



MPT Specific Terms and Conditions – Data ArMaKhan Service

This page explains the terms by which you agree to abide by when subscribing to the Data ArMaKhan Service (“**Service**”). You can subscribe to this Service through Myanmar Posts and Telecommunications’ (“**MPT**”, “**we**”, “**us**”, “**our**”) MPT4U application (“**MPT4U**”).

By subscribing to this Service, you signify that you have read, understood, and agree to be bound by these Specific Terms and Conditions, our General Terms and Conditions, and our Privacy Policy (collectively, the “**Terms**”).

These Terms are subject to change at any time. Your continued use of the Service after any such change constitutes your acceptance of the revised Terms.

1. The Service

- 1.1. All rights not expressly granted to you in the Terms are reserved and retained by us or our licensors, suppliers, publishers, right holders, or other content providers. You may use this Service only as permitted by the Terms and the law; all other uses are strictly prohibited.
- 1.2. MPT may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access or use of the Service as determined by us in our sole discretion, without notice and liability for any or no reason. In such event, you shall continue to be bound by the Terms to the extent necessary to fulfill the surviving terms contained herein.
- 1.3. Your use of the Service is subject to scheduled and unscheduled service interruptions. You agree that MPT will not be liable to you or any third parties for any interruption of the Service, downtime (planned or unplanned) or access failure.
- 1.4. MPT shall have no liability for your use or misuse of the Service, any interactions you have with other users, or any other act or omission by you in relation to the Service.

2. Our Proprietary Rights

- 2.1. Except as otherwise rightfully operated by any other third party, as applicable, any MPT proprietary material related to this Service, including without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (collectively, “**Content**”), and all intellectual property rights related thereto, are the exclusive property of MPT and its licensors, suppliers, publishers, rights holders, or other content providers. Except as explicitly provided herein, nothing in the Terms shall be deemed to create a license or right in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, reverse engineer, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any materials or Content accessible on the Service. Use of the Content for any purpose not expressly permitted by the Terms is strictly prohibited.

3. Service Period

- 3.1. This Service is available from _____ until further notice (“**Service Period**”).

4. Eligibility

- 4.1. This Service is intended for MPT GSM/WCDMA Prepaid (Shwe/Shal/Swe) users (who are thirteen (13) years of age or older. If you are under eighteen (18) years of age you may subscribe to the Service only if you either are an emancipated minor or possess legal parental or guardian consent



and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms, and to abide by and comply with the Terms.

- 4.2. MPT CDMA, Base Tariff, Postpaid, Service Sim, and non-active users are not eligible to subscribe to this Service.

5. How to subscribe to the Service; Exclusions

- 5.1. To subscribe to the Service, eligible MPT users may subscribe to one of the Data ArMaKhan Data Packs ("**Data Packs**") through MPT4U.

5.2. This Service is not eligible for Hti Pauk chances.

5.3. Gift function is not included in the Service.

- 5.4. Subscribing to multiple Data Packs at the same time is not allowed.

- 5.5. You will need to provide the following information to us when you subscribe to this Service:

5.5.1. Name

5.5.2. NRC/Passport number

5.5.3. Date of birth

6. Use of Mobile Data from the Data Packs

- 6.1. The mobile data from the Data Packs may be used for all data services.

- 6.2. Data charges may apply for your browsing and downloading of content.

- 6.3. You are responsible for the actions of any third party with whom you are sharing your mobile internet including, but not limited to, subscription to this Service.

7. Validity and Autorenewal of the Data Pack

- 7.1. The Data Packs are valid until 02:59:59 AM on the 16th day after you subscribe to a Data Pack or after your subscription to a Data Pack was renewed.

- 7.2. We will automatically renew and complete the deduction of the relevant Data Pack price from your mobile account on 02:59:59 AM on the 16th day after you subscribe to a Data Pack or after your subscription to a Data Pack was renewed. Please note that this Service cannot be refunded, exchanged, or endorsed after the payment is successfully deducted.

- 7.3. Autorenewal will fail and your subscription will be terminated if your mobile account does not have sufficient balance to cover the price of your chosen Data Pack on 02:59:59 AM on the 16th day.

For example: If you subscribe to a Data Pack on 07:30:00 AM on 1 October, your Data Pack will expire on 02:59:59 AM on 16 October. At the same time, we will automatically attempt to renew your subscription to the Data Pack and deduct the relevant Data Pack price from your mobile account. If your mobile account does not have sufficient balance to cover the price of your chosen Data Pack starting from 02:59:59 AM on 16 October, your subscription to the Data Pack will be terminated.



- 7.4. Any unused data will expire by 02:59:59 AM on the 16th day after you subscribe to a Data Pack or after your subscription to a Data Pack was renewed. This unused data will not be carried over to your next Data Pack renewal or any new subscription.
- 7.5. Autorenewal will also fail, and your subscription will be terminated if we are notified by KBZ MS have successfully claimed your death benefit under the Policy.

8. Charges; Commercial Tax

- 8.1. Ongoing use of the Service requires an active subscription. You authorize MPT to actually and actively deduct from your account the relevant Data Pack price based on your choice of Data Pack until you unsubscribe from this Service or until this Service is terminated. You are responsible for all charges based on your choice of Data Pack.
- 8.2. All charges for the Service include fifteen percent (15%) commercial tax.

9. Unsubscribing from the Service

- 9.1. In addition to Clause 7.3, you may also unsubscribe from the Service through the MPT4U application by:
 - 9.1.1. Clicking the unsubscribe button beside the relevant Data Pack under the “My Subscriptions” page of the MPT4U application; and
 - 9.1.2. Click “confirm” when asked to confirm whether you would like to unsubscribe to the Service.
- 9.2. Once you unsubscribe or are unsubscribed:
 - 9.2.1. MPT will not make any further deductions to your mobile account.
 - 9.2.2. Autorenewal function of the Data Packs will terminate immediately.
- 9.3. The mobile balance used to pay for your Data Pack subscription will **not** be refunded to you once you unsubscribe from the Service. You will instead continue to enjoy your chosen Data Pack until 02:59:59 AM on the 16th day from the start of your latest subscription to a Data Pack and thereafter your subscription will be terminated.
- 9.4. These Terms are valid until you unsubscribe or until the subscription is automatically terminated pursuant to these Terms.

10. Disqualification of Subscribers

- 10.1. MPT may disqualify a subscriber to the Service (“**Subscriber**”) whom it suspects to be undertaking or connected with any unusual or suspicious activities, including illegal and/or fraudulent behavior, without prior notice or without needing to give any reasons for doing so.

11. Marketing and Promotion

- 11.1. You agree and consent to MPT collecting, using, disclosing, and sharing your personal data, and disclosing such personal data to MPT’s authorized service providers and relevant third parties for purposes which are necessary or reasonably incidental to the Service, and to market, advertise and/or promote the goods or services of MPT, including without limitation using videos and/or image of Subscribers for publicity purposes.



12. Indemnity

- 12.1. You agree to defend, indemnify, and hold harmless MPT and its subsidiaries, joint operation partner, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or content transmitted or received by you; (ii) your violation of any of the Terms, including without limitation your breach of any of the representation and warranties herein; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of the Union of Myanmar or any other country; (v) any claim or damages that arise as a result of any information submitted or received by you through the Service; or (vi) any other party's access and use of the Service through your mobile number (registered or unregistered), handset, or other device.

13. Notifications and Alerts

- 13.1. By subscribing to the Service, you agree to receive a reasonable number of notifications from MPT and/or third parties. You can opt-out of receiving:

- 13.1.1. SMS Notifications – by texting OFF to 9800 and can opt-in again by texting ON to 9800;
- 13.1.2. Push Notifications – by toggling the push notification button off in the settings menu of the MPT4U application; and
- 13.1.3. Pop-up Notifications – by toggling this off in your Operating System (iOS/Android) settings. You can follow the instructions contained in the link below:

For iPhone: <https://support.apple.com/guide/iphone/change-notification-settings-iph7c3d96bab/ios>

For Android: <https://support.google.com/android/answer/9079661?hl=en>

14. Insurance Coverage provided by KBZ MS General Insurance Company Limited (“KBZ MS”)

- 14.1. When you subscribe to this Service you will have the opportunity to be covered, free of charge, under the Micro Health Insurance Policy provided by KBZ MS (“**Policy**”). That said, coverage under the Policy **is not guaranteed**. Your eligibility to be covered will be assessed separately by KBZ MS based on their own terms and conditions. It is therefore possible that you may be able to subscribe and enjoy the Data Pack while not being covered by the Policy if you have been rejected by KBZ MS. Please address any claims, disputes, or objections relating to the Policy or the assessment to be covered under the Policy to KBZ MS.
- 14.2. The Micro Health Insurance Policy is a separate service being directly provided to you by KBZ MS and not by MPT. MPT is not involved in the provision of the Policy nor is MPT an insurance intermediary/broker/agent of KBZ MS.
- 14.3. KBZ MS is solely liable for any insurance claims under the Policy and in no event shall MPT be liable for any claims in relation to the Policy.
- 14.4. In addition to Clause 15 below, you hereby allow us to share the following personal information to KBZ MS:
- 14.4.1. Name
 - 14.4.2. NRC/Passport number



- 14.4.3. Mobile number linked to this MPT4U account.
- 14.4.4. Date of birth
- 14.4.5. Your consent to be bound by the terms and conditions of KBZ MS' Micro Health Insurance policy
- 14.4.6. Information relating to your Data Pack subscription: (a) type; (b) status; and (c) date and time when your subscription starts and ends

The above information will be used by KBZ MS to assess whether you are qualified to be covered under the Policy.

14.5. All claims, questions, and disputes relating to the Policy must be made directly to KBZ MS by:

- 14.5.1. dialing their hotline: 01-2307000
- 14.5.2. going their website at: <https://kbzms.com/>

15. Personal Information

15.1. We will need to collect, use and in some cases share your personal information to provide the Service to you. We may collect personal information from you when you:

- 15.1.1. Register for the Service;
- 15.1.2. Use the Service;
- 15.1.3. Communicate with us;
- 15.1.4. Signup for any of our services or applications and give us your details;
- 15.1.5. Participate in any of our surveys; and
- 15.1.6. Visit or browse any of our websites or other customer portals related to the Service.

In addition, we may obtain your personal information from third parties when you have given your consent to share such information with us, and/or where otherwise lawfully permitted.

15.2. The types of information we may collect from you may include the following:

- 15.2.1. Name
- 15.2.2. NRC
- 15.2.3. Mobile number
- 15.2.4. Age
- 15.2.5. Sex
- 15.2.6. Address
- 15.2.7. Occupation
- 15.2.8. Household information (e.g. how many children you have)
- 15.2.9. Income
- 15.2.10. Internet usage patterns
- 15.2.11. Mobile application usage
- 15.2.12. Purchase and spending history
- 15.2.13. Location history
- 15.2.14. Telecommunication service usage and history
- 15.2.15. Various personal preferences

15.3. We may use your personal information to:

- 15.3.1. Provide the Service to you;
- 15.3.2. Assess and improve our Service;
- 15.3.3. Communicate with you, including sending you notifications;



- 15.3.4. Verify your identity or a transaction;
- 15.3.5. Help us tailor our services and content to better appeal to you;
- 15.3.6. Analyze the effects of our advertising and direct relevant advertising to you;
- 15.3.7. Review spending patterns and creditworthiness;
- 15.3.8. Determine eligibility for new products and services;
- 15.3.9. Recommend and market products and services, including non-telco related products and services of third from us or third parties, that may be of interest to you;
- 15.3.10. Comply with our legal and regulatory obligations;
- 15.3.11. Investigate, respond to, or defend claims or potential claims made against us;
- 15.3.12. Produce data, reports and statistics which shall be anonymized or aggregated in a way that does not identify who you are; and
- 15.3.13. Undertake any other action required or permitted by law, regulation, notification, and/or relevant regulatory authorities.

15.4. To provide, manage, and operate the Service, we may share your personal information in the following ways:

- 15.4.1. with our affiliates, our partner merchants, our clients, or other third-party companies and service providers engaged by us to process information on our behalf.
- 15.4.2. To assist us in providing you with the Service or for other telco related purposes;
- 15.4.3. As permitted or required by law or relevant authority; and/or
- 15.4.4. With third parties when you have given us your consent to do so.

From time to time we may aggregate your personal information with the personal information of other customers for various purposes, including research and analysis to better understand our customers, so that we can improve our services and provide new products that will be useful for you. Such aggregation for personal information is normally done on an anonymized basis, meaning the information about you being used can no longer identify who you are, and we may provide such anonymized data to third parties for various purposes. If we enter into a merger, acquisition or sale, corporatization or privatization, personal information may be transferred as part of the transaction.

16. Disclaimers of Warranties and Limitation of Liability

- 16.1. THE SERVICE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER ANCILLARY SERVICES INCLUDED OR OTHERWISE MADE AVAILABLE TO YOU THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MPT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, OR IMPLIED, AS TO THE OPERATION OF THE SERVICE, OR THE INFORMATION, INCLUDING ITS ACCURACY, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER ANCILLARY SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.
- 16.2. MPT WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER ANCILLARY SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND/OR CONSEQUENTIAL DAMAGES.
- 16.3. BY SUBSCRIBING TO THE SERVICE, YOU AGREE TO HEREBY RELEASE AND FOREVER DISCHARGE MPT, AND TO INDEMNIFY MPT FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, CAUSE OF ACTION OF ANY NATURE OR KIND ARISING FROM AND BY REASON



OF ANY AND ALL LOSS, INJURY, DAMAGE, OR LIABILITY AND THE CONSEQUENCES THEREOF WHETHER DIRECT OR CONSEQUENTIAL IN CONNECTION WITH THE SERVICE, REGARDLESS OF THE CAUSE THEREOF, AND EVEN IF MPT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND INCLUDING WITHOUT LIMITATION, ANY INJURY TO ANY PERSONS OR ANY DAMAGE CAUSED TO ANY PROPERTY WHILE USING THE SERVICE OR ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THE PACKS/DATA.

16.4. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, MPT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

16.5. MPT DOES NOT WARRANT THAT THE SERVICE, INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER ANCILLARY SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THEREIN, MPT SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM MPT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

17. Third Party Content

17.1. The Service may aggregate content obtained or provided by third parties ("**Third Party Content**"). As such, MPT is not responsible for such Third Party Content or any linked website associated with Third party Content. Reference to any information, products or services of third parties does not constitute or imply endorsement, sponsorship or recommendation by MPT.

18. General

18.1. This Specific Terms and Conditions are subject to the latest MPT General Terms and Conditions ("**GTC**"). The latest version, at present, can be found at: <https://www.mpt.com.mm/en/terms-conditions-ver-2/>. In the event of a conflict between the terms of these Terms and the GTC, this Specific Terms and Conditions shall prevail.

18.2. The Terms are subject to the laws of the Republic of the Union of Myanmar and any regulation, notification, directive, or instruction issued by a court or body of competent jurisdiction.

18.3. If any term, covenant or provision of the Terms is held to be illegal, invalid or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject, then the remainder of the Terms or the application of such term, covenant or provision to any person (other than those as to whom it is held invalid or unenforceable) shall not be affected thereby, and each provision of the Terms shall remain valid and enforceable to the fullest extent permitted by law.

18.4. This Specific Terms is written in both the English and Myanmar languages. The foregoing notwithstanding, should there be a difference in understanding, meaning or interpretation between the text in Myanmar and the English language version of this Specific Terms, the English version shall prevail.

