

Terms and Conditions OCBC NISP Electronic Money Service

Terms and Conditions of OCBC NISP Electronic Money Service ("**Terms and Conditions**") valid and binding between OCBC NISP E-Money holder and PT Bank OCBC NISP, Tbk.

Definition:

1. **OCBC NISP E-Money** is a payment instrument that owned by PT Bank OCBC NISP, Tbk ("**OCBC NISP**") which has same function with cash as valid payment instrument, where the value is equivalent with the value of cash that topped up / filled to the OCBC NISP e-money account and the money is not a deposit as regulated in banking laws and regulations and so OCBC NISP e-money does not earn interest and is not guaranteed by the Deposit Insurance Corporation.
2. **OCBC NISP E-Money Account Number** is phone number from OCBC NISP E-Money holder, which 1 (one) OCBC NISP E-Money account only valid for 1 (one) phone number on Indonesia connection, and vice versa. Phone number from OCBC NISP E-Money holder will be recorded at the OCBC NISP System.
3. **OCBC NISP E-Money holder** is individual who based on laws that applied has right to use and has capacity to use OCBC NISP E-Money app and subject to also bound by this terms and conditions.
4. **Biller** is service providers or services that cooperate with OCBC NISP and can be enjoyed by OCBC NISP E-Money holder through OCBC NISP E-Money app, including among its, but not limited to prepaid credit of telecommunication company
5. Service types of OCBC NISP E-Money, divided as:
 1. **OCBC NISP Unregistered E-Money** is service type of OCBC NISP E-Money, where identity of OCBC NISP E-Money holder is not registered and not recorded in OCBC NISP. Facility that can be made as stated below:
 - a. Top Up Balance (*Cash In/Top Up*);
 - b. Purchase of Biller Product;
 - c. Other facilities based on agreement from Financial Services Authority
 2. **OCBC NISP Registered E-Money** is service type of OCBC NISP E-Money, where identity of OCBC NISP E-Money holder is registered and recorded in OCBC NISP. Facility that can be made as stated below:
 - a. Top Up Balance (*Cash In/Top Up*);
 - b. Purchase of Biller Product;
 - c. Transfer;
 - d. Cash Withdrawal;
 - e. Other facilities based on agreement from Financial Services Authority.

OCBC NISP E-Money Activation

1. To use OCBC NISP E-Money, OCBC NISP E-Money holder have to do OCBC NISP E-Money activation with terms as stated below:
 - a. Using active phone number in telecommunication connection or wireless;
 - b. Do the OCBC NISP E-Money activation via OCBC NISP E-Money app or through media that given by OCBC NISP by time to time
2. OCBC NISP E-Money holder that identity has not registered on OCBC NISP E-Money app only can be activated for OCBC NISP E-Money Unregistered holder.
3. OCBC NISP E-Money holder that identity has registered and has given identity's document to OCBC NISP will be activated as OCBC NISP E-Money Registered holder if has passed the due diligence process bt OCBC NISP.
4. OCBC NISP E-Money Unregistered holder can upgrade to Registered holder by doing registration process of their personal data and give identity's document as OCBC NISP E-Money holder to OCBC NISP as requirement based on the prevailing laws and passed the due diligence process by OCBC NISP.
5. Registration and Submission of identity's document as stated above on point 4 can be done in OCBC NISP branches.
6. To fulfill *Customer Due Diligence* (CDD) rule, OCBC NISP have a right to ask additional information/documents regarding OCBC NISP E-Money holder if needed based on terms and conditions that applied.

7. OCBC NISP has the right at its own discretion for any reason, to cancel and/or reject the upgrade process from Unregistered to Registered by informing to the OCBC NISP E-Money holder in advance.
8. OCBC NISP E-Money holder free OCBC NISP from any forms of claims from third party including husband and/or wife and/or heirs of OCBC NISP E-Money holder regarding cancellation process of upgrading from Unregistered holder to Registered holder.

The Use of OCBC NISP E-Money

1. Top up OCBC NISP E-Money balance (Cash In/Top Up) can be made at OCBC NISP Service point, or via transfer from OCBC NISP account or other bank.
2. Transaction using OCBC NISP E-Money can only be made when there is enough balance on OCBC NISP E-Money.
3. For the convenience of OCBC NISP E-Money Holders, from time to time OCBC NISP can provide media including but not limited to the OCBC NISP E-Money app, which is integrated and inseparable part of OCBC NISP E-Money products.
4. The Use of OCBC NISP E-Money, including using through the channels referred to above, can only be done by OCBC NISP E-Money Holders in accordance with the terms and conditions of use that apply from time to time and cannot be transferred to other parties in any way. All losses and consequences that come up from negligence, error, and carelessness in using OCBC NISP E-Money are full responsibility of OCBC NISP E-Money Holder. Therefore, OCBC NISP is not responsible for the return of OCBC NISP E-Money due to this error.
5. OCBC NISP E-Money Transactions are stored electronically on OCBC NISP's servers; in the event of balance differences between the balance and / or transaction history stated in the media or other data sources such as but not limited to app, merchant notes, OCBC NISP E-Money Holder mobile phones, then the data which used as a guideline and has legally binding power are data on the OCBC NISP server.
6. In the event that the OCBC NISP E-Money Holder's phone number is lost, the transfer of the OCBC NISP E-Money balance can be done as long as the OCBC NISP E-Money Holder pass the validation process conducted by OCBC NISP.
7. OCBC NISP may reject transactions made by OCBC NISP E-Money Holders if the OCBC NISP E-Money Holder violates a part or all of these Terms and Conditions.
8. OCBC NISP E-Money Holders have to understand that debiting of successful transactions may experience delays due to various reasons, and that OCBC NISP E-Money will debit the funds for successful transactions even though there is a grace period from the notification of successful transactions.
9. OCBC NISP has right to block, freeze, or cancel OCBC NISP E-Money accounts owned or transactions made by OCBC NISP E-Money Holders at any time if they are included in suspicious financial transaction parameters as stated in laws and regulations and / or based on orders from the competent authority, but not limited to funds belonging to OCBC NISP E-Money Holders, originating from a criminal act or suspected of originating from a criminal act where the funds that held should not be controlled by OCBC NISP E-Money Holders.
10. Transaction limits of OCBC NISP E-Money.

	Unregistered	Registered
Maximum Balance	IDR 2.000.000	IDR 10.000.000
Monthly Income Balance	IDR 20.000.000	IDR 20.000.000

Limitation amount of income balance is counted from incoming transaction such as incoming transfer and refilling/top up.

Liability of OCBC NISP E-Money Holder

1. The OCBC NISP E-Money Holder is responsible for the security of the SIM Card that connected to the OCBC NISP E-Money account and the phone or other media that used to access OCBC NISP E-Money services by carrying out adequate maintenance and storage to prevent the process failure due to malfunction of the SIM Card and / or phone and / or other media used by OCBC NISP E-Money Holders, theft or misuse and / or other crimes by irresponsible of third parties.
2. The OCBC NISP E-Money Holder is responsible for treating confidential personal data, including but not limited to: name, token, verification code, PIN (Personal Identification Number), and others which develop from time to time.
3. The OCBC NISP E-Money Holder is required to maintain the confidentiality of the PIN and responsible for changing the PIN periodically in order to maintain the security of his/her OCBC NISP E-Money account and avoid PIN misuse by other parties.
4. Any consequences of misuse of the PIN are full responsibility of the E-Money Holder. The OCBC NISP E-Money Holder frees OCBC NISP from all claims come up from either other parties or from OCBC NISP E-Money Holders as a result of PIN misuse. The use of a PIN belonging to the OCBC NISP E-Money Holder is considered a legitimate use of the owner of the PIN and since the notification of the PIN to the OCBC NISP E-Money Holder, the confidentiality of the PIN is full responsibility of the OCBC NISP E-Money Holder.
5. The OCBC NISP E-Money Holder is responsible for every transaction that made including but not limited to mistakes in choosing the transaction menu, errors in entering destination numbers, errors in entering account numbers, or errors in entering nominal. For this reason, OCBC NISP E-Money Holders are required to follow every instruction in conducting transactions with caution and loss / reduction of OCBC NISP E-Money account balances for wrong transactions is the responsibility of OCBC NISP E-Money Holders.
6. With observing of all the provisions above, the OCBC NISP E-Money Holder declares that fully responsible for any losses and money claims caused by the misuse of OCBC NISP E-Money for the mistakes / omissions of the OCBC NISP E-Money Holder and / or crimes against the OCBC NISP E-Money account, including but not limited to losses that coming up from negligence and / or errors, carelessness and or misuse of personal data by OCBC NISP E-Money Holders and OCBC NISP is released from all losses and claims comig up from OCBC E-Money Holders and any third parties.

Blocking of OCBC NISP E-Money (for OCBC NISP E-Money Registered holder)

1. The OCBC NISP E-Money Holder understands that an OCBC NISP E-Money account may be blocked partially and / or completely, temporarily and / or permanently, for reasons such as but not limited to requests from:
 - a. OCBC NISP E -oney Holder
 - b. OCBC NISP; and / or
 - c. Government agencies.
2. OCBC NISP E-Money Holders may request temporary blocking of OCBC NISP E-Money Services at any time through OCBC NISP's call centers and / or service points in the event of losing their phone numbers and / or other OCBC NISP E-Money media belonging to OCBC NISP E-Money Holders. OCBC NISP is not responsible for any valid transactions that occur between the time of loss and the request for blocking.
3. The OCBC NISP E-Money Holder agrees that OCBC NISP based on its own discretion has the right to block the OCBC NISP E-Money account if OCBC NISP E-Money Holder violates some or all of these Terms and Conditions and / or there is an indication that the account may be suspected of being misused, including but not limited to accommodating and / or to commit crimes and / or for activities that may harm the public or parties and / or OCBC NISP based on reasons and other considerations solely determined by OCBC NISP.
4. At the request of the authorized government agency, OCBC NISP may block the OCBC NISP E-Money account until further instructions are received from the authorized government agency to reopen the OCBC NISP E-Money account.
5. The OCBC NISP E-Money Holder agrees that for security, OCBC NISP has the right to block OCBC NISP's E-Money account in the event that there is a PIN error for 3 (three) times when accessing or making transactions or for other matters which according to OCBC NISP's considerations are appropriate to be suspected or to cause losses for OCBC NISP E-Money Holders.
6. OCBC NISP E-Money Holder declares full responsibility and therefore frees OCBC NISP from all claims in any form from any third parties including husband and / or wife and / or heirs of OCBC NISP E-Money Holder regarding with OCBC NISP E-Money blocking process.

Unblocking of OCBC NISP E-Money

1. Registered OCBC NISP E-Money Holders can apply for unblocking requests to OCBC NISP through OCBC NISP call centers and / or service points if the phone number of OCBC NISP E-Money Holders and / or other OCBC NISP E-Money media has been reactivated by OCBC NISP E-Money Holder. OCBC NISP E-Money Holder can only open a block after going through the data verification process by OCBC NISP.
2. Unregistered OCBC NISP E-Money Holder can apply for unblocking to OCBC NISP through OCBC NISP's call centers and / or service points if the Unregistered OCBC NISP E-Money Holder upgrades to OCBC NISP Registered E-Money Holder first by registering personal data and provide OCBC NISP E-Money Holder identity documents to OCBC NISP as requirement of laws and regulations that applied and pass the due diligence process conducted by OCBC NISP.

Termination of OCBC NISP E-Money

1. The OCBC NISP E-Money Service ends if:
 - a. By request of the OCBC NISP E-Money Holder at any time by filling out a service termination request or other form from OCBC NISP.
 - b. OCBC NISP carries out a requirement in accordance with the decision of the Financial Services Authority or the prevailing laws and regulations.
 - c. There are indications of misuse of OCBC NISP E-Money Services by OCBC NISP E-Money Holders or third parties in connection with violations of these Terms and Conditions and / or the law in accordance with applicable laws.
 - d. Expiry of phone number service that connected to OCBC NISP E-Money service.
2. In the event of termination of OCBC NISP E-Money, OCBC NISP E-Money Holder has the right to get remaining balance after deducting any outstanding fees if any, but if after deducting the fees owed is greater than the remaining balance of the OCBC NISP E-Money Holder, then the OCBC NISP E-Money Holder is required to settle this obligation to OCBC NISP.
3. OCBC NISP E-Money Holder declares full responsibility and therefore frees OCBC NISP from all claims in any form from any third party including husband and / or wife and / or the heirs of OCBC NISP E-Money Holder in connection with the E-Money termination process

Limitation of OCBC NISP Liability

1. The OCBC NISP E-Money Holder releases OCBC NISP for all indirect losses including but not limited to the lost opportunities, loss of income, or loss of profit or other immaterial losses including due to claims from any party arising from the use of OCBC NISP E-Money by OCBC NISP E-Money Holder.
2. OCBC NISP is only obliged to bear direct losses suffered by the E-Money Holder of OCBC NISP as long as it can be proven that it occurred due to OCBC NISP's mistake, with a maximum amount equal to the nominal transaction that referred to.
3. OCBC NISP frees from its liability under these Terms and Conditions in the event of force majeure or due to third parties action or due to obligations in accordance with government regulations that applied that prevent OCBC NISP from providing OCBC NISP E-Money Services.
4. In the event of a system failure, the balance value of the OCBC NISP E-Money Holder is still guaranteed to be safe at OCBC NISP and will be able to be used again when the system returns to normal.

Information Service

1. If there are questions and / or complaints regarding the use of OCBC NISP E-Money, the OCBC NISP E-Money Holder can ask questions and / or complaints by attaching a copy of the OCBC NISP E-Money Holder identity or the personal data of the OCBC NISP E-Money Holder. through:
 - a. OCBC NISP E-Money service points;
 - b. In writing via email (callcenter@OCBCNISP.com)
 - c. Verbally through the OCBC NISP call center (1500-999).
2. OCBC NISP will verify OCBC NISP E-Money Holder data by referring to OCBC NISP E-Money Holder data stored in the OCBC NISP system. OCBC NISP has the right to refuse to process questions and / or complaints that submitted by OCBC NISP E-Money Holders if OCBC NISP E-Money Holder data does not match with the OCBC NISP E-Money Holder data which stored in the OCBC NISP system.
3. OCBC NISP will conduct an examination and / or investigation of complaints from OCBC NISP E-Money Holders and provide answers to OCBC NISP E-Money Holders in accordance with the policies and procedures applicable in OCBC NISP after OCBC NISP has received a complete complaint within 2 (two weeks).

Offering Approval and Disclosures to Third Parties

1. The OCBC NISP E-Money Holder agrees to receive offers or information related to OCBC NISP E-Money products or marketing programs from OCBC NISP and parties cooperating with OCBC NISP E-Money according to the limitation set by E-Money OCBC NISP and the prevailing laws and regulations applied in the Republic of Indonesia
2. For other purposes, in the event that OCBC NISP is required to disclose data / information on the E-Money Holder of OCBC NISP to the authorized institution, agency, or government based on applicable laws and regulations, so then hereby OCBC NISP E-Money Holder also agrees and gives authority to OCBC NISP to disclose data / information to these parties.

Laws That Applied

1. This terms and conditions are made and implemented based on the provisions of the laws and regulations that applied in Republic of Indonesia.
2. All disputes that come up regarding OCBC NISP E-Money that cannot be resolved by deliberation will be resolved through South Jakarta District Court.

Others

1. OCBC NISP accepts and executes each OCBC NISP E-Money Holder instruction as a valid instruction based on the use of OCBC NISP E-Money services and therefore OCBC NISP has no obligation to OCBC NISP E-Money Holder to assess or prove the accuracy and completeness of the intended instructions and this instruction is legally binding on the OCBC NISP E-Money Holder, unless the OCBC NISP E-Money Holder can prove otherwise.
2. OCBC NISP E-Money Holder agrees that OCBC NISP can store, process, and provide information regarding OCBC NISP E-Money Holder data that is stored in OCBC NISP, either given by the OCBC NISP E-Money Holder or from the use of OCBC NISP E-Money, including combining, separating, or taking other necessary actions including submitting data to other parties including but not limited to partners, affiliates or other related companies that OCBC NISP has observed as appropriate based on prevailing laws and regulations in the context of its operations of E-Money payment system.
3. OCBC NISP E-Money Holder agrees that all approvals, power of attorney, authority and / or rights granted to OCBC NISP in these Terms and Conditions cannot end for any reason including the reasons as referred to in Articles 1813, 1814, and 1816 Civil Code as long as OCBC NISP E-Money Holders are still using OCBC NISP E-Money services or app.
4. OCBC NISP may change, complete, or replace these Terms and Conditions at any time with notification to OCBC NISP E-Money Holders through media that OCBC NISP considered as good media by still paying attention to the provisions of the prevailing laws and regulations. Any changes of these Terms and Conditions bind OCBC NISP E-Money Holders, and hopefully that OCBC NISP E-Money Holders can access this pages periodically to read the terms and conditions that applied.
5. OCBC NISP E-Money Holders have to comply with the terms and regulations that applied in OCBC NISP as well as the terms and conditions that applied for all services facilities and transactions covered by OCBC NISP E-Money Services, including any changes that OCBC NISP will be notified in advance in any form and through any media.
6. For matters that are not specifically regulated in these Terms and Conditions, the OCBC NISP E-Money Holder states that they are subject to all operational terms and procedures that generally apply in OCBC NISP related to OCBC NISP E-Money and other telecommunication services such as but not limited to verification procedures both signature and verification electronically.
7. By agreeing to these Terms and Conditions, the OCBC NISP E-Money Holder binds and states that OCBC NISP has provided sufficient explanation regarding the characteristics of OCBC NISP E-Money Services which will be utilized by OCBC NISP E-Money Holders and OCBC NISP E-Money Holders understand regarding all the consequences of using OCBC NISP E-Money Services including the benefits, risks and costs attached to OCBC NISP E-Money Services. OCBC NISP is not responsible of any discrepancy or availability of goods in third parties or partners who cooperate in providing OCBC NISP E-Money services.
8. The OCBC NISP E-Money Holder will release OCBC NISP from all claims, in a part or full due to events or causes beyond OCBC NISP's power or capability, including but not limited to natural disasters, war, riots, , system malfunction or transmission, power failure, operator telecommunication network disruption, government policies, and other events or causes beyond the control or ability of OCBC NISP.
9. The OCBC NISP E-Money Holder agrees to not dispute the validity, correctness, or authenticity of proof of transactions using OCBC NISP E-Money that are transmitted electronically between the two parties, including documents in the form of messages, tape / cartridge, print outs, copies , or other forms of information storage as referred to Electronic Documents and Electronic Information in Law No. 11 of 2008 concerning Electronic Information and Transactions along with all changes from time to time (if any) and all of these tools or documents are valid evidence for transactions instructed using OCBC NISP E-Money Services, unless OCBC NISP E-Money Holders can prove otherwise,
10. By conducting transactions using OCBC NISP E-Money, OCBC NISP E-Money Holders give their approval of all provisions stated by OCBC NISP that exist for all OCBC NISP E-Money or facilities and acknowledge all communications and instructions received by OCBC NISP are from the respective of OCBC NISP E-Money Holder and can be treated as valid evidence even though no written document is made or signed document is issued.
11. The use of a PIN, One Time Password verification, and / or other personal identification media on OCBC NISP E-Money has the same legal force as a written that signed by the OCBC NISP E-Money Holder.
12. By using and / or activating OCBC NISP E-Money, the OCBC NISP E-Money Holder has submitted,

agreed to and is bound by these Terms and Conditions.

**THIS TERMS AND CONDITIONS HAVE BEEN ADJUSTED WITH LAWS AND REGULATIONS,
INCLUDING THE REGULATIONS OF THE FINANCIAL SERVICES AUTHORITY.**

