



**GENERAL TERMS AND CONDITIONS GOVERNING THE WALLET SERVICES  
(For Business Users)**

**1 General**

1.1 These general terms and conditions (“Terms”) govern the business relationship of the Bank with you. These Terms will apply to your use of the Wallet Services and all Transactions using the Wallet Services. 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 Wallet Services are provided subject to these Terms. The Bank reserves the right to amend, vary or change these Terms and to suspend, modify and/or terminate the 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 Wallet Services 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;

“**Chargebacks**” means all approved and settled Transactions with Users which are at any time disputed, refused, debited or charged back.

“**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 of the Application and/or the Wallet who purchases and/or utilizes goods and/or services (including cash-in/cash-out Services) through the Application and/or the Wallet;

“**Data Protection Laws**” means all applicable data protection laws and regulations anywhere in the world.

“**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;

“**Holdbacks**” means such sums that we may in its sole discretion without prior notice hold in reserve against your User Account and during exposure or potential exposure to high frequency of refunds or Chargebacks or following significant variations in monthly sales volume, so as to ensure there are sufficient funds held in your User Account to meet potential refund and Chargeback requests.

“**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**” or “**Partner**” means any commercial or business entity, non-profit or non-governmental organization, charity or other recipient that offers goods and/or services, or that offers the receipt of funds 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/Partner/Cash Agent Agreement**” shall mean the agreement between OnePay, the Bank and the Merchant/Partner/Authorised Cash Agent, together with the OnePay T&C and these Terms;

“**Merchant/Partner/Cash Agent Application**” means such separate application form to be submitted by a Merchant/Partner/Authorised Cash Agent to the Bank and OnePay which incorporates these Terms;

“**Merchant/Partner Offerings**” means all such goods and/or services offered by a Merchant or Partner 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 as stipulated in the Merchant/Partner/Cash Agent Application;

“OnePay T&C” means the terms and conditions governing the OnePay Services;

“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;

“Personal Data” means any information relating to an identified or identifiable natural person that is protected by applicable data protection laws.

“Privacy Policy” means the prevailing privacy policy of the Bank which can be accessed at <http://www.agdbank.com>;

“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 Merchant or Partner or Cash Agent (as the context may require) who sets up and maintains a User Account and/or Wallet Account for commercial or business purposes or any other user of the Wallet Services;

“User Account” means your account set and maintained for commercial or business purposes by you with OnePay for accessing the OnePay Services, which is associated with your Wallet Account;

“User Data” means all identifiable information about users of the Wallet Services and/or Customers generated or collected by OnePay, the Bank and/or the Merchant/Partner/Cash Agent, including but not limited to User Account/Wallet Account information, names, shipping addresses, email addresses, phone numbers, Customer/user preferences and tendencies and financial transaction data;

“Wallet Account” or “Wallet” means the account set up and maintained for commercial or business purposes by you 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 or Partners;

“we”, “us” “our” shall mean the Bank.

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 Risks associated with using the Wallet Services

3.1 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.

3.2 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.

### 4 Your contractual relationship with Customers

4.1 Except for our role in offering the Wallet Services, we are not involved in any underlying transaction between you or any other User or Customer. Each Customer that you transact with is responsible for making payment in the manner agreed between you and the Customer. In such a case, you enter into a direct and legally binding contractual relationship with the respective Customer. We act solely as an intermediary between you and the respective Customer and will not be responsible for any claims in relation to the transaction. You are solely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Wallet Services and Transactions made.

4.2 In the event that you would like to impose additional terms and conditions on your Customers (including but not limited to fees, costs, charges, return and refund policies where applicable), you shall be required to communicate such additional terms and conditions to your Customers before the conclusion of a Transaction.

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

### 5 Use and access; Setting up of account

5.1 To use and access the Wallet Services, you are required to:

5.1.1 download the Application and to set up a User Account through the Application with a username and password (together, “User Account Credentials”). OnePay 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.); and

5.1.2 apply for and set up a separate Wallet Account through the Application with a username and password (“Wallet Account Credentials”). 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. 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.

5.2 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 Wallet Services and/or before permitting you to engage in Transactions beyond certain volume or monetary limits.

5.3 By registering for a User Account and/or Wallet Account, you represent that you:

5.3.1 are a business entity duly registered and authorized to do business in Myanmar, a non-governmental organization

registered with the General Administration Department under the Ministry of the Union Government of Myanmar and validly existing and operating lawfully under the laws of Myanmar, or an individual, who is lawfully present in Myanmar and operates a legitimate business under the laws of Myanmar; and

- 5.3.2 have the requisite corporate approvals for use of the Wallet Services;
- 5.3.3 are not engaged in and will not engage in any unlawful or prohibited activities; and
- 5.3.4 all information supplied by you is true, accurate and up to date.

5.4 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.

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

5.6 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 Wallet Services.

5.7 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.

5.8 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.

5.9 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 Wallet Services and to suspend and/or terminate your User Account and/or Wallet Account or (where applicable) to remove or edit Merchant/Partner Offerings by you without giving you a reason and/or without further reference to you.

5.10 You acknowledge that the information submitted by you in connection with your use of the Wallet Services or information submitted while using the Wallet Services may be shared with third parties *inter alia*, to facilitate the provision of the 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.

5.11 The Wallet Services cater predominantly to those who access the Wallet Services from Myanmar. If you choose to access or use the 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 Wallet Services may not be available generally or more specifically to residents of certain jurisdictions.

5.12 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 Wallet Services.

## 6 Authorised Cash Agent's general responsibilities

6.1 Authorised Cash Agents shall offer Cash Agent Services free of charge to the Users at such of its premises specified in the Merchant/Cash Agent Application ("Specific Premises"). The Cash Agent Services shall be subject to such minimum amount and maximum limits per Transaction and daily limits as stipulated in the Merchant/Partner/Cash Agent Application ("Applicable Cash Limits").

6.2 The Authorised Cash Agents shall:

- 6.2.1 create awareness of the Wallet Services, including explaining to potential users the various features, processes and other details relating to the Wallet Services;
- 6.2.2 display prominently such promotional materials, signage and other marketing brochures, posters etc. to inform the public of the availability of the Cash Agent Services at its Premises;
- 6.2.3 display prominently at its Premises, the Applicable Cash Limits;
- 6.2.4 maintain such records of details of all Transactions with Customers in such form and manner as we may require from time to time; and
- 6.2.5 maintain sufficient cash balances to facilitate cash-in/cash-out Transactions;
- 6.2.6 maintain adequate manpower and resources to ensure that it is able to provide the Cash Agent Services during the Cash Agent's operating hours;
- 6.2.7 comply with such service level agreement (if any) agreed in the Merchant/Partner/Cash Agent Application; and
- 6.2.8 promptly notify us of all incidents of fraudulent or suspicious Transactions.

## 7 Minimum balances; Deposits

7.1 We reserve the right to require you to maintain a minimum credit balance in your User Account. Any such minimum credit balance may be notified by us to you from time to time.

7.2 We shall be entitled and you hereby authorise us to debit directly without prior notice all fees, charges and any other sums payable by the Merchant/Partner/Cash Agent to us under these Terms, including any amount that is wrongly credited to you, from your Wallet Account. You agree to execute and furnish such additional authority in writing as may be required by us for the purpose of effecting the direct debits from the designated Wallet Account.

7.3 The Bank will be responsible for depositing amounts into the Wallet Account, in accordance with the Transactions. The Merchant/Partner/Cash Agent acknowledges that the Bank may temporarily adjust the amount remitted to Merchant/Partner/Cash Agent and/or remittance frequency.

7.4 We may, at any time, require the Merchant/Partner/Cash Agent to pay to us a deposit to guarantee the due performance and observance by Merchant/Partner/Cash Agent of these Terms, and the fulfilment by Merchant/Partner/Cash Agent of its obligations hereunder.

7.5 Where required to make such deposit, the Merchant/Partner/Cash Agent shall pay to us a deposit in the amount and by such date as may be specified to the Merchant/Partner/Cash Agent by us. We shall be entitled at its option at any time to off-set any amounts due and owing by Merchant/Partner/Cash Agent to us under or in connection with these Terms or any damages payable by the Merchant/Partner against the deposit. Our rights hereunder shall be in addition to and without prejudice to any other right of action or other remedy available to us. As soon as practicable after the termination of the Agreement, we shall refund the deposit without interest to Merchant/Partner/Cash Agent less such sum as we may be entitled to deduct hereunder.

## 8 Topping up your Wallet Account

8.1 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:

- 8.1.1 transfers from Cards and/or Bank Accounts linked to your Wallet Account;
- 8.1.2 transfer from other supported pre-paid wallets/stored value facilities (if any) as we may notify you from time to time.

8.2 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.

8.3 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 Wallet Services. You may remove any Bank Account or Card linked to your Wallet Account at any time through the Application.

8.4 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.

8.5 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.

8.6 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.

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

8.8 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.

## **9 Withdrawals and Payments**

9.1 The Available Balance in your Wallet may be withdrawn at any time. Withdrawal may be effected through a transfer 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.

9.2 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.

9.3 In the event that the Available Balance in your Wallet exceeds the amount that you can hold in your Wallet (in accordance with Clause 11.1 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.

9.4 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.

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

9.6 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.

9.7 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.

9.8 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.

9.9 We may in our sole discretion refuse to execute any Transactions, your payment instructions or other use of the 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.

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

## **10 Prohibited Payments**

10.1 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.

10.2 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.

## **11 Transaction Limits and monitoring**

11.1 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.

11.2 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:

- 11.2.1 until we have verified the authenticity of such Transaction; or
- 11.2.2 for any reason concerning our compliance with financial crime prevention legislation or our own risk management policies and procedures; or
- 11.2.3 if we have any other legal or regulatory obligation to decline to accept the funds;
- 11.2.4 if such Transaction would cause you to exceed your applicable transaction limits;
- 11.2.5 if any instructions are ambiguous, incomplete or inconsistent
- 11.2.6 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:
- 11.2.7 we detect any unusual or suspicious activity on the use of your Wallet;
- 11.2.8 we have reason to believe that we are subject to financial risk;
- 11.2.9 you have or we have reason to believe that you have violated any of these Terms;
- 11.2.10 any dispute exists involving your Wallet or Transaction conducted in connection therewith, or
- 11.2.11 we have reason to believe that such action is needed to protect the security of our systems.

11.3 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.

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

- 11.4.1 in accordance with the Merchant/Partner/Cash Agent Agreement;
- 11.4.2 to protect ourselves against any amounts due or which may become due under these Terms;
- 11.4.3 based on your financial condition; or
- 11.4.4 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.

## 12 Transaction History; reports

12.1 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 (1) 2399333 and [hello@onepay.com.mm](mailto:hello@onepay.com.mm)/ +95 (0) 9688383838.

12.2 If so agreed in the Merchant/Partner/Cash Agent Agreement, we shall:

- 12.2.1 provide and furnish to you on a daily basis, detailed activity reports for all Transactions completed by you on such day (“Daily Transaction Report”); and
- 12.2.2 provide such additional transaction reports, statements etc. as may be requested by you, subject to applicable fees.

12.3 You shall raise any objection to the Daily Transaction Report on or before 12 pm on the next Business Day, failing which you are deemed to have accepted such amounts stipulated in the Daily Transaction Report as correct, final and conclusive; provided nothing in this clause shall preclude us from correcting any error or discrepancy in such amount

paid by giving notice to you. If there are no objections to the Daily Transaction Report by Merchant/Partner by 12 pm on the next Business Day after the generation of the Daily Transaction Report, then we will initiate a payment into your User Account on the following Business Day.

## 13 Holdbacks; Set-Off and Right to Debit

13.1 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 the acts or omissions of Merchant/Partner/Cash Agent, or as a result of default, fraud, money laundering, illegal, unauthorized or improper actions of Merchant/Partner/Cash Agent and/or Users, or if we reasonably believe that Merchant/Partner/Cash Agent is engaging, or attempting to engage, in manipulative, fraudulent, illegal or criminal activities using the Wallet Services, we may in its sole discretion and without prior notice directly or indirectly:

- 13.1.1 withhold payments to the Merchant/Partner/Cash Agent pending our further investigation;
- 13.1.2 suspend your access to the Wallet Services;
- 13.1.3 terminate the Merchant/Partner/Cash Agent Agreement; and/or
- 13.1.4 set up any appropriate Holdbacks or reserve fund as we deem necessary and utilizing any such Holdbacks or reserve fund to satisfy any Chargebacks, Chargeback fees, other fees and charges, refunds, fines, assessments and penalties.

13.2 Merchant/Partner/Cash Agent will be solely liable for any such fraudulent, illegal or criminal activity and we shall not be required to pay any sums to Merchant/Partner in respect to such activities. We reserve the right to investigate such activities and to inform the relevant authorities.

13.3 Without prejudice to the foregoing, we may at any time at its discretion, without any prior or subsequent notice to Merchant/Partner/Cash Agent, deduct from, set-off, appropriate, combine, consolidate and/or apply any monies owing (whether actually or contingently and/or jointly or severally) to Merchant/Partner/Cash Agent by us under these Terms, in any currency and whether within or outside Myanmar, in or towards settlement or discharge of any sums payable or due to us from Merchant/Partner/Cash Agent under these Terms or any other agreement with us or otherwise. This clause shall without limitation apply to any amount previously overpaid by us to Merchant/Partner/Cash Agent under these Terms, any claim that we may have against Merchant/Partner and all sums payable or due to us from Merchant/Partner/Cash Agent under these Terms or otherwise.

13.4 Notwithstanding any other provision of these Terms or any authorization and/or authorization code numbers given in relation to such Transaction, 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.

13.5 Without prejudice to any other of our rights and remedies, in the event that you do not make any payment to us on demand as required under these Terms, we shall be entitled to charge daily interest on such overdue amount from the due date or date of demand (as the case may be) until the date of payment in full, at the rate of 2.5% per month, as well after as before judgment.

13.6 Where any deduction, set-off, appropriation, combination, consolidation and/or application of monies requires the conversion of one currency into another, we shall be entitled to effect such conversion at such time and rate of exchange in accordance with its prevailing practice and Merchant/Partner/Cash Agent shall bear all exchange risks, losses, commission and other bank charges which may thereby arise.

## 14 Disputed Transactions, Chargebacks and Refunds

14.1 In the event that there is a Chargeback or dispute,

Merchant/Partner/Cash Agent agree and acknowledge that it is your sole responsibility to manage and deal with the dispute.

14.2 If you and the Customer are unable to arrive at a satisfactory resolution of such dispute within a period of fourteen (14) days after such time when the dispute is first raised by Customer, you acknowledge that we shall be entitled in our sole discretion to directly or indirectly make a direct credit to the disputing Customer for the disputed amount and a corresponding deduction of such disputed amount from any amounts payable to you. If the you and the Customer arrive at a settlement within the said fourteen (14) day period, then we shall deal with the disputed sums in accordance with such settlement.

14.3 Notwithstanding any other provision of this Agreement, we shall be entitled (by giving our reasons, but without the requirement to prove its reasons), to directly or indirectly refuse payment to Merchant/Partner/Cash Agent or initiate the Chargeback of payments from you (at your own cost) of all or part of the amount of any Transaction, in any situation where a dispute arises as to that Transaction (a **"Disputed Transaction"**), including under the following circumstances:

- 14.3.1 The Customer disputes the nature, quality, quantity, use or fitness of the goods sold and/or services rendered under the Transaction, or alleges that you have breached the terms of the contract of sale or service entered into between you and Customer or any representation or warranty made by you to the Customer;
- 14.3.2 the Customer disputes or denies that the Disputed Transaction was entered into by him, or that delivery of the goods sold and/or performance of the services rendered under the Disputed Transaction was received by him, or alleges that any payment instruction has been given or altered without his consent or authority;
- 14.3.3 the Disputed Transaction is void or voidable at law or the use of the Wallet Services or Other Payment Products or the performance of any person's obligations under such Disputed Transaction involves any illegal or unlawful act;
- 14.3.4 the Wallet Services used to effect the Disputed Transaction has been manipulated or is counterfeit or the Customer alleges that the Disputed Transaction is in any way fraudulent or tainted or affected by fraud or forgery, whether or not you are aware of this;
- 14.3.5 the Transaction is not submitted to us for settlement by you;
- 14.3.6 payment in relation to the Transaction has been mistakenly or wrongly made;
- 14.3.7 you do not furnish to us the original or copy or printout of any statement, bill or invoice or other document or record relating to the Transaction upon request as required by us;
- 14.3.8 in seeking authorization for a Transaction, the User Account particulars and information and/or any other details were given to us incorrectly (whether or not as a result of the fault or neglect of Merchant/Partner);
- 14.3.9 a Chargeback relating to the Transaction is received by the Bank or the Bank refuses for whatever reason to honour any Transaction;
- 14.3.10 we are of the opinion that there is any fraud, forgery or suspicious circumstances surrounding any Transaction;
- 14.3.11 there has been a breach by you of any other of your obligations under this Agreement, or of any security measures or guidelines issued by us or of any other agreement entered into between you and us, or of any other obligation whatsoever owed by you to us, whether or not related to this Merchant/Partner/Cash Agent Agreement; or
- 14.3.12 after a holistic consideration, we are of the opinion that Merchant's/Partner's financial condition, or business prospects and other relevant non-financial factors, has been or may be adversely affected, such that Merchant/Partner may not be able to perform any of its

obligations under this Merchant/Partner/Cash Agent Agreement to the Users, the Customers or to us.

14.4 You further acknowledge that you may be subject to additional charges in case of Chargebacks or where payment is declined.

14.5 The Merchant/Partner agrees to process returns of and provide refunds and adjustments for products and/or services sold and payment collected from Users in accordance with the OnePay T&C.

#### **15 Unauthorised access to your Wallet Account**

15.1 You should contact us immediately at [contact@agdbank.com](mailto:contact@agdbank.com)/ +95 (1) 2399333 and [hello@onepay.com.mm](mailto:hello@onepay.com.mm)/ +95 (0) 9688383838 if you think that:

- 15.1.1 your Wallet Account has been accessed without your authorization;
- 15.1.2 a Transaction that you did not authorize has occurred;
- 15.1.3 a Transaction has been processed incorrectly to or from your Wallet Account.  
(each, an **"Error"**).

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

15.3 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.

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

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

15.5 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.

15.6 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.

#### **16 Fees & Commission**

16.1 We reserve the right to charge reasonable fees or charges for the Wallet Services provided to you and/or charge commissions for the amounts of any Transactions made through your Wallet Account as stipulated in the Merchant/Partner/Cash Agent Application and may at our discretion, change, amend, increase, or reduce such fees, charges or commission by notice to you from time to time. You agree to pay all applicable fees, charges and commissions whenever you use the Wallet Services. All such fees, charges, commissions and payments collected or paid through the Wallet Services are denominated in Myanmar Kyat.

16.2 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.

16.3 If you are an Authorised Cash Agent, we shall credit your Wallet with such fees and at such intervals as agreed in the

Merchant/Partner/Cash Agent Application (“**Cash Agent Fees**”). Save for the Cash Agent Fees, no other payment of whatever nature shall be payable by us to the Authorised Cash Agents. The Authorised Cash Agent Fees shall be inclusive of all taxes, levies or charges which may be incurred or paid by the Authorised Cash Agent as a result of their provision of the Cash Agent Services.

#### **17 Settlement of Transactions; Charges and Payment**

17.1 Merchant/Partner/Cash Agent shall submit all Transactions to OnePay and/or the Bank via the System for settlement at such regular intervals specified by OnePay and/or the Bank. Subject to the provisions of these Terms, OnePay shall, during the term of these Terms, cause such Transactions to be processed and cause the Bank to effect payment to your User Account, such sums as specified in the Merchant/Partner/Cash Agent Application.

17.2 All payments to and from the User Account shall be made in Myanmar Kyat.

#### **18 Customer Fees**

Merchant/Partner/Cash Agent acknowledges that in the course of providing the Wallet Services, we may charge Customers such fees as may be determined by us in our sole discretion from time to time (“**Customer Fees**”). Such Customer Fees shall not affect the sums due to the Merchant/Partner/Cash Agent and may not be set off by Merchant/Partner/Cash Agent against sums owed to us, and we shall not be required to account to the Merchant/Partner/Cash Agent for such Customer Fees.

#### **19 Inactive Accounts**

19.1 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 Wallet 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.

#### **20 Marketing and Promotions**

20.1 We may from time to time run campaigns/contests or promotions with other third parties in relation to the Wallet Services, which may be available to Users (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.

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

#### **21 Taxes**

21.1 It is the responsibility of the Merchants/Partners/Cash Agents to determine what, if any, taxes apply to the payments you make and receive via the Wallet Services, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. You shall be responsible for the payment of all taxes applicable to the conduct of Merchant’s/Partner’s/Cash Agent’s business, including any and all sales, use or any other taxes related to the Merchant/Partner Offerings and/or the Cash Agent Services.

21.2 If we are required by tax authorities to withhold taxes on your behalf, we reserve the right to deduct any such taxes from amounts due to you and to remit such amounts to the appropriate tax authority. We may also be required to report the withholding tax payments to the tax authorities. We shall provide evidence of payment of withholding taxes to you no later than sixty (60) days after payment of the withholding taxes.

#### **22 Intellectual Property Rights**

22.1 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 Wallet Services (“**IPR**”). You are granted a limited license to use the IPR for accessing the Wallet Services and subject to our prior approval, for

promotional and marketing activities in connection with your business or commercial enterprise, and for no other purpose.

22.2 All Intellectual Property Rights (including all copyright, patents, trademarks, service marks, trade names, and information content accessed as part of the Wallet Services, 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 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 through the Wallet Services. Nothing in these conditions shall be understood as conferring any rights of use in relation to any trademarks associated with the Wallet Services.

22.3 Any material you transmit or post or submit to us in connection with the 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.

#### **23 Advertisements and Third party links**

23.1 You may see advertisements and links to other third party websites or applications which are not maintained by us in the course of using the Wallet Services. 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.

23.2 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.

#### **24 Disclaimers**

24.1 All information and/or materials accessed or provided to you via 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 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. You should make your own evaluation of the accuracy or completeness of any information, opinion, advice or other content available through the Wallet Services.

24.2 You acknowledge that your use of the Wallet Services is at your sole risk and discretion. All materials, information, products, services, software and other content contained in the Wallet Services, 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 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.

24.3 We do not warrant or represent that your access to and/or use of the Wallet Services will be uninterrupted (whether due to any temporary



and/or partial breakdown, repair, upgrade or maintenance of the Wallet Services or otherwise) or error-free or that any information, data, content, software or other material accessible through the Wallet Services will be free of bugs, viruses, worms, Trojan horses or other harmful components.

24.4 You acknowledge and understand that your access to the 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 Wallet Services or the unavailability of Wallet Services due to disruption of mobile or internet services. We specifically disclaim compatibility between the Wallet Services and any software or hardware other than the Application.

## 25 Exclusion and limitation of liability

25.1 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:

- 25.1.1 your access or use of the Wallet Services;
- 25.1.2 data, information or material contained in the Wallet Services;
- 25.1.3 submission of any personal or business information, including Bank Account and Card details or any unauthorised access to your personal or business information;
- 25.1.4 any technical errors, unavailability of the Wallet Services to you in whole or in part or any failure or delay in any way connected with the use of the Wallet Services because of the global computer network, ancillary equipment or technology or any other circumstances;
- 25.1.5 any corruption of data, delay or failure to complete Transactions where that failure is due to circumstances beyond our control; and
- 25.1.6 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 Wallet through the global computer network or any Transactions entered into through the Wallet Services.

25.2 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.

## 26 Force Majeure

26.1 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.

26.2 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.

## 27 Indemnity

27.1 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:-

- 27.1.1 your breach of the Merchant/Partner/Cash Agent Agreement or your negligence or wilful default or that of any other person using your User Account and/or Wallet Account;
- 27.1.2 claims relating to any taxes chargeable or payable on Transactions;
- 27.1.3 any fraudulent, improper, unauthorized, illegal and/or

fraudulent Transactions; or

- 27.1.4 your misuse of any of the content, information or material provided by us or that is made available to you in connection with the Wallet Services

## 28 Merchant/Partner/Cash Agent's User Data responsibilities

28.1 Merchant/Partner/Cash Agent acknowledges that any User Data it collects, has access to or which is provided to it in connection with or relating to Users or otherwise, are to be used solely for the purposes of or in connection with the delivery or fulfilment of products and/or services sold or provided via the Application. As between Merchant/Partner and us, all User Data and all rights of whatever nature in and/or in relation to it shall at all times be and remain the sole property of OnePay and/or the Bank and we hereby reserve all rights which may subsist in the User Data. We hereby grant Merchant/Partner a non-exclusive, non-transferable limited license to use User Data as provided in the Daily Transaction Reports, other transactions reports and statements, solely in the aggregate form for internal analysis and reporting purposes.

28.2 Merchant/Partner/Cash Agent shall not use, reproduce, sell, broker, retain or otherwise disclose any User Data to any third party, in whole or in part, for any purpose except as expressly permitted in the Agreement and/or these Terms or required by applicable law.

28.3 Merchant/Partner/Cash Agent shall indemnify and hold OnePay and/or the Bank, and their respective directors, officers, employees and agents harmless from and against all claims and expenses, including legal fees, arising out of or related to any breach of the foregoing provisions of this clause.

28.4 Merchant/Partner/Cash Agent agrees to:

- 28.4.1 take all precautions (having regard to the nature of its obligations in the Merchant/Partner/Cash Agent Agreement and these Terms) to preserve the integrity of the User Data and to prevent any corruption or loss of the User Data;
- 28.4.2 take such steps as are necessary to ensure that, in the event of any corruption or loss of User Data howsoever caused, it is in a position to restore or procure the restoration of such User Data; and
- 28.4.3 at our request of in the event of any corruption or loss of User Data and without prejudice to any other remedies that may be available to us either under these Terms or otherwise, restore or procure the restoration of the User Data to its state immediately prior to the said corruption or loss.

## 29 Merchant/Partner/Cash Agent's Data Protection responsibilities

29.1 Where Personal Data is collected, disclosed, used or processed by the Merchant/Partner/Cash Agent, Merchant/Partner/Cash Agent agrees that it shall:

- 29.1.1 process Personal Data in accordance with our instructions from whether general or specific in nature as set out in these Terms or as otherwise notified by us in writing from time to time;
- 29.1.2 process the Personal Data to the extent, and in such manner, as is necessary for the performance of these Terms or as required by any law and/ or regulations in force;
- 29.1.3 ensure the reliability of any personnel having access to the Personal Data;
- 29.1.4 take appropriate technical and organisational measures to protect the Personal Data against any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction, including by ensuring a level of security appropriate to the harm that might result from said acts and appropriate to the nature of the Personal Data;
- 29.1.5 permit us and/or our representatives, to inspect and audit your data processing activities to ensure compliance with applicable Data Protection Laws and this Clause;



- 29.1.6 not transfer, disclose, use or share the Personal Data with any third party without our express written consent;
- 29.1.7 not transfer Personal Data outside of Myanmar without our express written consent;
- 29.1.8 return all Personal Data to us or destroy the Personal Data and provide written confirmation of the same as requested by us;
- 29.1.9 promptly notify us, in writing, when it becomes aware of any breach of its obligations under these Terms that results in an actual or reasonably suspected unauthorised disclosure of Personal Data, whether on the part of itself or its personnel and of steps taken to repair the breach; and
- 29.1.10 respond promptly to us in order that we may deal adequately with all enquiries received relating to the protection of Personal Data.

29.2 Merchant/Partner/Cash Agent agrees to indemnify us against all losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings by any third party, Regulator and/or by the Bank which may incur arising out of a breach of this Clause.

### **30 Financial and Security Audits; Inspection of Records**

30.1 Merchants/Partners/Cash Agents shall be obligated to keep accurate books of account and records covering all Transactions with Customers and shall provide full and unrestricted disclosure within 48 hours upon any written request by OnePay and/or the Bank relating to the investigation of any refund request, Chargeback, suspected fraud, unauthorised or unlawful transaction, money laundering and/or criminal offence or any document or information required by the OnePay and/or Bank.

30.2 You shall allow OnePay and/or the Bank to conduct financial and/or security audits and to inspect records upon seven (7) days' written notice or 24 hours' notice in the case of suspected fraud, unlawful or prohibited transactions, security concerns or security breach. Such audits shall include the right to examine all relevant accounts, books, financial data, bank records, customer details, and contact creditors, clients and partners, and security policies and records, server hosts, security certificates and server records and out-sourced arrangements. You shall promptly provide access to all necessary documentation, and give full cooperation and disclosure as required to complete such audits.

30.3 You shall at all times maintain sufficiently robust security practices to secure User Data, and provide details of its security policies upon written request and cooperate with OnePay and/or the Bank in the event of any major payment security incidents including data breach. Security measures should be periodically tested to ensure their effectiveness and you shall comply with any reasonable requirement made by OnePay or the Bank concerning security measures. OnePay and/or the Bank may decline to process transactions in the event that it has concerns over security issues relating to the Merchant/Partner/Cash Agent and may terminate these Terms if it believes that the Merchant/Partner/Cash Agent does not have sufficient security measures in place to protect payment data and User Data.

30.4 You shall furnish to OnePay or the Bank forthwith upon request from time to time, the original copy or photocopies or printouts (as required by OnePay or the Bank) of all statements, bills or invoices, sales or other records of the Merchant/Partner/Cash Agent pertaining to all or any Transactions. You shall retain all such statements, bills or invoices, sales or other records for a period of at least eighteen (18) months from the relevant Transaction Date.

### **31 Conclusiveness**

31.1 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.

31.2 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.

### **32 No Third Party Rights**

Save for OnePay, which shall be entitled to the benefit of and shall be entitled to enforce these Terms, no provision herein is otherwise enforceable by any person who is not a party to these Terms.

### **33 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.

### **34 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.

### **35 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.

### **36 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.

### **37 Governing Law & Dispute Resolution**

37.1 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.

37.2 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.

37.3 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.

37.4 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.