

## **Terms and Conditions**

The Gold Investment feature and its associated site uabpay are operated and published by uab bank. The uab bank is established in 2010, we are now serving our customers from a growing network of over 79 branches in 53 townships across Myanmar. uab provides a wide range of financial services including consumer banking, premier banking, SME banking, corporate banking, trade finance and treasury services.

Your use of this Gold Investment feature is governed by these terms and conditions and by our Privacy Policy. By accessing or using this feature you will be taken to have read and accepted these terms and conditions. If you do not agree to these terms and conditions, you are not allowed to use this feature. One is not eligible to use our feature if one is directly or indirectly considered a sanctioned person or affiliated with an entity identified on Myanmar sanctions list, regulation, directive, or law.

uab bank reserves the right, without notice, to change or modify any of these terms and conditions in any manner and at any time and changes to these terms and conditions. You are responsible for reading these terms and conditions each time that you access or use the Gold Investment feature.

## **Users' Account**

When users open an account in uabpay and using Gold Investment Platform users agree to accept to maintain your account. Users are responsible not only to maintain confidentiality of your account: password, identification, and other related private information but also for all activities occur under the account. uabpay and Gold Investment Platform reserve the right to refuse service, terminate accounts, remove, or edit content at uabpay's Gold Investment Platform sole discretion at any time without prior notice to you if uabpay has found any of invalidate or illegal request to use of the account.

## **Communication of Platform**

Users agree, understand and acknowledge that the Site is an online wallet platform that enables you to purchase gold listed at the price indicated therein at any time from any location using a payment method of your choice. Users further agree and acknowledge that uabpay Gold Investment Platform is only a facilitator and cannot be a party to or control in any manner any transactions on the Site by an independent service provider. Accordingly, the contract of selling gold on uabpay shall be a strictly bipartite contract between you and the sellers on uabpay.

## **Site Policies, Modification, and Severability**

We reserve the right to make changes to our site, policies, Service Terms, and these Conditions of Use at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

## **Description of Units & Payment**

Gold is designated for trading through their sale, purchase or redeem in units of Yways and/or ticals. Gold type determination and distribution shall be done only upon client request of physical delivery via Gold Investment platform through a uabpay account approved by the gold shop. Upon request for physical delivery, the gold type and physical redemption fees shall be determined subject to the agreement entered by both parties. All trades and transactions of golds are subject to the laws and regulations of the Myanmar Central Bank.

The client may trade Gold via Gold Investment platform through any of the following approved payment accounts by uab bank:

- **uabpay**
- **uabpay+**
- **SaiSai pay**
- **uab bank accounts**

The two parties (**Seller “First Party” & The Customer “Second Party”**) agreed pursuant to the terms and conditions subject to which all transactions regarding investments in **Gold** shall be done. And the parties have agreed on the following:

### **Terms and conditions of Gold Investment Agreement**

This agreement shall be subject to all terms and conditions mentioned below:

- a. All transactions agreed upon by both parties shall be subject to physical redemption fees and the online transactions fees (commission). The gold shop shall have right to change limit orders and/or prices.
- b. In case of gold sale, the gold shop shall accept and/or reject the client’s sale request within one working day. In case the gold shop couldn’t perform the sale request, the trading process will not be stopped, and the gold shop shall inform to the customer within two working days.
- c. The two parties agreed that the gold shop shall not accept any money unless through the uab bank accounts, uabpay, uabpay+ and SaiSai pay, and the gold shop shall not accept any money remittance by third parties on behalf of the client unless through the client’s uab bank accounts, uabpay, uabpay+ and SaiSai pay. The two parties agreed that all payments shall be in MMK.
- d. Governmental or judicial damage, exchange, waiver, regulatory restrictions or to regulate decisions.
- e. The client shall provide the uab bank with correct, complete, and accurate details by filling the form called KYC. Providing the uab bank with incorrect information is considered an offense punishable by law.

## **Commercial tax**

Buyer shall be responsible for payment of all fees/costs/charges associated with the purchase of gold from uabpay and you agree to bear any and all applicable taxes as per prevailing law.

## **Discloser of Risks**

Trading in Gold is not suitable for all, and it contains many risks. The client shall take into his/her consideration the below mentioned risks, and shall be aware of the risks before signing agreement:

The uab bank is using an automated computer system through which the client may use Gold Investment feature via uabpay. This automated system may be corrupted for a period of time due to any irregular reason which may prevent both parties from completing the required deal and may result in loss of service or reduce its execution speed. If the client encounters any technical problems from his side, the uab bank recommends the client to call to the relevant call center to complete a deal.

The uab bank recommends the client to deal with his/her username and password carefully and to never disclose it to anyone. The uab bank shall not be liable for the discloser of the username and password due to the client's negligence. Gold Investment also recommends the client to inform the uab bank immediately upon suspicion of any account breakthrough which may affect negatively on the deals existing on the client's investment platform.

## **Disputes**

Any dispute or claim relating in any way to your use of any uabpay Gold Investment Platform will be adjudicated in accordance with and governed by the laws of the Republic of the Union of Myanmar and you consent to exclusive jurisdiction and venue in these courts. We each waive any right to a jury trial.

## **Waiver**

You acknowledge and recognize that we are a private commercial enterprise and reserve the right to conduct business to achieve our objectives in a manner we deem fit. You also acknowledge that if you breach the conditions stated on uabpay Gold Investment Platform and we take no action, we are still entitled to use our rights and remedies in any other situation where you breach these conditions.

## **Governing law**

These terms and conditions are governed by and construed in accordance with the laws of The Republic of the union of Myanmar, without regard to principles of conflict of laws. When you visit uabpay Gold Investment Platform, you agree this applicable law.

## **Contact Us**

Questions regarding our Conditions of Usage, Privacy Policy, or other policy related material can be directed to our support staff by clicking on the “Contact Us” link or users can email us at: