



Terms and Conditions governing use of uab Visa Prepaid Card

IMPORTANT

Please read very carefully the terms and conditions herein and only use your Card if you are agreeable to the terms and conditions herein. By using your Card, you shall be deemed to have accepted the terms and conditions and shall be bound by them.

Unless otherwise expressly stated herein, in addition to the terms and conditions of this Agreement, your use of the uab Visa Prepaid Card is also governed by the “Terms and Conditions governing Accounts, Products and Services” and/or the prevailing terms and conditions applicable to any accounts, facilities, products and services you may subscribe to or have with uab, and any other facilities, products and services you may hereafter obtain from uab and/or any of its subsidiaries, affiliates and business partners.

This Agreement is also to be read in conjunction with uab’s Terms of Access, uab Visa Prepaid Card application form and any instructional material or User Guide(s) provided by uab as well as any other terms, conditions and provisions which uab and/or any of its subsidiaries, affiliates and business partners may prescribe from time to time. Should there be any conflict between this Agreement and any other agreement you may have with uab or any of its subsidiaries, affiliates and/or business partners, the terms and conditions of this Agreement shall prevail to the extent that it relates to your use of uab Visa Prepaid Card.

GENERAL

In consideration of UNITED AMARA BANK LIMITED (hereinafter called “uab”) agreeing to make available the Card to any Cardholder, the Cardholder hereby agrees to be bound by the following terms and conditions:

1. DEFINITIONS

1.1 In this Agreement, the following words and expressions shall have the following assigned meanings, unless the context otherwise requires:

3D Secure means the secure protocol designed to ensure enhanced security and strong authentication for the Cardholder when the Cardholder uses his/her Card for online purchases that require OTP. It is also called “Verified by Visa”.

Agreement means this uab Visa Prepaid Card Agreement including any addendums that may be added by uab from time to time.

ATMs means automated teller machines.

“Business Day” or **“Business Days”** means any day (excluding Saturdays, Sundays and Public Holidays) on which banks are open for business in Myanmar.

Card means the uab Visa Prepaid Card issued by uab.

Cardholder means the registered individual who is the holder of the Card and authorised by uab to use the Card in accordance with this Agreement.

Card Account means the uab Visa Prepaid Card Account which is non-interest bearing to be opened and maintained by uab for the issuance and use of the Card and from which cash withdrawals or

payment for any purchases of goods and/or services by the Cardholder and any other applicable fees, charges and/or taxes are to be deducted or debited.

Card Account Balance means the funds available in the Card Account which shall not fall below the Minimum Stored Value.

Contactless Reader means a point-of-sale device at which a Card may be used on contactless mode to execute Transactions.

Currency Wallet(s) means one or more wallets loaded with or holding the respective Currency.

Customer Service Help Desk means uab Customer Service Help Desk at 01-8551335 or any other number provided by uab.

E-Statement means the monthly statement setting out the Transaction history [as well as the balance available in the Card Account] accessible by the Cardholder from uab mobile or uab online.

Issuing Fee means the one-time fee of MMK 8,000 or such other amount as may be specified by uab from time to time, chargeable by uab and payable by the Cardholder to uab upon issuance of the Card.

“Merchant” or **“Merchants”** means any retailer, or any other person, firm or corporation, its employees, servants or agents that agrees to accept the Card and have agreed to provide goods and/or services to the Cardholder upon presentation of the Card by the Cardholder and upon the terms and conditions herein.

Maximum Card Value has the meaning prescribed in Clause 7.1 of this Agreement.

Minimum Stored Value means the minimum amount of MMK 10,000 or its equivalent in foreign currency to be maintained in the Card Account at all times for Transactions using the Card.

Mobile Device(s) means the mobile phone or such other communication device which is used to access the applicable mobile banking services. Mobile banking services means the Services which may be accessed by the Cardholder via uab mobile.

OTP means One Time PIN which is a 6-digit code generated by uab to facilitate Cardholder's 3D Secure online transactions and/or Card PIN creation/change and/or uab mobile transactions. This OTP is only valid for one session or transaction, on a computer system or digital device.

PIN means the personal identification number issued on the Card whereby the Cardholder must enter his or her PIN to complete Transactions as and when PIN entry is required by ATMs and/or any point-of-sale devices.

Product Disclosure Sheet means a disclosure document about the Card, including but not limited to its features, fees, charges and benefits. Services means the products and services made available to the Cardholder by uab from time to time.

Top-Up means the top-up amount or further reload amount deposited by the Cardholder into the Card Account which shall not cause the Card Account to exceed the maximum Card Value at any given time or such other amount as may be determined by uab for cash withdrawal or the purchase of goods and/ or services from the Merchants in accordance with the terms and conditions herein.

“Transaction” or **“Transactions”** means any type of transaction effected through or in connection with

the use of the Card, including but not limited to, the Mobile Transaction Services, online inquiries and any other electronic mode of communications relating to the Card.

uab mobile means the mobile software application downloaded and installed by a Cardholder into a Mobile Device in order to obtain access to the applicable mobile banking services.

uab online means the online banking services, of which may be accessed by you via the Internet or any other electronic medium approved by uab that enables you access to your Account and/or effect banking and /or other transactions electronically.

Visa means Visa Inc., P.O. box 8999, San Francisco, CA 94128, United States of America and includes its successors-in-title and assigns.

Website means www.uab.com.mm

1.2 Unless the context otherwise requires:

- (i) Words denoting one gender include all other genders and words denoting the singular to include the plural and vice versa.
- (ii) If any expiry date or period of time falls on a day which is not a Business Day, then that period is to be deemed to only expire on the next Business Day.
- (iii) The headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained.

2. EVIDENCE OF AGREEMENT

2.1 The Cardholder's signature authentication provided during the Card application process shall constitute the Cardholder's agreement to the terms and conditions herein governing the usage of the Card.

3. APPLICATION AND ACTIVATION OF THE CARD

3.1 The card can be applied via uab branches. uab may however introduce other channels for application of the Card from time to time.

3.2 In order to apply for the Card with a wallet size of up to the Maximum Card Value, the applicant must complete the application form (hereinafter referred to as the "Standard Application Form") and submit it to uab together with image copy of his or her identification card or passport and/or work permit where the applicant is a foreigner, and all other relevant supporting documents and payments as specified therein. Original identification documents should be presented to uab for its verification.

3.3 In the event that the Cardholder is a minor (aged 12 to below 18) ("Minor Cardholder"), the parents/ guardian of the Minor Cardholder and the Minor Cardholder acknowledge that the issue and use of the Card is governed by this Agreement and agree to be bound by this Agreement. The parents/guardian of the Minor Cardholder hereby also undertake to (i) indemnify uab against any Transactions and any losses, damages and/or liabilities suffered by uab for issuing the Card to the Minor Cardholder and (ii) explain the importance of Card details including but not limited to the PIN and/or OTP and the Card Security Details (as defined below) to the Minor Cardholder.

3.4 All Card applications are subject to an Issuing Fee and any other applicable fees that are published at the Website from time to time. In the event the Card application is rejected by uab, uab shall refund the Joining Fee to Cardholder in any manner it deems fit.

- 3.5 The Cardholder acknowledges and agrees that uab may refuse to accept the registration of the Card without being under any obligation to inform the Cardholder of its reason for such refusal and such decision shall be final and conclusive.
- 3.6 The Cardholder hereby agrees that uab shall not, in any manner whatsoever, be held responsible for any loss incurred and/or damage suffered by the Cardholder as a result of uab's failure to activate the Card.
- 3.7 The Cardholder shall immediately inform uab of any changes in the particulars provided in the Standard Application Form in accordance with Clause 44 below.
- 3.8 The Cardholder further agrees that the Card application may be accepted and the Card may be issued by uab at its sole discretion. The Card can be activated via uab's branches. Activation of the Card shall constitute uab's acceptance of the Cardholder's application and the Cardholder's acceptance of the terms and conditions hereunder.
- 3.9 The Cardholder shall sign on the Card immediately upon receipt of the Card from uab.
- 3.10 The Card shall be valid for such period indicated on the face of the Card unless terminated earlier in accordance with this Agreement.

4. USE OF THE CARD

- 4.1 Subject to the terms and conditions of this Agreement, the Cardholder may use the Card for such Transactions set out in Clause 9 below or any other Transactions uab may determine from time to time.
- 4.2 The Cardholder acknowledges that the Card is non-transferable and the Card shall only be used exclusively by the Cardholder and shall not give the Card to any other third party or allow them to use it to effect Transactions.
- 4.3 The Cardholder must take all reasonable precautions to prevent the Card, including but not limited to the Card number, the Card PIN, OTP, the password, any internet password and internet identity number/code or any other security details relating to the Card or Card Account (the "Card Security Details") from being misused or being used to commit fraud. These precautions include but not limited to:
- (i) Signing the Card as soon as it is received from uab and complying with any security instructions provided;
 - (ii) Protecting the Card, the Card PIN, OTP and any Card Security Details;
 - (iii) Destroying any notification of the OTP and/or any Card Security Details;
 - (iv) Not writing down the Card PIN, OTP and/or the Card Security Details nor disclosing them to any other person under any circumstances or by whatever means (including persons in apparent authority, family members or spouse), and the Cardholder shall be fully responsible and liable for all transactions effected by the use of the Card PIN or OTP whether with or without knowledge or authority of the Cardholder;
 - (v) Not allowing another person to see his/her Card PIN and/or OTP and/or any Card Security Details at all times;
 - (vi) Not selling, damaging, manipulating, replicating or tampering with the Card or do any act of modification to the Card;

- (vii) Regularly checking that the Cardholder still has his or her Card;
- (viii) Ensuring that the transaction amount is correct before the Cardholder signs any vouchers or transaction records given to him or her by any Merchants or financial institutions or before the Cardholder enters Card PIN and/or OTP at the Merchant's point-of-sale device and/or at any electronic banking terminals;
- (ix) Keeping Card receipts securely and disposing of them carefully;
- (x) Remembering to retrieve Card after use;
- (xi) Contacting uab immediately relating to any suspicious matter or problem regarding the use of the Card at a device or terminal; and
- (xii) Checking the monthly E-Statement promptly and regularly and reporting any suspicious activities immediately.

5. CARD IS THE PROPERTY OF uab

5.1 The Card shall remain the property of uab at all times, and the Cardholder shall surrender the Card to uab on demand, failing which uab reserves the right to withdraw or suspend the Card and/or services offered thereby at any time without prior notice to the Cardholder, and where uab deems fit, to terminate the use of the Card without assigning any reasons whatsoever. The Card may only be used subject to the conditions of use, instructions and guidelines as may be prescribed by uab from time to time.

6. PERSONAL IDENTIFICATION NUMBER ("PIN")

6.1 uab will send a temporary PIN to the Cardholder via Short Messaging Service (SMS) to the Cardholder's Mobile Device at his or her own risk or by whatever means uab deems fit. The Cardholder shall subsequently create his/her Card PIN via ATMs at uab branch.

6.2 The Cardholder, upon receipt of the temporary PIN shall immediately change the temporary PIN to a new PIN of his or her choice. The Card PIN is a secret 6-digit number chosen by the Cardholder.

6.3 The Cardholder can change the Card PIN via uab ATM.

6.4 The Cardholder acknowledges that the PIN serves as a means of authenticating and verifying his or her identity for the purposes of Transactions and hereby authorises uab to accept, follow and act upon all requests or instructions when identified by the PIN and uab shall not be liable for acting upon such requests or instructions notwithstanding any error, fraud or forgery, lack of clarity or misunderstanding in respect of such requests or instructions.

6.5 The Cardholder agrees to act responsibly with regard to the Website and Mobile and their use. The Cardholder shall not access the same if his or her computer or Mobile Device is not free of malware or viruses, and shall not violate any laws, interfere or disrupt computer networks, impersonate another person, gain any unauthorized entry or interfere with the Website or uab mobile's systems and integrity.

6.6 If the Cardholder has forgotten his or her Card PIN, uab will issue the Cardholder with a new temporary PIN upon the Cardholder's request. The Cardholder must immediately change the temporary PIN to a Card PIN of his/her own choice.

6.7 In the event of lost or stolen Card as reported by the Cardholder and upon uab agreeing to issue the Cardholder with a new Card, a temporary PIN for the new Card will also be issued by uab. The Cardholder will not be able to use the existing PIN for the new replacement Card. The Cardholder has to create a Card PIN of his / her choice.

7. TOP-UP OF CARD VALUE

- 7.1 The Cardholder can only transact and use the Card for Transactions up to the maximum value that uab has approved for the Cardholder which shall be MMK 5,000,000 or such other amount as may be prescribed by uab from time to time (“Maximum Card Value”).
- 7.2 The Cardholder may increase the Card Account Balance through Top-Up provided that the value of the Card does not exceed the Maximum Card Value.
- 7.3 The Cardholder must ensure that the Minimum Stored Value is maintained in his or her Card Account and there are sufficient funds in his or her Card Account to pay for each Transaction including the applicable fees and charges imposed for the Transaction. The Cardholders are not allowed to use the Minimum Stored Value. If the Card Account Balance is insufficient to maintain the Minimum Stored Value, the Transaction will be declined. In addition, if the Cardholder fails to maintain the required Minimum Stored Value in his or her Card Account, uab reserves the right to suspend the Card until the Cardholder reloads his or her Card to at least the Minimum Stored Value. uab shall not be held responsible for any loss incurred and/or damage suffered by the Cardholder as a result of insufficient funds in the Card Account or due to the suspension of the Card.
- 7.4 Each Top-Up must be done in MMK only and subject to the Maximum Card Value.
- 7.5 All Top-Up shall not be considered to have been made until uab has received and processed the actual good value for the relevant reload. uab shall not be liable for any delay in crediting such reloads in the Card Account for use.
- 7.6 uab may suspend, revoke and/or block any Top-Up to the Card Account if uab suspects that such reloads are irregular or illegal.

8. MANNER OF USE

- 8.1 The use of the Card or Card PIN or OTP as well as services, functions and facilities available in connection with the Card, including the Mobile Transaction Services, shall be subject to these terms and conditions (as may be varied, modified or supplemented by uab from time to time in accordance with Clause 26) and to the compliance with such requirements, limitations and procedures as may be imposed by any regulatory authority or uab from time to time.
- 8.2 The Cardholder may use the Card to effect a transaction (whether by way of payment for purchase of goods or services from any Merchants and/or cash withdrawal at any ATMs that display the VISA PLUS logo) provided that the Cardholder has sufficient Card Account Balance.
- 8.3 The Cardholder shall be responsible for all goods and services tax and all other taxes that may be imposed on or payable in respect of any amount required to be paid under this Agreement or any Transaction. The Cardholder hereby authorises uab to debit the amount for all goods and services tax and all other taxes and any applicable fees and charges to his or her Card Account without prior notice.
- 8.4 The Cardholder shall be solely responsible to ensure that the transaction amount is correct

before effecting his or her payment. By signing a sales transaction slip or entering the Card PIN or OTP or otherwise using the Card at any electronic point of sale terminal, it is deemed that the Cardholder has agreed to the transaction and confirmed the amount is correct.

- 8.5 The Cardholder agrees that uab may from time to time impose maximum daily transaction limit and daily withdrawal limit, and the Cardholder shall strictly comply with such limits imposed.
- 8.6 The Cardholder acknowledges that services relating to the Card may be inoperative or interrupted from time to time, and if it occurs, uab shall not be liable or responsible for any interruption on the use of the Card.
- 8.7 The terms and conditions, the availability and the use of the Card shall, where applicable, be subject to The Anti-Money Laundering Act 2014 and all rules, regulations, guidelines, notices and restrictions issued by Central Bank of Myanmar (CBM), Visa and any other relevant bodies or authorities having jurisdiction over uab, where applicable.
- 8.8 The use of the USD (United State Dollars) wallet and other foreign currency wallets are subject to the Foreign Exchange Management Law, 2012 and all other foreign exchange rule, regulations, guidelines, notices and restriction issued by CBM and any other relevant bodies or authorities having jurisdiction over its use.

9. USE OF THE CARD

9.1 CASH WITHDRAWALS FROM ATM

- (i) The Cardholder may perform cash withdrawals at any ATMs that display the Visa Plus logos, and it shall also be governed by the relevant bank's ATM terms and conditions in addition to this Agreement, subject always to there being sufficient funds in his or her Card Account. The use of the Card to perform a cash withdrawal shall be deemed to constitute the Cardholder's agreement to pay all applicable fees and/or charges as may be prescribed from time to time.
- (ii) The Cardholder shall not make any cash withdrawals from any ATMs which exceed any prescribed withdrawal limitation of the ATM or any other limits, conditions and amount as may be determined by uab or the respective ATM networks.
- (iii) Any cash withdrawals performed outside Myanmar shall only be in foreign currency of that particular country or jurisdiction.

9.2 PRE-AUTHORISATION

- (i) "Pre-Authorisation" is a procedure where the systems will automatically pre-book an amount from the Card Account for certain Transactions such as hotel transactions. The pre-booked amount will be reserved in the Card Account and will not be made available for use by the Cardholder for a maximum 14 days or such other period as may be determined by uab from time to time.

9.3 TRANSACTION WITH MERCHANTS (1)

- (i) In addition to the right to purchase good and/or services from the Merchants, the Cardholder may be entitled to obtain such discounts, benefits and privileges as uab may from time to time notify the Cardholder PROVIDED THAT the Card shall be valid during the time of purchase and has not been cancelled by uab for any reasons whatsoever.
- (ii) The issue of the Card does not imply any obligation on uab that the Card will be honoured by the Merchants upon its presentation or use. Any complaint in respect of the refusal of any Merchants to accept the Card shall be resolved directly with such Merchants. The Cardholder shall not be entitled to set-off or counterclaim against uab or to withhold payment to uab on account of such complaint or under any circumstances whatsoever in respect for any payment made to

any Merchants notwithstanding any claim or dispute that the Cardholder may have against the Merchants.

9.4 TRANSACTIONS WITH MERCHANTS (2)

- (i) All Transactions with Merchants carried out by the Cardholder at Merchant outlets, online transactions and/or via uab mobile and/or via any platform made available by the Merchants shall firstly be made in the currency of the jurisdiction where the Transaction took place or in the currency in which the Transaction is denominated.
- (ii) If there are insufficient funds in a particular Currency Wallet to pay for the Transaction, the balance of the Transaction will be automatically processed using other Currencies held in the respective Currency Wallet(s) in the following order of priority: MMK, USD. If, following use of the available balances of all Currencies, there are still insufficient funds to pay for the Transaction, the Transaction shall be declined. If uab changes the list of Currencies available to the Cardholder or the order of priority, the Cardholder will be notified of the same, whether directly and/or through the Website.
- (iii) A Transaction may also be carried out when the transaction currency is not available in the wallet currencies, the rate of conversion which applies will be the prevailing exchange rate as determined by Visa as at the date it is processed by Visa, and uab may impose a service fee on the transaction amount after conversion where such other rate as may be determined by uab from time to time, and uab is irrevocably authorized by the Cardholder to debit such service fee from the Cardholder's Account on the converted amount of such purchases. The rate and service fee determined by Visa and uab respectively shall be final and binding on the Cardholder.

9.5 CARD NOT PRESENT AND OVERSEAS TRANSACTION

- (i) Unless expressly authorised by the Cardholder, the Cardholders are only allowed to make domestic transactions and 3D Secure (online transaction with one-time PIN/OTP authentication) transactions in order to safeguard and promote the Card security features. All overseas transactions and Non-3D Secure (inclusive mail order and telephone order) transactions will be disabled by default. The Cardholder, at his/her discretion, shall request uab to activate overseas and/or Non-3D Secure and/or Card-Not-Present transactions during the Card application process or after the Card is issued.
- (ii) For all online transactions and transactions via uab mobile, the Cardholder agrees that any entry of his or her Card information (and OTP, if required) shall be regarded as a genuine and legitimate instruction from the Cardholder, and uab is under no obligation to verify the identity or the authority of the person entering the Card information or OTP. uab reserves the right, at its sole and absolute discretion, to refuse or reject any such transaction if uab doubts its authenticity or it is suspicious or unlawful, but uab shall not be obliged to investigate the transaction.

10. MULTI-CURRENCY

Currency Wallet

10.1 Currency Wallet(s) will be created for each Cardholder in the Card Account.

10.2 uab may at its sole discretion add, remove, suspend or block any of the Currencies.

Loading of Funds to the Card and Conversion of Funds by Cardholder into other Currency(s)

10.3 The loading of funds to the Card Account can only be in MMK.

10.4 A Cardholder can convert the MMK funds in the Card Account into any other Currencies and from any other Currencies into MMK. For the avoidance of doubt, the Cardholder cannot convert a Currency (other than MMK) into another Currency.

- 10.5 Conversions to the respective Currencies can only be made at selected uab branches, and/or any other means as uab may determine from time to time.
- 10.6 In respect to any conversion of the Cardholder's funds to a particular Currency, the final rate of conversion will be at the applicable exchange rate determined by uab at the point of execution of the conversion by the Cardholder. This rate may differ from the Prevailing Rate that the Cardholder may see at the time of enquiry, as the Prevailing Rate is only an indicative rate. This rate as determined by uab shall be final and – binding on the Cardholder.
- 10.7 Once the Cardholder has carried out the conversion, the Cardholder cannot reverse or undo the said conversion within the same transaction. Subject to Clause 10.4, the Cardholder may however carry out another conversion in a subsequent transaction.
- 10.8 Notwithstanding the above, uab reserves the right to block, suspend or decline any request by the Cardholder for conversion into any of the Currencies at its sole and absolute discretion.
- 10.9 uab shall not be liable to the Cardholder in the event of any delay in crediting of such funds into the respective Currency Wallet(s).

11. CARD WITH CONTACTLESS TRANSACTION ENABLED FEATURES

- 11.1 The Cardholder acknowledges that the Card will incorporate a feature which enables the Card to be utilised to pay for goods and services by tapping the Card at Contactless Readers/Terminals. This Card and the related contactless devices and terminals will carry Visa payWave logos.
- 11.2 The Cardholder acknowledges and agrees that the use of the performance of contactless transaction is at the absolute risk of the Cardholder and the Cardholder shall be liable for all contactless transactions regardless of whether or not the transactions were authorised by the Cardholder. All contactless transactions will be deemed to have been properly authorised by the Cardholder.

12. LOSS/THEFT/UNAUTHORISED USE OF CARD

- 12.1 The Cardholder must keep his or her Card, Card PIN, OTP and Card information secure and use all reasonable precautions to prevent the loss, theft or unauthorised use of the Card and ensure that his or her Card PIN and/or OTP and/or Card information is not disclosed to any other person. The Cardholder agrees that he or she shall be fully and solely responsible and liable for all transactions effected by the use of the Card including online transactions and transactions via uab mobile and/or the Card PIN and/or OTP and/or the Card information whether authorised or unauthorised.
- 12.2 In the event the Card is lost, stolen or suspected of being compromised or used in an unauthorised way or Card PIN and/or OTP and/or Card information is disclosed to any unauthorised person, the Cardholder shall notify uab immediately of the same by calling the Customer Service Help Desk followed by a written confirmation, facsimile and/or electronic mail. In certain circumstances, uab may also require the Cardholder to lodge a police report of the loss, theft or disclosure and provide a copy of the police report and any other information that uab may require. uab reserves the right not to entertain any claims of lost or stolen Card if the information given by the Cardholder is deemed incomplete.
- 12.3 The Cardholder shall remain fully and solely responsible and liable for all transactions carried out using his or her Card including online transactions and transactions via uab mobile prior to the Card Account being blocked by uab.

12.4 If the lost or stolen Card is subsequently recovered after a new replacement Card is issued, the Cardholder shall immediately return to uab the old Card, cut in half across its microchip and magnetic strip.

13. REPLACEMENT CARD

13.1 During the validity period of the Card, subject to payment by the Cardholder of any replacement Card fee imposed by uab, a replacement Card shall be issued, at uab's discretion, in the following circumstances: (i) due to loss or theft of the Card; or (ii) due to faulty, damaged or defective Card arising from the Cardholder's own negligence.

13.2 The balance from the blocked Card or defective Card Account will be transferred to the new Card Account accordingly upon activation of the replacement Card.

13.3 In the event the Cardholder does not wish to receive the replacement Card, his or her Card Account shall be terminated and the Card Account Balance shall be refunded to the Cardholder (less any applicable fees and charges) within fifteen (15) Business Days from the date the request was made and received by uab.

14. EXPIRY

14.1 A Card shall not be valid or useable upon its expiry. uab may issue a new replacement card to the Cardholder upon request. uab may at its sole discretion refuse to issue a new replacement Card without having to assign any reason whatsoever.

14.2 In the event that there is a balance of funds remaining in the expired Card Account, upon activation of the new Card by the Cardholder, uab shall transfer the balance from the expired Card Account to the Cardholder's new Card Account.

14.3 In the event that upon the expiry of the Card, the Cardholder does not wish to be issued with a new Card, his or her Card Account Balance shall be refunded to him or her (less any applicable fees and charges) within fifteen (15) Business Days from the date the request was made and received by uab.

14.4 In the event, there is a balance of funds in the expired Card Account and the Cardholder has not activated a new card, Annual Fees will continue to be imposed on the Card Account. Further uab reserves the right to charge dormant fees on the Card Account at its sole discretion.

15. CANCELLATION/TERMINATION BY CARDHOLDER

15.1 The Cardholder may, at any time on his or her own accord request to cancel or terminate his or her Card. The Cardholder can only cancel the Card at uab branches. Thereafter, the Cardholder shall return to uab the Card, cut in half across its microchip and magnetic strip.

15.2 Upon receipt of the Cardholder's cancellation request, uab will terminate the Card. Where the termination was carried out upon the Cardholder's request, the balance of funds will be made available (less any applicable fees and charges) within fifteen (15) Business Days from the date the request was made and received by uab and where the termination was carried out by uab, the balance of funds will be made available (less any applicable fees and charges) within fifteen (15) Business Days from the date of effective termination by uab.

15.3 The Cardholder shall remain liable for any transaction effected through the use of his or her Card prior to receipt by uab of the cancellation request and confirmation by uab on the cancellation.

16. MOBILE TRANSACTION SERVICES

- 16.1 Upon the successful registration and activation of the Card, the Cardholder will also be able to access applicable Mobile Transaction Services subject to the download and installation of uab mobile on the Cardholder's Mobile Device; and in each case, complying with all such other instructions provided by uab from time to time for purposes of accessing and registering for the Mobile Transaction Services.
- 16.2 The Mobile Transaction Services shall only be available for electronic devices, Mobile Devices and data connections which meet the required specifications and configurations as may be specified by the uab from time to time, and it is the Cardholder's responsibility to procure and maintain the relevant equipment and data connection which meet these requirements at the Cardholder's own expense.
- 16.3 Additional terms and conditions may be imposed by uab and user guidance on the operation or usage of the Mobile Transaction Services shall be made available to the Cardholder within the relevant platform utilised by the Cardholder to access those services. The Cardholder is required to comply with all such terms and conditions and follow all relevant user guidance whenever accessing or operating the relevant electronic devices or Mobile Devices when utilising the Mobile Transaction Services.
- 16.4 The scope, features and functionality of each of the Services available through different platforms and electronic mediums may differ from one another and may be varied by uab from time to time. The Cardholder agrees and acknowledges that certain Services, functions and/or features available on one platform may not be available on another platform and these may or may not become available in the future.

17. uab mobile

- 17.1 The Cardholder acknowledges that his/her opening, download and use, where applicable, of uab mobile shall be on a non-exclusive and non-transferable basis and is subject always to the following additional conditions:
- (i) The Cardholder shall not use uab mobile for any purpose other than to access the Cardholder's own Card Account and/or Cardholder's other eligible uab Accounts;
 - (ii) The Cardholder shall not download or install uab mobile into a Mobile Device which the Cardholder does not own or have exclusive control;
 - (iii) The Cardholder shall not permit or enable any person to access uab mobile, or leave your electronic device or Mobile Device unattended in such a manner as to enable a person to access uab mobile;
 - (iv) The Cardholder shall not reproduce, modify or reverse engineer uab mobile or permit another person to do so;
 - (v) uab mobile is made available to the Cardholder strictly on an "as is" basis, and to the extent as permitted under law and/or regulation, no warranty is made in relation to uab mobile, including any warranty in relation to its merchantability, fitness for purpose, satisfactory quality or compliance with description, and all warranties which may be implied by law or custom are hereby excluded. In addition, the Cardholder agrees that uab cannot ensure that uab mobile will be compatible or may be used in conjunction with any electronic device or mobile device, and the Cardholder agrees that unless inconsistent with the other expressed provisions herein, the Cardholder shall not hold uab liable for any such incompatibility or for any loss or damage to any electronic device or mobile device which may be caused by uab mobile or the installation process.

- (vi) Device compatibility. uab mobile currently only works on certain compatible electronic devices or smartphones and other devices as determined by uab. uab may change the version of the operating system that works with the Mobile App at any time. Some features may not be available on all platforms or operating systems.
- (vii) Application Stores. The Cardholder may download uab mobile from the authorized Apple App Store, Google Play or other application stores that is approved by uab.
- (viii) Updates to uab mobile may be issued by uab from time to time via the Apple App Store, Google Play or other application stores. Depending on the update, you may not be able to use uab mobile until you have downloaded the latest version of uab mobile and accepted any new terms.
- (viii) Security. The Cardholder shall not open, install or use uab mobile on a jail-broken or rooted device. Unauthorised modifications to any mobile devices' operating systems ("jail-breaking or rooting") bypasses security features and can cause numerous issues to the hacked devices. uab strongly cautions against opening or installing uab mobile in any hacked mobile devices. For the avoidance of doubt, uab shall not be liable for any losses that is suffered or for any costs that the Cardholder might incur due to damage or corrupted or failure of device, hardware or software that Cardholder use in connection with uab mobile.

17.2 Mobile Information

- (i) Certain functions (such as uploading content to uab mobile) shall require access to information on your Mobile Device(s) to work. By using such function, Cardholder permit uab mobile to access your Mobile Device(s) and information.
- (ii) uab may use cookies and similar technologies (herein referred to as "cookies"), to perform authentication when Cardholder use the Mobile Transaction Service and to improve your experience on uab mobile. By using uab mobile, Cardholder accept the use of cookies by uab. uab may use these cookies to collect information about the Cardholder use of uab mobile. This information helps uab to improve uab mobile's performance and to develop and tailor uab's products and services for the Cardholder and other users.
- (iii) Use of location data. Certain services of uab mobile require data of the Cardholder's location, which data will be sent from the Cardholder's Mobile Device. The Cardholder can turn off this functionality at any time by turning off the location services settings for uab mobile on the Cardholder's Mobile Device. If the Cardholder uses these services, the Cardholder shall be deemed to give consent to uab's and the uab's partners' and licensees' transmission, collection, maintenance, processing and use of the Cardholder's location data and queries to provide and improve location-based services. The Cardholder may withdraw this consent at any time by turning off the location services settings on the Cardholder's Mobile Device or on uab mobile (for other mobile devices).

18. LIABILITY FOR TRANSACTIONS

18.1 All Transactions including but not limited to Internet transactions, transactions via uab mobile and cash withdrawals using the Card shall be deemed to have been made by the Cardholder and uab shall not be liable for acting in good faith for honouring the said transactions. The Cardholder agrees that he or she shall be solely and fully responsible and liable for all Transactions effected by the use of the Card and/or the Card PIN and/or OTP and/or the Card information whether with or without his or her knowledge, acquiescence or authority. The Cardholder agrees that uab shall not under any circumstances whatsoever be responsible or liable for all Transactions effected by the use of the Card and/or the Card PIN and/or OTP and/or the Card information. The Cardholder shall indemnify and keep uab fully indemnified against and from all

direct or indirect consequential losses, damages, claims, demands, actions, proceedings, costs and expenses (including legal fees and other disbursements) suffered by uab including claims, actions and proceedings from any third parties howsoever arising from such unauthorised use.

18.2 Except as otherwise expressly stated in these terms and conditions and to the extent permitted under laws and regulations (which includes any guidelines, circulars or rules issued by relevant governing bodies), uab shall in no event be liable whether in contract, tort (including negligence), strict liability or any other basis for any loss of profits, loss of business, loss of use, loss of goodwill, loss of savings, loss of opportunity, business interruption or other consequential, special, incidental, indirect, exemplary or punitive damages incurred or suffered by the Cardholder or any other person as a consequence of accessing or using the Card and/or the Services. Specifically, for the E-Statement and any information regarding the Card Account made available by uab, this includes (but is not limited to) loss or damage arising from:

- (i) Any inaccuracies, or errors in any data or information in the E-Statements or otherwise provided or made available by uab regarding the Card Account.
- (ii) The failure to view, save, print or download the E-Statements or such other information due to limitations or any failure of the relevant service.
- (iii) Any unauthorised use of the E-Statement service or such applicable service on any of these Services by any person, virus, Trojan Horse, worm, macro or other harmful components or deleterious programs or files.

19. CARD ACCOUNT TERMINATION BY uab

19.1 Notwithstanding Clause 15, uab reserves all rights at its absolute discretion to suspend or terminate the Card and/or Card Account or limit the use of the Card at any time for whatsoever reason without prior notice and without compensation to the Cardholder. If uab suspends or terminates the Card, the Cardholder will be entitled to a refund of any balance in his or her Card Account after deduction of any outstanding fees and charges.

19.2 If uab detects unusual, illegal, fraudulent or suspicious activity on the Card Account, uab may, at its absolute discretion, temporarily suspend and block the use of Card immediately until uab can verify the activity. uab will attempt to notify the Cardholder by phone or SMS or email if uab decides to suspend or block the use of the Card but uab shall not be held liable if uab fails to notify the Cardholder for whatsoever reason.

19.3 The Cardholder may terminate the Card by sending uab a written letter requesting for such termination together with the Card cut in half across its microchip and magnetic strip. Any Card Account Balance after deduction of any outstanding fees and charges shall be refunded to the Cardholder.

19.4 The Cardholder shall remain liable for all transactions effected through the use of Card prior to termination of the Card and all monies owing to uab under the Card shall become due and immediately payable upon termination of the Card for whatever reason.

20. ANNUAL FEE, OTHER FEES AND CHARGES

20.1 An annual fee shall be charged for the use of the Card and the Services which is chargeable in advance and the fee shall be deducted from the Card Account.

20.2 All fees applicable and chargeable can be viewed on the Website.

20.3 The Cardholder agrees and undertakes to pay all fees arising out of and in connection

with the use of his or her Card and Services stated herein including but not limited to the annual fees, reload fee and such other fees and charges as uab may prescribe from time to time.

20.4 The Cardholder irrevocably authorises and agrees that all such fees and charges payable by the Cardholder as set out in this Agreement and listed on the Website may be debited by uab directly from the available balance in the Card Account at such time as may be applicable and are non-refundable under any circumstances whatsoever. uab reserves the right to temporarily suspend the Card Account if the Card Account has insufficient funds to pay all applicable fees and charges.

20.5 uab reserves the right to revise all fees and charges prescribed from time to time and to charge additional fees for new or additional services which may be offered by uab in the future. 20.6 For full details of all the fees relating to the Card and Services, please visit the Website. Such fees/charges listed on the Website shall constitute and form part of this Agreement.

21. REFUND OF BALANCE OF FUNDS

21.1 In the event the Card is terminated or cancelled whether by uab or by the Cardholder, uab will carry out the refund of any balance in the Card Account in Myanmar Kyat (MMK) only. In the event the Card Account contains available balances in any of the Listed Currencies, the Listed Currencies will be first converted into MMK by uab at the Prevailing Rate.

21.2 The Cardholder will be entitled to withdraw the balance after the expiry of the period referred to in Clause 15.2 at any ATMs in Myanmar which display the Visa Plus logo or any of the uab branches in Myanmar. The withdrawal of the balance of funds must be done before the expiry of the Card.

22. EXCLUSION OF LIABILITY

22.1 uab is not liable in any way for any inconvenience, loss, damage, or embarrassment incurred or suffered in any of the following events:

(i) should the Card or Card PIN or OTP be rejected by a Merchant or any terminal used to process Transactions for whatsoever reason;

(ii) should the Merchant key-in an amount greater than the transaction amount;

(iii) for any malfunction, defect or error in any terminal used to process Transactions or Services, or other machines or system of authorisation whether belonging to or operated by uab or other persons;

(iv) for any delay or inability on uab's part to perform any of its obligations under this Agreement because of any electronic, mechanical, system, data processing, transmission or telecommunication defect or failure, Act of God, civil disturbance or any event or factor outside its control or the control of any of its servants, agents or contractors or any fraud or forgery;

(v) any neglect, refusal or inability of on our part or any Merchant to authorise or approve the Card or honour or effect any other transaction on the Card Account for any reason whatsoever;

(vi) for any damage or loss or inability to retrieve any data or information that may be stored in the Card or any microchip or circuit or device in the Card; and/or

(vii) for any interception or disclosure to any person (whether unlawful or otherwise) of any data or information relating to the Cardholder, any Transaction or the Card Account transmitted through or stored in any electronic system or medium, howsoever caused.

23. LIMITATION OF LIABILITY

23.1 Without prejudice and subject to the terms and conditions herein, the Cardholder hereby agrees that the amount of total liability of uab arising from this Agreement shall not in any event exceed the remaining funds in the Card Account Balance.

24. DISPUTED TRANSACTION ON GOODS AND SERVICES

24.1 uab shall not be responsible and liable for whatsoever goods and services, including but not limited to any defect or deficiency in goods and services purchased with the Card.

24.2 uab shall not be responsible for the delivery, quality, safety, legality, fitness for purpose or any other aspect of the goods or services purchased by the Cardholder from any Merchants with the Card. All disputes involving the same should be addressed directly to the Merchants, and the Cardholder shall settle all disputes directly with the relevant Merchants and shall pay uab all amounts required under this Agreement despite such disputes. The Cardholder shall not initiate any claims or take legal action against or enjoin uab for any claims or disputes or legal proceedings the Cardholder has against the Merchants or for any issues with regard to the delivery, quality, safety, legality, fitness for purpose or any other aspects of the goods or services purchased by the Cardholder from the Merchants.

25. CONCLUSIVENESS OF EVIDENCE

25.1 The Cardholder may check with the Customer Service Help Desk, uab mobile or uab online or alternatively from ATMs that display the Visa Plus logos the Card Account Balance at any time and from time to time. However, the amounts reflected on the ATM screen against the Card Account shall not for any purpose whatsoever be taken as a conclusive available balance statement of the Card Account with uab as it shall not include any Top-Ups to the Card Account which have not been verified by uab and/or Card Transactions which have not debited from the Card Account yet.

25.2 The Cardholder may access E-Statement free of charge via uab mobile or uab online.

25.3 Each E-Statement will provide Transactions history over a monthly period including fees and charges that have been incurred and posted to the Card Account.

25.4 The Cardholder shall inform uab of any errors within 14 days from the date Transactions are posted to the E-Statement, failing which the Cardholder shall be deemed to have accepted all entries contained in the E-Statement as correct, final and conclusive evidence of the facts contained therein and binding on the Cardholder, and the Cardholder shall thereafter be precluded from making any claims against the uab by alleging that the said E-Statement contains any error, discrepancy or inaccuracy.

26. VARIATION REVISION OR CHANGE OF TERMS AND CONDITIONS

26.1 uab may, at its absolute discretion, from time to time, by giving to the Cardholder of at least twenty-one (21) calendar days prior notice before the effective date, add, delete or amend any of these terms and conditions.

26.2 At the discretion of uab, notice of such additions, deletions or amendments may be effected by: (i) mailing the notice to the Cardholder; (ii) sending the notice by electronic mail to the Cardholder; (iii) sending the notice by SMS to the Cardholder; or (iv) posting the notice on the Website.

26.3 Retention or use of the Card after the effective date of any variation, revision or change of the terms and conditions pursuant to Clauses 26.1 and 26.2 shall be deemed to constitute acceptance of such variation, revision or change without reservation by the Cardholder.

26.4 If the Cardholder does not accept the proposed variation, revision or change, the Cardholder may terminate the use of the Card by giving prior written notice to uab and return the Card, cut across the magnetic strip and across the chip, to uab prior to the effective date, and the use of

the Card thereafter shall be deemed terminated upon uab's receipt of the destroyed Card and the provision relating to termination in Clause 15 hereof shall henceforth apply.

27. COMMUNICATION AND SERVICE OF DOCUMENTS

- 27.1 General communications and notices to the Cardholder shall be displayed on the Website, and it is the Cardholder's responsibility to check regularly for such notices on the Website.
- 27.2 Specific notices or communication to the Cardholder shall be sent to his or her last known address by personal delivery, facsimile transmission, email, ordinary post and/or by SMS or in any manner as uab may deem fit.
- 27.3 Communication and notices displayed on the Website shall be considered to have been received by the Cardholder on the date of posting on the Website. Communication and notices sent by facsimile or electronic mail or SMS shall be considered to have been sent and received by the Cardholder on the same day. Communication and notices sent by ordinary post shall be considered to have been delivered three (3) calendar days after the date of posting if sent by post to an address within Myanmar, and considered delivered five (5) calendar days after the date of posting if sent outside of Myanmar.
- 27.4 The Cardholder hereby agrees that the service of any notices or any other legal process in respect of any claim arising from or connected with this Agreement may be effected on the Cardholder by sending a copy of the same by prepaid ordinary post to the Cardholder's last known address and such postings shall be deemed good and sufficient service thereof on you whether or not the same shall be returned undelivered. Any failure by the Cardholder to notify any change of your address resulting in the delay or return of notices, correspondences, and legal process shall not prejudice the rights and entitlement of uab under this Agreement.

28. uab's RIGHT TO WITHDRAW ANY FACILITIES OR TERMINATE USE OF CARD

- 28.1 Notwithstanding any other provisions to the contrary herein set out, uab may, at its sole and absolute discretion, at any point of time, with or without notice, decide not to renew, to cancel, to revoke the Card or to suspend or restrict the use of Card by the Cardholder upon the occurrence of any one of the following events: (i) Use the Card for any illegal, unauthorized or unlawful activities or transactions including but not limited to online betting and gambling activities; (ii) Use the Card for any activities or transactions which are prohibited under any law, or constitute a breach of public policy of the country in which such activity or transaction is effected or take place or constitute a breach of public policy of the Cardholder's country of residence; or (iii) Pledge the Card or otherwise use the Card as security to any party for any reason whatsoever.
- 28.2 In addition to the provisions herein, the Cardholder hereby agrees and confirms that all fees and charges payable by the Cardholder under the terms and conditions herein may be debited by uab directly from his or her Card Account Balance and are non-refundable.
- 28.3 The Cardholder undertakes to hold uab harmless and to indemnify uab against any liability for loss, damage, costs and expenses (legal or otherwise including costs on a solicitor and client basis) which uab may incur by reason of the provisions herein or enforcement of its rights hereunder.

29. COSTS AND EXPENSES

- 29.1 The Cardholder shall be fully liable to pay to uab all costs (including legal costs on a solicitor and client basis), charges and expenses which uab may incur in enforcing or seeking to enforce any of the provisions herein or in obtaining or seeking to obtain payment of all or any part of the

monies owing by the Cardholder.

30. WAIVER

30.1 uab's acceptance of any terms or payments, or any delay or failure by uab to exercise of its rights and/or remedies under this Agreement does not represent a waiver of any of its rights and does not prevent uab from enforcing any of its rights under this Agreement. Any single or partial exercise of any right, power or privilege shall not preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. uab shall be considered to have waived its rights only if uab specifically notify the Cardholder of such a waiver in writing.

30.2 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

31. FEATURES AND BENEFITS

31.1 uab may review, revise, add or remove any of the features and benefits listed in the Website from time to time.

32. CONSENT TO DISCLOSURE OF INFORMATION AND UAB'S RIGHT TO DISCLOSURE

32.1 The Cardholder irrevocably authorizes and consents to the disclosure by uab at any time to any party of any information or documents pertaining to the Cardholder's particulars and affairs (financial or otherwise), the Card Account or the Card and any other information which uab deems necessary to facilitate the use of the Card or the processing of any Transactions effected or to be effected through the use of the Card or for any other purposes which uab may require the disclosure, subject to prevailing regulations.

32.2 In addition, the Cardholder hereby authorizes uab to disclose any information concerning the Cardholder to any of uab's existing or future business partners for the purpose of providing information about the Card or services to the Cardholder or for any other purposes.

32.3 The Cardholder hereby warrants and undertakes that all personal information provided to uab is true, correct and complete. The Cardholder shall ensure that all information provided to uab are current and updated at all times, and uab shall not be liable for the consequences arising out of erroneous/incomplete/incorrect information supplied by the Cardholder.

32.4 Disclosure of information pursuant to Clause 32 herein shall survive the termination of this Agreement or the Card.

32.5 The Cardholder agrees that uab shall not be liable for any disclosure by uab in Clause 32 and the Cardholder undertakes to hold uab harmless and keep uab fully indemnified from and against all claims, losses, damages (including direct or indirect damages) or liability whatsoever and howsoever arising out of such disclosure of information by uab or any error, inaccuracy or misstatement of such information whether caused by uab or any other third party's omission or due to system or technical default or failure or otherwise.

33. FORCE MAJEURE

33.1 uab shall not be responsible or liable for any loss or damage sustained by the Cardholder for failing or delaying to perform in whole or in part any part of its obligations under this Agreement, attributable directly or indirectly to service failures, delays or disruptions as a result of circumstances, including without limitation, unavailability, malfunction and failure of computer system, data and telecommunication, or electricity failures, Acts of God, riots, civil commotions, insurrections, wars, strikes, terrorism, material shortages, natural calamities, civil unrest, regu-

latory and government action or other industrial action or trade disputes and any other causes beyond uab's or its agents' or service providers' reasonable control or any fraud or forgery. uab's obligations, as far as affected by such acts or occurrences, shall be suspended during the continuance of any delay or failure in performances so caused, and such delay or failure shall not be a breach of this Agreement.

34. GOVERNING LAW AND JURISDICTION

34.1 This Agreement shall be governed and construed under the laws of Myanmar and the Cardholder agrees to submit to the exclusive jurisdiction of the Courts of Myanmar.

35. CONFLICT BETWEEN ENGLISH VERSION AND OTHERS

35.1 In the event of any inconsistency, conflict, ambiguity or discrepancy between the English version and any other version of the terms and conditions herein, the terms and conditions in the English version shall prevail.

36. SEVERABILITY

36.1 The invalidity or unenforceability of any of the provisions herein shall not nullify the underlying intent of this Agreement and any such invalid or unenforceable provision shall be severable. The invalidity or unenforceability of such terms or provisions of this Agreement shall not affect the validity or enforceability of other terms or provisions herein contained which shall remain in full force.

37. SUCCESSORS BOUND

37.1 The provisions contained herein shall be binding upon the heirs and personal representatives of the Cardholder and uab's successors-in-title and assigns.

38. ASSIGNMENT

38.1 The Cardholder is not permitted to assign this Agreement to any party; however, uab reserves the right at any time without the Cardholder's consent to assign the whole or any part of uab's rights and obligations under this Agreement with or without notice to the Cardholder.

39. INDEMNITY

39.1 The Cardholder hereby undertakes to hold uab harmless and fully indemnify uab from and against all losses (including consequential or otherwise), damages, actions, proceedings, claims, demands, costs, expenses and liabilities whatsoever from all parties, directly or indirectly arising out from such use or misuse of the Card or Card Account or the Website, uab mobile or uab online the Cardholder's breach of any of the provisions herein or in enforce of uab's rights hereunder or any claims being brought against uab.

40. TIME OF ESSENCE

40.1 Time wherever mentioned shall be of the essence of this Agreement.

41. DISCREPANCY AND AMBIGUITY

41.1 Should there be any conflict or discrepancy between the terms and conditions of the Standard Application Form and the terms and conditions herein, the Cardholder agrees that the terms and conditions more favourable to uab shall prevail and be deemed as the governing and operative provision binding on the Cardholder.

41.2 In the event of any ambiguity arising from this Agreement, such ambiguity shall be resolved by uab, and any construction of the meaning of any provision by uab shall be final and binding on the Cardholder.

42. RECONSTRUCTION OF UAB

42.1 The liabilities and/or obligations under this Agreement shall continue to be valid and binding for all purposes whatsoever notwithstanding any liquidation (whether compulsory or voluntary) or any change by amalgamation, reconstruction or otherwise which may be made by uab.

43. PRESERVATION OF RIGHTS AND ENTITLEMENT

43.1 Notwithstanding anything in this Agreement, uab rights and entitlement under this Agreement shall continue to remain in full force and effect and shall survive any cancellation, termination, revocation or suspension of the Card.

44. NOTICES AND NOTIFICATION OF CHANGE

44.1 All notices, requests, notifications and complaints may be communicated to uab at the channels stipulated in this Clause 44 herein or such other channels as uab may prescribe from time to time.

44.2 The Cardholder shall promptly notify uab of any change in his or her residential, employment or business address or telephone number(s). Notification of change(s) may be made by visiting the nearest uab branch.

45. INSTRUCTIONS FROM THE CARDHOLDER

45.1 Any request or instruction to uab shall be in writing and shall be signed by the Cardholder, provided that uab may, but shall not be obliged to, accept and act on any instruction or request by facsimile transmission or email or through the telephone which uab officer or employee attending to such instruction or request believes to have been given or made or authorised by the Cardholder. Notwithstanding that such instruction or request may not have been given or made or authorised by the Cardholder, and notwithstanding any fraud or forgery that may exist in relation thereto, uab shall not be liable for any loss or damage suffered as a consequence of acting or acceding to any such instruction or request.

