

Terms and Conditions - Retail

Congratulations on becoming an Ooredoo customer. This document is a legal contract between you and us for our provision of voice, text messaging and data services to you on our network as a pre-paid customer (“Services”). You should read it carefully so that you understand the terms on which we are providing Services to you and how you can get more information about those Services.

1. Our agreement

- 1.1. This agreement starts when you start to use our Services. You acknowledge your acceptance of this agreement each time as you use the Services.
- 1.2. You are required to accurately complete our customer registration procedures with us at the place where you purchased the SIM card. If we believe the information that you provided during customer registration is inaccurate or incomplete or that you may be using the SIM without undergoing customer registration, we will notify you that you are required to provide us with accurate and complete information for customer registration. If we are not satisfied that you have provided that information within fourteen (14) days of our sending you that notice, we will suspend your Services and we may, in our discretion, terminate your pre-paid account without any further notice to you..

2. Our Website – Tariffs and Service Descriptions

- 2.1. You can find detailed descriptions of our Services and our fees and charges for those Services on our web-site: www.ooredoo.com.mm (“Our Website”). Those descriptions and tariffs are also part of our legal contract with you. These may include different and differentiated tariffs and charges for data services based on the content, service, access method, destination, quality of service
- 2.2. We may publish a fair use policy on Our Website in respect of some or all of the Services. A fair use policy will provide rules and further details around how the Services can be used. We will do this to help us prevent fraud and to ensure that excessive use of the Services does not prevent our customers from enjoying the Services. Your use of the Services is subject to the terms and conditions set out in that fair use policy.
- 2.3. We may change the internet address of Our Website by publication of an advertisement in a national newspaper or journal.
- 2.4. We may amend our legal contract with you from time to time by either publication of amended terms and conditions by written notice on Our Website or directly to you. This may include amendments to these terms and conditions or amendments to the relevant service descriptions or tariffs. If the amendment is to these terms and conditions, we will give you thirty (30) days notice before any such amendment takes effect. Please check Our Website regularly for updates.
- 2.5. We will consider that you have accepted the amended terms and conditions, service descriptions or tariffs if you continue to access or use of our Services after we have either published relevant amendments on our website or notified you of any amendments.
- 2.6. We will make a copy of these terms and conditions, our fair usage policy, the relevant service descriptions and the relevant tariffs available at the places where you can register for our Services

Terms and Conditions - Retail

(“**Point of Sale**”). If there is any conflict or inconsistency between the various documents making up this agreement, the documents shall have the following priority:

- (a) the relevant Service tariffs as published on Our Website; then
- (b) the relevant Service descriptions as published on Our Website; then
- (c) our fair use policy as published on Our Website; then
- (d) these terms and conditions as published on Our Website; then
- (e) the relevant Service tariffs you may review at a Point of Sale; then
- (f) the relevant Service descriptions you may review at a Point of Sale; then
- (g) our fair use policy available at a Point of Sale; then
- (h) these terms and conditions you may review at a Point of Sale.

2.7. We may automatically make additional services available to you from time to time or discontinue particular Services in our discretion. Those additional services will be notified to you by publication on Our Website and shall be deemed to be Services under these terms and conditions as and when we make those additional services available to you. We will give you notice of the discontinuance of particular Services in accordance with Clause 8.3.

2.8. Our fees and charges for Services may be quoted inclusive or exclusive of tax. You can confirm this in the relevant Service descriptions on Our Website and by review of the tariffs available at the point of sale. When you purchase a Service for which the fees and charges have been quoted exclusive of tax, we will deduct from your account the relevant fees and charges plus an amount for the applicable taxes. You agree that we may round after the inclusion of taxes to the nearest kyat and after this rounding tax will be recalculated. You can confirm the total amount deducted from our account by making a balance inquiry.

3. Our promise to you

3.1. We will try our best to provide quality Services to you at all times. If you experience problems with our Service you can contact our customer care department by using the contact details set out on Our Website (“**Customer Care**”). We will not charge your prepaid account for such a call made from within Myanmar if the call is made from an Ooredoo Myanmar SIM. If you report to us a problem that you are experiencing with our Services, we will try to fix that problem for you. We may record any call you make to Customer Care to help us fix your problem and to improve our customer care services to you. However, at times our Service will be affected by factors outside of our control. We cannot guarantee continuous or fault-free Services or that we can fix any particular problem that you may report to us.

3.2. You may use our Services to access information and other services provided by third parties. We are not responsible for those third parties, their charges or the content they may provide you. We do not promise that the content you may download is free of viruses or other malicious software and we are not responsible for any transactions you may enter into with third parties using our Services.

3.3. From time to time we may provide you with links to third parties websites or services. We have included these links for convenience only and that inclusion is in no way an endorsement of the application site or third party service provider accessed through that link.

Terms and Conditions - Retail

4. Adding Credit to Your Prepaid Account

- 4.1. It is your obligation to keep your prepaid account in credit. You can add additional value to your prepaid account by scratch cards and vouchers issued by us or by using one of the other means of payment accepted by us from time to time. For more information on how to add credit to your prepaid account please ask for assistance at the place where you purchased your SIM or contact Customer Care or refer to Our Website.

Terms and Conditions - Retail

- 4.2. We may, in our discretion, stop providing you with Services if your prepaid account is no longer in credit. However, in the event that we continue to provide you with Services when your prepaid account is no longer in credit, you will be immediately liable to us for the fees and charges incurred through your Mobile Device or SIM in excess of the credit in your pre-paid account.
- 4.3. We may, in our discretion, stop providing you with Services if you do not regularly add credit to your prepaid account in order to keep it active. How regularly you are required to add credit to your prepaid account to keep it active depends on how much credit you added to your account previously and the period which has elapsed since you added that credit. We may stop providing you with Services on this basis even if your inactive prepaid account is still in credit. You can find more information on this requirement by contacting Customer Care or reviewing the terms and conditions relating to adding credit to your account. Those terms and conditions are available at Points of Sale or on Our Website.

5. Your Responsibilities

- 5.1. It is your responsibility to ensure that your Mobile Device and the SIM are secure at all times.
- 5.2. It is your responsibility to keep secure at all times the 4 digit PIN code and 8 digit PUK code printed on the SIM card holder on which the SIM was originally provided to you. You will need the PIN code if you want to passcode protect your mobile phone. The PUK code is proof that you are the eligible user of the SIM and you should make sure that no one has access to the PUK code without your authorisation. The holder of the PUK code can access new services from us and manage the associated pre-paid account balance, access Customer Care in some circumstances and obtain a replacement SIM if the original SIM is damaged, destroyed, lost or stolen.
- 5.3. You agree that we can treat any request or instruction we receive from your Mobile Device as being a request or instruction from you. In order to prove that you are the eligible user for the SIM, we may require you to provide us in some circumstances with the PUK code printed on the SIM holder on which the SIM was originally provided to you. We may refuse to provide you with the requested services or other Customer Care support if you are unable to produce that PUK code in those circumstances.
- 5.4. You will (and you will ensure that everyone who uses your Mobile Device or SIM will):
 - (a) follow the instructions and guidelines we give you about the use of the Services and your Mobile Device;
 - (b) never interfere with any part of our network or do anything or introduce anything to our network (including any virus) that may damage or harm our network or equipment or any third party's network or equipment;
 - (c) not use your Mobile Device or the Services in a way that interferes with any other person's use of the Services;
 - (d) not use your Mobile Device or the Services in a way that is abusive or offensive or for an illegal, immoral or fraudulent purpose;
 - (e) not use your Mobile Device or the Services to spam, mail bomb, publish any offensive or unlawful content, harvest information about others, create a false identity, access or upload any content which breaches a third party right, or any other similar activity;

Terms and Conditions - Retail

- (f) keep confidential, and do not disclose to any other person, any PIN or PUK or other access code feature used by, or allocated to, you in connection with the Services;
 - (g) use only Mobile Devices and accessories approved for use with our network and which comply with all relevant legislation and regulations;
 - (h) not connect a SIM you have obtained from us to any other telecommunications network;
 - (i) not sell or otherwise make the Services available to others or commercially exploit the Services or any content in any way; and
 - (j) indemnify us against any legal action taken, or losses or costs we or our affiliated companies may incur, in connection with your use of your Mobile Device and the Services. This indemnity shall extend to our officers, employees, contractors and agents
- 5.5. You authorise us or a person approved by us to remotely access your Mobile Device in order to perform any tasks that in our opinion are reasonably necessary to maintain, alter or protect the integrity or performance of our network or our Services or where we have been directed to do so by law.
- 5.6. We may need your information in order to provide the Services to you. We may collect information about you when you register for Services and when you access or use the Services. You agree that:
- (a) the information you may provide us when you register for the Services or when you access or use the Services shall be accurate and correct to the best of your knowledge;
 - (b) you will contact Customer Care to update us if there are any changes to the information you provided to us when you registered for Services.
- 5.7. We understand that the confidentiality of your information is important to you. To protect your confidentiality, we will:
- (a) only use the information you provide to us to:
 - (i) provide you with Services and customer support; or
 - (ii) send you information about our other services, products or offers which we think may be of interest to you.
 - (b) only disclose to others the information that you provide to us:
 - (i) for debt collection purposes;
 - (ii) for telephone directory purposes; or
 - (iii) if we are required to do so by law.
- 6. Mobile Device and SIM**
- 6.1. Any SIM we supply to you remains our property and must be returned to us if this agreement ends. It is your responsibility to keep any SIM we supply to you in a good condition.
- 6.2. You must inform us immediately if your Mobile Device or SIM is lost, stolen or damaged. If your Mobile Device is lost, stolen, damaged or destroyed, we will have no obligation to make a refund to you for the credit left on your account and you will need to purchase a new Mobile Device and/or SIM if you wish to continue using the Services. We will not be able to provide you with a replacement SIM if you are unable to provide us with the 8 digit PUK code printed on SIM card holder originally provided to you with the damaged, destroyed, lost or stolen SIM.

Terms and Conditions - Retail

- 6.3. If equipment, including your Mobile Device, supplied to you by someone else does not work properly, you need to contact the relevant equipment supplier or manufacturer. Any responsibilities we may have for a Mobile Device or other equipment that you buy directly from us will be covered by a separate warranty or sales agreement for that Mobile Device or other equipment.
- 6.4. You are liable for all fees and charges under this agreement whether incurred by you or someone else using your Mobile Device or SIM (with or without your knowledge). This includes when your Mobile Device or SIM has been lost or stolen.
- 6.5. You are liable for all fees and charges for any additional services which may be ordered by any person with access to the PUK code printed on the SIM card holder originally provided to you with the SIM.
- 6.6. If you get a new mobile telephone number or SIM you may need a new prepaid account for that number or SIM.

7. Withholding, suspending or restricting services

- 7.1. We may immediately withhold, suspend, or restrict your use of any or all of the Services or disconnect you from the network without warning if:
 - (a) we suspect or you notify us that your Mobile Device or SIM has been lost or stolen;
 - (b) you or anyone who uses your Mobile Device or SIM does not comply with the terms and conditions of this agreement or damages our network;
 - (c) we suspect that you or anyone who uses your Mobile Device or SIM is using an illegally altered or modified International Mobile Station Equipment Identifier (IMEI) or is otherwise using the SIM with modified software;
 - (d) our network needs maintenance or upgrades;
 - (e) we suspect that the Services are being used by you or another person fraudulently or for an illegal purpose or in a manner which causing damage to us, third parties or the Republic of the Union of Myanmar;
 - (f) for any other reason, after giving you reasonable notice of that withdrawal, suspension or restriction; or
 - (g) you are unable to provide us with the PUK code printed on the SIM card holder on which the SIM was originally provided to you.
- 7.2. When we withhold, suspend, restrict or disconnect a Service, you may have to pay a reconnection fee before you can use the Services again. This includes a reconnection fee if your Mobile Device is lost or stolen.

8. Giving up or ending services

- 8.1. You may end this agreement at any time for any reason by:
 - (a) failing to add credit to your account as set out in clause 4.3; or
 - (b) contacting Customer Care and requesting that we terminate your prepaid account.

Terms and Conditions - Retail

- 8.2. We may in our discretion end this agreement and cease providing you with Services without any further notice to you if you do not accurately complete the proper registration procedures with us within fourteen (14) days from the date of our notice to you to provide complete and accurate customer registration information.
- 8.3. We may also end this agreement or any of the Services at any time for any reason by sending you an SMS, emailing or writing to you, calling you or putting a notice in major daily newspapers or publishing a notice on Our Website. We will use reasonable commercial efforts to tell you at least thirty (30) days before we stop providing you with any Services.
- 8.4. If this agreement ends:
- (a) any unused credit on your prepaid account will lapse and you will not be entitled to a refund;
 - (b) any names, numbers and other information stored on your SIM may be lost; and
 - (c) any number allocated for you to use in conjunction with the Services will no longer be available to you.
- 8.5. If you end this agreement or give up any Service and later want it reconnected, you may have to pay a reconnection charge and purchase a new SIM. Ending this agreement does not affect any rights and responsibilities which are intended to continue or come into force afterwards.

9. Compensation and Liability

- 9.1. Our Customer Care department is available to assist you if there is a problem with the Services. All other liability we may have to you in connection with this agreement, whether in contract, tort (including negligence) or otherwise is excluded.
- 9.2. If for any reason the exclusion in clause 9.1 does not apply, then the maximum combined amount that we will have to pay to you and anyone claiming through you (together) in respect of claims in connection with this agreement is:
- (a) MMK2,500 for any one event or circumstance or series of related events or circumstances; and
 - (b) MMK15,000 in the aggregate in respect of all events and circumstances in any twelve (12) month period.

10. Force Majeure

If we are prevented from carrying out any obligation in this agreement by reason of any fire, flood, torrential rain, storm or other extreme weather conditions, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo or any other circumstance beyond our reasonable control, we will try to advise you of the existence of the circumstances and the expected duration of and the obligations affected by the circumstances. Our performance of this agreement will, to the extent that it is made impossible by such circumstances, be suspended until such circumstances cease to exist. We will not be liable to you for a failure to perform, or delay in performing, any such obligation set out in this agreement.

11. General

Terms and Conditions - Retail

We may transfer to someone else all or any part of the agreement which you have with us.

Each term of this agreement is separately binding. If for any reason any term is not legally effective all other terms shall remain binding and we can replace the term that is not legally effective with a term of similar meaning that is lawful and effective.

A failure or delay by you or us to enforce any rights or powers under this agreement shall not operate as a waiver of that right or power. A waiver of any breach of this agreement shall not be deemed to be a waiver of any other or subsequent breach.

12. Dispute Resolution

If you do not agree with our resolution of any issue you may have with our services, you should contact Customer Care and discuss the issue with us. If Customer Care has not resolved the issue to your satisfaction, you should write us a letter or email setting out the nature of the issue and the reasons you believe our response is inadequate. You agree that you will only commence litigation against us if you believe we have breached this agreement and we have not remedied that breach within sixty (60) days of receiving your letter or email notifying us of that breach. You agree that you will have waived all rights to any claim against us if you do not commence legal proceedings within twelve (12) months of the event or events which gave rise that claim.

13. Interpretation

This agreement is governed by the laws of the Republic of the Union of Myanmar and you submit to the exclusive jurisdiction of the courts of the Republic of the Union of Myanmar in respect of any dispute or proceeding arising out of it.

This agreement contains various words and expressions that have defined meanings. These defined words and expressions have the meanings set out below.

"Mobile Device" means the mobile phone or other telecommunications device (which incorporates a SIM) which operates on our network and is used by you to access the Services.

"SIM" means any SIM that we may have provided to you which enables you, when used with a Mobile Device, to access the Services on our network.

"we", "our" or "us" means Ooredoo Myanmar Limited.

"you" or "your" means the customer who is party to this agreement.