

MPT PAY TERMS AND CONDITIONS

These Terms and Conditions (“**T&Cs**”) apply to all websites, mobile and web applications, products, and services (collectively, the “**Services**”) owned and operated by MPT Money Company Limited (“**we**”, “**us**”, “**our**”, “**MPT Money**”). These Services also include brands, such as “MPT Pay”, and Services that may be associated with us from time to time.

Please read these Terms and Conditions (“**T&Cs**”) before using the Services.

The T&Cs shall govern the terms under which you (“**Customer**”, “**you**”, “**your**”) may use our Services. By using the Services, you accept and agree to be legally bound by the T&Cs.

Please also read the Privacy Policy of MPT Money before using the Services. This describes how your information is collected and processed when you use the Services.

When you use the Services, you may be required to use a registered SIM card. When you are required to use a registered MPT SIM Card, please read the General Terms and Conditions and the Privacy Policy of Myanmar Posts and Telecommunications (“**MPT**”) as well before using the Services.

If you do not understand or do not wish to be bound by the T&Cs or the Privacy Policy, you should not use any of the Services.

1. DEFINITIONS

In these T&Cs:

“**Account**” means the reloadable E-Money account that stores Myanmar Kyats (“**MMK**”) value in the MPT Money system. The Account is linked to a Customer’s Subscriber Identity Module (“**SIM**”) card.

“**Agent**” means an authorized person appointed by MPT Money to provide the Services to the Customers on behalf of MPT Money. The list of authorized Agents is available <https://mpt.com.mm/en/mpt-pay-en/>.

“**Cash**” means physical MMK cash or MMK bills on hand or held in banks.

“**Cash-In**” means the process of exchanging Cash to E-Money.

“**Cash-Out**” means the process of exchanging E-Money to Cash.

“**E-Money**” means the electronic equivalent of Cash held in an Account.

“KYC” means Know-Your-Customer requirements or such information and/or documents relating Customer identity verification that MPT Money may require from the Customer from time to time, based on Laws and MPT Money’s internal guidelines.

“Laws” means the laws, rules, notifications, and directives of Myanmar and any other applicable law to which MPT Money is subject.

“PIN” means your Personal Identification Number.

“SMS” means a short messaging service that enables the transmission of text messages from one mobile phone/server to another.

“Transaction” means generally the movement of E-Money into or out of your Account, including Cash-In and Cash-Out, and other transactions and Services in relation to your Account.

2. YOUR ACCOUNT

2.1 There are three (2) types of Accounts:

Account Level	Account Owner/Holder
Level 2	Individuals Only
Level 3	Registered Businesses Only

2.2 You can open an Account and upgrade to a Level 2 by submitting Full KYC such as your National ID NRC), Photos of NRC card (front and back sides), Phone number, Face ID (live photo through:

- a. Your mobile phone through the Mobile App (self-opening/self-registration); or
- b. An Agent.

2.3 The Account is a reloadable E-Money instrument. Your Account is not a bank deposit account and it does not earn interest. You shall use the Account in accordance with the T&Cs and Laws.

2.4 Your Account shall not be used for any abusive, illegal, fraudulent or criminal purpose, including, without limitation, money laundering or terrorist financing, or otherwise used in contravention of Laws, or for any purpose other than as authorized by us.

3. BASIC REQUIREMENTS

3.1 When you use the Services, you represent that you are at least thirteen (13) years old. If you are younger than thirteen (13) years old, we will require the consent of your parents or legally recognized guardian.

3.2 If you are a business entity using the Services, you also represent that you are duly authorized to do business and your employees, officers, representatives, and/or other agents using the Services are duly authorized to do so and to legally bind you to the T&Cs.

3.3 For purposes of opening and maintaining an Account, every Customer:

3.3.1 Must have an active and registered SIM card. Only one (1) Account shall be linked to a Customer's SIM card.

3.3.2 Must provide sufficient proof of identification:

a. For Level 2 Accounts, you must provide your National ID (NRC), Photos of NRC card (front and back sides), Phone number, Face ID (live photo),.

i. If you cannot provide your National ID (NRC), you may provide your Driver's License (must be valid and existing).

ii. If you cannot provide your National ID (NRC) or your valid Driver's License, you may provide your passport (must be valid and existing)

b. For Level 3 Account, the following must be provided.

i. Business registration certificate:

ii. Proof of identity of the person authorized to open the Account (see Section 3.3.2).

3.3.3 Must not provide any false, inaccurate, incomplete or misleading information.

3.4 You will be also asked to provide information such as your complete name, present and/or permanent address, date of birth, nationality, source of funds, photo of yourself, and signature. We reserve the right to request additional details or information that can aid in verifying your identity or Account, in accordance with our KYC requirements and in compliance with Laws. In some cases, we may also verify your information through third-party verification service providers, as we may deem necessary.

3.5 You agree to provide all necessary information and render all reasonable assistance and cooperation that we may require in order to complete the verification. The information you provide will be used to determine if you are eligible to begin and/or continue to use your Account.

3.6 MPT Money may reject your application to open an Account at its discretion if any of the Account opening or KYC requirements are not met or if you fail to provide satisfactory proof of identification.

3.7 You are responsible for providing accurate Account opening information, for keeping your information up-to-date, or notifying MPT Money in the event of changes. In addition, as certain Services may become available or be offered only on a selective basis or promotional basis, supplementary information may be required from you.

3.8 You understand that we cannot be held responsible for any consequences resulting from your failure to comply with any of the requirements under this Section 3.

4. ACCOUNT SECURITY

4.1 When you open an Account, you will be provided with an initial or default PIN through the Mobile App or SMS. The PIN is required for all Transactions, so you must change this immediately.

4.2 You are solely responsible for the security and proper care of your Account, your SIM card, as well as the confidentiality of your PIN(s). You should change your PIN immediately if you suspect that the security of your PIN is compromised.

4.3 We will never request disclosure of your PIN information. You must not disclose it to any third party, including the Agents. You agree to hold MPT Money harmless from any inconvenience, damage, or loss that may result from your PIN disclosure or unauthorized use of your Account.

4.4 You understand and agree that MPT Money is not responsible for Transactions which may have been executed using your PIN without your knowledge or authority. Unless otherwise provided under the T&Cs, all completed Transactions through your Account are final and irrevocable.

5. BALANCE AND TRANSACTION LIMITS

5.1 The Balance and Transaction Limits may be assigned or changed by MPT Money subject to Laws.

1. Balance Limits

Account Level	Maximum Balance Limit (MMK)
Level 2	2 million
Level 3	3 million

2. Transaction Limits

Account Level	Cumulative Transaction Limits Per Day (MMK)	Cumulative Transaction Limits Per Month (MMK)
Level 2	1 million	25 million
Level 3	2 million	50 million

3. Monthly Basis

Account Level	Cumulative Transaction Limits Per Month (Inflow)	Cumulative Transaction Limits Per Month (Outflow)
Level 2	2.5Mil	1.5Mil
Level 3	5Mil	3Mil

5.2 The Balance and Transaction Limits are applied on a per Customer basis. If you have more than one (1) Account opened in your name, the aggregate Balances and Transactions across all of your Accounts shall not be allowed to exceed the Balance and Transaction Limits stipulated for the respective level of the Account.

5.3 If you exceed the Balance Limit applicable to your Account, we will not process any Cash-In, transfers, or payments towards your Account.

5.4 If you exceed the Transaction Limits applicable to your Account, your Transactions will be rejected.

5.5 The following shall not be counted towards the Balance and Transaction Limits:

- a. Payments to merchants;

- b. Payments to financial institutions; and
- c. Payments of utility bills, taxes, or government fees.

6. TRANSACTIONS

6.1 General

6.1.1 All Transactions made using your Account are conclusively presumed to be made by you, and you shall be liable therefor.

6.1.2 Confirmation through the use of your PIN and/or codes, passwords, or One-Time-Pins (“**OTP**”) sent to you through the Mobile App or SMS shall be sufficient evidence that you have authorized and validly executed any Transaction and therefore, cannot be disputed by you. The Transaction reference number with the corresponding charges for every Transaction shall be displayed within the Mobile App or notified to you by SMS.

6.2 Cash-In and Cash-Out

6.2.1 A Customer may Cash-In MMK value into any Account through Agents, where a Customer may personally hand over Cash for the amount to be Cashed-In to an Account. The Agent will then transfer the MMK amount into the specified Account through the defined functions in the Mobile App.

6.2.2 A Customer may Cash-Out E-Money to Cash through any Agent.

6.3 Phone-to-Phone Transactions

6.3.1 You may transfer E-Money from your Account to another Account through the Agent or through the Mobile App.

6.4 Merchant and Bills Payment Transactions

6.4.1 You should only transact with reputable merchants (whether online (web-based) or in-store). MPT Money shall not be held liable and accountable for any claims made in respect of such Transactions.

6.4.2 You shall be fully liable for payment Transactions with merchants, whether online (web-based) or in-store.

6.4.3 MPT Money is not liable for any undelivered goods and/or services, defects, damages, and after-sales services for such goods and/or services provided by third parties.

6.5 Airtime Load

6.5.1 You may load airtime credits from our accredited merchants using E-Money from your Account through keyword-based commands or menu-based Transactions on the Mobile App.

7. TRANSACTION FEES AND OTHER CHARGES

7.1 We may deduct fees when you open an Account, perform a Transaction, or use any Service.

7.1.1. Customers who are inactive for 365 days are liable for account maintenance charges of 1,500 MMK per month.

7.2 You agree to pay applicable fees in accordance with published rates on the MPT Money website, Mobile App, and/or Agent locations.

7.3 The schedule of fees is subject to change any time at MPT Money's sole discretion, subject to Laws.

8. LOYALTY/REWARDS PROGRAM

8.1 MPT Money, at its own option, may run a loyalty/rewards program, or its own or in conjunction with third parties (e.g. MPT Club), on any portion of its Services, including the use of E-Money.

8.2 The Customer's rights and obligations in the loyalty/rewards program shall be covered by separate terms and conditions specific to the loyalty/rewards program.

9. MAINTAINING AND CLOSING ACCOUNTS

9.1 Subject to Laws, MPT Money reserves the right to terminate, suspend, or limit your use of the Services, including restricting or limiting the number of Accounts and/or Transactions you may use and/or undertake at any time, in the event of any of the following:

9.1.1 You are in breach of the T&Cs, Privacy Policy, or the Laws.

9.1.2 MPT Money reasonably suspects that you have given false information.

9.1.3 You have discrepancies in your Account(s) that you are unable to identify and resolve within a reasonable time.

9.1.4 You have discrepancies in your Account(s) that MPT Money is unable to identify and resolve within a reasonable time.

9.1.5 MPT Money reasonably suspects that your Account is being used for unauthorized purposes.

9.1.6 MPT Money reasonably suspects that your Account is being used for criminal, illegal, fraudulent, or any purpose other than as authorized by us.

9.1.7 MPT Money reasonably determines that you are not or are no longer eligible to hold your Account or perform Transactions.

9.1.8 MPT Money is required to close your Account in order to comply with Laws.

9.2 Accounts that are inactive (no Transactions/no monetary activity) for more than three (3) months shall be closed/terminated..

10. LOSSES

10.1 In case of loss of your mobile phone and/or SIM card on which your Account is opened, you shall notify MPT Money through the MPT Money hotlines 990, 991, or 0123230990 or through a written report submitted at the nearest Agent within twenty-four (24) hours. We will process the suspension or closure of your Account only upon proper authentication of the phone call or written report, as the case may be.

10.2 In case of loss of your mobile phone and/or SIM card, or if your SIM Card is compromised or otherwise damaged, you may request or obtain a replacement SIM card(s) at your own cost. We will not be responsible for any lost, compromised, or damaged SIM card(s).

10.3 All Transactions made prior to the report of loss and/or damage to the mobile phone and/or SIM card on which your Account is opened shall continue to be your liability.

11. ACCOUNT STATEMENTS; TRANSACTION HISTORY

11.1 Upon your request, MPT Money shall send a copy of your Account Statement/Transaction History either via mail, email, or through your Mobile App, as may be applicable.

11.2 A sent Account Statement/Transaction History in the mode and/or address indicated by you is conclusive presumption that you have received the same. You cannot thereafter raise the defense that you failed to receive the Account Statement/Transaction History. MPT

Money and MPT shall be held free and harmless from any and all liability should the Account/Transaction History Statement be read by any person other than you.

11.3 MPT Money, at its sole discretion, may impose fees for any request for Account Statement/Transaction History more than 60 days old.

12. CUSTOMER COMPLAINTS; ERRONEOUS TRANSACTIONS

12.1 If you have any concerns about MPT Money, your Account, your Transactions, or the Services in general, you may contact MPT Money through the MPT Money hotlines 990, 991, or 0123230990, address, and/or e-mail published on <http://www.mptmoney.com.mm>, the Mobile App, or Agent establishments. All information disclosed shall be treated as confidential and will be resolved in the most efficient and effective manner.

12.2 The details in the Mobile App and/or SMS message(s) after every Transaction and/or the entries in the Account Statement/Transaction History are presumed true and correct, unless you notify MPT Money of any dispute and/or request for the reversal of Transaction(s). MPT Money shall handle this in accordance with MPT Money's standard complaint handling procedures, subject to Laws.

12.3 Disputed Transactions shall only be reversed/credited back to the Customer once the claim/dispute has been properly processed, investigated, proven to be in favor of the Customer, and approved by MPT Money at its sole discretion.

12.4 There shall be no reversals for Transactions made through keyword-based commands and erroneous Transactions made by the Customer.

12.5 MPT Money, in conjunction with participating MPT Money merchants, may also provide for specific dispute resolution mechanisms. You agree to abide by such mechanisms as may be advised by MPT Money or the participating MPT Money merchants from time to time.

13. WARRANTIES AND LIMITS ON LIABILITY

13.1 MPT Money makes no warranty, express or implied, regarding its Services. The Services are offered on an "AS IS", "AS AVAILABLE" basis without warranties of any kind, subject to Laws. In particular, MPT Money makes no warranty:

13.1.1 As to content, quality, or accuracy of data or information provided by MPT Money hereunder or received or transmitted using the Services.

13.1.2 As to any service, content, and/or any other resources provided by a third party.

13.1.3 As to any service or product obtained using the Services.

13.1.4 That the Services will be uninterrupted or error-free.

13.1.5 That any particular result or information will be obtained.

13.2 MPT Money shall endeavor to process all Service requests efficiently. You acknowledge that the Services may be affected by requisite periodic testing, repair, maintenance or upgrades, as well as other factors outside of MPT Money's control.

13.3 MPT Money does not warrant that all functionalities for the Services shall be available at all times and may withdraw any functionality or the Services in general as a direct result of new or amended legislation, statutory instrument, government regulations or policy, or any other reason.

13.4 You understand and agree that MPT Money shall not be responsible or liable for the availability, accuracy, appropriateness, completeness, or non-infringement of such third-party services, or the content, products, services, available on or through such third parties.

13.5 MPT Money shall not be liable for any loss, cost, compensation, damage, or liability to you or any third party arising from, directly or indirectly, or as a result of or caused by your use of the Service, including, but not limited to any of the following:

13.5.1 Refusal of MPT Money, any bank, financial institution, ATM, or merchants and the like to allow, accept, or honor E-Money.

13.5.2 E-Money is honored by any bank, financial institution, ATM, or merchant; however, payment is not authorized, for any reason whatsoever.

13.5.3 You are unable to perform or complete any Transaction through the use of SIM enabled mobile phone due to service/system/line unavailability.

13.5.4 Any delay, interruption, or termination of the Service whether caused by administrative error, technical, mechanical, electrical, or electronic fault or difficulty, or any other reason or circumstance beyond MPT Money's control (including but not limited to acts of God, strike, labor disputes, fire, disturbance, action of government, atmospheric conditions, lightning, interference or damage by third parties, any change in legislation or regulations).

13.5.5 Theft or unauthorized use of the Account or any loss, costs, damages, or payables to any third party by the Customer.

13.5.6 Any misrepresentation, fraud, or misconduct of any third party, such as but not limited to owners, employees, or Agents.

13.6 You agree to indemnify and hold harmless MPT Money, its subsidiaries, parent companies, and affiliates, and their respective officers, directors and employees, from and against any damages, claims, liabilities, costs, including attorneys' fees, or losses of any kind or nature whatsoever brought against MPT Money by a third party resulting from your breach of the T&Cs or any act or omission by you relating to the Services.

13.7 MPT Money may, at its option, provide additional functionalities to the Services which may give you access to various platforms of other third parties (e.g. financial and non-financial institutions, merchants, service providers, third-party partners). By using such functionality to gain access to other platforms, you hereby agree to hold MPT Money harmless from any loss or damage arising from your access to such external platforms.

13.8 In no event, regardless of the form of the claim or cause of action, whether based in contract, infringement, negligence, strict liability, tort or otherwise, shall MPT Money's aggregate liability to you exceed the E-Money held in your Account at the time the claim or cause of action arose.

14. CUSTOMER DATA

14.1 You understand that all collection and use of your information under the T&Cs is subject to the Privacy Policy of MPT Money, found at <http://mptmoney.com.mm/#terms-condition>.

15. REDEMPTION

15.1 You may request MPT Money, at any time, to redeem the Cash equivalent of the E-Money in your Account at any time and at par value, subject to the T&Cs and Laws.

15.2 MPT Money may impose fees and charges for any redemption of the Cash equivalent of the E-Money in your Account.

16. GOVERNING LAW; DISPUTE RESOLUTION

16.1 The T&Cs shall be governed, construed and interpreted in accordance with the Laws.

16.2 Except as may be otherwise agreed and subject to the Laws, any and all claims, demands, causes of action, disputes, controversies and other matters in question arising out of or relating to the T&Cs, including any question regarding its breach, existence, effect, validity or termination, which the Parties do not resolve amicably within a period of thirty (30) days from the date a Party first notifies the other of a matter requiring resolution, shall be referred to and finally resolved by arbitration proceedings in Myanmar, according to the provisions of the Arbitration Law of 2016 (the "MAL"), the reference to which shall include

the same as from time to time modified or re-enacted or replaced or substituted after the date the T&Cs is executed.

16.3 With respect to arbitration in Myanmar in accordance with the MAL, there shall be three (3) arbitrators. Each Party shall appoint one (1) arbitrator within thirty (30) days of the filing of the arbitration, and the arbitrators so appointed shall select an umpire within thirty (30) days after the last of the two (2) arbitrators have been appointed. If a Party fails to appoint its Party-appointed arbitrator or if the Party-appointed arbitrators cannot reach an agreement on an umpire within the applicable time period, then any Party may apply to the court for the appointment of such said arbitrator or an umpire, as applicable. In any such arbitration proceedings, the award of the majority of the arbitrators shall prevail, provided that if the arbitrators are equally divided in their opinions, the award of the umpire shall prevail. The language to be used in the arbitration shall be the Myanmar language and the resulting arbitral award shall be final and binding on the Parties, and judgment upon such award may be entered in any court having jurisdiction thereof. Arbitration proceedings shall take place in Yangon, Myanmar.

17. FORCE MAJEURE

17.1 MPT Money shall not be responsible for any failure to comply with, or for any delay in performance, of its obligations under the T&Cs, if such failure is due to acts of God or public enemy, war, riot, embargo, fire, explosion, sabotage, flood, accident, power blackouts, electrical equipment or system availability delay or failure, government or regulatory intervention, strike or labor dispute, or without limiting any of the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent.

18. MISCELLANEOUS

18.1 If, at any time, any provision of the T&Cs or related documents is or becomes illegal, invalid or unenforceable in any respect under Laws, the legality, validity or enforceability of the remaining provisions shall not in any way be affected or impaired.

18.2 The T&Cs constitute the entire agreement between you and MPT Money with respect to the subject matter hereof and supersede and replace any and all prior terms. In the event of inconsistency between the T&Cs and previous editions, this version will prevail.

18.3 MPT Money may stipulate T&Cs specific to a particular Service (“**Specific T&Cs**”). In case of conflict between the Specific T&Cs and the T&Cs, then the Specific T&Cs shall govern, but only to the extent of such conflict.

18.4 No failure to exercise, nor any delay in exercising, on the part of MPT Money, any right or remedy under the T&Cs shall operate as a waiver of any such right or remedy. No single or partial exercise of any right or remedy by MPT Money shall prevent any further or

other exercise or the exercise of any other right or remedy. The rights and remedies provided in the T&Cs are cumulative and not exclusive of any rights or remedies provided by law.

18.5 You may not assign or transfer any of your rights, benefits or obligations you may have under the T&Cs without MPT Money's prior written consent.

18.6 The T&Cs shall be effective, valid, and binding for as long as you use the Services, save for provisions that will remain effective thereafter, as stated in the T&Cs, the Privacy Policy, or Laws.

18.7 MPT Money reserves the right to modify the T&Cs at any time subject to Laws. By using the Services after any changes to the T&Cs have been made, you signify your agreement to the modified T&Cs.

18.8 The English language version of the T&Cs shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

Date of publication and effectivity: **[19/November/2020]**

MPT MONEY PRIVACY POLICY

This Privacy Policy applies to all websites, mobile and web applications, products, and services (collectively, the "Services") owned and operated by MPT Money Company Limited ("we", "us", "our", "MPT Money"). These Services also include brands, such as "MPT Pay" and Services that may be associated with us from time to time. We in MPT Money are committed to ensure that your privacy is secured and protected when using our services. We also respect your right to know how we collect, use, and protect any information about you ("Customer Data"), that is why we have this Privacy Policy to inform you how we collect, use, and protect Customer Data.

This Privacy Policy should be read together with our T&Cs, as well as any Specific T&Cs governing an MPT Money service.

Specific terms in this Privacy Policy shall have the meaning assigned to them in our T&Cs, unless MPT Money specifically defined otherwise in this Privacy Policy.

1. INFORMATION WE COLLECT AND HOW WE COLLECT IT

1.1. When you use the Services, contact us, or join our loyalty programs, you understand that MPT Money may collect Customer Data and may use it with other information collected and generated during our relationship with you. Customer Data are either Personal Information or Non-Personal Information:

a. Personal Information is any information from which your identity can be reasonably and directly ascertained, or when put together with other information would directly and certainly identify you. It includes, but is not limited to, the following:

i. Your identity such as such as name, gender, date of birth, address, telephone/mobile number, email address, proof of identification, source of income, employment, and other data points whenever applicable.

ii. Personal Information you may have provided to MPT, when you use your MPT SIM card for the Services.

b. Non-Personal Information is any information that does not identify you individually, and includes transactional, statistical, and analytical data, and anonymous and aggregate reports.

1.2. When you use the Services, you understand that we may use internet technologies such as cookies to collect Customer Data including, but not limited to, the domain and host from which you access the internet, your computer's or mobile device's IP address, geolocation (if you enabled it), information about your device (such as device properties, settings, usage information), browser and operating system software, network information, and the date and time you access our website and/or the Mobile App.

1.3. In addition to Customer Data we collect from you, we may also collect your Personal Information through the following means, wherein you will be deemed to have consented to and authorized the release of your Personal Information as required by MPT Money to perform the Services:

a. From MPT and its subsidiaries and affiliates, as a user of MPT services.

b. Through Transaction forms and your interactions with Agents and MPT Money partners.

c. Through online forms, registrations for loyalty and rewards programs or competitions, and other Services we offer (some of which may be managed by third parties on behalf of MPT Money).

d. While providing customer support or consultation, using email, post, call centers or live chat.

e. Through the process of maintaining and upgrading the Services.

f. Through automated means such as communications protocols, e-mail communications and cookies.

g. Through our website and the Mobile App (some of which may be managed or have

functionalities provided by third parties on behalf of MPT Money).

h. Through your use of social media or other public data sources.

1.4. In any event, we collect your Customer Data only to the extent necessary to perform the Services and to comply with Laws. You understand that your failure to provide your Customer Data may affect our ability to provide the Services to you.

1.5. When required by Laws and before we use your Customer Data for any other purpose, we will ask for your consent.

2. HOW WE USE YOUR CUSTOMER DATA

2.1. We use your Customer Data to provide the Services to you. You understand that you may not be able use the Services, including accessing your Account and/or conducting Transactions unless you provide certain Personal Information.

2.2. We use your Customer Data for legitimate business purposes, which include analyzing and improving the Services, operations, the Mobile App, and your Customer experience.

2.3. When you use the Services, you understand and agree that we use internet technologies like cookies to collect Customer Data for purposes, including, but not limited to the following:

a. To assist us in providing Services to you and help you to receive the best experience using our website and/or the Mobile App.

b. To temporarily track activity on our website and/or the Mobile App.

c. To verify your identity when you use our websites and/or the Mobile App, and we may contact MPT to assist us in verifying your identity.

d. To better understand the effectiveness of our promotional and marketing campaigns and whether you acted on these messages.

e. To identify you when you visit the website and/or the Mobile App, to personalize the content of the website and/or the Mobile App for you, and to assist you in carrying out Transactions and accessing Account information.

2.4. We use your Customer Data for legal and compliance purposes, as needed to comply with Laws and to prevent illegitimate or prohibited use of the Services or other illegal or wrongful activity. This purpose may further include using your Customer Data to validate and authenticate your identity and utilizing third parties to help us do so.

2.5. We use your Customer Data based on your consent, which includes consent for receiving marketing communications, or where otherwise required by Laws. When we request your consent, we will inform you of the intended purposes for which your Customer Data will be processed.

3. HOW WE SHARE YOUR CUSTOMER DATA

3.1. You understand that we may share your Customer Data in the following ways:

- a. With companies and service providers engaged by us to process information on our behalf and/or assist us in providing you with Services. In instances where we are to share your Customer Data with these parties, we will ensure that your Customer Data will be secured and protected under an agreement made between MPT Money and these parties that shall specify security measures to protect your Customer Data.
- b. With law enforcement and/or government agencies, including, when necessary, to protect or advance our legal rights and property or when obligated under Laws.
- c. With other third parties when you have given us your consent to disclose such Customer Data, or as otherwise permitted by Laws.

3.2. You understand that we may transfer your Customer Data if we enter into a merger, acquisition, or sale of all or a portion of our assets or business.

4. HOW WE PROTECT YOUR CUSTOMER DATA

4.1. We protect your Customer Data through several organizational, physical, and technical security measures to prevent unauthorized access, disclosure, use, and transfer.

4.2. When there is a need for us to share your Customer Data or store your Customer Data with a third-party, we use contractual arrangements to ensure that these third parties take appropriate measures in accordance with our instructions and security policies. Your Customer Data may be collected, deposited, kept, transferred, processed, or otherwise dealt with in another jurisdiction outside Myanmar.

5. YOUR RIGHTS RELATING TO CUSTOMER DATA

5.1. You have the right to access your Customer Data subject to Laws.

5.2. You have the right to stop us sending you marketing communications. Please call any of the MPT Money hotlines 990, 991, or 0123230990 for more information. If you opt-out of receiving such marketing messages from us, we will not send you marketing messages for the specified duration of time; however, we will continue to send you important messages regarding the Services you currently use.

5.3. To the extent we are processing Customer Data based on your consent, you may withdraw your consent as permitted by Laws. If you choose to withdraw your consent, you understand that you may not be able to participate in or benefit from our programs, Services and initiatives for which you previously provided consent.

6. HOW TO CONTACT US

6.1. To learn more about your Customer Data and/or this Privacy Policy, please contact any of the MPT Money hotlines 990, 991, or 0123230990 for more information. When we receive a request, we may ask for additional information to verify your identity. You understand that in some situations, we may refuse to act or may impose limitations on your rights, as may be provided by Laws.

7. MISCELLANEOUS

7.1. We will keep your Customer Data as long as necessary for the specific purpose it was collected, or to resolve any query you may raise. As a general rule, we will keep your Customer Data for at least five (5) years subject to Laws.

7.2. It is not our intention to collect Personal Information of children under the age of 13 without parental or guardian consent. If we become aware of such information in our databases, we will delete it unless we are otherwise required by Laws to keep it. If a Service is intended for use specifically by children, we will inform you accordingly and let you know what information is collected.

7.3. We are not responsible for the content or privacy practices employed by third-party websites and services. We do not assume responsible for any of these sites, their content, or their privacy policies.

7.4. You understand that we may update this Privacy Policy as necessary. You are encouraged to check this page from time to time to ensure that you are updated with any changes made to this Privacy Policy. Your continued use of our Services after any update to this Privacy Policy will constitute your acceptance of the updated Privacy Policy terms unless otherwise required by Laws.

Date of publication and effectivity: **[3/March/2021]**