**TERMS AND CONDITIONS OF CIMB NIAGA MOBILE BANKING**

**DEFINITIONS**

1. **Bank** is PT Bank CIMB Niaga, Tbk, domiciled in South Jakarta, covering the head office and branch offices, as well as other offices that form integral parts of PT Bank CIMB Niaga, Tbk.
2. **Debit Card** is a Payment Tool by Means of a Card that can be used for payment of obligations that arise from economic activities, including withdrawals of cash and/or transfers of funds and/or shopping transactions and/or other transactions, where the obligation of the User is instantly fulfilled by directly reducing their Saving in the Bank.
3. **Credit Card** is a Payment Tool by Means of a Card that can be used for payment of obligations that arise from economic activities, including but not limited to shopping transactions and/or withdrawals of cash, where the payment obligation of the card holder is fulfilled in advance by the issuer, and the card holder shall be obligated to make payments at the agreed times all at once or in installments.
4. **Login** is the authorization process of a User to enter the Mobile Banking menu.
5. **Mobile Banking** is one of electronic banking services provided by the Bank to be used through a cellular phone ("**Mobile Phone** "), as described further in the Mobile Banking Media section.
6. **User** is an individual who has registered to use the Mobile Banking in accordance with the registration mechanism determined by the Bank and has been approved to use the Mobile Banking System and the Mobile Phone number of the User has been registered in the Mobile Banking System.
7. **Payment of Bills** is a transaction for transfer of fund from the Account and/or a transaction of charging on Credit Card for payment of certain bills available in the Mobile Banking menu, using the Mobile Banking.
8 **Purchase of Airtime Top Up/Voucher** is a transaction for transfer of fund from an Account and/or a transaction of charging on Credit Card to purchase airtime top up/voucher as available in the Mobile Banking menu, using the Mobile Banking.
9. **Passcode** is 4 unique numbers sent by the Bank to the registered Mobile Phone number in the Mobile Banking system and to be used as an authentication code to Login to the Mobile Banking. Passcode is confidential in nature and may not be given to anyone whosoever.
10. **Mobile Banking Personal Identification Number** ("**Go Mobile PIN**") is a personal identification code that is used to authorize a financial transaction. PIN is confidential in nature and may not be given to anyone whosoever.
11. **User ID** of Mobile Banking is a personal identification key that is used to Login to the Mobile Banking. User ID is confidential in nature and may not be given to anyone whosoever.
12. **Account** is all accounts of the User in the Bank in one Customer Information File (CIF), which have been prior to and/or will be opened later in the Mobile Banking System.
13. **Mobile Banking System** is a system used by the Bank to support the running of all activities related to the Mobile Banking.
14. **Terms and Conditions of CIMB Niaga Mobile Banking** are all terms and conditions prescribed by the Bank related to the use of the Mobile Banking including but not limited to these Terms and Conditions of CIMB Niaga Mobile Banking as well as the terms and conditions specified in the user guide or other media that contain the instructions/provisions on the use of the Mobile Banking.

15. **Transaction** is any kind of access and/or transaction that is currently or in the future will be determined by the Bank to be made using Mobile Banking, including but not limited to the followings:

i. Financial access/transactions related to the funds available in the Account and/or limit in the Credit Card such as but not limited to Transfer of funds, Payment of Bills, Purchase of Airtime Top Up/Voucher (such as but not limited to airtime top up of phones) and other transactions related to an Account and/or a Credit Card ("**Financial Transactions**"):

ii. Non-financial transactions, such as but not limited to the registration of Mobile Banking, information of balance, inquiry about information of the total bill of a Credit Card, information of 5 (five) latest transactions of a Credit Card that have not been collected, information of 15 (fifteen) latest transactions of an Account, information of ATM/branch locations of the Bank, and other information provided by the Bank; replacement of a Customer's confidential information such as user ID, e-mail, and Mobile Banking PIN ("Non-Financial Transactions"); and/or

iii. Other transactions that have been and/or will be determined by the Bank to be made through the Mobile Banking.

16 **Transfer** is a transaction for transfer of fund from one Account to another account belonging to the Customer or to the other account in other bank for realization of a certain purpose as enabled in the Mobile Banking, including but not limited to the payment of bills, purchase of airtime top up/voucher, etcetera.

17 **Main Device** is 1 (one) Mobile Phone of the Customer that is registered as the gadget/device to access Go Mobile.

18 **Fingerprint Reader (Touch ID)** is a feature in the Mobile Phone with certain type and specifications that may be used as the User's authentication medium using fingerprints. The Touch ID is integrated into the Mobile Banking as one of login authorization media into the Mobile Banking System.

**QR Transaction** is a Mobile Banking feature that enables User to transact using QR code. QR Transaction is valid for Rupiah denomination and those QR Code that are issued by Bank or non-Bank in Indonesia with license from Bank Indonesia. Using QR, User could not cancel the Transaction before the settlement process (VOID).

For QR Transaction, User may choose to use Saving or Current or Rekening Ponsel and/or Credit Card as the source of fund and it may be conducted by:

i. Scanning the Merchant's QR Code, whether it is shown on the EDC or sticker or online shopping websites partnered with the Bank. User then need to confirm the Transaction through the Mobile Banking System; or

ii. Transfer using Mobile Banking System between with the following method:
   - User, as the beneficiary, creates QR Code through the Receive Money button in the Mobile Banking System.
   - User, as the sender, scans the QR Code created by the beneficiary and confirms the Transaction through the Mobile Banking System.

19 **Merchant** is a third party partnered directly or indirectly with the Bank which is a physical shop entity (with the EDC machine or the QR sticker) or an online shopping website or any other entity with capability to generate QR Code that can be read using the Mobile Banking System.

**Price** is the value or amount set by the Merchant, including the Merchant Discount Rate (MDR) as regulated by Bank Indonesia. Source of funds will be debited real time after the Bank's system has succesfully validated the merchant's data; A Transaction notification will be sent by the Bank to the User as any financial Transaction in the Go Mobile.

20 **QR (Quick Response) Code** is a two-dimension (matrix) barcode that stores required information of the Transaction. To process the payment, User need to scan the QR Code through the Mobile Banking System. There are 3 types of QR Code, i.e. Dynamic QR Code, Static QR Code, and Receive Money QR Code. The Dynamic QR Code and Static QR Code shall follow the standard by the Asosiasi Sistem Pembayaran

Indonesia upon approval of Bank Indonesia.

21 **Dynamic QR Code** is a unique QR Code which will contain Price and destination account information from the Merchant. The Dynamic QR Code can be obtained from the Merchant through the EDC machine or an online shopping website. A Dynamic QR Code can only be used once.

22 **Static QR Code** is a non-unique QR Code and fixed for each Merchant. The Static QR Code can be obtained from the Merchant in form of a picture on sticker, banner, or any other media. There is no Price information in the Static QR Code, hence the Transaction amount shall be inputted and confirmed by the User during the Transaction.

23 **Receive Money QR Code** is a Dynamic QR Code that may be created by the User through the Mobile Banking System. The User shall select the Transaction's destination account, transaction amount and description to generate the QR Code. Other Users who intend to pay shall scan the QR Code and confirm the Transaction through the Mobile Banking System. A QR Code may be used more than once as long as its still active (2 hours).

24 **Payment QR Code** is a Dynamic QR Code, Static QR Code or Receive Money QR Code that may be used to conduct Transactions through the Mobile Banking System.

**MOBILE BANKING MEDIA**

1. Using Short Message Service (SMS) Menu, i.e. SMS that contains the Transaction menu that may be selected by the User, SMS will be sent as per the desired Transaction, by containing the suitable Transaction code (*keyword* and *syntax*), where the Short Message Service (SMS) Menu may be selected by the User by replying to the SMS as per the desired sequential number of the menu. SMS is send to 1418 or another number that will be determined by the Bank, from the User's Mobile Phone Number that has been registered in the Mobile Banking System. By using SMS Menu, customer will be charged with SMS fee in accordance with the telecommunication service provider used by the Customer.
2. Using menus available in the Mobile Banking application, customer will need to firstly install in their own Mobile Phone using the cellular provider data connection (hereinafter referred to as the "**Mobile Banking Application**"). The use of Mobile Banking Application will be charged with SMS fee (for receipt of Passcode, notification, etcetera) and data package in accordance with the telecommunication service provider used by the Customer.
3. Using UMB (USSD Menu Browser), which will display the Mobile Banking menu by dialing the short dial code *141*8#. USSD Menu Browser will be charged with USSD fee in accordance with the telecommunication service provider used by the Customer.

**REGISTRATION OF MOBILE BANKING**

1. In order to register to Mobile Banking, a User may apply for registration (''**Registration**'') through any branch that is determined by the Bank or through another medium that provides the feature of Mobile Banking Registration, such as but not limited to the application in the Mobile Phone and other official Registration media that will be determined later by the Bank.
2. Before using the Mobile Banking or when doing the Registration, User shall firstly read, understand and agree to all terms and conditions set out by the Bank related to the use of the Mobile Banking, including but not limited to the followings:
   i. These terms and conditions of CIMB Niaga Mobile Banking, which may be available in the branch (if the Registration is done through a Branch) or at the menu in the electronic banking or through other media that provide the feature of Mobile Banking Registration or other media determined by the Bank; and
   ii. Other terms and conditions as set out in other media/materials/matter/documents provided by the Bank, such as but not limited to the user guide, etcetera (the "'**Materials**").

iii. The approval of the Terms and Conditions of CIMB Niaga Mobile Banking may be made by signing the Terms and Conditions of CIMB Niaga Mobile Banking or by means of electronic signing as available in the related electronic media or in the website of the Bank.

3. Registration Mechanism:
   i. The registration may be made through a branch or by the User himself/herself in the following manner:
      a. Submission of a form: The User shall submit the application for using the Mobile Banking by completing a form of application for registration of the Mobile Banking (''**Application**'') and fulfill all the requirements set out by the Bank for that purpose.
      b. Mobile Phone: The User shall download and install the Mobile Banking Application in playstore or app store using the Internet, and then the User shall choose the Registration menu in the installed Mobile Banking Application.

   ii. User shall:
      a. Create User ID and Go Mobile PIN.
      b. Input the Account number.
      c. Input the number of the Mobile Phone to be used and in accordance with the system in the Bank.
   iii. The Mobile Banking System will send SMS containing the Passcode to the Mobile Phone number of the User that has been registered in the Mobile Banking System through the Registration process.
   iv. User shall input the Passcode to complete the Registration process.
   v. Upon successful Registration, the User will receive Notification SMS as evidence that the User has been registered as a User of the Mobile Banking.

4. If the User:
   i. has not had Mobile Phone that registered as Main Device in the Mobile Banking System; or
   ii. login to the Mobile Banking System using a Mobile Phone different from the Main Device;

   the Mobile Banking System would ask the User to register the Device.

5. User agrees that by:
   i. Signing the Application (if the Registration is done in a branch); or
   ii. Inputting the User ID, ATM PIN, and Go Mobile PIN in the Mobile Banking Registration menu contained in the electronic banking or through other media that provide the feature of Mobile Banking Registration; or
   iii. Using the Mobile Banking,

   User agrees to all Terms and Conditions of Mobile Banking, so, therefore, the approval given by doing one of those acts referred to above has provided perfect evidencing power for the Bank, like any written evidence or like any approval by providing signature in the Terms and Conditions of Mobile Banking.

6. User may only register 1 (one) Mobile Phone number in one CIF data for the use of the Mobile Banking.

7. User authorizes the Bank to access the User's location by means of the GPS (*Global Positioning System*) installed in the User's Mobile Phone.
8. User of the Mobile Banking may change their Mobile Phone number and/or Go Mobile PIN through a branch of the Bank and/or other banking electronic media provided by the Bank for such purpose and if the Go Mobile PIN is lost or cannot be recalled, the User shall end the use of the Mobile Banking and re-register through a branch of the Bank and/or other Registration media provided by the Bank for such purpose. Or the Customer may reset their PIN in Branch.

**USE OF TOUCH ID**

1. User may register his/her fingerprints that have been registered in the User's Mobile Phone which then will be

used at the time of login to the Mobile Banking System as a substitute of User ID and Passcode. The Mobile Banking System will use the Touch ID based on the User's fingerprints registered in the Mobile Phone, either before or after the Mobile Banking service registration. User may keep using the User ID and the Passcode to login to the Mobile Banking System.

2. The Touch ID may only be used by the User to login to the Mobile Banking System, if:
   i. The Mobile Phone that supports the Touch ID feature is not in a modified condition (jailbreak/rooted); and
   ii. User has activated login with fingerprints feature, through the Setting menu in the Mobile Banking.
3. Touch ID is a technology provided in the Mobile Phone and not a technological feature or device provided by the Bank, and therefore the Bank shall neither give guarantee nor have any responsibility whatsoever in connection with but not limited to the quality, performance, or safety of the Touch ID.
4. User shall be responsible for the data of all fingerprints registered in the Touch ID Feature in the Mobile Phone used by the User to access the Mobile Banking, the use of all those fingerprints, and the risks that arise in the Mobile Banking service from the use of those fingerprints.
5. By registering fingerprints in the Mobile Banking service, the User authorizes the Bank to access and use the data of all fingerprints registered in the Touch ID along with the data/information of the Mobile Phone used by the User for the purposes of registration and use of Touch ID in the Mobile Banking.
6. User shall be responsible for the followings to avoid the abuse of the Touch ID in the Mobile Banking:
   i. To maintain that only the fingerprints of the User be registered in the Touch ID of the User's Mobile Phone ; and
   ii. In case the User is going to sell, give away or transfer his/her Mobile Phone to another party, the User shall be obligated to ensure that he/she has deleted the User's data of fingerprints in the Touch ID.
7. User hereby agrees that the Bank shall neither be responsible nor indemnify nor be liable in any form whatsoever to the User for any risks, effects, and consequences that arise from registration, including the existence of other parties' fingerprints at the time of User's registration and its use in the Mobile Banking application.

**DOING TRANSACTIONS THROUGH MOBILE BANKING**

1. User may use Mobile Banking to do a Transaction in the manner as governed in the user manual of Mobile Banking or other media that contain the user manual of Mobile Banking prescribed by the Bank.
2. Each time of Login into the Mobile Banking application in the Mobile Phone, the Mobile Banking System will ask the User to:
   i. input the User ID registered in the Mobile Banking System. Then the Mobile Banking System will send a Passcode through SMS to the Mobile Phone number of the User to be inputted in the next screen in the Mobile Banking Application; or
   ii. input the fingerprints registered in the User's Mobile Phone .
3. In each Transaction, the User shall fill in all the required data and make sure that all the required data for the Transaction have been filled in correctly and completely, and if required, then the Mobile Banking System will confirm the data input by the User and ask the User to input 2 out of 6 digits of the Go Mobile PIN that function as the security device and the approval given for the Transaction and the Transaction shall be irrevocable.
4. In regard of a successful Transaction (specifically for financial transactions), the User will receive a reference number as the evidence of the Transaction.
5. The User agrees and acknowledges that the Login into the Mobile Banking System, the use of the Passcode and/or the use of 2 out of 6 digits of the Go Mobile PIN by any parties whosoever shall constitute a form of instruction and approval by the User to give power from the Customer to the Bank to do the Transaction through the Mobile Banking and, therefore, the User acknowledges that he/she will not file any claims whatsoever related to the instruction and approval of the Transaction and acknowledges that all evidence in

the Bank shall be valid evidence although it is made not in writing/not signed by the User and shall have the same legal force as a written instruction signed by the user Customer.

6. The Mobile Banking System will not process a Transaction if there are sufficient reasons not to carry out the instruction, including but not limited to insufficient balance in the Account and/or insufficient limit in the Credit Card, the Account and/or Credit Card of the User has been closed, the Account and/or Credit Card is on seizure or blocked, the Bank knows or has a reason to assume that an act of fraud or crime has been or will be committed, or due to other reasons.
7. The User may distribute the evidence of a Transaction to third parties by means of SMS, e-mail, social media *Whatsapp*, or other digital media devices as desired by the User. The Bank shall not be responsible for the evidence of a transaction distributed by the User.
8. User or Merchant may input additional amount of money as a tips in the QR Transaction as approved by the User.
9. The Bank shall not be responsible for any QR code given or used by the Merchant or the User.
10. The Bank shall not be responsible for any risks that arise from the use of the Mobile Banking, including but not limited to the risks that arise from omission, incompleteness, inaccuracy or vagueness of the data and/or instruction given in relation to a successful Transaction.
11. The Mobile Banking may not be transferred to another party or used by another party besides the User, including but not limited to the family members of the User and employees of the Bank.
12. In case there is a difference between the data of Transaction recorded in the record of the Bank and the record of the User, the one to be used as guidance and has binding evidencing power shall be the data of Transaction recorded in the record/System of the Bank.
13. Any types of Transaction that are made using the Mobile Banking shall be subject to operational regulations and other related regulations that are applicable in the Bank, including but not limited to the regulations related to the limitation for Financial Transactions with reference to the limits applicable in the Bank.
14. The Bank shall not be responsible for the performance of the products received and/or delivery of products from the Merchant to the User whose Transaction was paid using the QR System in the Mobile Banking System.
15. The Bank shall not be responsible for refund process if the payment amount is different with the Price or the products missmatch between the Merchant and the User, or any other disputes of Transaction paid using the QR Code through the Mobile Banking System. The agrement of any disputes of the Transactions conducted in the Mobile Banking System will be the responsibility of the Merchant and the User.
16. Refund of a QR Transaction Code conducted can be initiated by the Merchant through the media provided by the Bank, no later than 7 days following the Tansaction. The refund then will be processed by the Bank on real time basis as long as the Merchant's account funds is sufficient; and the refund amount shall be less than or the same as the initial Transaction amount.
17. Settlement of a dispute between the User and the Merchant will be processed within 45 business days after the Bank has received full information about the disputed Transaction. The Transaction data shall be informed to the Bank including the transaction date, 6-digits reference number and the transaction amount. Complaints may be addressed by the Users to the Phone Banking 14041 or the Bank Branch(es); and the Merchant may address complaints through Phone Banking 14042 or the email address specified by the Bank.

**OTHER IMPORTANT INFORMATION**

1. The Mobile Banking shall be used in accordance with the mechanism of use prescribed by the Bank, including but not limited to those set out in these Terms and Conditions of Mobile Banking or in other Materials.
2. User shall comply with the procedures, instructions, guidelines and/or guidance prescribed by the Bank from time to time.
3. The correctness and validity of the data input by the User relating to Transaction instructions shall be full

responsibility of the User.

4. User may not transfer the use of the Mobile Banking to any parties whosoever and may not use the Mobile Banking for the purposes other than making Transactions or other things enabled by the Mobile Banking System.
5. User shall not be allowed to manipulate, copy, and/or perform an act that may result in a change in the Mobile Banking System and/or data of the SIM Card registered in the Mobile Banking System.
6. Customer shall be responsible and obligated to promptly report to the Bank in the following events:
   i. User is no longer using the Mobile Phone number that was registered in the Mobile Banking System anymore;
   ii. He/she is aware of an indication of Mobile Phone number reduplication;
   iii. Miss-use the Mobile Banking Application by an unauthorized party.
7. User shall keep the confidentiality of confidential information of the User, including but not limited to:
   i. Not using any combination of characters in the User ID and Go Mobile PIN that may be easily known or guessed by others.
   ii. Not notifying the User ID, Passcode, or Go Mobile PIN to others, including but not limited to family members, friends or phone banking/call center agents or employees of the Bank for any purposes whatsoever.
   iii. Not writing down the User ID, Passcode, or Go Mobile PIN or keeping them in written form that may be read or known by others.
   iv. Changing the Go Mobile PIN periodically.
   v. The Go Mobile PIN should not be created in the form of numbers/figures that may be easily known by others such as sequential numbers, some same numbers, birth date or Mobile Phone number.
   vi. Deleting the Mobile Banking application in the former Mobile Phone if the User is going to change Mobile Phone.
8. The User shall use and update antivirus/anti malware periodically to protect his/her device and banking transactions from steal of User ID and Go Mobile PIN, or Passcode.

9. All risks that may arise from the negligence of the User and/or abuse in the Registration or Transaction not due to the negligence/fault of the Bank shall be full responsibility of the User himself/herself. The User hereby holds the Bank harmless from any claims that may arise, whether from other parties or from the User himself/herself, due to the negligence and/or abuse of the Registration or Transaction process such as but not limited to:
   i. Registering the Mobile Phone number that does not belong to the User;
   ii. Delegating someone else in the Registration process or Transaction process;
   iii. Giving wrong instructions;
   iv. The negligence to follow instructions, procedures and user guide of the Mobile Banking;
   v. Abuse of the User ID, Passcode, or Go Mobile PIN and/or Passcode by a third party.
   vi. Reduplication of Mobile Phone number of the User or Mobile Phone SIM Card take over and the use thereof by an authorized party.
   vii. Disruption by virus in the Mobile Phone or other components of the Mobile Phone .
   viii The User loses his/her device that is used for the mobile banking.
   ix. Breakdown of hardware and software of the cellular operator.
   x. Delay or failure or inaccuracy of data or instruction provided by the User due to the negligence of the User himself/herself or of a third party.
   xi. Double payments, where the payment is also made with the same purpose as the one that has been made by means of another facility in the Bank or outside the Bank.

xii. The Customer's Mobile Phone has been modified (jailbreak/rooted).

10. The Mobile Banking System shall be valid for an indefinite period so long as the User still has an Account and/or Credit Card (source of fund) in the Bank, but the Bank shall have the right to terminate and/or suspend the Mobile Banking for updates, maintenance or for other purposes on whatever reasons deemed proper by the Bank, with/without notice to the User in the events as follows:
    i. Technical
        a. In the event of disruption to the Mobile Banking System.
        b. The Mobile Banking System is under upgrade, modification and/or maintenance.
    ii. Non-Technical
        There is an indication that the Mobile Banking System is used for a crime or an activity with the purpose of violating the law by the User and/or the Owner of the Mobile Banking and/or by another party related to the Mobile Banking.

11. User hereby holds the Bank harmless from any claims that may arise from the losses that result from the termination and/or suspension of the Mobile Banking by the Bank as referred to in point 10 above.

**TRANSACTION LIMIT**

1. Each type of Financial Transaction has a transaction limit with reference to the applicable provisions of the limit;
2. The Bank shall have the right to determine the limit of a Mobile Banking Transaction that will be prescribed in the Mobile Banking System. The Bank, on its own discretion, shall have the right at any time to change the magnitude of the limit for each Transaction and such change will be promptly applied in the Mobile Banking System and will be notified by the Bank to the User through the information media that are commonly used by the Bank.

**FEES AND ACCOUNT DEBITING AUTHORITY**

1. The Bank shall have the right to charge fees to the User on each Transaction made by the User through the Mobile Banking, including but not limited to the transaction fee, transfer fee, bill payment fee, and other fees. The provisions of fees shall be fully prescribed by the Bank and will be informed to the Customer.
2. The Bank shall have the right to determine the amount of the fees that may arise from the making of a Transaction using the Mobile Banking as referred to above.
3. User hereby gives authority to the Bank to debit the Account of the User in the Bank in the amount of:
    i. The Financial Transaction value as per the instruction of the User to the Bank through the Mobile Banking; and/or
    ii. The Transaction fees related to the use of the Mobile Banking.
4. User shall bear the fees for the SMS used with the rate as determined by the Bank and the telecommunication service provider pursuant to the Cooperation Agreement entered into by the Bank and the telecommunication service provider, which among others consist of:
    i. The fee to receive the SMS (Passcode, notification on successful and failed transactions);
    ii. The use of SMS for the transaction menu;
    iii. The use of USSD Menu for the transaction;
    iv. Other activities that use the existing SMS media and that will be determined by the Bank in the future.

5. User shall also bear the fee of the data network and/or Internet used with the rate as determined by the telecommunication service provider.

**PROFILE IMAGE UPDATES**

1. User may update his/her profile image as he/she desires through the Setting menu in the Application.
2. In accordance with the applicable regulations of law, the User is not permitted to use an image with elements that constitute parts of sharp weapons, violence, illegal symbols, illegal drugs, advertisements, or pornographic contents.
3. The Bank shall not be responsible for the image used and uploaded by the User.

**TERMINATION OF MOBILE BANKING**

Mobile Banking access of the User will be terminated in the events as follows:

1. User request to close Mobile Banking at any time by filling in a Closing form or another form as determined by the Bank and submitting it to the appointed Branch Officer.
2. User files a request for closing the Mobile Banking through the CIMB Niaga Phone Banking.
3. User closes his/her Account in the Bank.
4. The Bank is required to fulfill a requirement in accordance with the applicable regulations of law.
5. The Bank undergoes disruption or stops providing Mobile Banking services. On such disruption or stoppage, the Bank will submit notification to the User through the media of information/announcement commonly used by the Bank for such purpose, or electronic banking media easily accessed by the User.
6. The Bank indicates that there is abuse of the account by the User in relation to a violation of law and/or the Bank is required to fulfill a requirement in accordance with the applicable regulations of law.

   In connection with the termination of the Mobile Banking, the User agrees to hold the Bank harmless from any claims or losses that may arise from such termination of Mobile Banking.

**BLOCKING OF MOBILE BANKING**

The Mobile Banking of the User will be blocked in the events as follows:

1. If User has wrongly entered Passcode at the time of Login or Go Mobile PIN at the time of transaction 3 (three) times, respectively. User can reactivate/ unblock Go Mobile through branch of the Bank or Phone Banking 14041.
2. If User forgets his/her Go Mobile PIN and/or the User knows or presumes that his/her Go Mobile PIN has been known by another person who is unauthorized and has been reported by the User for blocking purpose.

**HANDLING OF COMPLAINTS (Claims)**

1. For any question and/or complaint/claim related to certain transaction, Customer may file it in writing to a branch of the Bank and/or inform verbally through Phone Banking 14041 or e-mail 14041@cimbniaga.co.id.
2. User may file a complaint on a disputed transaction at the latest 30 (thirty) calendar days following the date of the Transaction. In case there is delay in User's report, the loss shall be full responsibility of the User.
3. In case the complaint is filed in writing, the User shall attach the copies of the Transaction slips and other supporting evidence.
4. The Bank will examine/investigate the claim of the User in accordance with the policies and procedures applicable in the Bank.

**EVIDENCE**

1. User agrees that records, copies or other forms of information or data storage shall be valid evidence of instructions from the User, as well as other means of communication that are received or sent by the Bank.
2. The Bank and the User agrees that the books and/or records of the Bank whether in the form of documents or electronic media and/or other documents (including but not limited to withdrawal media, letters and other

documents) kept and maintained by the Bank shall constitute legal and binding evidence on the parties.

3. User agrees that all instructions from the User that are received by the Bank will be treated as legal evidence although they are not made in the form of written or signed documents, and the User hereby undertakes to indemnify and hold the Bank harmless from any losses, liabilities, claims and costs (including reasonable legal costs) that arise in relation to the performance of such instructions.
4. The Bank will examine/investigate the claim of the User in accordance with the policies and procedures applicable in the Bank.

**FORCE MAJEURE**

User will hold the Bank harmless from any forms of claims in case the Bank cannot perform instructions from the User Customer whether partly or wholly due to the events or causes beyond control or capability of the Bank, including but not limited to natural disasters, war, insurrection, strike, riot, dysfunctional equipment, system or transmission, electric disruption, telecommunication disruption, regulations of authorized parties that exist now or will exist in the future, government policies as well as other events or causes beyond control or capability of the Bank.

**MISCELLANEOUS**

1. In the event of a change in the Terms and Conditions of CIMB Niaga Mobile Banking and other matters related to the Mobile Banking, before such change is made effective, the Bank will notify the User through announcement in the branch offices of the Bank or other media that are easily accessed by the User such as electronic banking media with due observance of the applicable regulations of law.
2. The Use of Mobile Banking shall be subject to the applicable rules and regulations in the Bank as well as all terms and conditions that govern all services and facilities and all transactions covered by the Mobile Banking.
3. Any losses that arise from the loss of the User's Mobile Phone and/or abuse of Go Mobile PIN that has not been reported to the Bank due to the fault/negligence of the User shall be the responsibility of the User.
4. The powers in these Terms and Conditions of Mobile Banking shall constitute legal powers that will not expire as long as the User still uses the Mobile Banking or there are other obligations of the User still pending to the Bank.
5. These Terms and Conditions of Mobile Banking shall be subject to and from one unity with and an integral part of the Account and Mobile Banking Opening Application and the General Terms and Conditions of Account Opening that have been signed by the User.
6. By signing these Terms and Conditions of Mobile Banking, User binds himself/herself on all Terms and Conditions of Mobile Banking and declares that the Bank has given sufficient explanation on the characteristics of the Mobile Banking that will be utilized by the User and the User has known and understood all the consequences of utilizing the Mobile Banking, including the benefits, risks and costs that attach to the Mobile Banking.
7. These Terms and Conditions of CIMB Niaga Mobile Banking along with all amendments or additions and/or renewals thereof are made, interpreted and effected under the State Law of the Republic of Indonesia. Any disputes that arise from or based on these Terms and Conditions of CIMB Niaga Mobile Banking will be settled in the manner as follows:
   a. The parties agree that any disputes or controversies that arise from and/or related to the exercise of these Terms and Conditions of CIMB Niaga Mobile Banking to the extent possible will be settled in deliberations.
   b. Any disputes or controversies that cannot be settled in deliberations by the parties will be settled by means of mediation in the banking sector in accordance with the applicable regulations of law.
   c. Any disputes or controversies that cannot be settled properly in deliberations and/or mediation in the banking sector will be settled through one of the District Courts in the territory of the Republic of Indonesia without prejudice to the rights of the Bank to file a lawsuit against the User through other Courts both within and outside the territory of the Republic of Indonesia and the User Customer hereby declares to waive his/her rights to file an objection to the relative power of the Court chosen by the Bank.

8. These Terms and Conditions of CIMB Niaga Mobile Banking have been adjusted to the regulations of law, including the regulations of the Financial Service Authority.

## TERMS AND CONDITIONS OF REKENING PONSEL

### REKENING PONSEL

1. Rekening Ponsel is a means to accommodate electronic money (e-money) of the Rekening Ponsel Owner in the Bank that uses the Mobile Phone number of the Account Owner as the identity number of the Rekening Ponsel. A Sharia Rekening Ponsel would use *akad wadi'ah* (custody).
2. The Bank will determine the telecommunication service provider whose Mobile Phone numbers can be used as Rekening Ponsel numbers.
3. Each Mobile Phone number may only be used for one Rekening Ponsel that can only be accessed through that Mobile Phone number.
4. On the balance of the electronic money saved in the Rekening Ponsel, the Bank shall not be obligated to pay interest. For Sharia Rekening Ponsels, the Bank shall not be obligated to pay bonus.
5. The mutation and balance of Rekening Ponsels are recorded in a special system of the Bank for the management of electronic money and are separate from the accounts of third parties in general and not included in the guaranty program of the Deposit Guaranty Institution pursuant to the Law of the Republic of Indonesia Number 24 of 2004 on Deposit Guaranty Institution.

### OPENING AND ACTIVATION OF REKENING PONSELS

1. Customer who owns an account in the Bank and has been registered as a user customer of Go Mobile ("Go Mobile User") has been provided a Rekening Ponsel in the Mobile Banking system that is ready for activation. The established Rekening Ponsel Number shall be the Mobile Phone number of the Customer registered in the Go Mobile system. By agreeing Go Mobile registration, User agree to link User's Account in CIMB Niaga with the User's Rekening Ponsel Account.
2. A Rekening Ponsel for a customer who has owned an account in the Bank but has not been registered as a Go Mobile User ("Customer") may be opened through a branch of the Bank or by registering the Go Mobile in a branch of the Bank or through the electronic banking service that provides the Go Mobile registration feature. The established Rekening Ponsel Number shall be the Mobile Phone number of the Customer registered in the Go Mobile system.
3. A Rekening Ponsel may also be opened by (i) a non-customer who has not owned an account in the Bank, (ii) a non-customer who has received a transfer of money in his/her Mobile Phone number or (iii) a Go Mobile User who will register another Mobile Phone number that is not registered in the Go Mobile system ("Non Customer") by registering and fulfilling the requirements for opening of a Rekening Ponsel and Go Mobile in a branch of the Bank. In this case, the established Rekening Ponsel number shall be the Mobile Phone number registered at the time of registration of the Rekening Ponsel.
4. A Go Mobile User and/or Non Customer who has registered a Rekening Ponsel shall be generally referred to as a "Rekening Ponsel Owner".
5. A new Rekening Ponsel will be activated after the Rekening Ponsel Owner has approved the Terms and Conditions of Rekening Ponsel.
6. Rekening Ponsel owned by a Rekening Ponsel Owner with the category of Non Customer might has different service/transaction features and limit from a Rekening Ponsel Owner with the category of **Banked** User, as will prescribed by the Bank from time to time.
7. A Rekening Ponsel Owner may access the Rekening Ponsel through a Mobile Phone using the Go Mobile system of the Bank, and therefore the terms and conditions that apply to the Go Mobile system shall also apply and constitute one unity with these Terms and Conditions of Rekening Ponsel.

**REKENING PONSEL TRANSACTIONS AND SERVICES**

1. A Rekening Ponsel Owner, according to its category, may receive banking services and make banking transactions, among others in the form of information of balance, information of transactions, transfers of money, payments of bills and cash transactions.
2. Cash transactions may be made in a branch of the Bank, ATM or Cash Deposit Machine (CDM) and may be made in compliance with the applicable procedures and regulations.
3. The Bank and the Rekening Ponsel Owner agree that the books and/or records of the Bank whether in the form of documents or electronic media and/or other documents (including but not limited to withdrawal media, letters and other documents) kept and maintained by the Bank shall constitute legal and binding evidence on the parties.
4. In case the Rekening Ponsel Owner dies, the Bank shall at any time have the right to block the Rekening Ponsel and shall only transfer the rights on the Rekening Ponsel to his/her heir or successor or the appointed party. The Bank shall have the right to require the document acceptable to the Bank evidencing his/her position as the heir or successor or the appointed party.

**LIMIT AND FEES**

1. The Bank shall have the right to charge costs to the Rekening Ponsel Owner on each activity of Rekening Ponsel including but not limited to administrative fee, cash withdrawal fee at the branch or at the ATM and other fees (if any), where the regulations on fees shall be fully prescribed by the Bank and will be informed to the Customer.
2. The Bank shall have the right to determine the limit on a transaction and the maximum limit on a placement of fund in the Rekening Ponsel pursuant to the regulations of the Bank and in accordance with the internal regulations of the Bank as well as the external regulations that apply thereto.
3. Besides the fees as referred to above, the Rekening Ponsel Owner shall also bear the fees for the SMS used with the rate as has been set by the telecommunication service provider pursuant to the agreement entered into by the Bank and the telecommunication service provider, which among others consist of:
   - The fee for receiving the SMS (Passcode, notification on successful and failed transactions);
   - The fee of SMS for the transaction menu;
   - Other activities that use the existing SMS media and that will be determined in the future.

**RESPONSIBILIIES & FORCE MAJEURE**

1. Bank Responsibilities
   a. Based on this Terms and Condition, Bank responsibilities is only limited to any failure on executing User instruction. The Bank shall have the right to determine the failure based on commercial standard applied by the Bank and legally applied in Banking Industry.
   b. User will hold the Bank harmless from any forms of claims shall there be any delay or failure on executing or on accuracy (as well as Bank will not be responsible to verify any provision) of each data or instruction given by the User due to any negligence of the User or any third party

c. User will hold the Bank harmless from any forms of claims in any condition shall there be any loss caused directly (consequential), incidental or specifically even in case User has been informed of any possibilities of the loss might caused.

2. Force Majeure
   User will hold the Bank harmless from any forms of claims in case the Bank cannot perform instructions from the User Customer whether partly or wholly due to the events or causes beyond control or capability of the Bank, including but not limited to natural disasters, war, insurrection, strike, riot, dysfunctional equipment, system or transmission, electric disruption, telecommunication disruption, regulations of authorized parties that exist now or will exist in the future, government policies as well as other events or causes beyond control or capability of the Bank.

**RESPONSIBILIIES OF REKENING PONSEL OWNERS**

1. A Rekening Ponsel Owner shall be responsible for the security of the Mobile Phone used as the medium to access the Rekening Ponsel that he/she owns by making adequate maintenance and storage to prevent failure or abuse and/or breach and/or misdeed by an irresponsible third party to the Rekening Ponsel.
2. The Rekening Ponsel Owner shall follow each step and direction in making activation, transaction or use of other banking services related to the Rekening Ponsel and the Rekening Ponsel Owner shall always act carefully with due observance of all risks that may arise in transactions through the Mobile Phone media and treat each security device personally and confidentially such as but not limited to the user code, Passcode, PIN confidential code, Passcode, m-Banking whether made by the Rekening Ponsel Owner himself/herself or established by the Bank's system.
3. With due observance of all conditions referred to above, the Rekening Ponsel Owner hereby declares to be fully responsible for any losses and claims resulting from the abuse and/or breach and/or misdeed to the Rekening Ponsel, including but not limited to the loss that is associated with the negligence and/or fault, carelessness or heedlessness as well as abuse of the security code by the Rekening Ponsel Owner and the Bank shall be held harmless from any losses and claims that arise from the Rekening Ponsel Owner and any third parties whosoever.

**BLOCKING AND CLOSING OF A REKENING PONSEL**

1. The Rekening Ponsel Owner may at any time block the Rekening Ponsel temporarily through Phone Banking 14041 and/or a branch of the Bank.
2. In the event of loss of Mobile Phone number, the Rekening Ponsel Owner shall promptly block the Mobile Phone number through the telecommunication service provider and block the Rekening Ponsel in the Bank.
3. The request for opening of the blocking and/or closing of the Rekening Ponsel by the Rekening Ponsel Owner may be filed in a branch of the Bank by attaching a written request to the Bank or in accordance with other procedures as prescribed by the Bank. In the event of blocking associated with a lost Mobile Phone number, the Rekening Ponsel may be reopened from the blocking if the Mobile Phone number has been activated and the request for opening of the blocking has been filed to a branch of the Bank by attaching a written request and presenting the identity card of the Rekening Ponsel Owner and a Police certificate or other requirements as prescribed by the Bank.
4. In case the Rekening Ponsel Owner has not made any Transaction on the Rekening Ponsel within 6 (six) months or a period that will be determined by the Bank in a row, the Bank shall have the right to change the

status of the Rekening Ponsel to be dormant and charge a dormant account management fee by withholding the Rekening Ponsel balance.

5. The Bank shall have the right to close the Rekening Ponsel with the reason that the Rekening Ponsel balance is zero or due to other causes.
6. The Rekening Ponsel shall expire if:
   a) The Rekening Ponsel Owner files a request for closing of the Rekening Ponsel and/or Go Mobile at any time by filling in a closing form or other forms as prescribed by the Bank and submits them to an officer in the appointed branch.
   b) The Bank is required to fulfill a requirement in accordance with the applicable regulations of law.
   c) The Bank undergoes disruption or stops providing Go Mobile services. On such stoppage, the Bank will submit notification to the Rekening Ponsel Owner through the media generally and commonly used by the Bank for such purpose, or electronic banking media easily accessed by the Rekening Ponsel Owner.
   d) The Bank indicates that there is abuse of the Rekening Ponsel by the Rekening Ponsel Owner or other third parties in relation to a violation of law and/or the Bank is required to fulfill a requirement in accordance with the applicable regulations of law.

**HANDLING OF COMPLAINTS (Claims)**

1. In case there is a question and/or complaint/claim related to a transaction, the Rekening Ponsel Owner may file it in writing to a branch of the Bank and/or orally through Phone Banking 14041 or e-mail 14041@cimbniaga.co.id.
2. The Rekening Ponsel Owner may file a complaint on a transaction at the latest 30 (thirty) calendar days following the date of the Transaction. In case the User is late in the reporting, the loss shall be full responsibility of the User.
3. In case the complaint is filed in writing, the Rekening Ponsel Owner shall attach the copies of the Transaction slips and other supporting evidence.

**SETTLEMENT OF DISPUTES**

These Terms and Conditions of Rekening Ponsel along with all amendments or additions and/or renewals thereof are made, interpreted and effected under the State Law of the Republic of Indonesia. Any disputes that arise from or based on these Terms and Conditions of Rekening Ponsel will be settled in the manner as follows:

1. The parties agree that any disputes or controversies that arise from and/or related to the exercise of these Terms and Conditions of Rekening Ponsel to the extent possible will be settled in deliberations.
2. Any disputes or controversies that cannot be settled in deliberations by the parties will be settled by means of mediation in the banking sector in accordance with the applicable regulations of law.
3. Any disputes or controversies that cannot be settled properly in deliberations and/or mediation in the banking sector will be settled through one of the District Courts in the territory of the Republic of Indonesia without prejudice to the rights of the Bank to file a lawsuit against the Rekening Ponsel Owner through other Courts both within and outside the territory of the Republic of Indonesia and the Rekening Ponsel Owner hereby declares to waive his/her rights to file an objection to the relative power of the Court chosen by the Bank.

**MISCELLANEOUS**

1. The Rekening Ponsel Owner agrees to provide and/or confirm the information required by the Bank related to the Rekening Ponsel Owner, Account or other financial data of the Rekening Ponsel Owner.

2. The Bank shall not be responsible for the unusability of the Rekening Ponsel to make a transaction in case the Mobile Phone number is blocked and/or deactivated by the telecommunication service provider or in the event of disrupted communication from the telecommunication service provider. The Rekening Ponsel Owner shall hold the Bank harmless from any claims and losses that may arise in the future.

3. In the event of a change in the Terms and Conditions of Rekening Ponsel and other matters related to the Rekening Ponsel, the Bank will notify the Rekening Ponsel Owner through announcement in the branch offices of the Bank or other media that are easily accessed by the Rekening Ponsel Owner such as electronic banking media with due observance of the applicable regulations of law.

4. Any fees and costs will be charged to the Rekening Ponsel. Therefore, the Bank shall at any time be authorized to debit the related Rekening Ponsel.

5. The Rekening Ponsel Owner hereby grants approval and authority to the Bank to:

    a. Contact the Rekening Ponsel Owner through private communication means, including but not limited to cellular phone, Short Message Service (SMS) and electronic mail (e-mail) for offering of products and/or services to the Rekening Ponsel Owner.

    b. Give to other parties, including but not limited to subsidiaries or affiliated parties of the Bank, information on data and/or activities of the Rekening Ponsel Owner as permitted pursuant to the applicable law for commercial purpose or for other purposes deemed reasonable and necessary by the Bank.

6. By approving the provisions in point 6 referred to above,

    a. The Rekening Ponsel Owner understands the explanation given by the Bank including the consequences thereof.

    b. The Rekening Ponsel Owner does not object to be contacted by the Bank or other parties for, among others, marketing of products.

7. To the extent applicable, the terms and conditions contained in the Terms and Conditions of Account Opening in the Bank and the Terms and Conditions of CIMB Niaga Go Mobile shall also be applicable to the Rekening Ponsel. In the event of inconsistencies between the two, the provisions that specifically govern the related matter shall prevail.

8. In regard to the matters that are not specifically governed in these Terms and Conditions of Rekening Ponsel, the Rekening Ponsel Owner hereby declares to be subject to all operational conditions and procedures that are generally applicable in the Bank related to other banking transactions and services such as but not limited to the conditions and procedures of verification, both signature verification and

electronic verification.

9. By signing these Terms and Conditions of Rekening Ponsel, the Rekening Ponsel Owner binds himself/herself on all Terms and Conditions of Rekening Ponsel and Mobile Banking (accessible through branchlessbanking.cimbniaga.co.id) and declares that the Bank has given sufficient explanation on the characteristics of the Rekening Ponsel and Mobile Banking products that will be utilized by the Rekening Ponsel Owner and the Rekening Ponsel Owner has known and understood all the consequences of utilizing the Rekening Ponsel products, including the benefits, risks and costs that attach to the Rekening Ponsel products.

10. These Terms and Conditions of Rekening Ponsel have been adjusted to the regulations of law, including the regulations of the Financial Service Authority.