Terms and Conditions for Pegadaian Gold Savings at PT BANK CENTRAL ASIA Tbk ("BCA")

A Definitions

1. **BCA** means PT Bank Central Asia Tbk, a limited liability company engaged in the banking sector.
2. **Customer** means an individual who possesses valid identification in accordance with applicable law and has an existing BCA deposit product.
3. **myBCA** means a platform that allows the Customer to conduct banking transactions on their accounts at BCA and access information regarding products and/or services owned by BCA as well as other parties cooperating with BCA, via a web browser and/or mobile application, which can be downloaded from official application/software distribution channels designated by BCA, compatible with the mobile operating system on the Customer's device.
4. **Pegadaian** means PT Pegadaian, a limited liability company offering the Gold Savings service and holding a pawnbroking business license from the Financial Services Authority (OJK).
5. **Pegadaian Gold Savings** (Tabungan Emas Pegadaian) means a service owned by Pegadaian that enables the Customer to invest in gold electronically/digitally at Pegadaian via myBCA.
6. **Transaction** means a financial transaction of Pegadaian Gold Savings, namely any Gold Purchase and Gold Sale transactions on the Pegadaian Gold Savings account in accordance with the provisions applicable at Pegadaian based on these Terms and Conditions for Pegadaian Gold Savings and other provisions which will be notified to the Customer in any form and through any means as permitted under applicable law.
7. **Gold Balance** means the value and quantity of gold held in the Customer's Pegadaian Gold Savings account, deposited with Pegadaian and recorded in the Customer's Pegadaian Gold Savings Account.
8. **Pegadaian Gold Savings Account** means an account that records ownership of the Gold Balance based on the gold sale, purchase, and custody agreement between the Pegadaian and the Customer as described in the Terms and Conditions for Pegadaian Gold Savings at BCA.
9. **Gold Custody Fee** means a fee charged by Pegadaian for the custody of the Gold Balance at the Pegadaian.
10. **Gold Purchase** means a gold purchase transaction made by the Customer on Pegadaian Gold Savings.
11. **Gold Sale** means a gold sale transaction made by the Customer on Pegadaian Gold Savings.
12. **Gold Purchase Price** means the price for Gold Purchase per 0.01 gram as specified on Pegadaian Gold Savings, which serves as the benchmark price for gold purchases made by the Customer in accordance with the gold pricing determined by Pegadaian.
13. **Gold Sale Price** means the price for Gold Sale per 0.01 gram as specified on Pegadaian Gold Savings, which serves as the benchmark price for gold sales made by the Customer in accordance with the gold pricing determined by Pegadaian.

B General Terms

1. Pegadaian Gold Savings is a product and service owned by Pegadaian and **is not** a product and service owned by BCA. BCA is not responsible for the Pegadaian Gold Savings product and service, including but not limited to the recording of Customer's Gold Balance which constitutes the sole responsibility of Pegadaian.
2. BCA's role in respect of Pegadaian Gold Savings is to provide the facilities to facilitate transactions between the Customer and Pegadaian through myBCA.
3. Neither BCA nor Pegadaian provides any guarantee of profit from Transactions made by the Customer.
4. The Gold Balance **is not** within the scope of the deposit insurance program administered by the Indonesia Deposit Insurance Corporation (LPS).
5. Each Customer can only have 1 (one) Pegadaian Gold Savings Account at the same time.
6. Any Transaction data connected with Pegadaian Gold Savings recorded or issued by BCA through electronic means and/or other communication channels shall constitute valid evidence, binding on both Pegadaian and the Customer.
7. Pegadaian Gold Savings Account Opening and Gold Savings Transactions made by the Customer binding on both the Customer and Pegadaian.
8. All actions, consequences, and risks arising in connection with Pegadaian Gold Savings Account Opening and Gold Savings Transactions shall be the sole responsibility of the Customer, and the Customer hereby holds BCA harmless against all demands, lawsuits, and/or other legal actions of any kind from any party, including from the Customer in connection therewith.

C Gold Product

1. The gold traded through Pegadaian Gold Savings is fine gold with a purity of 99% (ninety-nine percent).
2. The Gold Purchase Price and Gold Sale Price on Pegadaian Gold Savings shall be updated from time to time in accordance with the gold pricing set by Pegadaian.

D Transaction Terms

1. To be able to have a Pegadaian Gold Savings Account, the Customer must first:
   a. ensure that the Customer's data recorded at BCA is complete;
   b. open a Pegadaian Gold Savings Account and conduct an initial Gold Purchase transaction.
2. The account that can be used as the source of funds for Gold Purchase transactions and the destination account for Gold Sale transaction must meet the following provisions:
   a. the account type is Tahapan/Tahapan Gold, Tahapan Xpresi or Tapres or any other account type determined by BCA in the future which will be notified by BCA to the Customer in any form and through any means as permitted under applicable law;
   b. the account is not a joint account, a guardian account, and/or a trust account; and
   c. the account is not in a blocked status (cannot be used for debit and credit transactions).
3. The Customer may conduct Transactions through the mobile and web versions of myBCA or through other channels designated later by BCA.
4. For each Gold Purchase transaction, the Customer authorizes BCA to debit the account used by the Customer to pay for the Gold Purchase transaction.
5. Pegadaian will only process a Gold Purchase transaction made by the Customer after the Customer's source of funds account has been successfully debited by BCA.
6. The Pegadaian Gold Savings Transaction Limits shall be subject to the daily transaction limits determined by Pegadaian which will be notified to the Customer in any form and through any means as permitted under applicable law.
7. In the event of a refund for a rejected/failed Gold Purchase transaction, BCA may credit the Gold Purchase transaction funds to the account used by the Customer to pay for the Gold Purchase transaction.
8. The Customer may only conduct a Gold Sale transaction up to the remaining Gold Balance (excluding any minimum reserved balance) recorded in the Pegadaian Gold Savings Account.
9. If the Customer fails to meet the minimum reserved Gold Balance requirement, as stipulated in section E, the Customer will not be able to conduct Gold Sale transactions.
10. For each Gold Sale transaction, the Customer shall be charged an administration fee by BCA. The Customer hereby grants consent and authority to BCA to debit the account used by the Customer to pay for the Gold Sale transaction.
11. The proceeds from the Gold Sale transaction will be credited to the Customer's account after the reconciliation and settlement process between BCA and Pegadaian has been completed.
12. BCA or Pegadaian reserves the right to reject a Transaction made by Customer if, among other things, the Customer:
   a. failure to comply with the prevailing laws;
   b. failure to provide supporting information or documents as required by law;
   c. use or alleged use of false documents or provision of incorrect data;
   d. information of questionable accuracy;
   e. use of funds known or reasonably suspected to originate from criminal; or
   f. acts in violation of the law.

The Customer hereby releases BCA and Pegadaian (including each of their respective subsidiaries, affiliates, shareholders, directors, commissioners, officers, and employees) from any claims, demands, lawsuits, and/or other legal actions of any kind from any party including from the Customer in connection with the rejection of such Transaction.

13. The Customer guarantees that the source of funds used by the Customer to conduct Gold Purchase transactions is not derived from and/or intended for money laundering, terrorism financing, or any other activities in violation of applicable laws.
14. The Customer may not cancel or modify a Pegadaian Gold Savings Transaction that has been notified as successful.
15. Pegadaian Gold Savings transactions shall be conducted in accordance with the service hours of Pegadaian.

E Gold Custody Fee And Minimum Reserved Gold Balance

1. The Customer agrees to entrust the gold purchased from Pegadaian through a Gold Purchase transaction into custody in the form of Gold Balance, without receiving any return from BCA and/or Pegadaian.
2. Pegadaian shall charge the Customer a Gold Custody Fee for the ownership of the Gold Balance, which must be paid annually by the Customer. The Gold Custody Fee will be deducted by Pegadaian from the Gold Balance recorded in the Customer's Pegadaian Gold Savings Account. The fee accrues from the date the Customer opens the Gold Savings Account and conducts the first Gold Purchase transaction until the Customer conducts a Gold Sale transaction of the entire Gold Balance in the account and closes the Pegadaian Gold Savings Account, in accordance with the provisions applicable at Pegadaian.
3. For the first year from the date of opening of the Pegadaian Gold Savings Account, the Customer shall be exempt from the Gold Custody Fee.
4. The deduction of the Gold Custody Fee from the Customer's Gold Balance shall be calculated based on the gram weight of the Customer's Gold Balance multiplied by the actual (real-time) Gold Sale Price.
5. Pegadaian will retain a certain portion of the Customer's Gold Balance in the Pegadaian Gold Savings Account as a Minimum Reserved Gold Balance, in accordance with the provisions applicable at Pegadaian.
6. If, at the time of the Gold Custody Fee deduction, the Customer's Gold Balance (including Minimum Reserved Gold Balance) is insufficient to cover the Gold Custody Fee, Pegadaian reserves the right to close the Customer's Pegadaian Gold Savings Account, and the Gold Custody Fee will be taken from the remaining Gold Balance available.
7. The Customer may conduct liquidation of Customer's Gold Balance at the time Customer closes the Pegadaian Gold Savings Account.

F Account Records

1. Pegadaian shall generate and provide records of every transaction conducted in the Pegadaian Gold Savings Account, which will be displayed on myBCA. Pegadaian shall be responsible for the truth, accuracy, or completeness of all information and data on the Customer's Pegadaian Gold Savings Account as displayed on myBCA.
2. In the event of any discrepancy between the Gold Balance shown on myBCA and the Gold Balance recorded in Pegadaian's records, the records maintained by Pegadaian shall prevail, unless proven otherwise.

G Account Closure And Blocking

1. The Customer may request Pegadaian to temporarily block Pegadaian Gold Savings Account by submitting a written notice in accordance with the provisions applicable at Pegadaian which will be notified to the Customer by Pegadaian in any form and through any means as permitted under applicable law.
2. Closure of a Pegadaian Gold Savings Account may only be carried out by the Customer at a Pegadaian outlet selected by the Customer during the Pegadaian Gold Savings Account opening process in accordance with the provisions applicable at Pegadaian.
3. In the event of the Customer's death, closure of the Pegadaian Gold Savings Account may only be carried out by the Customer's heirs at a Pegadaian outlet in accordance with the provisions applicable at Pegadaian.
4. In connection with the closure of the Pegadaian Gold Savings Account and the transfer of the deceased Customer's Gold Balance to the Customer's heirs, BCA and Pegadaian are fully released from any claims, demands, lawsuits, and/or other legal actions of any kind from any party.
5. If the Customer no longer has a qualifying BCA account as referred to in Point D.2 so that there is no destination account exists for the crediting of Gold Sale proceeds, the Customer may conduct a Gold Sale transaction and closure of the Pegadaian Gold Savings Account directly at a Pegadaian outlet.
6. Pegadaian reserves the right, at its sole discretion, to block and/or close a Pegadaian Gold Savings Account in the event of:
   a. there are indications or reasonable suspicions of a dispute and/or criminal act involving all or part of the gold held in the Pegadaian Gold Savings Account and/or of a dispute or criminal act related directly or indirectly to the Customer or any party, until evidence of settlement of such dispute or criminal act is provided;
   b. there is an order from a competent authority to block and/or close a Pegadaian Gold Savings Account under applicable law;
   c. the Pegadaian Gold Savings Account is misused, including but not limited to being used to receive and/or provide funding for criminal acts or other unlawful activities, or activities that may cause harm to the public, other parties, BCA, or Pegadaian;
   d. the Pegadaian Gold Savings Account is used by the Customer in a manner inconsistent with the purpose of opening the Pegadaian Gold Savings Account, namely for investment.

H Customer Obligations

The Customer is required to notify BCA and/or Pegadaian in writing, accompanied by valid supporting documents, of any changes to the Customer's data. Such changes shall take effect only after BCA and/or Pegadaian have received the notification to their satisfaction. Any loss arising from the Customer's failure to notify BCA and/or Pegadaian of such changes shall be entirely the responsibility of the Customer.

I Policies And Terms Applicable At BCA And Pegadaian

BCA reserves the right to amend, supplement, or update these Terms and Conditions for Pegadaian Gold Savings at BCA at any time, which will be notified to the Customer in any form and through any means as permitted under applicable law.

J Disclaimer Of Liability

1. The Customer hereby releases BCA and Pegadaian from any and all claims, demands, legal proceedings of any kind, compensation of any amount, and/or claims from any party in connection with:
   a. any reduction in the value of gold caused by fees, deductions, or taxes imposed under applicable regulations, or from a decline in the price of gold, as well as any losses arising as a result of such decline in Gold prices;
   b. the Pegadaian Gold Savings Account closure and blocking in accordance with these Terms and Conditions for Pegadaian Gold Savings at BCA;
   c. any inaccuracies in the Customer's identification data and/or in any documents required by Pegadaian, or the fact that the physical documents are later found to be inauthentic;
   d. any event beyond the control of BCA and Pegadaian (force majeure events), including but not limited to natural disasters, war, riots, equipment/system/transmission breakdown, power failures, telecommunication disruptions, government policies prohibiting BCA or Pegadaian from providing the Pegadaian Gold Savings, or other events or causes beyond the control and capability of BCA or Pegadaian;
   e. any losses suffered by the Customer as a result of the Customer's own errors or negligence and not caused by the fault of BCA and/or Pegadaian;
   f. any criminal acts committed by the Customer relating to money laundering, terrorism financing, and/or any other offenses under prevailing laws, provided that such acts have been proven and formally determined by the police and/or the courts.
2. Any failed Transactions conducted by the Customer or any default by Pegadaian or any party appointed by or cooperating with Pegadaian shall be resolved between the Customer and Pegadaian without involving BCA.

K Customer Data

1. The Customer hereby provides consent to BCA to disclose the Customer's personal data/information registered/recorded in BCA to Pegadaian for the purpose of opening a Pegadaian Gold Savings Account.

2. The Customer acknowledges and understands that, in the administration and operation of the Pegadaian Gold Savings, BCA and Pegadaian need to process the Customer's personal data/information. BCA and Pegadaian may jointly or independently process personal data for the administration of Transactions and the Pegadaian Gold Savings service. For further information on how personal data is processed, please refer to the Privacy Notice at:
   a. BCA: *https://www.bca.co.id/id/informasi/Kebijakan*
   b. Pegadaian: *https://www.pegadaian.co.id/kebijakan-privasi*
3. By using the Pegadaian Gold Savings service via myBCA, the Customer acknowledges that the Customer's Gold Balance and Gold Transactions will be displayed on myBCA.
4. Any data or information provided by the Customer to BCA or Pegadaian shall be binding on the Customer, BCA, and Pegadaian. If required, BCA or Pegadaian may request additional data or information from the Customer at any time.
5. The Customer agrees that BCA or Pegadaian are able to provide data or information, including copies of the Customer's documents, to authorities deemed competent under applicable laws.
6. The use of Customer data in connection with Pegadaian Gold Savings shall be subject to BCA's policies on personal data protection and the prevailing laws and regulations.

L Customer Statement

The Customer hereby declares as follows:
a. the Customer agrees to be bound by these Terms and Conditions for Pegadaian Gold Savings at BCA;
b. the Customer agrees to share their data with BCA and Pegadaian for the purpose of opening the Pegadaian Gold Savings Account and conducting Pegadaian Gold Savings transactions;
c. the Customer warrants that all information provided by the Customer is true;
d. copies of the documents required by BCA or Pegadaian have been submitted correctly and completely;
e. the Customer will promptly update their data with BCA and Pegadaian whenever there is any change to the Customer's data;
f. **the Customer agrees to grant authority to BCA to debit and credit funds from and to the Customer's account in the event of any refund or correction of the transaction amount arising from Gold Purchase or Gold Sale transactions on Pegadaian Gold Savings;**
g. the authority granted to BCA or Pegadaian under these Terms and Conditions for Pegadaian Gold Savings at BCA shall not terminate and/or shall be irrevocable for any reason whatsoever, including the reasons referred to in Articles 1813, 1814, and 1816 of the Indonesian Civil Code, as long as the Customer still has outstanding obligations to BCA or Pegadaian in relation to Pegadaian Gold Savings Transactions conducted through any channel or service;
h. the funds used by the Customer do not originate from and are not intended for money laundering and/or the financing of terrorism activities;
i. the Customer has reviewed all available types of Gold Savings transactions in myBCA. Accordingly, BCA and Pegadaian shall not be responsible for any errors made by the Customer in selecting a Pegadaian Gold Savings transaction.

M Complaint Handling

1. Any complaints to BCA about Pegadaian Gold Savings may be submitted by the Customer via HALO BCA, and complaints to Pegadaian may be submitted via the Pegadaian call center at 1500 569. For the purpose of handling such complaints, BCA is entitled to request the Customer to provide a copy of their identification and other supporting documents.
2. BCA shall respond to such complaints in accordance with prevailing laws and regulations. Further information regarding complaint handling by BCA is available at bca.co.id/id/penanganganpengaduan.

N Governing Law & Dispute Resolution

1. These Terms and Conditions for Pegadaian Gold Savings at BCA are governed by the laws of the Republic of Indonesia.
2. Any dispute or difference of opinion arising out of or in connection with the Pegadaian Gold Savings Account opening process and Transaction shall first be settled amicably through deliberations by the Customer with Pegadaian and/or BCA.
3. Any dispute or difference of opinion that cannot be amicably resolved by the Customer with Pegadaian and/or BCA shall be resolved by means of banking mediation at Bank Indonesia or the Financial Services Authority or by means of mediation through an Alternative Dispute Resolution Institution set out in the List of Alternative Dispute Resolution Institutions established by the Financial Services Authority (OJK).
4. Any dispute or difference of opinion that cannot be resolved in an amicable manner, by banking mediation, and/or by means of mediation as described in Point N.3 above shall be resolved through the District Court of Central Jakarta, without prejudice to Pegadaian and/or BCA's right to file a suit or claim at any other District Court within the territory of the Republic of Indonesia.

O Language

These Terms and Conditions for Pegadaian Gold Savings at BCA have been made and signed in 3 (three) language versions, namely Indonesian, English, and Mandarin. In the event of any difference in interpretation between the Indonesian, English, and Mandarin version, the Indonesian version shall prevail.

The Customer hereby declares that the Customer has fully understood and agrees to the Terms and Conditions for Pegadaian Gold Savings at PT BANK CENTRAL ASIA Tbk ("BCA") as described above, and that BCA has provided explanations and obtained the Customer's confirmation of the benefits, fees, risks, and the Customer's rights and obligations relating to Pegadaian Gold Savings.

These Terms and Conditions for Pegadaian Gold Savings at PT BANK CENTRAL ASIA Tbk ("BCA") have been aligned with the laws and regulations in force, including regulations of the Financial Services Authority (OJK)