

Terms and Conditions for Registration of a MoBiz user and a MoPayments merchant

1. Acceptance of Terms

- **This Terms & Conditions** is applied for merchant registration or engagement in activities to access mobile financial services via Pay with Link product and MoBiz account provided by Modus Operandi Co., Ltd. (the "MO") to Merchant ("You").
- These Terms and Conditions ("T&Cs") govern your use of the Services. By using the Services, you accept and agree to be legally bound by the T&Cs.
- If you do not understand or agree to these T&Cs, you shall not be entitled to use the Services.
- If Merchant conducts any restricted and illegal transaction, your registration may be terminated and you may be prevented from using the Services.

2. Definition

- Central Bank of Myanmar (CBM): The regulator of financial institutions in Myanmar.
- E-money: Electronic monetary value in your account, equal to cash and redeemable for an equivalent amount.
- Fees: All charges associated with the service, as outlined in the Schedule of Fees.
- KYC: Identity registration requirements as per CBM and other regulatory authorities.
- NRC: National Registration Card, a Myanmar citizen identification document.
- Merchant: Individual or juridical entity registered to use the Services.
- MSISDN: Unique number identifying the merchant on a mobile network.
- PIN: A 6-digit code for authenticating transactions.
- Services: Payment and financial services through mobile technology infrastructure for merchant to use for accepting payments from end-user
- SIM: Microchip device for authenticating the merchant on the mobile network.
- Transaction: Any movement of E-Money in or out of your account.
- Mobiz Account: Reloadable E-Money account linked to a merchant's SIM card.
- : Alert and notification service provided by MoMoney.

3. Account Opening and Merchant Obligations

3.1 Account Opening Requirements

- Minimum age: 16 years old. For minors, parental or guardian consent is required.
- Business entities must ensure their representatives are authorized to use services and be legally bound by these T&Cs.

3.2 Proof of Identification

- Provide KYC documents, such as NRC, as per MO and CBM standards.
- MO may request additional information for identity verification.
- False, inaccurate, or incomplete information may lead to rejection of account applications.
- Active and registered SIM cards are mandatory, and one account per SIM card is allowed.

3.3 Merchant Rights and Obligations

- Initial/default PIN is provided, and immediate PIN change is mandatory.
- Notify MO of changes to personal information within 3 working days.
- Use the Services lawfully and comply with regulations.
- Making payments of illegal activities (trading of weapons, drugs, wagering etc) are strictly prohibited.
- Anti-Money Laundering and Combating the Financing of Terrorism (AML/CFT) activities must be complied with. Account suspension may occur in cases of suspicious or fraudulent activities.
- Maintain confidentiality of your PIN and promptly report loss of mobile devices or SIM cards.
- [Records of transactions are to be kept for a period of (1 year) and/or longer period depending on the laws, rules and regulations for financial institutions, including Anti-Money Laundry Law, Anti-terrorism Law and Anti-Bribery Law as and when disclosure may be necessary.]

4. Responsibilities of MO

- Ensure access to services except for interruptions beyond MO's control.
- Reserve the right to modify fees, commissions, and terms, with prompt notification to consumers.
- Not liable for completed transactions or associated losses/damages.

5. Handling of Complaints and Erroneous Transactions

- Merchants bear sole responsibility for unauthorized transactions due to their negligence or misuse for illegal transactions.
- Contact MO through published hotlines, address, or email for concerns or disputes.
- Reversal of disputed transactions is subject to proper investigation and approval by MO.

6. Mobile Financial Services Fraud

- Report suspected fraud immediately to the nearest branch, agent, or hotline.
- Cooperate fully with MO and authorities during investigations.
- Reimbursement for fraud-related losses is at MO's discretion, provided the merchant followed all security guidelines.

7. Governing Law and Dispute Resolution

- The T&Cs are governed by the laws of Myanmar.
- Disputes will first be resolved amicably under negotiation and mediation.
- If disputes cannot be resolved amicably within 30 days under negotiation and mediation, it shall be settled at the relevant courts of Myanmar,

8. Termination

If Merchant breaches Article 3.3, termination shall be made in accordance with the termination procedure set out below.

- MO shall send a warning notice to terminate before (24) hours to Merchant when Merchant breach Article 3.3 or any other obligation.
- funds shall be forfeited in case of breach of Article 3.3.
- In case of non-breach, funds shall be transferred to Merchant's other accounts depending on Merchant's instruction in case of mutual termination.

9. Contact Information

- For inquiries or concerns, contact MO hotlines:
 - 09776000700
- Additional information may be required to verify your identity during requests.

