organisations and companies;
2. electronically sign documents;
3. instantaneously register business names, incorporate profit companies and file post-incorporation documents;
4. immediately receive notification of changes to business names, non-profit organisations and company records;
5. electronically create, top up and manage payment accounts;
6. electronically settle fees, charges and levies required to be paid for the Services provided;
7. electronically search business names, non-profit organisations and company records; and
8. except when maintenance work is being performed, conduct transactions on a twenty four hour basis.

The Services facilitated through this Web Application are administered by various public and private sector bodies in accordance with their respective legislative or policy authority.

Additional terms and conditions applicable to specific areas of this Web Application or to particular content or transactions are also posted in particular areas of this Web Application and, together with these terms and conditions, govern the use of those areas' content or transactions.

These terms and conditions together with applicable additional terms and conditions are referred to as "this Agreement".

1. DEFINITIONS

1.1 In this Agreement, the following words and phrases shall have the meanings set out below unless the context requires otherwise:

- (i) **“Account PIN”** means the personal identification number used to
 - a. uniquely identify a person registered for a Companies Registry Account; and
 - b. validate the electronic signature of an individual authorised to sign electronically
- (ii) **“Addressee”** in relation to a Data Message means a person who is intended by the Originator to receive the Data Message but does not include a person acting as an intermediary or telecommunications service provider with respect to that data message;
- (iii) **“Companies Registry Account”** means the electronic account issued upon registration and used by a Subscriber to access the Services offered through CROS.
- (iv) **“CROS”** means the Web Application through which the RGD may administer Services online.
- (v) **“Convenience Fee”** means a charge levied for the ease of paying for Services online.
- (vi) **“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;
- (vii) **“Electronic Record”** means a record created, stored, generated, received or communicated by electronic means;
- (viii) **“Electronic Signature”** means information in electronic form affixed to, or logically associated with, a Data Message which may be used to:
 - a. identify the signatory in relation to that Data Message; or
 - b. indicate the signatory’s approval of the information contained within that Data Message;
- (ix) **“Information System”** means a device or combination of devices including input and output devices capable of being used in conjunction with external files which contain computer programmes, electronic instructions, input data and output data that perform logic, arithmetic, data storage and retrieval, communication control and other functions but does not include a calculator;

- (x) **“Originator”**, in relation to a Data Message, means a person by whom or on whose behalf the Data Message purports to have been sent or generated prior to storage, but does not include a person acting as an intermediary or telecommunications service provider with respect to that Data Message;
- (xi) **“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.
- (xii) **“Privacy Policy Statement”** means the statement issued outlining the policy of the RGD on the collection, use, matching, sharing, storage and protection of Personal Information captured in the Web Application;
- (xiii) **“Registrar General”** means the public officer referred to in section 2 (1) of the Registrar General Act, Ch. 19:03;
- (xiv) **“Services”** means the electronic services offered and facilitated on CROS by the RGD or a Service Provider;
- (xv) **“Service Provider”** includes those Governmental and non-Governmental bodies partnering with the Registrar General to provide electronic services on CROS;
- (xvi) **“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 of this Agreement; and

(xvii) **“Web Application”** refers to the application software through which the Subscriber may access the Services offered on CROS.

(xviii) The use of the masculine gender shall include the feminine gender and neuter gender.

2. ACCEPTANCE OF AGREEMENT

2.1 This Agreement is an electronic contract that sets out the legally binding terms and conditions of use of CROS.

2.2 This Agreement shall commence on the date of the RGD’s approval of your application for use of the Services and shall remain in force unless earlier terminated in accordance with the terms and conditions herein.

2.3 In order to use the Services, you must first agree to be bound by this Agreement. You may not use the Services if you do not agree to be so bound.

2.4 You can indicate your agreement to be bound by this Agreement by:

- (i) clicking to accept or agree to the terms and conditions, where this option is made available to you in the user interface for any of the Services; or
- (ii) actually using the Services. In this case, you understand and agree that your use of the Services constitutes acceptance of this Agreement from that point onwards.

2.5 By accessing and using CROS you are deemed to have accepted and agreed to:

- (i) be bound by this Agreement; and
- (ii) have this Agreement provided to you in an electronic form.

3. ELIGIBILITY

Persons must be at least 18 years old (“the legal age”) to access or use CROS, and by using the Web Application a person represents and warrants that he is at least of the legal age and has the right, authority and capacity to enter into this Agreement and that he agrees to abide by the terms and conditions of this Agreement. No person may use the Services and may accept the terms and conditions if they are not of the legal age to enter into a binding contract.

4. AMENDMENTS TO AGREEMENT

4.1 The Registrar General reserves the right to amend the terms and conditions of this Agreement from time to time. Amendments to this Agreement shall be effective thirty (30) days from the date of posting of same on the Companies Registry website.

4.2 By using or continuing to use the Services at any time after the period referred to in 4.1, a Subscriber represents that they agree to be bound by the terms and conditions of this Agreement as amended.

5. REGISTRATION

5.1 Every person:

- (i) whose name is on a record maintained by the RGD;
 - (ii) who proposes to incorporate a company, register a business name, non-profit organization or external company; or
 - (iii) who intends to use the Services;
- shall apply for a Companies Registry Account.

5.2 Access to the Services shall not be enabled **until the completion of registration for the Companies Registry Account.**

5.3 A person who successfully registers for a Companies Registry Account shall be issued a password for the account and an Account PIN.

5.4 An individual seeking to register for a Companies Registry Account must submit the following to the RGD:

- (i) birth certificate; and
- (ii) one (1) form of photo identification, i.e.:
 - a. national identification card;
 - b. passport; or
 - c. driver's license.

6. SCOPE OF SERVICES

6.1 Upon the acceptance by:

- (i) the RGD of the application of the Subscriber for registration for a Companies Registry Account; and
 - (ii) the Subscriber of the terms and conditions of this Agreement;
- access to the Services shall be provided to the Subscriber.

6.2 The RGD reserves the right to modify, vary, enhance, suspend or discontinue any aspect of the Services at any time, without giving prior notice. The RGD shall advise the Subscriber of any changes not less than thirty (30) days in advance where such changes will, in the opinion of the Registrar General, significantly alter the Services. The Registrar shall not be liable to the Subscriber or any third party for any modification, variation, suspension or discontinuance of the Services. Use of CROS following any such modification, variation, suspension or discontinuance constitutes acceptance of such modification, variation, suspension or discontinuance, as the case may be.

6.3 The Services will be made available during such hours as may be notified by the RGD to the Subscriber. The RGD reserves the right to alter or extend the service hours from time to time.

6.4 The relevant Service Provider, as the case may be, may impose its own terms and conditions and charges for access to and use of its services. The Subscriber is responsible for ensuring that all necessary approvals, consents and permissions for access to and use of a Service Provider's services and facilities have been obtained.

7. SUBSCRIBER'S RESPONSIBILITIES

7.1 (i) The Subscriber acknowledges that inability to gain access to services through CROS (for whatever reason) does not relieve the Subscriber of any obligations under the Companies Act, Ch. 81:01, the Registration of Business Names Act, Ch. 82:85, or the Non-Profit Organisations Act, No. 7 of 2019, (as applicable), including the filing or delivery of documents at, or the provision of information to, the RGD.

(ii) The foregoing obligations are also applicable to the client of a Subscriber (where the Subscriber is an agent of that client).

7.2 The Subscriber is responsible for the confidentiality of the user identification name and password associated with the Companies Registry Account and the Account PIN assigned by the RGD upon registration of the Subscriber for the Services. The Subscriber shall ensure control of the user identification name, password and Account PIN for authorized usage of the Services and shall act in good faith and shall exercise all reasonable care and diligence in maintaining the confidentiality of the user identification name, password and Account PIN. Unless the contrary is proved, all communication and activities occurring under or referable to the Subscriber's Companies Registry Account, user identification name, password and Account PIN shall be deemed to have been validly used or authorised by the Subscriber. The Subscriber shall be liable for all costs, fees and expenses arising from any communication and activity occurring or referable to the Subscriber's Companies Registry Account, user identification name, password and Account PIN.

7.3 The Subscriber shall be liable for all transactions effected through the use of the Subscriber's Companies Registry Account, user identification name, password or Account PIN, including liability for the fees, charges and levies as may be applicable to such transactions. The RGD shall be under no obligation whatsoever to investigate or verify the authority of persons using the Subscriber's user identification name, password or Account PIN.

- 7.4 The Subscriber undertakes to notify the RGD immediately of any unauthorized use of the Subscriber's Companies Registry Account, user identification name, password or Account PIN.
- 7.5 The Subscriber agrees that access to and usage of the Services is for approved purposes only. The Subscriber shall use the Services solely in the capacity of an end-user, and shall not, without the Registrar General's prior written approval, reproduce, duplicate, copy, sell, resell or exploit any portion of the Services, information obtained through the Services, or use of, or access to, the Services.
- 7.6 The Subscriber warrants and represents that the Subscriber or his agents are duly authorized to upload, submit, transmit or otherwise deal with all content, information and data provided by the Subscriber, and that all such content, information and data provided is true, accurate, current and complete.
- 7.7 The Subscriber agrees not to knowingly submit, upload or transfer any unauthorised files, codes (including but not limited to viruses), documents and information, in the course of using the Services.
- 7.8 (i) The Subscriber agrees to maintain offline all electronic records sent to and received from the RGD or the Service Provider through CROS.
- (ii) The Subscriber understands that the RGD reserves the right to delete these electronic records from its online databases without notifying the Subscriber.
- 7.9 The Subscriber undertakes not to use the Services for, or to carry out, any activity that may be prohibited under the Laws of the Republic of Trinidad and Tobago.
- 7.10 The Subscriber hereby authorizes the RGD to use any Personal Information submitted by, or on behalf of, the Subscriber, in accordance with the Privacy Policy Statement which forms part of this Agreement.
- 7.11 The Subscriber agrees at all times to indemnify and hold harmless the Minister with responsibility for the RGD, the Registrar General, and the officers, employees and agents of the RGD ("those indemnified") from and against any loss, damage or liability (including reasonable legal costs and expenses) reasonably incurred or suffered by any of those indemnified arising from or in connection with:
- (i) the use of the Services by the Subscriber;
 - (ii) a breach by the Subscriber or his employees, agents or contractors of the terms and conditions of this Agreement; or

- (iii) any willful, unlawful or negligent act or omission on the part of the Subscriber or his employees, agents or contractors.

7.12 The Subscriber shall provide to the RGD the Subscriber's Personal Information and shall promptly update such Personal Information whenever any change occurs. Where it is necessary for the RGD to send any notification pertaining to this Agreement, to the Subscriber, the RGD shall make all reasonable efforts to do so, using the most recent contact details of the Subscriber. It shall only be necessary for the RGD to make two (2) attempts to contact the Subscriber, within a two (2) week period. Those indemnified shall not be liable for any loss or damage occasioned to the Subscriber by a failure to communicate such notification where the Subscriber has neglected or omitted to update Personal Information.

7.13 The Subscriber acknowledges the proprietary interest and copyright of the Government of the Republic of Trinidad and Tobago in the data and documentation provided in connection with requests for Services and undertakes not to reproduce, duplicate, copy, sell, resell or exploit such data or documentation for pecuniary gain in any manner whatsoever.

7.14 The Subscriber shall comply with all applicable legislation and policies relating to data protection and copyright in connection with data and documentation accessed from CROS.

7.15 The rights and obligations of the Subscriber under this Agreement shall be personal to such Subscriber, and he shall not assign or dispose of, or permit to be assigned or disposed of, any of his rights and responsibilities, either in whole or in part, under this Agreement, to any third party.

8. DATA MESSAGES AND ELECTRONIC RECORDS

8.1 The Subscriber agrees that any Data Message and Electronic Record to be sent through the Web Application will comply with all applicable legal requirements and such message requirements as the Registrar General may prescribe from time to time.

8.2 The dispatch of a Data Message and the receipt of same are, for all purposes, deemed to have occurred as provided for in the applicable laws relating to the transfer of information and records by electronic means.

8.3 Those indemnified shall not be responsible for any loss or damage caused as a result of a dispute:

- (i) between the Subscriber and a Service Provider; or
- (ii) between a Subscriber and another Subscriber;

relating to the dispatch or receipt of a Data Message or Electronic Record.

8.4 Those indemnified shall not be responsible for any loss or damage occurring during the period between “**dispatch**” and “**receipt**” of a Data Message, as specified in Clause 8.2 above.

8.5 If the Subscriber receives any Data Message or Electronic Record addressed to another Subscriber or a third party which was wrongfully forwarded to him, he shall:-

- (i) notify the RGD and, where applicable, return the Data Message or Electronic Record to the Originator as soon as possible; and
- (ii) destroy all copies of the Data Message or Electronic Record afterwards and keep the contents of the Data Message or Electronic Record confidential.

9. WRITING AND SIGNATURE REQUIREMENTS

9.1 The Subscriber agrees that, to the maximum extent permissible by law:

- (i) a Data Message or an Electronic Record with an Electronic Signature made using the Account PIN shall in any event and for all purposes be treated and deemed to be the same as a document in writing physically signed by the party who made the Electronic Signature with the same content; and
- (ii) a Data Message or an Electronic Record, whether electronically signed or not, sent to, or communicated with, the Addressee, through the Web Application shall be treated and deemed to have been physically delivered to and communicated with the Addressee.

9.2 The Subscriber acknowledges that the use or continued use or continued keeping of the Companies Registry Account shall constitute the Subscriber's consent to receive notices and messages from the RGD by electronic means.

9.3 Upon the reasonable request of the RGD, for the purpose of any dispute resolution proceedings of whatever nature, the Subscriber shall do all such necessary acts as to perfect and give effect to the Data Message or Electronic Record, whether electronically signed or not, including but not limited to reducing the contents thereof to writing and physically signing the written records so reduced, to certify that the original Data Message or Electronic Record was validly signed.

9.4 The Subscriber shall not challenge, and hereby waives, all his rights to challenge the validity or enforceability of any Data Message, Electronic Record, or agreement or transaction concluded completely or partially through CROS, on the sole ground that they were in electronic form, sent electronically and/or that the signature is only an Electronic Signature.

10. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights (including copyright and trade marks) contained in, relating to, or in connection with, the Web Application and Services (including text, graphics, logos, icons, sound recordings and software) are owned by the Government of the Republic of Trinidad and Tobago or its licensors. No materials provided through the Web Application or Services, including text, graphics, compilations, computer programmes, codes and/or software may be reproduced, modified, adapted, distributed, published, displayed, uploaded, broadcast, posted, transmitted, or hyperlinked in any manner

and in any form without the prior written approval of the Government of the Republic of Trinidad and Tobago, or the respective intellectual property owners.

11. TERMS OF PAYMENT

11.1 In consideration of the provision of the Services provided by the RGD, the Subscriber agrees as follows:

- (i) The Subscriber shall make payment to the RGD for all applicable fees, charges and levies relevant to the Services, in accordance with the prescribed rates and fees as may be determined and amended from time to time. Notification of new rates and fees shall be posted on the Companies Registry website. Payment shall be in accordance with such payment modes as the RGD may prescribe from time to time.
- (ii) In addition to the fees at (i) above, the Subscriber understands that some of the Services provided through this Web Application may require a Convenience Fee which may be set from time to time by either the RGD or the Service Provider and as such agrees to pay the relevant fees in the manner so specified to facilitate completion of such applications.
- (iii) The Subscriber shall pay to the RGD a non-interest bearing deposit at a level chosen by the Subscriber at any time after completion of the registration procedure for the Companies Registry Account. The deposit will be used by the RGD to settle the fees, charges and levies (as applicable) for the Services rendered to the Subscriber. The Subscriber shall not assign or transfer any balance in the Subscriber's deposit account to any third party.
- (iv) Upon the Services being made available, the Subscriber shall pay all fees, charges and levies (as applicable) to the RGD for Services requested and rendered thereunder by way of deduction from the Subscriber's deposit account.
- (v) Once the relevant fees, charges or levies (as applicable) for the Services have been settled, no refund of the payment shall be made.

12. DISCLAIMERS OF WARRANTIES AND LIMITATION LIABILITY

12.1 THE SERVICES AND ALL ANCILLARY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

12.2 THE REGISTRAR GENERAL DISCLAIMS AS FOLLOWS:

- (i) The Registrar General does not warrant that the Web Application and Services will meet the Subscriber's requirements or that the Web Application and Services will be uninterrupted, timely or error-free.

- (ii) The Registrar General does not guarantee the reliability of the online network through which information, messages or instructions are transmitted to and from CROS. Those indemnified shall not be responsible for any delays and failures in transmission, receipt or execution of information, messages or instructions due to a breakdown, or failure, of communication facilities or to any other cause whatsoever and they shall not be held liable for any losses, fees, costs, expenses, damages and liabilities suffered or incurred as a result thereof.
- (iii) The Registrar General is not responsible for the availability, content or security of external websites or websites belonging to Service Providers which may be linked or integrated with this Web Application. Those indemnified undertake no liability, whether in contract, tort or otherwise, for the acts, neglects and omissions of the Service Providers or other third parties, including, without limitation, third party providers of telecommunication, computer or internet services, or for faults in, or failures of, their apparatus, equipment or systems.
- (iv) The Registrar General does not warrant the security of any information transmitted over the Internet as no data transmission over the Internet can be guaranteed as totally secure. Accordingly, any document or information which is transmitted by the Subscriber, whether to the Registrar General or to any other party, is transmitted at the Subscriber's own risk.
- (v) Those indemnified shall not be liable to the Subscriber or any other party for any damage, loss, cost or expense suffered by the Subscriber or any other party as a result of:
 - a. an action brought by a third party even if such loss was reasonably foreseeable or the Registrar General has been advised of the possibility of the Subscriber or any other party suffering or incurring the same;
 - b. the reliance on, or use of, any data, information, content or matter provided by the Service Provider via the Services, or the accuracy, correctness or completeness thereof;
 - c. any errors, interruptions or other occurrence whatsoever arising out of any form of communications or other facilities not provided by the RGD;
 - d. any data or other information input, sent or received by, or to, the Subscriber or through the Services;
 - e. any occurrence not due to the Registrar General's direct default.
- (vi) In no event shall those indemnified be liable for any loss of business, profit, goodwill or any type of special, indirect or consequential loss.

- (vii) Neither those indemnified nor the Subscriber shall be responsible for failure to perform or fulfill their commitments under this Agreement if such failure is due to any other circumstances outside their control. Such circumstances comprise, but are not confined to, acts of God, war, riots and sabotage.
- (viii) Those indemnified shall not be held responsible for the failure of the RGD to meet the obligations under this Agreement to the extent that such failure is attributable to the effects of any computer virus (or similar invasive computer programmes).

13. GOVERNING LAW

13.1 This Agreement shall be governed by, and construed in accordance with, the Laws of the Republic of Trinidad and Tobago. The Parties agree to submit to the exclusive jurisdiction of the courts of the Republic of Trinidad and Tobago.

13.2 Recognizing the global nature of the Internet, the Subscriber agrees to comply with the Laws of the Republic of Trinidad and Tobago regarding online conduct, acceptable content and use of the Web Application and the Services. The Registrar General does not warrant that the details on the Web Application will satisfy the laws of any other country other than the Republic of Trinidad and Tobago.

14. TERMINATION OF AGREEMENT

14.1 Either party may terminate this Agreement by thirty (30) days' prior written notice or by means of a Data Message to the other party; provided that any such termination by the Subscriber shall be without prejudice to any rights which may have accrued to the Registrar General and/or the Government of the Republic of Trinidad and Tobago by reason of any antecedent breach of any of the Subscriber's responsibilities under this Agreement.

14.2 Notwithstanding the foregoing, the Registrar General has the right to immediately suspend or cease the Subscriber's access to the Services and to terminate this Agreement, without prior notice, if the Subscriber goes into liquidation or bankruptcy or breaches or fails to conform to any obligation in accordance with this Agreement or the Terms of Payment under this Agreement and the Subscriber acknowledges the Registrar General's right.

14.3 Upon termination of this Agreement:

- (i) the RGD shall immediately terminate the Subscriber's access to the Services and the Subscriber, his employees, agents and contractors shall cease to use the Services;

- (ii) any balance in the Subscriber's deposit account may, at the discretion of the Comptroller of Accounts of the Republic of Trinidad and Tobago, be refunded to the Subscriber after deducting any fees, charges and levies (as applicable) due to the RGD in connection with, or arising out of, the Services provided under the Subscriber's Companies Registry Account; and
- (iii) clauses 7.11, 8, 10, 12, and 13.1 shall survive the termination of this Agreement.

15. GENERAL

- 15.1 The Subscriber shall not, in any litigation proceeding, challenge the admissibility as evidence or the accuracy of a Data Message or Electronic Record provided by the RGD in whatever form it may be presented.
- 15.2 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the RGD and any Subscriber or Service Provider, nor constitute the appointment of the RGD as agent of any Subscriber or Service Provider.
- 15.3 A waiver of breach or default under this Agreement by the Registrar General must be in writing and shall not be a waiver of any other or subsequent default. Failure or delay by the Registrar General to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.
- 15.4 Should any of the terms and conditions of this Agreement be held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.
- 15.5 The Subscriber shall not assign this Agreement or any part thereof without the prior written consent of the Registrar General.
- 15.6 This Agreement shall supersede all proposals, prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.