



ONEPAY GENERAL TERMS AND CONDITIONS

1 General

1.1 These general terms and conditions (“**Terms**”) governs OnePay’s business relationship with you. These Terms and will apply to your use of the OnePay Services, the Application, and all Transactions made through the Application.

1.2 These Terms apply in addition to and do not derogate from the Agreement, 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, and/or the Wallet T&C, which shall apply to the Wallet Services.

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

1.4 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. Your continued use of the Application shall constitute your agreement to these Terms and any future revisions.

2 Definitions

2.1 In these Terms unless the context requires otherwise:

“**Agreement**” shall mean the Agreement between: OnePay, the Business User and the Bank as defined in the Merchant Agreement or the Cooperation Agreement.

“**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” comprising of both a business platform and a consumer platform whereby:

- (a) Merchants and Partners may make available Merchant Offerings or Partner Offerings to Personal Users and receive electronic payment via the linkage between the Application and the Wallet Services;
- (b) Personal Users may access and purchase Merchant Offerings or Partner Offerings, make electronic payment via the linkage between the Application and the Wallet Services and receive electronic payment via the Wallet Services; and
- (c) Cash Agents may provide cash-in/cash-out services to Personal Users via the linkage between the Application and the Wallet Services.

“**Application Form**” means the separate application form which forms part of the Agreement;

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

“**Bank**” means such banks, financial institutions and/or associations which facilitate the OnePay Services, as specified in the Merchant Agreement or Cooperation Agreement.

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

“**Business User**” means any User who is either a Partner, a Merchant, a Cash Agent or a combination of the aforementioned;

“**Business User Account**” means the account created and accessed by the Business User on the Application;

“**Business User Application**” means the Application Form of Partners, Merchants or Cash Agents;

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

“**Cash Agent(s)**” means such Users who are authorized by OnePay to provide Cash Agent Services;

“**Cash Agent Details**” is as defined in Clause 8.5 below;

“**Cash Agent Services**” is as defined in Clause 8.1 below;

“**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;

“**Fees**” means the amounts payable by the Merchant or Partner as set out in the Application Form and SCHEDULE 1 which forms part of the Agreement.

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

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

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

“**Merchant**” means such sellers and providers of goods and services to Personal Users of OnePay Services through the Application.

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

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

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

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

“**OnePay Services**” means all or any of the services provided by OnePay to the Users including but not limited to the services, content and transaction capabilities on the Application.

“**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.

“**Partner**” means such enterprises which offer their goods, services or other benefits to Personal Users of OnePay Services through the Application.

“**Partner Offerings**” means all such goods and/or services and/or other benefits offered by a Partner to Personal Users through the Application.



“Personal User” means any User who purchases and/or utilizes goods and/or services (including cash-in/cash-out services) through the Application.

“Privacy Policy” means our privacy policy which can be accessed at www.onepay.com.mm;

“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.

“Transactions” means payment transactions using the Application and Wallet Accounts. The various types of Transactions include but are not limited to money transfer payments and receipts, utility payments, deposits, withdrawals and payments for the purchase of goods and/or services from Merchants or Partners.

“User” means a user of the Application who may purchase and/or sell goods and/or services and/or otherwise transfer credits in their respective Wallet Accounts through the Application.

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

“Wallet Account” means the account maintained by each User with the Bank which are linked to the relevant User’s account in the Application.

“Wallet Services” means the services provided by the Bank as set out in the Wallet T&C.

“Wallet T&C” means the terms and conditions governing the Wallet Services between the Bank and the Users.

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 References to the recitals and schedules are to the recitals and Schedules to these Terms and the said recitals and schedules shall be taken, read and construed as essential part of these Terms.

2.4 The headings of each of the provisions herein contained are inserted merely for convenience of reference and shall be ignored in the interpretation and construction of any of the clauses and provisions herein contained.

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

2.6 Where an act is required to be done within a specified number of days after or from a specified date, the period is inclusive of and begins to run from the date so specified.

2.7 The words “herein” and “hereunder” and words of similar import, when used in these Terms, shall where the context requires or allows, refer to these Terms as a whole and not to any particular provision of these Terms.

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

2.9 A reference to the “law” includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in each case of any jurisdiction whatsoever and “lawful” and “unlawful” shall be construed accordingly.

3 Use of Application

3.1 Subject to your compliance with these Terms, OnePay grants you a limited non-exclusive, non-transferable license to download and install a copy of the Application on a mobile device that you own or control and to use the Application and the content made available in it for your commercial purposes.

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

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

companies.

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

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

3.6 OnePay may at any time issue OnePay Operating Regulations by publishing a copy of the OnePay Operating Regulations on OnePay’s website, with or without any notice to you. Such OnePay Operating Regulations will be incorporated into these Terms. Your continued use of the Application after the publication of OnePay Operating Regulations on OnePay’s website shall be deemed as your acceptance of the OnePay Operating Regulations.

3.7 Some clauses in these Terms are intended to apply to Merchants or Partners only, and some clauses in these Terms are intended to apply to Cash Agents only. Some Business Users are both Partners, Merchants and Cash Agents, and the clauses which only apply to Partners and Merchants will apply to them when they carry out Transactions as Partners or Merchants, while the clauses which only apply to Cash Agents will apply to them when they carry out Transactions as Cash Agents.

4 Applicable to Merchants and Partners only: Scope and nature of the OnePay Services

4.1 Through the Application, we provide an online platform where you may:

- 4.1.1 display your Merchant Offerings or Partner Offerings to Personal Users;
- 4.1.2 make purchases and/or perform Transactions with Personal Users;
- 4.1.3 make top ups to your Wallet Account from Bank Accounts or Cards linked to your Wallet Account or via Authorised Cash Agents;
- 4.1.4 make cash withdrawals from your Wallet Account to Bank Accounts linked to your Wallet Account or via Authorised Cash Agents; and
- 4.1.5 perform such other Transactions or services as we may offer from time to time.

4.2 Except for our role in offering the OnePay Services, we are not involved in any underlying transaction between you or any other User.

4.3 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 OnePay 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.

4.4 Each Personal User that you transact with is responsible for making payment in the manner agreed between you and the Personal User. In such a case, you enter into a direct and legally binding contractual relationship with the respective Personal User. We act solely as an intermediary between you and the respective Personal User 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 Application and Transactions made.

4.5 In the event that you would like to impose additional terms and conditions on the Personal Users (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 the Personal Users prior to the time that you transact with the Personal User.

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

- 4.6.1 your Business User Account details;
- 4.6.2 the identity of the Personal User;
- 4.6.3 the amount of the disputed Transaction;



- 4.6.4 the details of your disagreement with the Personal User, including any steps already taken to resolve the issue and copies of supporting documentation (such as email correspondence, receipts, shipping confirmations etc.); and
- 4.6.5 any additional information or documentation as we may reasonably request.

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

4.8 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.

5 Applicable to Merchants and Partners only: Merchant Offerings/ Partner Offerings & Responsibilities

5.1 The location, the form in which the Merchant Offerings or Partner Offerings are displayed on the Application and the manner of their promotion shall be determined by OnePay at its sole discretion. You shall provide OnePay with the desired form and text of the intended Merchant Offering or Partner Offering, which shall comply with any requirements provided to you by OnePay, as may be revised from time to time.

5.2 OnePay reserves the continuing right in its sole discretion to cease provision of the OnePay Services, to reject, revise, or discontinue any Merchant Offerings or Partner Offerings, at any time and for any reason in OnePay's sole discretion, and to terminate the Merchant Offerings or Partner Offerings and to remove all references to the Merchant Offerings or Partner Offerings from the Application at its sole discretion and with no obligation to provide any explanation. In particular, OnePay may remove or suspend the availability of any Merchant Offerings or Partner Offerings from the Application at any time, with no obligation to provide any reasons whatsoever. You shall have no claims and/or demands against OnePay in the event of a removal, suspension or disablement of any Merchant Offerings or Partner Offerings.

5.3 You shall provide OnePay with not less than 14 days' written notice before any Merchant Offering or Partner Offering may be uploaded on the Application, removed from the Application or amended. OnePay reserves the right to accept or reject any requests for changes to Merchant Offerings or Partner Offerings at its absolute discretion or to impose additional fees.

5.4 You shall continue to fulfil all prior obligations to Users with respect to any Transactions made on or before the date that such Merchant Offerings or Partner Offerings are removed from the Application. If you make any change to the pricing of any Merchant Offerings or Partner Offerings, such change in price will only take effect upon posting of the amended Merchant Offering or Partner Offering.

5.5 You acknowledge that the OnePay Services may not be assigned, resold, shared or offered to third parties.

5.6 You agree to co-operate fully with OnePay to foster for Users a positive experience in their use of the Application and to provide OnePay on a timely basis with information concerning the Merchant Offerings or Partner Offerings, associated terms and conditions, and other related information or data relevant to the listing of the Merchant Offerings or Partner Offerings on the Application. In particular, you agree to be solely responsible for:

- 5.6.1 ensuring the accuracy, correctness and completeness of all information and other materials provided to OnePay, uploaded or displayed on the Application;
- 5.6.2 ensuring that no information or data provided to OnePay for upload or display on the Application is unlawful, libellous, defamatory, obscene, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, infringing any Intellectual Property Rights or proprietary right of any other party or is otherwise

objectionable;

- 5.6.3 ensuring that the Merchant Offerings or Partner Offerings comply in all respects with all applicable laws, rules, and regulations (including, without limitation, export/import, registration, labelling, manifesting, health, safety, occupational and environmental laws, rules, and regulations), whether of Myanmar or any other country in which you operate;
- 5.6.4 complying with all applicable laws, including laws in relation to anti-money laundering, and OnePay's prevailing privacy policy;
- 5.6.5 negotiating, documenting, and concluding all Transactions;
- 5.6.6 paying, depositing, collecting, and withholding, to the extent required by applicable law, any and all taxes in any way attributable to the Transactions;
- 5.6.7 issuing any invoices or receipts (in electronic form or otherwise) which may be required to be delivered in your name to Users;
- 5.6.8 all customer service in connection with the Merchant Offerings or Partner Offerings and for supplying all goods and/or services to Users stated in the Merchant Offerings or Partner Offerings;
- 5.6.9 any customer loyalty programs (if any) associated with the Merchant Offerings or Partner Offerings; and
- 5.6.10 all injuries, illnesses, damages, claims, liabilities and costs that a User may incur or suffer as a result of or arising from the Merchant Offerings or Partner Offerings.

For the avoidance of doubt, OnePay has no responsibility or liability of any kind for the Merchant Offerings or Partner Offerings and for all materials that appear on or within the Merchant Offerings or Partner Offerings.

5.7 You further agree that you shall:

- 5.7.1 not impose any surcharges of its own for accepting any payments through the Application or process, receive payment on behalf of or redirect any payments to another party;
- 5.7.2 use commercially reasonable efforts to avoid soliciting as potential customers any individuals who are less than 18 years old. OnePay reserves the right to refuse to provide the OnePay Services for Transactions with minors;
- 5.7.3 provide OnePay with complete and correct information to enable OnePay to provide the OnePay Services; and
- 5.7.4 use its best efforts to prevent unauthorized use of, or unauthorized access to the OnePay Services and be solely responsible to OnePay for any losses, breaches, or other damages that result from any unauthorized use of, or unauthorized access to the OnePay Services.

6 Applicable to Merchants and Partners only: Fees & Commission

6.1 You shall be required to pay the Fees as set out in the Agreement for the OnePay Services and the Wallet Services.

6.2 We reserve the right to charge commissions for the amounts of any Transactions 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 OnePay Services. All such fees, charges, commissions and payments collected or paid are denominated in Myanmar Kyat.

6.3 You further acknowledge and agree that we may receive a commission or an affiliate fee from Personal Users for Transactions entered into by you using the OnePay Services.

6.4 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.

7 Applicable to Cash Agents only: Scope and nature of the OnePay Services

7.1 Through the Application, we provide an online platform where you may:

- 7.1.1 display your Cash Agent Details;
- 7.1.2 perform Transactions to enable you to offer Cash Agent Services; and
- 7.1.3 perform such other Transactions or services as we may offer from time to time.

7.2 Except for our role in offering the OnePay Services, we are not involved in any underlying transaction between you or any other User.

7.3 In performing Cash Agent Services, you agree that OnePay shall have no responsibility for any dispute arising from 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.

7.4 Each User that you transact with is responsible for making payment in the manner agreed between you and the User. In such a case, you enter into a direct and legally binding contractual relationship with the respective User. We act solely as an intermediary between you and the respective User 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 Application and Transactions made.

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

- 7.5.1 your Business User Account details;
- 7.5.2 the identity of the User;
- 7.5.3 the amount of the disputed Transaction;
- 7.5.4 the details of your disagreement with the User, including any steps already taken to resolve the issue and copies of supporting documentation; and
- 7.5.5 any additional information or documentation as we may reasonably request.

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

7.7 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.

8 Applicable to Cash Agents only: Cash Agent Services, Cash Agent Responsibilities and Cash Agent Details

8.1 As a Cash Agent, you shall provide the following services ("Cash Agent Services") through the Application:

- 8.1.1 perform Transactions with Users to assist Users in converting Myanmar Kyat to credits in the User's Wallet Account by entering into a Transaction through the Application to transfer credits from your Wallet Account to the User's Wallet Account, and accepting Myanmar Kyat from the User in lieu of the transferred Wallet Account credits; and
- 8.1.2 perform Transactions with Users to assist Users in converting credits in the User's Wallet Account to cash by receiving Wallet Account credits from the User (i.e. by instructing the User to entering into a Transaction through the Application to transfer credits from the User's Wallet Account to your Wallet Account), and giving Myanmar Kyat to User in lieu of such transferred Wallet Account credits.

8.2 You shall not be entitled to impose fees, costs and charges to

Users in performing Cash Agent Services, save as expressly authorised by us.

8.3 You shall maintain adequate manpower and resources to ensure that you are able to provide the Cash Agent Services during your operating hours as reflected on the Application.

8.4 Subject to these Terms, you may instruct OnePay to reflect on the Application your Cash Agent Details.

8.5 You may request to display the following details ("Cash Agent Details") on the Application:

- 8.5.1 Name and the fact that you provide Cash Agent Services;
- 8.5.2 Your address and contact details;
- 8.5.3 Your operating hours;
- 8.5.4 Whether you require any minimum or maximum Transaction value;
- 8.5.5 Whether you require Transactions to be in multiples of any amount, and if so, the what is the amount.

8.6 The location, the form in which your Cash Agent Details are displayed on the Application and the manner of their promotion shall be determined by OnePay at its sole discretion. You shall provide OnePay with the desired form and text of your Cash Agent Details, which shall comply with any requirements provided to you by OnePay, as may be revised from time to time.

8.7 OnePay reserves the continuing right in its sole discretion to cease provision of the OnePay Services, to reject, revise, or discontinue displaying your Cash Agent Details, at any time and for any reason in OnePay's sole discretion, and to remove all references to your Cash Agent Details from the Application at its sole discretion and with no obligation to provide any explanation. You shall have no claims and/or demands against OnePay in the event of a removal, suspension or disablement of the display of your Cash Agent Details.

8.8 You shall provide OnePay with not less than 14 days' written notice before any Cash Agent Details may be uploaded on the Application, removed from the Application or amended. OnePay reserves the right to accept or reject any requests for changes to the Cash Agent Details at its absolute discretion or to impose additional fees.

8.9 You shall continue to operate in the manner described by Cash Agent Details reflected on the Application up until such time as the content of the relevant Cash Agent Details as reflected on the Application are removed or amended (as the case may be).

8.10 You acknowledge that the OnePay Services may not be assigned, resold, shared or offered to third parties.

8.11 You agree to co-operate fully with OnePay to foster for Users a positive experience in their use of the Application and to provide OnePay on a timely basis with information concerning your Cash Agent Details. In particular, you agree to be solely responsible for:

- 8.11.1 ensuring the accuracy, correctness and completeness of all information and other materials provided to OnePay, uploaded or displayed on the Application;
- 8.11.2 ensuring that no information or data provided to OnePay for upload or display on the Application is unlawful, libellous, defamatory, obscene, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, infringing any Intellectual Property Rights or proprietary right of any other party or is otherwise objectionable;
- 8.11.3 ensuring that the Cash Agent Details comply in all respects with all applicable laws, rules, and regulations (including, without limitation, export/import, registration, labelling, manifesting, health, safety, occupational and environmental laws, rules, and regulations), whether of Myanmar or any other country in which you operate;
- 8.11.4 complying with all applicable laws, including laws in relation to anti-money laundering, and OnePay's prevailing privacy policy;
- 8.11.5 negotiating, documenting, and concluding all Transactions;



- 8.11.6 paying, depositing, collecting, and withholding, to the extent required by applicable law, any and all taxes in any way attributable to the Transactions;
- 8.11.7 issuing any invoices or receipts (in electronic form or otherwise) which may be required to be delivered in the name of the Cash Agent to Users;
- 8.11.8 conducting your operations and/or transactions in a manner that complies with your Cash Agent Details as reflected on the Application;
- 8.11.9 all injuries, illnesses, damages, claims, liabilities and costs that a User may incur or suffer as a result of or arising from the Transactions and/or Cash Agent Details.

For the avoidance of doubt, OnePay has no responsibility or liability of any kind for the Cash Agent Details and for all materials that appear on or within the Cash Agent Details.

8.12 You further agree that you shall:

- 8.12.1 not impose any surcharges of its own for accepting any payments through the Application or process, receive payment on behalf of or redirect any payments to another party;
- 8.12.2 use commercially reasonable efforts to avoid soliciting as potential customers any individuals who are less than 18 years old. OnePay reserves the right to refuse to provide the OnePay Services for Transactions with minors;
- 8.12.3 provide OnePay with complete and correct information to enable OnePay to provide the OnePay Services; and
- 8.12.4 use your best efforts to prevent unauthorized use of, or unauthorized access to the OnePay Services and be solely responsible to OnePay for any losses, breaches, or other damages that result from any unauthorized use of, or unauthorized access to the OnePay Services.

9 Applicable to Cash Agents only: Fees & Commission

9.1 You are not required to pay the fees in relation to any Transactions you make as a Cash Agent.

9.2 You may be paid commissions for each Transaction you make as a Cash Agent.

10 Use and access; Setting up of account

10.1 To use and access the Application and the OnePay Services, you are required to set up a Business User Account with us with a username and password (together, "Credentials") and may be required to provide registration information about yourself (such as name, government issued identification number, mobile number, email address, address, etc.). We reserve the right to request you to submit additional know-your-client information/documents from time to time as part of ongoing monitoring and due diligence and to comply with Applicable Laws. You may be required to agree to additional terms in order to create a Business User Account.

10.2 We may require you to take further steps to authenticate your Business User 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, Wallet Account, Bank Accounts and/or Cards linked to your Business User Account. You authorize us to take any steps and/or make any inquiries which we consider necessary to validate and/or verify your information, including verifying your information against third party databases or through other sources. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to consumer reporting, fraud prevention, financial crime or other agencies and that these agencies may respond to our inquiries. Additionally, we may require you to wait some amount of time after completion of a Transaction before permitting you to use further OnePay Services and/or before permitting you to engage in Transactions beyond certain volume or monetary limits.

10.3 By registering for an account, you represent that you have the requisite approvals for use of the OnePay Services. You agree to be financially responsible for all uses of the OnePay by yourself and those using your account. You further warrant that all information supplied by you are true, accurate and up to date.

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

10.5 Once you have created your Business User Account, you may choose to authorise your employees to access your Business User Account and perform Transactions on your behalf. You remain entirely responsible for all Transactions which may occur under your Business User Account whether or not actually or expressly authorized by you, including the transmission, posting, or other provision of text, files, links, software, photographs, video, sound, music or other information or material. We take no responsibility for any loss or damage that occur as a result of a disclosure by you of your Credentials to third parties, or through any unauthorized access.

10.6 You are responsible for keeping your email address and telephone number up to date in your Business User Account in order to receive any communications, notices or alerts that we may send you. We assume no responsibility for any loss that you may sustain due to compromise of your Credentials or other information due to no fault of OnePay and/or failure to follow or act on any notices or alerts that we may send to you.

10.7 You agree to immediately notify us of any unauthorized use of your Business User Account at hello@onepay.com.mm/ +95 (0) 9688383838. While we will take reasonable means to remove unauthorized access to your Business User Account, you will remain financially responsible for any use of your Business User Account even after you properly notify us of the loss or compromise, unless you act fraudulently.

10.8 If you are in breach, or if we perceive a danger that you will be in breach, of any of these Terms, we reserve our right to cancel your access to the OnePay Services, suspend and/or terminate your Business User Account or to remove or edit content posted by you without giving you a reason and/or without further reference to you.

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

10.10 The Application and the OnePay Services cater predominantly to those who access the Application and the OnePay Services from Myanmar. If you choose to access the Application (or use the OnePay Services) from locations outside Myanmar, you do so of your own accord. Regardless of the location from which such access is made, you are solely responsible for the consequences and for compliance with all applicable laws. Some of the OnePay Services may not be available generally or more specifically to residents of certain jurisdictions.

10.11 You agree that we may at our sole discretion, utilize the services of third party payment services providers, other service providers and agents and on such terms as we may determine, in relation to the OnePay Services.

11 Topping up your Wallet Account

11.1 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:

- 11.1.1 transfers from Cards and/or Bank Accounts linked to your Business User Account;
- 11.1.2 cash deposit and withdrawals through Cash Agents;
- 11.1.3 transfer from other Users.



11.2 If you link a Bank Account or Card to the Application, you may add funds to your Wallet Account. 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 Account. 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 Application or for topping up your Wallet Account. 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.

11.3 By registering and linking your Cards with us, 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 Business User Account for or continued use of the OnePay Services. By adding a Card as a payment method on the Application, you are providing us with continuous authority to automatically charge that Card to obtain the relevant funds when the Card is used as a payment method pursuant to these Terms. You can stop the continuous authority in respect of any card by removing that card as a payment method in your Business User Account.

11.4 Cash Agents may only offer to add value to your Wallet Account above a minimum amount, below a maximum amount and in multiples of an amount which will be determined and notified to you from time to time. Please refer to the notices at any Cash Agent for details on charges and/or top-up limits.

11.5 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.

12 Transaction Records

12.1 You must ensure that a transaction receipt is prepared for each Transaction. The information contained on the transaction receipt must legibly include:

- 12.1.1 the date and time of the Transaction;
- 12.1.2 the amount of the Transaction and any tip;
- 12.1.3 a description of any goods or services sold sufficient to identify them;
- 12.1.4 the currency symbol if it is in a foreign currency (where OnePay and the Bank have approved foreign currency processing);
- 12.1.5 the Transaction authorisation number (if any);
- 12.1.6 your information, including at a minimum:
 - (i) your name as most recognisable to Personal Users;
 - (ii) your contact information for any inquiries;
 - (iii) the terms and conditions of sale;
 - (iv) any cancellation policy; and
 - (v) your website address.

12.2 You must give each Personal User a copy of the transaction receipt, containing all information on the original transaction receipt, as soon as possible after one is requested by that Personal User.

12.3 For at least 18 months after a Transaction, you must retain the transaction receipt and any document that is evidence of the Personal User entering into the Transaction (in accordance with all relevant privacy laws and related standards).

12.4 You must provide us with the transaction receipt and any other

required evidence of the transaction within 10 business days if we request for it. If you fail to do so, you acknowledge that the Transaction may be charged back.

13 Transaction Limits and monitoring

13.1 We may, at our discretion or if required by law, impose limits on the amount of payments you can make through the OnePay Services or the amount that you can hold in, or top-up to, your Wallet Account 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).

13.2 You understand that in order to manage risk and to prevent fraudulent transactions, we may monitor Transactions made with your Wallet Account 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 Account or decline to process any Transactions:

- 13.2.1 until we have verified the authenticity of such Transaction; or
- 13.2.2 for any reason concerning our compliance with financial crime prevention legislation or our own risk management policies and procedures; or
- 13.2.3 if we have any other legal or regulatory obligation to decline to accept the funds;
- 13.2.4 if such Transaction would cause you to exceed your applicable Transaction Limits;
- 13.2.5 if any instructions are ambiguous, incomplete or inconsistent
- 13.2.6 We may in addition suspend, restrict Transactions within the Application in such amounts and for such time as we reasonably deem necessary to protect you, us or other Users if:
 - 13.2.7 we detect any unusual or suspicious activity on the use of the Application;
 - 13.2.8 we have reason to believe that we are subject to financial risk;
 - 13.2.9 you have or we have reason to believe that you have violated any of these Terms;
 - 13.2.10 any dispute exists involving your Wallet Account or Transaction conducted in connection therewith, or
 - 13.2.11 we have reason to believe that such action is needed to protect the security of our systems.

13.3 We may restrict your access to or use of the Application while we complete any pending investigation or resolve a pending dispute.

14 Receiving & Making Payments

14.1 You may wait until you have received funds from a Personal User before fulfilling that Personal User's purchase. If you are a Merchant or Partner, you may request Personal Users to preauthorize you to charge their selected payment method using Recurring Payment for any goods or services which you sell to such Personal Users. Personal Users may cancel or stop a Recurring Payment at any time by logging into the Application and cancelling the such Recurring Payment authorization.

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

14.3 All payment instructions must be made through the Application. It is your responsibility to ensure that accurate, complete and correct payment instructions for the recipient of a payment are provided to us through the Application. This includes but is not limited to providing us



with correct details for the recipient to which you would like the payment sent. If you provide incorrect recipient 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.

14.4 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.

14.5 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.

14.6 We may in our sole discretion refuse to execute any Transactions, your payment instructions or other use of the OnePay Services, including where you are in material breach of these Terms 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.

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

15 Prohibited Payments

15.1 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.

15.2 You must not use your Business User Account 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 stop or reverse the Transaction, and/or close or suspend your Business User Account and/or report the transaction to the relevant law enforcement agency and/or claim damages from you.

16 Transaction History

16.1 You shall submit all Transactions to OnePay via the Application at the time that such Transactions occur.

16.2 Subject to these Terms, OnePay will cause such Transactions to be processed via the Wallet Service or the Other Payment Products (where applicable).

16.3 All Transactions shall be in Myanmar Kyat.

16.4 OnePay shall:

16.4.1 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

16.4.2 provide such additional transaction reports, statements etc. as may be requested by you, subject to applicable Fees.

16.5 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 OnePay from correcting any error or discrepancy in such amount paid by giving notice to you.

16.6 Funding, payments and transfers of, to and from your Wallet Account are displayed in your User Account and you should check your Available Balance and transaction history regularly.

16.7 You should report any irregularities or clarify any questions you have with us as soon as possible by contacting us at hello@onepay.com.mm/ +95 (0) 9688383838.

17 Disputed, unauthorised, fraudulent or erroneous transactions; reversals and refunds

17.1 **You should contact us** immediately at hello@onepay.com.mm/ +95 (0) 9688383838 if you think that:

17.1.1 your Business User Account has been accessed without your authorization;

17.1.2 a Transaction that you did not authorize has occurred;

17.1.3 a Transaction has been processed incorrectly to or from your Wallet Account.

(each, an "**Error**").

17.2 If you give someone access to your User 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.

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

17.3.1 Your name and Business User Account number,

17.3.2 The nature of the suspected Error and why you believe it is an Error; and

17.3.3 The value in Myanmar Kyat of the suspected Error.

17.4 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.

17.5 We reserve the right to reverse a payment where the payer or the payer's bank or Third Party Payment Service Provider (if any) 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.

18 Reserve Fund

18.1 If in our reasonable opinion, you may not be able to discharge your obligations under these Terms and/or under the Business User Agreement, we shall be entitled at its discretion to establish a reserve fund ("Reserve Fund") to hold any monies payable to your Wallet Account for the purposes of settling any claims under Clause 17.4 above or any sums owing to us pursuant to any other agreement.

18.2 Our obligation to repay the monies comprised in the Reserve Fund is conditional upon you settling the claims referred to in Clause 18.1 above. Until the claims referred to in Clause 18.1 above are fully and finally settled, you shall have no right to the monies comprised in the Reserve Fund. Our rights hereunder shall survive any termination of these Terms and we shall be entitled to maintain/hold the Reserve Fund even after the termination of these Terms for such period as we deem necessary for the discharge of the stated purposes.

18.3 You hereby agree and acknowledge that no interest shall accrue on any monies in the Reserve Fund or any monies withheld by us pursuant to Clause 18.1.

18.4 Our determination of whether any of the events in Clause 18.1 and/or 17.4 have occurred shall be final and binding on you.

18.5 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 its 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 the OnePay and Bank's satisfaction that the Transaction is genuine. We owe no obligation whatsoever to take any steps to verify the genuineness of the Transaction.

18.6 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.

19 Inactive Accounts

If you have not entered into any Transaction for a continuous period of not less than [6] months or as prescribed by us from time to time, we will, for your own protection, deem your Business User Account to be no longer in use, and we will deactivate your Business User Account. If you want to re-activate your Business User 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 in relation to the OnePay Services (collectively, "Promotions"). Additional terms may apply to such Promotions. If the additional terms for a Promotion conflicts with these Terms, the additional terms applicable to the Promotion will prevail. If any points, discounts, promotion codes or any value in whatever form are awarded by OnePay 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 Intellectual Property Rights

21.1 OnePay, along with OnePay assignee(s) are the exclusive owner(s) of all right, title, and interest in and to all intellectual property with respect to the Application. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on the Application.

21.2 All Intellectual Property Rights (including all copyright, patents, trademarks, service marks, trade names, and information content on the Application, or accessed as part of the OnePay 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. You shall not, and shall not attempt to, obtain any title to any such Intellectual Property Rights. You may not otherwise reproduce, modify, copy or distribute, exploit, sublicense any of the materials or content listed above without our permission. Nothing in these conditions shall be understood as conferring any rights of use in relation to any trademarks associated with the Application.

21.3 Any material you transmit or post or submit to the Application (or otherwise to us) 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.

22 Advertisements and Third party links

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

22.2 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.

23 Data Protection and Privacy Policy

23.1 We take care to safeguard and protect all your information and privacy. We collect, use and disclose only such information reasonably

required to enable us to provide the OnePay Services as described in our Privacy Policy, which is expressly incorporated into these Terms.

23.2 In particular, we may share your information in the manner set out in the Privacy Policy.

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

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

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

24 Disclaimers

24.1 All information and/or materials on the Application is only of general informational value and does not in any way constitute advice or an approval, recommendation, endorsement or sponsorship by us. While every effort has been made to make such information and/or materials as complete and as accurate as possible, we do not warrant or represent the accuracy, correctness or completeness of any of the data or information contained in the Application, 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 remain responsible at all times for the accuracy, completeness and correctness of the (descriptive) information displayed on the Application. You should make your own evaluation of the accuracy or completeness of any information, opinion, advice or other content available through the Application.

24.2 You acknowledge that your use of the Application is at your sole risk and discretion. All materials, information, products, services, software and other content contained in the Application, or obtained from a linked site is provided "as is" without warranty or conditions of any kind, whether express or implied (including but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose, non-infringement, security or accuracy). You assume total risk and responsibility for your use of the Application and the OnePay 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 Application will be uninterrupted (whether due to any temporary and/or partial breakdown, repair, upgrade or maintenance of the Application App or otherwise) or error-free or that any information, data, content, software or other material accessible through the Application will be free of bugs, viruses, worms, Trojan horses or other harmful components.

24.4 You acknowledge and understand that the OnePay Services are linked to 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 OnePay Services or the unavailability of OnePay Services due to disruption of mobile or internet services. We specifically disclaim compatibility between the Application and any software or hardware.

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 access or use of the Application;
- 25.1.2 data, information or material contained in the Application including the use of such data, information or material to check prices and availability or for bookings, ticketing or any other use;
- 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 Application to you in whole or in part or any failure or delay in any way connected with the use of the Application because of the global computer network, ancillary equipment or technology or any other circumstances, including the use of or inability to use the Application to check prices and availability or for bookings, ticketing or any other use;
- 25.1.5 any corruption of data, delay or failure to complete bookings or 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 Application through the global computer network or any transactions entered into through the Application.

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 Neither you nor OnePay 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

You agree to indemnify, defend, hold us harmless from any and all loss, third party claims, liability, damages expenses and/or costs (including but not limited to, legal fees) arising of or in connection with the use of the Application, the OnePay Services and/or the breach of these Terms by you or any other person accessing your account.

28 No Third Party Rights

These Terms apply equally to and are for our benefit and our third party providers (including the Bank) and licensors and each shall have the right to assert and enforce such provisions. Subject to the previous sentence, no provision herein is otherwise enforceable by any person who is not a party to these Terms.

29 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.

30 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.

31 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.

32 Entire agreement

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

33 Governing Law & Dispute Resolution

33.1 These Terms shall be governed by and construed in accordance with the laws of Myanmar.

33.2 Any dispute arising out or in connection with these Terms, including any question regarding the existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC"), in accordance with the Arbitration Rules of SIAC for the time being in force which rules are deemed to be incorporated by reference into this clause. The seat of the arbitration shall be Singapore and the tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. Each party shall bear its own costs in any such arbitration.