

# TERMS AND CONDITIONS FOR DIGITAL APPROVAL PT BANK CENTRAL ASIA Tbk ("BCA")

## A. DEFINITIONS

1. **Personal Data** means data about an individual who is identified or can be identified separately or in combination with other information, either directly or indirectly through electronic or non-electronic systems.
2. **Terms and Conditions** means these Terms and Conditions for Digital Approval of PT Bank Central Asia Tbk ("**BCA**").
3. **Digital Approval** means a feature provided by BCA to facilitate the Customer in digitally approving or rejecting banking transactions at BCA.
4. **Customer** means any individual who utilizes the Digital Approval feature.
5. **Digital Approval Tasklist** means a list of approval requests available in the BCA Banking Application.
6. **Approval Action** means the act of approving or rejecting performed by the Customer through Digital Approval for items listed in the Digital Approval Tasklist within the BCA Banking Application.
7. **Digital Approval History** means a menu in the BCA Banking Application that enables the Customer to view the history of their Approval Actions.
8. **BCA Banking Application** means myBCA, Halo BCA, or any other banking applications provided by BCA that can be used by the Customer to access the Digital Approval feature.

## B. TERMS OF DIGITAL APPROVAL

1. To use Digital Approval, the Customer must:
  - a. have a BCA Banking Application installed on the Customer's device; and
  - b. log in to the BCA Banking Application using the credentials for the BCA Banking Application owned by the Customer.

2. Based on certain considerations, BCA reserves the right to reject any Digital Approval request submitted by the Customer through the BCA Banking Application.
3. The Customer can perform the Approval Action through the BCA Banking Application.
4. Before performing the Approval Action, the Customer must:
  - a. read and understand all terms and conditions related to the BCA banking facility requested from BCA as contained in the Digital Approval Tasklist;
  - b. review and ensure the accuracy, correctness, and completeness of the data in the supporting documents related to the request to be approved by the Customer through Digital Approval. BCA shall not be liable for any consequences arising from any inaccuracies, errors, or incompleteness of the data in the supporting documents approved by the Customer using the Digital Approval.
5. The Customer can either approve or reject any approval request in the Digital Approval Tasklist.
6. Any request and its associated documents that have been approved by the Customer through Digital Approval cannot be canceled.
7. The Customer can view all Approval Actions made by the Customer through Digital Approval in the Digital Approval History menu of the BCA Banking Application.
8. The Customer agrees to and acknowledges the validity and accuracy of the documents approved by the Customer through Digital Approval, and therefore the documents constitute legally valid and binding evidence against the Customer, unless the Customer can prove otherwise.
9. Any instructions from the Customer stored in BCA's data center shall be deemed accurate and binding upon the Customer and serve as valid evidence of the Customer's instruction to BCA to process the relevant transaction, except as proven otherwise by the Customer

10. BCA reserves the right to amend, replace, or supplement these Terms and Conditions, which will be notified by BCA to the Customer in any form and through any means in accordance with applicable law.

### **C. REPRESENTATIONS AND WARRANTIES**

The Customer represents and warrants as follows:

1. The Customer is fully responsible for the use and/or misuse of the Digital Approval feature, and the Customer hereby holds BCA harmless against all claims, lawsuits, and/or other legal actions of any kind and from any party, including the Customer, in connection therewith.
2. The Customer is fully responsible for all consequences arising in connection with the Approval Action performed by the Customer through Digital Approval.
3. The Customer guarantees the accuracy and validity of every banking transaction approved by the Customer through Digital Approval.
4. The Customer agrees that every banking transaction approved by the Customer through Digital Approval constitutes valid evidence and has legal force and is binding on the Customer.
5. The Customer undertakes not to deny any banking transaction previously approved by the Customer through Digital Approval on any grounds in the future.

### **D. TERMINATION OF DIGITAL APPROVAL**

1. The Customer may terminate the use of Digital Approval by providing written notice to BCA no later than 30 (thirty) calendar days prior to the desired termination date.
2. Notwithstanding the provisions in item D.1 above, BCA reserves the right to terminate Digital Approval, among other things, if:
  - a. BCA terminates the Customer's use of Digital Approval by giving 30 (thirty) calendar days' prior written notice;

- b. BCA terminates the Customer's use of Digital Approval because the Customer fails to comply with these Terms and Conditions, whether in whole or in part;
- c. BCA ceases to provide the Digital Approval feature;
- d. any representations, warranties, information, data, and/or documents provided by the Customer to BCA are found and/or reasonably suspected to be incorrect or falsified, whether in part or in whole; and/or
- e. there is an order from the banking supervisory authority requiring BCA to terminate the provision of Digital Approval.

## **E. PROTECTION OF PERSONAL DATA**

1. If the Customer provides third parties' personal data to BCA related to the use of Digital Approval, including but not limited to applications for opening BCA accounts and/or banking facilities submitted by the Customer using Digital Approval, such as mobile phone numbers and/or email addresses of any parties designated by the Customer and/or other parties (if any), the Customer hereby warrants that the Customer has obtained consent from each relevant Personal Data subject to provide such Personal Data to BCA for the purposes of using the Digital Approval feature, including but not limited to the application for opening BCA accounts and/or banking facilities submitted by the Customer using the Digital Approval feature.
2. The Customer fully understands and acknowledges that BCA has the right to process the Personal Data provided by the Customer to BCA, among other things, for the use of Digital Approval, providing BCA banking facilities, processing banking transactions at BCA, and processing all other requests/applications submitted by the Customer to BCA.

## **F. FORCE MAJEURE**

In the event BCA is unable to process the Customer's Approval Action through Digital Approval, whether in whole or in part, due to events or circumstances beyond BCA's control or capability, including but not limited to natural

disasters, war, civil unrest, system or equipment failure, power outages, telecommunications disruptions, government policies prohibiting BCA from providing Digital Approval, or any other events or circumstances beyond BCA's control or capability, the Customer hereby holds BCA harmless against any and all claims, demands, lawsuits, and/or other legal actions of any kind in connection therewith.

## **G. COMPLAINT HANDLING**

1. The Customer may lodge complaints related to Digital Approval with any BCA branch office or Halo BCA. For the purpose of complaint handling, BCA has the right to request a copy of the Customer's identity and/or other supporting documents.
2. BCA will respond to such complaints in accordance with applicable law. Further information regarding BCA's complaint handling procedures can be viewed at [bca.id/penangananpengaduan](https://bca.id/penangananpengaduan).

## **H. DISPUTE RESOLUTION**

1. The Customer agrees that any dispute or difference of opinion arising out of and/or relating to the implementation of these Terms and Conditions shall be resolved in an amicable manner.
2. Any dispute or difference of opinion that cannot be amicably resolved between the Customer and BCA shall be resolved through banking mediation at Bank Indonesia or the Financial Services Authority or through mediation by an Alternative Dispute Resolution Institution specified in the List of Alternative Dispute Resolution Institutions established by the Financial Services Authority.
3. Any dispute or difference of opinion that cannot be resolved amicably, through banking mediation, and/or the mediation referred to in item H.2 above shall be resolved through the Central Jakarta District Court, without prejudice to BCA's right to bring suit or demand through any other District Courts within the territory of the Republic of Indonesia.

## **I. LANGUAGE**

These Terms and Conditions are made and signed in 2 (two) language versions, namely Indonesian and English. In the event of any discrepancy in interpretation between the Indonesian and English versions, the Indonesian version shall prevail.

The Customer hereby confirms that the Customer fully understands and agrees to these Terms and Conditions for Digital Approval of PT Bank Central Asia Tbk ("BCA") as described above and that BCA has provided an explanation and sought confirmation from the Customer regarding the benefits, fees and charges, as well as risks associated with the Digital Approval feature.

**These Terms and Conditions for Digital Approval of PT Bank Central Asia Tbk ("BCA") have been aligned with applicable laws and regulations, including Regulations of the Financial Services Authority**