

# Terms of Use

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## Introduction

Welcome to the **Fiji Personal Property Securities Registry (“PPSR”)**. By using the PPSR, you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully.

The following terms and conditions shall apply to any User of the PPSR.

## Use of the PPSR for Authorized Users

### Authorized Users

1. Subject to these Terms of Use, any person or organization may be an Authorized User provided that:
  - (i) every User will be required to create or to be included in an Account prior to accessing the PPSR as an Authorized User; and
  - (ii) where you use the PPSR in any way that suggests your use is in the capacity of 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 the PPSR:
  - (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 authorized to be provided to us and to be used by us and, as relevant, for it to be included in the PPSR and made available as PPSR Information, and that such provision and use will not breach any law or infringe any right of any person.
3. You must strictly comply with all laws relevant to your access and use of the PPSR and PPSR Information.
4. You must promptly provide us with any information we request in respect to your access to or use of the PPSR or PPSR Information.
5. You must strictly comply with all instructions and guidance we advise to you in respect to the PPSR, PPSR Information or any related matter.

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6. You acknowledge that you obtain no rights in, or in respect to, PPSR Information or the PPSR other than such express rights to access and use the PPSR and PPSR 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 the PPSR and PPSR 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 PPSR 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) the PPSR for an Unauthorized Purpose.
  8. You must provide everything that you need to access and use the PPSR and ensure that it is properly configured and meets all relevant requirements.
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### 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 of Use.
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 will promptly cancel your Account if you notify us to do so. We will advise you once cancellation has been effected.
6. We may suspend your Account, or any or all Authorized Users, at any time with or without notice for any reason we think fit.
7. We may terminate your Account at any time with or without notice where:
  - (i) we know or reasonably suspect that:

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- you have breached any of these Terms of Use; or
  - you have not fully and properly identified yourself or any relevant User to us; or
  - you have provided us with false, untrue, or misleading information; or
- (ii) we consider that your Account has become inactive.
8. 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.
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### Security

1. 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 the PPSR, including, without limitation, in respect to 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 the PPSR.
  2. You must take all reasonable action to prevent and detect unauthorized use of the PPSR.
  3. You must take all reasonable action to ensure that your access to and use of the PPSR (without limitation including any information or material you submit to us) will not disrupt or adversely affect the PPSR or our operations.
  4. 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 the PPSR or PPSR Information.
  5. We are concerned about privacy and strive to collect only as much data as is required by law and to make your experience on the PPSR as efficient as possible. The PPSR 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 the PPSR 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.
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### Information

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The PPSR acts as a public notice board where security created under and pursuant to the Law may be registered and available for searching. The role of the PPSR and the Registrar is to provide a platform to facilitate such public notice board. Accordingly, you acknowledge:

1. each Authorized User is solely responsible and liable for all PPSR Information uploaded to the PPSR by that Authorized User. We are not responsible for authenticating, checking or verifying the accuracy, completeness or correctness of such PPSR Information; and
  2. where you as a User search the PPSR, the PPSR Information obtained will reflect the records of the PPSR (as uploaded by Authorized Users) at the time of the search.
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### Updates and changes to the PPSR

By using the PPSR you agree to be bound by and comply with these Terms of Use and all other policies, procedures and requirements of the PPSR and Registrar, as may be amended, supplemented or replaced from time to time.

Where the PPSR 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.

In addition, these Terms of Use together with the policies and procedures of the PPSR may be changed or supplemented from time to time by notice from the Registrar.

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All updates, upgrades and changes will be notified to you through the PPSR website [ppsr.gov.fj](http://ppsr.gov.fj). It is your responsibility to check and monitor the PPSR website for any such notification. By using the PPSR 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 the PPSR after the date the changes are notified to you.

### Suspension and Termination

We may refuse access to the PPSR 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

1. 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 confirmation page. You may also retrieve the filed document (or certified search result) at any time from the "Search Transaction" list in which the system stores all fee-based transactions for your future convenience.
  2. All communications and notifications from us will be delivered to you either through the PPSR 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 the PPSR you agree
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to such form of communication and notification and waive any right to require or demand notification through any other mode or channel.

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### **Privacy Statement**

#### **Purpose**

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 the PPSR except as set out in this statement.

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#### **Collection, storage and use**

You can search the PPSR as a registered or Authorized User without disclosing any personal information except name, email address, and phone number.

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#### **Voluntary disclosure of personal information**

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

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#### **Collection of Personal Information**

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.

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#### **Holding of information**

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 the PPSR, and it may be displayed to the public in accordance with law and regulations.

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#### **Disclosure of information**

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

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We will not otherwise disclose personal information provided or collected through the PPSR unless required or otherwise permitted by law.

### **Use of information**

We will generally only use personal information provided to us through the PPSR 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 the PPSR for other reasons permitted under law or where the law requires it.

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### **Records and retention of personal information**

We will only retain personal information as long as it is required for the purposes for which the information may lawfully be used.

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### **Public records**

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.

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### **Collection of Information**

When you become an Authorized User of the PPSR, 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 the PPSR.

If you do not provide the information requested when you attempt to register, you cannot become an Authorized User of the PPSR.

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### **Your rights**

You have the right to:

- find out from us whether we hold personal information about you;
- access that information; and, if applicable
- request corrections to that information.

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If we have a good reason for refusing a request for correction, you are entitled to request that a statement be attached to the information of the correction that was sought but not made.

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### Contact us

If you want to check personal information that we hold, please contact us via any of the channels listed on [ppsr.gov.fj](http://ppsr.gov.fj) under Contact Us or for the Fiji PPSR Support Team.

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### Statistical information

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.

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.

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### Cookies

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 the PPSR to gather any personally identifiable information.

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## Disclaimer

1. The PPSR 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 the PPSR will vary at different times and under different circumstances and the PPSR 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 PPSR Information is dependent on its source.
2. You expressly agree that use of the PPSR is at your sole risk. Neither us, our affiliates nor any of our respective employees, agents or third parties content providers warrant that the PPSR will be uninterrupted; nor do they make any warranty as to the PPSR Information or any results that may be obtained from use of the PPSR, 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 the PPSR Information.
3. 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 the PPSR Information, the PPSR, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions.
4. 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.

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## 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 the PPSR which is used to manage and control access to and use of the PPSR by a User.

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

**PPSR** means the **Personal Property Securities Registry** established under the Law 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 'PPSR'.

**PPSR 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 the PPSR.



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**Law** means the Personal Property Securities Act 2017 (Act No. 45 of 2017).

**Registrar** means the Registrar of the Personal Property Securities Act 2017 to keep the registry and supervise it.

**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 the PPSR.

**We and Us** means the Registrar.

**You** mean's the relevant person using the PPSR and where your use is in a capacity as a representative of an organization, means both you and that organization.