

DRAFT DOCUMENT PENDING LS COMMENTS

Terms of Use

Welcome to the Lesotho Registry of Interest in Movable Assets Online Registry ("**LERIMA**"). By using LERIMA, you are agreeing to comply with and be bound by the following Terms of Use. The following terms and conditions shall apply to any user of LERIMA. Please review the following terms carefully.

Use of LERIMA

Users

1. Subject to these Terms of Use, any person or organization may use LERIMA provided that:
 - i. every User will be required to create an Account or be added to an Account prior to accessing LERIMA; and
 - ii. where you use LERIMA in any way that suggests your use is as a representative of an organization, you represent and warrant to us that such use is duly authorized by that organization.
2. You must ensure that all information and material of any kind you provide to us or which is uploaded to LERIMA:
 - i. is true, complete and fully correct;
 - ii. is not in any way misleading or deceptive;
 - iii. is updated as necessary to ensure that at all times it remains true, complete, fully correct and not in any way misleading or deceptive; and
 - iv. is duly authorised to be provided to us and to be used by us and, as relevant, for it to be included in LERIMA and made available as LERIMA Information subject to the Lesotho SIMP Law.
3. You must strictly comply with all laws relevant to your access and use of LERIMA and LERIMA Information.
4. You must promptly provide us with any information we request in respect to your access to or use of LERIMA or LERIMA Information.
5. You must strictly comply with all instructions and guidance we advise to you in respect to LERIMA, LERIMA Information or any related matter.
6. You acknowledge that you obtain no rights in, or in respect to, LERIMA Information or LERIMA other than such express rights to access and use LERIMA and LERIMA Information as may be created by reason of these Terms of Use or the application of the Law.

7. Except as may be specifically authorized by the Law or approved by us in writing, you must:
 - i. only access and use LERIMA and LERIMA Information exclusively for your own purposes (or if your use is in the capacity of a representative of an organization, exclusively for the purposes of that organization);
 - ii. not collect, store or use LERIMA Information for any purpose associated with the provision, or potential provision of, an information service to any person; and
 - iii. not use (or condone or be involved with the use of) LERIMA for an Unauthorized Purpose.
8. You must provide everything that you need to access and use LERIMA and ensure that it is properly configured and meets all relevant requirements.

Accounts

The following terms and conditions shall apply to each Account and User:

1. You must ensure that all Authorized Users are aware of and comply with these terms and conditions.
2. You must not allow any other person to access or use your Account (other than your Authorized Users, if any).
3. You are responsible for all use of your Account.
4. You must promptly update your Account details and all other information when any information provided by you relevant to your Account or usage of your Account is no longer accurate or up to date in any way (for example updating contact details when they change or deleting details of any Authorized User you have created in respect to your Account as soon as they are no longer authorized to use your Account).
5. We may suspend your Account, or any or all Authorized Users, at any time with or without notice for any reason we think fit.
6. We may terminate your Account at any time with or without notice where:
 - i. we know or reasonably suspect that you have breached any of these Terms of Use; or
 - ii. you have not fully and properly identified yourself or any relevant User to us; or
 - iii. you have provided us with false, untrue, or misleading information; or
 - iv. we consider that your Account has become inactive.
7. You indemnify us against any loss, damage, cost, expense, claim, proceeding or liability of any kind that we (or our personnel) may incur, that arises out of or in connection with, your use (including unauthorized use except to the

extent that such use could not have reasonably been prevented by you) of or access to your Account, or the lawful exercise of our rights pursuant to these Terms of Use.

Security

8. You must comply with all security procedures and take all reasonable action to protect and maintain the security of your access to and use of LERIMA, including, without limitation, in respect to the choice of passwords, changing passwords and maintaining the security of all usernames, passwords, tokens, access codes, encryption keys and other information relating to access, authentication or security relating to LERIMA.
9. You must take all reasonable action to prevent and detect unauthorized use of LERIMA.
10. You must take all reasonable action to ensure that your access to and use of LERIMA (without limitation including any information or material you submit to us) will not disrupt or adversely affect LERIMA or our operations.
11. You must immediately notify us if you know or suspect that access or authentication security information has been compromised or any other kind of unauthorized use or security breach has occurred, or if you detect a fault, error or problem in LERIMA or LERIMA Information.
12. We are concerned about privacy and strive to collect only as much data as is required by law and to make your experience on LERIMA as efficient as possible. LERIMA has security measures in place to help protect against the loss, misuse and alteration of the data under our control. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and after we receive it. We encrypt certain sensitive data using Secure Sockets Layer (SSL) technology to ensure that your personally identifiable information is safe as it is transmitted. A Payment Card Industry (PCI) compliant hosted payment gateway is utilized for credit/debit card payments. No credit card information is ever transmitted to our servers or saved in LERIMA database. While no methods are completely secure and we cannot guarantee absolute security, we strive to use commercially accepted methods to protect your personal information.

Information

13. LERIMA acts as a public notice board where information on companies or entities registered under the Myanmar Companies Law 2017 are available for searching. The role of LERIMA and the Registrar is to provide a platform to facilitate such public notice board. Accordingly, you acknowledge:
 - i. each Registered User is solely responsible and liable for all LERIMA Information uploaded to LERIMA by that Registered User. We are not

responsible for authenticating, checking or verifying the accuracy, completeness or correctness of such LERIMA Information; and

- ii. where you as a User search LERIMA, LERIMA Information obtained will reflect the records of LERIMA (as uploaded by Registered Users) at the time of the search.

Updates and changes to LERIMA

14. By using LERIMA you agree to be bound by and comply with these Terms of Use and all other policies, procedures and requirements of LERIMA and Registrar, as may be amended, supplemented or replaced from time to time.
15. Where LERIMA features, functionality and other characteristics is upgraded or changed, we will endeavor to provide reasonable notice of any changes that we consider are not routine and should be advised to Users.
16. In addition, these Terms of Use together with the policies and procedures of LERIMA may be changed or supplemented from time to time by notice from the Registrar.
17. All updates, upgrades and changes will be notified to you through LERIMA website (LERIMA.dica.gov.mm). It is your responsibility to check and monitor LERIMA website for any such notification. By using LERIMA after the date of any change you will be deemed to have agreed to and accepted such changes, without the need for anything further from you. If you do not agree to any changes you should not use LERIMA after the date the changes are notified to you.

Suspension and Termination

18. We may refuse access to LERIMA, or suspend its operation in whole or in part either for you as an organization or as an Individual User, or generally, at any time in accordance with the Law.

Delivery Policy

19. For all fee-based transactions, the service is processed and delivered electronically to your browser immediately at the time the service is requested. If you wish to have a hard copy of the filed document (or certified search result) simply click on the "print" button on the payment page. You may also retrieve the filed document at any time from the "Search Transaction" list in which the system stores all fee-based transactions for your future convenience.

20. All communications and notifications from us will be delivered to you either through LERIMA website or by email. No other form, mode or channel of communication or notification will be provided or is required by us. By agreeing to these Terms of Use and using LERIMA you agree to such form of communication and notification, and waive any right to require or demand notification through any other mode or channel.

Privacy Statement

Purpose

21. The purpose of this privacy statement is to let Users know when we collect personal information and what we do with it. We do not use, share or disclose personal information collected or received through LERIMA except as set out in this statement.

Collection, storage and use

22. You can search LERIMA without disclosing any personal information except name, email address, and phone number.

Voluntary disclosure of personal information

23. You may choose to voluntarily provide personal information through LERIMA (e.g. in comments, questions or feedback). This information will be viewable by site administrators, LERIMA staff (as appropriate) and sometimes third-party contractors who administrate or work on LERIMA.

Collection of Personal Information

24. We may ask or require you (including where required by the Law) to provide some personal information when you complete an online form (e.g. by submitting information to the Registrar through an online service). If you choose not to provide information where it is required, you may not be entitled to the service or benefit offered or could be in breach of statutory obligations.

Holding of information

25. When you provide personal information, it will be administered by us. It may be stored or accessed on our behalf by authorized third parties (such as third-party contractors located on-shore or off-shore) to the extent that is necessary, for example for them to administrate or work on LERIMA, and it may be displayed to the public in accordance with law and regulations.

Disclosure of information

26. We will generally not share personal information that is provided or collected through LERIMA, unless it is necessary to do so for the purpose for which you gave us the information or where you consent. We will not otherwise disclose

personal information provided or collected through LERIMA unless required or otherwise permitted by law.

Use of information

27. We will generally only use personal information provided to us through LERIMA for the purpose you provided it (e.g. to effectuate a filing, to administer, evaluate and improve the site, to improve our services and to action or respond to the information provided). We may also use personal information provided to us through LERIMA for other reasons permitted under law or where the law requires it.

Public records

28. Where any information provided (which may include personal information) to or through this site constitute public records, it will be retained to the extent required by law.

Collection of Information

29. When you become a User of LERIMA, personal information will be collected from you. This information is collected for three purposes:
- for the management of your Account;
 - to confirm your identity; and
 - for determining the usage of LERIMA.
30. If you do not provide the information requested when you attempt to register, you cannot become a User of LERIMA.

Statistical information

31. We may collect statistical information about your visit to help us improve this site. This information is aggregated and non-personally identifying. It includes:
- your IP address;
 - the search terms you used;
 - the pages you accessed on our Site and the links you clicked on;
 - the date and time you visited the site;
 - the referring site (if any) through which you clicked through to this Site;
 - the device you used to access the site;
 - your operating system (e.g. Windows XP, Mac OSX);
 - the type of web browser you use (e.g. Internet Explorer, Mozilla Firefox); and
 - their incidental matters such as screen resolution, the release of your installed Flash version and the language setting of your browser.

32. The statistical information referred to above will be viewable by site administrators and certain staff of ours. It may also be shared with other government agencies.

Cookies

33. Browser or 'web' cookies are small text files that are sent by a website and stored on your computer's hard drive. Cookies are generally used to improve your experience of a website (e.g. by remembering preferences you have set) and to track site usage. We do not use cookies on LERIMA to gather any personally identifiable information.

Disclaimer

34. LERIMA has been implemented in a technical environment that is designed to provide high availability and be fault tolerant. However, as with any technology based facility, the speed, and characteristics of LERIMA will vary at different times and under different circumstances and LERIMA may not always work as described, and may be subject to faults, interruption or breakdown or be fully or partially unavailable. In addition, the accuracy of LERIMA Information is dependent on its source.
35. You expressly agree that use of LERIMA is at your sole risk. Neither us, our affiliates nor any of our respective employees, agents or third parties content providers warrant that LERIMA will be uninterrupted; nor do they make any warranty as to LERIMA Information or any results that may be obtained from use of LERIMA, or as to the timeliness, sequence, accuracy, reliability or completeness on content of any information or service provided. Additionally, there are no warranties as to the results obtained from the use of LERIMA Information.
36. You agree that we do not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, timeliness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of LERIMA Information, LERIMA, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.
37. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to alteration of, or use of record, whether for breach of contract, negligence or under any other cause of action. You specifically acknowledge that we are not liable for the defamatory, offensive or illegal conduct to you or third parties and that the risk of injury from the foregoing rests entirely with you.

Definitions

In these Terms of Use, unless the context implies a contrary intention, the following terms have the meaning set out below:

Account means the account on LERIMA which is used to manage and control access to and use of LERIMA by a User.

Authorised User means each person who has access to an Account or is otherwise authorized to use an Account.

LERIMA means the Lesotho Registry of Interest in Movable Assets electronic registry established under the Security Interest in Movable Property Act 2020 and associated data, information, material, applications, systems, functionality, infrastructure, websites (including any relevant Third Party Facility) or other things designated by us to form part of the 'LERIMA'.

LERIMA Information means all data, information and material of any kind (including data, information and material provided by a third party) contained in or made available via LERIMA.

Law means the Security Interest in Movable Property Act 2020, all rules, regulations, notifications, procedures, and policies issued therein.

Registrar means Central Bank of Lesotho (CBL) in its capacity as the registrar of companies under the Law.

Third Party Facility means any system, service, function, facility, data, information or material provided by or sourced by us from a third party.

Unauthorized Purpose includes any use that breaches or is inconsistent with the Law or that the Registrar otherwise determines is unauthorized.

User means any person or organization that accesses or uses LERIMA.

we and **us** means the Registrar.

you means the relevant person using LERIMA and where your use is in a capacity as a representative of an organization, means both you and that organization.