



## uab VISA Personalised Gift Card - Cardholder Agreement

This Cardholder Agreement (hereinafter referred to as the “Agreement”) constitutes a legal agreement between you and **uab bank Limited, Myanmar**, outlining the terms and conditions under which the uab VISA Personalised Gift Card has been issued to you. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement.

“**Card**” means the uab VISA Personalised Gift Card issued to you by uab bank Limited, Myanmar.

“**Issuer**” means **uab bank Limited, Myanmar**. The Issuer is an authorized banking license holder in Myanmar and a Principal Card issuing bank of **VISA®** and secured all required permission to issue such cards.

“**Card Account**” means the records we maintain to account for the value of claims associated with the Card.

“**You**” and “**your**” means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement.

This Card is distributed and issued by **uab bank Limited, Myanmar**.

“**We,**” “**us,**” and “**our**” means the Issuer, and the successors, affiliates, or assignees of each.

You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. The expiration date of the Card is identified on the back of your Card. The Card is a prepaid Personalised Gift card. The funds in your Card Account associated with your Card are held on your Card; and the balance of such funds will be reduced through your use of such funds in accordance with the terms of this Agreement. The Card is not connected in any way to any other account. The Card is not a credit card. This Card is not used for the cash access at bank or any ATMs. The Card is not for resale; however, you can gift the purchased card to any other persons prior to registering it. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is non-transferable after registration with your information and, it may be cancelled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

Our business days are Monday through Friday, excluding government public holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card Unique Reference Number (“**URN**”), Card Number and the customer service phone number provided in this Agreement on a separate piece of paper for emergency contact and action, in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

### **Activate Your Card**

Your Card will be active when you complete your registration. You and your receiving person may begin using the Card as soon as you registered it. If you have trouble when using your Card, please call us at 01-8551 336-339 or visit to our website [www.uab.com.mm](http://www.uab.com.mm).

### **Personal Identification Number**

You will receive a Personal Identification Number (“**PIN**”) with your Card Account. You can use your PIN at ATM for Balance Checking and Mini Statement Checking but cannot access to ATM for Cash withdrawal Purpose. For security, we suggest you change your PIN at uab ATM so that only you will know it. You should not write or keep your PIN with your Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labelled “**Your Liability for Unauthorized Transfers.**”

## **Authorized Card Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

## **Cash Access**

You may not use your Card to obtain cash from an Automated Teller Machine ("ATM"), Point-of-Sale ("POS") device, or by any other means.

## **Loading Your Card Account**

Your Card and Card Account are reloadable as per the guidelines prescribed by uab bank Limited. You will have access to your funds as soon as your Card is activated (see "**Activate Your Card**" above).

## **Using Your Card/Features**

The maximum amount that can be spent on your Card per day is the balance of the Card Account, or as per prescribed daily limit, whichever is lower. You may use your Card to purchase or lease goods or services in the Myanmar or any other countries where the VISA Card are being accepted. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Card Account to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make with your Card or Card Account. Your Card cannot be redeemed for cash. You may not use your Card for online gambling or any illegal transaction.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. You are still responsible for regular payment if you do not cancel the regular payment with proper method even after Card cancellation, closing or termination.

## **Registering Your Card for Certain Purchases**

If you wish to make online, mail, or telephone order purchases as required by the Merchants or payment processors. Some online, mail, and telephone order merchants require that certain personal information, such as your name and address, be on file in order prior to approving a purchase. Therefore, unless you register your Card in advance, these types of merchants might decline your purchase even if there are enough funds in your Card Account.

## **Returns and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds and agree to the refund policy of that merchant. The Issuer is not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

## **Card Replacement**

If you need to replace your Card for any reason, please contact uab branches and request a replacement Card and you must pay the prescribed cost associated with this. You will be required to provide personal information which may include your **URN**, 16-digit Card number, full name, and other relevant information.

## Expiration

Your Card will expire when the “**valid thru**” date printed on the back of your Card has passed. The funds in the Card Account do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at a cost to you by following the procedures in the paragraph labelled “**Card Replacement**”.

## Transactions Made in Foreign Currencies

You may make transactions using uab VISA Personalised Gift Card in any currency (including MMK) that is processed by a card scheme or financial institution or billed by the merchant outside of Myanmar. Additional mark-up fee will be charged on your foreign currency purchases. Exchange rate for foreign currency purchases shall be applicable either defined by the VISA or fixed by uab bank Limited. Your Card may only be used within your card amount or daily limit, whichever is lower.

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.

## Receipts

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

## Card Account Balance/Periodic Statement

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It's important to know your available balance before making any transaction. You may access your available balance by using **SaiSai Pay** or **uab Pay** mobile wallet. Statements in electronic format will be made available free of charge at **SaiSai Pay** or **uab Pay** mobile wallet. You can perform various card management activities such as Card Registration, Card Top Up and Card Transfer at **SaiSai Pay** or **uab Pay** and you (cardholders) are fully responsible to input the Card information such as, (URN, Card Number, Expiry Date) at the mobile wallet application correctly. Issuer (uab bank) do not have any obligation for any issues and error happen because of wrong information input of cardholders at **SaiSai Pay** or **uab Pay** mobile wallet.

## Information Given to Third Parties

We may collect and disclose information (including personally identifiable information) to third parties about you, your Card and the transactions related to your Card (“Cardholder Information”).

The type of information we may collect includes:

- i. Information about purchases made with the Card, such as date of purchase, amount and place of purchase;
- ii. Information you provide to us when you apply for a Card or for replacement Cards, when you register your card, or when you contact us with customer service issues, such as name, address, and phone number.

The types of information we may disclose include:

(i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; and (viii) as otherwise permitted by law. When you are no longer our customer, we continue to share your information as described in this notice.

**Information Security:** Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic, and procedural security measures that comply with the regulations to safeguard Cardholder Information.

In addition, we are required to periodically report certain Card information to the VISA to assist in fraud prevention.

### **Our Liability for Failure to Complete Transactions**

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If through no fault of ours, you do not have enough funds available in your Card Account to complete the transaction;
2. If a merchant refuses to accept your Card;
3. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
4. If access to your Card Account has been blocked after you reported your Card lost or stolen;
5. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
6. If we have reason to believe the requested transaction is unauthorized;
7. If circumstances beyond our control (such as global pandemic, fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
8. Any other exception stated in our Agreement with you.

### **Your Liability for Unauthorized Transfers**

**Unauthorized Transactions or Errors.** You agree to safeguard your Card against unauthorized use by taking all reasonable precautions. If you believe that someone has made an unauthorized transaction with your Card (or may attempt to use your Card without permission) or believe an error has occurred with your Card, you agree to notify us IMMEDIATELY at uab Call Centre 01 8551336~339 and in no event later than thirty (30) days of the date of the transaction at issue. When you notify us, you must provide your name, URN, Card Number, and other identifying details, and describe the error or transaction that you are unsure about. **We cannot assist you if you do not have the card information.** In the event of actual or suspected unauthorized use, we will cancel your Card, and if our records show that available funds remain on your Card, we will issue you a replacement Card loaded with the remaining value and Card replacement fees is applicable. We reserve the right to decline to issue you a replacement Card in accordance with applicable law. You agree to assist us in determining the facts relating to any possible unauthorized use or error associated with your Card, and to comply with the procedures we may require for our investigation. Following our investigation, if we determine that unauthorized use or an error has occurred with your Card, we will credit your Card in the amount of the unauthorized use or error. It may take up to thirty (30) days to process a request for a replacement, however, we will endeavour to provide you with a replacement Card on as timely basis as is reasonable under the circumstances. You are agreed to pay for cost of investigation and dispute processing for your card unauthorized transaction.

### **Amendment and Termination**

Subject to applicable law, we reserve the right to amend or change the terms and conditions of this Agreement at any time and you are deemed to be aware of and bound by any changes by your continued access to or use of the Card. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We reserve the right to terminate or suspend your Card or this Agreement, in our discretion and at any time for any reason (for example, if we suspect fraud or unauthorized activity on your Card Account), subject to applicable law. You may terminate this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

You agree issuer to cancel your card if Card has insufficient fund to deduct regular annual fees. If your Card Account is cancelled, closed, or terminated for any reason and you have registered your Card with your personal information, you cannot request the unused balance to be returned to you. You agree that we will not be liable to you or any third party for any suspension, cancellation or termination of your Card.

## English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

## No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

## Telephone Communications

You agree that from time to time, in accordance with applicable law, we may monitor and/or record telephone calls between you and us for training, to assure the quality of our customer service, for security purposes; in connection with our efforts at claim or dispute resolution; to detect fraud, unauthorized activity, or suspected wrongdoing, or as required by applicable law. From time to time, we may need to contact you about your Card Account. You authorize us to call you at any number you provide or at any number at which we reasonably believe we can contact you, including calls or text messages to mobile, cellular, or similar devices, for any lawful purpose, including but not limited to: (1) suspected fraud or identity theft; (2) servicing your Card Account and (3) obtaining necessary information. You authorize us to use automated dialler and/or recorded messages when making such calls. You agree to pay (without reimbursement from us) any fees or charges you may incur from your telecommunications provider for any such calls we make to you.

## Customer Service Centre

For customer service or additional information regarding your Card, please contact us at:

### uab Call Centre

09-940005000

## Other Miscellaneous Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearing house or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state or union, the validity or enforceability of any other provision of this Agreement shall not be affected.

## GOVERNING LAW

This Agreement is governed by and constructed in accordance with the laws of Republic of Union of Myanmar.

## ARBITRATION

Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) your Card; iii) the Cards of any additional cardholders designated by you; iv) your purchase of the Card; v) your usage of the Card; vi) the amount of available funds in the Card Accounts; vii) advertisements, promotions or oral or written statements related to the Cards, as well as goods or services purchased with the Card; viii) the benefits and services related to the Cards; or ix) transaction on the Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the Myanmar Arbitration Centre ("**MAC**") in accordance with the Arbitration Law 2016 and its implementing rules for the time being in force.

**ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE PREVAILING ARBITRATION LAW.**

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final.

This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity; or iv) expiration of the Card. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE CREATING, ACTIVATING OR USING THE uab VISA Personalised Gift Card, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THIS AGREEMENT.**

**IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, *YOU MUST NOT CREATE, ACTIVATE OR USE THE CARD.***

**This Cardholder Agreement is effective from December 2021.**