



# **KBZ MPU BUSINESS DEBIT CARD TERMS & CONDITIONS**

Kanbawza Bank Limited (KBZ Bank) requires that all persons accessing KBZ Bank's MPU Business Debit Card adhere to set forth the following Terms and Conditions. By requesting or using MPU Business Debit Card of KBZ Bank or permitting someone else to use this Card on behalf of the Company, the Company indicates their acknowledgment and acceptance of these Terms and Conditions, which are from time to time subject to changes.

# 1. **DEFINITIONS**

- 1.1. **"Account"** means the Corporate Bank account in the name of a Company which is opened at KBZ Bank to facilitate various business transactions.
- 1.2. "Business Day" means a day other than a Saturday, Sunday, public holiday, or bank holiday in Myanmar.
- 1.3. "Branch" means any branch of Kanbawza Bank Limited (KBZ Bank).
- 1.4. "Card" means MPU Business Debit Card issued by KBZ Bank to a Company which is linked with the Corporate Bank Account to be used to make transactions.
- 1.5. "Cardholder" means an authorized or delegated officer or representative who has been appointed by the Company to activate, receive end/or use the MPU Business Debit Card.
- 1.6. "Card Number" means MPU Business Debit Card which includes 16-digit card numbers on the Card. This number will be in all communications/ correspondence with KBZ Bank.
- 1.7. "CBM" means the Central Bank of Myanmar.
- 1.8. "Company" means Customer of KBZ Bank who has been issued the Card by KBZ Bank.
- 1.9. **"KBZ Bank"** means Kanbawza Bank Limited and all the branches of KBZ Bank, including any branches that shall be set up by KBZ Bank in the future.
- 1.10. "Myanmar Kyat" means the official currency of the Republic of the Union of Myanmar.
- 1.11. **"Schedule of Fees"** refers to the list of fees collected by KBZ Bank that may change from time to time at KBZ Bank's discretion.
- 1.12. "Transaction" means the amount that is debited from the Balance in connection with the Cardholder's use of the Card, which amount includes both the amount to be transferred and the fees imposed to complete the transaction.
- 1.13. "Website" means to the KBZ Bank Website at www.kbzbank.com.

## 2. CARD CONDITIONS

- 2.1. The Card is a property of KBZ Bank at all times.
- 2.2. The Card is non-transferable and shall be used exclusively by the Company and the Cardholder only.
- 2.3. KBZ Bank may suspend or terminate the service at any time, with or without cause and without affecting the Company and Cardholder's outstanding obligations under these terms and conditions.







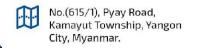




- 2.4. Upon termination of membership or withdrawal of privileges of the Card for any reason whatsoever, the Card shall be returned to KBZ Bank Card Department within Ten (10) Business Days, from the date of receipt of the notice. The Company and Cardholder shall be liable for payment of the bills arising out of the use of the Card, while the Card is not surrendered to KBZ Bank.
- 2.5. Use of the Card after notice of withdrawal of the privileges or the termination of the membership is fraudulent and may be subject to legal action by KBZ Bank in accordance with the prevailing laws of the Republic of the Union of Myanmar.
- 2.6. The Card is used for the payment of e-Commerce, Government-related payments, online payments, withdrawals, transfers, POS, and payments at the MPU merchants can also be done with this MPU Business Debit Card.
- 2.7. The Company and Cardholder shall provide written instructions to the KBZ Bank for the cancellation or non-renewal of the Card one month prior to the expiry date specified in the Card.

# 3. APPLICATION AND ACTIVATION OF THE CARD

- 3.1 The Company may apply for more than one Card at KBZ Bank. KBZ Bank has sole discretion for issuing Card to the Cardholder requested by the Company.
- 3.2 The Company that maintains a Corporate Bank Account with the Bank is eligible to apply for the MPU Business Debit Card by submitting the application form together with all relevant supporting documents (including providing Company information, documentation such as Certificate of Incorporation, Company Extract, Board of Directors Resolution with signed & sealed or other relevant legal documents) and approved signatures of. minimum 50% of the directors must consist of individuals listed in the DICA of the Company as may be required by KBZ Bank.
- 3.3 The Company acknowledges and agrees that, upon request by KBZ Bank, it shall be the sole responsibility of the Company to promptly provide and submit any additional documents or information required by KBZ Bank that may be necessary for the Card application or to facilitate and support the services and Transactions.
- 3.4 The Card issued under the name of the Company shall be operated by the authorized or delegated officer or representative approved by such Company and evidenced by a letter approving such designation.
- 3.5 The Company has acknowledged and approved the appointment of the designated Cardholder as an authorized and delegated representative for the Company. This authorization extends to activities related to the approval, usage, authentication, and modification of Cardholder information, encompassing updates to mobile phone numbers and email addresses, specifically for MPU Corporate Tax Debit Card transactions and associated Account.
- 3.6 This Card allows for the convenient and secure payment of e-commerce, POS and make payment at the MPU merchants under the MPU policy. The MPU Business Debit Card is directly linked to the Company's existing Corporate Bank Account at KBZ Bank.







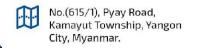




- 3.7 If the Card application information does not align with the details of the Company information on record in DICA and/or is inconsistent with the information associated with the existing Account of the Company at KBZ Bank, which is intended for the Card linkage, KBZ Bank shall reject the application.
- 3.8 KBZ Bank reserves the right to reject the Company's Card application at KBZ Bank's sole discretion without being obligated to provide any reason or explanation.
- 3.9 KBZ Bank will assume that all information and documents provided by the Company are correct, accurate, and up to date.
- 3.10 The Company and Cardholder acknowledge that this MPU Business Debit Card is exclusively designated for linkage with a Corporate Bank Account held by the Company.
- 3.11 The Company can apply for the Card at the designated Branches, it is already to use once it has been received by the Cardholder. By using the Card, the Company and its Cardholder agree to these terms and conditions. The Cardholder can activate the Card by changing the PIN. Upon the expiration of the Card, it will be deactivated automatically.
- 3.12 The Company agrees to use the Card, subject to the Card Transaction limits, including daily and pertransaction limits, as specified by KBZ Bank. The Company and Cardholder acknowledges and agrees that KBZ Bank has the right to modify or amend any associated fees and maximum limits for Transactions.

# 4. CARD VALIDITY AND USAGE

- 4.1 The Validity of the Card remains by the end of the month mentioned in the Card in MM/YY format.
- 4.2 The Company and Cardholder can use the MPU Business Debit Card depending on the balance available in the Corporate Bank Account of the Company linked to the MPU Business Debit Card. If the total balance in the Corporate Bank Account of the Company is insufficient to maintain, the Company and Cardholder Transaction will be automatically declined.
- 4.3 All financial Transactions made using the MPU Business Debit Card issued to the Company shall be deducted from the Corporate Bank Account of the Company.
- The Card is valid for payments related to e-commerce, POS and make payments at the MPU merchants under the MPU policy within Myanmar.
- 4.5 The Card shall be valid for 5 years from the date of issue, which will be printed on the front of the Card. The Cardholder can activate the Card by changing the PIN. Upon the expiration of the Card, it will be deactivated automatically. The Cardholder has the option to renew the Card before it reaches its expiration date by visiting KBZ Bank.
- 4.6 The Card may be used for Transactions up to the limits specified by KBZ Bank, subject to the available amount.
- 4.7 All Transactions made using the Card will be conducted exclusively in Myanmar Kyats.
- The Card is issued to the Company and the Cardholder and is for the sole purpose of making authorized related to the payments included e-commerce, POS and make payment at the MPU merchants under the MPU policy.











4.9 The Card shall not be used for any illegal activities, including but not limited to money laundering or terrorist financing and any personal expenses.

# 5. Payments

- In order to make related to the payments e- commerce, POS and make payment at the MPU merchants by the Cardholder, the Cardholder must provide 16 digits that are available on the Card. The Card expiry date and the Company's name are necessary to fill up in the e- commerce, POS and make payment at the MPU merchants via online.
- 5.2 The Cardholder is necessary to fill up the Secure Code (One Time Password, OTP) to complete the Transactions, while the Cardholder makes online Government's e- commerce, POS and make payment at the MPU merchants. The Secure Code will be sent to Company's email provided by the Company when apply the Card for several security reasons.

# 6. OBLIGATIONS OF THE COMPANY AND THE CARDHOLDER

- 6.1. The Company and the Cardholder shall notify KBZ Bank as early as possible of any change to Cardholder's or Company address, email address, phone number, or any other particulars supplied to KBZ Bank by the Company and Cardholder.
- 6.2. The Company and the Cardholder must comply with the policies and procedures set forth by the issuing KBZ Bank, which may include Transaction limits, reporting requirements, and other terms and conditions.
- 6.3. The Company and the Cardholder shall implement security measures to protect the Card and Card details involving setting up PINs or using additional authentication methods. The Company shall be responsible for monitoring Card Transactions for fraud and taking prompt action to address reported unauthorized Transactions.
- 6.4. The Company is responsible for implementing an approval process for Card issuance involving verifying the eligibility of the Cardholder to hold the MPU Business Debit Card.
- 6.5. The Company shall regularly review Cardholder Transactions to ensure they align with approved e-commerce payments, POS and make payment at the MPU merchants and to identify any irregularities or discrepancies.
- 6.6. The Company is responsible for ensuring that the Cardholder adhere to the policies and guidelines related to the use of MPU Business Debit Card.
- 6.7. The Company shall issue MPU Business Debit Card only to authorized person/people for the purpose of making approved e-commerce payments, POS and payment at the MPU merchants.
- 6.8. The Company shall be responsible for monitoring Card usage to ensure it aligns with approved e-commerce payments, POS and make payment at the MPU merchants. Any discrepancies or concerns shall be reported promptly to KBZ Bank.
- 6.9. The Company and Cardholder are responsible to the Cardholder for keeping the Card secure and not sharing their Card information with unauthorized individuals.







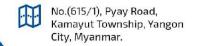




- 6.10. The Company and the Cardholder are responsible, in all circumstances, for all Card Transactions and related charges, even those made without proper authorization or permission, whether by a third party or the Cardholder.
- 6.11. The Cardholder must ensure that the Card is kept in a safe place at all times.
- 6.12. After activation of the Card, the Cardholder must not share his/her own OTP.
- 6.13. The Cardholder's liability guarantees concerning Card usage will be considered by KBZ Bank as guarantees made by the Company, and the Company will be liable for any failure on the part of the Cardholder to perform these guarantees.
- 6.14. The Company and the Cardholder will be responsible for regularly checking, monitoring, and verifying the Card Transaction and for the Cardholder to use the Card in accordance with the terms and conditions set by KBZ Bank. If any suspicious Transactions are detected, the Company and the Cardholder must promptly notify KBZ Bank.
- 6.15. The Card is the property of KBZ Bank and the Card must be returned to the Card Department of KBZ Bank upon requested by KBZ Bank.
- 6.16. An instruction given by means of the Card shall be irrevocable.
- 6.17. The Company irrevocably authorized us to debit the amounts utilized by using the Card for Transactions to the Company's Card Account.
- 6.18. The Cardholder shall return the Card to KBZ Bank when the Cardholder has not required to the Card or the Card is expired or upon its retrieval after being reported lost.

# 7. RIGHTS OF KBZ BANK

- 7.1. KBZ Bank may at its sole discretion withdraw or suspend the Card or amend any of its features without notice to the Company and Cardholder.
- 7.2. KBZ Bank reserves the exclusive right to refuse or decline your Card application without obligation to provide any justification or explanation for such rejection at the sole discretion of KBZ Bank.
- 7.3. KBZ Bank reserves the right to terminate membership, withdraw the privileges attached to the Card, or not renew the expired Card at any time and to call upon the Company to surrender the Card.
- 7.4. The Company acknowledges and agrees that KBZ Bank reserves the complete right to seize/cancel the Card so issued to the Company if found at later date, the information submitted by the Company and/or Cardholder is false, and/or the Card has been misused.
- 7.5. KBZ Bank shall have discretion not to carry out a Transaction where it has reason to believe that the use of the Card is not authorized, or the Transaction appears not genuine or unclear or such as to raise a doubt or it cannot be put into effect for whatsoever reasons.
- 7.6. KBZ Bank may at its discretion, videotape or record on camera the Cardholder's access at ATM and rely on footage of such clippings as evidence in any proceedings.











# 8. LOSS OF CARD

- 8.1 The Company and the Cardholder shall immediately notify the Branch and call center from where he/she obtained the Card if the Card is lost/stolen.
- 8.2 Any financial loss arising out of unauthorized use of the lost Card till such time the KBZ Bank records the notice of loss of the Card shall be the responsibility of the Company.
- 8.3 For issuance of replacement Card, the fee fixed by KBZ Bank from time to time shall be charged.
- The Company and the Cardholder undertakes to indemnify KBZ Bank from and against all losses, damages, costs or expenses incurred / to be incurred by KBZ Bank arising out of the Company's failure to observe any of the terms and conditions mentioned herein.
- 8.5 The Company and the Cardholder agrees to protect the Card against loss, theft, or unauthorized use by taking all reasonable precautions. If the Company's Card has been lost or stolen or if the Company has reason to believe that someone has made an unauthorized Transaction with the Company's Card or may attempt to use the Company's Card without the Company's permission, the Company and/or its authorized the Cardholder must immediately inform KBZ Bank In person or by calling the Customer Call Center of KBZ Bank. The Company and/or its authorized the Cardholder will be asked to provide us with the Company's name, the Card number, the Expiry Date, and the original Card value and Transaction history.
- The Company and the Cardholder will be liable for all Transactions carried out on the Card till the Company and/or its authorized Cardholder report the loss of the Card to KBZ Bank.
- 8.7 For issuing replacement Card due to loss or damage, the fees specified by KBZ Bank from time to time may be charged to the Company.

# 9. FEES

9.1 In consideration of KBZ Bank providing the Company with the facility of the Card, KBZ Bank may demand an annual fee, collection of Card fee, fee for providing Transaction statements.

	Description	Fees & Charges (MMK)
1	Issuing Fee	Waived
2	Annual Fee	3,000 MMK
3	Replacement Fee	3,000 MMK
4	Card Lost/Stolen	3,000 MMK
5	Transaction Fee	1,000 MMK
6	Transaction Limit	According to MPU Policy (5 Mil MMK per day)









9.2 KBZ Bank may amend the above charges and fees at any time for any reason at its absolute discretion without prior notice.

### 10. TRANSACTIONS

The Transaction record generated shall be conclusive and binding unless verified otherwise and corrected by KBZ Bank. The verified and corrected amount shall be binding on the Company.

# 11. PAYMENT DISPUTES AND REFUNDS

- 11.1. If there is any dispute in regard to Transactions the Company and/or the Cardholder makes using the Card, the Company and the Cardholder agree to settle such disputes with the government departments and agencies from whom the Transaction was made. KBZ Bank is not responsible for any problems that the Company may have with any services that the Company or its Cardholder's payment with the Card, whether with regard to safety, safely, legality, or any other aspect of the Company or the Cardholder's payment.
- 11.2. In the event of any dispute regarding the Transaction made with the Card, the Company or the Cardholder shall promptly notify KBZ Bank in writing, providing details of the disputed Transaction within 30 calendar days from the Transaction processing date. KBZ Bank shall conduct a thorough investigation into the disputed Transaction and the Company and the Cardholder shall cooperate fully by providing any necessary documentation or information during the investigation. The decisions made by KBZ Bank concerning the disputed Transaction shall be deemed final and binding upon all parties involved.
- 11.3. Total Fraud Dispute Transactions for MPU Debit Card is up to 15 Transactions.

# 12. CHANGE OF FACILITIES

- 12.1. KBZ Bank may at its discretion make available the use of a Card at any devices through shared networks. The Cardholder understand and agree that such networks may provide different functionality, service offerings, and different charges for different services and/or locations.
- 12.2. KBZ Bank shall in its sole discretion at any time, without notice to the Company or the Cardholder, be entitled to withdraw, discontinue, cancel, suspend, and/ or terminate the facility to use the Card and/or services related to it, at any devices and shall not be liable to the Company or the Cardholder for any loss or damage suffered resulting in any way from such suspension or termination.
- 12.3. Maintenance: While advance notice of maintenance work likely to affect the availability of services, shall be given, KBZ Bank reserves the right to suspend, without any notice to the Company or the Cardholder, access to the devices or the provision of all or any of the services, at any time, if KBZ Bank deems it necessary to do so, whether for routine maintenance or technical force measure for any other reason.

# 13. LIMITATION OF LIABILITY

Except as otherwise expressly required by these terms and conditions or applicable Law, KBZ Bank will not be liable to the Company or the Cardholder for performing or failing to perform any obligation under











these terms and conditions unless KBZ Bank has acted in bad faith. In no event shall the Company or the Cardholder be entitled to recover any indirect, consequential, exemplary, or special damages, even If the Company or the Cardholder has advised us of the possibility of such damages.

### 14. INDEMNITY

- 14.1. The Company and the Cardholder undertake to indemnify the KBZ Bank and to keep the KBZ Bank indemnified against all losses, damages, costs, or expenses incurred and sustained by KBZ Bank arising out of the Cardholder or the Company's failure to observe any of the terms and conditions herein mentioned.
- 14.2. In consideration of KBZ Bank providing the Company with the facility of Card, the Company hereby agrees to indemnify and keep KBZ Bank and/or its employees indemnified from and against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses which KBZ Bank may at any time incur as a consequence of providing the company the facility of the Card.

### 15. ILLEGALITY

KBZ Bank may close and revoke any Card, Card Account, or service with or without notice to the Company if, because of any change to any applicable law, regulation, regulatory requirement, or judicial decision, or in KBZ Bank's opinion, maintaining or performing any obligation under these terms and conditions becomes illegal, or KBZ Bank are otherwise prohibited from doing so. If this happens, the Company must pay KBZ Bank all liabilities on demand.

# 16. NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE

From time to time Card services may be inoperative, and when this happens, the Company and/or the Cardholder may be unable to use the Card or obtain Information about the Balance on the Cardholder's Card. Please notify us if the Company and the Cardholder have any problems using the Card. The Company and the Cardholder agree that KBZ Bank is not responsible for any interruption of service.

# 17. DISCLOSURE

KBZ Bank may disclose information to third parties about the Company's Card Account or the Transactions the Company makes:

- 17.1. Where ills necessary for completing the Transaction:
- 17.2. In order to verify the existence and condition of the Company's Card Account for a third party, such as a merchant:
- 17.3. In order to comply with government authority, court order, or other legal reporting requirements:
- 17.4. If the Company gives KBZ Bank the Company's written permission, or
- 17.5. To KBZ Bank's employees, auditors, affiliates, service providers, or attorneys as needed.











### 18. DEBITS TO CARD ACCOUNT

- 18.1. KBZ Bank has the express authority to debit the designated Corporate Bank Account of the Company for all Transactions effected using the Card as evidenced by KBZ Bank's records which shall be conclusive and binding on the Company. The Company and the Cardholder expressly authorizes the KBZ Bank to debit the designated Corporate Bank Account.
- 18.2. KBZ Bank shall debit the designated Corporate Bank Account for all fees and charges as determined by KBZ Bank relating to the Card and service thereby provided.

#### 19. RIGHT OF SET OFF

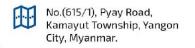
The Company and the Cardholder are obliged to return any excess funds inaccurately credited due to erroneous Transactions by a third party or by KBZ Bank or for any reason. Where such funds do not rightfully belong to the Company, KBZ Bank may deduct such excess deposits without any restriction, notice or by all reasonable other means.

### 20. FORCE MAJEURE

The Company and the Cardholder understand that KBZ Bank shall not be liable for any failure of or delay in the performance of this services for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, fire, flood, torrential rain, storm or other extreme weather conditions, riot, insurrection, civil commotion, sanctions, boycott, failure of electricity, equipment failure, or any other force majeure event. KBZ Bank performance of these services will, to the extent that it is prevented, hindered or delayed by such circumstances, be suspended until such circumstances cease to exist. KBZ Bank will not be liable to the Company or Cardholder any other party or be considered in breach of this terms and conditions for a failure to perform, or delay in performing, any such obligation set out in this terms and conditions while those circumstances continue.

# 21. ANTI-MONEY LAUNDERING AND SANCTIONS

- 21.1. KBZ Bank is subject to anti-money laundering laws in the Republic of the Union of Myanmar and certain countries, which may prohibit KBZ Bank from entering or concluding Transactions involving certain persons or entities.
- 21.2. The Company and the Cardholder must provide all information required by KBZ Bank in order to manage its anti-money laundering or counter-terrorism financing and risks from the economic trade sanctions or to comply with any other laws and regulations of the Republic of the Union of Myanmar.
- 21.3. The Company and the Cardholder declare and undertake that the process of any Transactions by KBZ Bank will not breach any of the laws in Myanmar or any other country.











### 22. INTELLECTUAL PROPERTY RIGHTS

KBZ Bank is an owner of all intellectual property rights, whether in contents or wording, pictures, signs, logo, trade service marks, trade name as well as all design works, in all documents and websites of KBZ Bank. The Company must not exploit the intellectual property right of KBZ Bank or make any advertisement without receiving prior written consent from KBZ Bank. We shall not perform or allow any third party to perform any action that might cause damage to the image, trademark, trade name or other intellectual property right of KBZ Bank.

### 23. MISCELLANEOUS

- 23.1. The Company must physically be present in KBZ Bank's branch if he / she / it elect to close their Card.
- 23.2. When closing the Card, the Company must immediately return their Card to the KBZ Bank.
- 23.3. In the event that the linked Bank Account of the Company, which is associated with the Card, is closed for any reason, the Card shall be automatically closed concurrently. The Company and Cardholder shall no longer have access to or be able to use the Card.
- 23.4. The Company is fully responsible to inform KBZ Bank to update the Card status if there is any change in Account policy. There are no liabilities at KBZ Bank side concerning changing Card status which is reflected by KBZ Bank Account status changing.
- 23.5. This service may be canceled or withdrawn at any time for any reason at KBZ Bank's sole discretion without prior notice.
- 23.6. The Company shall return the application form after being signed as a token of having read and understood the above Terms and Conditions.

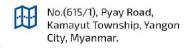
# 24. DISCLAIMER OF WARRANTIES

Except as expressly otherwise provided in these terms and conditions, KBZ Bank may no representations or warranties of any kind to the Cardholder, whether express or implied, regarding the Card, customer service functions, or any other subject matter of these terms and conditions, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose or those arising by statue or otherwise in law or from a course of dealing or usage of trade.

# 25. SERVICE OF DOCUMENTS

In addition to any other method of service available to KBZ Bank, any document in a court action or proceeding requiring to be delivered by personal service or otherwise (including but not limited to any writ of summons, statement of claim, statutory demand, bankruptcy application) may be served on the Company by post, delivery to or leaving it at the Company's last known address in KBZ Bank's records and such manner of service is deemed as effective personal service even if it is returned undelivered:-

- 25.1. if sent by person, at the time of delivery, or when left at the address;
- 25.2. if sent by post to an address within Myanmar, five (5) business days after posting.











#### 26. WARRANTY

As a condition of the use of services, the Company and the Cardholder warrant to KBZ Bank that the Company will not use services for any unlawful purpose. The Company agrees to abide by all applicable laws, rules, regulations and statutory requirements regarding the use of services.

# 27. AMENDMENTS

The Company and the Cardholder acknowledge that KBZ Bank reserves the right to amend, modify or substitute any provisions of this Terms and Conditions or to the Services and or features and/or any charges/fees at any time for any reason at its sole discretion and without any prior notice. The Company and the Cardholder shall be responsible for regularly reviewing these terms including amendments thereto as may be posted on the Website. Any use of KBZ Bank's MPU Business Debit Card after a change or changes take effect will constitute this Terms and Conditions to such changes.

### 28. ASSIGNMENT

The Company and the Cardholder shall not assign its rights or obligations under these terms and conditions, in whole or in part, nor enter into any subcontract to perform any portion of these terms and conditions, without the written consent of KBZ Bank.

# 29. SEVERABILITY

Each of the provisions of this Terms and Conditions shall be several and distinct from one another. If any of the provisions of these Terms and Conditions becomes invalid, void, illegal or unenforceable in any respect under any law, the validity, legally and enforceability of the remaining provisions shall not in any way be thereby affected or impaired.

# 30. WAIVERS

Failure or delay on part of either party to enforce any provision(s) of these Terms and Conditions at any point of time shall not be construed to be a waiver by such party of such rights thereafter to enforce each and every provision of these Terms and Conditions.

# 31. NO RELATIONSHIP

Nothing in this terms and conditions shall be construed as to create the relationship of employer-employee, partners, collaborators, joint-venture between the parties hereto. The parties shall be independent contractors and neither party shall bind the other by its acts, deeds or omissions.











#### 32. **GOVERNING LAW AND DISPUTE RESOLUTION**

This Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Republic of the Union of Myanmar and the Courts in Myanmar shall have exclusive jurisdiction to solve any dispute arising from or under these Terms and Conditions.

#### 33. **COMMUNICATIONS**

- 33.1. Unless otherwise expressly provided in writing, KBZ Bank's notices and communications to the Cardholder are effective: -
- 33.2. if sent by electronic mail or SMS, at the time of transmission.
- if sent by hand, at the time of delivery. 33.3.
- 33.4. if displayed at KBZ Bank Branches or on KBZ Bank ATMs or posted on social media and KBZ Bank's official website, on the date of display or posting;
- 33.5. KBZ Bank will not be responsible for what may happen to notices or communications after the Cardholder is sent, for example, if any notice or communication is delayed, intercepted, lost, fails to reach, or disclosed to anyone during transit.

#### **LANGUAGE** 34.

These Terms and Conditions are made in both English and Myanmar and both versions shall be equally authentic and effective. In case of any discrepancy between the two versions, the Myanmar version shall prevail.

#### 35. **CUSTOMER CONTACT CENTER**

The Cardholder can call our 24-hour Customer Contact Center for queries, register their complaints, and, most importantly, report lost Card at Yangon Customer Contact Center +95 1 515216/ +95 1 515217/ +95 1 515218/ +951 515238/ +95 1 2305756/ +95 1 2305736, +95 1 2306185, Fax to +95 1 515238 Cardholder can write to KBZ Bank at hotline.cards@kbzbank.com

#### **DECLARATION BY APPLICANT**

# By signing:

- 1. I have received, read and understood the Terms and Conditions governing the usage of the Card.
- 2. I agree to be bound by the said Terms and Conditions and to any changes made therein from time to time by Kanbawza Bank Ltd at its sole discretion without any notice to us.
- 3. I affirm that the information provided in the Application Form is true and correct.









Signature of Administrator (1)

Signature of Administrator (2)

Name : -----

Date : ------

lame:-----

Date : -----

Company Stamp



