

# Terms and Conditions

## Section I DEFINITIONS AND INTERPRETATION

1. **Definitions.** In these Terms and Conditions and unless the context require otherwise, the following expressions shall have the following meanings:

**"Account(s)"** means any account in Rupiah or in a foreign currency opened and maintained by the Customer with the Bank.

**"Account Opening Form"** means the account opening form completed and executed by the Customer for the purpose of opening the Account(s).

**"Account Statement(s)"** means a statement(s) relating to the activities of the Account(s) and/or such other information as may be determined by the Bank from time to time.

**"Bank"** means The Hongkong and Shanghai Banking Corporation Limited (HSBC), Jakarta Branch including any other sub-branches located in Indonesia.

**"Business Day"** means any day, other than a Saturday or a Sunday or a public holiday, on which banks are open for business (including dealings in foreign exchange and foreign currency deposit(s)) in Indonesia

**"Card"** means any card issued by the Bank from time to time in relation with the Account(s) opened by the Customer which may be used to effect banking transactions by electronic means whether at automated teller machines or such other mediums as shall be made available by or acceptable to the Bank.

**"Customer"** means personal customer who opens and maintains the Account(s) with the Bank.

**"Errors"** has the meaning set out in Section II Clause 11.2.

**"In-House Transfer"** means the transfer of funds amongst the Account(s) maintained with the Bank.

**"Liabilities"** has the meaning as set out in Section II Clause 8.1.

**"Personal Internet Banking"** means the HSBC group's personal internet banking services available through internet access.

**"Rupiah" or "Rp"** means Indonesian Rupiah, the lawful currency of the Republic of Indonesia.

**"Standing Instruction(s)"** means a written instruction which is granted once by the Customer to the Bank to conduct the action set out in Section IV Clause 6, of which instruction shall be effective as from the

granting of such instruction until it is revoked by the Customer in writing or it will automatically invalid after certain period as determined by the Customer.

**"Terms and Conditions"** means this document stating the terms and conditions for the Account(s) and for the products and services in connection with the Account(s) which will be made available to the Customer, including any of its amendment, variations or supplements from time to time.

**"Total Relationship Balances"** means total balances in customers' deposits, overdraft, investment, and Insurance account held with the Bank.

**2. Interpretation.** In these Terms and Conditions, unless the context otherwise requires:

- (a) titles or headings are for convenience only and must be ignored in interpreting the contents, purposes and objectives of the provisions of these Terms and Conditions;
- (b) words importing the singular include the plural and vice versa.

## **Section II GENERAL CONDITION**

### **1. DEPOSITS AND INCOMING FUND TRANSFER**

- 1.1 All deposits may only be made by full completion of the Bank's deposit forms or by signing transaction confirmation or through Automated Teller Machine (ATM) where this service is provided by the Bank. If the amount indicated on the deposit receipt forms or inputted in ATM differs from that of the Bank's later cash count, the Bank's count shall be final and conclusive.
- 1.2 Cash deposits on any Business Day to any Account(s) will be subjected to daily minimum and daily maximum amount set by the Bank from time to time for such transaction unless otherwise agreed by the Bank.
- 1.3 All deposits or incoming fund transfer funded by cash or cheque (collected or purchased) or bilyet giro or payment order or other similar instruments may be accepted at the sole discretion of the Bank and subject to the clearance of funds (the collection of the proceed). The Customer may not utilize the amount credited to the Account(s) until confirmation on cleared funds has been received by the Bank.
- 1.4 The Bank shall have full recourse to all funds credited into the Account(s) of the Customer. If for any reason (including but not limited, counterfeit, alterations, forgeries or endorsement irregularities or the introduction, imposition or variation of the laws of any relevant jurisdiction) the cleared funds is not received by the Bank under any cheque, bilyet giro, payment order or other similar instrument or means, the amount originally credited into the Customer's Account(s) may be reversed and the Customer shall indemnify the Bank in respect of costs, losses and liabilities incurred by the Bank as a result thereof.
- 1.5 In particular of cheque(s) issued by other jurisdiction and considering that certain foreign law may provide for specified periods for the filling of actions alleging forgery, the Bank's right of repayment shall accordingly subsist for those relevant periods and the Customer shall not object to the exercise of the

Bank's rights under this Clause for whatever reasons, including those due to lapse of time, estoppels or otherwise.

1.6 The Bank will credit the amount of cheques, bilyet giros, payment order and/or other similar instruments under the following rules :

- (a) deposits established with the proceeds of cheque, bilyet giro, payment order and/or other similar instruments will only be available after clearance of funds;
- (b) all cheques, bilyet giros, payment order and/or other similar instruments which are deposited are received by the Bank as agent for collection. Any risk arising from such deposits remains with the Customer and the Bank may either:
  - (i) route any cheque, bilyet giro, payment order and/or other similar instruments for collection to the drawee or other payee for payment in cash, bank draft or otherwise; or
  - (ii) refrain from presenting, demanding, collecting or giving notice of non-payment or dishonor with respect to any such cheque, bilyet giro, payment order and/or other similar instruments on any Saturday, Sunday or other holiday; or
  - (iii) undertake such other means as be deemed appropriate by the Bank from time to time.
- (c) the Bank may refuse to accept for collection cheque, bilyet giro, payment order and/or other similar instruments drawn to the order of third parties. Prior arrangements stipulated by the Bank must be made between the Bank and the Customer for the confirmation of prior endorsements;
- (d) the Bank will not accept post-dated cheque, bilyet giro or other similar instruments for deposit;
- (e) the Bank may refuse to accept instruments payable to "cash" if the said instrument is not payable to "bearer";
- (f) the Bank may refuse to accept instruments in any circumstance where the Bank has reasonable grounds to believe that the said instrument has been prepared contrary to law or that for legal reasons or for reasons of common banking practice in Indonesia, it cannot be collected in full;
- (g) the Customer shall endorse all instruments to enable the Bank to collect payment on such instruments. If the Customer fails to endorse an instrument, the Customer hereby appoints the Bank as its agent for the purposes of collecting payment on the instrument.

1.7 The Customer shall indemnify the Bank against any cost, loss or liability incurred by the Bank:

- (a) as a result of presentation of any cheque, bilyet giro, payment order or other similar instrument lodged with the Bank by the Customer for collection being forged or unauthorized in any respect (including as the result of the Bank being held responsible for any endorsement of a cheque, bilyet giro, payment order or other similar instrument), which is not due to the Bank's gross negligence or willful misconduct; and

- (b) from any defect or irregularity in any instrument lodged with the Bank for collection.
- 1.8 An inward remittance (whether in Rupiah or in any other currencies) to the Account(s) may not be credited to the Account(s) on the same day if the related payment advice and/or cover is not received by the Bank before the relevant cut-off times set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the Account(s).
- 1.9 The Bank is under no obligation to notify the Customer in case of any failure of funds transferred to the Customer's Account(s) due to any error in providing the beneficiary details by the remitting party or its authorized person.
- 1.10 Upon the non-availability of the relevant currency of the Account(s), the Bank, may at its sole discretion, convert the incoming fund transfers into any currency available in the Customer's Account(s) by using (i) the Bank's prevailing buying or selling rate or (ii) the original buying or selling rate.
- 1.11 For transfer instructions, whereby the customer requests the Bank to credit an account in a different currency, the Bank will convert the incoming fund(s) by using the Bank's prevailing buying or selling rate.
- 1.12 Encashment of the draft or payment of the transferred funds is subject to any rules and regulations of the country where the draft is to be encashed or payment is to be made. In view of the prevalence of exchange restrictions throughout the world, the liability of the Bank with respect to the encashment of the draft or payment of the transferred funds shall not exceed in any case the extent to which payment may be allowed in the currency in which the draft is drawn or transferred funds are to be under any government or other restrictions existing in the place of payment at the time payment instructions are received. Neither the Bank nor its correspondents or agents shall be liable for any delay or loss caused by any act or order of any government or governmental agency or as result or in consequence of any other cause whatsoever.

## **2. WITHDRAWAL AND OUTGOING FUND TRANSFERS**

- 2.1 Drawings will not be made against uncleared funds.
- 2.2 At the Bank's sole discretion, the Customer may withdraw any amount from the Account(s) by any one or more of the following methods, namely:
  - (a) by cash payment in the currency of the Account(s); or
  - (b) by cash payment in Rupiah, converted (if necessary) from the relevant foreign currency equivalent at the Bank's then prevailing buying rate; or
  - (c) although the Account(s) may be opened in a currency other than Rupiah, the Bank is under no obligation to pay cash in the currency of the Account(s), but the Bank will pay by bank draft or telegraphic transfer expressed in the currency of the Account(s), levying charge for doing so or will pay any instrument drawn in Rupiah on the Account(s) at the Bank's prevailing rate of exchange at the time of the presentation.

- 2.3 Cash withdrawals on any Business Day from any Account(s) will be subjected to daily minimum and daily maximum amount set by the Bank from time to time for such transaction unless otherwise agreed by the Bank.
- 2.4 The Bank is under no obligation to notify the Customer in case of any failure of funds transferred from the Customer's Account(s) due to any error in providing the beneficiary details by the Customer or its authorized person.
- 2.5 (a) Cheques and bilyet giro should be drawn in Rupiah.
- (b) For foreign currency, the Customer should make the withdrawal by using a payment order provided by the Bank. Such payment order will only be payable in cash at the Bank's counters to any person upon satisfactory presentation of his/her identification card to the Bank.
- 2.6 The Customer should exercise of due care when drawing cheque, bilyet giro, payment order and/or other similar instruments to ensure their correctness and agrees that cheque, bilyet giro, payment order and other similar instruments shall not be drawn by any means and/or in any manner which may enable a cheque, bilyet giro, payment order and/or such other similar instruments to be altered or may facilitate fraud or forgery. In particular:
- (a) the Customer should write the amount, both in words and figures in the space provided on the said cheque, bilyet giro, payment order and/or other similar instruments;
- (b) only Arabic numerals should be used for figures;
- (c) all cheques, bilyet giros, payment orders and all documents of any nature whatsoever pertaining to the Account(s) must be written in dark colour non-erasable ink or ballpoint pen in Indonesian or English;
- (d) all cheques, bilyet giros, payment orders and or other similar instruments must be signed in conformity with the specimen signature(s) recorded by the Bank;
- (e) the Customer should comply with the terms and conditions printed on the inside cover of cheque, bilyet giro, payment order and or other instrument's book.

### **3. CUSTOMER'S SPECIMEN SIGNATURE**

- 3.1 (a) The Bank is hereby authorised and may rely on the Customer's written instructions identified by the signature(s) which the Bank will verify against the Customer's signature(s) in the relevant specimen card held by the Bank from time to time, unless previous arrangement has been made and agreed in writing.
- (b) The Customer agrees that the Bank shall not be liable for any loss or damage, which may incur as a result of the action taken in accordance with the Customer's written instruction contemplated in the above point (a).

3.2 No change in the specimen signature(s) of the Customer, the operating mandate of the Account(s) or the Customer's name or address and/or other personal information of the Customer shall be binding on the Bank until written notice of such change is received by the authorised officer of the Bank in accordance with the Bank's current practice for notification and verification of such change. This provision shall apply notwithstanding that the new specimen signature(s) or the Customer's new name or new address and/or other personal information of the Customer appear in a public record and the Bank has knowledge of such record. As and when requested by the Bank, the Customer shall provide the Bank with any necessary evidence in relation with the said changes.

3.3 (a) In the event of any dispute in connection with the Account(s), the Bank:

- (i) shall be entitled not to act based on any instruction it receives from the Customer or any other party due to the Bank's compliance with the law and regulations that prevail in connection with such Account(s);
- (ii) (if the Bank deems necessary at its sole discretion) is entitled to obtain a legal opinion regarding the disputed Account(s) from external legal counsel appointed by the Bank at its sole discretion at the Customer's cost. The Bank shall be entitled not to act based on any instruction it receives from the Customer or any other party until such legal opinion has been obtained.

The Bank shall act in accordance with such prevailing laws and regulations and legal opinion as specified above without further question.

(b) The Customer shall indemnify the Bank against all claims, liabilities, damages, costs and expenses of any kind which may be incurred by the Bank and all actions or proceedings which may be brought against the Bank in connection with any dispute in relation with the Account(s).

#### **4. JOINT ACCOUNTS**

4.1 If the Account(s) is opened in the names of 2 (two) or more persons, the balance to credit thereof at any time shall belong to the Account(s) holders or the surviving Account(s) holders as joint tenants. Such persons shall be jointly and severally liable for all liabilities incurred on the Account(s).

4.2 Where the Account(s) is operated with a single signing authority:

- (i) acceptance of the terms and conditions governing any service rendered by the Bank in respect of any Account(s) in all of such persons' names by any of such person will be deemed acceptance each and all of them and accordingly, such terms and conditions will be binding on each and all of such persons;
- (ii) instructions from any one of the Account(s) Holder will be accepted and will be binding on the other Account(s) Holder(s);
- (iii) any agreement or any other document related to purchase/placement/subscription to a product sold or distributed by the Bank which is signed by any of the authorised signatory will be binding to the other Account(s) Holder(s);
- (iv) any notice hereunder to any of the Account(s) Holder will be deemed effective notification to all of the Account(s) Holders.

- 4.3 If, prior to acting on instructions received from one signatory where the Account(s) is operated with single signing authority, the Bank receives contradictory instructions from another signatory, the Bank shall immediately thereafter only act on the mandate of all signatories to the Account(s).
- 4.4 Where operations of the Account(s) by single signature is permitted, then if any of the authorised signatory dies or is declared bankrupt, the other signatory(s) shall be entitled to make withdrawals, subject to the requirement set out in Clause 9 of this Section II if the Bank so required. This right shall not be affected by death, insanity or other disability of any one or more of the authorised signatories.
- 4.5 Where the withdrawal can only be effected by joint signatures:
- (i) if one of the Account(s) holders dies, withdrawals shall be made by the signature(s) of the legal personal representative(s) of the deceased and the signature(s) of the surviving Account(s) Holder(s);
  - (ii) if one of the Account(s) holders is declared bankrupt, withdrawals shall be made by the signature(s) of the appointed curator and the other Account(s) holder(s),
- subject however to the requirement set out in Clause 9 of this Section II.

## 5. CHARGES / INTEREST

- 5.1 By opening the Account(s) with the Bank, the Customer authorizes the Bank, at any time and for any reason whatsoever, to debit any of the Customer's Account(s) with:
- (a) the full amount of any charges, costs, fees, interests, and penalties payable for services rendered by the Bank and/or any third party; or
  - (b) any other amounts due from the Customer to the Bank and/or any third party whether in respect of the products or services or otherwise.
- 5.2 The Bank will charge the Customer with a monthly service fee, if the Customer fails to meet the applicable minimum average **Total Relationship Balance** on the Account(s) on the proceeding month. The Bank may, in the Bank's sole discretion, waive all or any part of the service charge.
- 5.3 If the Account(s) is inactive for a period stipulated by the Bank from time to time, then a monthly dormant fee will be charged to such Account(s) on the next proceeding month.
- 5.4 The Bank reserves the right to revise the minimum deposit and/or minimum average balance of each type of Account(s) and/or the interest rate and/or service fees and/or other fee as specified above upon notification, by such means deemed appropriate by the Bank.
- 5.5 The Customer is responsible for all taxes, duties, charges, deductions and withholdings required by the applicable law or common banking practice (together with all related penalties, interest and expenses) with respect to any transaction or Account(s) of the Customer.

## **6. CLOSING OF ACCOUNT**

- 6.1 The Bank may at any time, at its discretion and without liability, refuse to accept any deposit, limit the amount that may be deposited, return all or any part of deposit(s), or close the Account(s) for any reason whatsoever and discharge the Bank's entire liability. The Bank will use reasonable endeavors to send written notification to the Customer regarding such closing.
- 6.2 Subject to any account closing fee and any normal service fee applied to such Account(s), the available balance of any terminated Account(s) shall be held at the Customer's disposition.
- 6.3 If the Account(s) shows a zero balance or falls below the minimum average Total Relationship Balance and such balance continues to occur for more than a period stipulated by the Bank from time to time, the Bank is irrevocably authorized to automatically close the said Account(s).
- 6.4 The Customer may terminate the use of the Account(s) by written notice to the Bank to that effect. Such termination shall not be effective until the Customer have complied with the requirements for closing of such Account(s) as stipulated by the Bank from time to time.
- 6.5 The closing of the Account(s) does not discharge the Customer from any and all outstanding obligation that may still exist at the time of the closing of such Account(s) and continue afterwards.
- 6.6 Upon the closing of the Account(s), the Customer will immediately return to the Bank all the Card and all unused cheques, bilyet giros and payment orders.

## **7. PERSONAL IDENTIFICATION NUMBER (PIN)**

- 7.1 The Customer shall be issued the Personal Identification Number (PIN) which may be assigned to the Customer by the Bank, and known only to the Customer as pertaining to the relevant Account(s), to enable the Customer to initially access the Account(s) through PhoneBanking service or ATM service and effect permitted transactions/instructions through the PhoneBanking service or ATM service, and which the Customer may replace with a PIN of the Customer's choice.
- 7.2 The Customer shall be fully responsible in all circumstances for any matter related to the use of the Customer's PIN and agree to keep the PIN (whether that assigned by the Bank or the replacement PIN of the Customer's choice) confidential at all times and the Customer shall not divulge the same to any other persons. The Bank shall not be liable for any loss, claim, damage, cost or expense arising from the use of the Customer's PIN to effect any transactions relating to the Account, except in the event of proven manifest error performed by the Bank. The Customer should not keep any written record of any PIN in any place or manner which may enable a third party to access the Account(s) through PhoneBanking service, Internet Banking, or ATM service.
- 7.3 Any transaction/instruction effected using the Customer's PIN shall be conclusively presumed to be authorized by the Customer.
- 7.4 The Customer agrees and undertakes to immediately report by telephone, and confirm in writing within 24 (twenty four) hours following such report, the loss or the Customer's awareness that the PIN has fallen into the hands of an unauthorized person. Any losses, claim, damage, cost or expense due to

withdrawal/debit/transfer of funds using the PIN prior to the receipt by the Bank of the Customer's written confirmation shall be for the Customer's account.

## 8. SET OFF AND SECURITY RIGHTS

8.1 In this Clause 8 of this Section II, the "**Secured Assets**" means all assets and property of the Customer which stand to the credit of an account with the Bank which are deposited with or come into the custody or control of the Bank, for any purpose whatsoever, at any time and from time to time, comprising, without limitation, term deposits and other cash deposits (including renewals and extensions thereof), monies, interest on such deposits and monies (irrespective of the currency of denomination and any change therein), mutual funds, stocks, shares, bonds, notes, options and other money market, debt and financial instruments, whether negotiable, bearer or otherwise, investments and securities of all kinds, all rights and benefits attached or accruing thereto and the proceeds thereof.

The Customer's Secured Assets will serve:

- (a) as collateral for any of the Customer's liabilities to the Bank on any products and/or services in respect of banking accommodation or otherwise; or
- (b) as surety for such banking accommodation or credit facilities,

whether actual or contingent (regardless the currency and/or value date), primary or collateral, several or joint (together the "**Liabilities**").

Without prejudice to the foregoing, if the value of the collateral or surety granted has become inadequate, the Customer agrees to provide additional collateral or surety or replace such collateral on first demand of the Bank.

8.2 The Bank may, without notice, combine or consolidate all the Account(s) of the Customer and for such purpose, the Customer hereby irrevocably authorizes the Bank to settle, set off or transfer:

- (a) any sum(s) standing to the credit of any such Account(s); or
- (b) any other sum(s) owing to the Customer by the Bank in or towards satisfaction of the Customer's Liabilities to the Bank,

and that the Bank's right hereunder shall not be effected by the bankruptcy/death of the Customer.

8.3 In the event of:

- (a) the provision of Clause 8.1 of this Section II above cannot be fulfilled by the Customer; or
- (b) the Customer fails in any other respect to fulfill the Customer's obligation towards the Bank, on whatever account, regardless of the nature or origin of such obligations, including but not limited, if

the Customer is unable to repay any sum demanded by the Bank or any of the Customer deposits are threatened by insolvency proceedings or any claims by third parties,

then all and anything the Customer is owing to the Bank shall become due and payable immediately.

The Customer authorizes the Bank, to enforce (whether at or prior to maturity), as the Bank deems fit, any of the Customer's Secured Assets, all collateral and assets or interest of the Customer maintained or kept by the Bank or any part thereof, without prior summons or notice of default, at the time and in such a manner as the Bank may deem desirable, in order to recover from the proceeds whatever sum(s), which according to the Bank's books and accounts, is due to the Bank, increased by interest and expenses.

8.4 The security provided under Clause 8 of this Section II shall be continuing security for the discharge in full of the Customer's Liabilities that may now or hereafter be payable to the Bank. It shall not prejudice any other security or rights, which the Bank may have.

8.5 In the event of:

(a) for whatever reason, the security rights created under Clause 8 of this Section II is not valid or not enforceable; or

(b) the Bank decides not to exercise its rights under the security created herein above,

in order to ensure the execution of the Bank's right under Clause 8 of this Section II, the Customer hereby authorizes and grant an irrevocable power of attorney in favor of the Bank to exercise all of the rights attached to the Customer's Secured Assets including without limited to, liquidating, withdrawing, setting-off, selling and disbursing any and all of those Secured Assets, signing/issuing any document in respect of and receiving any proceeds from any of the foregoing for the discharge in full of the Customer's Liabilities.

The Customer hereby undertakes and covenants to cooperate fully with the Bank, if and when the Bank takes any action mentioned herein and not take any action to limit or diminish the Bank's right there under.

## **9. BANKRUPTCY/DEATH OF THE CUSTOMER**

9.1 In the event of the bankruptcy/death of the Customer, the Bank is entitled to act upon and/or in accordance with any request submitted by the curator or heir(s) or any other authorized person or body as required and in accordance with the prevailing laws and/or, if deem necessary by the Bank, to request to be provided with any deed or documents, including but not limited written statement from notary or competent civil service official or relevant court in respect of such bankruptcy and/or death, the Customer's testament, the Customer's heir(s) apparent and other related matters.

9.2 When such documentation as stated above is presented to the Bank, the Bank shall carefully investigate whether the documents are appropriate as evidence but the Bank shall not be responsible for their appropriateness, genuineness, validity or completeness nor that the documents are correctly translated or properly construed. Subject to certain conditions and indemnity given by such person as stated above, the Bank may act on such person's instructions and the evidence of payments made by the Bank to such persons shall be good and valid discharge of the Bank's obligations to the Customer or its successors and assigns.

## **10. CUT-OFF TIME**

Instructions in connection with In-House Transfer and payment through telegraphic transfer and clearing (interbank giro) received after payment cut-off time, which is solely determined by the Bank, will be processed on the following Business Day.

## **11. ACCOUNT STATEMENT(S)**

- 11.1 The Bank will issue and send the Account Statement(s) to the Customer at monthly intervals or at such intervals as the Bank may deem fit.
- 11.2 The Customer agrees to carefully examine each Account Statement received from the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the Customer or any other person (the "**Errors**").
- 11.3 The Customer will promptly notify the Bank in writing of any Errors in the contents of Account Statement(s) sent to the Customer. The failure to give notice by the Customer to the Bank of any purported Errors within 30 (thirty) calendar days after the issuance date of the Account Statement(s), the Customer shall be deemed to accept and approve conclusively the contents of the Account Statement(s).
- 11.4 The Bank will promptly notify the Customer if the Bank discovers any Error in any communication to the Customer effecting the balance of the Customer's Account(s).

The Bank shall be entitled at all times to correct any Error made by the Bank either in crediting or debiting any Account(s) or in executing any order in connection therewith.

Without limiting any other provisions thereof, the Bank shall not be liable for any Error which is rectified by the Bank within a reasonable time under the circumstances after the Bank has knowledge thereof and the Customer hereby waives, to the fullest extent permitted by law, any claim against the Bank in respect of any such Errors.

- 11.5 In any case, an abstract of the Bank's computerized Account(s) records and/or any other records held by the Bank shall be prima facie evidence of the state of the Customer's Account(s) except in the event of proven manifest error performed by the Bank.

## **12. INSUFFICIENT BALANCE**

- 12.1 The Bank may refuse to execute the Customer's instruction if the balance of the Customer's relevant Account(s) is insufficient. If the Bank, in its sole discretion, executes an instruction which results in a debit balance in the relevant Account(s), the Customer will be deemed to have been granted an incidental overdraft facility in accordance with the regulation of Bank Indonesia and the current terms of the Bank for such overdraft facility.

- 12.2 If more than one cheque and/or bilyet giro and/or payment order and/or withdrawal instruction are presented to the Bank simultaneously and the outstanding credit balance in the relevant Account(s) is insufficient to honour all of them, the Bank may, in its sole discretion, select which cheque(s) and/or bilyet giro(s) and/or payment order(s) and/or withdrawal instruction(s) will be honoured first.
- 12.3 The Bank is under no obligation to notify the Customer if any cheque or bilyet giro or payment order or other similar instrument (i) drawn by the Customer and presented to the Bank, or (ii) lodged with the Bank for collection, is not honoured by the Bank due to insufficient balance, legal reasons, banking regulations or any other reason whatsoever.

### **13. ASSIGNMENT/TRANSFER**

The Customer cannot in any way assign, transfer or charge the amounts so deposited in the Customer's Account(s) to any third party by way of security.

### **14. TRANSACTIONS RECEIVED AT THE BRANCHES OPENED ON SATURDAY**

The following transactions can be received and processed on Saturdays and/or Sundays by the Bank at the Bank's branches or offices which are opened on Saturday and/or Sunday as the Bank may notify from time to time, however, the value (system) date will be the following Business Day:

- Over the counter transactions: cash deposit, cash withdrawal\*, foreign currency exchange notes, clearing (demand draft and travellers cheques);
- Applying new product(s): safe deposit box, PhoneBanking and Personal Internet Banking, investment product, insurance product and other products as determined by the Bank from time to time.
- Opening new account(s)
- Early termination of term deposits or other products with maturity in which such early termination is allowed by the Bank.

*\* For cash withdrawal in a certain amount (depending on the location of the branch), the Customer shall inform the Bank at least 24 hours in advance.*

### **15. PAYMENT WITH US DOLLAR CURRENCY**

The Bank and other members of the HSBC Group are required to act in accordance with the laws and regulations operating in various jurisdictions which relate to the prevention of money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions. The Bank may take, and may instruct other members of the HSBC Group to take, any action which it, in its sole and absolute discretion, considers appropriate to take in accordance with all such laws and regulations. Such action may include but is not limited to : the interception and investigation of any payment messages and other information or instructions sent to or by the Customer or on its behalf via the Bank's systems or any other member of the HSBC Group's systems; and making further enquiries as to whether a

name which might refer to a sanctioned person or entity actually refers to that person or entity. Notwithstanding any provision of this terms and conditions, neither the Bank nor any member of the HSBC Group will be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of:

- (1) any delay or failure by the Bank or any member of HSBC Group in performing any of its duties under this terms and conditions or other obligations caused in whole or in part by any steps which the Bank, in its sole and absolute discretion, consider appropriate to take in accordance with all such laws and regulations; or
- (2) the exercise of any of the Bank's rights under this clause.

In certain circumstances, the action which the Bank may take may prevent or cause a delay in the processing of certain information. Therefore, neither the Bank nor any member of the HSBC Group warrants that any information on the Bank's systems relating to any payment messages and instructions which are the subject of any action taken pursuant to this clause is accurate, current or up-to-date at the time it is accessed, whilst such action is being taken. Subject to the overriding requirements of any applicable laws and regulations, the Bank will endeavor to notify the Customer of the existence of such circumstances as soon as is reasonable practicable.

### **Section III PRODUCTS**

#### **1. CURRENT ACCOUNT**

- 1.1 At the request of the Customer, cheque/bilyet giro/payment order book(s) will be issued to the Customer on the opening of a current account. The Bank may, at its sole discretion, refuse to issue the cheque/bilyet giro/payment order book(s).
- 1.2 New cheque/bilyet giro/payment order book(s) will be picked up by the Customer or by such other means of forwarding as determined from time to time by the Bank at its discretion. The Bank assumes no responsibility for any delay or loss caused by any such means of forwarding.
- 1.3 Upon receipt of new cheque/bilyet giro/payment order book(s), the Customer should verify the cheque/bilyet giro/payment order serial numbers, account number and name of the Customer printed thereon as well as the number of cheque(s)/bilyet giro(s)/payment order(s) before use. Any irregularities should promptly be reported to the Bank.
- 1.4 The Customer shall keep safely in a secure place at all times, all cheque/bilyet giro/payment order books provided by the Bank. If such books are missing or have been lost, the Customer is obliged to notify the Bank immediately in accordance with the provisions set out in Section III Clause 1.8.1.
- 1.5 Any alteration on a cheque/bilyet giro/payment order must be confirmed by the full signature of the Customer. The Customer acknowledges that the Bank will not be held responsible for loss arising from alteration(s) which cannot be readily detected.
- 1.6 The Bank reserves the right to return cheques/bilyet giros/payment order/other similar instruments with insufficient funds in the Account(s), technical error or any other reasons and to impose a service charge in respect of each returned cheques/bilyet giros/payment order/other similar instrument.

## 1.7 **Black Listing Cheques and Bilyet Giros**

- 1.7.1 Black listing procedure is governed by and subject to Bank Indonesia's regulation.
- 1.7.2 Any instance in which a cheque/bilyet giro is presented to any bank for payment for which sufficient funds are not then available, such cheque/bilyet giro will be reported to Bank Indonesia in the manner required by the applicable law and the Bank will issue warning letter to the Customer.
- 1.7.3 The Customer agrees that if:
- (a) during any continuous six (6) months period, in three (3) or more instances, the Customer draws cheque/bilyet giro against insufficient funds, or
  - (b) the Customer draws one cheque/bilyet giro with a nominal amount of IDR 1,000,000,000.00 (one billion Rupiah) or more with insufficient funds, or
  - (c) the Customer's name is included in the valid Bank Indonesia Black List,

the Bank, therefore, shall close the Customer's Account(s). Any amount in the closed Account(s) may be transferred to a Premium Statement Account (if any), which amount shall be used primarily to pay the outstanding of any issued cheque/bilyet giro.

## 1.8 **Loss and Fraudulent use of Cheque, Bilyet Giro and/or Payment Order ; Stop Payment**

- 1.8.1 The lost of cheque, bilyet giro and/or payment order shall have to be promptly notified to the Bank by stating the number of each lost cheque, bilyet giro and/or payment order and accompanied by a police report confirming such loss. Police report received after 13.00 hours may be applied only on the following Business Day.
- 1.8.2 In the absence of the Bank's gross negligence and/or willful misconduct, the Customer is fully responsible in the event of any fraudulent use of cheque/bilyet giro/payment order by unauthorized person or any party. In any such event, the Bank shall not be responsible for any loss whatsoever suffered by the Customer or by a third party in consequence of the said fraudulent use.
- 1.8.3 Subject to Indonesia's prevailing laws and regulations and common banking practice, the Customer may only instruct the Bank to stop payment of a cheque, bilyet giro and/or payment order on the ground that a cheque, bilyet giro or payment order is lost or stolen by giving written notice to the Bank in accordance with Clause 1.8.1 above.
- 1.8.4 If the Bank has proceeded to the execution of any order or instruction pursuant to a lost, stolen, misappropriated, unlawfully used, forged, counterfeited or falsely drawn up cheque/bilyet giro/payment order without having previously received the information in writing and document

required under Clause 1.8.1 above, all consequences arising thereof shall be for the account and risk of the Customer.

- 1.8.5 The Customer shall notify the Bank promptly in writing if the said cheque/bilyet giro/payment order is recovered or destroyed or if for any reason this stop payment order is cancelled.
- 1.8.6 This stop payment order shall be effective for 70 (seventy) calendar days from the date of cheque/bilyet giro/payment order or 6 (six) calendar months from the stop payment order, in the event that the cheque/bilyet giro/payment order is undated.
- 1.8.7 The Customer agrees to indemnify and keep the Bank indemnified against any liability, cost or loss incurred by the Bank as a result of the Bank acting on the Customer's instruction to stop payment on the cheques/bilyet giros/payment order or where the Bank is entitled in accordance with this Terms and Conditions or under the law to dishonour the cheques/bilyet giros issued by the Customer.

## **2. PREMIUM STATEMENT ACCOUNT**

Interest subject to any minimum balance requirements, will be computed on the end of day balance in the Customer's Premium Statement Account and credited monthly.

## **3. TERM DEPOSIT**

- 3.1 The minimum amount applies for each term deposit account shall be such amount as determined by the Bank from time to time.
- 3.2 At the initial placement of the term deposit and upon subsequent deposits, a deposit confirmation will be issued stating principal sum deposited, maturity date and rate of interest paid at maturity. This deposit confirmation shall serve only as evidence of deposit and not a document of title. The Bank will thereafter send to the Customer renewal advice upon renewal of the Customer's term deposit or state the term deposit details in the customer's Account(s) statement at the Bank's discretion.
- 3.3 Term deposit in foreign currencies will be done for value spot, i.e. 2 (two) Business Days ahead, and thus instruction to withdraw whether partially or in full, or to make changes to the tenure or currency of the deposit must be given 2 (two) Business Days prior to the maturity of the term deposit.
- 3.4 The interest rate applicable for term deposit shall be fixed in advance and will generally depend on market conditions for the relative currency and the Bank's funding requirements at the time the term deposit is made or renewed. For the avoidance of doubt, the Bank reserves the right to vary the interest rate offered from time to time at the Bank's sole discretion.
- 3.5 Prior to or on maturity of the term deposit, the Customer may instruct the Bank to:
  - (a) close the term deposit account and pay to the Customer the principal amount of the term deposit plus interest less any amounts owing to the Bank under this Terms and Conditions and less any amounts

- required to be deducted by the Bank due to taxes, laws, regulations or otherwise (the "**Proceeds of the Deposit**"); or
- (b) retain the Proceeds of the Deposit for a further term specified by the Customer and at a rate in accordance with the Bank's then current term deposit rates and the receipt of a new term deposit confirmation; or
  - (c) pay a portion of the Proceeds of the Deposit to the Customer and retain the remainder for a further term specified by the Customer and at a rate in accordance with the Bank's then current term deposit rates and receipt of a new term deposit confirmation.

If the Customer fails to instruct the Bank with either point (a) or (b) or (c) above on maturity date of the term deposit, the Bank will roll-over such term deposit with the similar tenor at the prevailing rate applicable on the due date at such time as the Bank decides at its sole discretion.

- 3.6 Withdrawal of the term deposits must be by the Customer's written request to the Bank and be made only on the maturity date. At the Customer's request, pre-mature withdrawal of a term deposit, whether partially or in full may only be made with the consent of the Bank under the following conditions:
- (a) the Bank shall not be required to pay any interest on such term deposit; and
  - (b) the Bank may recover a handling charge and the additional cost (if any) of obtaining funds in the market for the remaining period of such term deposit and may cancel such pre-mature uplift of the term deposit if there is a lack of funds or that the appropriate handling fee levied exceeds the amount of the term deposit.
- 3.7 The term deposit which matures on a public holiday or a weekend shall become payable on the first Business Day (or, subject to the Bank's agreement, on a Saturday) immediately after the end of the holiday or weekend.
- 3.8 All placements, renewals and withdrawals of term deposit are accepted subject to the transaction date and hours set by the Bank from time to time.
- 3.9 If the term deposit is held by the Bank as security for the performance or any obligation or liability to the Bank, the amount of such term deposit cannot be withdrawn, assigned, transferred or in any way encumbered without the Bank's prior written consent.

#### **4. OVERDRAFT FACILITY(IES)**

- 4.1 If the Bank agree to provide the Customer an overdraft facility, such overdraft facility(ies) shall be determined by the Bank based on the value of the Customer's term deposit which is used as a guarantee for the said overdraft facility(ies). If the Customer accept a Rupiah loan from the Bank based on a US Dollar time deposit, then the value of the Rupiah loan may fluctuate due to the daily currency fluctuation of the US Dollar against the Rupiah.

- 4.2 The Customer shall pay the Bank on demand interest on the overdraft utilized by the Customer calculated at the Bank's rate. The interest will be computed daily and charged at the end of each month. Interest charged shall be reflected by and increase in the overdraft amount utilized.
- 4.3 The Customer shall pay on demand all amounts of credit utilized by the Customer, all interests and Bank charges whatsoever and all other amount for which the Customer might become liable to pay the Bank for any reason whether alone or jointly.

## **5. OTHER PARTY PRODUCTS**

- 5.1 The Bank shall not be held liable for the performance of any other party product or any loss incurred which the Bank distributes and which the customer agrees to purchase or subscribe to.
- 5.2 In the case where such products provide a principal protection or guarantee, the Bank shall not be held liable for such protection and guarantee.

## **Section IV SERVICES**

### **1. PHONEBANKING SERVICES**

- 1.1 If the Customer requests for this service and subject to specific terms and conditions which may be applied to govern the provision of the same, the Bank is authorized to act on the instructions received from the Customer by telephone which the Bank reasonably believes emanated from the Customer by the use of the Customer's PhoneBanking Personal Identification Number (PIN). The Bank shall not have any duty to verify the identity of the person(s) giving telephone instruction by any means other than the Customer's PIN.
- 1.2 The Bank reserves the right not to act on the Customer's telephone instruction without any duty to give its reasons for such refusal, or to require the Customer to confirm the Customer's telephone instruction in writing even though the Customer gave the correct and valid PIN and to refrain from acting until receipt of such Customer's written confirmation.
- 1.3 The Customer agrees that the Bank shall not be liable for acting in good faith based on telephone instruction which the Bank believes emanated from the Customer or the Customer's representatives. The Customer shall be responsible and indemnify the Bank against any consequences, claims, proceedings or losses whatsoever that may arise or be incurred by the Bank by reason of the Bank accepting and acting upon the Customer's verbal instruction correctly identified by the Customer's PIN.
- 1.4 Instructions received through PhoneBanking services in connection with payment through telegraphic transfer and clearing (interbank giro) received after cut-off time will be processed on the following Business Day (excluding Saturdays, Sundays or Public Holidays).

- 1.5 Any errors or omissions concerning transactions carried out in accordance with telephone instruction must be reported by the Customer to the Bank within 30 (thirty) calendar days from the date of the disputed transactions.
- 1.6 Due to system constraints, balance enquiry through PhoneBanking services may not necessarily reflect the “actual” balance of the Account(s) when the Customer check the Customer’s balance through the PhoneBanking services.
- 1.7 Any exchange rate or interest rate quoted by the Bank in response to a telephone instruction is for reference only and shall not be binding on the Bank unless confirmed by the Bank for the purpose of a transaction and such confirmed exchange rate or interest rate, if accepted by the Customer through the PhoneBanking service, shall be absolutely binding on the Customer notwithstanding that a different exchange rate or interest rate might have been quoted by the Bank at the relevant time through other means of communications.
- 1.8. The Bank shall not be liable to the customer for any failure to carry out any telephone instruction which is attributable, wholly or in part, to any cause beyond the Bank’s control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Customer for any indirect or consequential losses arising out of or in connection with the carrying out or otherwise of any telephone instruction.

## **2. FACSIMILE SERVICES**

- 2.1 If the Customer requests for this service and subject to specific terms and conditions which may be applied to govern the provision of the same, the Customer authorizes the Bank to send from time to time to the Customer, the Account Statement(s) through facsimile service of the Bank. The Bank shall not be liable for, and the Customer agrees to waive to the fullest extent permitted by laws, any right which the Customer may now or hereafter have to claim against the Bank in connection with (i) delay, or (ii) failure of transmission or any other cause whatsoever beyond the control of the Bank.
- 2.2 The Customer shall release the Bank from the responsibility of keeping confidential the Customer’s Account Statement(s) and the Bank will not be responsible should the facsimile statement is received by unauthorized person(s).

## **3. AUTOMATIC TELLER MACHINE (ATM)**

- 3.1. If Customer requests for this service and subject to specific terms and conditions which may be applied to govern the provision of the same, the Customer can perform various transaction through the ATM machine at the Bank’s offices, the ATM with “Cakra” sign located at several places outside the Bank’s office, and any other ATM services as and when they become available by using the ATM Card.
- 3.2. The Customer will receive the Personal Identification Number (PIN) that can be used subject to the terms and conditions of PIN which stated in this Terms and Conditions.
- 3.3. The Customer is responsible to keep ATM Card in a safe place and maintain confidentiality of the PIN number, to avoid the unauthorized use of the ATM Card by any other party except the Customer.
- 3.4. The Customer shall advise the Bank immediately of the loss of the Customer’s ATM Card.

Customer will be responsible for all transactions effected by use of the Customer's ATM Card until such notification. The Bank may debit any Account with any cost incurred in issuing a replacement ATM card.

- 3.5. The Bank shall, under no circumstances whatsoever, be liable to the Customer if the ATM Card is not honoured.
- 3.6. The Bank may at anytime stop or move the location of ATM Service by providing notice in the Bank's premises or by such other means deemed appropriate by the Bank.
- 3.7. Service charge will apply for any transaction made through ATM Network outside the Bank's ATM network.
- 3.8. All transaction arising from the use of the ATM Card in Joint Account shall be binding on all the Joint Account holders.
- 3.9. The Customer gives consent to the Bank to release the details of the Customer's Account(s) to participants and processors of the shared ATM network, to enable the ATM Card to be used in the network.
- 3.10. The Bank may at anytime without prior notice to the Customer suspend or terminate the Customer's ability to use the ATM Card, and the Bank shall not be liable to the Customer for any loss or damage suffered by the Customer resulting in any way from such suspension or termination.
- 3.11. Neither the Bank nor any financial institution participating in the shared ATM network shall have liability or responsibility to the Customer with respect to the use of the ATM Card or ATM related transaction in the Account(s) with the Bank or in the Customer's failure to use or obtain any of the services with the ATM Card in any way or for any loss or damage which the Customer may suffer as a result.
- 3.12. The Customer accepts full responsibility and agree to all transaction recorded at the Bank for transaction performed through ATM machine, except in the event of proven manifest error.
- 3.13. If and when cash deposit service is made and available by the Bank, any unchecked deposits both cash or cheque while it is received by the Bank will be fully checked and confirmed by the Bank for the authenticity and accuracy of all signatures and the confirmation by the Bank shall be deemed as correct.
- 3.14. The ATM Card shall remain the Bank's property and the Customer shall surrender the ATM Card to the Bank immediately upon request or if the Customer no longer require the ATM service.
- 3.15. The Bank may debit the Account(s) upon the amount of any withdrawal or transfer in accordance as evidenced in the Bank's record of transaction.
- 3.16. The Customer hereby consents:
  - (i) to the collection, storage, communication and processing or identifying an Account(s) balance information by such means necessary for the Bank to maintain appropriate transaction and account records;
  - (ii) to the release and transmission to participants and processors in the global ATM network or details of the Customer's Account(s), and transaction information and other data necessary to enable the ATM Card to be used at an ATM outside Indonesia;
  - (iii) to the retention of such information and data by the said participants and processors in the global ATM network;

- (iv) to the compliance by the said participants and processors in the global ATM network with laws and regulations governing disclosure of information to which such participants and processors are subject, and the Customer will execute such documents as the Bank may request in connection with the Customer's participation in the service; and
  - (v) to disclose to such person as the Bank deems appropriate such information on the Customer and the Account(s) as the Bank deems necessary to facilitate the provision of the service which the Customer is applying for and in connection with the use or operation of the ATM Card.
- 3.17. All withdrawals made with the ATM Card outside Indonesia constitute a payment to the Customer at the Bank, and a remittance to the country where the withdrawal is effected, is made at such rate of exchange as the Bank from time to time deems fit. The Customer's right of withdrawal is thus subject not only to the laws and the regulations of the Republic of Indonesia but also to the laws and regulations of the country in which the Customer's withdrawal is requested. Therefore, cash withdrawal from an ATM outside Indonesia shall also be subject to any exchange controls, regulations or limitations in effect in the country in which the ATM is located.
- 3.18. The Bank may at any time without notice suspend or terminate the Customer's ability to use the ATM Card outside Indonesia whether at the ATM belongs to HSBC or any other financial institution and shall not be liable to the Customer for any loss or damage suffered by the Customer resulting in any way from such suspension or termination. The Customer hereby further agree and accept that neither the Bank nor any financial institution participating in global ATM network whether in Indonesia or elsewhere shall have any liability or responsibility to the Customer in respect of the use of the ATM Card in respect of conduct of transactions in the Customer's Account(s) with the Bank or in the Customer's failure to use or obtain any of the services with the ATM Card in any way or for any loss or damage which the Customer may suffer as a result of using the ATM Card in Indonesia or elsewhere (including but not limited to unsuccessful withdrawal of funds by using the ATM Card and inability to access the Customer's Account(s)).
- 3.19. The Customer is fully aware that due to the system constraints, balance inquiry through ATM may not necessarily reflect the "actual" balance of the Account(s) when the Customer check the Account(s) balance through ATM.
- 3.20. The Customer is fully aware that system malfunction due to any cause beyond the Bank's control could happens any time during the ATM transaction. The Bank will do investigation on such case and any transaction performed for reconciliation process, and the Bank's transaction records is the correct and valid records.
- 3.21. The use of some services provided through ATM is subject to charges which will be announced through any means deemed appropriate by the Bank.

#### **4. PURCHASE OF OVERSEAS CHEQUE**

- 4.1 If the Customer request for this service and subject to specific terms and conditions which may be applied to govern the provision of the same, the Bank, from time to time may (but shall not be obligated to) purchase from the Customer, cheque(s) drawn by any third parties and:
- (a) to the order of the Customer, or
  - (b) to the bearer which duly endorsed by the Customer,

which cheque(s) are to be collected within Indonesia or any other clearing system within or outside Indonesia and, on the same way, provisionally credit the purchase price of such cheque(s) to the Customer's Account(s).

The Bank, from time to time, will determine value commission for each purchased foreign currency cheque.

- 4.2 The Customer agrees and acknowledges that the purchased or collected foreign currency cheque(s) may be dishonored in certain jurisdictions because of insufficiency of funds, forgery, stoppage of payment or any other reason in accordance with the laws and regulations in such jurisdictions.
- 4.3 The Customer shall pay to the Bank on first demand the amount of any uncollected or returned foreign currency cheques which was not honored by drawee bank because of insufficiency of funds, forgery, stoppage of payment or any other reason and the Bank will apply its prevailing rate on the date of return when the Bank charges back or claims reimbursement for such previous credited amount and the Bank entitles to impose any other relevant cost.
- 4.4 The Customer hereby indemnifies and holds harmless the Bank against any and all claims, losses, damages and liability arising from, or with respect to, each foreign currency cheque purchased by the Bank from the Customer, including, without limitation, for the full face amount of each such cheque and all charges and expenses incurred in the collection thereof.
- 4.5 For the purpose this Clause 4 (and also Clauses 1.4 and 1.5 in Section II above), the Customer hereby authorizes the Bank, at any time, to debit the Customer's Account(s) for:
  - (a) the amount of such uncollected amount or returned foreign currency cheque(s) because of insufficiency of funds, forgery, stoppage of payment or any reason whatsoever; or
  - (b) the credited amount due to the invalidity of the purchased or collected foreign currency cheque(s) by certain jurisdiction; or
  - (c) the amount of any commission accrued hereunder but not yet paid; or
  - (d) any other amount due and payable in any currency and whether or not matured to any amount due and payable hereunder.
- 4.6 The Customer shall furnish the Bank with such security as the Bank may request in connection herewith, and shall reimburse the Bank for all costs and expenses of enforcement hereof, including legal fees.

## **5. HOLD MAIL/MAIL BOX SERVICE**

- 5.1 If this service is available and the Customer request for this service and subject to specific terms and conditions which may be applied to govern the provision of the same, the Bank is authorized to receive, open and handle all statements, advices and any other correspondence or mail concerning the Customer's Account(s) and the same so received and held will be deemed as having been received by the Customer.

The Customer shall be bound by the contents thereof accordingly and thereafter any uncollected mail may be posted to the Customer at the given address, or to be dealt with as otherwise deemed fit by the Bank.

- 5.2 The Bank is further authorized to debit the Customer's Account(s) for all charges relating to the Hold Mail/Mail Box service and any failure by the Customer to make the necessary payment for the aforesaid charges will give the Bank the right to cancel this Hold Mail/Mail Box service forthwith and the Bank liability hereunder shall be fully discharged by the Bank sending me all the mail held by the Bank for the Customer to the Customer's last known address on the Bank's record.
- 5.3 The Customer further agrees that the Bank shall not be held liable for any loss or damage which the Customer suffer as a result of the Customer using this service or from the Customer's lack of knowledge of the contents thereof and/or any consequent inability to object to such contents within any specified time.

## **6. STANDING INSTRUCTION(S)**

- 6.1 If the Customer request for this service and subject to specific terms and conditions which may be applied to govern the provision of the same, the Bank is authorized by the Customer, at any time, through and pursuant to a Standing Instruction(s) received by the Bank from the Customer (which may be amended from time to time):
- (a) to transfer funds among the Customer's Account(s) with the Bank and/or to the accounts of third parties with other banks; or
  - (b) to carry out foreign exchange transaction (i) pursuant to such Standing Instruction(s), and or (ii) with other banks either overseas or local.
- 6.2 The Bank may accept and authorize to act upon Standing Instruction(s) from any party claiming to be a person who has been designated by the Customer to the Bank as duly authorized without any obligations of the Bank to verify otherwise ascertain such party's true identity.
- 6.3 Transfer of funds shall, unless the Bank otherwise agrees, only be made against available funds in the Customer's Account(s) with the Bank from which the transfer is required to be effected.
- 6.4 The Bank shall be entitled for any reason and at any time and with prior written notice to the Customer, and at the Banks' absolute discretion, to vary, suspend or terminate the Standing Instructions service herein before described.

## **7. PERSONAL INTERNET BANKING**

- 7.1 Subject to specific terms and conditions which may be applied to govern the provision of the same, the Customer can view certain accounts online and gives the Bank, instructions online in relation to certain services that the Customer receives from the Bank, and certain accounts and products that the Customer has with the Bank.

- 7.2 The procedure for registration of the Customer is set out in the Personal Internet Banking online registration guide available in the Bank's website. Failure to follow the procedures set out in the Personal Internet Banking may result in the Customer being unable to access fully or in part the Personal Internet Banking service.
- 7.3 The Bank will only accept an instruction from the Customer if such instruction has been effected through the Personal Internet Banking services using the appropriate password in accordance with this Terms and Conditions and the specific terms and conditions which apply to this service.
- 7.4 The Customer requests and authorizes the Bank to treat all apparently valid instructions received by the Bank as instructions properly authorized by the Customer. Subject to the Bank's obligations in Clause 7.3, the Bank shall be under no other obligation to check the authenticity of the instructions or the authority of the person giving them.
- 7.5 The Customer is responsible for the accuracy and completeness of the instructions and for ensuring that they will achieve the Customer's intended purpose. The Bank is not liable for any loss or delay where the contents of an instruction are inaccurate or incomplete.
- 7.6 A transaction being carried out is not always simultaneous with an instruction being given. Some matters may take time to process and certain instructions may only be processed during normal banking hours even though the Personal Internet Banking is online and may be accessible outside such hours.
- 7.7 The Bank may suspend any service provided to the Customer under the Personal Internet Banking Service without notice where the Bank considers it necessary or advisable to do so, for example to protect the Customer when there is a suspected breach of security or the Bank needs to suspend the Personal Internet Banking for maintenance or other reasons.
- 7.8 The Customer must ensure that he/she keep his/her password and Internet Banking security device secure and secret at all times and take steps to prevent unauthorized use of their password and/ or security device. Failure to comply to this provision shall relieve the Bank for any accountability for any loss, claim, damage, cost expense arising from the use of the Customer's password and/ or security device to effect any transactions relating to the Account.

## **8. SAFE DEPOSIT BOX**

- 8.1 Subject to specific terms and conditions which may be applied to govern the same, the Customer shall have access to the safe deposit box at all reasonable times during the usual business hours of the Bank subject to such regulations as may from time to time be made by the Bank and notified to the Customer.
- 8.2 The Customer shall pay an annual rent in advance in the amount as notified to the Customer by the Bank from time to time. If the Customer does not wish to continue the safe deposit box lease, he/she shall give the Bank 1 (one) month's notice in writing before the expiry of each year's lease. Failing such notice and if the key is not returned on or before due date, the lease shall be deemed to continue for another year and customer is liable to pay the subsequent annual rental fee.
- 8.3 Upon payment by the Customer of deposit as may from time to time be prescribed, they will be given the use of a key to the safe deposit box. This key will remain the property of the Bank and must be returned to

the Bank on the termination of the lease and no other key than that issued by the Bank may be used. No other person shall be permitted to use the key.

- 8.4 Upon failure to pay the rent when due, the Bank shall in such event give notice to the Customer requiring payment of the rent and if after 4 (four) weeks after the giving of such notice the rent remains unpaid, the Bank reserves the right to open the Safe Deposit Box before a notary.

## **Section V MISCELLANEOUS AND GENERAL PROVISIONS**

### **1. AMENDMENT**

The Bank may amend or change this Terms and Conditions and the rules and conditions applicable for every service and/or product of the Bank at any time, by posting notice of such amendment or change in the banking hall of all the Bank's premises in Indonesia or by such other means deemed appropriate by the Bank.

### **2. NOTICES**

- 2.1 The Customer warrants that all of the details given to the Bank are clear, complete and correct. The Customer undertakes to notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. The address remains valid as against the Bank so long as the Bank's authorised officer has not received a written notification from the Customer giving another address.
- 2.2 Where in the Bank's opinion, communications sent to the last address registered with the Bank will fail to reach the Customer, the Bank may at its sole discretion stop sending further communication to such address of the Customer.
- 2.3 Any communications and notice given by the Bank to the Customer (or the Customer personal representatives) shall be deemed sufficiently served and received by the Customer if the same is addressed to the Customer's address or telex or facsimile numbers last known to the Bank and if:
- (a) sent by hand, on the date of delivery as confirmed in writing by the person effecting the delivery; or
  - (b) sent by registered post, within 3 Business Days from the date of posting; or
  - (c) sent by facsimile or telex, at the end of the transmission; or
  - (d) sent by electronic means, upon the system's confirmation of its delivery.
- 2.4 The Bank will not be held liable for any misunderstanding, mutilations, delays or faulty transmissions of instructions and communications, as a result of the use of postal, telephone, facsimile, telegraph or telex-services or whatever other means of communication between the Customer and the Bank as well as between the Bank and third parties, except for the Bank's gross negligence.
- 2.5 All dispatches and shipments to or by the Bank from or to the Customer or from or to third parties on behalf, by order, or for the benefit of the Customer shall be for the account and at the risk of the Customer.
- 2.6 The specific means of communication or a given way of dispatch or shipment shall be at the option of the Bank.

### **3. INDEMNITY**

- 3.1 The Customer hereby indemnifies the Bank (on a full indemnity basis) against any loss or expense whatsoever which the Bank may certify against as sustained or incurred by the Bank as a result of any default by the Customer of this Terms and Conditions or in any way in connection with the Customer maintaining the Account(s) with the Bank, including without limitation any loss or expense incurred by the Bank in liquidating any deposits and any legal fees incurred or to be incurred by the Bank in enforcing or protecting the Bank's right under or in connection with this Terms and Conditions and/or the Account(s) and the Bank shall have the right to, at any time, set off the Account(s) against all or any of the aforesaid loss or expense.
- 3.2 The Customer shall indemnify and hold the Bank harmless from any losses or claims arising from or connected with the loss, falsification or misuse of any form, signature, or Card and in connection with any misunderstanding, mutilation, delay or faulty transmission or communication or instruction.
- 3.3 The Customer shall hold the Bank harmless from all claims, losses, damages, causes of action arising from:
- (a) powers of attorney being granted to third parties to countersign cheques, bilyet giros, payment orders and other documents to dispose of funds under the Customer's Account(s) and revocation thereof and the Customer's relation with such third party; and
  - (b) the collection by the Bank on the Customer's behalf including those arising from the actual or implied endorsements by the Bank for collection.
- 3.4 The Bank is under no duty to examine or verify the validity of the content, correctness, genuineness of any instruction given by the Customer under this Terms and Conditions and shall therefore not be liable in respect of any defect in the validity of the content, correctness, genuineness of any instruction of the Customer.

### **4. FORCE MAJEURE**

- 4.1 The Bank shall not be responsible for any loss and/or damage resulting from any matter beyond the Bank's control, including but not limited to Acts of God, governmental orders and measures, international conflicts, violent or armed actions, labor disturbances also among its own staff and employee, interruption of or disturbance in the operations or business of third parties or whose intermediary it avails itself, lock-out and boycotts.
- 4.2 The Bank shall not be liable for any delay or failure in providing any of the Bank's equipment or other facilities or services to the Customer to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Customer or any third party for any indirect or consequential losses arising out of or in connection with such delay or failure.

### **5. COUNTRY LIMITATION**

- 5.1 The Bank's obligations to the Customer in respect of or arising out of the Customer's relationship with the Bank, including but not limited to all financial obligations derived from such relationship, will be payable solely at the Bank where the Customer opens the relevant Account(s), or will be payable at other Bank's offices in Indonesia as the Bank may determine at its sole discretion permits.
- 5.2 The obligations with respect to the Customer Account(s) there under are subject to the laws of the Republic of Indonesia (including, without limitation, to any government acts, orders, decrees and regulations, including fiscal and exchange control regulations). The Bank shall not be liable to the Customer if the value of the funds credited to the Customer Account(s) diminishes due to taxes, imposts or depreciation, or for unavailability of the funds credited to the Customer Account(s) due to restrictions on convertibility or transferability, requisitions, involuntary transfers, Acts of God, civil strike or other similar causes beyond the control of the Bank (whether arising in Indonesia or in any place which the Bank has deposited such funds), in which circumstances no other branch, subsidiary or affiliate of HSBC shall be responsible therefore in any manner.
- 5.3 The Customer hereby waives any claim it may have against the head office and any office (including branches, sub-branches and representative offices) of the Bank, whether it is located in the Indonesian jurisdiction or outside Indonesian jurisdiction, other than the offices of the Bank in Indonesia at which the relevant Account(s) was opened and/or the liabilities were concluded if the Bank is prevented by any prevailing laws to honor any of its financial obligations to the Customer.

## **6. SOVEREIGN CLAUSE**

- 6.1 All moneys deposited to the Bank governed by and subject to any governmental including Bank Indonesia's orders/decrees/regulations/restrictions applicable to the Account(s), including but not limited to the matters on transferability of funds, political disputes, civil commotion, war, expropriation, Acts of God or other causes including but not limited to any governmental action to condemn, seize or appropriate or to assume control or custody of all or any part of the Customer asset beyond the control of the Bank where the deposits are made.
- 6.2 All deposits and their payment are governed by and subject to the laws in effect from time to time at the Bank or the sub-branch of the Bank where such deposits are made, including but not limited to the occurrence of foreign exchange restriction in the Republic of Indonesia, and if due to such occurrences, it is not possible for the Bank to make any payment of any deposit in the currency of deposit, the Bank shall have the right to make such payment in local currency at the Bank's sole discretion.

## **7. SPECIFIC TERMS AND CONDITIONS**

This Terms and Conditions shall be without prejudice to the specific rules and conditions, which may be applied and in forced at any time for each product or service made available by the Bank to the Customer. The Customer shall therefore be also bound by any such specific rules and conditions. In addition, the Bank also retain the right to require the Customer to sign such other document(s) deemed necessary by the Bank to enable the Bank provide the product and/or service contemplated herein to the Customer.

## **8. CONFIDENTIALITY**

- 8.1 Subject to the provision of Clause 8.2 of this Section V, the Bank will take reasonable care to ensure that the information about the Customer and/or the Account(s) ("**Customer Information**"), remains confidential and shall not be disclosed to any third parties without the written consent of the Customer.
- 8.2 Notwithstanding the above Clause 8.1 of this Section V, the Customer irrevocably authorizes the Bank to disclose any Customer Information as may be required to such parties (whether within and/or outside Indonesia's jurisdiction) who provides services to the Bank in connection with the operation of the Bank's business or where the Bank is obliged to comply with the orders of courts, government agencies or other lawful authorities anywhere in the world or where the Bank reasonably thinks necessary in order to give effect to an instruction or generally to enable the Bank to provide its services:
- (a) any agent, contractor or third party service provider who provides administrative telecommunications, computer, payment or other services to the Bank in connection with the operation of the Bank's business;
  - (b) any other person under a duty of confidentiality to the Bank which has undertaken to keep such information confidential;
  - (c) the drawee bank providing a copy of a paid cheque/bilyet giro (which may contain information about the payee) to the drawer;
  - (d) a person making any payment into the Customer's Account(s) (by providing a copy of a deposit confirmation slip which may contain the name of the Customer);
  - (e) credit reference agencies, and, in the event of default, to the debt collection agencies;
  - (f) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its sub-branches;
  - (g) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the Customer;
  - (h) any market research agency or agent duly appointed by the Bank for the purpose of conducting market research;
  - (i) any third party as the Bank may, in its sole discretion, deem necessary and restricted only for the legitimate purpose of the Bank;
  - (j) any other financial institution(s) whether within or outside Indonesia, particularly in connection with the prevention of financial crimes, including but not limited to money laundering, terrorist financing or other similar unlawful activities.

## 9. COLLECTING AGENT

The Bank reserves the right to employ collection agent(s) and third parties to collect any outstanding or overdue amount owed by the Customer. The Customer shall keep the Bank indemnified for costs and expenses (including without limitation legal fees, costs of engaging collection agent(s) and such other third parties and other expenses) which are reasonable amount and which are reasonably incurred by the Bank in demanding, collecting, suing or recovering such outstanding or overdue amount.

#### **10. TAPE RECORDING**

In the course of providing its services, the Bank (or its agent) may need to (but shall not be obliged to) record verbal instructions received from the Customer and/or any verbal communication between the Customer and the Bank (or its agent) in relation to such services.

#### **11. PARTIAL INVALIDITY**

If any provision hereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not affect any of the other provisions hereof, which shall remain in full force, validity and effect.

#### **12. SUSPICIOUS TRANSACTION**

12.1 The Customer agrees and acknowledges that:

- (a) the Bank may refuse to process any transaction on any Account(s); or
- (b) the Bank may hold the funds in any Account(s) and restrict the Customer's right to withdraw from any Account(s),

if the Bank, at its reasonable discretion, suspects of the existence of fraud, illegality or impropriety to such transaction or funds.

12.2 The Customer acknowledges that the Bank is subject to financial crime laws, including but not limited to corruption and anti money laundering law applicable in Indonesia and internationally, any relevant laws and regulations apply in Indonesia and the internal policy of the Bank. For the foregoing purpose, the Customer hereby agrees to provide any information requested by the Bank to comply with such laws and regulations including but not limited to the Customer's name, address, age, gender, personal identification, income, employment, assets, liabilities, source of wealth, the purpose of Account(s) opening, the objective of investment, any financial plans or other financial related information. If the Bank requires, the Customer also agrees to provide any update on the foregoing information.

12.3 The Bank and other members of HSBC group are obliged to comply with laws, regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of financing of, amongst other things, named terrorists and sanctioned persons. This may require that the Bank intercept and investigate any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf via the Bank's system and this process involves making further enquiries as to whether a name which might refer to a named or sanctioned person actually refers to that person.

- 12.4 Neither the Bank nor any member of the HSBC group will be liable for loss (whether direct or consequential and including without limitation loss of profit or interest) or damage suffered by any party arising out of any delay or failure by the Bank or any member of the HSBC group in processing any such payment messages or other information or communications or performing any other obligations caused in whole or in part by any steps taken pursuant to Clause 12.3 of this Section V.
- 12.5 This process may cause a delay in processing certain information and therefore neither the Bank nor any member of the HSBC group warrants that any information on the Bank's systems relating to any payment messages and communications which are the subject of any action taken pursuant to Clause 12.3 of this Section V is accurate, current and up-to-date at the time it is accessed whilst such action is being taken.

### **13. ASSIGNMENT BY THE BANK**

The Bank may at any time assign or transfer any or all of its rights and obligations hereunder to any person without the Customer's agreement.

### **14. AUTHORIZATION**

Any and all authorizations conferred by the Customer to the Bank under these Terms and Conditions:

- (a) are irrevocable;
- (b) permit the full right of substitution;
- (c) permit full representation of the Customer, wherever and towards whomsoever, in all matters and acts with respect to the matters to which the authorization relates.

The authorization in these Terms and Conditions constitutes an important and integral part of these Terms and Conditions, which would not otherwise have been concluded but for the grant of the authorization. The Customer agrees that the authorization given by the Customer under these Terms and Conditions shall not be revoked or terminated for as long as the business relations still exist between the Customer and the Bank and for any reason whatsoever, including but not limited to those stated in Articles 1813, 1814 and 1816 of the Indonesian Civil Code.

### **15. GOVERNING LAW, JURISDICTION AND LEGAL DOMICILE**

- 15.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Indonesia.
- 15.2 For adjudication of any dispute, both of the Customer and the Bank agree to choose permanent and legal domicile at the office of the Registrar of the District Court having jurisdiction over the Bank's offices where the Customer opened its Account(s), unless the Bank as plaintiff should give preference to the foreign court and foreign jurisdiction, such foreign court and/or jurisdiction shall apply.

- 15.3 The choice of this legal domicile shall be applied to the Customer successor(s).
- 15.4 Both of the Bank and the Customer waive the provision in Article 1266 of the Indonesian Civil Code but only to the extent that a court pronouncement is required for the termination of the agreement between the Customer and the Bank as contemplated in this Terms and Conditions.

**16. LEGAL LANGUAGE**

This Terms and Conditions have been drawn in both Indonesian and English and both texts are valid. In the event of any dispute arising from an alleged difference in interpretation between the Indonesia text and English text, the Indonesian text shall be considered as the official text and therefore shall prevail.