



The Customer hereby declares that:

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

## Terms and Conditions for Tabungan Prestasi ("Tapres") PT Bank Central Asia Tbk ("BCA")

### A General Terms and Condition

1. The Customer is an individual that has met the criteria to open a TAPRES BCA account (hereinafter referred to as the "Customer").
2. BCA will issue the PASPOR Tapres BCA Card, which can be used by the Customer to conduct certain transactions through BCA Automated Teller Machines (ATMs) and/or other channels as determined by BCA.
3. Contactless Transaction means a transaction conducted using the PASPOR Tapres BCA Card equipped with a contactless feature simply by placing the PASPOR Tapres BCA Card close to an Electronic Data Capture (EDC) machine or Terminal owned by BCA or other parties through the Maestro/Mastercard network (without the need to dip or swipe the PASPOR Tapres BCA Card), with or without the use of a personal identification number (PIN).
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 Customer hereby authorizes BCA to:
  - 4.1 Display the name and/or account number of the Customer on the BCA facilities used to conduct fund transfer transactions;
  - 4.2 Provide data on the name and/or account number of the 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 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 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, the 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 PASPOR Tapres BCA Card is issued only for the benefit of the Customer and must not be transferred to other persons in any way. All consequences arising from any misuse of the TAPRES, including the misuse of the PASPOR Tapres BCA Card to make Contactless Transaction, Card shall be the sole liability of the Customer.
7. Every time the Customer uses the PASPOR Tapres BCA Card, the Customer will be requested to enter a PIN or put a signature (only for certain Transactions on the EDC machine at overseas merchants that only conduct transaction verification in the form of signatures). The Customer must keep the confidentiality of the PIN and OTP (One Time Password) sent to the Customer's BCA e-channel or registered mobile number. The OTP is only required for certain transactions, including an online debit transaction for which the merchant requires the Customer to enter the OTP. The Customer must not disclose the Customer's PIN and/or OTP to any other persons. All consequences arising from any misuse of the PIN and/or OTP shall be the sole liability of the Customer.
8. Notwithstanding the provisions set out in item 7 above, the Customer may conduct a Contactless Transaction using the PASPOR Tapres BCA Card equipped with a contactless feature without entering a PIN, up to the maximum transaction limit determined by BCA, the principal of the PASPOR Tapres BCA Card, and/or the relevant authorities in the country where the Customer conducts the Contactless Transaction.
9. In conducting Contactless Transaction, the Customer must follow the applicable rules at BCA, the regulations issued by the principal of PASPOR Tapres BCA Card, and applicable regulations in each country where the Customer conducts Contactless Transactions, including provisions regarding transaction limits and the frequency of Contactless Transaction that can be conducted by the Customer.
10. Notwithstanding the provisions as specified in point 9 above, for the convenience of the Customer, 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 Customer has not set up Contactless Transaction.
11. The usage of PASPOR Tapres BCA Card in contactless method as specified above shall have the same legal force as the written instruction signed by the Customer.
12. The use of the PIN on BCA ATMs, other banks' ATMs among others through such networks as Prima and/or Cirrus, BCA EDC machine, or another party's EDC machine through the Maestro network has the same legal force as a written instruction signed by the Customer.
13. In the event that the PASPOR TAPRES BCA Card is lost or stolen, the Customer is required to notify BCA as soon as possible. Any notification of such loss or theft of the PASPOR TAPRES BCA Card, whether made at a BCA branch office or through HALO BCA, will result in the blocking of the relevant PASPOR TAPRES BCA Card by BCA. Such blocking shall remain in effect until BCA receives a written request from the Customer to unblock the PASPOR TAPRES BCA Card. Until BCA receives the notification of loss or theft, any Certain Transaction conducted using the lost or stolen PASPOR TAPRES BCA Card shall be entirely the responsibility of the Customer.
14. BCA will not process any Transaction involving the account whose PASPOR Tapres BCA Card has been reported lost by the Customer to BCA, however such account can still receive incoming funds. To resume making Transactions on the account linked to such PASPOR Tapres BCA Card, the Customer can apply for a replacement of the PASPOR Tapres BCA Card at the BCA branch office.
15. The Customer must not use the TAPRES BCA account and/or the funds deposited in the TAPRES BCA account to conduct transactions and/or receive or hold funds derived from transactions or business activities that are prohibited and/or contrary to applicable laws and regulations, including but not limited to money laundering, terrorism financing, financing of the proliferation of weapons of mass destruction, illegal investments, fraud, gambling, narcotics-related activities, or other criminal acts.
16. BCA reserves the right to block the Customer's account, delay/reject transactions on the Customer's account, and/or terminate the business relationship with the Customer, including, among other things, in the following circumstances:
  - 16.1 The Customer fails to comply with or violates applicable laws and regulations;
  - 16.2 The Customer fails to provide any information and supporting documents as required under applicable laws and regulations;
  - 16.3 The Customer is known and/or reasonably suspected to have used forged documents and/or provided inaccurate data to BCA;
  - 16.4 The Customer provides information of questionable accuracy; and/or
  - 16.5 The source of funds for the Customer's transactions is known and/or reasonably suspected to be derived from criminal activities.
17. BCA will provide an Account Activity Statement to the Customer in the form and by the means that will be notified by BCA to the Customer in accordance with applicable provisions.

18. The Account Activity Statement in the name of the Customer issued by BCA based on its books and records shall be valid evidence of the account transaction history, time and total amount of money in the Current account unless sufficiently proven otherwise.
19. If the Customer does not submit an objection within 14 (fourteen) Business Days after BCA provides or sends the Account Activity Statement, the Customer is deemed to have agreed to all data contained in the Account Activity Statement.
20. If there is a discrepancy between the balance in the TAPRES BCA account and the balance on record with BCA, the balance or records held by or recorded at BCA will prevail, unless proven otherwise.
21. The Customer must pay all fees arising in connection with the opening and closure of the TAPRES BCA account, the issuance and/or use of the PASPOR TAPRES BCA Card, administrative fees, and transaction fees, penalty fees if the average balance of the TAPRES 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 TAPRES BCA account.
22. TAPRES BCA account will be automatically closed by the system if the balance in the account is Rp0,- (zero Rupiah), and no debit and credit transactions were made in said account for 6 (six) consecutive months.
23. The Customer must notify BCA in writing of any changes to the Customer's data.
24. The Customer authorizes BCA to provide Customer's data to any party other than BCA that has entered into a cooperation with BCA, for promotional activities or other commercial purposes.
25. The Customer authorizes BCA, either now or after 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
26. As long as the Customer still has outstanding debts 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 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 Customer to debit the Customer's TAPRES BCA account and apply the proceeds to repay any amounts at any time owing to BCA. Any consequences arising from the debiting of the TAPRES BCA account under the power granted by the Customer shall be the sole responsibility of the Customer.
27. 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.
28. The Customer holds BCA harmless against all claims, lawsuits, and/or other legal proceedings and for any losses arising from the forgery of a PASPOR Tapres BCA Card that is not caused by BCA's fault.
29. The Customer 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 Customer constitute valid and conclusive evidence binding on the Customer, unless proven otherwise. The data connected with the electronic banking transactions conducted by the Customer will be stored by BCA in accordance with the prevailing law.
30. 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.
31. 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.
32. By opening the TAPRES BCA account, the Customer is bound by and agrees to the terms and conditions applicable at BCA, including the provisions and rules governing all the services/facilities and Transactions covered by the PASPOR Tapres BCA Card. These Terms and Conditions for Tabungan Prestasi ("TAPRES") Account shall also be applicable for any subsequent TAPRES BCA accounts opened by the Customer. BCA may at any time amend any provisions and rules governing all the services/facilities and Transactions covered by the PASPOR Tapres BCA Card, and such amendment will be notified by BCA in any form and by any means in accordance with the prevailing law.
33. The Customer must ensure that their TAPRES 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 TAPRES BCA account also take into account activities on each sub-account linked to the TAPRES BCA account.
34. In the event that the Customer does not perform activities on the TAPRES BCA account and all sub-accounts linked to the TAPRES BCA account as referred to in point 33 above, TAPRES BCA account will be classified as an inactive account or dormant account in accordance with applicable laws.
35. BCA reserves the right not to execute debit and/or credit transactions of funds from and to the TAPRES BCA account classified as inactive or dormant account in accordance with applicable laws.
36. The Customer may apply for reactivation of the TAPRES BCA account classified as inactive or dormant account as referred to in point 34 above through means determined by BCA, which will be notified by BCA in any form and through any means in accordance with applicable laws.
37. Upon submission of a request for reactivation of the TAPRES BCA account as referred to in point 36 above, BCA reserves the right to:
  - 37.1 Conduct customer due diligence on the Customer who apply for reactivation of the TAPRES BCA account classified as inactive or dormant in accordance with applicable laws;
  - 37.2 Reject applications for reactivation of the TAPRES BCA account if the Customer's TAPRES BCA account meets certain criteria in accordance with applicable laws.

## **B** Deposits and Withdrawals

1. Deposits in forms of Cheques, Bilyet Giro, drafts, and other instruments of similar nature will be credited to the TAPRES 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 TAPRES 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 TAPRES 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 TAPRES 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 (inkaso). Any failure or delay by such correspondent bank in conducting the collection (inkaso) 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 reserves the right to verify transactions conducted by the Customer in accordance with the provisions applicable at BCA. BCA reserves the right to refuse to process any transaction if the Customer cannot be verified or fails to meet the requirements in accordance with the provisions applicable at BCA.
6. If the signature on the Withdrawal Slip is different from the signature on the PASPOR Tapres BCA Card and/or other supporting documents as may be required by BCA, BCA may refuse to process the Transaction or otherwise request the original identity card of the Customer. If the Customer is unable to produce the Customer's identity card to BCA, BCA reserves the right to hold the PASPOR Tapres BCA Card for further examination until BCA is assured that the withdrawal is duly made by the authorized or correct Customer or refuse to process the Customer's Transaction until the Customer can produce the Customer's original identity card to BCA.

7. Further provisions regarding the procedures for the use, replacement, and closing of PASPOR TAPRES Card shall refer to the provisions listed in TAPRES Product Information, which the Customer can access through [www.bca.co.id](http://www.bca.co.id), which is an integral and inseparable part of these Terms and Conditions.

### **C** 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.

### **D** Complaints Handling

1. Any complaints to BCA in connection with TAPRES BCA may be lodged by the Customer with any BCA branch office or with HALO BCA. For the purposes of handling such complaints, BCA has the right to ask the Customer to submit a copy of the 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](http://bca.co.id/en/penangananpengaduan).

The Customer hereby confirms that the Customer fully understood and agrees to the Terms and Conditions for Tabungan Prestasi ("TAPRES") Account of PT BANK CENTRAL ASIA Tbk ("BCA") as described above and that BCA has provided sufficient explanation and asked for confirmation of the Customer's understanding of the benefits, fees, and risks, as well as rights and obligations associated with the TAPRES BCA account.

**IMPORTANT: THE CUSTOMER IS PROHIBITED FROM STORING OR LEAVING THE CUSTOMER'S PASPOR TAPRES BCA CARD WITH BCA**

These Terms and Conditions for Tabungan Prestasi ("Tapres") of PT Bank Central Asia Tbk have been adjusted in compliance with the prevailing laws and regulations, including Regulations of the Financial Services Authority

### **E** Dispute Resolution

1. The Customer agrees that any dispute or difference of opinion arising from and/or in connection with the implementation of the Terms and Conditions for Tabungan Prestasi ("TAPRES") of PT BANK CENTRAL ASIA Tbk ("BCA") will be resolved in an amicable manner to reach consensus.
2. If the resolution of dispute or difference of opinion has been carried out amicably between the Customer and BCA yet fail to reach consensus, then such dispute or difference of opinion will be resolved through banking mediation facilities at Bank Indonesia or the Financial Services Authority (OJK) 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 (OJK).
3. Any dispute or difference of opinion that cannot be resolved in an amicable manner, by means of banking mediation, and/or by means of 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.

### **F** Language

These Terms and Conditions for Tabungan Prestasi ("TAPRES") Account of PT BANK CENTRAL ASIA Tbk ("BCA") 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.