



The Barbados Light and Power - My Account Website Terms of Use

1. INTRODUCTION

- 1.1. The Barbados Light & Power Company Limited (hereinafter called “BLPC”) is committed to ensuring the security and confidentiality of your personal data. BLPC has therefore adopted this policy to comply with its obligations under the laws in our jurisdiction. This policy briefly describes how we collect, hold, use and whenever necessary, disclose your personal data. BLPC reserves the right to update this privacy policy from time to time, and will post the revised privacy policy on our website.
- 1.2. This privacy policy contains important information for you. It explains:
 - 1.2.1 who we are;
 - 1.2.2 what personal information we collect about you;
 - 1.2.3 how, when and why we collect, store, use and share your personal data;
 - 1.2.4 how we keep your personal data secure;
 - 1.2.5 how long we keep your personal data;
 - 1.2.6 your rights in relation to your personal data; and
 - 1.2.7 how to contact us, or the relevant supervisory authorities, should you have a complaint.
- 1.3. In order that we can provide billing and customer services to you we need to collect, use, and process or deal with, certain personal information about you. When we do so we are subject to the provisions of the Data Protection Act, 2019 of the laws of Barbados (the “DPA”). We are responsible as what is described in the DPA as a ‘controller’ of that personal information for the purposes of the DPA.
- 1.4. If you have any questions about the use to which we put your data, please email us at customerservice@blpc.com.bb, or write to us The Barbados Light & Power Co. Ltd, Garrison Hill, St Michael.



- 1.5. This privacy policy applies in all circumstances where we are acting as a data controller in relation to the personal data of our customers. That is to say, it applies where we have a supervisory role in relation to how personal data is collected, stored, used and shared.
- 1.6. We are committed to preserving the privacy of your data so that we can:
- 1.6.1 deliver services of a high quality to customers;
 - 1.6.2 at all times comply with the law and the various regulations that we are subject to;
 - 1.6.3 meet the expectations of customers, employees and third parties; and protect our reputation.
- 1.7. In this privacy policy, please note the use of the following terms:

Personal data

has the meaning given to it by the DPA and means any information relating to an identified or identifiable individual (known as a 'data subject');

Processing

means any operation or actions performed on personal data; for example obtaining, recording, organisation, structuring, storing, altering, deleting or otherwise using personal data;

We, us and our

BLPC;

You and your

refers to the person whose data is processed.

2. YOUR PERSONAL DATA

- 2.1. We may collect, store, use and share personal data relating to you in the course of providing billing and customer service. The data we will need to collect from you in order for us to be able to provide you with our services may include the following:

- 2.1.1 Your name and contact details including address, telephone number, mobile telephone number and email address.



- 2.1.2 Your national identification/business registration number and account number.
 - 2.1.3 Information required by us in order to carry out a financial or credit check.
 - 2.1.4 Financial details relating to you, including details of your bank account if money is, or is likely to need to be, sent to you, billing information and credit card details if applicable.
- 2.2. Note that failure to provide the personal data requested may prevent us from acting for you or delay the provision of services.
- 2.3. BLPC will collect personal data from you through telephone contact by personnel in its Customer Care Department; its representatives, servants and/or agents in its branch offices; and every time you email/provide your details through BLPC's online platforms.
- 2.4. Please note that it is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us. You may use your username and password to correct or amend your personal data at any time.

3. **THE PURPOSES FOR WHICH YOUR INFORMATION IS USED**

- 3.1 The DPA requires that we only use your personal data for the purposes for which it was acquired, or where we have a proper reason for using it. Those reasons may include the following:
- 3.1.1 Where you have given consent to the use of your personal data for one or more specific purposes.
 - 3.1.2 Where the use is necessary for the performance of a contract to which you are party, or in order to take steps at your request prior to entering into a contract.
 - 3.1.3 Where the use is necessary for compliance with a legal obligation that we are subject to.



- 3.1.4 Where the use is necessary in order to protect your vital interests or those of another person.
 - 3.1.5 Where the use is necessary for the performance of a task carried out in the public interest, or in the exercise of official authority vested in us.
 - 3.1.6 Where the use is necessary for the purposes of our legitimate interests or those of a third party, except where those interests are overridden by your interests or fundamental rights and freedoms which require protection of personal data, in particular where you or the relevant person is a child.
- 3.2 The reasons set out above represent the general position as to the purposes for which data may be used. The specific position in relation to your personal data, however, is that we may use it for the following purposes:
 - 3.2.1. To provide our billing and customer service to you.
 - 3.2.2. To prevent or detect fraud, either against you or against any other person involved in any matter in which you are involved. This will help to prevent any damage either to you, a third party, or to us.
 - 3.2.3. For maintaining and updating records to ensure accuracy of processing.
 - 3.2.4. To comply with legal and regulatory obligations to make information returns to regulators and legally-constituted bodies.
 - 3.2.5. For credit control and credit reference checks in relation to the services we perform.
 - 3.2.6. For marketing our services to existing and former customers.
- 3.1. 3.3 The purposes set out above will not apply to what is termed 'special category personal information'. This includes personal information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic and biometric data capable of identifying you, and data concerning health, sex life or sexual orientation. We will only ever process information of that nature with your explicit consent. BLPC does not collect personally identifiable data about you unless you provide same to the BLPC voluntarily and knowingly. This may be done through:



- 4.1.1 Voluntary provision of personal data by you directly to BLPC or through our Customer Care Department; Express consent or acknowledgement contained within a written, verbal or electronic application process;
- 4.1.2 Consent solicited by BLPC (or our agent) for a specified purpose; or
- 4.1.3 Receipt of this privacy policy.

4. USE OF THE WEBSITE

- 4.1. When you visit the BLPC website, move from page to page, read pages, or download its content onto your computer, the following information may be recorded:
 - 5.1.1 The pages visited; and/or
 - 5.1.2 The content viewed and/or downloaded.
- 4.2. BLPC uses this information to find out how many people visit their web site and which sections of the website are visited most frequently.
- 4.3. BLPC may use this information to determine what type of information is most useful, improve their website, address your specific needs, provide better customer service and for general marketing purposes.

5. THE BARBADOS LIGHT & POWER COMPANY LIMITED - WEBSITE PRIVACY POLICY/ DISCLAIMER

- 5.1. BLPC records the statistical information on the number of visitors to this web site, but no information about individuals in particular is kept or used.
- 5.2. Certain BLPC employees will be provided with information about a web site visitor in order to serve that visitor's needs and provide the visitor with information regarding specific products, for example provision of bills electronically.
- 5.3. BLPC's employees are mandated to adhere to strict standards of care in handling confidential information, including the personal data of its customers.



6. DIRECT MARKETING

6.1. The BLPC does not use your personal data for direct marketing.

7. USE OF "COOKIES"

7.1. BLPC may use "cookies" on its website. A "cookie" is information that a website puts on your hard drive so that it can remember pieces of information about you when you next visit the website or a related website.

7.2. BLPC may use cookies to record personal data about you when you use its website in order to facilitate your future activities. Unless directed otherwise, BLPC will not use personal data sent in a cookie for marketing purposes and will not share this personal data with third parties. If you prefer not to receive cookies from BLPC' website, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence.

7.3. You can also refuse cookies by turning them off in your browser. Please note that these actions may interfere with the functionality of our website and the quality of your web browsing experience.

8. SECURITY OF YOUR PERSONAL DATA

8.1. BLPC has in place appropriate technical and organizational security measures, according to technological industry standards, in order to prevent unauthorized or unlawful disclosure or access to or, accidental or unlawful loss of or destruction, or alteration or unauthorised disclosure of or access to, or other damage to your personal data. These measures ensure an appropriate level of security in relation to the risks inherent in the processing and the nature of the personal data to be protected.

8.2. Personal data that is processed by us will not be retained for any longer than is necessary for that processing, or for purposes relating to or arising from that processing.

8.3. Please be aware that communication sent over the internet, such as email/webmail, are not secure unless they have been encrypted. Your communication may route through a



number of countries before being delivered as this is the nature of the World Wide Web. BLPC cannot accept liability that communication may be obtained by an unauthorized person.

- 8.4. The padlock at the start of the web address (URL) in the web address bar indicates that a user is on a secured site. Additionally, the web page address displayed will begin with “https”; not “http”. In some areas of our website, we require a user ID and password for you to access certain information. BLPC will not disclose such password to third parties; however, you are responsible for maintaining the privacy and security of your password.

9. YOUR RIGHTS IN RELATION TO YOUR DATA

- 9.1. The DPA gives you, the data subject, various rights in relation to your personal data that we hold and process. These rights are exercisable without charge, and we are subject to specific time limits in terms of how quickly we must respond to you. Those rights are, in the main, set out in Part III of the DPA. They are as follows:

- 10.1.1 **Right of access**— the right to obtain, from us, confirmation as to whether or not personal data concerning you is being processed and, where that is the case, access to that personal data and various other information, including the purpose for the processing, with whom the data is shared, how long the data will be retained, and the existence of various other rights (see below).

- 10.1.2 **Right to rectification**— the right, without undue delay, to have inaccurate personal data concerning you put right.

- 10.1.3 **Right to erasure**— sometimes referred to as the ‘right to be forgotten’, this is the right for you to request that, in certain circumstances, we delete data relating to you.

- 10.1.4 **Right to restrict processing**— the right to request that, in certain circumstances, we restrict the processing of your data.

- 10.1.5 **Right to data portability**— the right, in certain circumstances, to receive the personal data which you have provided to us in a structured, commonly used and



machine-readable format, and the right to have that personal data transmitted to another controller.

10.1.6 Right to prevent processing for purposes of direct marketing — the right, in certain circumstances, to object to personal data being processed by us where it is in relation to direct marketing, or in relation to processing supported by the argument of legitimate interest.

10.1.7 Right not to be subject to automated decision making— a right not to be subject to a decision based solely on automated processing, including profiling, which produces legal effects concerning you or similarly significantly affects you.

9.2. Full details of these rights can be found in the DPA or by reference to guidance produced by the office of the Data Protection Commissioner.

9.3. In the event that you wish to exercise any of these rights you may do so by:

10.3.1 Contacting us using any medium you wish, including in writing, by telephone, by text, electronically, or using such social media as we employ for communication purposes.

10.3.2 By completing a form which we can supply to you for this purpose.

10.3.3 Through a third-party whom you have authorised for this purpose.

10. COMPLAINTS ABOUT BLPC'S USE OF YOUR PERSONAL DATA

10.1. Should you make a complaint to our Customer Care Department and your complaint is not resolved to your satisfaction, your complaint will be passed to the office of our Legal Counsel to be resolved. If your complaint is still unable to be amicably resolved, it will be escalated. Any finding of misuse of your personal data by the BLPC shall be remedied as soon as reasonably possible.

10.2. Should you require further information on our privacy policies or your personal information, feel free to contact the BLPC Customer Care Department by emailing us at customerservice@blpc.com.bb.



11. DISCLAIMER

11.1. While BLPC uses reasonable efforts to include accurate and up-to-date information in the web site, BLPC makes no warranties or representations as to accuracy of the material. The Barbados Light & Power Company Limited assumes no liability or responsibility for any errors or omissions in the content of the web site.

11.2. Changes may be periodically made to the information at any time without notice. Everything on the web site is provided "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. IN NO EVENT SHALL BLPC BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA WHETHER BROUGHT IN CONTRACT OR TORT, ARISING OUT OF OR CONNECTED WITH ANY BLPC WEB SITE OR THE USE, RELIANCE UPON OR PERFORMANCE OF ANY INFORMATION CONTAINED IN OR ACCESSED FROM ANY BLPC WEB SITE.

12. ACCESS SERVICES LIABILITY DISCLAIMER

12.1. YOU AS A USER OF THIS SYSTEM ASSUME ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS SERVER AND THE INTERNET GENERALLY. BLPC DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE INFORMATION ACCESSED FROM, OR VIA, THIS SERVER OR THE INTERNET, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BLPC DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THIS SERVER OR OTHER INFORMATION ACCESSIBLE FROM THE SERVER. IN NO



EVENT SHALL BLPC BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, REVENUE OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE INFORMATION.

13. ACCEPTANCE

- 13.1. The use of this website indicates that you accept, without limitation or qualification, this privacy policy and agree to be bound by all terms and conditions contained and/or referenced herein. We recommend to download and/or print out the privacy policy and read the provisions carefully before using this website. You are not authorized to use this website without acceptance of these terms and conditions. Further, these terms do not alter in any way the terms or conditions of any other agreement you may have with BLPC.