

M.ezGo Terms and Conditions

These terms and conditions, together with your M.ezGo Registration (“Registration”), Cash Card (“Cash Card”), On Board Unit (“OBU”) and special M.ezGo Registration App (“Registration App”), Wallet App (“Wallet App”) and Top Up App (“Top Up App”) constitute your Agreement (“Agreement”) with us. M.ezGo is an electronic toll collection system that allows you to pay charges incurred at M.ezGo toll plazas. Your Cash Card linked to your M.ezGo Account (“Account”) will allow your OBU to operate at all of our toll plazas as long as your Cash Card carries a minimum balance. When you open your M.ezGo Account or use your OBU, Cash Card or one of your Apps, you agree to follow our terms and conditions described below.

1) GENERAL

- a. Failure to comply with this Agreement may cause us to terminate your Account.
- b. Failure to pay charges to your Account may result in penalties and legal actions.
- c. You must drive the posted speed limit when using M.ezGo toll lanes and passing through our toll gates. Failure to obey the posted speed limit may cause us to revoke your Account, and law enforcement officers to issue traffic violations.
- d. You must comply with all applicable traffic laws and signs as well as the directions of law enforcement officers and our toll collectors.

2) YOUR APP

- a. You can download our Registration App, Wallet App and Top Up App for free from the Google Play Store or Apple store by searching for the keyword “MezGo.”
- b. The Registration App is used to create your Account and register your OBU and Cash Card. After these steps are complete you can obtain your Cash Card and OBU at one of our three service centers located in Yangon, Nay Pyi Taw and Mandalay along the Yangon/Mandalay Highway.
- c. The Wallet App and Top Up App are used to transfer money from your financial institution to your Cash Card.

3) YOUR OBU

- a. You can obtain your OBU and have it installed at one of our three service centers located along the Yangon/Mandalay Highway after using the Registration App to register your OBU.
- b. A 45,000 MMK deposit is required to obtain an OBU. We will refund your deposit after you close your Account and return your OBU in “good” condition us. It is up to M.ezGo to decide what “good” condition is.
- c. You may only use your OBU with the vehicle it was registered to.
- d. Your OBU will become deactivated if it is removed after installation. You will have to visit one of our three service centers along the Yangon/Mandalay Highway to reactivate your OBU.
- e. If you commit a violation described in section 7, you must surrender your OBU upon request.
- f. You authorize M.ezGo to debit your Account and Cash Card for the charges incurred when you use your OBU at any M.ezGo facility.
- g. Failure to maintain a properly installed OBU inside your vehicle may cause: 1) a failure of our equipment to detect your OBU and our toll gates to remain closed; and 2) us to assess a violation, additional fee or other penalty.

M.ezGo Terms and Conditions

4) YOUR CASH CARD

- a. You can obtain your Cash Card at one of our three services centers along the Yangon/Mandalay highway after using your Registration App to register your Cash Card.
- b. The cost to replace your Cash Card is 5,000 MMK and Top up amount for Toll Fee.
- c. Only the person registered to the cash card may use it.
- d. Each time your OBU is used, we will deduct the applicable charges from your Cash Card.

5) YOUR ACCOUNT

- a. Visit www.myanmaretc.com to login to your Account and view your cash balance and transaction history.
- b. As covered in this agreement, we may deduct fees from the balance on your Cash Card. The results will be reflected in your Account.
- c. We will suspend your Account for outstanding violations, speeding and also failing to pay fees or tolls.
- d. We do not pay interest on your Account and Cash Card balances or on refundable OBU deposits.
- e. It is your obligation to review your online Account and follow the procedures described in Section 8 to dispute charges.
- f. We may receive and update your account with new financial information, banking information or a more recent address.

6) ACCOUNT PRE-PAYMENT

- a. You can choose to add money to your account Account and Cash Card by: 1) making a cash payment at our service centers, or 2) using your M.ezGo Wallet App and Top Up App to transfer money from your financial accounts.
- b. You can transfer money to your Wallet App from financial accounts with the following institutions:
 - i. An mobile banking account with KBZ Bank, AYA Bank or CB Bank
 - ii. MPU
 - iii. OK\$
- c. When you transfer money from your financial account to your Wallet App, you authorize M.ezGo to deduct funds to cover tolls and other fees associated with you Account. You agree and are aware that the amount of payments to cover your tolls and fees may vary between 300 MMK and 500,000 MMK
- d. You agree to maintain sufficient funds on your Cash Card to cover all M.ezGo charges. Your M.ezGo Account may be suspended unless a sufficient balance is maintained on your Cash Card.
- e. In the event your financial institution rejects any M.ezGo transactions you agree that you will make cash payments to add money to your Cash Card.
- f. If you use your OBU when your Account has insufficient funds, you may incur additional fees and maybe asked to surrender your OBU to us.

M.ezGo Terms and Conditions

7) VIOLATIONS

- a. You may incur additional fees and charges as well as be asked to surrender your OBU to M.ezGo staff when:
 - i. Your account has a negative balance
 - ii. Your account is suspended or revoked due to speed violations or other reasons
 - iii. You use your OBU after it was reported lost or stolen
- b. If you use your OBU in a vehicle that it is not registered to, you may incur additional fees and charges as well as be asked to surrender your OBU to our staff. Continued misuse may result in a revocation of your Account.
- c. Failure to respond to a "Notice of Violation" may result in additional fees and escalating legal actions by M.ezGo.

8) DISPUTES

If a dispute arises in connection with this agreement, you authorize M.ezGo to make the decision to solve it. This includes canceling accounts or assessing fees and other charges related to the use of your App, OBU, Cash Card or this Agreement. All disputes must be made to our call center within 30 days of receiving the disputed toll, fee, or charge. You agree that the contact information you provided to us during the creation of your Account and the online access we provide to your Account constitute adequate notice to you for any tolls, fees and charges as well as settling any determination we make regarding your dispute.

9) LOST/STOLEN OR NON-OPERATIONAL OBUS

You are not liable for unauthorized OBU use that occurs after you notify M.ezGo, verbally or in writing of theft, loss or unauthorized OBU use. If your OBU is reported lost, stolen, or found defaced or damaged, you will be charged 45,000 MMK. If your OBU is not operating for reasons other than abuse or improper use, then we will replace you OBI at no charge after it is returned to M.ezGo.

10) DISCLAIMER

You acknowledge that M.ezGo and all other organizations providing M.ezGo services have not made, any representation or warranty relating to the OBU, Cash Card and App including any implied or express warranty of merchantability, fitness for a particular purpose or conformity to models or samples. You agree that M.ezGo and all other organization providing M.ezGo services will have no obligation or liability to you with respect to your use and the performance of your OBU, Cash Card and App. You agree to indemnify, hold harmless M.ezGo and all other organization providing M.ezGo services from all damage, loss, cost, expense or liability relating to the use or performance of the OBU, Cash Card and App.

11) TERMINATION

You may terminate this Agreement by providing our call center or services centers two months advance notice and returning your OBU to M.ezGo. After you terminate your Agreement, return your OBU and pay all outstanding charges, we will refund any remaining balance and your OBU deposit. Your OBU remains the property of M.ezGo.

M.ezGo Terms and Conditions

12) COLLECTION OF EXPENSES

You agree to pay all costs, including attorneys' fees, incurred by M.ezGo to collect any money due under the terms of this Agreement.

13) MODIFICATIONS

We may change the terms of this Agreement at any time by written notice. These modified terms will take effect on the date specified. The invalidity of any part of this Agreement will not affect the other parts of this Agreement, which will remain in effect.

14) GOVERNING LAW

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

15) CHANGES

You agree to inform M.ezGo of any changes to the information you originally provided to us. This information includes and is not limited to:

- a. Address, vehicle information, drivers license number, email address and phone number.
- b. Bank account information and payment methods.

16) NON-DISCLOSURE

M.ezGo respects the privacy of all Account holders. We may share your Account information with other organizations that supply M.ezGo with services. We will not disclose your information to third parties without your consent, except as required or permitted by law and our policies.

17) PAYMENTS, OBUS AND CORRESPONDENCE

Please direct all questions, violation inquiries, payments and OBU returns to our:

Call Center

09 969 94 71 71

Service Centers

Our service centers are located at the following toll plazas along the Yangon/Mandalay Highway:

1. 3 Junction in Yangon
2. Ta Khon Tine in Mandalay
3. C Junction in Nay Pyi Taw

18) SCHEDULE OF DEPOSITS, FEES, MINIMUM BALANCES AND TOLLS

Deposits

OBU Deposit: 45,000 MMK

Fees

Initial Joining Fee: 5,000 MMK

M.ezGo Terms and Conditions

Annual Membership Fee (waived for the first year): 3,000 MMK

Cash Card Replacement Fee: 5,000 MMK

OBU Replacement Fee (if damaged or not returned): 45,000 MMK

Other Fees: M.ezGo and the other companies providing M.ezGo services reserve the right to assess additional fees.

One Way Toll Rates - Yangon /Mandalay Highway

Journey	1 Ton	1 - 3 Ton	3 - 5 Ton	Above 5 Tons
Between 3 Junction and Phyuu	1,500	3,000	4,500	7,500
Between Phyuu and C Junction	1,000	2,000	3,000	5,000
Between C Junction and Thee Kone	1,000	2,000	3,000	5,000
Between Thee Kone and Sa Kar Inn	1,000	2,000	3,000	5,000
Between Sa Kar Inn and Ta Khon Tine	300	500	1,000	1,500
Total Trip (One Way)	4,800	9,500	14,500	24,000

19) ADDITIONAL TERMS AND CONDITIONS FOR CORPORATE ACCOUNTS

- a. The terms and conditions in this agreement apply to corporate customers.
- b. Unlike individuals, corporate customers have to transfer funds to a corporate wallet via mobile banking to pay their firm's tolls and fees.

20) CONTACT INFORMATION

You can contact us at the following locations

M.ezGo Main Office

No 31 ,Room 5, 7-mile, Pyay Road, Mayangone Township, Yangon

Call Center

09 96 994 71 71