

# Terms & Conditions

Welcome to Lo Ta Ya provided to you by Myanmar Posts and Telecommunications (“MPT”, “we”, “us”, or “our”). This page explains the terms by which you may agree to abide by when accessing or using our Lo Ta Ya website or associated applications (“Lo Ta Ya”). By accessing or using Lo Ta Ya, you signify that you have read, understood, and agree to be bound by these Terms of Use, the Lo Ta Ya Privacy Policy, and any other applicable rules, policies and terms associated therewith (collectively, the “Terms”).

We reserve the right to amend the Terms at any time in our sole discretion by posting the revised Terms on our website. Your continued use of Lo Ta Ya after any such changes constitutes your acceptance of the revised Terms.

## 1. Use of Lo Ta Ya

Lo Ta Ya provides a place for you to discover news, horoscopes, religious content and video clips.

You do not have to register in order to use Lo Ta Ya. If you access Lo Ta Ya over a wi-fi network, a one-time password will be sent to you for verification purposes.

Subject to your compliance with the Terms and your payment of any applicable data charges, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to access and make personal and non-commercial use of Lo Ta Ya. This license does not include: any resale or commercial use of Lo Ta Ya or any part thereof, including its contents; any downloading, copying, or other use of Lo Ta Ya content; or any use of data mining, robots, or similar data gathering and extraction tools. All rights not expressly granted to you in the Terms are reserved and retained by us or our licensors, suppliers, publishers, rights holders, or other content providers. No part of Lo Ta Ya may be reproduced, duplicated, altered, copied, sold, resold, or otherwise exploited for any commercial purpose without our express written consent. You may not use any meta tags or any other "hidden text" utilizing our name or trademarks without our express written consent. You may use Lo Ta Ya only as permitted by the Terms and by law; all other uses are strictly prohibited. The license granted by us to you shall terminate immediately and without notice if you do not comply with the Terms.

MPT may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access or use of Lo Ta Ya without notice and liability for any or no reason as determined in MPT’s sole discretion. In such event, you shall continue to be bound by the Terms to the extent necessary to fulfill surviving terms contained herein.

Lo Ta Ya is subject to scheduled and unscheduled service interruptions. All aspects of Lo Ta Ya are subject to change or elimination at MPT’s sole discretion. You agree that MPT will not be liable to you or any third parties for any interruption of Lo Ta Ya, downtime (planned or unplanned) or access failure.

MPT shall have no liability for your use or misuse of Lo Ta Ya, any interactions you have with other users, or any other act or omission by you with regard to Lo Ta Ya.

## **2. Our Proprietary Rights**

Lo Ta Ya and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and content (collectively, "Content"), and all intellectual property rights related thereto, are the exclusive property of MPT and its licensors, suppliers, publishers, rights holders, or other content providers. Except as explicitly provided herein, nothing in the Terms shall be deemed to create a license or right in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or Content accessible on Lo Ta Ya. Use of the Content for any purpose not expressly permitted by the Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about Lo Ta Ya, including without limitation about how to improve the service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place MPT under any fiduciary or other obligation, and that we are free to use the Idea without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, MPT does not waive any rights to use similar or related ideas previously known to MPT, or developed by its employees, or obtained from sources other than you.

## **3. Eligibility**

Lo Ta Ya is intended solely for users who are thirteen (13) years of age or older. If you are under eighteen (18) years of age you may use Lo Ta Ya only if you either are an emancipated minor or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in the Terms, and to abide by and comply with the Terms.

## **4. Data Charges**

There is no fee to access and use Lo Ta Ya, however, data charges may apply for your use of Lo Ta Ya, including any content downloads or streaming.

## **5. Indemnity**

You agree to defend, indemnify and hold harmless MPT and its subsidiaries, joint operation partner, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to Lo Ta Ya, including any data or content transmitted or received by you; (ii) your violation of any term of the Terms, including without limitation your breach of any of the representations and warranties herein; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (iv) your violation of any law, rule or regulation of the Union of Myanmar or any other country; (v) any claim or damages that arise as a result of any information submitted or received by you through Lo Ta Ya; or (vi) any other party's access and use of Lo Ta Ya through your phone number (registered or unregistered) or handset.

## **6. Disclaimers of Warranties and Limitation of Liability**

LO TA YA AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH LO TA YA ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. MPT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF LO TA YA, OR THE INFORMATION, INCLUDING ITS ACCURACY, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED IN OR OTHERWISE MADE AVAILABLE TO YOU THROUGH LO TA YA, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF LO TA YA IS AT YOUR SOLE RISK.

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## **7. Third Party Content**

Lo Ta Ya aggregates content obtained or provided by third parties ("Third Party Content"). As such, MPT is not responsible for such Third Party Content or any linked websites associated with Third Party Content. Reference to any products or services of third parties does not constitute or imply endorsement, sponsorship or recommendation by MPT.

## **8. Lo Ta Ya Daily/Weekly Lucky Draw**

By accessing LoTa Ya, you may choose to participate in the LoTa Ya Daily/Weekly Lucky Draw ("Daily/Weekly Lucky Draw"). You do not need to log-in to Lo Ta Ya to participate. Simply access Lo Ta Ya and apply to enter the Daily/Weekly Lucky Draw at the designated Daily/Weekly Lucky Draw link. If you choose to apply for the Daily/Weekly Lucky Draw, only your mobile phone number is needed to participate. If you are accessing Lo Ta Ya via our mobile network, our system will automatically fetch your phone number to enter you into the Daily/Weekly Lucky Draw; no other information from you is needed to apply and participate in the Daily/Weekly Lucky Draw. Staff members of MPT and its joint operation partner (KSGM), and persons living under the same household of the same, whether related or not, are not eligible to participate in the Daily/Weekly Lucky Draw.

Up to 5 Lucky Draw winners will be selected each day (Monday through Sunday). In order to be eligible for a daily Lucky Draw prize, you must apply for the Lucky Draw at the Lo Ta Ya site

between the hours of 00:00 and 23:59 (Myanmar Time) on such day. You may apply once per day for the Lucky Draw. In addition, there will also be up to 6 weekly Lucky Draw winners. You will automatically be entered into the weekly Lucky Draw if you apply at least once starting from 00:00 Monday through 23:59 Sunday (Myanmar Time).

Daily and weekly Lucky Draw winners will be chosen on the following Monday. We will reach you by phone directly at the number provided during your application in order to confirm your SIM registration details. Prizes may be picked up at the designated branch office of MPT; we will distribute the prizes to the designated branch office of MPT on a monthly basis. Please note that if you are a Lucky Draw winner, your prize may take some time to be delivered to the branch office of MPT especially if you live in rural areas. If you are chosen as a winner of the Lucky Draw but do not answer our phone call to you, you will be deemed to have unconditionally and irrevocably rejected and waived the Lucky Draw prize and any rights you may have had thereto. In such instances, MPT may proceed to draw another winner for such rejected prize.

We reserve the right to terminate, suspend or change the terms of the Daily/Weekly Lucky Draw at any time. The Daily/Weekly Lucky Draw is intended for MPT retail customers only. If we suspect any misuse of Lo Ta Ya or the Daily/Weekly Lucky Draw by you, including a breach of the Terms, we reserve the right to withhold and refuse delivery of any prize awarded to you without liability.

## **9. General**

The Terms are subject to MPT's General Terms and Conditions ("GTC") which can be found at: <http://mpt.com.mm/mm/about-home/terms-conditions-mm/>. In the event of a conflict between the terms of these Terms and the GTC, the Terms shall prevail. The Terms are subject to the laws of the Republic of the Union of Myanmar and any regulation, notification, directive or instruction issued by a court or body of competent jurisdiction. If any term, covenant or provision of the Terms is held to be illegal, invalid or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject, then the remainder of the Terms or the application of such term, covenant or provision to any person (other than those as to whom it is held invalid or unenforceable) shall not be affected thereby, and each provision of the Terms shall remain valid and enforceable to the fullest extent permitted by law.