

MAB ("The Bank") MPU-UnionPay Platinum Debit Cardmember Agreement

This document is a legal contract between you (**The Customer**) and us (**The Bank**). The Terms and Conditions set out herein may be modified from time to time (**this Agreement**) apply to the Cards which may be issued by the Bank to you from time to time. By applying for, signing or using the Card, you agree to be bound by all the Terms and Conditions of this Agreement and you are deemed to have already read, understood and agreed to the terms.

1. DEFINITIONS

1.1. In this Agreement, unless the context otherwise requires:

"Account" means each and any of the Cardmember's accounts (whether opened singly or jointly) maintained with the Bank which he/she has designated as the account for the settlement of Card Transactions and ATM Card Transactions;

"Agreement" means this agreement as may be varied from time to time;

"Application" means the Bank's prescribed application form for a Card to be issued upon these Terms and Conditions;

"ATM" means an automated teller machine or Card operated machine which accepts the Card including but not limited to machines belonging to the Bank or to UnionPay or MPU Global ATM network.

"ATM Card" means a card issued to current and savings account holders of the Bank for use at an ATM;

"ATM Card Transaction" means a transaction effected by the use of an ATM Card or the Card through an ATM in accordance with Clause 9.1 (d);

"Bank" means Myanma Apex Bank Limited, its successors and assigns;

"Card" means a MAB MPU-UnionPay Platinum Debit Card or any other Debit Card issued by the Bank pursuant to this Agreement and any substitution, replacement or renewal thereof;

"Cardmember" in relation to a Card, means the person to whom a Card is issued by the Bank and his personal representatives;

"Card Limits" has the meaning as defined in clause 3.1.

"Card Transaction" means any cash dispensation or withdrawal, any payment made, transfer or any amount charged for any products, goods, services and/or other benefits by, through or from the use of the Card or the Card number appearing on the Card itself or the PIN or in any other manner, including but not limited to online, offline or mail, telephone or facsimile orders or reservations (as may be determined and communicated by the Bank), regardless of whether a sales draft or other voucher or form is signed by the Cardmember and whether authorisation has been sought from or given by the Bank and whether with or without the Cardmember's knowledge or authority;

"Costs" include costs, charge and expenses including legal costs (on a full indemnity basis);

"Loss" includes claims, actions, Losses, damages, demands, liabilities and Costs of any kind;

"Participant" means a person who participates in the Privilege Scheme;

"Participating Outlet" means a store, shop, stall or showroom engaged in the marketing, supply, sale and/ or provision of any products, goods and/ or services of the Participant;

"PIN" means any personal identification number, password, login identification number, customer identification number, electronic identification signatures or codes chosen by or issued to a Cardmember;

"POS of Sales (POS) Record" means a record issued by the Bank reflecting the Cardmember's use of the Card as a Debit Card at merchants' points of sale terminals and the bonus points awarded by the Bank in respect of such use;

"Privilege Scheme" means a system or scheme whereby Cardmembers may use their Cards to enjoy rebates and discounts on products, goods and services offered by the Participants;

"Services" refers to any services the Bank may provide to the Cardmember including but not limited to ATM card services, call centre services, electronic or personal internet banking services or mobile services.

"Statement" means a statement of account issued by the Bank reflecting the Total Transactions;

"Total Transactions" means the sum total of the Cardmember's Card Transactions and ATM Card Transactions. For the sole purpose of determining the Total Transactions, the use of the Card as an ATM Card in accordance with Clause 9.1(d) shall be deemed to be a Card Transaction; and

"Total Amount on Hold" means the sum total of the amount in the Account put on hold by the Bank as a result of any Card Transaction, in accordance with Clause 4.1.

1.2. Words importing the singular include the plural and vice versa.

1.3. Words referring to the masculine also refer to the feminine and neuter gender.

1.4. Reference to a person includes reference to a sole proprietor, partnership, company, association or institution.

1.5. Reference to a Clause is to a clause of this Agreement.

1.6. The headings to the Clauses are for reference only and are not to be taken into consideration in the interpretation of this Agreement.

2. THE CARD

2.1. Upon signing the Card application form, you confirm that you have read and understood this Terms and Conditions, the meaning and consequences of this Terms and Conditions and you hereby agree with all of the Bank's Terms and Conditions and you authorize the bank to activate your Card on your behalf upon collecting your card at the Bank's branch.

2.2. The Cardmember must sign the Card immediately after receiving the Card.

2.3. By receiving or signing on the Card (even if the Card is not activated) or using the Card, the Cardmember is deemed to have read, understood and accepted each and every term of this Agreement and shall be deemed bound by the same. A card shall not be valid or usable upon its expiry of your card.

2.4. The Cardmember, and no one else, may use the Card to effect Card Transactions and/ or ATM Card. Transactions during the validity period printed on the Card are subject to the Terms and Conditions of this Agreement.

2.5. The Card remains the property of the Bank at all times. At the Bank's request which may be made at any time, the Cardmember must immediately return the Card cut in half to the Bank.

2.6. The Bank is entitled to charge and debit to the Account an annual fee for the issuance, maintenance and renewal of the Card. Where we have waived any annual fee payable, we may also choose to start charging you for such annual fee and to debit to the Account for the same.

2.7. The Cardmember shall, under no circumstances and whether with or without the Cardmember's knowledge, use or allow the use of the Card to effect any Card Transaction or ATM Card Transactions which would contravene the laws of any jurisdiction.

3. CARD LIMITS

3.1. The Bank may set card limits (**Card Limits**) with respect to the use of the Card and may vary the Card Limits without notice. The Card Limits will apply to all point of sale transactions and card not present transactions, and contactless transactions including usage of the Card for ATM Card Transactions and Cash Out services.

3.2. Notwithstanding any Card Limit that may be prescribed, the Bank may in its absolute discretion approve any proposed Card Transaction and/or ATM Card Transaction and allow the Card Limit to be exceeded, even in the absence of any request from the Cardmember, provided always that the Cardmember must forthwith pay such amount in excess of the Card Limit.

3.3. Where the Bank in its absolute discretion, allows any amount in the Account to be overdrawn for whatever reasons, the Cardmember shall immediately pay on demand such amount overdrawn with interests, as may be prescribed by the Bank from time to time in its absolute discretion, on the amount overdrawn.

3.4. In calculating whether any of the Card Limits has been exceeded, the Bank may take into account the amount of any Card Transaction and/or ATM Card Transaction not yet debited to the Account and of any authorisation given by the Bank to a third party in respect of a prospective Card Transaction and/or ATM Card Transaction.

3.5. The Cardmember must not use the Card such that the Cardmember exceeds any of the Card Limits imposed on the Card by the Bank from time to time.

3.6. The Cardmember must notify the Bank promptly in writing of:

- (a) any intention to reside outside Myanmar for more than six months;
- (b) any change of address of the Cardmember; and
- (c) any other change in the Cardmember's particulars or any other information as may be requested by the Bank from time to time.

4. HOLD ON ACCOUNT

4.1. The Bank may debit or place a hold on the Account for the amount of a Card Transaction either on the day it is presented to the Bank for payment (including without limitation a presentation by electronic means) or on the day the Bank receives notice of the Card Transaction, whichever is earlier. If a merchant or establishment requests for an authorisation of a Card Transaction, the Bank may place a hold on the Account for the amount of the Card Transaction. If the amount of the Card Transaction is posted to the Account before the hold expires, the balance available to the Cardmember in the Account shall be reduced by the amount of the Card Transaction that the Bank place on hold. The Cardmember may not stop payment on a Card Transaction nor use any amount placed on hold. For the avoidance of doubt, the amount placed on hold in respect of any Card Transaction shall not be treated as conclusive of the amount of the Card Transaction that would eventually be debited to the Account and in particular, for Card Transactions denominated in a currency other than Myanmar Kyats and shall not

be deemed that the Bank has converted the Card Transaction amount into Myanmar Kyats on the day that the amount was placed on hold. It is hereby expressly agreed that the Bank shall be at liberty to convert such amount to Myanmar Kyats at such time and at such rate of exchange as the Bank may determine in accordance with its usual practice.

4.2. The Bank shall have absolute discretion to place such amounts as are referred to in Clause 4.1 on hold for such periods as it deems fit. Upon the expiry of such periods as it determines, the Bank shall debit such amounts on hold to the Account if the Card Transactions in connection of which the amounts were placed on hold were presented to the Bank for payment and the Bank shall credit such amounts placed on hold back to the Account if the Card Transactions in connection of which the amounts were placed on hold were not presented to the Bank for payment, provided always that the Bank shall have the discretion to continue to place such amounts on hold if it is of the opinion that such Card Transactions would be presented for payment within a reasonable time. For the avoidance of doubt, the Bank’s right to debit the Account in respect of any Card Transaction shall not be limited to the amount that was placed on hold in connection with that Card Transaction. It is hereby expressly agreed that the Bank shall be entitled to debit the Account for the full amount of the Card Transaction. Where the amount of any Card Transaction is denominated in a currency other than Myanmar Kyats, the Bank may decide in its sole discretion whether to hold that amount in that foreign currency or Myanmar Kyats. It is hereby further agreed that the Bank shall have the right to increase at any time the amount that it would hold in respect of any Card Transaction which is denominated in a currency other than Myanmar Kyats if the Bank is of the view that the amount initially held when converted into that foreign currency would not be sufficient to satisfy payment of that Card Transaction in full.

4.3. The Cardmember shall not use any of the Total Amount on Hold, notwithstanding any other Terms and Conditions governing the Account.

4.4. The Bank will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit voucher.

5. REVERSAL

5.1. The Bank will only credit the Account with refunds made by any merchant or establishment in relation to any Card Transaction after the Bank receives a properly issued credit voucher.

6. TRANSACTIONS IN FOREIGN CURRENCY & TRANSACTIONS PROCESSED OUTSIDE MYANMAR

6.1. Where the Card Transactions are in foreign currency (other than US dollars), the Bank will convert the transaction into US dollars before converting into the billing currency of the Card based on the prevailing exchange rate determined by the relevant Card associations unless clause 6.4 below applies.

6.2. For Debit cards, all transactions in foreign currencies will be subject to an administrative fee (4%) on the transaction amount or such other amount as determined by the Bank and the Card association. The administrative fee 4% may change from time to time without prior notice to Cardmember.

7. BANK’S DISCRETION

7.1. The Bank is entitled, at any time in its absolute discretion and without giving prior notice or reason, to refuse to approve any proposed Card Transaction or ATM Card Transaction notwithstanding that the Card Limit(s) would not be exceeded.

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7.2. The Bank is entitled, in its absolute discretion without prior notice and without giving any reason, to:

- (a) suspend the Cardmember’s right to use the Card entirely or in respect of specific facilities or transactions; and/or
- (b) refuse to re-issue, renew or replace the Card, without, in any case, affecting the obligations of the Cardmember under this Agreement which will continue in force and there will be no refund of any annual fees or other fees paid if the right to use the Card is so suspended by the Bank or if the Card is not so renewed or replaced.

7.3. Without prejudice to other provisions of this Agreement, the Bank reserves the right, at any time, in its absolute discretion and without prior notice and without giving any reason, to introduce, amend, vary, restrict or withdraw all or any of the benefits, services, facilities and privileges in respect of or in connection with the use of the Card and/or this Agreement.

8. CHARGES

- 8.1. The Bank may, at its discretion, charge and debit to the Account the following fees: -
- (a) a joining fee or an annual fee for the issuance, maintenance and renewal of the Card;
 - (b) lost/ stolen or a replacement fee for the Card;
 - (c) a flat ATM Commission Fee (also known as “International ATM Withdrawal Charges”) will be charged by the Bank at its discretion, for each UnionPay withdrawal transaction performed at any overseas ATM;
 - (d) an administrative fee for the production or retrieval of any document of and relating to the Account and/ or Card;
 - (e) a cancellation fee/ charge for “no show reservations” in respect of any travel, airline or hotel reservation secured through the use of the Card that is subsequently cancelled or unfulfilled; and/ or
 - (f) any fees and/or charges for any service or facility provided or action taken by the Bank in connection with the Account, ATM Card and/ or Card.
 - (g) Balance Inquiry at ATMs fee
 - (h) PIN replacement fee
 - (i) Copy of account statement fee
 - (j) Fee for foreign transactions

Fees and charges

You need to pay all fees and charges when you start using your card. You will have to agree and undertake to pay all fees arising out of and in connection with the use of your Card stated herein including but not limited to annual fees, maintenance fees and such other fees and charges as we may prescribe from time to time. You irrevocably authorize and agree that all such fees and charges payable by you are set out in this agreement:

Description	Charges
Card Application Fee	6,500 MMK
Card Annual Fees	8,500 MMK
Lost/ Stolen Card Replacement Fee	10,000 MMK
PIN Replacement Fee	5,000 MMK
Account Statement Copy	3,000 MMK
Balance Inquiry ATM	MAB ATM - Free International ATM - 1,000 MMK
Overseas ATM Cash Withdrawal Fee	10% + Oversea ATM Charges
Local ATM Cash Withdrawal Fee	MAB ATM - Free Other banks ATM - As per Other Bank’s ATM Charges

Fees for Foreign Currency Transactions and Transactions Processed Outside Myanmar

Transaction made in foreign currency (Non-MMK transaction)	The transaction will be converted at the prevailing exchange rates of the relevant Credit Card company, first to USD then, to MMK.
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AND

Non-MMK transaction made using UnionPay International Cards	An International Processing Fee is subject to the market exchange rate at the time of processing.”.
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Maximum POS Purchase transactions (local and overseas) is 5,000,000 per day and maximum ATM withdrawal (local and overseas) is 1,000,000 MMK per day, but overseas ATM withdrawal may be lower than 1,000,000 MMK and this limit will change according to overseas ATM limitations.

8.2. The amount of fees and charges payable by the Cardmembers shall be decided by the Bank and may change from time to time.

8.3. All charges payable under this Agreement are payable as well after as before judgement.

8.4. The Bank is authorized to debit the annual card fee upfront from the primary account linked to the Card. If the primary linked account does not have sufficient balance, the Bank may recover the annual fee from any other account(s) maintained by the Cardholder with the Bank.

8.5. The Cardmember shall be liable to pay for all goods and services tax, all other taxes imposed on or payable in respect of any amount incurred on or debited to the Account, and the Bank is entitled to debit the amount of such tax(es) to the Account.

8.6. The Bank is entitled to debit the Account at any time in respect of any sum howsoever due and owed to the Bank by the Cardmember whether in respect of a Card Transaction, an ATM Card Transaction, fees or charges or otherwise and notwithstanding that the Account would be overdrawn as a result.

9. PIN AND USE AT ATMS AND FOR OTHER SERVICES

9.1. If a PIN is issued to the Cardmember to allow the Cardmember to use the Card at any ATM, or for Cash Out services, the following additional Terms apply:

- (a) the PIN may be collected by the Cardmember or in any other manner to the Cardmember at the Cardmember's sole risk;
- (b) the Cardmember must not disclose the PIN and must take all care to prevent the PIN from becoming known, to any other person;
- (c) As no one can use the Card at an ATM or for Cash Out services without the PIN, the Cardmember is liable for all Card Transactions and ATM Card Transactions effected by the use of the Card at any ATM or for Cash Out services whether or not such use is authorised by or known to the Cardmember;
- (d) without prejudice to the generality of Clause 18, where the Card or the PIN issued to the Cardmember is used to effect transactions or to obtain facilities, benefits or services which could also be effected or obtained by the use of an ATM Card at any ATM and any other card operated machine or device, the Card is deemed to be an ATM Card for such purposes and the transaction, an ATM Card Transaction and the terms and conditions in respect of the use of the ATM Card then prevailing will govern all such transactions, facilities or services so effected or obtained;
- (e) the amount of any ATM Card Transaction, if denominated in a currency other than Myanmar Kyats, will be converted to Myanmar Kyats at such time and rate of exchange determined by the Bank in accordance with its usual practice, before being debited to the Account;
- (f) the Bank is entitled, in its absolute discretion, to change, de-activate or revoke the use of the PIN at any time without giving any reason whatsoever and without prior notice to the Cardmember.

10. CURRENCY OF TRANSACTION

If a Card transaction is made in a foreign (non-Myanmar Kyat) currency, we will convert the transaction amount into US dollars then to Myanmar Kyats according to our usual practice.

11. LOSS OR THEFT OF CARD/ DISCLOSURE OF PIN

11.1. The Cardmember must safeguard the Card and must ensure the PIN is not disclosed to any person.

11.2. If the Card is lost, stolen or not received or if the PIN is disclosed, the Cardmember's liability will not be unlimited if you take the following steps: -

- (a) the Cardmember immediately notify and give the Bank written notice thereof; and
- (b) the Cardmember assists in the recovery thereof or to stop the use of the Card; and
- (c) the Cardmember furnishes to the Bank at its request, a statutory declaration in such form as the Bank may request, a police report and any other document or information as the Bank and/or the police may require; and
- (d) the Bank is satisfied that such loss, theft or disclosure is not due to the Cardmember's negligence, fraudulent act or default.

11.3. The Cardmember who notifies the Bank that his/ her Card has been lost, stolen or PIN disclosed shall not be liable for any Card Transaction effected after the Bank has received the Cardmember's notification of such loss, theft or disclosure.

- 11.4. (a) If the lost or stolen Card is recovered, the Cardmember must immediately return the Card to the Bank cut in half without using it.
- (b) The Cardmember must not use the PIN after reporting to the Bank that the PIN has been disclosed.

11.5. The Bank may, in its absolute discretion, issue a replacement Card or a new PIN upon such terms and conditions as the Bank may deem fit, and the Bank reserves the right to charge a handling fee.

12. TERMINATION

12.1. The Cardmember may terminate the use of his/ her Card by giving the Bank written notice of termination and returning to the Bank the Card cut in half, whereupon the use of the Card will be terminated.

12.2. The Bank may at any time in its absolute discretion without notice and without giving any reason terminate the Cash Out services or use of the Card. Without prejudice to the generality of the foregoing, the Bank may terminate the use of the Card, upon the occurrence of any one or more of the following events:

- (a) the Cardmember entering or proposing to enter into a scheme of arrangement or other similar proceedings;
- (b) the bankruptcy, insolvency, death or incapacity of the Cardmember; and/ or
- (c) any breach by the Cardmember of this Agreement; and/ or
- (d) any change in the financial condition of the Cardmember; and/ or

12.3. If the use of the Card is terminated by the Bank for any reason, the Cardmember must forthwith return the Card to the Bank cut in half.

12.4. There will be no refund of any annual or other fees payable upon the termination of the Account for any reason.

12.5. The Cardmember's obligations under this Agreement will continue notwithstanding the termination of the use of the Card or closure of the Account by any party for any reason. The Bank shall remain entitled to debit the Account or other account(s) of the Cardmember maintained with the Bank, with outstanding charges and/ or Card Transactions that are carried out before or after termination of the Card and/ or the Account. Until such charges and/or transactions are paid in full, the Cardmember shall remain liable to the Bank.

13. EXCLUSION OF LIABILITY

13.1. (a) The Bank is not responsible for products, goods or services supplied by any merchant, establishment, the Participant or Participating Outlet or the quality or performance of any contract or quality of any product, good or service supplied pursuant to or in relation to any Card Transaction and/or any ATM Card Transaction. Cardmembers are to seek redress directly from such merchant, establishment, the Participant or Participating Outlet in respect of such products, goods or services.

(b) The liability of the Cardmember owing to the Bank is not affected by any dispute or counterclaim or right of set-off which the Cardmember may have against such merchant, establishment, the Participant or Participating Outlet. In particular, the Bank shall be entitled to debit the Account in respect of any Card Transaction and/or any ATM Card Transaction notwithstanding the incomplete or non-performance of any contract, or the incomplete or non-delivery of or any defect in any product, good or service obtained pursuant to that Card Transaction and/or any ATM Card Transaction.

(c) The Cardmember will not hold the Bank or any card brands with which the Bank has a contractual relationship (including but not limited to UnionPay International Service Association or MPU association) responsible for the availability, use, act, omission, loss or damage suffered howsoever arising from and in connection with the use of any medical, legal or transportation service.

(d) The Bank is not liable for any Loss a Cardmember may incur in connection with the use of the Card or ATM Card howsoever arising.

13.2. The Bank shall not be responsible or liable in any way to the Cardmember for any inconvenience, loss, damage, cost or expense of any nature or embarrassment or injury suffered or incurred by the Cardmember or any third party resulting from, arising out of or in connection with any of the following: -

- (a) if any merchant, establishment, the Participant or Participating Outlet refuses to accept or honour the Card for any reason;
- (b) any refusal by the Bank to authorise or approve any Card Transaction or ATM Card Transaction;
- (c) if the Cardmember is deprived of the use of any services, machinery, equipment, products and/ or systems (whether electronic, telecommunicative or otherwise) as a consequence of any action by the Bank or any merchant, establishment, the Participant or Participating Outlet;
- (d) if the Bank is unable to perform its obligations under this Agreement due, directly or indirectly, to the failure, defect or malfunction of any machine, system of authorisation, data processing or communication system or transmission link or any industrial dispute, war, Act of God or anything outside the control of the Bank, its servants or agents;

- (e) for any injury to the credit, character and reputation of the Cardmember in and about any repossession of the Card or any request for its return;
- (f) any damage to or loss of or inability to retrieve any data or information that may be stored in any microchip or circuit howsoever caused or any failure in the performance or function or breakdown or disruption of any of the Bank's computers (whether hardware or software), machinery, equipment, products and/ or systems (whether electronic, telecommunicative or otherwise) maintained by, used for, by the Bank or in connection with the Bank's business or otherwise whatsoever, including but not limited to the failure or inability of such computers, machinery, equipment, products and systems or any one or more of them to accept, recognise, store, process and/or transmit dates or data with respect to dates; and
- (g) the unauthorised use of the Card and/or Account or any facilities in connection therewith, any Card Transaction or ATM Transaction effected by an unauthorised person.

13.3. Without prejudice to the generality of the provisions of this Clause 13, the Bank is not liable in any way to the Cardmember for any other loss, damage, cost or expense of any nature arising out of or in connection with the use of the Card and/or this Agreement.

13.4. Without prejudice to the generality of the provisions of this Clause 13, the Bank is not liable in any way to the Cardmember for any inconvenience, loss, damage, cost, expenses or embarrassment of any nature due to or arising from: -

- (a) any delay in the release of any amount placed on hold on the Account;
- (b) any failure by the Bank to honour cheques drawn or follow payment instructions (including but not limited to GIRO or other standing payment instructions) given by the Cardmember or anyone due to insufficient available balance in the Account which but for the amount placed on hold or the delay in releasing the hold, would have a sufficient available balance to honour such cheques or follow such payment instructions;
- (c) any hold placed on the Account upon receipt of a request for authorisation of a Card Transaction or notice of a Card Transaction or ATM Card Transaction or a request for payment was presented to the Bank (including but not limited to a presentment by electronic means) notwithstanding that such requests or notices were unauthorised or forged or that the Card Transaction or ATM Card Transaction was not carried out or was rescinded.

14. CHANGE OF THIS AGREEMENT

We may add to or change the terms in this terms and conditions from time to time in accordance with our usual practice. The change or addition will take effect immediately on the date specified in the notice and you will be bound by the new agreement and deemed to have accepted the change or addition without reservation.

15. CONSENT TO DISCLOSURE OF INFORMATION

15.1. The Cardmember agrees that the Bank is entitled, in its absolute discretion, at any time and without notice or liability, to disclose any particulars of the Account, the Cards, the POS Records, any Card Transaction, any ATM Card Transaction, any other information in relation to the Cardmember, the Cards and/or the Cardmember's use of the Cards to:

- (a) any participant or merchant or establishment which accepts the Card;
- (b) any member of MPU or UnionPay Service Association;
- (c) any of the Bank's related companies or corporations, representative offices, branches (wheresoever situated), its agents, servants, correspondents, independent contractors and/ or associates;
- (d) any bank or financial institution;
- (e) any party involved in facilitating, effecting or processing the Card Transactions and/ or ATM Card Transactions;
- (f) any person or organisation providing electronic or other services, for the purpose of assessing, engaging, obtaining, operating, maintaining and upgrading the services (including any investigation of discrepancies, errors or claims);
- (g) any person or organisation engaged for the purpose of performance of services or operational functions where these have been outsourced;
- (h) any agent for the purpose of printing personalized cheque, statements, advices, correspondences or any other related document; any information garnering or processing organisation or consultant or entity
- (i) conducting surveys or analysis or research or developing system applications for the Bank; any person for the purpose of marketing or promoting any services or
- (j) products whether by the Bank of any third party; the police or any public officer conducting an investigation;
- (k) credit card companies and financial institutions in connection with Credit
- (l) Card enquiries or use of the ATM Card;

- (m) any government or quasi-governmental agency or authority or court of the jurisdiction where the Card is used or where a branch of the Bank is located;
- (n) any person for the purpose of collecting or recovering on the Bank's behalf, or for securing for the benefit of the Cardmember the benefit, or for the repayment on the Cardmember's behalf, any sums of money owing to the Bank from the Cardmember;
- (o) any credit bureau of which the Bank is a member or subscriber or credit reference agents;
- (p) auditors and professional advisors including lawyers and receiver appointed by the Bank;
- (q) any joint account holder(s) of the Account or any person authorised to operate the Account or any guarantor or security provider of the Account;
- (r) any actual or potential participant or sub-participant relating to any of the Bank's obligations under the banking agreement between the Cardmember and the Bank, or assignee, novatee or transferee;
- (s) any rating agency, business alliance partner, insurance company, insurer, insurance broker or direct or indirect provider of credit protection; and
- (t) any other person the Bank considers it in its interest to make such disclosure, (and each of the foregoing persons similarly may disclose to the Bank and to each other) full particulars of the Account, the Cards, the POS Records, any Card Transaction or ATM Card Transaction and any other information in relation to the Cardmember, the Cards and/or the Cardmember's use of the Cards where such disclosure is required by law or where the Bank deems appropriate, necessary or desirable in connection with its provision of services and the enforcement of any rights and/ or performance of any obligation in respect of or in connection with the Account and/ or this Agreement or whenever the Bank considers it in its interest to make such disclosure.

15.2 The Cardmember agrees that the signing of the application for the Card by the Cardmember shall constitute the written permission of that Cardmember for any such disclosure for the purposes of disclosures imposed by law. The Bank's rights under this Clause 15 shall be in addition to and shall not prejudice other rights of disclosures under the Banking regulation of the Central Bank of Myanmar.

- 15.3 (a) The Bank has set out Terms and Condition in relation to collection, use and/ or disclosure of personal data in Bank's Privacy Notice (Individual) (available at www.mabbank.com and the Bank's branches) which forms part of the Terms and Conditions governing the Cardmember's relationship with the Bank. The Cardmember confirms that the Cardmember has understood and accepted the Privacy Notice (Individual), and the Cardmember consents to the Bank collecting, using, and disclosing the Cardmember's personal data as described in the Bank's Privacy Notice (Individual).
- (b) The Cardmember agrees that, where the Card is a co-brand Card ("Co-brand Card"), all personal data provided by the Cardmember for the Co-Brand Card and information and details of the Cardmember's Co-Brand Card Account(s) which may be issued to the Cardmember and transactions made thereunder may be shared by the Bank with the respective co-brand partner associated with the Co-Brand Card ("Co-Brand Partner") to enable the Co-Brand Partner and its agents and authorised service providers to collect, use and disclose personal data of the Cardmember to any person the Co-Brand Partner deems appropriate or necessary for the purposes of: -
- (i) processing this application and providing services associated with the Co-Brand Card Account;
 - (ii) offering, marketing or promoting any promotion or offer relating to the Co-Brand Card Account;
 - (iii) administering any benefit, privilege and term applicable to the Co-Brand Card Account;
 - (iv) offering, marketing or promoting any product and/or service provided by the Co-Brand Partner; and
 - (v) conducting research or analysis relating to any product and/or service provided by the Co-brand Partner, whether conducted by the Co-Brand Partner(s) or jointly with any other party.
- (c) The Cardmember acknowledges and agrees that the Bank and the Co-Brand Partner will be separately collecting, using and disclosing the Cardmember's personal data and each party shall only be responsible for its own collection, use or disclosure of the personal data of the Cardmember, and shall not be liable for the other party's handling or use thereof. The Cardmember agrees to directly address any queries, access or correction requests, or complaints in relation to the handling of the personal data of the Cardmember to the relevant party.

16. PRIVILEGE SCHEME

16.1. The Card issued to the Cardmember may carry various Privilege Schemes, rewards programmes, benefits or privileges from time to time on the Cardmember's use or purchase of products, goods or services from establishments participating in various schemes. The Bank, however, reserves the right to add, modify or cancel such benefits or privileges from time to time.

16.2. Notwithstanding anything herein, the Bank shall not at any time be responsible

or be held liable for the Cardmember's purchase of products, goods or services from the establishments participating in the Privilege Scheme.

17. CONTACTLESS READERS AND TRANSACTIONS

17.1. The Card may be used to carry out Card Transactions at all point-of-sale terminals and at such other readers or systems as the Bank may from time to time approve. The first Card Transaction on a Card shall be subject to such activation and authentication procedures as the Bank may in its sole and absolute discretion prescribe from time to time.

17.2. The Cardmember may use their Cards to effect Card Transactions at UnionPay QuickPass readers. An UnionPay QuickPass reader is a point-of-sale device (as approved by the Bank in its sole and absolute discretion from time to time) at which the Card may be used to execute Card Transactions, either by tapping or waving the Card against such reader. A Cardmember may use the Card to effect any number of Card Transactions on UnionPay QuickPass readers ("Contactless Transactions"). Signature, PIN or other authentication on the part of the Cardmember may be required for each Contactless Transaction for certain amount exceeds.

17.3. Any usage of a card at any UnionPay QuickPass readers, if permitted by the Bank shall be subject to such Terms and Conditions as the Bank and UnionPay may agree from time to time.

17.4. Without prejudice to the foregoing, the Cardmember undertakes to be liable for all Contactless Transactions incurred using UnionPay QuickPass regardless of whether the Contactless Transactions were properly authorised by the Cardmember. In this regard, the Cardmember acknowledges the ease of which unauthorised Contactless Transactions may be carried out and accepts the risk of unauthorised Contactless Transactions.

18. GENERAL

18.1. The Bank shall be entitled (but not obliged), at its sole discretion, to rely and act on any communication, requests or instructions which the Bank in its sole opinion believes emanate from the Cardmember (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without the Cardmember's consent or authority), and any action taken by the Bank pursuant thereto shall bind the Cardmember and the Bank shall not be liable to the Cardmember for any loss or damage incurred or suffered by it as a result of such action. The Bank shall not be under any duty to verify the identity of any person communicating purportedly as or on behalf of the Cardmember.

18.2. The Cardmember must indemnify and keep the Bank fully indemnified against all claims, demands, action, proceedings, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) suffered, incurred or sustained by the Bank, directly or indirectly, by reason of or in connection with this Agreement, including without limitation:

- (a) any use or misuse of the Card including, without limitation, all Card Transactions and all ATM Card Transactions regardless of whether or not authorisation has been sought and/or given; and/ or
- (b) breach of any provision of this Agreement on the part of the Cardmember; and/ or
- (c) the enforcement or protection of the Bank's rights and remedies against the Cardmember under this Agreement; and/ or
- (d) an insufficiency of available funds in the Account to meet a request for payment of any Card Transaction or any ATM Card Transaction or settlement of any other liability hereunder. In this respect, the Bank may in its discretion allow the Account to be overdrawn and charge such payment or settlement to the Account together with any interest thereof as the Bank may deem fit; and/ or
- (e) any change in any law, regulation or official directive which may have an effect on the Account and/ or this Agreement.

18.3. The Bank may in its absolute discretion at any time and without prior demand or notice combine or consolidate any and all Account(s) maintained by the Cardmember with the Bank and/ or set-off or transfer any sum standing to the credit of any or all such account(s) in or towards the discharge or payment of any and all sums due to the Bank from that Cardmember on any other account including the Account designated hereunder or under this Agreement and the Bank shall be entitled to exercise this right notwithstanding that the balance due to the Bank on any account is not overdue and/or the use of the Card or the Account has not been closed or terminated.

18.4. The Bank is entitled to apply any and all payments it receives from or for the account of the Cardmember in such manner and order and to such Card Transaction as it may determine or select regardless of any specific appropriation made by the Cardmember or any person making such payment(s).

18.5. If any one or more of the provisions of this Agreement or any part thereof is declared to be illegal, invalid or unenforceable under any applicable law, it will not affect

the legality, validity or enforceability of the remainder of this Agreement in such jurisdiction or the legality, validity or enforceability of this Agreement in any other jurisdiction.

18.6. This Agreement covers the use of the Card issued by the Bank, which is additional to those governing the operation of the Account and any other agreements that the Cardmember has with the Bank. In the event of inconsistency, this Agreement shall prevail with respect to the use of the Card.

18.7. The remedies under this Agreement are cumulative and are not exclusive of the remedies provided by law.

18.8. No forbearance or failure or delay by the Bank in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver thereof on the part of the Bank; and no waiver by the Bank of any breach of this Agreement on the part of the Cardmember is to be considered as a waiver of any subsequent breach of the same or any other provision of this Agreement.

18.9. This Agreement is not assignable or transferrable by the Cardmember but may be assigned or transferred by the Bank.

18.10. Conclusiveness of Documents

- (a) Any document relating to any Card Transaction bearing the signature of the Cardmember shall be conclusive evidence of the fact that the Card Transaction therein stated or recorded was authorised and properly made or effected by the Cardmember. Statements of Account can be viewed at MAB iBanking.
- (b) If the Cardmember does not notify the Bank in writing of any inaccuracy or error in the Statement within 14 days of the receipt or deemed receipt of such Statement, it shall constitute conclusive evidence that:-
 - (i) every Card Transaction and ATM Card Transaction stated therein has been effected by the Cardmember; and
 - (ii) every charge stated therein, every amount debited therein has been validly and properly incurred or debited in the amount stated therein.
- (c) Nothing in this Clause 18.10 shall prevent the Bank from rectifying any errors, omissions in any Statement, POS Records or advice and any such amended Statement, POS Records or advice shall be binding on the Cardmember.

18.11. (a) All Statements, POS Records, notices, requests, instructions, demands and other notification and communication under this Agreement may be served by personal delivery, ordinary post, facsimile transmission, electronic mail and/or through the Internet or any other electronic medium chosen by the Bank to the Cardmember's last known address relating to the Account, the Card or otherwise (whether within or outside Myanmar and whether such address is a Post Office Box or is a place of residence or business), facsimile number, electronic mail address or other contact number or address as may be provided or disclosed to the Bank or its solicitors and/or published in such manner as the Bank may select. The Bank may also notify and communicate with the Cardmember electronically via the Services, through the display of notices at the Bank's branches or on the Bank's ATMs or website or the statement of Accounts the Bank sends to the Cardmember or in a daily newspaper or via radio or television broadcasts. All such communication is deemed to have been effectively served on and received by the Cardmember on:

- (i) the date of delivery if delivered by hand; and
 - (ii) on the date of transmission if by facsimile transmission, electronic mail, SMS or through the Internet or any other electronic medium chosen by the Bank; and
 - (iii) on the day immediately after the date of posting if sent by post; and
 - (iv) on the date of publication if published; and
 - (v) on the date of display or posting if displayed at the Bank's branches or on the Bank's ATMS or posted on the Bank's website; and
 - (vi) on the date of advertisement if advertised in the newspaper; and
 - (vii) on the date of broadcast if broadcast via radio or television.
- (b) The Bank shall not be responsible for what may happen to notices or communications after they are sent, for example, if any notice or communication is delayed, intercepted, lost, fails to reach or is disclosed to any one during transit.

18.13. The Bank may serve any writ of summons, statement of claim, statutory demand, bankruptcy application or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on the Cardmember by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Myanmar and whether such address is a Post Office Box or is a place of residence or business) as may be provided or disclosed to the Bank or its solicitors. Such legal process or document is deemed to have been duly served on the Cardmember even if it is returned undelivered: -

- (a) on the date of delivery, if sent by hand and/or left at the last known address; or
- (b) on the date immediately following the date of posting, if sent by post.

Service of such legal process is deemed to be good and effective service of such legal process on the Cardmember and nothing in this Agreement shall affect the Bank's right to serve legal process in any other manner permitted by law.

18.14. This Agreement is governed by and construed in accordance with Myanmar law. The Cardmember hereby submits irrevocably to the exclusive jurisdiction of the Courts of Myanmar with respect to any claim or dispute concerning or arising from this Agreement or any Card Transaction or any ATM Card Transaction.

19. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total aggregate liability of the Bank in respect of any claims from the Cardmember(s) arising out of or resulting from or in any way related to any cause, including but not limited to negligence errors and omissions of the Bank officer(s) is capped at MMK 1,000,000 (Myanmar Kyats one million) or the actual amount of the Cardmember's proven claim, whichever is lower.

20. ADDITIONS AND CHANGES TO TERMS AND CONDITIONS

The Bank reserves the right to add to or make changes to these Terms and Conditions from time to time by any means or manner we deem fit, including but not limited to posting on the Bank's website. Such additions and changes shall be effective on the date specified by the Bank, and you shall be bound by such new Terms and Conditions and deemed to have accepted the changes or additions without reservation.

A copy of this agreement is posted onto www.mabbank.com for your reference.

In witness here of ,the cardholder
has signed in my presence.

Cardholder

Branch Manager

Signature

Name

NRC

Passport No.

Address

Signature

Name

NRC

Branch Address