

I Terms and Conditions for Simpanan Pelajar Account

A. General Terms & Conditions

1. Simpanan Pelajar means a savings account intended for students and issued nationwide by Indonesian banks, with easy and simple requirements as well as attractive features, for the purposes of education and financial inclusion so as to promote the saving culture at an early age.
2. Simpanan Pelajar Depositor means a student of PAUD, TK, SD, SMP, SMA, Madrasah (MI, MTs, MA) or equivalent who is under 17 years old and has not obtained a Resident ID Card (KTP) (hereinafter referred to as the “Depositor”).
3. The Depositor is only allowed to open 1 (one) Simpanan Pelajar account at BCA. The Simpanan Pelajar account can only be opened in the form of a single account (it cannot be opened in the form of a joint account) with the status of “And” or “Or”.
4. Upon opening the Simpanan Pelajar account, BCA will issue Simpanan Pelajar Card as a means to make transactions. The parent or guardian that opens a Simpanan Pelajar account for the benefit of a minor in the capacity as his/her parent or guardian is fully liable for the use of the Simpanan Pelajar Card provided by BCA in connection with the opening of the Simpanan Pelajar account, including any misuse of the Simpanan Pelajar.
5. The maximum balance in the Simpanan Pelajar account is Rp20.000.000,00 (twenty million rupiah). The maximum balance limit is subject to change at any time, and the change will be notified by BCA to the Depositor in any form and by any means in accordance with the prevailing law.
6. If there are no transactions in the Simpanan Pelajar account other than taxes and/or transaction fees for 12 (twelve) consecutive months and the balance of the Simpanan Pelajar account falls below Rp5.000,00 (five thousand rupiah), the Simpanan Pelajar account will be automatically closed by the system, with the Simpanan Pelajar account closure fee being equal to the remaining balance in the Simpanan Pelajar account.
7. The Depositor is required to bear the costs incurred in connection with the opening and closing of the Simpanan Pelajar account, the issuance and/or use of the Simpanan Pelajar Card, a transaction fee for the 5th (fifth) withdrawal onwards made in the same month, penalty fees if there is no transaction in the Simpanan Pelajar account as referred to in item A.6 above, and other charges and fees applicable at BCA. The amount of such fees, including any changes thereto, will be notified by BCA to the Depositor in any form and by any means in accordance with the prevailing law. Such fees will be debited directly by BCA from the relevant Depositor’s Simpanan Pelajar account.
8. With certain considerations, BCA reserves the right not to include a Simpanan Pelajar account from a lucky draw program held by BCA.
9. The Depositor must notify BCA in writing of any changes to the Depositor’s data.
10. The Depositor authorizes BCA to provide Depositor’s data to any party other than BCA that has entered into a cooperation with BCA, for promotional activities or other commercial purposes. Tanda Tangan
11. The Depositor authorizes BCA, either now or after the Depositor is no longer a BCA customer, to offer BCA’s products/services and products/services of other parties that has entered into a cooperation with BCA via personal communication means. Tanda Tangan
12. In the event of the Depositor’s death, BCA has the right to request any documentation of heirship as required by BCA as the basis for liquidating the balance in the Simpanan Pelajar account and paying the same to the rightful beneficiary(-ies) specified in the documentation of heirship. Once the balance in the Simpanan Pelajar account of the deceased Depositor has been liquidated and paid to the rightful beneficiary(-ies) or attorney(s)-in-fact as specified in the documentation of heirship, BCA is released and forever discharged from any liability whatsoever in connection with the Depositor’s Simpanan Pelajar.

13. As long as the Depositor still has outstanding debts to BCA under any credit facility, L/C, bank guarantee or guarantee provided by the Depositor (borgtocht), interest, facility fee (provisi), stamp duty, draft, letter of acceptance or other commercial papers signed by the Depositor as an acceptor, endorser, or drawer, guarantor or arising from the use of a credit card or any other fees or obligations arising from anything whatsoever, BCA is entitled, and to the extent necessary is hereby authorized by the Depositor to debit the Depositor’s Simpanan Pelajar account and apply the proceeds to repay any amounts at any time owing to BCA. Any consequences arising from the debiting of the Simpanan Pelajar account under the power granted by the Depositor shall be the sole responsibility of the Depositor.
14. BCA has the right to rectify the balance of the Depositor’s account if there is an error in posting made by BCA.
15. The Depositor is entitled to obtain a Simpanan Pelajar Account Activity Statement. If within 14 (fourteen) days after the Simpanan Pelajar Account Activity Statement is provided by BCA, the Depositor does not file any objection with a BCA branch office, the Depositor is deemed to have accepted all the data contained in the Simpanan Pelajar Account Activity Statement.
16. The Simpanan Pelajar Account Activity Statement is provided to the Depositor upon the Depositor’s request to BCA to print out the Simpanan Pelajar Account Activity Statement and it can be collected by the Depositor at a BCA branch office. If the Simpanan Pelajar Account Activity Statement is not collected by the Depositor within 3 (three) months from its date of issuance, the relevant Simpanan Pelajar Account Activity Statement will be destroyed.
17. The Depositor must not use the Simpanan Pelajar account to hold funds from any transactions or businesses that are prohibited by and/or contrary to applicable law, including but not limited to money laundering, terrorism financing, funding the proliferation of weapons of mass destruction, illegal investments, fraud, gambling, narcotics, and other criminal acts.
18. The Depositor must not use the funds in the Simpanan Pelajar account to conduct any transactions or businesses that are prohibited by and/or contrary to applicable law, including but not limited to money laundering, terrorism financing, funding the proliferation of weapons of mass destruction, illegal investments, fraud, gambling, narcotics, and other criminal acts.
19. BCA reserves the right to block the Depositor’s account, reject any transaction involving the Depositor’s account, and/or terminate the business relationship with the Depositor if :
 - 19.1 the Depositor fails to comply with the prevailing law;
 - 19.2 the Depositor fails to provide any information and supporting documents in accordance with the prevailing law;
 - 19.3 the Depositor is known to have used and/or reasonably suspected of using false documents and/or providing incorrect data to BCA;
 - 19.4 the Depositor provides questionable information; and/or
 - 19.5 the Depositor’s source of transaction funds is known to emanate from and/or reasonably suspected of emanating from a crime.
20. If there is a difference between the balance in the Simpanan Pelajar account and the balance on record with BCA, the balance on record with BCA will prevail, unless proven otherwise.
21. The Depositor holds BCA harmless against all claims, lawsuits, and/or other legal proceedings and all losses arising from the forgery of a Simpanan Pelajar Card.
22. BCA is not liable for the breakdown and/or failure of BCA ATMs and/or other facilities due to causes beyond BCA’s control.
23. All data connected with the Simpanan Pelajar Account will be held and stored by BCA in accordance with the prevailing law.
24. The closure of a Simpanan Pelajar account can be done by the Depositor at the BCA branch office and for that purpose the Depositor must present the Depositor’s original and valid ID card, the Simpanan Pelajar Card and other supporting documents (if applicable) according to the provisions applicable at BCA.

25. The closure of the Simpanan Pelajar account is subject to an account closing fee of Rp5.000,00 (five thousand Rupiah) or any other amount as notified by BCA from time to time to the Depositor in any form and by any means in accordance with the applicable law.
26. The Depositor's funds at BCA are guaranteed by the Indonesia Deposit Insurance Corporation (Lembaga Penjamin Simpanan, or "LPS") to the extent of the maximum limit stipulated by the LPS. The LPS does not guarantee any deposit with interest at the rate exceeding the maximum interest rate stipulated by the LPS.

B. Deposits & Withdrawals

1. The initial deposit must be at least Rp5.000,00 (five thousand Rupiah) and the subsequent deposits must be at least Rp1.000,00 (one thousand rupiah) or any other amount as notified by BCA from time to time in any form and by any means in accordance with the prevailing law.
2. Deposits can be made at any time through the counter during BCA business hours or through BCA's car when BCA branch office representatives are visiting the school, or through BCA cash deposit machines and/or other facilities as may be determined by BCA.
3. Cash withdrawals or funds transfers can be made at any time at a BCA branch office as long as the counter is open during BCA business hours or through BCA ATMs and/or other facilities as may be determined by BCA.
4. Cash withdrawal and/or funds transfer transactions can only be conducted up to a maximum of 4 (four) times within the same month for all facilities used by the Depositor/the Depositor's parent or guardian. BCA has the right to at any time change the provisions regarding the cash withdrawal transaction, and the change will be notified by BCA in any form and by any means in accordance with the prevailing law.
5. For the cash withdrawals or funds transfers at the counter will be processed through a PIN pad machine using Simpanan Pelajar Card. BCA has the right to ask for original identity card from the Depositor for cash withdrawals through the counter in a certain amount.
6. Cash withdrawals or funds transfers by the Depositor's attorney-in-fact can be made at a BCA branch office, and the Depositor's attorney-in-fact must present a duly fiscal-stamped power of attorney from the Depositor as well as the Depositor's identity card and the attorney-in-fact's original identity card.

C. Complaints Handling

1. Any complaints to BCA in connection with the Simpanan Pelajar account may be lodged by the Depositor with any BCA branch office or with Halo BCA. For the purpose of handling a complaint, BCA may ask the Depositor's parent or guardian to provide BCA with a copy of the identity card of the Depositor's parent or guardian and other supporting documents.
2. BCA will respond to such complaint in accordance with the prevailing law.
3. Any complaints relating to the Simpanan Pelajar account must be lodged by the Depositor with BCA within no later than 3 (three) months of the transaction date.

II Terms and Conditions for Simpanan Pelajar Card

A. Definitions

1. Cardholder means a BCA individual who owns a Simpanan Pelajar Card in connection with a Simpanan Pelajar Account at BCA and who has completed and signed the application form for Individual Account Opening.
2. Simpanan Pelajar Card means a card issued by BCA that can be used by the Cardholder to conduct Certain Transactions through BCA ATMs and/or other facilities as determined by BCA.
3. Certain Transaction means a transaction that can be conducted by the Cardholder through BCA ATM and/or other facilities as determined by BCA such as balance inquiry, cash withdrawal, funds transfer to other accounts at BCA, change of Personal Identification Number (PIN).

B. Terms and Conditions for Simpanan Pelajar Card

1. The Simpanan Pelajar Card is the property of BCA. If requested by BCA, the Simpanan Pelajar Card must be returned to BCA.
2. The Simpanan Pelajar Card is for use Cardholder purpose only and is not transferrable by any means whatsoever. All consequences arising from any misuse of the Simpanan Pelajar Card shall be the sole liability of the Cardholder.

3. The Simpanan Pelajar Card must not be used for purposes other than to conduct a Certain Transaction.

4. For the implementation of fund transfer transactions (including registration of destination accounts for the purpose of fund transfer transactions) through facilities provided by BCA, other banks, or non-bank institutions, the Cardholder hereby authorizes BCA to:
 - 4.1 display the name and/or account number of the Cardholder on the BCA facilities used to conduct fund transfer transactions;
 - 4.2 provide data on the name and/or account number of the Cardholder to other banks, non-bank institutions, and other parties cooperating with other banks or non-bank institutions to be displayed on the facilities used for fund transfer transactions.

The display of such name and/or account number is conducted as a means of confirmation to customers who conduct fund transfers to minimize the possibility of wrong transfers.

5. For the implementation of deposit transactions, transfers, remittances, or other financial transactions and for the purposes of verification/confirmation of the status of transactions made by the Cardholder to a fund account, virtual account, or other means that can receive funds or can be used as a facility for fund transfer/ payment through BCA branch offices, facilities provided by BCA, other banks, or non-bank institutions, the Cardholder hereby authorizes BCA to:
 - 5.1 display the name and/or account number of the Cardholder on the account statement and transaction report issued by BCA;
 - 5.2 provide data on the name and/or account number of the Cardholder to other parties who process deposit transactions, transfers, remittances, or other financial transactions, recipients of virtual account facilities or other means that can receive funds or can be used as a facility for fund transfer/payment, as well as to other parties who receive funds from transactions made by the Cardholder.

6. Every time the Cardholder uses the Simpanan Pelajar Card, the Cardholder must enter a personal identification number or PIN. The Cardholder must keep the confidentiality of the PIN and must not disclose the PIN to any other person. All consequences arising from any misuse of the PIN shall be the sole liability of the Cardholder.

7. The parent or guardian that opens an account in the capacity as the parent or guardian of a minor is fully liable for the use of the Simpanan Pelajar Card provided by BCA in connection with opening the relevant account and must not disclose the PIN of the Simpanan Pelajar Card to any other person including to the minor as the account holder. All consequences arising from the use of the Simpanan Pelajar Card and the PIN, including any misuse thereof shall be the sole liability of the parent or guardian

8. In the event that the Simpanan Pelajar Card is stolen or lost, the Cardholder is obliged to immediately provide written notification signed by the Cardholder to BCA branch office during BCA business hours in an acceptable form and substance. If the Cardholder is unable to come to the BCA branch office, the notification can be made through Halo BCA.

9. Any notice of theft or loss of the Simpanan Pelajar Card will be followed by a blockage by BCA of the relevant Simpanan Pelajar Card. The Simpanan Pelajar Card will remain blocked by BCA until BCA receives a written request from the Cardholder to unblock the same. As long as the notice of theft or loss has not been received by BCA, any Certain Transactions made using the stolen or lost Simpanan Pelajar Card shall be the sole liability of the Cardholder.

10. The written request to release the blockage of the lost Simpanan Pelajar Card can be submitted by the Cardholder to a BCA branch office. BCA has the right to verify the identity of the Cardholder when the Cardholder submits an application for unblocking the Simpanan Pelajar Card. If the Cardholder is unable to come to the BCA branch office, the request can be made through Halo BCA.

11. The Cardholder can only use the Simpanan Pelajar Card to conduct a Certain Transaction as long as the Cardholder's account balance at BCA is sufficient.

12. Below is the procedure or manual for using the Simpanan Pelajar Card through BCA ATMs:
 - 12.1 insert the Simpanan Pelajar Card;
 - 12.2 enter the PIN. If the Depositor enters the wrong PIN 3 (three) times in a row, the Simpanan Pelajar Card will be blocked. The Cardholder can unblock the Simpanan Pelajar Card at a BCA branch office by bringing the relevant Simpanan Pelajar Card and the Cardholder's ID card;
 - 12.3 select the desired type of transaction.

13. Informations and calculations from BCA with respect to a Certain Transaction and/or an account balance in connection with the use of the Simpanan Pelajar Card are conclusive and binding evidence unless proven otherwise.

14. The Cardholder holds BCA harmless against all claims, lawsuits, and/or other legal proceedings and for any losses arising from the forgery of the Simpanan Pelajar Card.
15. BCA does not serve any transaction with the Simpanan Pelajar account whose Simpanan Pelajar Card has been reported lost by the Depositor to BCA, however such Simpanan Pelajar account can still receive incoming funds. To be able to conduct transactions again using the Simpanan Pelajar account, the Depositor can apply for a replacement of the Simpanan Pelajar Card to a BCA branch office in accordance the applicable provisions at BCA.
16. BCA for a certain reason has the right to at any time block, cancel, withdraw or update the Simpanan Pelajar Card and/or block the Cardholder's account in any form whatsoever.
17. BCA has the right to terminate the Cardholder's use of the Simpanan Pelajar Card if the Cardholder fails to comply with the terms and conditions applicable to the holder of the Simpanan Pelajar Card.
18. If a Simpanan Pelajar Card is not collected within 3 (three) months after the application is made, BCA will destroy such Simpanan Pelajar Card.
19. The use of the Simpanan Pelajar Card is subject to the terms and conditions applicable at BCA including the terms and conditions for all services/facilities and Certain Transactions covered by the Simpanan Pelajar Card. BCA has the right to modify the terms and conditions applicable at BCA as well as the provisions governing all services or facilities and Certain Transactions covered by the Simpanan Pelajar Card, and such modification will be notified by BCA in any form and by any means in accordance with the prevailing law.
20. The use of the PIN on a BCA ATM and/or BCA pin pad has the same legal force as a written instruction signed by the Cardholder.
21. The Cardholder hereby acknowledges that all records, printouts, recordings, communication media, or other evidence of any nature held by BCA in connection with the electronic banking transactions conducted by the Cardholder constitute valid and conclusive evidence binding on the Cardholder. The data connected with the electronic banking transactions conducted by the Cardholder will be stored by BCA in accordance with the prevailing law.
22. Applications for replacement of damage Simpanan Pelajar Card must be made by returning the damaged Simpanan Pelajar Card to BCA.
23. The Simpanan Pelajar Card will be closed if the Simpanan Pelajar account is closed.

Important:

The Depositor/Cardholder is prohibited from storing or leaving His/Her Simpanan Pelajar Passbook and Card with BCA

The Depositor/Cardholder hereby confirms that the Depositor/Cardholder fully understands and agrees to the Terms and Conditions for Simpanan Pelajar of PT Bank Central Asia Tbk ("BCA") as described above and that BCA has provided sufficient explanation and sought the Depositor's/Cardholder's confirmation of his/her understanding of the benefits, charges and fees, and risks as well as rights and obligations associated with the Simpanan Pelajar account.

C. Complaints Handling

1. Any complaints to BCA in connection with the use of the Simpanan Pelajar Card may be lodged by the Cardholder with any BCA branch office or with Halo BCA. For the purpose of handling a complaint, BCA may ask the Cardholder's parent or guardian to provide BCA with a copy of the identity card of the Cardholder's parent or guardian and other supporting documents.
2. BCA will respond to such complaint in accordance with the prevailing law.
3. Any complaints relating to the Simpanan Pelajar Card must be lodged by the Cardholder with BCA within no later than 3 (three) months of the date of the Certain Transaction.

III Dispute Resolution

1. The Depositor/Cardholder agrees that any dispute or difference of opinion arising from and/or in connection with the implementation of these Terms and Conditions for Simpanan Pelajar BCA between the Depositor/Cardholder and BCA will be resolved in an amicable manner.
2. Any dispute or difference of opinion that cannot be amicably resolved between the Depositor/Cardholder and BCA will be resolved through banking mediation facilities at Bank Indonesia or the Financial Services Authority or by means of mediation through an Alternative Dispute Resolution Institution included in the List of Alternative Dispute Resolution Institutions stipulated by the Financial Services Authority.
3. Any dispute or difference of opinion that cannot be resolved by deliberation, banking facilitation, and/or mediation as described in item 2 above will be resolved through the District Court of Central Jakarta, without prejudice to BCA's right to file a suit or claim through any other District Court within the territory of the Republic of Indonesia.

IV Language

These Terms and Conditions for Simpanan Pelajar Account are made and signed in 2 (two) versions of languages, namely Indonesian and English. In the event that there is a discrepancy in interpretation between the versions of Indonesian and English, then the version of Indonesian language shall prevail.

Signature

Full Name

These Terms and Conditions for Simpanan Pelajar of PT Bank Central Asia Tbk ("BCA") have been adjusted to ensure compliance with the prevailing laws and regulations including Regulations of The Financial Services Authority.