

Terms of Use

1. Application

- (1) This Terms of Use sets forth the terms and conditions to provide and use "Myanmar Law Database(MLDB)" (the "Service") and the rights and obligations between SAGA ASIA Consulting Co., Ltd. ("SAGA") and a user as defined in article 4 (the "User").
- (2) The User shall read and agree to this Terms of Use in using the Service.

2. Scope and Limitation

- (1) This Terms of Use includes "How to use MLDB service", "Hardware requirements" and "Points of attention" contained in the MLDB Website.

3. Change of This Terms of Use

- (1) SAGA may change this Terms of Use (including addition of terms and conditions) at any time without approval of the User when SAGA deems it necessary.
- (2) In case of change stated in the preceding paragraph, SAGA posts such change or changed Terms of Use on the MLDB website and the new Terms of Use become immediately effective. Thereafter the new Terms of Use shall be effective between SAGA and the User.

4. Definition of User

- (1) The User is any individual or corporation/organization which applies the subscription and is registered by SAGA through designated procedure. If the individuals apply and use the Service as their duties, the company that such individuals work for shall be considered as the User.
- (2) The User is eligible to login to the Service with the ID and Password (a number, code or other sequence) registered by SAGA.
- (3) It shall be deemed that the User agrees to this Terms of Use by application of subscribe the Service.

5. Use Restriction

- (1) More than one User is unable to access the Service simultaneously with one password.

6. Self-Responsibility

- (1) The User shall be responsible for any liabilities arising from access to the Service under the article 4 (2).
- (2) The User shall manage and use his/her ID and password for the Service on his/her own responsibility. The User shall be responsible for any result arising from use by any third party. And the User agrees that if the User forgets

his/her ID or is aware of the fact that his/her ID and password have been stolen illegally or used by any third party, the User shall notify SAGA to that effect promptly and follow SAGA's instruction, if any. SAGA has no responsibility for any loss or detriment incurred by the User in such a case.

- (3) SAGA has no responsibility for any loss or detriment incurred by the User according to use of the Service.
- (4) If the User gives damages to a third party in using the Service, the User shall be responsible to resolve such damages at the User's own expense and shall not give any damages to SAGA.
- (5) In case the User violates and gives damage to SAGA, the User shall compensate SAGA for such damage.

7. Accessibility

- (1) In order to use the Service, the User shall maintain adequate communications and computer equipment ("equipment") and obtain access to the World Wide Web directly or through devices that access web-based content at the User's own expense.
- (2) The User may use the Service under the operating environment SAGA recommended. Out of such environment, the User may not access a part or whole of the Service.
- (3) The User shall have responsibility of downloading including plug-in software, at the User's own expense, SAGA will not assume any responsibility.
- (4) Even in the use under the operating environment SAGA recommended, if the User is unable to use the Service properly due to software or application installed by the User, SAGA does not undertake any responsibility.

8. Cancellation of ID

- (1) If SAGA finds that any of the following events arises or is threatened to arise through the process prescribed in (1) of the article 4, SAGA may reject to grant ID.
 - (i) if the Applicant is not existing.
 - (ii) if the Applicant has been or had been subject to a disposition under the article 23.
 - (iii) if the Applicant provides SAGA with false or wrong information or fails to provide required information for application.;
 - (iv) if it is reasonably regarded that the Applicant does not have a capacity to pay the Service fee;
 - (v) if the Applicant fails or failed to pay the Service fee;

- (vi) if the Applicant is a minor, a person under curatorship or guardianship of an adult, and has not received consent from their legal representative or curator at the time of applying.
 - (viii) if SAGA deems the Applicant inappropriate as the user in light of the essence of this Terms of Use.
- (2) SAGA may cancel to provide the Service to the User even after the User was registered, if it is found that any of the events in the preceding paragraph arises.
- (3) In case of cancellation under paragraph (1) and (2), the User shall pay the monthly service fee until the end of the month which the cancellation is taken place (in case SAGA and the User agreed otherwise to the term of the contract, until the end of the term of the contract).
- (4) SAGA is not responsible for any damage caused by such cancellation in accordance with (1) or (2) of this article.

9. Change of the Registration

- (1) The User shall notify SAGA promptly of any change of registered information.
- (2) SAGA has no responsibility for any loss or detriment incurred by the User due to the absence of such notice.

10. Prohibition of Transfer ID

- (1) The User may not let any third party use, or lend, transfer his/her ID to any third party.

11. Succession of ID

- (1) In case that the User succeeds the ID according to inheritance or merger of corporation (but not limited them), the User shall notify SAGA it immediately. SAGA changes the content of registration according to such notification.
- (2) Notwithstanding the preceding paragraph, SAGA may reject to change the registered information if SAGA determines such notification is false, such succession is inappropriate or falls any of the events in article 8(1). SAGA has no responsibility for any loss or detriment incurred by the User in such case.

12. Term of Service

- (1) The term of service starts from 1st day of the month that the User is registered and ends the last day of the month unless otherwise agreed by SAGA and the User.
- (2) The term of service is automatically renewed for successive one month renewal terms unless the User provides written notice of non-renewal to SAGA. The User may not cancel the contract before its termination.

- (3) In case the User wishes to cancel the contract, the User shall provide written notice of cancellation to SAGA at least 1 month prior and agree with below,
- (i) The monthly User may terminate the contract on the day the written notice was reached to SAGA, however, the User shall pay the service fee of the current month in full.
 - (ii) In case SAGA and the User agreed to the term of service otherwise, the User may terminate on the day the written notice was reached to SAGA, however, SAGA has no obligation to refund for a cancelled service.

13. Management of ID

- (1) In case of termination of the Service for any reason, SAGA may delete his/her ID and any other information about the User registered on the Service system.

14. Service Fee

- (1) The Service fee, the calculation and manner of payment are determined by SAGA separately. SAGA may revise them at any time.
- (2) Taxes are calculated in accordance with the relating applicable laws.

15. Payment

- (1) The User shall pay the service fee and any other debt by the manner designated by SAGA.
- (2) In case of delay in payment by the User to SAGA, the User shall pay 13.0% annum of the unpaid amount as liquidated damages.

16. Prohibited Acts

- (1) With regard to the Service, the User shall not conduct or make the third party to conduct any of the following acts:
- (i) access the Service unauthorized and illegally
 - (ii) hacking and cracking
 - (iii) downloading unauthorized and illegally
 - (iv) conduct business activities or prepare such activities using the Service or information and references ("references") gained through the Service, or use or prepare to use the Service or references for commercial purpose without SAGA's permission.

17. Copyright

- (1) Any copyrights and other intellectual property rights of any copyrighted work including data, information, sentences, images, software contained in the MLDB website are owned by SAGA and other original right holders. The User shall use data and documents contained in the Service for the private purpose or internal use only. Copying, reprinting, modification, translation and

redistribution of them contained in the Service for any purpose other than private or internal use without permission of SAGA are prohibited.

- (2) Any trademarks and logo contained in the MLDB website are owned by SAGA. The User shall not use these trademarks without permission of SAGA.
- (3) The User shall not make a third party to violate stipulations in the paragraph (1) and (2).
- (4) The User may print out the data contained in the MLDB website with his/her own device, however, any copyrights is owned by SAGA and not to be transferred.

18. Change of the Service

- (1) SAGA may supplement, revise or otherwise change the scope of service at any time without prior notice.

19. Liability for the Service

- (1) In case any errors, omissions or other defects are found in the MLDB, SAGA will correct them immediately. SAGA is not responsible for any damage caused by such defects, unless reasonable efforts to correct such defects are made by SAGA.

20. Suspension of the Service

- (1) SAGA may temporarily suspend all or part of the Service without prior notice to the User if:
 - (i) it is inevitable due to regular or urgent maintenance or inspection of facilities for the Service;
 - (ii) it becomes difficult to provide the Service due to problems of a telecommunication service, electrical power or other utility services;
 - (iii) it becomes impossible to provide the Service due to fire, electricity failure or others;
 - (iv) it becomes unable to provide the Service by request or order made by the law or authority to limit the communication, or SAGA determines it is necessary to limit due to matters beyond SAGA's reasonable control, such as an earthquake, eruption, flood, tsunami or other natural disasters, political conflict or riot are occurred or likely to be occurred; or
 - (v) SAGA determines that the suspension is operationally or technically necessary.
- (2) Even if a part or all of the Service is delayed or suspended due to any reasons not provided above, SAGA is not responsible for any damage caused by such suspension.

21. Termination of the Service

- (1) SAGA may terminate the entire service upon 1 month's prior notice
- (2) In case of termination of the Service under the paragraph (1), SAGA has no responsibility for any loss or detriment incurred by the User or a third party caused by such termination.

22. Confidentiality

- (1) SAGA will not provide or leak personal information of the User obtained through the Service to a third party. Notwithstanding the foregoing, the User shall agree that SAGA provides personal information to an associated company, sub-constructor or third party of SAGA in any of the following cases:
 - (i) As a part of the Service, SAGA provides information about MLDB, SAGA services and any other relevant information to the User.
 - (ii) When the individual is not identified by information to be provided.
 - (iii) When it is required by the Government authority to provide information in accordance with the laws and regulations.
 - (iv) When it is necessary to aggregate and analyze information about the usage of the Service to improve and develop SAGA Services.
 - (v) It is necessary to protect and defend reasonable rights and property of SAGA, the original right holders and the User.
- (2) SAGA uses the information of ID and password registered in the Service system to verify the Users' identification at the time of logging on the Service.

23. Stoppage of Using the Service

- (1) If any of the following cases is found, SAGA may disqualify, without prior notice, part or all of qualifications of the User for all time or suspend it until such event is resolved:
 - (i) the User makes a false statement to SAGA,
 - (ii) the User uses his/her ID or the Service illegally,
 - (iii) the User impedes operation of the Service,
 - (iv) the User delays or rejects the payment of the Service fee or any other payment,
 - (v) the User is filed a Petition for bankruptcy Proceedings or receives judgement to become under adult guardianship, curatorship or assistance, or similar case to above.

- (vi) the User is filed for provisional seizure, seizure or public auction, or bankruptcy, under court-guided rehabilitation or corporate reorganization or liquidation, or similar case to above.
 - (vii) the User receives a disposition of delinquency because of failing to pay the taxes and other public dues,
 - (viii) the User receives a disposition to suspend transactions with a clearinghouse,
 - (ix) the User suspends payment of the Service fee,
 - (x) the User is considered to become unable to pay the service fee due to a significant change in the assets and credit or business of the User,
 - (xi) the User violates this Terms of Use,
 - (xii) the User severely defames or damages the credibility of SAGA,
 - (xiii) the User is determined to be inappropriate as the User by SAGA.
- (2) The User shall pay the Service fee even when the Service is suspended for any of the case above.
- (3) The User shall pay the Service fee until the end of the current month (in case SAGA and the User agreed otherwise the term of the contract, until the end of the term of the contract) even if the Service is terminated for any of the case prescribed in (1).
- (4) SAGA may demand compensation for damages from the User due to any of the case in (1).

24. Disclaimer of Warranties; Limitation of Liability

- (1) SAGA has no responsibility for any damages arising out of the use or inability to use the Service unless SAGA provides the service in accordance with the Terms of Use.
- (2) Notwithstanding the preceding paragraph, if SAGA is liable to compensate to the User for damage incurred by the User, the total amount of compensation shall not exceed the amount of the Service fee that SAGA received from the User except it is due to intentionally or negligently.

25. Court of Jurisdiction

- (1) The User and SAGA agree that any dispute related to this Terms of Use is primarily under the exclusive jurisdiction of the District Court in Yangon, Myanmar.

26. Governing Law

- (1) This Terms of Use is governed by the laws of Myanmar.

This Terms of Use shall be effective from 1st April, 2016