

**TERMS AND CONDITIONS  
FOR ONEPAY SERVICES AND WALLET SERVICES  
(For Personal Users)**

**1 General**

1.1 These general terms and conditions (“**Terms**”) govern the business relationship of OnePay and the Bank with you. These Terms will apply to your use of the OnePay Services, the Wallet Services, the Application, and all Transactions made through the Application. These Terms apply in addition to and do not derogate from any other terms or conditions that expressly apply to a specific product or service accessed, supplied or provided by or via the Application or through any third party website.

1.2 The Application is provided for your use subject to these Terms. OnePay and/or the Bank reserve the right to amend, vary or change any information in the Application and these Terms and to suspend, modify and/or terminate the Application and/or any OnePay Services or Wallet Services, at any time, with or without notice to you, and without any liability whatsoever to you or any third party.

1.3 These Terms may be revised periodically. If we make material changes to these Terms, we will provide you with additional notice of such changes by updating the description of the Application in the applicable App store or by providing in-App alerts or push notification, emailing it to an email address that you have provided us, sending it as a text message to any mobile phone number that you have provided us, communicating with you through instant chat or making it available to you in your User Account and/or Wallet Account. All notices by any of these methods will be deemed received by you no later than the earlier of when received or 24 hours after sent or posted. Your continued use of the Application shall constitute your agreement to these Terms and any future revisions.

**2 Definitions**

2.1 In these Terms unless the context requires otherwise requires, the following words and expressions shall have the following meanings:

“**Applicable Laws**” means, except as the context may otherwise require, all applicable laws (including common law), statute, regulation, ordinance, rule, judgment, rule of law, order, decree, permit, approval, concession, grant, franchise, license, agreement, requirement, or other governmental restriction or any similar form of decision of or any determination by any governmental authority having or asserting jurisdiction over the matter or matters in question, whether now or hereafter in effect and in each case as amended as interpreted and enforced at the time in question;

“**Application**” means the mobile application known as “OnePay” which may be downloaded by you from platforms (such as Apple App Store and Google Play) as OnePay may determine from time to time for use on your smartphone or other mobile devices;

“**Authorised Cash Agents**” or “**Cash Agents**” means such service provider which OnePay and/or the Bank has authorized to offer the Cash Agent Services;

“**Available Balance**” means such amount reflected in your Wallet Account as such which represents the amounts you can use from your Wallet Account;

“**Bank**” means Asia Green Development Bank Public Company Limited;

“**Bank Account**” means such bank account in Myanmar with such bank and of such account type as may be determined by the Bank from time to time which may be linked to your Wallet;

“**Business Day**” means a day (other than a Saturday, Sunday, or public holiday) on which banks are open for general business in Yangon, Myanmar;

“**Cards**” means such authorised, unexpired credit or charge card in good standing as may be determined by OnePay and/or the Bank from time to time which may be linked to your Wallet;

“**Cash Agent Services**” means the services by Authorised Cash Agents provided for:

(a) converting cash to credits in Customer’s Wallet Accounts by transferring credits from the Cash Agent’s Wallet Account to Customer’s Wallet Account, and accepting cash from Customers in lieu of the transferred Wallet Account credits; or

(b) converting credits within the Customer’s Wallet Account to cash by receiving Wallet Account credits from the Customer’s Wallet Account to the Cash Agent’s Wallet Account and giving cash to the Customer in lieu of such transferred Wallet Account credits;

“**Confidential Information**” means all information whether written, oral or in electronic form or any other form of communication (including data, documents, drawings, films, computer readable media, magnetic tapes, manuals, specifications, flowcharts, program listings and data file printouts) disclosed by one Party to another Party, including without limitation, business processes or affairs, including financial information and costing estimates or proposals, drawings, business plans, technology, trade practices, pricing structures, information relating to any equipment, business plans, financial information, marketing plans, current operations or research and development, and any proprietary information, the provisions of these Terms and all other information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential;

“**Cut-Off Time**” means the latest time for making or receiving payments as determined by the Bank;

“**Customer**” means any User who purchases and/or utilizes goods and/or services (including cash-in/cash-out Services) through the Application and/or the Wallet;

“**Force Majeure Event**” means in relation to a Party, an act, omission or circumstance over which that Party could not reasonably have exercised control and is relied upon by that Party as a force majeure event including but not limited to acts of God, acts of public enemy, perils of navigation, , hostilities, acts of war, war (declared or undeclared), acts or threatened acts of terrorism, acts, regulations, orders or omissions of government, ministry, department or other public authority, blockade, riots, insurrections, civil commotion, epidemics, governmental regulations imposed after the date of your entry into these Terms, earthquakes or other natural disasters or other cause(s) beyond the Party’s control;

“**Intellectual Property Rights**” means all intellectual property rights throughout the world, including copyrights, patents, trademarks, service marks, trade secrets, inventions (whether or not patentable), know how, authors’ rights, rights of attribution, and other proprietary rights and all applications and rights to apply for registration or protection of such rights and the legal rights, interests and protections afforded under applicable patent, copyright, trademark, trade secret and other intellectual property laws;

“**Issuer**” refers to a bank or non-bank financial institution, which issues the Cards;

“**Merchant**” means any commercial or business entity that offers goods and/or services through the Application, including any bank, financial services company, governmental agencies, money changer, transport operator, retailer, entertainment, recreation or sports facilities provider, sports establishment, educational establishment, convenience stores, unattended service (such as vending machine / kiosk / photo booth / telephone booth), as approved by us from time to time;

“**Merchant Offerings**” means all such goods and/or services offered by a Merchant to Users through the Application;

“**Myanmar**” means the Republic of the Union of Myanmar;

“**OnePay**” means One Pay Company Limited;

“**OnePay Services**” means all or any of the services provided by OnePay to you via the Application;

“**Operating Regulations**” means such regulations, guidelines and/or manuals addressing procedural and/or operational matters as may be published by OnePay and/or the Bank from time to time;

“**Other Payment Products**” means charge, credit, debit, stored value or smart cards, digital mobile wallets, stored value facility, prepaid cards and other account access devices, or other payment cards, services, or payment products, other than the Wallet Services provided by the Bank;

“**Privacy Policy**” means the prevailing privacy policy of OnePay and/or the Bank which can be accessed respectively at [www.onepay.com.mm/policies/privacy](http://www.onepay.com.mm/policies/privacy) and [www.agdbank.com](http://www.agdbank.com) (as the context may require);

“**Recurring Payment**” means a payment authorization given by a Customer to a Merchant to charge the Customer’s selected payment

method at regular intervals for fixed or variable amounts over a specified time period;

“**Regulators**” means the Central Bank of Myanmar and such other governmental authority or regulators having jurisdiction over the Bank and/or OnePay, including but not limited to bodies or associations regulating the Bank and/or OnePay;

“**System**” means such software and systems owned and/or licensed, operated and managed by OnePay, the Bank and/or its service providers and which facilitates and/or enables payment for a Transaction to be effected;

“**Transactions**” means any act initiated by a payer or recipient, of placing, transferring or withdrawing funds to or from the Wallet, including but not limited to money transfer payments and receipts, payments for goods and services, utility and other bill payments, deposits and withdrawals from the Wallet;

“**Transaction limits**” means such transaction limits (such as minimum and maximum transaction amounts) in connection with the Wallet Services as may be imposed by the Bank from time to time;

“**User**”, “**you**”, or “**your**” means a User who sets up and maintains a User Account and/or Wallet Account for non-commercial or non-business purposes or any other user of the OnePay Services and/or Wallet Services;

“**User Account**” means your account set up and maintained for non-commercial or non-business purposes by you with the Bank for accessing the Wallet Services, which is associated with your Wallet Account.

“**Wallet Account**” or “**Wallet**” means your account set up and maintained for non-commercial or non-business purposes with the Bank for accessing the Wallet Services, which is associated with your User Account “**Wallet Services**” means:

(a) the transfer of funds from your Wallet to recipients holding a Wallet account with us; and

(b) the receipt into your Wallet of funds from recipients holding a Wallet account with us;

and any of the related services provided by us to you via your Wallet Account, including payment for bills, and for goods and/or services from Merchants;

“**we**”, “**us**” “**our**” shall mean the Bank and/or OnePay (as the context may require).

2.2 Unless otherwise specified in these Terms, any reference to a statute or legislation shall include any subsidiary legislation made from time to time.

2.3 Reference to a time and date concerning the performance of any obligation by a Party is reference to a time and date in Myanmar.

2.4 A “day”, “month” and “year” refers respectively to a day, month and year in a Gregorian calendar.

### 3 Use of Application

3.1 Subject to your compliance with these Terms, we grant you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a mobile device that you own or control and to use the Application and the content made available in it for accessing the OnePay Services and/or the Wallet Services for your personal purposes, and for no other purpose whatsoever.

3.2 You may not copy, store, adapt, modify, reverse engineer, decompile, disassemble, otherwise tamper with nor prepare derivative works based upon any software used in the Application, or otherwise exploit the Application.

3.3 Any reproduction, distribution or making available to the public, of any trademarks, texts, logos, pictures, graphics, animations, videos, music, sounds and other materials generated by or through the use of the Application, in any form, whether electronic, printed or otherwise (especially in other apps or websites) is not permitted without our express consent and/or the developers or their affiliated companies.

3.4 You are responsible for any carrier or other data charges incurred when using the Application.

3.5 We may at any time issue Operating Regulations by publishing a copy of such Operating Regulations on the Application, with or without any notice to you. Such Operating Regulations shall be deemed to be incorporated into these Terms upon posting on the Application. Your continued use of the Application after the publication of the Operating

Regulations on the Application shall be deemed as your acceptance of the Operating Regulations.

### 4 Scope and nature of the OnePay Services

4.1 In order to access the OnePay Services and/or Wallet Services, you must set up a User Account and/or a Wallet Account.

4.2 Through the Application, we provide an online platform where you may access the following OnePay Services:

4.2.1 search, compare and determine the availability of goods and services of Merchants;

4.2.2 make purchases and/or perform Transactions with participating Merchants;

4.2.3 review our Merchants/Cash Agents and share your experiences;

4.2.4 make bill payments, donations and make funds transfers to another User’s wallet [or to third parties];

4.2.5 make top ups to your Wallet Account from Bank Accounts or Cards linked to your Wallet or via Cash Agents or make cash withdrawals from your Wallet Account to Bank Accounts linked to your Wallet or via Cash Agents. Cash Agents may only offer to add value to your Wallet Account above a minimum amount, below a maximum amount and in multiples of an amount which will be determined and notified to you from time to time. Please refer to the notices at any Authorised Cash Agent for details on charges and/or top-up limits; and

4.2.6 perform such other transactions or services as we may offer from time to time to Users.

4.3 Please note that the Application presently only supports payment via the Wallet Services. You will be notified as and when the Application supports Other Payment Products.

4.4 You acknowledge that there are inherent risks in conducting transactions over the internet or electronic networks and you have voluntarily assumed those risks by entering into any Transactions.

4.5 If you transfer funds using the value in your Wallet to another User’s Wallet, or receive transfers of funds from another User’s Wallet, you agree that we shall have no responsibility for any dispute arising from such fund transfers between you and any other User, save where arising due to any technical malfunctions or errors in our Systems, in which case, you should contact us immediately.

### 5 Your contractual relationship with Merchants/Cash Agents

5.1 We make arrangements with Merchants/Cash Agents to provide you with the OnePay Services/Wallet Services. Merchants/Cash Agents may also engage the services of local operators and/or sub-contractors in order to provide you with goods and services. All Merchants/Cash Agents are independent contractors and not our agents or employees. We are unable to control and/or supervise Merchants/Cash Agents and therefore we are not liable for acts, omissions, warranties, errors, breaches of negligence of any Merchants/Cash Agents or for any personal injuries, death, property damage or other damage or expenses resulting therefrom. In particular, we accept no liability for:

5.1.1 the quality of the products or services provided, or any inconvenience caused or expense incurred to you or any third party as a result of any unsuitability of products or services for your needs;

5.1.2 any failure or delay on the part of any Merchant or Cash Agent providing products or services to you where your Transaction has been properly processed; and

5.1.3 any acts or omissions of any Merchant or Cash Agent or other third parties, except to the extent that responsibility for those matters may be imposed on us by legislation that cannot be excluded; and

5.1.4 any delays, cancellations, overbookings, force majeure or other causes beyond our direct control.

5.2 We do not endorse or recommend any particular Merchant/Cash Agent and nothing on the Application shall be regarded as a recommendation or endorsement of the quality, service level, safety, qualification or rating of any Merchant/Cash Agent. Except for our role in offering the OnePay Services, we are not involved in any underlying

transaction between you or any other User, Merchant or Cash Agent.

5.3 Each Merchant that you transact with is responsible for providing the goods and services that you purchase and for providing all customer service related to those goods and services. In such a case, you enter into a direct and legally binding contractual relationship with the respective Merchant. We act solely as an intermediary between you and the respective Merchant and will not be responsible for any defective or substandard product or services provided by the respective Merchant. You are solely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Application and Transactions made.

5.4 You acknowledge that some Merchants offering certain services may require you to agree to additional terms and conditions prior to using their services, and the terms and conditions of the respective Merchant will apply exclusively to your contract with such Merchant (including but not limited to fees, costs, charges, return and refund policies where applicable). These may limit or exclude liability of the Merchant. We recommend that you review a Merchant's policies before completing your purchase. If you wish to make any change or cancellation after a Transaction has been confirmed, additional charges may apply in accordance with the Merchants' terms and conditions. You acknowledge that the availability of payment methods may vary depending on the Merchant with which you transact with.

5.5 You will need to approach the respective Merchant directly to resolve any disputes or queries you might have in connection with any Transactions made. You may also choose to file a dispute claim with us by emailing us at [contact@agdbank.com](mailto:contact@agdbank.com)/ +95 (0) 12399333 and [hello@onepay.com.mm](mailto:hello@onepay.com.mm)/ +95 (0) 9688383838 with the following information:

- 5.5.1 your User Account details;
- 5.5.2 the identity of the Merchant;
- 5.5.3 the amount of the disputed Transaction;
- 5.5.4 the details of your disagreement with the Merchant, including any steps already taken to resolve the issue and copies of supporting documentation (such as email correspondence, receipts, shipping confirmations etc.); and
- 5.5.5 any additional information or documentation as we may reasonably request.

5.6 We may, at our absolute discretion, facilitate and assist you with any such disputes or queries but we do not represent or warrant that our involvement will necessarily result in the dispute or query being resolved. You agree to release OnePay and our officers, directors, agents, employees, and suppliers from all claims, demands, and damages of any kind arising out of your dispute with a Merchant and our review of your dispute claim.

## 6 Use and access; Setting up of account

6.1 To use and access the Application and the OnePay Services, you are required to download the Application and to set up a User Account through the Application with a username and password (together, "**User Account Credentials**"). We may require you to provide certain registration information about yourself (such as name, government issued identification number, mobile number, email address, date of birth, address, etc.). We reserve the right to request you to submit additional know-your-client information/documents from time to time as part of ongoing monitoring and due diligence and to comply with Applicable Laws.

6.2 In order to use and access the Wallet Services, you will need to apply for and set up a separate Wallet Account through the Application with a username and password ("**Wallet Account Credentials**"). Your Wallet is only supported by and may only be accessed via the Application and will be linked to your User Account. You may add or link your Cards and/or Bank Account to your Wallet via the Application.

6.3 We may require you to take further steps to authenticate your User Account and/or Wallet Account and may ask you for further information and/or documentation and/or require you to take steps to confirm ownership of your email address, mobile number and/or Bank Accounts or Cards linked to your Wallet Account. You authorize us to take any steps and/or make any inquiries which we consider necessary

to validate and/or verify your information, including verifying your information against third party databases or through other sources. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to consumer reporting, fraud prevention, financial crime or other agencies and that these agencies may respond to our inquiries. Additionally, we may require you to wait some amount of time after completion of a Transaction before permitting you to use further OnePay Services and/or Wallet Services and/or before permitting you to engage in Transactions beyond certain volume or monetary limits.

6.4 By registering for a Wallet Account, you represent that you:

- 6.4.1 are at least [18] years of age; if you are under [18] years of age, you represent that you have obtained parental consent for use of the Application, OnePay Services, and/or the Wallet will use the Application, the OnePay Services and the Wallet Services only in conjunction with and under the supervision of a parent or guardian;
- 6.4.2 are resident at a fixed address in Myanmar;
- 6.4.3 have a fully operational mobile number; and
- 6.4.4 are not engaged in and will not engage in any unlawful or prohibited activities; and
- 6.4.5 all information supplied by you is true, accurate and up to date.

6.5 We reserve the right to decline your User Account and/or Wallet Account registration and/or limit the number of User Accounts and/or Wallet Account that you may hold in our sole discretion without giving any reasons.

6.6 You agree to be financially responsible for all uses of the Wallet by you and those using your Wallet Account.

6.7 You shall not divulge your User Account Credentials or Wallet Account Credentials, including your password to anyone or permit or grant a right to any unauthorized persons to use your User Account or Wallet Account to access the OnePay Services and/or Wallet Services.

6.8 You are responsible for keeping your email address and telephone number up to date in your User Account in order to receive any communications, notices or alerts that we may send you.

6.9 We take no responsibility for any loss or damage that occur as a result of a disclosure by you of your User Account Credentials or Wallet Account Credentials to third parties, or through any unauthorized access to your personal information due to no fault of ours and/or your failure to follow or act on any notices or alerts that we may send to you.

6.10 If you are in breach, or if we perceive a danger that you will be in breach, of any of these Terms, we reserve our right to cancel your access to the OnePay Services and/or Wallet Services and to suspend and/or terminate your User Account and/or Wallet Account or (where applicable) to remove or edit Merchant Offerings by you without giving you a reason and/or without further reference to you.

6.11 You acknowledge that the information submitted by you in connection with your use of the OnePay Services and/or Wallet Services or information submitted while using the OnePay Services and/or Wallet Services may be shared with third parties *inter alia*, to facilitate the provision of the OnePay Services and/or Wallet Services. You further acknowledge and agree that we may refer any suspected illegal, fraudulent or abusive activity to appropriate law enforcement authorities. If requested by any regulators, a government or law enforcement body, private investigator, rightful owner or interest holder and/or any injured third party or as a result of a subpoena or other legal action, or if we have reasonable grounds to believe that you are in breach of any of these Terms or if we are of the view, in our sole and absolute discretion, that it would be in our best interest to do so, we reserve the right to share your identity, registration information or other account information. We shall not be liable for damages or results arising from such disclosure, and you agree not to bring any action or claim against us for such disclosure.

6.12 The Application, the OnePay Services and/or Wallet Services cater predominantly to those who access the Application, the OnePay Services and/or Wallet Services from Myanmar. If you choose to access the Application (or use the OnePay Services and/or Wallet Services) from

locations outside Myanmar, you do so of your own accord. Regardless of the location from which such access is made, you are solely responsible for the consequences and for compliance with all applicable laws. Some of the OnePay Services and/or Wallet Services may not be available generally or more specifically to residents of certain jurisdictions.

6.13 You agree that we may at our sole discretion, utilize the services of other service providers and agents and on such terms as we may determine, in relation to the OnePay Services and/or Wallet Services.

## **7 Topping up your Wallet Account**

7.1 In order to be able to make payments using the Wallet Account, you or a third party will need to top-up your Wallet Account by any of the following methods or by such other means prescribed by us from time to time:

- 7.1.1 transfers from Cards and/or Bank Accounts linked to your Wallet Account;
- 7.1.2 cash deposit and withdrawals through Cash Agents;
- 7.1.3 transfer from Wallet Accounts of other Users; and
- 7.1.4 transfer from other supported pre-paid wallets/stored value facilities (if any) as we may notify you from time to time.

7.2 If you link a Bank Account or Card to your Wallet, you may add funds to your Wallet, withdraw money from your Wallet, or send a payment using your linked Bank Account or linked Card. You should ensure that you have sufficient credit limit and / or cash balance to complete such Transaction. You understand that your bank and/or an Issuer may charge you fees for sending or receiving funds to your Wallet. You may be charged fees even when your transaction is domestic and does not require a currency conversion. We are not liable for any fees charged to you by your bank or Issuer or other financial institution due to your usage of the Wallet Services or for topping up your Wallet. When you make a payment that is funded by your Bank Account, you are authorizing us to initiate an electronic transfer from your linked Bank Account in the amount you specify. You are solely responsible for complying with any terms set by your bank with respect to your Bank Account, including any fee terms, such as non-sufficient fund or overdraft fee terms.

7.3 By registering and linking your Cards to your Wallet Account, you authorize us to confirm that such Cards are in good standing with the Issuer, including, but not limited to, us submitting a request for a payment authorization and/or debit to the relevant Card, in accordance with the relevant card association rules as applicable. You also authorize us to obtain from time to time a credit report and/or to otherwise make credit or other background inquiries as we deem appropriate to evaluate your Wallet Account for or continued use of the OnePay Services and/or Wallet Services. You may remove any Bank Account or Card linked to your Wallet Account at any time through the Application.

7.4 If you top up your Wallet Account through Cards transfer or Bank Account transfer, you acknowledge that normal Automated Clearing House clearing times will apply. Generally, funds transferred or paid by you or a third party will be credited to your Wallet Account on the Business Day they are received by us. If we receive funds after the Cut-Off Time on a Business Day or on a day that is not a Business Day, funds will be deemed to have been received on the next Business Day. We shall not be responsible for the funds until they are received by us.

7.5 You should regularly reconcile incoming payments with your own records. You should be aware that the crediting of funds to your Wallet does not mean that these transactions cannot be reversed. We reserve the right to reverse a payment to your Wallet where the payer or the payer's bank has reversed (or is reasonably likely to reverse) a payment to your Wallet.

7.6 It is your responsibility to ensure that accurate, complete and correct references are ascribed for each incoming payment so that we can credit the funds into your Wallet. If no reference or an incorrect reference is provided, we will not be able to credit your Wallet. In such cases, we will not be liable for any loss you incur, although we will use reasonable efforts to investigate and credit or return incorrect and inaccurately referenced payments into or from your Wallet.

7.7 No interest will be payable by us to you on the Available Balance reflected on the Wallet.

7.8 The Wallet is linked to your User Account. It is not a deposit account and is not covered by the law on deposit insurance in Myanmar.

## **8 Withdrawals and Payments**

8.1 The Available Balance in your Wallet may be withdrawn at any time. Withdrawal may be effected through any of the Cash Agents or a transfer of the withdrawn amount to a Bank Account linked to your Wallet which you designate for such purpose at any time and you acknowledge that such transfer may be subject to delays as a result of operational issues beyond our control.

8.2 If you transfer funds using the value in your Wallet Account to another User's Wallet Account, or receive transfers of funds from another User's Wallet Account, you agree that we shall have no responsibility for any dispute arising from such fund transfers between you and any other User, save where arising due to any technical malfunctions or errors in our Systems, in which case, you should contact us immediately.

8.3 In the event that the Available Balance in your Wallet exceeds the amount that you can hold in your Wallet (in accordance with Clause 10.1 below), we will transfer the sum of Available Balance which exceeds the limit to your linked Bank Account. We reserve the right to charge you a reasonable fee for such transfer. It is your responsibility to ensure that the Bank Account details provided are correct. We shall bear no responsibility in the event that the Bank Account details provided are incorrect in any way.

8.4 You shall be able to make payments from the Wallet only to the extent of the amount loaded into the Wallet. You cannot use the Wallet Services to send funds you don't have. When you initiate a Transaction through your Wallet, you must have enough funds in your Wallet to support that transaction, or we will not permit it to go through. The Wallet may be used for Transactions throughout Myanmar in Myanmar Kyats only. You cannot have a negative balance in your Wallet and you cannot incur overdrafts.

8.5 All payment instructions must be made through your Wallet Account which may be accessed via the Application.

8.6 It is your responsibility to ensure that accurate, complete and correct payment instructions for the beneficiary of a payment (including payments to yourself) are provided to us through the Application. This includes but is not limited to providing us with correct details for the beneficiary to which you would like the payment sent. If you provide incorrect beneficiary details we will not be liable for any loss you incur, although we will use reasonable efforts to assist you in the recovery of your payment. We reserve the right to charge you a fee to cover our reasonable costs for doing so.

8.7 You may revoke or cancel a payment instruction for a future outgoing payment transaction at any time prior to payment execution through the Application. We are not liable for any losses incurred in circumstances where erroneous duplicate payment instructions are sent to us by you.

8.8 If we receive a payment instruction by the Cut-Off Time on a Business Day, your payment instruction will be deemed to have been received by us on that Business Day. If your payment instruction is received after the Cut-Off Time or on a day that is not a Business Day, your payment instruction will be deemed to have been received on the next Business Day.

8.9 If your recipient is a Merchant or Cash Agent, the Merchant or Cash Agent may wait until they have received the funds before fulfilling your purchase or Transaction. You may preauthorize Merchants to charge your selected payment method using Recurring Payment. You may cancel or stop a Recurring Payment at any time by logging into the Application and cancelling the such Recurring Payment authorization.

8.10 We may in our sole discretion refuse to execute any Transactions, your payment instructions or other use of the OnePay Services and/or Wallet Services, including where you are in material breach of this Agreement or if we reasonably believe the payment to be unlawful or fraudulent. In these circumstances we shall notify you of the same, stating wherever possible the reasons for our refusal, and the procedure for rectifying any payment detail errors that led to the refusal. We reserve the right to charge you a fee to cover our reasonable costs for doing so. We are not obliged to notify you of our refusal or reasons for

our refusal to execute your payment instruction where we reasonably believe that such a notification would be unlawful or would compromise reasonable security measures.

9.11 Transactions may also be delayed due to our or a third party's compliance with its obligations under Applicable Laws.

## 9 Prohibited Payments

9.1 We reserve the right to prohibit and/or refuse to process certain categories of Transactions, such as payments in relation to gaming, activities which promote goods or services related to racism, religious persecution, hate, violence, sexism, drugs & illicit substances and related paraphernalia or politics.

9.2 You must not use your Wallet Account or Wallet for any illegal purposes including without limitation fraud and money laundering. If You conduct or attempt to conduct any Transaction in violation of the prohibitions, we reserve the right to reverse the Transaction, and/or close or suspend your Wallet and/or report the transaction to the relevant law enforcement agency and/or claim damages from you.

## 10 Transaction Limits and monitoring

10.1 We may, at our discretion or if required by law, impose limits on the amount of payments you can make through the Wallet Services or the amount that you can receive, hold in, or top-up to, your Wallet at any point in time and on the amount of top-ups and number of times you may carry out a top-up transaction within a particular time period without prior notice to you, including without limitation individual or aggregate transaction limits on the value or number of transactions during any specified time period(s). If you have a Verified Account or if you meet certain requirements that we may impose from time to time or as required by law, we may in our sole discretion increase your limits.

10.2 You understand that in order to manage risk and to prevent fraudulent transactions, we may monitor Transactions made with your Wallet and/or limit the funding sources available for your use to fund any particular Transaction. If any of your Transactions is classified as a high-risk Transaction or is suspected of fraud, we will place a hold on the Transaction and may ask you for more information on you and your funding source. We may also refuse to accept funds you want to transfer to your Wallet or decline to process any Transactions:

- 10.2.1 until we have verified the authenticity of such Transaction; or
- 10.2.2 for any reason concerning our compliance with financial crime prevention legislation or our own risk management policies and procedures; or
- 10.2.3 if we have any other legal or regulatory obligation to decline to accept the funds;
- 10.2.4 if such Transaction would cause you to exceed your applicable transaction limits;
- 10.2.5 if any instructions are ambiguous, incomplete or inconsistent
- 10.2.6 We may in addition suspend, restrict transactions to or from your Wallet or limit access to your Wallet in such amounts and for such time as we reasonably deem necessary to protect you, us or other Users if:
- 10.2.7 we detect any unusual or suspicious activity on the use of your Wallet;
- 10.2.8 we have reason to believe that we are subject to financial risk;
- 10.2.9 you have or we have reason to believe that you have violated any of these Terms;
- 10.2.10 any dispute exists involving your Wallet or Transaction conducted in connection therewith, or
- 10.2.11 we have reason to believe that such action is needed to protect the security of our Systems.

10.3 We may restrict access to your Wallet while we complete any pending investigation or resolve a pending dispute. We also may hold the funds in your Wallet as required by law or court order or if otherwise requested by law enforcement or any governmental entity. For the facilitation of the foregoing, your Wallet will show the Available Balance. You will only be able to use funds showing in your Available Balance for payments and transfers from your Wallet.

10.4 We may without notice, delay or stop making payments to your Wallet or setoff, retain or otherwise hold any funds in your Wallet:

- 10.4.1 to protect ourselves against any amounts due or which may become due under these Terms;
- 10.4.2 based on your financial condition; or
- 10.4.3 in the event you submit transactions that you are not authorized or that do not conform to these Terms, any of our policies or applicable law, including transactions subject to verification.

## 11 Transaction History; reports

Funding, payments and transfers are displayed in your Wallet and you should check your Wallet balance and Transaction history regularly. You should report any irregularities or clarify any questions you have with us as soon as possible by contacting us at [contact@agdbank.com](mailto:contact@agdbank.com)/ +95 (0) 12399333 and [hello@onepay.com.mm](mailto:hello@onepay.com.mm)/ +95 (0) 9688383838.

## 12 Set-Off and Right to Debit

12.1 You agree that should we be subject to, or have reasonable cause to believe that we may be exposed to any negative Wallet Account balance or any claims, fines, penalties, non-compliance charges or additional fees levied by any bank or legal authority due to your acts or omissions, or as a result of default, fraud, money laundering, illegal, unauthorized or improper actions, or if we reasonably believe that you are engaging, or attempting to engage, in manipulative, fraudulent, illegal or criminal activities using the OnePay Services and/or the Wallet Services, we may in our sole discretion and without prior notice directly or indirectly suspend your access to the Application, the OnePay Services and/or the Wallet Services.

12.2 Notwithstanding any other provision of these Terms, in the event that any Transaction is for any reason suspected by us to be counterfeit or in any way tainted or affected by any fraud or forgery, we shall be entitled at our discretion to withhold payment to you of the full amount payable, or if payment has been made, to seek immediate reimbursement from you of such sum, until and unless you shall prove to our satisfaction that the Transaction is genuine. We owe no obligation whatsoever to take any steps to verify the genuineness of the Transaction.

## 13 Unauthorised access to your User Account or Wallet Account

13.1 You should contact us immediately at [contact@agdbank.com](mailto:contact@agdbank.com)/ +95 (0) 12399333 and [hello@onepay.com.mm](mailto:hello@onepay.com.mm)/ +95 (0) 9688383838 if you think that:

- 13.1.1 your User Account or Wallet Account has been accessed without your authorization;
  - 13.1.2 a Transaction that you did not authorize has occurred;
  - 13.1.3 a Transaction has been processed incorrectly to or from your Wallet Account.
- (each, an "Error").

13.2 While we will take reasonable steps to block unauthorized access to your User Account and/or Wallet Account, you will remain financially responsible for any use of your User Account and/or Wallet Account even after you properly notify us of the loss or compromise.

13.3 If you give someone access to your User Account and/or Wallet Account and that person conducts Transactions without your authorization, these Transactions are not considered Errors, unless you are the victim of a phishing attack or similar exploit. We must hear from you within as soon as possible, and in any case within 30 days of the date of the suspected Error.

13.4 When you notify us of the suspected Error, please provide:

- 13.4.1 Your name and User Account/Wallet Account number,
- 13.4.2 The nature of the suspected Error and why you believe it is an Error; and
- 13.4.3 The value in Myanmar Kyat of the suspected Error.

13.5 We will determine whether an Error occurred as soon as reasonably practicable after you notify us. Where an Error has occurred solely due to reasons attributable to us and you have notified us promptly, we will correct any Error promptly. In such event, you authorize us to initiate debit or credit Transactions to correct such Error, provided that any such correction is made in accordance with Applicable Laws.

13.6 We reserve the right to reverse a payment where the payer or the payer's bank has reversed (or is reasonably likely to reverse) a payment to your Wallet Account. In the event that any Transaction is subject to a reversal, we will deduct the amount of such reversed Transaction from your Available Balance. You authorise us to credit your linked Bank Account or linked Card to complete such reversal Transaction. If your Available Balance is insufficient to cover the reversal, we reserve the right to require repayment from you. You agree to indemnify us against any claims, fees, fines, penalties, and other liability incurred by us in connection with any such reversals.

#### **14 Fees & Commission**

14.1 We reserve the right to charge reasonable fees or charges for the OnePay Services and/or Wallet Services provided to you and may at our discretion, change, amend, increase, or reduce such fees or charges by notice to you from time to time. You agree to pay all applicable fees or charges whenever you use the OnePay Services and/or Wallet Services. All such fees or charges and payments collected or paid through the OnePay Services and/or Wallet Services are denominated in Myanmar Kyat.

14.2 To the extent permitted by law, we may set off against the Available Balance in your Wallet Account or debit your linked Card or Bank Account for any obligation you owe us under these Terms, including without limitation any fees, charges or commissions as mentioned above ("Deductions"). All Deductions are charged at the time we process a Transaction and are deducted first from the transferred or collected funds and thereafter from your Available Balance.

#### **15 Inactive Accounts**

If you have not entered into any Transaction for a continuous period of not less than six (6) months or as prescribed by us from time to time, we will, for your own protection, deem your User Account and/or Wallet to be no longer in use, and we will deactivate your User Account and/or Wallet Account. If you want to re-activate your User Account and/or Wallet Account subsequently, we may charge you a reasonable fee for the re-activation.

#### **16 Marketing and Promotions**

16.1 We may from time to time run campaigns/contests or promotions with other third parties in relation to the OnePay Services and/or Wallet Services (collectively, "Promotions"). Additional terms may apply to such Promotions. If the additional terms for a Promotion conflicts with these Terms, the additional terms applicable to the Promotion will prevail. If any points, vouchers, discount codes or any value in whatever form are awarded by us to you in connection with any Promotions, you acknowledge that such points cannot be withdrawn as cash.

16.2 Unless otherwise notified by you, you agree that we may send you notifications relating to promotional and marketing activities from time to time.

#### **17 Postings and Reviews on the Application**

17.1 You may post reviews, comments, photos and other content on the Application subject to these Terms. You agree that a review posted by you may be wholly or partly used and placed by us at our sole discretion for marketing and promotion purposes on social media platforms, newsletters, special promotions, apps or other channels owned, hosted, used or controlled by us and our business partners. We reserve the right to refuse, edit or remove reviews at our sole discretion, but do not regularly review posted content.

17.2 If you do post content or submit material, and unless we indicate otherwise, you are deemed to have granted to us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media, including in the Application, and in promotional materials and publications and as we may at our discretion see fit. You are deemed to have granted us the right to use the name that you submit in connection with such content.

17.3 You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify us

for all claims resulting from content you supply. We reserve the right but not the obligation to monitor and edit any activity or content. We take no responsibility and assume no liability for any content posted by you or any third party. You further warrant that any content posted by you shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights.

#### **18 Intellectual Property Rights**

18.1 We and/or our licensors are the exclusive owner(s) of all right, title, and interest in and to all intellectual property with respect to the Application, the OnePay Services and/or the Wallet Services. You may only use such intellectual property for your personal and non-commercial purpose.

18.2 All Intellectual Property Rights (including all copyright, patents, trademarks, service marks, trade names, and information content accessed as part of the Application, the OnePay Services and/or Wallet Service, any database operated by us and all the design, text and graphics, software, photos, video, music, sound, and their selection and arrangement, and all software compilations, underlying source code and software (including applets and scripts) are owned by and shall remain our property or that of our licensors or business partners (as the case may be). You shall not, and shall not attempt to, obtain any title to any such intellectual property rights. Save as expressly permitted under these Terms, you shall have no right to use or display the name, trademarks, logos, service marks of OnePay and/or the Bank or to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Application. Nothing in these conditions shall be understood as conferring any rights of use in relation to any trademarks associated with the Application, the OnePay Services and/or Wallet Services.

18.3 Any material you transmit or post or submit to us in connection with the Application, the OnePay Services and/or Wallet Services shall be considered (and we may treat it as) non-confidential and non-proprietary, subject to our obligations under the Privacy Policy. You grant us a royalty-free, perpetual, irrevocable, non-exclusive right to use, copy, modify, adapt, translate, publish and distribute world-wide any such material.

#### **19 Advertisements and Third party links**

19.1 The Application may contain advertisements and links to other third party websites or applications which are not maintained by us. We are not responsible for the contents of any third party websites and shall not be liable for any loss, damages or injury arising from the access to and use of contents of those third party websites. It is your responsibility to check the privacy policies and terms of service and usage of all third party sites that you visit prior to downloading or using any such third party applications or websites.

19.2 Any links to other websites or applications are provided as a convenience to you and do not imply our endorsement of the linked websites/applications or association with their operators. We disclaim all responsibility and liability for the use of linked websites/applications, which you access and use at your own risk.

#### **20 Disclaimers**

20.1 All information and/or materials on the Application, OnePay Services and/or Wallet Services is only of general informational value and does not in any way constitute advice or an approval, recommendation, endorsement or sponsorship by us. While every effort has been made to make such information and/or materials as complete and as accurate as possible, we do not warrant or represent the accuracy, correctness or completeness of any of the data or information contained in the Application, OnePay Services and/or Wallet Services, including those provided by Users or other third parties. Accordingly, we are not responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of our website or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Merchant remains responsible at all times for the

accuracy, completeness and correctness of the (descriptive) information displayed on the Application. You should make your own evaluation of the accuracy or completeness of any information, opinion, advice or other content available through the Application.

20.2 You acknowledge that your use of the Application, the OnePay Services and/or Wallet Services is at your sole risk and discretion. All materials, information, products, services, software and other content contained in the Application, or obtained from a linked site is provided "as is" without warranty or conditions of any kind, whether express or implied (including but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, non-infringement, security or accuracy). You assume total risk and responsibility for your use of the Application, OnePay Services and/or Wallet Services provided, including the submission of any personal information. Except as expressly stated in these Terms, all warranties, conditions and other terms, whether express or implied, by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

20.3 We do not warrant or represent that your access to and/or use of the Application, OnePay Services and/or Wallet Services will be uninterrupted (whether due to any temporary and/or partial breakdown, repair, upgrade or maintenance of the Application or otherwise) or error-free or that any information, data, content, software or other material accessible through the Application, OnePay Services and/or Wallet Services will be free of bugs, viruses, worms, Trojan horses or other harmful components.

20.4 You acknowledge and understand that your access to the Application, OnePay Services, and/or Wallet Services are dependent on internet connection (and in case of mobile, mobile phone connection) and that we shall not be responsible and you will be solely responsible for all liability arising from including but not limited to any loss or interruption of the Application, OnePay Services, and/or Wallet Services or the unavailability of Application, OnePay Services, and/or Wallet Services due to disruption of mobile or internet services. We specifically disclaim compatibility between the Application and any software or hardware.

## 21 Exclusion and limitation of liability

21.1 We are not liable for any injury, loss, claim, damage, including those based in negligence, whether actual, incidental, special, indirect, exemplary, punitive or consequential (including lost profits or other special damages) which arises out of or is in any way connected with any of the following:

- 21.1.1 your access or use of the Application, OnePay Services, and/or Wallet Services;
- 21.1.2 data, information or material contained in the Application, OnePay Services, and/or Wallet Services;
- 21.1.3 submission of any personal information, including Bank Account and Card details or any unauthorised access to your personal or business information;
- 21.1.4 any technical errors, unavailability of the Application, OnePay Services, and/or Wallet Services to you in whole or in part or any failure or delay in any way connected with the use of the Application because of the global computer network, ancillary equipment or technology or any other circumstances;
- 21.1.5 any corruption of data, delay or failure to complete Transactions where that failure is due to circumstances beyond our control; and
- 21.1.6 any unauthorised access, alteration of your transmission or data, any material or data sent or received or not sent or received, any breach of security into the Application through the global computer network or any Transactions entered into through the Application.

21.2 Nothing in these Terms shall exclude or limit our liability for death or personal injury arising from our negligence, fraudulent misrepresentation, and misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

## 22 Force Majeure

22.1 No party shall be in breach of its obligations under these Terms if it is unable to perform its obligations under these Terms (or any part of them) as a result of occurrence of a Force Majeure Event.

22.2 If a Force Majeure Event occurs which causes any Party to be unable to perform any of its obligations under these Terms, the affected Party shall forthwith notify the other Party as soon as practicable thereafter of the occurrence of that Force Majeure Event and shall use all endeavours to mitigate any delay or interruption to the performance of its obligations hereunder and shall resume performance as soon thereafter as is reasonably practicable.

## 23 Indemnity

23.1 You agree to indemnify and hold us, and our respective affiliates, officers, directors, employees and agents harmless with respect to any claims (including third party claims, actions and/or demands (including all costs, charges and expenses arising thereof) resulting from or in connection with:-

- 23.1.1 your breach of these Terms or your negligence or wilful default or that of any other person using your User Account and/or Wallet Account;
- 23.1.2 claims relating to any taxes chargeable or payable on Transactions;
- 23.1.3 any fraudulent, improper, unauthorized, illegal and/or fraudulent Transactions; or
- 23.1.4 your misuse of any of the content, information or material provided by us or that is made available to you in connection with the Application, OnePay Services, and/or Wallet Services

## 24 Data Protection and Privacy Policy

24.1 We take care to safeguard and protect all your information and privacy. We collect, use and disclose only such information reasonably required to enable us to provide the OnePay Services/Wallet Services as described in our Privacy Policy, which is expressly incorporated into these Terms.

24.2 In particular, we may share your information, as necessary, with our Merchants and Cash Agents, in order to enable them to provide goods and/or services to you. You authorize and consent to us supplying your identification information (including personal information) to such Merchants and Cash Agents. All such Merchants and Cash Agents are bound by the terms of our Privacy Policy. By submitting any personal information to us, you indicate your acceptance of the terms of our Privacy Policy.

24.3 You are required to comply with the terms of our Privacy Policy in relation to any data provided to you, any data accessible to you and/or any data obtained by you through any means in connection with the Application.

24.4 For the avoidance of doubt, if we have reasonable grounds to believe that you are in breach of any of these Terms, we reserve the right, in our sole and absolute discretion, to cooperate fully with the Regulators, governmental authorities, private investigators, all the rightful owner(s) or interest holder(s) and/or injured third parties in the investigation of any potential or ongoing criminal or civil wrongdoing. Further, we may disclose your identity and contact information, or such other transaction-related data, if requested by a government or law enforcement body, private investigator, rightful owner or interest holder and/or any injured third party or as a result of a subpoena or other legal action, or if we are of the view, in our sole and absolute discretion, that it would be in our best interest to do so. We shall not be liable for damages or results arising from such disclosure, and you agree not to bring action or claim against us for such disclosure.

24.5 In addition, we may monitor and record your calls, emails, text messages or other communications in accordance with Applicable Laws, and in particular for our business purposes, such as for quality control and training, to prevent unauthorized use of our Systems, and to ensure effective Systems operation, and in order to prevent or detect crime.

## 25 Conclusiveness

25.1 Any records of any matter under these Terms stored in any medium (including without limitation records stored electronically, via a

computer medium or microfilm) howsoever obtained, including but not limited to any records obtained from the Bank or any other party, system, database or network shall be conclusive and binding on you for all purposes whatsoever save for manifest error.

25.2 Any document issued by the Bank or OnePay and signed by any of their officers stating any amount due or owing by either Party to the other under these Terms shall be conclusive and binding on you save for manifest error, but nothing in this clause shall preclude the Bank or OnePay from correcting any error or discrepancy in such document and issuing a substitute document in its place.

#### **26 No Third Party Rights**

No provision herein is otherwise enforceable by any person who is not a party to these Terms.

#### **27 Severability**

If any provision herein is held to be illegal or unenforceable, the same shall be deemed to be deleted from these Terms and shall be of no force and effect; whereas the remainder shall continue in full force and effect.

#### **28 No Assignment**

You may not assign or delegate or otherwise deal with all or any of your rights or obligations under these Terms. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms to any person without having to seek your permission.

#### **29 No waiver**

No waiver by us of any of these Terms or default of yours under these Terms shall operate or be construed as a waiver by us of any future defaults or provision.

#### **30 Entire agreement**

These Terms (which incorporate our Privacy Policy) contains all the terms agreed between you and us regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

#### **31 Governing Law & Dispute Resolution**

31.1 You agree that the laws of Myanmar without regard to principles of conflict of laws, will govern our relationship and any dispute of any sort that may arise.

31.2 In the event of any dispute or difference arising out of or in connection with or in relation to these Terms, including any question regarding the existence, validity, application or interpretation of these Terms or any of its provisions, both parties shall endeavour to settle the dispute informally by agreement between the parties. Both parties shall always act in good faith and co-operate with each other to resolve any disputes.

31.3 Notwithstanding anything in these Terms, if the dispute is not settled in accordance with the clause above, the parties shall endeavour to resolve the same through mediation in accordance with the mediation rules of the Singapore Mediation Centre. A party who receives a notice for mediation from the other party shall consent and participate in the mediation process in accordance with this clause. Failure to comply with this clause shall be deemed to be a breach of these Terms.

31.4 If the parties are unable to resolve the dispute after mediation, then subject to the right of either party to apply to the Singapore courts for equitable relief available to preserve the status quo or to prevent irreparable harm, the dispute shall be referred to and finally resolved by arbitration in Singapore in the English language, conducted in private in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force which rules are deemed to be incorporated by reference to this clause. The arbitration shall be conducted before 1 arbitrator. Each party shall bear its own costs in connection with the arbitration proceedings.