

One-Time Password (OTP) for Online Shopping Terms & Conditions of Use

These Terms and Conditions ("**Terms**") set out your responsibilities and obligations in respect of your use of 3D Secure Service (Verified by Visa) for Online Merchants ("**Service**").

By using the Service, you acknowledge that you have read and understood these Terms and you agree to be bound by them.

1. DEFINITIONS

The expressions defined in the terms and conditions governing the use of your **EXPLORE Card (Prepaid Visa)** ("**EXPLORE Card (Prepaid)**") shall bear the same meanings when used in these Terms and also "we", "us", or "our" refers to KBZ Bank Limited ("the Bank") the issuer of your EXPLORE Card (Prepaid) and its successors and assigns; "you" or "your" refers to the user of the Service/ Cardholder;

"3D" refers to Three Domain Secure, which is the payment industry's internet authentication standard that has been developed by the major card schemes.

"EXPLORE Card (Prepaid)" or the "Card"- the "2in1" Card referred to in this agreement combining both the VISA prepaid payment issued by the Bank.

"KBZ Wallet" –your Card account which you need to load money onto first before you can use the Card for retail or online transactions.

"Card Account"- your EXPLORE Card (Prepaid) account that is in relation to your Visa Wallet maintained and operated by us.

"Cardholder"- an individual who has personally applied for and has been granted the EXPLORE Card (Prepaid).

"Cardholder Agreement means the EXPLORE Card- Prepaid Visa Card Terms& Conditions.

"Merchant" – an online retailer, or any other person, firm or corporation that accepts the EXPLORE Card (Prepaid).

"One-Time Password" (OTP)is the online security verification where you are required to key in a six(6) digit code when making online transactions at participating 3D Secure Merchants. The OTP will be sent via short messaging system (SMS)/e-mail to your registered mobile number with THE BANK. You are required to enter the OTP to complete the online transaction.

"Transactions" - all online transactions effected through the use of the EXPLORE Card (Prepaid)

“Visa” or “Visa International” means VISA International Service association (Singapore Branch with its office at 30 Raffles Palace#100-00 Chevron House Singapore 048622) and includes its successors-in-title and assigns.

“Verified by Visa” or the “Services” means the online transaction authentication service provided by Visa.

“You”, “your” or “yours” means the Cardholder, who makes an online transaction using Verified by Visa.

2. ACCEPTANCE OF THESE TERMS AND CONDITIONS

2.1 By using the Service, you will be deemed to accept and agree to comply with these Terms, which shall operate in addition to all other applicable terms, including our applicable data policies, the terms and conditions governing the use of your EXPLORE Card (Prepaid), the terms and conditions governing the use of our website (which include the Website Conditions of Use) and any security measures provided by us from time to time for online shopping or the Service.

2.2 In relation to your use of the Service, if there is any inconsistency between these Terms and any other applicable terms, these Terms shall prevail.

3. AUTHENTICATION

3.1 When engaging in an online transaction for which the Service is used, you are required to enter the OTP which will be sent to you via SMS/e-mail before the Merchant accepts your EXPLORE Card (Prepaid) in payment for the transactions. If you cannot provide the OTP or if the authentication through the Service fails, the Merchant may not accept your EXPLORE Card (Prepaid) in payment for the transactions concerned. We shall not be liable for any Merchant's refusal to accept your EXPLORE Card (Prepaid) for the said payment for any reason.

3.2 You will receive OTP via SMS/e-mail when abroad if your registered mobile phone number is on roaming mode at your own cost of prevailing telco charges or any fee imposed by your respective mobile phone service provider or any other party, provided your telco supports and provides you such international SMS on roaming facilities.

3.3 You acknowledge that the delivery of the OTP may be delayed or prevented by factor(s) outside the Bank's control. We shall not be liable for any loss, damage, expenses, fees, costs (including legal costs on a full indemnity basis) that may arise, directly or indirectly, in whole or in part, from:

(a) the non-delivery, the delayed delivery, or the misdirected delivery of the OTP;

(b) the non-receipt of the OTP;

(c) inaccurate or incomplete content in the OTP; or

(d) reliance on or use of the information provided in the OTP.

4. ACCURACY OF INFORMATION

If there is any inconsistency between our internal records and information relating to your EXPLORE Card (Prepaid) and the related Card Account or your use of the Service, our internal records will prevail in the absence of evidence to the contrary.

5. DISCLAIMER OF WARRANTIES AND LIMITATION OF OUR LIABILITY

- 5.1 The Service is provided "as it is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
- 5.2 In no event shall we be liable for any loss, damage, expenses, fees and costs (including legal costs on a full indemnity basis) whatsoever that may arise out of or relate to:
- (a) your use of or access to (or inability to use or access) the Service; or
 - (b) any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission; unless it is directly caused by our negligence or wilful default.
- 5.3 In no event shall we have any liability for special, incidental, indirect, consequential or exemplary loss or damages, including loss of profits, business interruption, or loss of programs or data in your computer system, regardless of whether we have been advised of that possibility.
- 5.4 We shall not be liable to you and/or any third party for any modification, non-availability, malfunction, suspension or discontinuance of the Service.
- 5.5 You hereby acknowledge that all obligations and liabilities relating to the quality, supply, sale and warranty of goods and/or services purchased and/or any benefits, discounts or programmes of any Merchant that may be provided by the Service shall be the sole responsibility of the Merchant. You are solely responsible for resolving with the Merchant all disputes and complaints that may arise. We have no responsibility or liability whatsoever arising out of or related to those dealings or the merchant's goods, services, acts or omissions. In spite of any non-delivery or non-performance or defects in any such goods or services, you shall pay the Merchant the full amount shown in the Card account statement.

6. YOUR LIABILITY

- 6.1 You are fully liable for all transactions made by using the OTP received by you on your registered mobile number/e-mail account through an e-mail message.

- 6.2 You acknowledge that access to the Service shall only be made by means of OTP in accordance with procedures laid down by us on our website from time to time.
- 6.3 You shall not allow any unauthorized access or any other person access to your EXPLORE Card (Prepaid) and OTP used for accessing the Service.
- 6.4 The OTP issued to you is strictly confidential and you shall not disclose the OTP to any person under any circumstance or by any means whatsoever. You are fully responsible for all online transactions affected by the use of the OTP.
- 6.5 The OTP will be sent to you via SMS to your registered mobile phone number with the Bank or to the registered e-mail registered with the Bank. You are responsible to update your latest and the correct mobile number at the EXPLORE Portal (<https://prepaid.kbzbank.com>) or you may contact us at our helpline number/ call centre number.
- 6.6 Provided you have not breached any other provision herein and have not acted fraudulently, dishonestly or negligently, you shall not be liable for unauthorized transactions due to:
- (a) a computer crime that is not prevented by the security system of the Service;
 - (b) system error caused by us or which is under our control, unless such error is obvious or advised by a notice or message to you; or
- 6.7 In all other cases, you shall pay and indemnify us on demand in respect of all amounts charged to your EXPLORE Card (Prepaid) account and in respect of all actions, claims, losses, damage, costs, expenses and any other liabilities of any nature which we may suffer or incur as a result of your use of the Service and/or use of the Service by any other person using your OTP.
- 6.8 You accept you are responsible for the use of the Service and agree to act prudently and in good faith, including by taking the measures listed below to safeguard the security of the Service and the OTP. You must also follow our security recommendations (copies of which are provided on our website) and any other notices relating to the Service from time to time issued. If you fail to observe any such notices and/or your responsibilities under these Terms, you are liable for all claims, losses, liabilities and other consequences arising from or in connection with the use of the Service.

7. AGE

- 7.1 You represent that you are of the eligible legal age as per the Cardholder Agreement to use the Service and to create binding legal obligations for any liability you may incur as a result of the use of the Service. Except as otherwise provided by applicable law or in the Cardholder Agreement with you, you understand that you shall be solely responsible for the use of the Service.

8. SUSPENSION AND TERMINATION

- 8.1 We reserve the right to suspend or terminate the Service or its use by you at any time, without prior notice, where we consider it necessary or advisable to do so, Any purchases you made using the Service prior to the termination or suspension will remain valid and your obligation under these Terms will continue.

9. CHANGES TO TERMS AND CONDITIONS OF USE

- 9.1 We may change these Terms and Conditions of Use by sending a written notice of the change to any address, including any email account, that you have given to us, or (if the change is to your advantage) by publishing them on the website. We will normally give you 21days' notice.

Subject to the limitations of applicable law, we may from time to time vary, revise, change or remove any of these Terms and Conditions of Use without any duty and liability to provide any notice or reason for the same. If we elect to provide such notice, the notice may be published on our website or delivered to any address, including any email account that you have given us.

10. DELAY OR FAILURE TO EXERCISE RIGHTS

- 10.1 Any delay or failure by us to exercise our rights and/or remedies under these Terms does not represent a waiver of any of our rights. We shall be considered to have waived our rights only if we specifically notify you in writing of such a waiver.

11. ASSIGNMENT

- 11.1 We may assign all or any of our rights under or in connection with these Terms to any third party (including upon any merger or amalgamation of us with any other entity). We may also transfer or delegate all or part of our duties and obligations hereunder to selected third parties. Such rights of assignment transfer or delegation may be exercised without notice to or consent from you.

12. LAW AND LANGUAGE

- 12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Myanmar. You consent and agree to submit to the exclusive jurisdiction of the courts of Myanmar concerning all matters arising out of or in connection with your use of the Service under these Terms and Conditions of use.

13. GENERAL

- 13.1 These Terms and Conditions shall be read together with the EXPLORE Card (Prepaid) and Mobile Registration Terms and Conditions/e-mail registration Terms and Conditions. In the event of any inconsistency or conflict between these Terms and Conditions and EXPLORE Card Prepaid Visa Terms and Conditions, these Terms and Conditions shall prevail only with respect to such inconsistency or conflict.

- 13.2 The Bank reserves the right at all times to vary, modify, delete or add to these Terms and Conditions by giving you prior notice thereof. However, in cases of urgency or in order to protect the security of the Service or in other circumstances beyond our control, when the Bank finds it necessary to vary, modify, delete or add to these Terms and Conditions without notice to you, the Bank will inform you of such changes as soon as practicable thereafter and/or the reasons for such changes. It is accepted that in order to keep yourself up-to-date with any variation, modification, deletion or addition to these Terms and Conditions, you agree to access and peruse these Terms and Conditions periodically and on a regular basis. You further agree and accept that your continued access and use of these Terms and Condition (as varied and modified from time to time) will amount to your acceptance of any variation, deletion, modification or addition to these Terms and Conditions.
- 13.3 The headings used in these Terms and Conditions are for reference and convenience only and shall not be taken into consideration in the interpretation or construction of these Terms and Conditions.
- 13.4 The Bank's records of all and any communications by you during or pursuant to the use and access to the Service in any form or medium whatsoever (including electronic information storage media) shall be conclusive evidence thereof. Any and all communications transmitted through the Service in accordance herewith shall be construed to be valid, accurate, and authentic and shall have the same effect as a written and/or signed document.