

Terms of International Remittance Service

This Terms of International Remittance Service (the “**Terms of Service**”) is an agreement between True Money Company Limited (the “**Company**”) of the one part; and the customers (the “**Customer**”) of the other part; for the use of electronic International Remittance Service (the “**Remittance Service**”) via TrueMoney Wallet application, (the “**Application**”). The Customer has the duty to thoroughly make understanding of this Terms of Service before using the Remittance Service.

1. Applying for the Remittance Service

1.1 The Customer must have TrueMoney Wallet Account (“**Account**”).

1.2 The Customer must be a natural person and have qualifications as specified by the Company in using TrueMoney Wallet services for foreigners. In this regard, the Company reserves the right to reject any application and the use of the Remittance Service and/or proceed any transaction with the Customer who has any of prohibited qualifications as prescribed by the Company’s policy, laws, regulation or any rules from relevant governing authorities such as the laws on Anti-Money Laundering. Also, the Customer agrees and accepts that the consideration whether to provide Remittance Service to the Customer shall be in the sole discretion of the Company.

1.3 Prior to the use of the Remittance Service, the Customer must verify his/her identity at TrueMoney Transfer Shop or other channels as specified by the Company.

2. The Use of the Remittance Service

2.1 The Customer must conduct the remittance transaction via Application in order to request for money remittance from the Customer’s Account to the receiver in the receiving country (the “**Receiver**”) as designated by the Customer, in accordance with the procedures and methods as specified by the Company. In this regard, the receiving country shall be the country where the Company provides its Remittance Service, provided that the Customer shall be able to consider through the transaction screen.

2.2 The Receiver must be a natural person and have the place of residence in the receiving country and proceed in compliance with any rules and conditions including having all qualifications and necessary documents as specified by the agent, sub-agent or the bank in the receiving country, provided that such conditions shall be various in accordance with the difference of laws, regulations, rules or orders of each receiving country.

2.3 The Customer shall be able to conduct the remittance transaction for the purposes as stipulated by the Company as the following:

- 2.3.1 Family Expense
- 2.3.2 Education Expense
- 2.3.3 Travelling Expense
- 2.3.4 Goods Expense
- 2.3.5 Miscellaneous fees

In this regard, the Company reserves the right to modify the abovementioned purposes at any time for the purpose of compliance with any law, regulation, rule or order from relevant governmental authorities without any prior notice to the Customer.

2.4 The Customer shall be able to conduct the remittance transaction in accordance with the conditions set by the Company as follows:

2.4.1 The Customer shall be able to conduct the remittance transaction not exceeding the limited amount per transaction, per day or per month, subject to the level of identity verification submitted to the Company. The Customer may examine such limitations from https://support.truemoney.com/en/knowledge-base/credit_limit/ or through the transaction screen. In the event that the amount of transaction exceeds the limitation as imposed by the Company, then the Company shall be entitled to refuse to proceed such remittance transaction.

2.4.2 The Customer shall be able to conduct the remittance transaction not exceeding the limited number of transaction per month as set by the Company. The Customer may examine such limitations from https://support.truemoney.com/en/knowledge-base/credit_limit/. In the event that the number of transaction exceeds the limitation as imposed by the Company, then the Company shall be entitled to refuse to proceed such remittance transaction.

In this regard, the Company reserves the right to modify the above mentioned minimum amount or limitation at any time with the notification to the Customer. In addition, the Customer agrees and accepts that such maximum amount or limitation may be modified for the purpose of compliance with the laws, regulations, rules or orders from the relevant governmental authorities of each receiving country.

2.5 The Customer agrees and accepts to allow the Company to collect the service fee and/or any other related expenses at the rate as stipulated by the Company, whereas the Customer is able to check the service fee rate at <https://www.truemoney.com/rates/> or

through the transaction screen. In this regard, the Company reserves the right to modify the aforementioned service fee rate at any time with the notification to the Customer.

2.6 In the event that the Company has found that the remaining balance in the Customer's Account is not sufficient for the remittance transaction amount conducted by the Customer including any service fee and/or any other related expenses related to such transaction, the Company shall have the right to refuse to proceed such remittance transaction.

2.7 Under each remittance transaction, the Receiver shall receive the money in the currency of the receiving country at the exchange rate upon the completion of the remittance transaction (when the Customer presses confirm the remittance transaction on the transaction screen), unless otherwise prescribed by the Customer prior to the completion of remittance transaction in other currency.

2.8 The Customer agrees and accepts that the Company shall be entitled to appoint any agent, sub-agent (i.e. any regular store with TrueMoney Transfer symbol) or bank in the receiving country to proceed the Remittance Service. In this regard, the Receiver can receive the remitted money from such appointed agent, sub-agent or bank in the receiving country from the date of the remittance transaction is executed by the Customer (the sender) under the conditions of the different Time Zone and business hours of such appointed agent, sub-agent or bank in the receiving country.

2.9 Upon the completion of remittance transaction, the Customer shall receive the evidence of such transaction on the application screen. Also, when the Receiver has received the remitted money from the appointed agent, sub-agent or bank in the receiving country, the Customer shall receive the SMS from the Company via mobile number registered with the Customer's TrueMoney Wallet account or shall receive the notification through any other channel as specified by the Company such as the notification on the Application.

2.10 The Customer shall be able to cancel the remittance transaction only during the Company's operating hours by submitting the cancellation request to the Company's Customer Care Center. In this regard, the refunded amount shall be equal to the amount of related remittance transaction, regardless of the fluctuation of exchange rate. The consideration for the cancellation request and the refund shall be in the sole discretion of

the Company. Additionally, the Company reserves the right to collect the fee from the Customer incurred from such cancellation (if any). Furthermore, the Customer agrees and accepts that the Company shall not return the remittance service fee which the Company has already collected from the Customer for the remittance transaction in any respects.

However, the Customer shall not be able to cancel any remittance transaction if the Receiver has already received the remitted money from the agent, sub-agent or bank in the receiving country.

3. The Customer's warranty

3.1 The Customer agrees and acknowledges the fluctuation of exchange rate under the use of this Remittance Service.

3.2 The Customer agrees and accepts any risk associated with the use of Remittance Service under this Terms of Service. In case that such remittance transaction involves any sanctioned countries, sanctioned entities and/or sanctioned individuals by the United Nations, United States of America, the European Union and/or any other national, international or supranational sanctions.

3.3 The Customer acknowledges and agrees that all information and documents in relation to the Customer's identity verification provided to the Company for applying for the use of this Remittance Service, including the Customer's passport and work permit, are true and correct, and shall be able to be used as the reference between the Company, agent, sub-agent, or bank in the receiving country and the Customer.

In this regard, the Company shall have the right to refuse to proceed any remittance transaction if the Company has found that such information or documents could not be used to identify the identity of the Customer under the laws e.g., expired passport or work permit, or the Customer has not delivered the additional documents as required by the Company within specified timeframe.

3.4 The Customer agrees and accepts that the Company shall merely have duty to remit the money and/or information relating to the remittance transaction to the Receiver based on the information prescribed in the transaction by the Customer. The Company has no duty to proceed any additional examination regarding the correctness of such information prescribed by the Customer. The Company shall not be responsible for any losses occurred to the Customer and/or the Receiver from the event that the Customer has

stipulated any wrong amount of remitted money and/or information resulting in such money and/or information has been sent to wrong Receiver or not able to be sent to the Receiver.

3.5 The Customer acknowledges and agrees to be liable to the Company for any expense, loss, claim, litigation and/or damage occurring from his/her performance in accordance with the use of this Remittance Service and/or any identity verification documents of the Customer. The Customer shall also be responsible for the genuineness and correctness of any documents and information provided to the Company for the use of the Remittance Service.

4. The Company's Limitation of Liability

4.1 The Customer agrees and accepts that the Company shall not be responsible for its inability to comply with this Terms of Service and/or the Receiver does not receive the transferred money, or the Customer's inability to conduct the remittance transaction or any unsuccessful remittance transaction or any delay, in any nature, occurred from any of the following cases:

4.1.1 The occurrence of Force Majeure or act of God or other cases for which the Company shall not be liable such as any case arising from any laws, sanctions, regulations, orders, verdicts, exchange rate restriction, inevitable events, act of government or international authority, de jure or de facto, legal constraint or any blocked funds arising from any of the foregoing, or electrical, computer, mechanical or telecommunication failure, or failure from any agent, sub-agent or bank in the receiving country, or unavailability of the payment system, or any cases beyond the Company's control, whether or not resulting from the Company or any of its agents, sub-agents or banks in receiving country who has performed in accordance with the Customer's remittance transaction. Additionally, this shall include the event of the compliance with any laws in relation to the Anti-Money Laundering or the regulations from any authorities governing the Company, agents, sub-agents or banks in receiving country.

4.1.2 the occurrence that the Company has suspended or revoked the Remittance Service to the Customer in connection to Clause 5 of this Terms of Service.

4.1.3 the occurrence that the Company has informed the Customer regarding the failure of the Remittance Service prior to or at the time of conducting the remittance transaction by Customer.

4.1.4 the occurrence of any necessity or any failure or any cases as deemed appropriate by the Company.

However, in the event that the above occurrences are from the intention or the gross negligence of the Company, then the Company shall be responsible to the Customer at the amount not more than the amount of related remittance transaction.

5. The Revocation/Suspension of the Remittance Service

5.1 If the Company intends to suspend or revoke the Remittance Service under this Terms of Service (whether wholly or partially), the Company shall inform the Customer in advance. In this regard, this Terms of Service shall be terminated immediately upon the specified timeframe as informed to the Customer is due. However, such suspension or revocation shall not affect any debt that the Customer owed to the Company and shall not prejudice any right or responsibility between the Company and the Customer which incurs or has incurred before the date of termination.

5.2 The Company shall have the right to revoke or suspend the Customer's request of the Remittance Service immediately without prior notice in case of the suspicion of any Customer's act or intention to act against the laws such as the laws relating the money laundering or the law on counter terrorism and proliferation of weapon of mass destruction financing, or any act which may incur any damage to the Company or any other person, or the Customer has not complied with this Terms of Service.

Furthermore, if the Company reasonably suspects or has to comply with any laws, the Company may request the Customer for the clarification of any information or delivering additional evidences or documents to the Company. If the Customer does not proceed as requested by the Company within the specified timeframe, or the Company has received such evidences or documents from the Customer and the Company deems that the Customer has any characteristic as aforementioned, or the Company has to cease the Remittance Service to the Customer for any legal grounds, then the Company reserves the right to revoke or suspend the Remittance Service immediately.

6. Personal Data

6.1 The Customer agrees and acknowledges that the Company may collect, use or disclose personal data in which the Customer has given to the Company for the purposes of providing the Remittance Service under this Terms of Service, the identity verification, statistic, analysis and research in order to enhance service or offer the privilege which may benefit the Customer in connection with the Remittance Service, or emphasizing the Customer to receive good service from the Company, providing support service, contact and request for information. In addition, the Customer acknowledges that the Company may transfer or transmit the Customer's personal data to any agent, sub-agents, and banks in the receiving country, juristic persons having control over the Company or under control of the Company and juristic persons under the same control of the Company, including juristic persons or persons in which the Company is a contractual party or having the legal relationship with, and third persons or juristic persons acting as a data processor, whether inside and outside Thailand.

6.2 The Customer acknowledges and agrees that for the provision of Remittance Service, it is necessary for the Company to transfer or transmit Customer's personal data to persons or juristic persons outside Thailand having inadequate personal data protection standard as prescribed by laws. In this regard, the Company shall ensure to implement appropriate personal data protection measures in compliance with the laws. However, if the Company has transferred or transmitted such personal data to abovementioned persons or juristic persons in the receiving country under this Terms of Service, the Company shall not be liable for any damages may occur to the Customer and/or the Receiver from the violation of the Customer's and/or Receiver's personal data by such persons or juristic persons in the receiving country.

6.3 The Customer can consider and study other information concerning the personal data through the Company's Privacy Policy [here](#).

7. Other provisions

7.1 The Customer agrees to comply and be bound by this Terms of Service whereby the Customer's use of Remittance Service shall be deemed as the acceptance of this Terms of Service. The Company may make amendment or addition to this Terms of Service, at any time with notification to the Customer whereby the Customer's use of

Remittance Service after such amendment or addition shall be deemed as the acceptance of such amendment or addition.

7.2 The Customer agrees and accepts that this Terms of Service is a part of the Company's Terms of Services of TrueMoney Wallet and the Customer agrees to be bound and perform in compliance with this Terms of Service and the Company's Terms of Services of TrueMoney Wallet in all aspects.

7.3 In case the Customer has any queries in connection with the Remittance Service, the Customer may contact TrueMoney Customer Care Center 1240 press 4 or Facebook channel at <https://www.facebook.com/truemoneytransfermyanmar> or at <https://truemoneytransfer.truemoney.com/my/>

7.4 Any translation of this Terms of Service is provided solely for the Customer's convenience and is not intended to amend or modify any provisions of the Terms of Service. In the event of a conflict of the Thai version and other language version, Thai version shall prevail.

7.5 This Terms of Service shall be governed and construed in accordance with the laws of Kingdom of Thailand without regard conflicts of law.

7.6 In case any term or condition of this Terms of Service becomes null and void or incomplete by law, then the other enforceable term or condition of this Terms of Service shall be separated from the part that becomes null and void and shall have full force and effect.

7.7 The failure by the Company to enforce any term or condition of this Terms of Service shall in no way affect the right of the Company to enforce the same, and no waiver of a breach of any term or condition of this Terms of Service by the Customer shall be construed as an agreement to waive any subsequent breach of the same or other term or condition.