

# **AYA iBanking Terms and Conditions**

## **1. AYA Individual Internet Banking Terms and Conditions**

The following Terms and Conditions govern your use of Individual Internet Banking offered by AYA Bank Myanmar. "AYA" means AYA Bank Myanmar or any of its subsidiaries or affiliates that hold a Linked Account or provide Individual Internet Banking Services. By using Individual Internet Banking, you agree to these Terms and Conditions. You may print this document for your files or you can request a copy by mail, by calling Customer Service at AYA (+95-9-250206251). Representatives are available 8/5. Or you can write to: attention; AYA e-Channel Dept – No.1, Ywama Curve, Ba Yint Naung Road, 2 Ward, Hlaing Township, Yangon.

### **➤ Available Transfers and Services**

These're what you'll be able to do on your computer with Individual Internet Banking Services:

- Obtain available balance information for Deposit, Credit Card and Line of Credit Accounts as of the close of business on the preceding Business Day. However, debits initiated for Bill Payments, may not be reflected in the Available Balance until the next business day or later, and credits initiated for credit cards, loans and lines are not reflected in the Available Balance until after two business days. Obtain transaction/balance information as provided by Pershing for investments (Brokerage) accounts using the link to the Pershing website.
- Review transaction information for the last three months of statement periods for deposit accounts (ie. a savings account with a quarterly statement would display eight statement dates). Review transaction information for the last three months statement periods.
- Access information on AYA products and services.
- Register for the Bill Pay service to pay bills or make payments from your account to a business or person

## **2. Account Access**

Access information about the following types of Accounts:

### **AYA Bank Products**

- Checking Accounts
- Savings Accounts
- Certificate of Deposit Accounts (CDs)
- Individual Retirement Accounts (IRAs)
- Investment Accounts
- Line of Credit Accounts
- Installment Loans
- Mortgages
- Credit Cards
- Charge Cards

### **AYA online-only Products**

- Online Savings Accounts

- Online Payment Accounts
- Online Certificate Accounts

### **3. Accounts Not Eligible for Access**

- Fiduciary accounts
- Any account that requires two or more signatures.
- Any account in the name of a child under 18 years of age.

### **4. Authorization of Individual Internet Banking Account**

- Accept these Terms and Conditions, as amended from time to time
- Access each eligible Account of yours in any manner and for any purpose available through Individual Internet Banking, whether available now or available at some time in the future. Access includes making transactions on linked accounts, such as checking or brokerage accounts.

You agree that any eligible Account opened at a future date will automatically be linked to Individual Internet Banking.

### **5. Removal of Account Access**

You may remove access to any Account by notifying AYA by BankMail or by other written correspondence. All AYA online-only accounts require that you access the accounts only through Individual Internet Banking and such accounts will need to be closed if you want to remove online access.

### **6. Your Log on Credentials**

Your log on credentials is used to identify you when accessing Individual Internet Banking. They act as your signature.

You can change your log on credentials at any time. For your protection, you should memorize your log on credentials and not keep any notation of them on or with your computer. Your log on credentials assures that only you, or someone to whom you give your log on credentials, can access your Internet Banking Account. You agree not to give your log on credentials to anyone you do not authorize to use your Internet Banking Account. If you do, you will be responsible for any money withdrawn or transferred from your Accounts when such person uses your log on credentials. You also should not provide your log on credentials to anyone you do not want to view your financial information maintained on your iBanking service.

If any of your Accounts are joint accounts or have additional authorized signers, each owner, or authorized signer is entitled to their own log on credentials to access their Individual Internet Banking Account. To register joint holders and authorized signers should come to any convenient branches of AYA Bank.

You understand and agree that to the extent permitted under applicable law each owner of an Account is jointly and individually responsible for all Individual Internet Banking transactions that affect that Account, including the initiation of brokerage account transactions using Individual Internet Banking.

## **7. Limitations on Frequency of Transfers and Dollar Amounts**

### **7.1 Funds Transfer to Own Accounts**

7.1.1 Transactions for fund transfer(s) of own accounts in respect of my personal/joint savings account and personal/joint current account is *limited at 1,000,000 Kyats* per day.

### **7.2 Fund Transfer to Third Parties**

Fund transfer to third party account is *limited at 3,000,000.00 Kyats* per day or such other revises limit that may be subsequently imposed by the Bank from time to time.

## **8. Transfer Processing**

All transactions shall be subject always to the *availability of sufficient funds* in the respective Customers account(s). The Bank however reserves the rights to reject any transaction(s) without having to assign any reason.

## **9. Bill Payment Processing**

All transactions shall be subject always to the *availability of sufficient funds* in the respective Customers account(s). The Bank however reserves the rights to reject any transaction(s) without having to assign any reason.

## **10. Your Right to Cancel (Stop Payment) a Bill Payment**

You can cancel or stop a single Bill Payment any time before the Bill Payment Process Date for that payment through the use of Individual Internet Banking. If the Bill Payment is a recurring payment set up on the Bill Pay service, then you can cancel that Bill Payment, by coming down to any branches of AYA which is convenient for costumers.

## **11. AYA Mobile Banking**

Mobile Banking is an extension of Individual Internet Banking and is available to all customers who have enrolled in the service. To use Mobile Banking customers are required to use their existing Individual Internet Banking log on credentials.

All features and services available through Individual Internet Banking are not available via Mobile Banking unless the Full Website option is launched from your mobile device.

Mobile Banking will not store your log on credentials. You agree that you will not use an auto-complete feature which stores your log on credentials and that you will not save your log on credentials on your mobile device.

You agree that you will not install software onto your mobile device that you are not familiar with or have not read the Terms and Conditions for that software.

You agree to download mobile security software updates when available. You agree that your mobile device will be locked if it is left unattended. As part of the security of your data, you must accept cookies. Cookies remind AYA of your browser preferences and security requirements.

You agree to log off of Mobile Banking at the completion of your online session.

## **12. Indemnification**

Except to the extent that we are liable under these Terms and Conditions or an agreement that governs an Account of yours, if you are an owner of an Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an Account or the performance of Individual Internet Banking, EasyView, or Bill Pay Services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Individual Internet Banking by you or your authorized representative.

## **13. Limitation of Liability**

Except as specifically provided in these Terms and Conditions or where applicable law requires a different result, NEITHER WE NOR OUR SERVICE PROVIDERS OR OTHER AGENTS WILL BE LIABLE FOR ANY LOSS OR LIABILITY RESULTING IN WHOLE OR IN PART FROM ANY ACT OR FAILURE TO ACT OF YOUR EQUIPMENT OR SOFTWARE, OR THAT OF AN INTERNET BROWSER PROVIDER, OR BY AN INTERNET ACCESS PROVIDER, BY AN ONLINE SERVICE PROVIDER OR BY AN AGENT OR SUBCONTRACTOR FOR ANY OF THEM, NOR WILL WE OR OUR SERVICE PROVIDERS OR OTHER AGENTS BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY OUT OF YOUR ACCESS TO OR USE OF, OR FAILURE TO OBTAIN ACCESS TO INDIVIDUAL INTERNET BANKING, EASYVIEW, OR BILL PAY SERVICES.

## **14. BankMail (Secured Email)**

We will respond to your BankMail promptly after we receive it. Do not use BankMail if you need to contact us immediately via calls at working hours. We may use BankMail to communicate occasional updates of new features, surveys and special offers from AYA.

## **15. Changes to the Terms of the Agreement**

AYA may change this Agreement by electronically sending to you a BankMail notice, mailing to you a notice or posting a notice of such change in an AYA branch where you maintain your Account. However, if the change results in (1) increased or new fees or charges, (2) increased liability for you, (3) fewer types of available Individual Internet Banking services, or (4) stricter limitations on the frequency or dollar amounts of transfers, then, unless the change must be made immediately for security reasons, at least 30 days before the effective date of the change AYA will either electronically send you a BankMail notice or mail a written notice to you.

Any notice to you will take effect when it is personally delivered to you or by BankMail to you by Internet Banking or mailed to the last address we have for you in our records.

## **16. Other Rules**

Individual Internet Banking transactions are also subject to AYA account agreements and rules, and your access and use of Individual Internet Banking is also subject to these terms and conditions.

## **17. Termination**

The Customer may terminate this Agreement upon *giving notice in writing*. The Card will cease to be valid immediately after any notification of cancellation has been given by the Customer to the Bank. The Customer will then not use the Card after such notification.

The Bank may revoke the right to use the Card at any time, with or without cause and with or without notice, or refuse to reissue, renew or replace the Card if at its discretion, decides that the Customer has not operated the account or the AYA IBANKING service in a satisfactorily manner.

In the event that this Agreement is terminated whether by the Bank or by the Customer pursuant to paragraphs above the Customer undertake to return the Card to the Bank.