



The Customer hereby declares that:

1. Has read and understood the product and/or service information for Tahapan as stated on the website www.bca.co.id and Account Opening Form.
2. BCA has confirmed the Customer's understanding of the product and/or service information for Tahapan.

Terms and Conditions for Tahapan and Paspor BCA PT Bank Central Asia Tbk ("BCA")



I Terms for Tahapan

A. General Terms & Conditions

1. The Customer is an individual or a non-individual entity or a combination thereof, eligible to open a TAHAPAN BCA account (hereinafter referred to as the "Customer").
2. For each TAHAPAN BCA account opened, the Customer will receive a Paspor BCA Card and a TAHAPAN BCA passbook (if requested by the Customer).
3. The parent or guardian that opens a TAHAPAN BCA account for the benefit of a minor in the capacity as his/her parent or guardian is fully liable for the use of the Paspor BCA Card provided by BCA in connection with the opening of the TAHAPAN BCA account, including any misuse of the Paspor BCA Card.
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, Customer hereby authorizes BCA to:
 - 4.1 Display the name and/or account number of Customer on the BCA facilities used to conduct fund transfer transactions;
 - 4.2 Provide data on the name and/or account number of Customer 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 Customer 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 Customer 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, Customer hereby authorizes BCA to:
 - 5.1 Display the name and/or account number of Customer on the account statement and transaction report issued by BCA;
 - 5.2 Provide data on the name and/or account number of Customer 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 Customer.
6. The customer is fully liable for all losses arising from the forgery of the TAHAPAN BCA passbook, misuse of any nature of the TAHAPAN BCA passbook, as well as any losses or claims arising from the loss of or damage to the TAHAPAN BCA passbook.
7. The Customer is fully liable for:
 - 7.1 The authenticity, validity, truth and completeness of the documents submitted to BCA in connection with Tahapan BCA Account; and
 - 7.2 The authenticity of the signatures on each document and the authority of the people who signed the documents.
8. Customer is fully responsible for any losses incurred due to the failure to provide complete data, the inability to receive notifications by telephone, email, or other means of communications, delays or non-delivery of letters sent by Customer to BCA or letters sent by BCA to Customer that occur through no fault of BCA.
9. The Customer must exercise good faith in the use of the TAHAPAN BCA account. The Customer prohibited from using the TAHAPAN BCA account and/or funds deposited in the TAHAPAN BCA account to conduct transactions and/or hold funds resulting from transactions or business activities that are prohibited and/or contrary to applicable laws, including but not limited to transactions and/or engaging in money laundering, terrorism financing, financing of weapons of mass destruction proliferation, illegal investment schemes, fraud, gambling, narcotics, or other criminal offenses.
10. BCA reserves the right to block the Customer's account, reject any transaction involving the Customer's account, and/or terminate the business relationship with the Customer if:
 - 10.1 The Customer fails to comply with the prevailing law;
 - 10.2 The Customer fails to provide any information and supporting documents in accordance with the prevailing law;
 - 10.3 The Customer is known to have used and/or reasonably suspected of using false documents and/or providing incorrect data to BCA;
 - 10.4 The Customer provides questionable information; and/or
 - 10.5 The Customer's source of transaction funds is known to emanate from and/or reasonably suspected of emanating from a crime.
11. Based on certain considerations, BCA reserves the right to close the Customer's TAHAPAN BCA account.
12. If there is any discrepancy between the balance in the BCA TAHAPAN passbook and the balance on record with BCA, the balance on record with BCA will prevail, unless proven otherwise.
13. The TAHAPAN BCA will be automatically closed by the system if the balance in the account is IDR 0 (zero rupiah), and no debit and credit transactions were made in said account for 6 (six) consecutive months.
14. The Customer must pay all fees arising in connection with the opening and closure of the TAHAPAN BCA account, the issuance and/or use of the PASPOR BCA Card and/or TAHAPAN BCA Passbook, administrative fees, and transaction fees, penalty fees if the average balance of the TAHAPAN BCA account in the relevant month is less than the required minimum balance, and other fees (if any). The amount of such fees, including any adjustments thereto, will be notified to the Customer in any form and through any means in accordance with applicable laws. Such fees shall be directly debited by BCA from the relevant Customer's TAHAPAN BCA account.
15. The Customer authorizes BCA to provide the Customers data to any party other than BCA that has entered into a cooperation with BCA, for promotional activities or other commercial purposes.
16. The Customer authorizes BCA, either now or after the Customer 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.
17. The Customer hereby agrees that the party with whom the Customer opens TAHAPAN BCA account with the status of "Joint Account" "OR" may conduct financial and non-financial transaction on the TAHAPAN BCA account with the status of "Joint Account" "OR" through facilities provided by BCA. For such purpose, the Customer hereby gives approval to BCA to provide access to the TAHAPAN BCA account with the status of "Joint Account" "OR" to the party with whom the Customer opens TAHAPAN BCA account with the status of "Joint Account" "OR".
18. All actions taken by any one or more parties that open a TAHAPAN BCA account with the status of "Joint Account" are binding on all such parties jointly owning such TAHAPAN BCA account with the status of "Joint Account", and therefore each party is jointly and severally liable to BCA for all consequences arising therefrom.

19. As long as the Customer (including any one or more parties collectively opening the TAHAPAN BCA joint account) still has outstanding debts of any nature to BCA under any credit facility, L/C, bank guarantee or guarantee provided by the Customer (borgtocht), interest, facility fee (provisi), Cheque/Bilyet Giro book charges, stamp duty, draft, letter of acceptance or other commercial papers signed by the Customer as an acceptor, endorser, or drawer, guarantor or as a consequence of 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 Customer to debit the Customer's account and apply the proceeds to repay any amounts at any time owing to BCA. Any consequences arising from the debiting of the Tahapan BCA account under the power granted by the Customer shall be the sole responsibility of the Customer.
20. BCA has the right to rectify the balance of the Customer's account in the event of any mistake made by BCA in inputting the relevant data.
21. The Customer'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.
22. The Customer hereby authorizes BCA to provide the Customer's data to a paying bank in order to enable the paying bank to make payment to the designated recipient with regard to the Customer's remittance transaction.
23. Before opening a TAHAPAN BCA account, the Customer must first read and agree to the Terms and Conditions for TAHAPAN BCA. These terms and conditions for TAHAPAN BCA shall also apply to any subsequent opening of TAHAPAN BCA accounts by the Customer. BCA reserves the right to modify the terms and conditions related to the TAHAPAN BCA account, and any changes will be notified by BCA in any form and through any means in accordance with applicable law.
24. The Customer must ensure that their TAHAPAN BCA account remains active by performing activities in accordance with applicable laws, including checking the balance at least once every 360 (three hundred sixty) days and/or performing other actions in accordance with BCA's applicable provisions, which will be notified by BCA in any form and through any means in accordance with applicable laws. Activities on the TAHAPAN BCA account also take into account activities on each sub-account linked to the TAHAPAN BCA account.
25. In the event that the Customer does not perform activities on the TAHAPAN BCA account and all sub-accounts linked to the TAHAPAN BCA account as referred to in point 24 above, TAHAPAN BCA account will be classified as an inactive account or dormant account in accordance with applicable laws.
26. BCA reserves the right not to execute debit and/or credit transactions of funds from and to the TAHAPAN BCA account classified as inactive or dormant account in accordance with applicable laws.
27. The Customer may apply for reactivation of the TAHAPAN BCA account classified as inactive or dormant account as referred to in point 25 above through means determined by BCA, which will be notified by BCA in any form and through any means in accordance with applicable laws.
28. Upon submission of a request for reactivation of the TAHAPAN BCA account as referred to in point 27 above, BCA reserves the right to:
 - 28.1 Conduct customer due diligence on the Customer who apply for reactivation of the TAHAPAN BCA account classified as inactive or dormant in accordance with applicable laws;
 - 28.2 Reject applications for reactivation of the TAHAPAN BCA account if the Customer's TAHAPAN BCA account meets certain criteria in accordance with applicable laws.

B. Deposits & Withdrawals

1. Deposits in forms of Cheques, Bilyet Giro, drafts, and other instruments of similar nature will be credited to the TAHAPAN BCA account on the same day such instruments are received, but the credited amounts do not constitute good funds (dana efektif) that can be readily used or withdrawn by the Customer (floating). The status of good funds in the TAHAPAN BCA account is dependent on the clearing result from Bank Indonesia and time of the clearing process (same day, next day or two days) as applicable to each BCA branch office. For incoming remittance transactions, funds will be credited to the TAHAPAN BCA account once the amounts have been received by BCA in good funds.
2. In the event of any rejection of a Cheque, Bilyet Giro, Draft and other instruments of similar nature, BCA has the right to recover the credited amounts by debiting the Customer's TAHAPAN BCA account in the amount of the rejected Cheque, Bilyet Giro, Draft and other instruments of similar nature.

3. If any of the instruments described above is rejected by the issuing bank, the rejected instrument can be collected by the Customer within 30 (thirty) calendar days of the rejection date. If the Customer fails to collect the rejected instrument within such period, BCA is not responsible for any consequences arising from the Customer's failure to collect the rejected instrument.
4. If the Customer requests BCA to make a collection (inkaso) of an instrument from the relevant issuing bank, BCA has the right to appoint a correspondent bank to carry out the collection. Any failure or delay by such correspondent bank in conducting the collection with the issuing bank or transferring the proceeds to BCA as well as any loss arising from the collection process shall be the sole responsibility of the Customer.
5. BCA has the right to verify any transactions conducted by the Customer in accordance with the provisions applicable at BCA. BCA reserves the right to refuse to process any withdrawals or fund transfers if the Customer cannot be verified or does not meet the requirements in accordance with the provisions applicable at BCA.

II Terms for Paspor BCA Cardholder

1. Cardholder means a Customer that owns a PASPOR BCA Card.
2. PASPOR BCA Card means the card issued by BCA which can be used by the Cardholder to make Certain Transaction through a BCA Automated Teller Machine (ATM) and/or such other facility as determined by BCA.
3. GPN PASPOR BCA Card means PASPOR BCA Card which bears the national logo (Gerbang Pembayaran Nasional/National Payment Gateway)
4. Certain Transaction means transactions that can be carried out by Cardholder through BCA ATMs and/or other facility determined by BCA such as deposits, cash withdrawals, transfer, payments, and balance information inquiry as well as Contactless Transactions.
5. Contactless Transaction is transaction carried out using a PASPOR BCA Card with contactless feature by bringing the PASPOR BCA Card closer (without having to dip/swipe the PASPOR BCA Card) to an EDC machine or Terminal owned by BCA or other parties through the Maestro/Mastercard network with or without using a personal password number or Personal Identification Number (PIN).
6. PASPOR BCA Card shall be for the use by the Cardholder only and may not be transferred to any person in any manner. All consequences of any misuse of PASPOR BCA Card, including any misuse of PASPOR BCA Card to make Contactless Transaction, shall become full liability of the Cardholder.
7. Each time when using PASPOR BCA Card, the Cardholder is required to enter his/her Personal Identification Number (PIN) or to affix Cardholder's signature (particularly in case of Certain Transaction on the Electronic Data Capture (EDC) machine at a foreign merchant which only accepts transaction verification in the form of signature). The Cardholder shall keep confidential his/her PIN and/or any OTP (One Time Password) sent to his/her BCA e-channel or mobile phone number. OTP is required only for certain transactions, among other things, online debit transactions, when the merchant requires the Cardholder to enter the OTP. The Cardholder may not disclose his/her PIN and/or OTP number to any person. All consequences of any misuse of the PIN and/or OTP shall be the full liability of the Cardholder.
8. Notwithstanding the provisions as specified in point 7 above, the Cardholder shall be able to make Contactless Transaction using PASPOR BCA Card which has contactless feature without being required to enter personal password number or PIN up to the maximum limit determined by BCA, the principal of the PASPOR BCA Card, or the competent authority in each country where the Cardholder make such Contactless Transaction.
9. In conducting Contactless Transaction, the Cardholder must follow the applicable rules at BCA, the regulations issued by the principal of PASPOR BCA Card, and applicable regulations in each country where the Cardholder conducts Contactless Transactions, including provisions regarding transaction limits and the frequency of Contactless Transaction that can be conducted by the Cardholder.
10. Notwithstanding the provisions as specified in point point 9 above, for the convenience of the Cardholder, Contactless Transactions can still be carried out at certain merchant the list of which will be notified by BCA in any form and by any means in accordance with applicable laws, although the Cardholder has not set up Contactless Transaction.
11. The usage of PASPOR BCA Card in Contactless method as specified above shall have the same legal force as the written instruction signed by the Cardholder.
12. In the event that the PASPOR BCA Card is stolen or lost, the Cardholder must promptly notify BCA of the theft or loss. Such notification regarding the theft or loss of the PASPOR BCA Card, whether to a BCA branch office or through HALO BCA, will lead to the relevant PASPOR BCA Card being blocked by BCA. It will remain blocked until BCA receives a written request from the Cardholder to lift the block on the PASPOR BCA Card. As long as BCA has not received such notification of theft or loss, any Specified Transactions conducted using the stolen or lost PASPOR BCA Card will be the full responsibility of the Cardholder.
13. The statement and calculation from BCA in relation to Certain Transactions and/or the account balance as a result of the use of the PASPOR BCA Card shall be binding evidence unless proven otherwise.

14. The Cardholder shall hold BCA harmless against all claims, lawsuits, and/or other legal actions and from any losses incurred from any falsification of the PASPOR BCA Card.
15. The Cardholder shall be liable and must immediately repay to BCA if they have withdrawn money or performed other Certain Transaction using PASPOR BCA Card from any account which does not belong to them, either intentionally or inadvertently or for any reason whatsoever. For that purpose, the Cardholder authorizes BCA to debit Tahapan BCA/Giro or other accounts of the Cardholder with BCA at any time for the repayment of the withdrawn amount.
16. BCA shall be entitled to block, cancel, withdraw or renew any PASPOR BCA Card and/or account of the Cardholder at any time for certain reason.
17. BCA shall be entitled to terminate the use of a PASPOR BCA Card if the Cardholder does not comply with this Terms for PASPOR BCA Cardholder.
18. In the event that PASPOR BCA Card is not collected within a period of 3 (three) months since submission of the request, the PASPOR BCA Card will be destroyed by BCA and the Cardholder shall pay fees for the PASPOR BCA Card production which shall be debited directly from the Cardholder's account in such amount as determined by BCA. For this purpose, the Cardholder authorizes BCA to debit any account owned by the Cardholder.
19. The use of PASPOR BCA Card shall be subject to the rules and terms applicable at BCA and the terms which regulates all services or facilities and Certain Transactions covered by PASPOR BCA Card. BCA shall reserves the right to amend the rules and terms applicable at BCA and the terms which regulates all services or facilities and Certain Transactions covered by PASPOR BCA Card at any time as shall be notified by BCA in form and by means in accordance with applicable laws.
20. Any use of PIN on BCA ATMs, other ATMs under the network of a switching services provider, such as Prima and/or Cirrus, BCA Electronic Data Captures (EDC) machine, or other party's EDC machine under Maestro / Mastercard network, shall have the same legal force as a written instruction signed by the Cardholder.
21. The Cardholder hereby represents that all accounts, printouts, records, means of communication or other evidence in any form available at BCA in respect of any electronic banking transactions made by the Cardholder constitute conclusive evidence and binding upon the Cardholder, unless proven otherwise. Any data relating to electronic banking transactions performed by the Cardholder will be maintained by BCA pursuant to the applicable rules.
22. Further provisions regarding the procedures for the use, replacement, and closing of PASPOR BCA Card shall refer to the provisions listed in TAHAPAN BCA and PASPOR BCA Card Product Information, which the Customer can access through www.bca.co.id, which is an integral and inseparable part of these Terms and Conditions for TAHAPAN AND PASPOR BCA OF PT BANK CENTRAL ASIA Tbk ("BCA").

III Force Majeure

The Customer hereby releases BCA from any claims, demands, and/or other legal actions of any kind arising from events beyond BCA's control (*force majeure*) related to any delay and/or failure by BCA to fulfill its obligations, and/or any failures caused by events or circumstances beyond BCA's control or ability, including but not limited to natural disasters, fire, war, riots, sabotage, system disruptions, power outages, telecommunications disruptions, and government regulations.

The Customer hereby confirms that the Customer fully understood and agrees to the Terms and Conditions for TAHAPAN and PASPOR BCA of PT Bank Central Asia Tbk ("BCA") as described above and that BCA has provided sufficient explanations and asked for confirmation of Customer's understanding of the benefits, fees, and risks, as well as rights and obligations associated with the TAHAPAN BCA account and PASPOR BCA.

These Terms and Conditions for Tahapan and Paspor BCA of PT Bank Central Asia Tbk have been adjusted in compliance with the prevailing laws and regulations, including Regulations of the Financial Services Authority

IV Complaints Handling

1. Any complaints to BCA in connection with TAHAPAN BCA and PASPOR BCA may be lodged by Customer with any BCA branch office or with HALO BCA. For the purposes of handling such complaints, BCA has the right to ask Customer to submit a copy of Customer's identity and other supporting documents.
2. BCA will respond to complaints in accordance with applicable law. Further information regarding complaint handling by BCA can be found at bca.co.id/en/penangananpengaduan.

V Dispute Resolution

1. The Customer agrees that any dispute or difference of opinion arising from and/or in connection with the implementation of these Terms and Conditions for TAHAPAN and PASPOR BCA of PT BANK CENTRAL ASIA Tbk ("BCA") will be resolved in an amicable manner.
2. Any dispute or difference of opinion that cannot be amicably resolved between Customer 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.

VI Language

These Terms and Conditions for Tahapan and Paspor BCA of PT Bank Central Asia Tbk ("Terms") 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.