

## Terms and Conditions

### I. DEFINITION

Unless the context determines otherwise, the following terms contained in this Terms and Conditions shall be interpreted and have the following meanings:

1. **“Bank”** is PT Bank QNB Indonesia Tbk, located in South Jakarta, covering the head office and branch offices, and Contact Center, licensed in and supervised by OJK (Otoritas Jasa Keuangan/Indonesian Financial Services Authority).
2. **“Telecommunication Partner”** is PT Indosat Tbk, a telecommunication service provider for UCan which provides Internet connection services and other related services.
3. **“Digital Service Provider”** is PT YuInsight Technologies International, a digital partner for UCan which provides digital infrastructure and related services.
4. **“UCan”** is a product of electronic financial service developed by Bank and Telecommunication Partner and Digital Service Provider that can be used for cash withdrawal feature.
5. **“Account”** is the virtual loan account opened by the Customer upon applying for UCan and obtaining approval from the Bank. Customer is hereby fully aware of tying himself/herself to the Bank by applying for UCan.
6. **“Customer”** means an individual registered as UCan user.
7. **“Mobile Application”** is a downloaded and installed IM3 App on the Customer’s smartphone which is used to apply for UCan and to accommodate transactions upon approval.
8. **“Contact Center”** is Contact Center of PT QNB Indonesia Tbk, a customer service center that can be contacted through phone calls and email,
9. **“Device”** refers to all electronic, wireless, communication, transmission, or telecommunication tools, hardware or media including and not limited to the Internet, computer or mobile tools, devices, terminal or system that may be required to access and use Mobile Application.
10. **“Cash Withdrawal”** refers to cash withdrawal transaction where Customer is able to receive a certain amount of cash which will be transferred to the account registered by the Customer on UCan.
11. **“SLIK”** refers to Sistem Layanan Informasi Keuangan (Financial Information Service System) which management is under the responsibility of Financial Services Authority

(OJK), which aim to carry out the duty of supervising and providing financial information services, one of it is to provide debtor information (iDeb)

12. **“Flat Rate”** refers to the method of interest calculation which amount based on the initial loan principal.
13. **“Daily Interest”** refers to the information of interest amount that will be charged to customers on daily basis of the loan principle, the amount coming from dividing the Monthly Interest with 30 (thirty) days.
14. **“Monthly Interest”** refers to the interest amount what will be charged to customers, the amount follows product’s terms.
15. **“Early Repayment”** refers to a feature that allows customer to do a full repayment of all remaining loan outstanding before due date.
16. **“Penalty of Early Repayment”** refers to a certain amount of money that will be charged to the Customer (regardless of the ongoing program’s terms and condition), in case the Customer requests and repayment of UCan loan prior to the end of loan period.

## II. CONDITIONS OF USE

1. The following requirements must be fulfilled in order to register to UCan:
  - a. At least 20 years and the maximum age is 55.
  - b. Have the authority to take legal action to sign a binding agreement with the Bank and is not prohibited to do so under the applicable laws, and
  - c. Indonesian Citizen.
2. Registration can only be made using the Mobile Application which can be downloaded and updated through the Apple store and Google play store. Therefore, the prospective Customer has to have own smartphone with minimum criteria set by the Bank and Telecommunication Partner and an active Indonesian phone number to get the text or OTP that will be sent by the Bank and/or Telecommunication Partner to complete verification or application procedure.
3. As part of the registration process, the electronic Indonesian ID Card (e-KTP) must be uploaded in photo form using smartphone camera through the Mobile Application. Then it will be continued with the Liveness and Biometric Verification process which is carried out based on the Bank’s assessment.
4. Customer has to have an active personal email address that is registered in Mobile Application with sufficient capacity to receive email that will be sent by Bank or Telecommunication Partner. The Bank and Partners are not responsible for the validity, ownership, activity, the capacity of the e-mail address
5. In accordance to the regulation, Customer is required to provide valid personal data when opening an Account. Customer must provide personal information as well as other information asked in Mobile Application correctly to complete the registration process. Bank, Telecommunication Partner and Digital Service Provider ensure that Customer’s personal data will be kept confidential and secure. The use of Customer’s personal data will comply with the applicable provision.
6. After the registration process is completed through the Mobile Application and upon approval, the Account will be automatically opened by Bank and Customer will receive a certain credit limit which varies for each Customer according to the criteria and assessment by the Bank.

7. Customer can choose to use the given UCan limit to make online purchases or and/or cash withdrawal to the registered savings account number on the Mobile Application under the same name as Customer's.
8. Information regarding Customer's monthly instalment and repayment date can be accessed through Mobile Application. The due date will be determined based on the date of the first transaction made by the Customer and will remain the same throughout UCan's usage period. The billing date is 3 (three) calendar days before the due date, where Customer can start making the repayment since the billing date until the due date.
9. Below is the table information of Due Date & Last Repayment Date

First transaction date	Due Date	Last Repayment Date
1,2,3	1	4
4,5,...,26,27	1,2,...,23,24 (D-3 first transaction date)	4,5,...,26,27 (D+3 due date)
28,29,30,31	25	28

Example:

The first transaction date performed by Customer is at 10 March

Last Repayment Date is on the 10<sup>th</sup> date of each month

Due Date is 3 days prior to the 10<sup>th</sup> date, which is on the 7<sup>th</sup> of every month

10. The interest calculation starts from the date of UCan limit is being used until the end of credit period. To avoid late payment fees, Customer is recommended to make the repayment within the period of the billing date until the due date.
11. The cash withdrawal transaction which done less than 15 calendar days prior to the next Due Date will be charged on the next due date with interest calculation following the product's term.
12. Early Repayment facility will be available after customer pay their loan at least for 4 months billing cycles.
13. Early repayment of UCan is only available for full payment of all outstanding instalment on the Customer's due date on the fourth months onwards
14. Early repayment is only available for customer who has flat interest on the loan, which customer who registered after 1<sup>st</sup> April 2022
15. There is a certain amount of fee that will be charged to Customer for early repayment/ early repayment penalty, the amount charged refers to the final confirmation upon each Early Repayment transaction
16. Cash Withdrawal transaction cannot be performed between 23:30 – 00:00 and 01:00 – 01:10.
17. The debiting and crediting of Account are executed by cash withdrawal, loan repayment, purchase transactions, or by other means provided by the Bank based on the Customer's instruction.
18. Customer will be required to authorize the financial instructions using various types of security information (e.g. PIN, password, and face verification). Customer is solely responsible for the use and the confidentiality of all the security information used for the transaction. Customer has to ensure that he/she does not share the security information to other parties including but not limited to Bank, Telecommunication Partner and Digital Service Provider staff. All consequences that occur in connection with the security information including but not limited to mistakes or negligence of Customer in maintaining the security information, are entirely fully responsibility of Customer.

19. Customer agrees that Bank holds the full right and authority to adjust the limit, close, block, and/or freeze the Account and/or financial services/facilities, as well as to charge the Customer for administration fees and other charges arising from the account closure, in the event the following cases occur:
  - a. The Customer makes transactions that are prohibited, uses the financial facilities provided that are not according to their designation, the performance of the usage that is considered by the Bank is not good, and/or other matters based on the consideration of the Bank.
  - b. Customer's Account is at least allegedly has been misused, including but not limited to accommodate and/or support criminal activities and/or involved in fraud activities/intention related to Customer's account and/or financial services/facilities including the ones that inflict losses to the society and other parties, and/or the Bank and Telecommunication Partner.
  - c. Customer provides data/information that is considered suspicious by any of the Bank and Telecommunication Partner and/or provides data/information that is false/invalid/incomplete, and/or unwilling to provide any data/information requested by Bank and Telecommunication Partner in accordance with the applicable laws and regulations. The Customer is exposed to the screening sanction according to the Bank's policy.
  - d. Customer's data profile matches with the Terrorist and Terrorist Group Watch List (*Daftar Teroris dan Terduga Teroris – DTTOT*) and the Weapons of Mass Destruction proliferation watch list; or
  - e. There is a written request from the police, prosecutors, courts, Center of Financial Transaction Reports and Analysis Center (PPATK), Tax Office, or other competent authority in accordance with the applicable laws and regulations or to fulfil certain obligation/debt that has not been resolved by the Customer.
  - f. Customer no longer has any payment obligations to Bank which arising from or in connection with UCan including principal, interest, penalties, and any other fees (if any).
20. In the event of Account blocking by the bank and/or by order of the police or prosecutor's office, or confiscation by the court and/or other authorized agencies in accordance with the Applicable Regulations, the Customer releases the Bank from all claims related to circumstances that occur as a result of blocking or confiscation.
21. The Customer has the right to request the Bank to temporarily block the Account by giving notice either in writing or verbally to the Bank, where the Bank will only carry out verbal notification after the Bank verifies the Customer's data in accordance with applicable regulations. Request for unblocking of the Account must be made and submitted in writing by the Customer to the Bank. The Customer has the right to request the Bank to close the Account by giving written notice to the Bank.
22. In the case where the Account will be closed due to the above-mentioned reasons, Bank will immediately freeze the remaining UCan limit in accordance with the procedures and regulations of the Bank. The Bank holds the right to withhold the reason behind the closure unless stated otherwise in regulations.
23. Only in the event that the Customer:
  - a. Pass Away
  - b. Bankrupt

- c. Failed to pay
- d. Under a guardianship due to certain conditions; and/or
- e. Does not hold the rights to organize, maintain, or retail wealth

The Account may be closed and the remaining used loan balance will be paid by the legally appointed party/heir/substitute in accordance with the law and regulations as well as the Bank's policy. The Bank is hereby entitled to check the comprehensiveness and the validity of the submitted documents.

24. UCan can only be used by the Customer alone and shall not be handed over or transferred in any form and in any way to other parties.

### **III. TRANSACTION RECORDS**

1. The recording of every transaction within the Account and caused limit balance changes will be issued in the appropriated format determined by the Bank.
2. The Bank will issue a transaction receipt such as, but not limited to, transaction receipt that can be seen by the Customer through the Mobile Application.
3. If the Bank has not received any inquiry/complaint from the Customer within 7 (seven) calendar days after the transactions receipt is issued through the Mobile Application, the Customer hereby agrees to the stated information.

### **IV. INTEREST AND FEES**

1. Bank has the authority to determine the interest rates and interest calculation method in accordance with the regulation, and the Customer will be informed according to the applicable regulation.
2. UCan interest calculation method is flat rate effective as of 1 April 2022 for UCan customers registered since 1 April 2022, and effective as of 20 April 2022 for UCan customers registered before 1 April 2022.
3. Information regarding the fees and its related details can also be obtained by contacting Contact Center, through Mobile Application and the Bank's or Telecommunication Partner's website.
4. UCan interest rate is calculated based on annual interest divided by 12 (twelve) months and the calculation of interest will be calculated every month until the Customer repays all payment obligations. The interest calculation depends on loan principal, annual interest, and the payment period (in months).
5. Rounding of interest loan calculation that will be charged to customers may occurred.
6. Customer is responsible for these following fees that will be charged in this service:
  - a. Cash Withdrawal Fee  
Customer is obligated to pay fees related to the cash withdrawal activity from the given UCan's limit. These fees are Administration Fees that will be charged in advance toward the cash withdrawal amount and Interest Fee.

b. Late Payment Fee

The Bank will charge late payment fees to the Customer if the repayment is not received by the due date or the Customer makes the repayment in an amount less than the specified repayment amount.

c. Penalty of Early Repayment

Is a certain amount of money that will be charged to Customer, in case the Customer do an Early Repayment.

7. The fee table that charged by Bank:

Description	Fee
Cash Withdrawal Administration Fee	<u>Existing customer</u> : 5% of the principal loan and will be charged upfront <u>New and/or existing customer who conduct cash withdrawal starts from 25 May 2023</u> : 7.5% of the principal loan and will be charged upfront
Cash Withdrawal Interest Fee	<u>Existing customer</u> : 2.95% to 6.45% per month depending on Bank's regulation based on the evaluation of Customer's UCan application and the available tenure. Interest that will be charged refers to the final confirmation upon each Cash Withdrawal transaction <u>New and/or existing customer who conduct cash withdrawal starts from 25 May 2023</u> : 2.95% to 7.5% per month depending on Bank's regulation based on the evaluation of Customer's UCan application and the available tenure. Interest that will be charged refers to the final confirmation upon each Cash Withdrawal transaction
Late Repayment Fee	0.3% of the remaining overdue principal balance per day
Penalty of Early Repayment	The amount is accumulation of the total interest that shall be paid by customer, calculated since Early Repayment to the end of loan period.

Interest rate and Fee as follows:

Interest and Fee	Previously	Updated	Effective date
Interest rate (paid per month)	2.95% until 6.45%	2.95% until 7.5%	25 May 2023
Late fee (charged per day)	0.3%	No change	-
Admin Fee (paid upfront, per Cash Withdrawal transaction)	5%	7.5%	25 May 2023

Note:

- Interest rate and admin fee will be applied for New and/or Existing Customer who conduct cash withdrawal starts from 25 May 2023.
- Customers who apply for a loan by May 24, 2023 will still be charged interest and admin fees that were old/valid before and are not subject to changes, unless they take a new loan at UCan starting May 25, 2023

- Existing customers with loans taken before 25 May 2023, will not be charged changes in interest, admin fees, and instalments until maturity

#### 8. Example Of UCan Interest & Fee Calculation

Following is the example of UCan loan interest calculation:

Mr. A is taking a Cash Withdrawal at the amount of IDR 1.200.000 (one million two hundred thousand Rupiah), with 12 months loan tenure. Transaction conducted on 22 June 2023, with interest at 6% per month.

Transaction Date	Amount (IDR)	Tenure (month)	Due Date	Interest
22 June 2023	1.200.000	12	On 19th	6%

Loan Principal	IDR1.200.000
Cash Withdrawal Admin Fee	IDR90.000
Amount received	IDR1.110.000
Total Interest	IDR864.000

Date	Principal (IDR)	Interest (IDR)	Payment (IDR)
19-Jul-23	100.000	72.000	172.000
19-Aug-23	100.000	72.000	172.000
19-Sep-23	100.000	72.000	172.000
19-Oct-23	100.000	72.000	172.000
19-Nov-23	100.000	72.000	172.000
19-Dec-23	100.000	72.000	172.000
19-Jan-24	100.000	72.000	172.000
19-Feb-24	100.000	72.000	172.000
19-Mar-24	100.000	72.000	172.000
19-Apr-24	100.000	72.000	172.000
19-May-24	100.000	72.000	172.000
19-Jun-24	100.000	72.000	172.000
<b>Total Payment</b>			<b>2.064.000</b>

Mr. A may see that UCan Daily Interest advertised as low as 0.2% per day. The figure of 0.2% interest per day is calculated from 6% Monthly Interest divided by 30 days. If Mr. A is taking cash withdrawal IDR1.200.000, then the interest will be IDR72.000 per month, or at IDR2.400 per day.

## V. BENEFITS AND RISKS

### BENEFITS

- Mobile Application is available for the Customer to perform all financial and non-financial transactions services provided by Bank and/or Telecommunication Partner. The Customer

will be assisted by the Contact Center for any financial and non-financial service assistance only when the Mobile Application cannot be used for a reasonable cause.

2. Contact Center is available for any Customer support such as inquiries or complaints.
3. UCan can be used for cash withdrawal by transferring the fund to a saving account that is registered by Customer.

## **RISKS**

1. The Customer is fully responsible to ensure that all the data and instructions provided to the Bank are correct and complete. Bank shall not be responsible for the result of any mistake, negligence, incompleteness or vagueness of the data and/or the instructions given by the Customer.
2. For each of the transaction using the Mobile Application, the data and/or the instructions provided by the Customer shall be considered as true and valid to be executed by the Bank.
3. The Customer hereby agrees that the Bank reserves the right and authority to stop or postpone the execution of the Customer's instruction including, but are not limited to the following circumstances:
  - a. Insufficient UCan limit balance
  - b. The Account was subject to confiscation or block; and/or
  - c. The Bank has the reasonable ground to suspect any fraud or criminal intend
4. Customer hereby agrees that Bank reserves the right and authority to suspend the service on the Mobile Application for a predetermined period of time for maintenance purposes, and for other purposes deemed valid by the Bank, with or without prior notice to the Customer and without responsibility to anyone.
5. The Customer hereby agrees that Bank, Telecommunication Partner, and Digital Service Provider hold the absolute right to update, modify or change the website or the software used to access Mobile Application at any time with or without prior notice to the Customer and without providing any reason.
6. The Customer hereby agrees that the Bank reserves the right not to support the previous version of the software of Mobile Application. If the Customer fails to update the relevant software or use the enhanced version, Bank and Telecommunication Partner shall not be responsible for any consequences thereof.

## **VI. STATEMENT AND AUTHORITY**

1. By submitting an application for UCan, receiving the application approval from Bank and using the given UCan limit, Customer acknowledges that he/she has owed to the Bank consisting of the principal amount, interest, and other fees that must be paid by the Customer to the Bank.
2. Customer hereby declares that every data, description, supporting document (if needed), and electronic signature in the Account application and/or financial services/facilities used by the Customer, every Account operational instruction and/or financial services/facilities, also the authority/rights given by the Customer to a third party (if any) as well as the authority/rights given to the Bank are valid and legally binding to Account and/or financial service/facility, unless indicated otherwise.

3. The Customer is obliged to provide information to the Bank immediately for every change in name, address, telephone number, NPWP number and any other items that are different from the previously submitted data/description provided by the Customer to Bank. Failure or lateness to inform the above changes is entirely the Customer's sole responsibility. In the event that the Bank has not received any information regarding the data changes, the Bank will use the existing Customer Data recorded in the Bank's system, which the data is considered as the valid data.
4. Customer hereby declares that:
  - a. Bank holds the right to perform validity tests to the data provided by Customer on the Account application to receive other services/facilities or any other similar application, and holds the right to request any additional data deemed necessary by the Bank;
  - b. Bank has given sufficient explanation regarding the characteristic of the UCan that will be used by the Customer, and the Customer has fully understood the consequences including but not limited to the benefits, losses, risks, and fees that may occur in relation to the Bank's product.
5. Customer hereby declares to authorize the Bank to directly debit the fund from the Customer's Account for the purpose of financial transaction.
6. **Customer hereby and authorizes Bank to provide information regarding the Customer's personal data that will be and/or have been provided by the Customer or that will be and/or have been obtained from any party to a third party appointed by the Bank for administrative and verification needs, surveys, billing, as well as other service improvement purposes.**
7. **Regardless of the aforementioned regulations, Customer hereby grants the power of attorney to Bank, Telecommunication Partner and Digital Service Provider to disclose information related to the Customer, including but not limited to, information about the amount of UCan limit balance or other particular matters relating to the Account to the Bank's Controlling Shareholder/Last Controlling Shareholder, subsidiaries and affiliates.**
8. **Bank, Telecommunication Partner and Digital Service Provider may read, obtain, collect, process and analyse the information in the Customer's Account that is deemed relevant to the services/products chosen by the Customer or the services/products of the Bank that will be offered to the Customer.**
9. **By agreeing to these Terms and Conditions, the Customer agrees to receive information and/or offers of UCan products and/or programs through communication channels owned by the Bank and the Telecommunication Partner regarding services/products used by the Customer and/or the Bank's services/products deemed relevant to the Customer.**
10. **The Customer hereby declares that it has understood and fully realized all risks arising from transactions, whether through the Mobile Application, other media determined by the Bank, Telecommunication Partner and Digital Service Provider, or related to other financial transactions, and is fully responsible for the transactions processed, including in the event of misuse of the Account and/or financial facilities/services for any reason.**
11. **Customer agrees to release the Bank, Telecommunication Partner and Digital Service Provider from all losses, liabilities, claims, lawsuits, resistance, any remedies and costs (including legal fees) submitted by the Customer or any party that may arise in**

**connection with the execution of the instructions of the Bank, Telecommunication Partner and Digital Service Provider, except in cases when the Customer can prove otherwise and/or the transaction was carried out incorrectly by the Bank, Telecommunication Partner and Digital Service Provider.**

12. Customer hereby declares that the Customer is willing to be visited and/or contacted by Bank and Partners and the affiliated third parties or subsidiaries, through the Customer's personal communication to convey information (including products and/or services) from Monday to Saturday, excluding the national holiday, between 08.00 – 18.00 local time in Indonesia.
13. Customer hereby declares that the Bank, Telecommunication Partner and Digital Service Provider are exempted from any claim/lawsuit for damages arising from system and/or communication facilities failure caused by external factors beyond the control of any of the Bank and Partners.
14. Customer hereby declares to be a subject and bound to this Terms and Conditions, the terms and conditions related to the Account and/or financial facilities/services (which constitute an integral and inseparable part of this Terms and Conditions) will be accepted by the Customer such as the prevailing laws, legislation and any of the Bank, Telecommunication Partner and Digital Service Provider authority in the Republic of Indonesia, determined by the Republic of Indonesia in relation to financial facilities/services provided by the Bank, Telecommunication Partner and Digital Service Provider to the Customer (including but not limited to electronic transaction process).
15. Customer agrees and acknowledges that the Bank has the authority to upgrade, modify or supplement the Terms and Conditions in accordance with the applicable regulations. Any change, addition or update to these Terms and Conditions will be informed through any of the Customer's means of communication/information and Customer is bound to such changes in the future.
16. Customer agrees to receive notification through electronic means in accordance with the applicable law, these Terms and Conditions, as well as any other notices regarding the use of the Account or products/services provided by Bank, Telecommunication Partner and Digital Service Provider . Electronic means refer, but are not limited, to electronic mail or displayed information on the website's pages, or on Mobile Application, or through wireless means of communication. The above terms, agreements, and notifications shall be deemed to have been received upon publication.
17. Customer hereby declares to be agreed that he/she is required to provide additional information and/or documents requested by the Bank, Telecommunication Partner and Digital Service Provider in relation to Customer's transaction and profile, if needed.
18. Customer hereby understands and agrees on the use of electronic delivery methods to transmit the Customer data and any risks associated with it. Customer also declares that he/she agrees to exempt the Bank from any loss that may occur.
19. Customer hereby agrees and authorizes the Bank to store, process or use properly including but not limited to check Customer's credit history or credit data through the SLIK system or other authorized credit bureau or to other third parties for verification and assessment of customer's data before approving customer's UCan application.
20. Customer agrees and acknowledges that the Bank has the authority to reject Customers' UCan application.
21. All authority granted by the Customer in the Terms and Conditions is granted with the right of substitution, and as long as the Customer's obligations to the Bank have not been fully completed, such authority cannot be withdrawn and terminated for any reason,

- including but not limited to the reasons mentioned in Article 1813 of the Civil Law because such authority is an integral component of the existing Terms and Conditions.
22. The loan facility provided to the Customer will continue to be valid/automatically renewed as long as there is no request from the customer to terminate/close the facility (automatic revolving).
  23. The Customer hereby agrees and acknowledges that the Bank has the right and authority, with prior notice to the Customer, to transfer any and all its rights and/or obligations under these Terms and Conditions to any party at the Bank's sole discretion and decision. If the Bank conducts the transfer and the Customer objects to that transfer, the Customer has the right to settle all its loan obligations, including principal, interest, and any other fees (if any), before the effective date of the transfer. The Customer hereby agrees and acknowledges that the transfer of rights and/or obligations by the Bank shall not in any case affect, diminish, release, or discharge the Customer from all its payment obligations agreed upon with the Bank. The Customer hereby agrees and acknowledges that the Customer is not entitled to transfer its rights and/or obligations under these Terms and Conditions to any party.
  24. The Customer hereby understands that in the event the Bank transfers its rights and/or obligations as abovementioned, the Customer will be then informed on any change to the means and method of payment for the settlement of all its payment obligations.

## **VII. SECURITY INFORMATION**

1. Security information such as the User Name, Password, OTP (One Time Password), QR code, and/or PIN may be required for login, device activation, and the execution of each transaction as required by the Bank, Telecommunication Partner and Digital Service Provider for authentication purposes. All the security information will be created and set by the Customer. Customer is required to create a solid password and must not use a combination that can be easily guessed or use personal information such as date of birth and address. The use of such information shall be considered as Customer's negligence. The customer is fully responsible for the security and the confidentiality of all the Customer's application usage.
2. The security information confidentiality is Customer's sole responsibility because the information is equivalent to a written instruction signed by the Customer, and shall be treated as an explicit authorization by the Customer for any of the Bank, Telecommunication Partner and Digital Service Provider to carry out transactions through the Mobile Application.
3. The Bank, Telecommunication Partner and Digital Service Provider shall not be responsible for any losses suffered by the Customer in connection with the Fingerprint/Touch ID/Face Recognition/Face ID login feature in accordance with the device settings used by the Customer (whether intentionally or unintentionally) or the use of the Mobile Application and/or UCan, even if one of the Banks, Telecommunication Partner and Digital Service Provider has informed of the possibility of losses experienced, including but not limited to losses arising from:
  - a. The violation of the policy related to the login process using the Mobile Application's Fingerprint/Face Recognition/Face ID feature;
  - b. The event of an unauthorized access and/or the use of unauthorized electronic devices;

- c. The use of information or data related to Customer in any form by another party due to the use of UCan and/or information obtained from the use of Fingerprint/Face Recognition/Face ID login feature during the login process through Mobile Application;
  - d. Accessing the Mobile Application using the Fingerprint/Touch ID/Face Recognition/Face ID login feature by parties other than the Customer; and/or
  - e. Any event outside of the Bank, Telecommunication Partner and Digital Service Provider control or due to improper use; and/or a termination or a cessation during a Fingerprint/Face Recognition/Face ID login or the Mobile Application login
4. The Bank, Telecommunication Partner and Digital Service Provider will submit a verification process that meets the Bank and Partners' standard to enable the Customer to perform financial and/or non-financial transactions.
5. The Customer is responsible for obtaining and using the software and/or equipment needed to access Mobile Application with the risk borne by the Customer.
6. Customer is also responsible for the performance and the security (including but not limited to taking all the necessary measures to prevent unauthorized use or access) of any equipment used by the Customer to access Mobile Application.
7. The Customer must ensure that the equipment used to access Mobile Application is free from electronic failure, mechanical failure or data corruption, computer viruses, bugs and/or software that is harmful/prohibited by the telecommunication service provider, or the manufacturer or the vendor of the relevant equipment. This includes:
  - a. The regular use of the Customer's personal computers, mobile devices and/or other devices with software such as the latest anti-virus, anti-malware, and firewall software which are kept up to date and ran with the latest anti-virus signatures;
  - b. Ensuring that the Customer does not jailbreak, root, or modify the mobile device and/or other equipment, or download any prohibited application because it may increase the device's vulnerability to viruses and malware.
8. Customer hereby agrees to exempt any of the Bank, Telecommunication Partner and Digital Service Provider from the responsibility of electronic/mechanical malfunction, data corruption, computer virus, bugs and/or any other harmful software that may be caused by services provided by the relevant internet service provider or information service provider.
9. The Bank, Telecommunication Partner and Digital Service Provider are exempted by the Customer from any loss and legal implication that may arise from the violation of the funds withdrawal rules, which adds the Customer to the National Customer Black List (*Daftar Hitam Nasional – DHN*) issued by Bank Indonesia and/or the OJK (*Otoritas Jasa Keuangan/Indonesian Financial Services Authority*)
10. By using the Mobile Application, the Customer understands that all communications and instructions from the Customer received by the Bank, Telecommunication Partner and Digital Service Provider will be treated as legitimate evidence despite not being in the form of a written document or issued in the form of signed documents, and therefore, the Customer agrees to compensate and release the Bank, Telecommunication Partner and Digital Service Provider from any loss, liability, claims, and expenses (including legal fees) that may arise from the execution of the Customer's instructions.

#### VIII. LAW AND CORRESPONDING JURISDICTION

1. The interpretation and the implementation of these Terms and Conditions are regulated by and abide with the applicable law of the Republic of Indonesia.
2. Matters related to these Terms and Conditions as well as its consequences, will be legally domiciled within the South Jakarta District Court without limiting any of the Bank and Partners' rights of legal proceedings or indictment to Customer in other Indonesian courts.
3. The Customer and the Bank mutually agreed to ignore and waive Article 1266 of the Indonesian Civil Code so that in the event of cancellation of the agreement, the customer agrees not to go through the District Court.
4. This Terms and Condition has been adjusted to the provisions of laws and regulations, including the POJK (*Peraturan Otoritas Jasa Keuangan*).
5. In addition to the dispute resolution through the court as stipulated in the clause 2 above, disputes can also be resolved through Alternative Dispute Resolution Institution including through Arbitration at *Lembaga Alternatif Penyelesaian Sengketa Perbankan Indonesia (LAPSPI)* / *Lembaga Alternatif Penyelesaian Sengketa Sektor Jasa Keuangan (LAPS SJK)*, provided that if agreed to use an Arbitration institution as a forum for dispute resolution, the Parties cannot choose the District Court as the option for dispute resolution, and vice versa.
6. These terms and conditions are made in 2 version, Indonesian Language and English Language. In the event that there are differences in meaning/intentions, among others, due to the differences in interpretation or differences in the process of translating the language, then the Indonesian Language shall prevail and be binding.

#### IX. FORCE MAJEURE

1. The Customer shall exempt the Bank, Telecommunication Partner and Digital Service Provider from all claims, if the Bank, Telecommunication Partner and Digital Service Provider are unable to execute instructions from the Customer, both entirely or in part, due to events or causes beyond the control or capability of the Bank, Telecommunication Partner and Digital Service Provider, including but not limited to natural disasters, wars, riots, hardware condition, failure to electronic or transmission infrastructure systems, power failures, telecommunication interruptions, failure of the clearing system or any other matter determined by Bank Indonesia or other authorized institutions.
2. Once the event when the Bank, Telecommunication Partner and Digital Service Provider are unable to execute the instruction from the customer ends, the Bank, Telecommunication Partner and Digital Service Provider will resume the instruction within the period based on the provisions of Bank Indonesia and/or OJK (*Otoritas Jasa Keuangan*).

#### X. QUESTIONS AND COMPLAINTS

1. Customer may contact the QNB Indonesia Contact Center for inquiry, file a request, and/or file a complaint to +62 21 300 55 300. If the Customer wishes to file a written complaint, a proof of evidence must be attached to support the complaint.
2. Questions and/or complaints related to services from the Customer can be made on Monday to Sunday including national holidays for 24 hours.

3. Should the complaint is related to the completed financial transactions, the Customer must submit the complaint within 7 (seven) working days since the financial transaction was made.
4. Bank and Partners will perform an examination/investigation toward the complaint and will be resolved in accordance with the policies and procedures applicable at the Bank which can be seen in the FAQ in the homepage of UCan.
5. Customer shall not provide any rewards, commissions, additional money, services, money or valuables or any other form that can be likened thereto which is prohibited from being received by officers or employees of the Bank either directly or indirectly.
6. Customer is willing to report to the Bank's management if there is any attempt or method made by an official or employee of the Bank/Partner to violate the prohibition as referred to in Article 5 above. Reports can be submitted via email [ayolapor@qnb.co.id](mailto:ayolapor@qnb.co.id) or phone 021-50857925

Any changes on fee, terms and conditions that stated in this document will be informed in advance to Customer prior to its effectiveness, Bank will convey the change(s) through the media for providing information/announcements commonly used by the Bank for this purpose, such as through announcements at the Bank's office and/or website or through other media including electronic banking media that are easily accessible by the Customer with due observance of the applicable regulations. If the Customer does not agree with the changes, the Customer may, no later than 30 (thirty) working days after the Bank's notification, inform its disagreement by contacting QNB Indonesia Contact Center at +62 21 300 55 300 or by email at [contact.center@qnb.co.id](mailto:contact.center@qnb.co.id). If the Bank does not receive any objection or response from the Customer regarding the changes within 30 (thirty) working days after the Bank's notification, the Customer shall be deemed to have given its agreement to the changes and the Customer shall be subject to and bound by those changes.

All forms of consent provided by the Customer through this platform are an integral part of these Terms and Conditions.

For the better understanding between Bank and Customer, Customer is required to read this entire Terms and Conditions or the other conditions on the Bank's website and FAQ in the homepage of UCan, according to the specific services that Customer will receive so that Customer hereby acknowledges that Customer has read the entire Terms and Conditions carefully when Customer submits the application, and Customer fully understands and agrees to all the conditions in this Terms and Conditions. If Customer does not agree with the conditions and/or the contents of this Terms and Conditions, or cannot accurately understand the interpretation of these conditions, then please do not continue with this Terms and Conditions.

By reading, understanding and agreeing to these Terms and Conditions, the Customer binds himself/herself to this Terms and Conditions, and all the terms and conditions set by the Bank, including the ones in the future related to UCan, and Customer states that the Bank has provided sufficient explanations regarding UCan, the Account, and/or financial facilities/services the Customer will use and has understood all the consequences using the UCan and/or financial facilities/services, along with the benefits, risks, and costs inherent in UCan and/or financial facilities/services.

PT Bank QNB Indonesia Tbk is licensed and supervised by Financial Services Authority (OJK), Bank Indonesia (BI) and a member of Indonesian Deposit Insurance Corporation (LPS)