

## **Corporate Affairs and Intellectual Property Office Electronic Filing Services Agreement**

Welcome to the E-Registry Online Filing Service of Corporate Affairs and Intellectual Property Office, Barbados, a Department within the Ministry of Industry, International Business, Commerce and Small Business Development.

### **COVERAGE**

Please note that presently the E-Registry service is solely for **matters pertaining to the Corporate Registry of Barbados**.

The E-Registry is a secure system which allows customers to submit corporate applications online. At this time, only those persons who are registered with the Office as Registered Agents may use this E-Registry. To sign up to be a Registered Agent, click [here](#).

In order to proceed to use the E-Registry at this time, please read the following Terms and Conditions of Use and click "I Accept."

### **TERMS AND CONDITIONS**

#### **Our Process**

Here is what to expect when you incorporate online.

You will receive notification from us at different stages in the process. In addition you can actively check the status of your application at anytime via the Request Status Link or by emailing us at [eregistry@caipo.gov.bb](mailto:eregistry@caipo.gov.bb) if you require further information.

#### **Quality Check**

Kindly ensure that all forms are fully and accurately completed to ensure that the information which you provide meets the legislative and administrative requirements.

Data uploaded by you, the Filer, will be reviewed for compliance with statutory requirements. If all statutory requirements are met for the entity type in question, the document will be accepted and filed. It is therefore very important to make sure all data entered is correct before submitting the data for filing. Once a document is filed, it cannot be changed or altered by our Office or by the Filer.

## Computer Requirements

In order to utilize the E-Registry you will need an internet connected PC or Mac with a W3C compliant internet browser e.g Microsoft Internet Browser v6 or later, Firefox v3, Safari v4 or later, Chrome Version 7 or later version and Adobe Reader to allow for viewing of documents.

## Availability of the E-Registry

The online service is available to users 24 hours a day, 7 days a week. The service will, however, be unavailable in cases of scheduled essential maintenance. Further, the service may also be unavailable from time to time where there is a system failure and due notice will be given where possible.

All documents received will be subject to examination and review. Processing of documents will be undertaken at the Corporate Affairs and Intellectual Property Office during working hours of 8:15 am to 4:30 pm, Monday to Friday Eastern Standard Time.

## Approved Forms

Only approved forms which are in conformity with the format prescribed by the relevant legislation should be used for filing in the E-Registry and you may download these forms from our website using the link provided. All submitted documents must be in Adobe PDF format and are subject to the final approval of the Registrar.

## Method of Payment

At this time, access and use of the E-Registry is limited to persons who have registered with the Office and have pre-established Payment on Account at the Office.

Payments to your account may be made to the cashier in cash or by use of a Debit/Credit Card quoting your Registered Agent number.

Once a payment has been authorised under a Debit/Credit Card transaction no stop payment can be made or refund issued by the Department.

As soon as you have completed all of the required forms and processes relevant to your application, you will then be given the option to pay. Payment on Account deduction will only be made after final review, approval and filing of submitted document.

## Confirmation

Once you have completed your transaction(s) you will receive confirmation of the same via your Registered Agent access. You may print and retain this page for your records as proof that your application was successfully submitted.

## Processing of Documents

The Filer of a document submitted for filing can monitor the status of the document online. Evidence of filing, electronic receipts, and all documents returned for corrections will be available on the "Status of Requests" page. If the document is not approved, the deficiency(ies) will be posted on the "Status of Requests" page detailing the nature of the deficiency(ies). The Filer should then enter the correct data and resubmit the document to the Department. There will be no additional cost for so doing.

Documents will be filed in the order in which they are received. Given the nature of the E-Registry configuration, documents cannot be "pulled out" of the processing queue. All documents submitted will be examined by the relevant Officers of the Department and the effective date of Incorporation or Registration of any entity shall be the date appearing on the Certificate as issued by the Registrar.

If you wish to upload excessively large files it is recommended that you should contact the office at [eregistry@caipo.gov.bb](mailto:eregistry@caipo.gov.bb).

In the event that you experience any technical difficulties that prevent the timely transmission of an electronic document, you may send the document in PDF format via email to [eregistry@caipo.gov.bb](mailto:eregistry@caipo.gov.bb). Kindly be aware however that this will affect the processing time of the document(s).

## Processing Time

This Department will contact you within twenty-four (24) hours of the receipt of your application. Your application will be processed within 24 hours of receipt.

## Disclaimer

The information or material which is provided on this website is provided on an "As Is" basis. This Department expressly disclaims all warranties, express or implied, including, but not limited to implied warranties of merchantability, fitness for a particular purpose and non-infringement, to the extent that it is legally permissible. This Department disclaims all responsibility for any loss, injury, liability or damage of any kind including but not limited to monetary loss, business hindrance, software problems or data loss etc, resulting from and arising out of, or in any way directly or indirectly related to:

- a) any errors in or omissions from the website and its content, including but not limited to technical inaccuracies and typographical errors;
- b) any third party websites or content therein directly or indirectly accessed through links in this Site, including but not limited to any errors or omissions therefrom;
- c) the unavailability of this site or any portion thereof for any reason or interruption in any way of service, misuse of the E-Registry in part or in whole or misuse of any and all "Log-in Information" or loss of data regardless of whether such liability is based on a breach of contract or tort (including negligence), strict liability, breach of warranties, failure of essential purpose or otherwise even if the E-Registry has been advised of such damages;
- d) the Filer's use of any equipment or software in connection with this site;
- e) the Filer's use of this site;
- f) any errors or omissions relating to the processing of the information submitted by the Filer; and,
- g) any delay in the Department communicating with the Filer at any stage of the processing of the information submitted by the Filer.

## Limitation of Liability

Use of this site, by implication, means that you have read the Terms and Conditions and the Disclaimers set out in this Agreement as they relate to the use of this site and have agreed to abide by the same.

This Department makes reasonable effort to ensure that the information provided on the website is accurate. However, we do not guarantee or warrant its accuracy, adequacy, correctness, validity, completeness or suitability for any purpose.

This Department does not represent that the information downloaded from this website is completely error-free and accurate or that the servers that make this site available, are free of viruses or harmful components.

This Department does not guarantee the reliability of the online network through which information, messages or instructions are transmitted to and from the Registry. Neither the Registrar, the Registry, the Government of Barbados through the Corporate Affairs and Intellectual Property Office nor their officers or employees shall be responsible for any delays or failure 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 liable for any losses, fees, costs, expenses, damages and liabilities suffered or incurred as a result thereof.

Notwithstanding that due care has been taken to make the database reliable and error-free, this Department claims exemption from any liability arising out of any such error(s) in the database or its management system.

### Indemnity

You agree to indemnify and hold the Government of Barbados through the Corporate Affairs and Intellectual Property Office their officers and employees (the "Indemnified Parties") harmless for any costs (including settlement and legal fees) damages, expenses, losses and liability that they may incur as a result of any claim, suit, action or other proceedings brought against an Indemnified Party, that is based on or arises from (i) your intentional misuse of information and documents in the E-Registry and of ways to access such, or from (ii) your negligent acts, errors or omissions that enable a third party to misuse or to continue to misuse information and documents in the E-Registry and ways to access such information and documents.

### Privacy Policy

I wish to assure you that security of data is of primary concern to this Office and every effort, inclusive of the encryption of data, has been made in this regard. We will continuously monitor our systems to ensure that sound management and security procedures are in place to safeguard our valuable data.

## Force Majeure

We shall not be liable to you in the event that this Agreement cannot be performed or its obligations fulfilled for any reason beyond our reasonable control. This shall mean force majeure and shall include, but not be limited to, war, hostilities, strikes, Acts of God, breakdown of equipment, fire, flood, earthquake, storm or other natural disaster, invasion, act of foreign enemies, (whether war be declared or not), civil war, rebellion, labour dispute, strike, lockout, boycott, interruption or failure of electricity, gas, water or telephone service; failure of the supply of any equipment, machinery or material required by us.

## Copyright

All material available on this website is protected by copyright law denoted as copyright © Corporate Affairs and Intellectual Property Office 2015. All Rights Reserved.

Distribution of any of the material from the website, for any purpose is prohibited. The ownership of the Intellectual Property is vested in the Government of Barbados, its affiliates or third party licensors and or contractors. Therefore, you are expressly prohibited from modifying, copying, reproducing, republishing, uploading, posting, transmitting or distributing any of the material on this site including text, graphics, code and or software.

Furthermore, you should not use any part of the material, including graphics or logos appearing on this website for the purpose of copying, photocopying, reproducing, translating or reducing to any electronic medium or machine readable form, either in whole or in part, without prior written consent of this Department. Moreover, any other reproduction in any form without the permission of this Department is prohibited.

## Website Limited Licence

As a user of this service you are granted a non-exclusive, non-transferable, revocable, limited licence to access and use this website and content in accordance with these Terms of Use and the Provider may terminate this licence at any time for any reason.

The content on this site is not intended to, and does not constitute legal advice. There is no Attorney-Client relationship formed, neither is any information submitted to this website treated as confidential.

## Limitation

This site does not recognise foreign characters or letters with accents, for example, é and ã. Data entry with such characters or letters will result in blank fields on the confirmation copy.

## E-Services Help Desk

Our courteous and knowledgeable staff will be pleased to respond to your queries and you may contact us at the following telephone numbers and email:

1-246-625-2400

1-246-625-2441

1-246-625-2442

Email: [onlinesupport@caipo.gov.bb](mailto:onlinesupport@caipo.gov.bb)

Personnel at the E-Services Help Desk will not be accessible outside of regular business hours, weekends or public holidays. If your query is about a screen, please have the screen title or heading handy. If your query relates to an error message, please have the message and any error number handy for reference.

## Internet Security

The security of information transmitted via the Internet is of prime importance to this Department. State-of-the-art encryption technology and security procedures protect your private information at all times.

## Survival

The limitation on liability and indemnity sections of this Agreement shall survive termination of this Agreement.

## Severability

If a court of competent jurisdiction concludes that any provision of this Agreement is illegal, invalid or unenforceable, then it shall be severed from this Agreement and the remaining provisions shall remain in force and effect.

### Governing Law and Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of Barbados and the Courts of Barbados shall have exclusive jurisdiction to hear any matter that arises under this Agreement.

We thank you for using our Online Filing Services.

**Department of Corporate Affairs  
and Intellectual Property**

**September 2015**