



## TERMS AND CONDITIONS FOR SAKUKU PT BANK CENTRAL ASIA Tbk (“BCA”)

### A. DEFINITIONS

1. **Sakuku** means a server-based electronic money denominated in rupiah using a cellular phone (cell phone) number as the account number.
2. **Customer** means an individual that is registered as a Sakuku user.
3. **Cellular Operator** means a company that provides cellular network services.
4. **SMS (Short Message Service)** means a short text message that can be received and/or sent by the Customer via a cell phone and that can be viewed on the cell phone screen.
5. **Transaction** means a transaction that can be made by the Customer using Sakuku, such as payment of a purchase transaction transfer, cash withdrawal, balance inquiry, transaction history inquiry, mobile recharge, mobile recharge request, and other transaction requests according to the provisions applicable at BCA, which will be notified by BCA to the Customer in any form and through any means according to the prevailing law.
6. **Co-Partner** means a party that has entered into a cooperation with BCA to connect the Customer’s account on the Co-Partner’s Platform with the Customer’s Sakuku account.
7. **Co-Partner’s Platform** means a website or application that is owned and/or administered by the Co-Partner or another party appointed by the Co-Partner at the responsibility of the Co-Partner .
8. **Terms and Conditions** means these Terms and Conditions for Sakuku of PT Bank Central Asia Tbk (“BCA”).

### B. REGISTRATION AND ACTIVATION OF SAKUKU

1. The Customer can obtain the Sakuku application by downloading the Sakuku application through:
  - a. BCA’s official website
  - b. the official application/software distribution media designated by BCA and owned by the mobile operating system used on the Customer’s cell phone;
2. The Customer can register for Sakuku by entering the required data such as name, date of birth, and email address on the Sakuku application or the Co-Partner’s Platform.
3. If the Customer has previously owned a Sakuku account and the Customer wishes to use the same cell phone number to use Sakuku on the Co-Partner’s Platform, the Customer can activate the Sakuku account on the Co-Partner’s Platform by entering the same personal data as those previously provided by the Customer when registering for the Sakuku account already owned by the Customer.
4. To conduct a transaction using Sakuku, the Customer can first transfer funds to or top up Sakuku through BCA Automated Teller Machine (ATM), KlikBCA Individual, myBCA, other BCA channels or non-BCA channels as may be determined by BCA.

### C. TERMS OF USE

1. **Sakuku Number** means the cell phone number used by the Customer to register for or activate Sakuku on the Sakuku application or the Co-Partner’s Platform. Furthermore, the Customer’s cell phone number will be used as a means of authorization for a Transaction.

2. The Customer must register and use the Customer's own cell phone number. All consequences arising from the registration of another person's cell phone number shall be the sole responsibility of the Customer, and the Customer hereby holds BCA harmless against all claims, suits, and/or other legal proceedings made by any party.
3. One cell phone number can only be used for registration or activation of 1 (one) Sakuku account on the Sakuku application and/or 1 (one) account oneach Co-Partner's Platform.
4. The Customer is fully responsible for the use of the Sakuku number, including for any misuse of the Sakuku number.
5. The Transaction can be made by the Customer through the Sakuku application on the Customer's cell phone, the Co-Partner's Platform, and/or through other means according to the provisions applicable at BCA, which will be notified by BCA to the Customer in any form and through any means according to the prevailing law.
6. The Customer must run version upgrade of the Sakuku application and/or the Co-Partner's Platform whenever there is a need to upgrade the Sakuku application and/or the Co-Partner's Platform.
7. The Customer's failure to run a version upgrade of the Sakuku application and/or the Co-Partner's Platform may lead to the Customer's limited ability to access certain features on the Sakuku application and/or the Co-Partner's Platform.
8. The Customer will be charged a fee for each SMS sent in connection with any Sakuku transaction that requires an SMS, such as a registration and verification process. The SMS rate shall follow the applicable rate determined by the Cellular Operator.
9. If the SIM card of cell phone number registered as the Sakuku number is stolen or lost, the Customer must immediately contact Halo BCA.
10. The funds stored on Sakuku shall not earn interest and are not subject to tax.
11. In the event of any discrepancy between the balance on Sakuku and the balance on record with BCA, the balance or the records held by BCA will prevail, except it can be proven that there is an error in the balance or log recorded by BCA .
12. The Customer may modify the Customer's data in accordance with the provisions applicable at BCA.
13. In the event the Customer uses Sakuku on the Co-Partner Platform, the Customer hereby gives consent to BCA to provide the Co-Partner with the Customer's data, the Customer's Sakuku account data (including information on the Sakuku number and balance), and the data of any Transaction made by the Customer.
14. BCA has the right to make any correction to the Customer's balance if there is error made by BCA.
15. The Sakuku account can be closed by the Customer via Halo BCA.
16. The funds stored in Sakuku are not classified as deposit as referred to in the banking law, and therefore the funds stored in Sakuku are not covered by the insurance scheme provided by the Deposit Insurance Corporation (LPS).
17. The Customer hereby agrees that BCA has the right to inform the Customer's name, Sakuku number, and/or Transaction data to any other party in connection with the Transaction made by the Customer.
18. The customer agrees that:
  - BCA has the right to store and use the Customer's personal data and other data attached to the cellular phone (mobile phone) used by the Customer to download Sakuku;
  - BCA and/or other parties cooperating with BCA may obtain, access, store, and use data attached

to the cellular phone (mobile phone) used by the Customer to download Sakuku; among others, for the convenience and security of the Customer in making Transaction as well as for the purpose of promoting BCA's banking products and other parties cooperating with BCA.

19. BCA reserves the right to block the Sakuku account, reject any transaction involving the Sakuku account, and/or terminate its business relationship with the Customer if:
  - a. the Customer fails to comply with the prevailing law.
  - b. the Customer fails to provide any information and supporting documents according to the prevailing law.
  - c. the Customer is found to have used and/or is reasonably suspected of using false documents and/or providing incorrect data to BCA;
  - d. the Customer provides questionable information;
  - e. the Customer's source of funds for the Transaction is found to be emanated from and/or reasonably suspected of emanating from a crime; and/or
  - f. the Customer makes a Transaction that exceeds reasonable limits.
20. If deemed necessary, BCA has the right to debit the balance in the Customer's Sakuku account if there are indications of fraud, misuse of Sakuku, violation of these Terms and Conditions, criminal acts, or other unlawful acts that may cause losses to BCA or other parties.
21. By registering and using the Sakuku account, the Customer is bound by and agrees to all these Terms and Conditions and other provisions governing the Transaction. BCA has the right to amend these Terms and Conditions and any provisions related to the Transaction, and such amendment will be notified by BCA in any form and through any means according to the prevailing law. If the Customer registers for the Co-Partner's Platform and makes a Transaction thereon, the Customer agrees to be bound by and comply with the provisions applicable at the Co-Partner.

#### **D. PIN AND OTP OF SAKUKU AND CUSTOMER'S OBLIGATIONS**

1. PIN (Personal Identification Number) must be used only by the relevant Customer.
2. Each time the Customer runs activities or Transaction that requires authorization, the Customer must enter a PIN as a means of authorizing activities or Transactions.
3. The Customer must keep the confidentiality of the PIN and OTP (One Time Password). The Customer is fully responsible for the use of the PIN and OTP, including in the event of any misuse of the PIN and OTP.
4. The Customer must keep the confidentiality of the PIN and OTP by:
  - not disclosing the PIN and OTP to any other parties including the Customer's family members or closest associates;
  - not storing the PIN and OTP on the cell phone, or any other things or media that may cause others to discover the PIN and OTP;
  - carefully using the PIN and OTP in a way that prevents others from seeing them; and/or
  - not using a PIN created or selected by another party or easily guessed by others, such as a birth date or any combination thereof, and a phone number.
5. Any misuse of the PIN or OTP shall be the full responsibility of the Customer. The Customer hereby holds BCA harmless against all claims, lawsuits, and/or other legal proceedings whether brought by the Customer or another party, as a consequence of such misuse of the PIN or OTP.
6. The use of the PIN and OTP on Sakuku shall have the same legal force as a written instruction signed by the Customer.
7. The Customer must ensure that the cell phone used for transactions using Sakuku is free from viruses, malware, and/or other similar threats that may harm the Customer. All consequences arising therefrom shall be the full responsibility of the Customer.

## **E. FEES AND LIMITS**

1. The Customer must pay the fees and charges incurred in connection with the Transaction as well as other fees and charges applicable at BCA or the Co-Partner.
2. BCA has the right to determine the following:
  - a. the minimum and maximum balance of Sakuku;
  - b. the limitations on top-up amount into the Sakuku account;
  - c. the maximum number of Sakuku accounts that the Customer may own;
  - d. limitations on the Transaction including but not limited to the limitation on the Transaction frequency and/or amount that can be made by the Customer through the Sakuku application on the Customer's cell phone, the Co-Partner's Platform, and/or through other means according to the provisions applicable at BCA.
3. BCA has the right to at any time amend any provisions related to the Transaction fees and such other fees related to the Transaction as referred to in point E.1 above as well as any provisions related to the minimum or maximum balance of Sakuku, the limitation on the number of Sakuku accounts that the Customer may own, and the limitations on the Transaction as referred to in point E.2 above according to the provisions applicable at BCA.
4. The fees and limitations as referred to in point E.1, E.2, and E.3 above will be notified by BCA to the Customer in any form and through any means according to the prevailing law.

## **F. BLOCKING AND CLOSING OF SAKUKU ACCOUNT**

1. The Sakuku account shall be blocked if:
  - The Customer enters the wrong Sakuku PIN 3 (three) times in a row;
  - The Customer makes a request for the blockage of the Sakuku account because the SIM Card linked to the Customer's Sakuku number is expired/lost/stolen/transferred to another party.
2. The Sakuku account will be closed if the Customer enters the wrong personal data when activating or re-activating the Sakuku account. The Customer can re-register for the Sakuku account within the period determined by BCA and if there is a balance in that closed Sakuku account, the Customer may contact Halo BCA to have the Sakuku balance credited to the Customer's account.
3. In the event the Sakuku account is blocked due to the matters referred to in point F.1 above, the Customer can reactivate the Sakuku account on the Sakuku application or the Co-Partner's Platform.
4. If the SIM Card of the Sakuku number or the Customer's cell phone is expired/lost/stolen/transferred to another party, the Customer must immediately report the same to Halo BCA to have the Sakuku account blocked. All Transaction instructions using the cell phone number, PIN, and OTP made before BCA receives the report from the Customer shall become the sole responsibility of the Customer.

## **G. FORCE MAJEURE**

The Customer hereby holds BCA harmless against all lawsuits, claims, and/or other legal proceedings of any kind for the delay and/or failure by BCA to perform its obligations related to Sakuku if such delay and/or failure arises from events or causes beyond the control or capability of BCA, including but not limited to natural disasters, conflagrations, wars, riots, sabotage, system failures, power failures, telecommunications disruption, and government policies.

## **H. HANDLING OF COMPLAINTS**

1. Any complaints to BCA regarding Sakuku may be lodged by the Customer through Halo BCA. For the purpose of handling such complaints, BCA has the right to ask the Customer to submit a copy of the Customer's identity and other supporting documents.
2. BCA will respond to the complaints in accordance with the prevailing law.

3. Any complaints related to the use of Sakuku must be lodged by the Customer with BCA within no later than 3 (three) months of the Transaction date.
4. Any Complaints related to a Transaction made on the Co-Partner's Platform must be lodged by the Customer with the Co-Partner. For the purpose of handling such complaints, the Co-Partner has the right to ask the Customer to submit a copy of the Customer's identity and other supporting documents.
5. The Customer agrees that any dispute or difference of opinion arising from and/or in connection with the implementation of these Terms and Conditions between the Customer and BCA shall be resolved in an amicable manner.
6. Any dispute or difference of opinion that cannot be amicably resolved between the Customer and BCA shall be resolved by means of banking mediation at Bank Indonesia or the Financial Services Authority or by means of mediation through an Alternative Dispute Resolution Institution included in the List of Alternative Dispute Resolution Institutions established by the Financial Services Authority.
7. Any dispute or difference of opinion that cannot be resolved in an amicable manner and/or by means of banking mediation as described in item 6 above shall be resolved through the District Court of Central Jakarta, without prejudice to BCA's right to file a suit or claim through any other District Court within the territory of the Republic of Indonesia.

**THESE TERMS AND CONDITIONS FOR SAKUKU BCA HAVE BEEN ADJUSTED TO THE PREVAILING LAWS AND REGULATIONS INCLUDING REGULATIONS OF THE FINANCIAL SERVICES AUTHORITY**