



Terms and Conditions of Maybank Savings Account

I. Document Relationship

This Terms and Conditions of Maybank Savings Account (herein-after shall be referred to as the "Terms and Conditions") is an integral and inseparable part of the Customer Data Form and/or the Account Opening/Closure and Banking Facilities Application Form and overall constitutes an account opening agreement made by and entered into between the Customer and the **Bank**.

Unless specifically otherwise stated, the Terms and Conditions generally provide for (i) conventional-based savings products and (ii) savings products under iB Sharia principles. The Terms and Conditions specifically provide for iB Sharia savings products is stipulated further in the Contract of the relevant product. The Terms and Conditions constitute an integral part of the Maybank iB Savings Account/iB Current Account/iB Time Deposit Contracts signed by the Customer and the **Bank**.

II. Customer's Data and Identity

- Account opening application by the Customer shall be supplemented with a valid and complete documents and/or information, including documents and/or information related to the Customer's identity issued by the relevant authorities. The Customer declares that the documents and/or information submitted to the **Bank** are valid documents and/or information. The Customer shall be liable for any losses resulting from the inaccuracy of the documents and/or information submitted to the **Bank**. The Customer shall be obliged and is prepared to supplement the lack of documents and/or information required in the opening and operation of the account as notified by the **Bank** from time to time.
- If the **Bank** queries the documents and information as referred to in clause II.1, the Customer shall be obliged to provide another document and/or information that can provide assurance to the **Bank** about the correctness/verity of the document and/or information mentioned above.
- In the event of change to the documents and/or information as referred to in clause II.1, the Customer shall be obliged to immediately notify/ inform the **Bank** of such change or call the Customer Care or visit the nearest **Bank's** branch. Those included in the changes are among others change of name, signature, address, telephone number, taxpayer identification number (NPWP), articles of association, and company's seal as well as the party authorized to represent the Customer (in case the Customer is in the form of business entity). The changes shall be binding on the **Bank** after the Customer's notification and the supporting documents are received by the **Bank**.
- Based on its own consideration, the **Bank** at any time reserves the right to conduct an examination of the verity of documents and/or information of the Customer and also to exercise certain procedure related to the update of the Customer's documents and information. With regard to such matters, the Customer shall be obliged and be prepared to cooperate with the **Bank**.
- The **Bank** reserves the right to obtain data/documents related to the beneficial owner, supporting documents for the declaration of legal relationship between the beneficial owner and the Customer, as well as declaration regarding the verity of the source of funds from the beneficial owner. The Customer guarantees that all data, information and documents submitted with respect to the beneficial owner are true, valid and issued by the relevant authorities. Beneficial owner is any person who is the actual owner of the funds placed in the **Bank** and/or who controls the Customer's transaction and/or who authorizes to carry out transactions to the Customer and/or who control the legal entity/entity of the Customer and/or is the ultimate controlling party of the transaction carried out by the Customer's legal entity/entity based on an agreement.
- The Customer agrees and allows the **Bank** to use and/or provide document/information or data related to the Customer to any third parties within the framework of meeting/complying with the provisions of the prevailing laws and regulations and within the framework of meeting/ improving the **Bank's** banking service facilities.
- The **Bank** reserves the right to refuse an application and/or close an account, including if the Customer does not meet the provisions of clauses II.1, II.2, II.3, II.4, II.5, in the form of a shell bank or the account will be used by a shell bank, submit doubtful information, has a source of funds known and/or is reasonably suspected to have originated from the proceeds of a crime. A shell bank is a bank that does not have a physical presence in the country where the **Bank** was established and obtained a license and is not affiliated with any financial services business group which becomes the subject of effective consolidated supervision. Whereas that which is meant by physical presence is the existence of management, organization and office of the **Bank** located within the jurisdiction where the bank was established.

III Account Opening and Proof of Ownership

- Account may be opened and subsequently can be operated under a written application of the Customer to the extent that the Customer has met the requirements set down by the **Bank** and subject to the provisions of Anti Money Laundering (AML) and Combating the Financing of Terrorism (CFT) programs as well as other provisions set down by the relevant authorities.
- Account is defined as records of the Customers' financial transactions with the **Bank**, the form and substance of which are set down by the **Bank**.
- That which are included in the account according to the Terms and Conditions are conventional-based savings account and savings account maintained under the iB Sharia principles. The conventional-based savings account includes Maybank Savings Accounts, Current Accounts, Time Deposit accounts or other accounts to be stipulated by the **Bank**. Meanwhile, the savings account under the iB Sharia principles includes Maybank iB Savings Account,

iB Current Account, iB Time Deposit account and or other accounts managed under the sharia principles to be stipulated by the **Bank**. Any product, facility or service related to the savings accounts shall include the name and logo of the **Bank**. Subsequently, the **Bank** declares that any of the **Bank's** products/ services/facilities which will be used by the Customer's has been registered with and supervised by the Financial Services Authority.

- An account can be opened in Rupiah currency or in certain foreign currency.
- The **Bank** will issue and provide to the Customer a proof of recording of the deposited funds in the account, the form of which is determined by the **Bank**. Any misuse of the proof of the account recording which has been provided to the Customer shall be the responsibility of the Customer.
- The amount of the initial deposit, further deposit and minimum balance shall be stipulated by the **Bank**. If the initial deposit is made in non-cash form, the account opening date is the date on which the funds of the initial deposit is credited by the **Bank** into the Customer's account.
- Each account operation can be done in the manner and according to the provisions set down by the **Bank**.
- Referring to the Foreign Account Tax Compliance Act (FATCA) and the FATCA form which has been signed by the Customer (if any), the **Bank** is authorized to report and withhold the Customer's tax and deposit the same to the relevant authorities/authorized agency.

IV. Account Ownership

- Upon the approval of the **Bank**, the account can be opened/owned under the joint status (hereinafter shall be referred to as the "Joint Account").
- If the Customer is unable to operate the account/ to execute a transaction or relationship with the **Bank** for any reason, the Customer may designate another party under a power of attorney, the form and substances of which shall be determined by the **Bank** with reference to the provisions of the prevailing laws and regulations.
- The Customer agrees that the **Bank** may operate the account without the Customer's consent to the extent that such operation of the account is within the framework of implementing instructions of the authorized agency or relevant authorities which must be implemented by the **Bank** under the provisions of the prevailing laws and regulations.
- A Joint Account can only be opened in the type of "OR" or "AND".
- Especially for the Joint Account, the following provisions shall apply:
 - If the Joint Account is in the type of "OR", all actions taken by one of the Customers shall be binding on all Customers jointly and all risks arising shall become the responsibility of all parties opening/all Customers holding the Joint Account proportionally or jointly.
 - If the Joint Account is in the type of "AND", all actions must be taken by all Customers opening the Joint Account and such action shall be binding on all Customers jointly and all risks arising shall become the responsibility of all parties opening/ all Customers holding the Joint Account proportionally or jointly, in this case, including the use of electronic banking services by one of the owners of "AND" type Joint Account.
 - Withdrawal instructions or transfer instructions for the Joint Account in the type of "AND" shall be approved or signed by all Customers holding the Joint Account, while for the Joint Account in the type of "OR" can be approved or signed by one of the Customers holding the Joint Account. Notwithstanding the above, each Customer holding the account understands that:
 - the Customers holding the Joint Account, either in the type of "OR" and in the type of "AND" who intend to authorize another party to execute any transactions related to their account, the power of attorney must be signed by all Customers holding the Joint Account.
 - any of the holders of Joint Account in the type of "AND" may execute withdrawal instructions or transfer instructions through electronic banking services, however, all such instructions shall remain binding on all Customers holding the account.
- For the Joint Account in the form of Maybank Current Account/iB Current Account, the following provisions shall apply:
 - all Customers holding the Joint Account shall notify the **Bank** in writing of the party who is entitled to sign cheque and/or non-negotiable clearing payment order (bilyet giro). The signatory of the cheque and/or bilyet giro can be given to one or more parties opening the Joint Account;
 - all legal consequences arising from the withdrawal of bounced cheque and/or bilyet giro by one or more Customers shall become the responsibility of all Customers jointly. Bounced cheque and/or bilyet giro is the cheque/bilyet giro submitted by the bearer of the cheque/bilyet giro, either through the clearing or through the **Bank's** teller counter directly (over the counter) and the payment/overbooking of which is dishonored by the **Bank** with the reason of balance of the Maybank Current Account/iB Current Account or balance of the Special Account belonging to the Customer is insufficient or has been closed.
- Special Account is defined as an account specifically opened and made available by the **Bank** for the Customers whose Maybank Savings Account/iB Savings Account/Time Deposit/iB Time Deposit/Current Account/iB Current Account is closed (either due to the reasons for account closure as provided for in the Terms and Conditions, due to a dishonored clearing or due to the inclusion of the Customer into the National Black List) which among others being used to meet payment obligations of the outstanding cheque/bilyet giro or for other purposes in accordance with the provisions applicable in the **Bank**, but it is not used to

accommodate the funds returned from the transfer that must be withdrawn by the beneficiary of the funds in cash. The funds available in the Special Account do not bear interest and the Customer agrees to be charged with the management/ maintenance costs of the Special Account. The National Black List is defined as a list issued by Bank Indonesia, which is a collection of Bank's Individual Black List (DHIB) made by the Bank which includes data of the bounced cheque and/or bilyet giro withdrawer stipulated by the **Bank**.

7. Status of the Customer's account will be changed into dormant account if there is no transaction activity conducted by the Customer on the account within a period of six (6) months consecutively or within other period specified by the **Bank**. As long as the account is in dormant status, the Customer understands and agrees that the Customer is unable to make debiting transaction on the account and the crediting made by the Customer into the dormant account does not automatically change the status of the account into an active account. The Customer can reactivate the dormant account with prior approval of the **Bank**.

V. Deposit, Transfer, Payment and Withdrawal/Debiting Transaction

1. Operation of an account (e.g. deposit, transfer, payment and withdrawal/debiting), including media for the operation of the account through electronic banking services as set forth in clause X of the Terms and Conditions can be exercised by the Customer in accordance with the provisions applicable in the **Bank**.
2. The Customer agrees that for the cash deposit in which fake money is found, the **Bank** does not make replacement thereof and the fake money nominal shall not be included in the calculation of the amount deposited. With regard to the fake money, the **Bank** reserves the right to keep it so as not to circulate in the public and submit it to the local office of Bank Indonesia.
3. The **Bank** reserves the right to refuse and/or cancel a deposit transaction if the source of funds deposited is known and/or reasonably suspected to have originated from a crime.
4. Non-cash deposit (e.g. deposit using a cheque, bilyet giro or deposit using other clearing instruments) shall only be effective after the **Bank** crediting it into the Customer's account. When the Customer instructs a non-cash transaction from the other party, the **Bank** is only acting as a collecting agent of the Customer and therefore the **Bank** is not responsible for non-payment of the amount collected from the other party.
5. If the deposit is received in the form of foreign currency/a currency which is different from the account currency, the crediting into the account shall be made using the exchange rate applicable in the **Bank** when the crediting is done.
6. With regard to a transfer/payment application on the account in a different currency from the account currency, the exchange rate set down by the **Bank** shall be applicable at the time the transfer/payment is made.
7. The Customer is obliged to provide information on the source of funds and the intended use of the funds, information on the identity of the party representing the Customer and/or the party who received instruction/obtained order from the Customer to conduct the transaction. The Customer guarantees the verity of all information provided to the **Bank**.
8. Within the framework of implementing the Anti Money Laundering (AML) and Combating the Financing of Terrorism (CFT) program, the **Bank** reserves the right, on its sole discretion, to regulate the operation of the Customer's account in accordance with and continue with reference to and in compliance with the provisions stipulated by the regulators.
9. The **Bank** reserves the right to refuse, cancel or discontinue a withdrawal/transfer/payment/deposit instructions and/or other instructions if the **Bank** queries the accuracy/validity of the instructions, or there is a dispute with respect to the Customer, or the Customer does not/has not produce the documents required by the **Bank** including documents related to the Customer's beneficial owner or the Customer's information/ profile supported by the Customer's documents is deemed to have not been/being not adequate by the **Bank**, or the data/information/documents submitted by the Customer to the **Bank** are known and/or reasonably suspected to be not true/not complete/fictitious/false/apocryphal, or the Customer is a shell bank or part of a shell bank or has a correspondent relationship with a shell bank or allow his/her account to be used by a shell bank, or there is no sufficient funds in the account, or according to the **Bank** the instructions given is unclear, or there is an order/judgment of a court of law/instruction of the relevant authorities, or there is a difference between the amount of money stated in words and the amount of money stated in figures, or the Customer is identified to have a source of funds that are known and/or reasonably suspected to be derived from the proceeds of a crime, or for other reasons permitted under the provisions of the prevailing laws and regulations. The **Bank** reserves the right to refuse, cancel, or discontinue an instruction of incoming transfer transaction by returning the funds to the remitting/sending bank after conducting repeated Customer due diligence on the transaction based on information from the remitting/sending bank that the Customer's account is identified to be an accommodating account for the results of fraud. With regard to cash withdrawals for a certain limit or above a certain amount to be notified by the **Bank**, either for Maybank Savings Account/iB Savings Account or Current Account/iB Current Account, it must be confirmed in advance by the Customer to the **Bank** no later than 1 (one) Business Day prior to the withdrawal. Business Day means any day on which banks are open in all cities in Indonesia to run its operations and to carry out clearing transactions, except Saturday, Sunday and/or other official holidays stipulated by the Government and/or Bank Indonesia.
10. Cancellation of a transaction that has been executed may only be made if there is approval from the **Bank**. With regard to the transfer/ overbooking instructions, the Customer agrees that the **Bank** reserves the right to cancel, refuse or postpone the instructions if after having been identified/verified by the **Bank** it turns out that the beneficiary is identified to be included in the inter-bank or the relevant authorities watch lists, and the **Bank** will notify the Customer of the reason for such postponement/ cancellation/refusal, unless otherwise specified in accordance with the applicable regulations. With regard to the above matters, the Customer indemnifies the **Bank** against all risks, damages and claims arising presently or at a later date from any party whomsoever.

11. In the event of funds transfer failure, the following provisions shall apply:
 - a. The **Bank** is not obliged to notify the Customer if the failure or delay of funds transferred from the Customer's account occurs due to an error of the Customer or the Customer's authorized party in providing details of the beneficiary. If such an error is made by the **Bank**, the **Bank** will notify the Customer and perform re-remittance in accordance with the Customer's instruction no later than 1 (one) Business Day after the error is known and all costs incurred shall be borne by the **Bank**.
 - b. The **Bank** is responsible to execute the funds transfer instruction in accordance with the applicable regulations.
 - c. With regard to the funds transfer instruction from the Customer which is purported to be received in cash, the **Bank** will notify the Customer and return the funds to the Customer in accordance with the applicable regulations.
12. Especially for Maybank Current Account/iB Current Account, the following provisions shall apply:
 - a. After receiving the cheque book/bilyet giro book/other payment order book from the **Bank**, the Customer shall check the serial number, the Customer's account number and name printed on the cheque/bilyet giro/payment order as well as the total number of the cheque/bilyet giro/payment order before using the same. If the Customer finds any irregularity, it (the same) shall immediately be reported to the **Bank**. The Customer indemnifies the **Bank** against any risks, complaints, claims, demands and/or any responsibilities which may arise if the Customer reported/discovered such irregularity after the Customer signing the receipt of cheque book/bilyet giro book/other payment orders book or after the Customer leaves the **Bank's** counter.
 - b. The cheque/bilyet giro shall be withdrawn in Indonesian Rupiah (IDR) currency.
 - c. With regard to foreign currency, the Customer must do a withdrawal using the payment order provided by the **Bank**. Such payment order will be made in cash at the **Bank's** branch office to the beneficiary after the beneficiary produces his/her identity card and meets the requirements applicable in the **Bank**.
 - d. All cheques/bilyet giros/payment orders shall be signed by the Customer in accordance with his/her signature specimen card kept with the **Bank**;
 - e. Any changes to the cheque/bilyet giro/payment order shall be confirmed by the full signature(s) of the person(s) duly authorized by the Customer to sign the cheque/bilyet giro/ payment order. The Customer indemnifies the **Bank** against the responsibility for any loss arising from the changes which cannot be directly detected with naked eye by the **Bank's** officers/employees.
 - f. The Customer is responsible for the withdrawal of cheque and/or bilyet giro including being responsible for the cheque and/or bilyet giro form received from the **Bank**. If the cheque/ bilyet giro/payment order book is lost or destroyed or there is an indication of abuse, the Customer shall be obliged to immediately notify the **Bank**. The Customer understands the risks that may arise from the occurrence as referred to in this clause and therefore the Customer is responsible for all risks, including legal risks that may arise at a later date.
 - g. The Customer shall make sufficient funds available in the Maybank Current Account/iB Current Account or Special Account amounting to the nominal value of the outstanding cheque and/ or bilyet giro.
 - h. If:
 - i. the Customer withdraws three (3) or more bounced cheques and/or bilyet giros within a period of 6 (six) months consecutively, or
 - ii. the Customer withdraws one bounced cheque and/or bilyet giro with a nominal amount of IDR500,000,000 (five hundred million Rupiahs) or more, or
 - iii. the Customer's name is included in the applicable National Black List, the **Bank** will suspend the right to use the cheque and/or bilyet giro by issuing SPP (Notification of Suspension of the Right to Use the Cheque and/or Bilyet Giro) and will include the Customer into the National Black List.
 - i. If the Customer withdraws 1 (one) bounced cheque and/or bilyet giro with any nominal value during the period within which his/her name is included in the applicable National Black List, the **Bank** will close the account and issue SPPR (Account Closure Notification) and the inclusion of the Customer into the National Black List will be extended for a period of 1 year as of the date of SPPR (Account Closure Notification).
 - j. The Customer shall be liable to sanction in the form of suspension of the right to use the cheque and/or bilyet giro and/or inclusion into the National Black List if he/she withdraws bounced cheque and/or bilyet giro that meet the criteria of the National Black List or because his/her identity has been included in the National Black List by other banks.
 - k. The Customer shall be obliged to return the remaining form of cheque and/or bilyet giro to the **Bank** if his/her right to use the cheque and/or bilyet giro is suspended, his/her identity is included in the National Black List or his/her current account/iB current account is closed at his/her own request.
 - l. The Customer shall be obliged to report the fulfillment of the obligation for the settlement of bounced cheque and/or bilyet giro withdrawal, the fulfillment of which shall be made within a period of 7 Business Days after the date of refusal/dishonor.
 - m. The Customer shall be obliged to comply with the provisions governing the cheque and/or bilyet giro, including the signing of cheque and/or bilyet giro, payment of stamp duty as well as the withdrawal of cheque and/or bilyet giro stipulated by Bank Indonesia.
 - n. The Customer shall not withdraw bounced cheque and/or bilyet giro for any reason whatsoever.
13. With due observance of the prudential principles, each account operation instruction received by the **Bank** from a Customer holding the account and/or his/her proxy or from the relevant authorities/authorized official will be considered as valid and correct instruction.
14. In executing the Customer's instructions, the **Bank** is empowered and authorized by the Customer to use the services or assistance of any other parties.
15. If it is required by the applicable regulations, the Customer is required to submit supporting documents underlying the transactions (underlying document) related to the activities of

his/her account, to the **Bank**.

16. Especially for Maybank Time Deposit/iB Time Deposit accounts, the following provisions shall apply:
- Before opening a Maybank Time Deposit/iB Time Deposit account, the Customer shall be obliged to open first a Maybank Savings Account/iB Savings Account/Current Account/iB Current Account.
 - The applicable interest rate for the Maybank Time Deposit and the applicable composition of profits sharing ratio for the Maybank iB Time Deposit shall be determined in advance and generally depending on the market conditions for the relevant currency and the **Bank's** funding requirement when the Maybank Time Deposit/iB Time Deposit is opened or renewed.
 - At the maturity of the Maybank Time Deposit/iB Time Deposit, the Customer may instruct the **Bank**:
 - to close the Maybank Time Deposit/iB Time Deposit account and pay to the Customer principal amount of the Maybank Time Deposit/iB Time Deposit plus the interest/ realization of profits sharing after having been deducted by the amounts due to the **Bank** under the Terms and Conditions and deducted by the costs which shall be withheld by the **Bank** on the accounts of taxes, duties, or as required by the regulations or otherwise in accordance with the provisions applicable in the **Bank** (hereinafter shall be referred to as the "Maybank Time Deposit/iB Time Deposit Proceeds"); or
 - to redeposit **all** the Maybank Time Deposit/iB Time Deposit Proceeds for the next period as specified by the Customer and at the interest rate/profits sharing ratio in accordance with the interest rate/composition of ratio for the Maybank Time Deposit/iB Time Deposit applicable in the **Bank** as well as to issue confirmation of placement of the new Maybank Time Deposit/iB Time Deposit; or
 - to disburse a part of the Maybank Time Deposit/iB Time Deposit Proceeds to the Customer and to redeposit the remaining thereof for the next period as specified by the Customer and at the interest rate/profits sharing ratio in accordance with the interest rate/composition of ratio for the Maybank Time Deposit/iB Time Deposit applicable in the **Bank** as well as to issue confirmation of placement of the new Maybank Time Deposit/iB Time Deposit
 - If the Customer is negligent in giving instruction to the **Bank** as referred to in point (i) or (ii) or (iii) above on the maturity date of the Maybank Time Deposit/iB Time Deposit, the **Bank** is hereby empowered and authorized by the Customer to renew the Maybank Time Deposit/iB Time Deposit with the same period and at the interest rate/composition of profits sharing ratio applicable on the maturity date in accordance with the provisions applicable in the **Bank**.
 - Withdrawal of the Maybank Time Deposit/iB Time Deposit may only be made on the maturity date. The withdrawal of the Maybank Time Deposit/iB Time Deposit prior to the maturity date, whether partially or fully, may only be made under the following provisions:
 - obtaining prior approval from the **Bank**;
 - the **Bank** is not obligated to realize the interest/profits sharing on such Maybank Time Deposit/iB Time Deposit; and
 - the **Bank** will impose a penalty/administrative costs in accordance with the provisions applicable to the Customer.
 - The Customer indemnifies the **Bank** against any risks of loss, demands, complaints, claims and/or any responsibilities in connection with the disbursement of Maybank Time Deposit/iB Time Deposit by any other parties.
 - The Maybank Time Deposit/iB Time Deposit which maturity date falls on a public holiday or non Business Day will be paid by the **Bank** on the first Business Day immediately after the public holiday by taking into account the realization of current interest rate/profits sharing over the difference of days between the maturity date and the disbursement date.
17. The Customer may submit application to use the facilities and services provided by the **Bank** related to his/her account. The Customer is responsible for the particulars/data/information provided to the **Bank** at the time the application for such facilities/services is proposed/submitted by the Customer.
18. Especially for Customer bill payment facility/ service, the following provisions shall apply:
- The Customer authorizes the **Bank** to debit the Customer's account amounting to the bill issued by a third party on each specified date of payment. If the payment date falls on a holiday, the account debiting will be made 1 (one) Business Day prior to such holiday.
 - The **Bank** reserves the right not to execute the account debiting on the payment date if it turns out that balance of the Customer's account is insufficient. In such a case, the Customer indemnifies the **Bank** against any claims, demands and damages.
 - The Customer agrees that the facility/ service may be terminated by the **Bank** if during a period of 6 (six) consecutive months, the **Bank** failed to debit the Customer's account on the date of payment due to insufficient balance, dormant account, or any other reason in accordance with the provisions of the **Bank**.
 - The Customer may terminate the use of the Customer bill payment facility/service by giving written notice to the **Bank** 30 (thirty) calendar days prior to the desired effective date of the termination. All losses resulting from any delay in giving the notice of termination or changes by the Customer shall become the full account of the Customer.
19. Especially for automatic overbooking facility/ service, the following provisions shall apply:
- Upon written application from the Customer, the **Bank** may provide automatic and real-time overbooking facility/service in the same currency in the form of debiting from one or more Maybank Savings Accounts/iB Savings Accounts/Current Accounts/iB Current Accounts of the Customer as the source account ("Source Account/ Primary Account") to be credited into one or more Maybank Savings Accounts/iB Savings Accounts/Current Accounts/iB Current Accounts of the Customer as the beneficiary account ("Beneficiary Account/Subsidiary Account"), or vice versa.
 - Application for the Customer's participation can only be made at the **Bank's** branch office where the Customer opens the Source Account/ Primary Account. If the Customer's application is approved, the automatic overbooking facility/service shall only be effective on the following Business Day.
 - The Customer may choose an automatic over-booking facility/service, which among others can be used:

- to make payment transactions on each certain date/day/month according to the schedule desired by the Customer; and/ or
 - to maintain the end-day balance of the Beneficiary Account/Subsidiary Account in order that it remains to conform to the predetermined target balance; and/or
 - to maintain the end-day balance of the Beneficiary Account/Subsidiary Account in the event of an overdraft (OD); and/or
 - at the time balance of the Beneficiary Account/Subsidiary Account is insufficient or encounter funding deficit upon the occurrence of clearing transaction and/or LLG and/or RTGS and/or in-house clearing/overbooking and/or cash withdrawal through a teller and/or other debiting transactions through a teller, such nominal value will be overbooked amounting to the deficit of funds in the Beneficiary Account/Subsidiary Account.
- As a condition of participation, the **Bank** may require a minimum balance, both for the Source Account/Primary Account and Beneficiary Account/Subsidiary Account.
 - If the balance of the Source Account/Primary Account is insufficient, the **Bank** reserves the right not to execute the automatic over-booking facility/service and the **Bank** may (but is not obliged to) notify the Customer of this matter.
 - At the request of the Customer, the **Bank** may overbook the excess of funds/balance (if any) from the Beneficiary Account/Subsidiary Account into the Sources Account/Primary Account, and vice versa.
 - Especially for clause V.19.c points (ii) and (iii) above, if the holder of the Source Account/Primary Account is different from the Beneficiary Account/Subsidiary Account, then each Customer holding the account shall grant power of attorney to the **Bank** by means of a form specifically provided by the **Bank**.
 - The **Bank** reserves the right to make any changes to the features, schemes, mechanisms and types of account that can be included in the automatic overbooking facility/service with prior notification to the Customer in accordance with the applicable regulations.
 - The Customer may terminate the use of the automatic overbooking facility/service by giving written notice to the **Bank** 7 (seven) calendar days prior to the desired effective date of the termination.
20. The Customer understands, approves and authorizes the **Bank** to debit funds that are not the Customer's right if there is an error in crediting the funds into the Customer's account for any reasons.
21. If according to the **Bank's** records the Customer makes a cash withdrawal transaction, while the Customer does not make the transaction, the Customer may contact the **Bank** at the telephone number listed in clause XVII.1 within a period of 30 (thirty) calendar days after the date of transaction and if it has passed the said period of time, all transactions that have occurred shall be the Customer's responsibility.
22. The **Bank** may provide services in the form of submission of withdrawal/debiting transaction information to the Customer in accordance with the **Bank's** policy to the Customer's cellular/ handphone number registered with the **Bank**. If there is a change to the Customer's cellular/ handphone number and the Customer does not update the data to the **Bank** and/or the Customer's cellular/handphone number is inactive, the transaction notification is deemed to have been made by the **Bank** and the Customer hereby indemnifies the **Bank** from all transactions that have occurred.

VI. Fees, Interest and Returns

- With regard to the costs charged on the savings account, the following provisions shall apply:
 - The **Bank** reserves the right to determine the costs associated with the use/operation of the account by the Customer and will notify the Customer in accordance with the applicable regulations. Changes to the rates and costs will be notified by the **Bank** through information at the branch office, website, internet banking or other media within a period of time in accordance with the applicable regulations.
 - Every month or every time which has been determined, the Customer hereby authorizes the **Bank** to withhold/debit an amount of the funds/ money available in the Customer's account, including the Special Account for the following purposes:
 - to pay administrative costs, management fees of the account along with the facilities enjoyed by the Customer holding the account, the amount or the calculation of which shall be notified by the **Bank** to the Customer holding the account in accordance with the applicable regulations;
 - to pay/fully pay the outstanding costs, which become the burden or liability of the Customer related to the use of the **Bank's** services, among others, including, but not limited to stamp duty, outstanding liabilities, to pay/fully pay payment claim of the correspondent bank as well as other costs which have been incurred by the **Bank** to execute the Customer's instructions or other matters related to the business relationship between the **Bank** and the Customer.
 - If the withdrawal of funds by the Customer from his/her account results in the balance of the account below the minimum balance, the **Bank** will charge an additional administrative costs in accordance with the applicable provisions in the **Bank**.
 - As long as the account is in dormant status, the **Bank** remain entitled to execute debiting transaction for the account administrative costs in a certain amount set down by the **Bank**, including debiting the administrative fee of ATM (Automated Teller Machine) card, payment of interest/profits sharing/bonus and taxes on the interests/profits sharing/ bonus, and the imposition of stamp duty for current account/iB current account.
- With regard to the interests of conventional-based savings account, the following provisions shall apply:
 - Every month or every time which has been determined, the **Bank** shall credit into the Customer's account an amount of fund in accordance with the interest rate applicable in the **Bank**. The interest rate and method of calculation thereof will be notified by the **Bank** to the Customer in accordance with the regulations. The Customer understands that the Customer's deposits are guaranteed by the LPS (Deposit Insurance Corporation) to the

extent that the amount of deposits is in accordance with the LPS criteria and the interest received by the Customer does not exceed the guaranteed interest rate set down by the LPS.

- b. The interest as referred to in clause VI.2.a. above will be subject to taxes in accordance with the applicable regulations.
3. With regard to the proceeds of the savings accounts managed under the iB Sharia principles, the following provisions shall apply:
 - a. The **Bank** shall provide the profits sharing to the Customer holding the Maybank iB Savings Account under the Mudharaba contract according to the profits sharing composition/ratio agreed upon between the Customer and the **Bank**. The profits sharing shall be subject to taxes in accordance with the applicable regulations.
 - b. The **Bank** may (but is not obliged to) give bonuses to the Customer holding the iB Sharia savings account under the Wadiah contract, and the amount of which is in accordance with the **Bank's** policy. The bonus (if any) shall be subject to taxes in accordance with the applicable regulations.
 - c. The Customer understands that the Customer's deposits are guaranteed by the LPS (Deposit Insurance Corporation) to the extent that the amount of the deposit is in accordance with the LPS criteria.

VII. Account Statements and Records

1. The **Bank** and the Customer (hereinafter referred to as the "Parties") agree that any statements/ records/accounting of the **Bank** is the correct data, unless otherwise declared by a court of law.
2. Especially for Maybank Current Account/ iB Current Account, the **Bank** will send a statement/record of the account transactions on a regular basis according to the form stipulated by the **Bank** and if according to the Customer an error is found in the statement/record, within a period of 30 calendar days as of the date of the statement/ record, the Customer shall inform the **Bank** of such error with due observance of the provisions of clause VII.1 above.
3. Especially for Maybank Savings Account/iB Savings Account and Maybank Time Deposit/iB Time Deposit and term Deposits/iB term deposits, the Customer must contact/visit the **Bank** in order to obtain all statements/records of transactions on his/her account. If according to the Customer an error is found in the statement/record, within a period of 30 calendar days as of the date of the statement/ record, the Customer shall inform the **Bank** of such error with due observance of the provisions of clause VII.1 above.
4. If the statements/records of the **Bank** shall be collected/printed by the Customer him/herself at the **Bank**, but the Customer does not collect/ print such statements/records within a period of 30 calendar days as of the date of the transaction or at the end of each month, the **Bank** has no obligation to keep such statements/records.
5. The Parties agree that microfilm or statements/ records made by the **Bank**, including the print outs/records thereof from the electronic facilities or the recording of conversation/print-out of an electronic transaction provided by the **Bank** constitutes lawful evidences and shall be binding on the Parties.
6. The Customer agrees that the **Bank** is only obligated to administer/keep the original document of the Customer's transactions within a period of time stipulated in accordance with the applicable policies of the **Bank** and/or the provisions of the prevailing laws and regulations.
7. The Customer may request a print out of transactions on his/her account and/or transaction documents of his/her account at the latest 30 (thirty) calendar days after the date of the transaction and/or ask for the transaction document tracing for a certain period and for such request the **Bank** will charge costs in accordance with the policies applicable in the **Bank**.
8. At the written request of the Customer, the **Bank** may consolidate monthly transaction statements of several accounts of the Customer into 1 (one) consolidated statement of account transactions, under the following provisions:
 - a. the Customer must specify one of the accounts that will be used as the primary account, which serves as the place of consolidation of the transaction statements of other account(s).
 - b. the application for statements consolidation may only be submitted with the **Bank's** branch office maintaining the primary account.
 - c. the language printed on the consolidated statements follow the language contained in the primary account transaction statement.
 - d. if the holder of the primary account is different from the holder of other accounts, each Customer holding the accounts shall give power of attorney to the **Bank** by a form specifically provided by the **Bank**.
 - e. upon the consolidation of the monthly transaction statement, the Customer agrees not to get monthly transaction statement of each account belonging to the Customer.
 - f. the **Bank** reserves the right to make any changes to the service features and mechanisms, the total number and types of accounts which statements can be consolidated with prior notification to the Customer. In case of a change, the **Bank** will notify the Customer of such change in accordance with the applicable regulations.
 - g. the Customer may terminate the use of the account transactions consolidated statement facility/service by giving written notice to the **Bank** 7 (seven) calendar days prior to the desired effective date of the termination.
9. The **Bank** may, at any time, make corrections in case of a calculation/accounting error which affects the Customer's balance on the account without any penalty and costs, unless otherwise decided by a court of law. If after the correction is made the balance on the account is insufficient, the **Bank** is entitled to debit other accounts belonging to the Customer with the **Bank** by giving prior notice in accordance with the applicable regulations and/or to ask the Customer to make full payment of such shortage and with regard to this matter, the Customer agrees to fully pay such shortage.
10. For certain products of the **Bank**, account state-ments/records can also be accessed by the Customer through electronic banking services (with a limited reporting/recording period).

VIII. Information to Other Parties

1. The **Bank** will reasonably keep the confidentiality of all information of data and identity of the Customer holding the account which has been received by the **Bank**.
2. The Customer holding the account agrees that the **Bank's** obligations to keep the confidentiality as referred to in clause VIII.1 above shall not be applicable as long as the provision of such confidential information is made by the **Bank**:
 - a. with reference to the prevailing laws and regulations;
 - b. in the case the **Bank** executes instructions from the Customer holding the account, which instructions are associated with banking services to be used or received by the Customer;

IX. Suspicious Transactions

Within the framework of implementing the prudential principles, the **Bank** with reference to the provisions of the prevailing laws and regulations, may classify the Customer transactions as to be outside the profiles/suspicious/there is indication to avoid reporting to the relevant authorities or has an account to accommodate funds derived from a crime or known/suspected using falsified/forged documents or transactions which are alleged using funds derived from money laundering as referred to in the Law on Money Laundering (TPPU Law), Law on Preventing and Combating Money Laundering (PPTPPU Law), Law on the Preventing and Combating the Financing of Terrorism (PPTPT Law) as well as other crimes, including but not limited to fraud, forgery, embezzlement, invalidity or doubtfulness of the instructions/transaction of the account. In such case, the Customer agrees that:

1. The **Bank** may suspend or discontinue either temporarily or permanently including extending temporary suspension, canceling or refusing to process some or all instructions/transactions either on the **Bank** own initiative or at the request/instruction of the relevant authorities, and with regard to such suspension/discontinua-tion, the **Bank** will give the reason there of to the Customer unless otherwise stipulated in the applicable regulations, and/or
2. The **Bank** may freeze an account or hold back funds in an account and limit the Customer's right to withdraw his/her/its funds or freeze the activities of the Customer account (including other accounts owned by the Customer with the **Bank**) or restricting/not giving authorization to access the facilities/services of the **Bank** (including access to safe deposit box), and/or
3. The **Bank** may debit the Customer account, and/or
4. The **Bank** may close the Customer's account, and subsequently terminate the legal relationship with the Customer and/or
5. The **Bank** may meet its obligations relating to the Customer information to the relevant authorities in accordance with the applicable provisions and regulations, and/or
6. The **Bank** reserves the right to be informed of the information on sources and purposes of use of funds of the Customer holding an account or those authorized or the owner of funds, relating to the transaction that is considered dubious or not in conformity with the profile.
7. The **Bank** reserves the right to freeze a bank account in response to the reports/complaints of other banks and/or disadvantaged Customer related to false identity/fictitious data, to unfreeze the blocking and/or to debit the Customer's account to redeposit the funds into an account of another Customer who becomes victims of crimes at the request of interested party if under the investigation conducted by the **Bank**, it is reasonably suspected or it would seem that the data or information submitted by the Customer to the **Bank** is untrue or fictitious.

X. Electronic Banking Services

1. Those which are included in the electronic banking services that can be used to withdraw funds, to transfer funds, to make payment, to check the balance are the **Bank** services using the media of ATM card, Internet Banking, Cash Deposit Machine, Automatic Printed Machine, Phone Banking, Mobile Banking or Customer Care or other medias to be stipulated by the **Bank**.
2. Upon opening an account with the **Bank**, the Customer can immediately enjoy and use the electronic banking services provided by the **Bank**. The amount of cost of electronic banking services (if any) will be notified by the **Bank** to the Customer in accordance with the applicable regulations.
3. ATM Card, PIN (Personal Identification Number), Password and TAC (Transaction Authentication Code) is the responsibility of the Customer. Any consequence arising from the misuse of ATM card, Password, PIN and TAC shall be the full risk and responsibility of the Customer.
4. The Customer shall keep the confidentiality of the PIN provided by the **Bank** and shall not be allowed to inform the same to anyone.
5. The Customer shall be responsible for any transaction processed and/or carried out using ATM card or any transaction made with ATM machine or through electronic banking services provided by the **Bank** or other transaction processes processed or made electronically by the Customer him/ herself. With regard to the Joint Account, each Customer shall be responsible for any risks, claims and demands arising from the use of ATM card and/or electronic banking services provided by the **Bank** by one of the Joint Account Customers, including when the **Bank** has not/does not receive information that one of the Customers has died.
6. The Customer shall be given a period of sixty (60) calendar days to make a report to the **Bank**, in case of a claim/complaint related to his/her transaction at the ATM machine or at the electronic banking services of the **Bank**.
7. The Customer agrees that the notice of the account number and/or the name of the Customer as stated by the **Bank** in any confirmation of electronic banking transaction shall be excluded from the confidentiality provisions of the **Bank**.
8. Specifically for the Internet Banking services, the following provisions shall apply:
 - a. The Customer shall be obliged to have a computer program or software and computer specifications which is in accordance with those specified by the **Bank**.
 - b. The Customer shall be obliged to register him/herself with the **Bank** for obtaining SMS of Internet Banking Token in the following manner: (i) for personal/individual Customer, the registration may be done through the nearest branch of the **Bank** or (ii) for a corporate Customer, the registration may only be done through the branch office maintaining the account.

- c. When a Customer makes a First Time Log-In into the Internet Banking, the Customer shall be obliged to input the Internet Banking Registration Number and the Internet Banking Registration PIN.
 - d. After the procedure or mechanism as referred to in clause 8.b is successfully done, the Customer shall be obliged to create an Internet Banking user-id and password to be further used to log-in into the Internet Banking.
 - e. For each Internet Banking transaction:
 - i. The Customer shall be obliged to ensure the accuracy and completeness of the transaction order (including ensuring that all data required for such transaction has been fully and correctly completed). The Bank shall not be responsible for any possible impacts/ consequences that may result from negligence, incomplete-ness, obscurity or inaccuracy of order/ data from the Customer.
 - ii. The Customer shall have a one-time opportunity to recheck and/or cancel the data inputted before his/her data is automatically displayed on the confirmation screen by the system. The cancellation may be done by pressing the cancellation button.
 - f. For any transaction made through the Internet Banking, the Customer will be asked to request Internet Banking Token SMS. One Internet Banking Token SMS shall only apply for one-time transaction and shall be valid for 10 (ten) minutes as of the Internet Banking Token SMS is received by the Customer.
 - g. To determine or ensure that the Bank has executed any order/instruction from the Customer, the Internet Banking services will display confirmation screen stating that the transaction has been executed successfully and information on the reference number which constitutes evidence of transaction through the Internet Banking.
 - h. As long as the Customer fulfills the requirements as set down by the Bank, the Customer may use the Internet Banking to obtain banking information and/or to make banking transaction set down by the Bank. The type of banking information and the type of banking transaction using the Internet Banking that may be carried out by the Customer shall be informed/ notified from time to time by the Bank.
 - i. The Customer shall be obliged to complete all data or information required for each Internet Banking transaction correctly and completely.
 - j. Any order/instruction from the Customer that has been provided or sent to the Bank may not be cancelled for any reasons whatsoever and the Customer shall be responsible for all consequences arising from the execution of the order/instruction from the Customer.
 - k. Any order/instruction from the Customer received by the Bank:
 - i. constitutes a valid instruction and the Bank is not obliged to examine, look into or ensure the accuracy or authenticity of such instruction.
 - ii. shall be acknowledged by the Customer and applied as valid evidence although it is not made in a written document or other signed documents.
 - iii. shall be kept by the Bank in accordance with the Bank's policy and the Customer acknowledges and agrees that the order/ instruction from the Customer kept by the Bank shall constitute a valid order/ instruction and serves as a lawful and binding evidence.
 - l. The Bank shall not be obliged to execute the order/instruction from the Customer, if:
 - i. The Customer's fund/balance available in the Bank account is not sufficient or below the minimum balance as set down by the Bank; or
 - ii. The execution of the order/instruction from the Customer by the Bank resulting in the fund/balance of the Customer's account becoming below the minimum balance as set down by the Bank; or
 - iii. The Bank, at its sole discretion, has reason to suspect that there has been a fraud or a transaction that violates the provisions of the prevailing laws and regulations; or
 - iv. There is instruction issued by the relevant authorities which must be complied with.
 - m. The Internet Banking Token SMS notification sent to the Customer's cellular phone/hand-phone may be received by the Customer, provided that the inbox message of the Customer's cellular phone/hand-phone is not full and/or there is no disruption to the Cellular Operator system network.
 - n. The evidence of Internet Banking transaction conducted by the Customer is the transaction records of the Maybank Savings Account/iB Savings Account or Current Account/iB Current Account of the Customer with the Bank.
 - o. The Bank shall not be liable for any damages suffered by the Customer related to the following:
 - i. Any loss/damage caused by the equipment, software, internet browser provider or by the Internet Service Provider (ISP) or its agents;
 - ii. Any disruption due to computer virus or Trojan Horses system, code-breaking (decryption), hacking or cracking, false/ clone website or hazardous component causing disruption to the Internet Banking services, Web Browser or system computer of the Bank, customer or ISP.
 - iii. The use of unauthorized ISP.
 - iv. Any purpose of the use of Internet Banking Password and Login ID.
 - v. Any mistake in the transmission of Customer instructions or other Customer instructions that may be transmitted through the Internet Banking Service or transmission of all data or other information by the Bank through the Internet Banking Service.
 - vi. Any improper or incomplete Customer orders/instructions transmitted through the Internet Banking.
 - vii. Any failure of the Customer to comply with the guidance, procedures and the most recent instructions for the use of internet provided by the Bank.
 - viii. Any delay or refusal to execute the Customer orders/instructions transmitted through the Internet Banking, but the Bank will notify the reasons for such delay/refusal to the Customer, unless otherwise stipulated in the applicable regulations.
 - ix. The loss of SIM card and/or cellular phone which includes a telephone number registered in the Bank's Internet Banking system.
 - x. Any loss or damage, either directly or indirectly or other consequences or with respect to the use of Internet Banking.
9. Specifically for Mobile Banking services, the following provisions shall apply:
- a. The Customer shall be obliged to have SIM Card/cellular phone/hand-phone card of a Cellular Operator which has been stipulated by the Bank.
 - b. Prior to the use of Mobile Banking, the Customer shall be obliged to activate first the cellular phone/hand-phone number in accordance with the provisions of the Bank.
 - c. As long as the Customer meets the requirements set down by the Bank, the Customer may use the Mobile Banking to obtain banking information and/or to make banking transaction which has been stipulated by the Bank. The type of banking information and banking transaction using Mobile Banking that may be made by the Customer shall be informed by the Bank from time to time.
 - d. The orders/instructions provided by the Customer may only be made/provided to the Bank through a cellular phone/hand-phone number of the Customer that has been registered with the Bank.
 - e. The Customer shall be obliged to complete all data or information required for each Mobile Banking transaction properly and completely.
 - f. Any orders/instructions from the Customer that has been provided or sent to the Bank may not be cancelled for any reasons whatsoever and the Customer shall be responsible for all consequences resulting from the execution of such Customer orders/instructions.
 - g. Any orders/instructions from the Customer received by the Bank:
 - i. constitutes a valid instruction and the Bank is not obliged to examine, look into or ensure the accuracy or authenticity of such instruction.
 - ii. shall be acknowledged by the Customer and applied as valid evidence although it is not made in a written document or other signed documents.
 - iii. shall be kept by the Bank in accordance with the Bank's policy and the Customer acknowledges and agrees that the order/ instruction from the Customer kept by the Bank shall constitute a valid order/ instruction and serves as a lawful and binding evidence.
 - h. To identify or ensure that the Bank has implemented each order/instruction from the Customer, then:
 - i. the Bank shall send SMS Notification; or
 - ii. the Customer may check the transaction or account balance at the ATM or by contacting the Customer Care or by contacting the nearest Bank office.
 - i. The SMS Notification as referred to in the clause 9.h.i above shall be sent and may be received by the Customer, provided that the inbox message of the Customer's cellular phone/hand-phone is not full and/or there is no disruption to the Cellular Operator system network.
 - j. The Bank shall not be obliged to execute the order/instruction from a Customer, if:
 - i. The Customer's fund/balance available in the Bank account is not sufficient or below the minimum balance as set down by the Bank; or
 - ii. The execution of the order/instruction from the Customer by the Bank resulting in the fund/balance of the Customer's account becoming below the minimum balance as set down by the Bank; or
 - iii. The Bank, at its sole discretion, has reason to suspect that there has been a fraud or a transaction that violates the provisions of the prevailing laws and regulations; or
 - iv. There is instruction issued by the relevant authorities which must be complied with.
 - k. Any successful or unsuccessful Mobile Banking transaction shall be subject to charges by the Cellular Operator and all of such costs shall be borne by the Customer.
 - l. The evidence of Mobile Banking transactions carried out by the Customer shall be the transaction record of Maybank Savings Account/iB Savings Account or Current Account/iB Current Account the Customer with the Bank.
 - m. The Customer shall be obliged to inform the Bank in case of change in the Customer cellular phone/hand-phone number to be used for the Mobile Banking transaction.
 - n. The Bank shall not be liable for any loss/ damage suffered by the Customer relating to the following:
 - i. Any abuse of Mobile Banking PIN which is the responsibility of the Customer.
 - ii. Any order, transaction and communication on the use of Mobile Banking which is the responsibility of the Customer.
 - iii. The cancellation of transaction instructions/orders which has been executed by the Bank.
 - iv. Any failure or problem relating to the telecommunication connection/network.
 - v. Any improper or incomplete orders/instructions transmitted through Mobile Banking.
 - vi. Any failure of the Customer to comply with the guidance, procedures and the most recent instructions for the use of cellular service provided by the Bank.
 - vii. Any delay or refusal to execute the Customer orders/instructions transmitted through the Mobile Banking, and the Bank will notify the reasons for such delay/ refusal to the Customer, unless otherwise stipulated in the applicable regulations.
 - viii. The loss of SIM card and/or cellular phone which includes a telephone number registered in the Bank's Mobile Banking system.
 - ix. Any loss or damage, either directly or indirectly or other consequences or with respect to the use of Mobile Banking.
10. Blocking/Suspension and Termination of Internet Banking and/or Mobile Banking Facility Access
- a. The Bank shall block the Internet Banking and/or Mobile Banking facilities, if:
 - i. error in inputting the Internet Banking and/or Mobile Banking PIN for 3 (three) times consecutively, or
 - ii. there is certain consideration from the Bank and it shall be informed to the Customer unless otherwise stipulated in the laws and regulations; or
 - iii. there is a request from the Customer for blocking, specifically for the Mobile Banking

facilities, including blocking for reason of loss of SIM Card or cellular phone/hand-phone card; or

- iv. the Internet Banking and/or Mobile Banking is used for any transactions prohibited by the provisions of prevailing laws; or
 - v. the relevant authorities issue some instructions which must be complied with.
- b. The **Bank** shall discontinue the Internet Banking and/or Mobile Banking facilities, if:
- i. The Customer submits an application to the **Bank** to discontinue the Internet Banking and/or Mobile Banking facilities enjoyed/used by the Customer; or
 - ii. The Customer closes all accounts accessible by the Internet Banking and/or Mobile Banking facilities; or
 - iii. The Customer violates the terms and conditions of Internet Banking and/or Mobile Banking or other terms and condition set down by the **Bank** from time to time; or
 - iv. The **Bank** discontinues the Internet Banking and/or Mobile Banking facilities; or
 - v. The Cellular Operator or the Customer discontinues the cellular phone/hand-phone number of the Customer or the termination of cooperation between the **Bank** and the Cellular Operator in the framework of providing Mobile Banking service facilities (particularly for Mobile Banking facilities); or
 - vi. The Internet Banking and/or Mobile Banking is used for some transaction prohibited by the prevailing laws and regulations; or
 - vii. The relevant authorities issue some instructions which must be complied with.
- c. If the closing/discontinuation or blocking of the Internet Banking and/or Mobile Banking occurs, then to reactivate the Internet Banking and/or Mobile Banking facilities, the Customer shall be obliged to carry out the procedures for reregistration and other procedures set down by the **Bank**.
11. The electronic banking services may be used by the Customer at the time specified by the **Bank**. In case of regular maintenance to improve the services, the **Bank** will notify the Customer.

XI. Account Blocking

1. For any reason, a Customer may submit an application to the **Bank** in order that the **Bank** blocks its account in accordance with the method/procedures as set down by the **Bank**.
2. If there is news or notification that the Customer dies or is unable to take legal conduct, the **Bank** shall in good faith and under the prudential principles temporarily block the operation of the account. The blocking shall be unfreeze if it proves that the Customer is still alive/is able to take legal conduct or at the request of any other party (e.g. the lawful heirs/heiresses, custodian/receiver) based on the evidences acceptable to the **Bank**.
3. Specifically for Joint Account, if there is some disputes among the Joint Account Customers, and one of the Joint Account Customers requests the **Bank** to block the funds available in the Joint Account, then the funds available in the Joint Account shall not be used by all of Joint Account Customers until there is a written agreement among the Joint Account Customers or there is coercive legal decision.
4. The Customer agrees, in good faith and with reference to the prudential principles, that the **Bank** at its own consideration shall be entitled to block the Customer's account either temporarily or permanently, including if:
 - a. in the opinion of the **Bank** there is indication that the account is related to a crime; or
 - b. there is an application for blocking from the interested party relating to the lost proprietary documents or operational documents of the Customer account or the Customer account is used for accommodating proceeds of crimes;
 - c. there is a dispute/conflict among the management or shareholders of the Customers;
 - d. the data or information provided by the Customer to the **Bank** is found untrue, incomplete, fictitious or apocryphal.
5. At the request/instruction of the relevant authorities/authorized official according to the law, the Customer agrees that the **Bank** shall be entitled to block the Customer's account until a further order/instruction from the relevant authorities/ authorized official to unfreeze the blocking of the account and/or until the Customer performs his/her obligations under the said laws and regulations.
6. As a follow up to the report from the disadvantaged Customer related to false identity/fictitious data, the **Bank** shall be entitled to block, to unfreeze the blocking and/or to debit the Customer's account to redeposit the funds into the account of another Customer who becomes victim of crimes at the request of the interested party if under the investigation conducted by the Bank, it is found that the data or information submitted by the Customer to the **Bank** is untrue or fictitious.

XII. The Accountholder Dies

1. If there is news, information or notification that the Customer dies, then the funds available in the account shall be delivered/transferred to the lawful heirs of the Customer after the heirs(es) of the Customer has provided the documents required by the **Bank**.
2. Specifically for a Joint Account, if there is news or information that one of the Joint Account Customers dies, then the Joint Account Customers who is still alive shall only has the right to operate/close the joint account after obtaining approval from all heirs of the Customer who dies.
3. Upon the transfer of funds as referred to in clause XII.1 above, the **Bank** is indemnified against all liabilities, claims, damages and risks that may arise from any party whatsoever.
4. The Customer, the Heir and all Successors agree that the retention responsibility of the **Bank** of documents, and recording of transaction mutation on the Customer's account, either in the form of hardcopy and/or electronic/softcopy and or in other forms shall be in the maximum of 10 years, starting from the end of the **Bank's** financial year in which the account opening takes place or as of the date of the last debiting and crediting transaction or other transactions on the account.
5. The Customer and the **Bank** hereby agree that all claims submitted to the **Bank** after the retention/recording period shall not bind upon the **Bank** and therefore the Customer, the Heir and all Successors release the **Bank** from any lawsuits and/or claims in any form whatsoever.

XIII. Closure of Account

1. The Customer agrees that the **Bank** is entitled to close an account (including services and/or facilities related to the Customer's accounts) without any obligation for the **Bank** to provide proof to the Customer, in the case of:
 - a. There is a written request from the Customer holding the account in the manner/procedures set down by the **Bank**.
 - b. The Customer(s) holding the account (either individually or all Customers for Joint Account) is/are included in the black list as determined/issued by:
 - i. Bank Indonesia;
 - ii. international institutions (including terrorist list issued by the United Nations - UN);
 - iii. governmental agencies/relevant authorities;
 - iv. Internal watch list of the **Bank**.
 - c. According to the **Bank** consideration, the data, documents, information and/or the identity of the Customer that have been submitted to the **Bank** are found and/or reasonably suspected to be untrue, false, fictitious or the truthfulness of which cannot be verified or is doubted, including anonymous accounts or accounts using fictitious names;
 - d. According to the **Bank** consideration, the Customer does not/has not completed the identity information/documents required as notified by the **Bank** (including identity information/documents related to the beneficial owner of the Customer) and/or the Customer information/profiles derived from the Customer's documents are considered to be not/is not adequate by the **Bank** and/or unwilling to cooperate to update his/her data and identity as referred to in clauses II.4 and II.5 above.
 - e. The Customer uses his/her/its account for committing a crime including being used to accommodate the funds resulting from a crime;
 - f. The Customer is a shell bank or a part of a shell bank or has a correspondence relationship with a shell bank or allows his/her/its accounts to be used by a shell bank;
 - g. The Customer has funds or assets involved or controlled by terrorists or used for the purposes of terrorism;
 - h. The use of account is not in accordance with the purpose of account opening, including using the account for transactions that harm the **Bank** either directly or indirectly;
 - i. The Customer dies, is unable to take legal conduct, bankrupt or liquidated;
 - j. The Customer account has a nil balance or the balance of which is less than the minimum amount/limit specified by the **Bank** or the account of which is included in the dormant status in accordance with the provisions of the **Bank**;
 - k. There is an order/instruction from the relevant authorities/authorized officials under the prevailing laws;
 - l. The Customer acts contrary to the laws and regulations;
 - m. Due to any reasons upon the consideration of the **Bank**.
 - n. The period of document retention, recording of account transaction mutation, recording of transaction mutation of closed account, dormant account/inactive account, other requests related to document/account mutation/other related matters ("**retention/recording period**") have exceeded the retention/recording period applicable in the **Bank**.
2. Specifically for a Customers of Joint Account, unless otherwise agreed upon by the Bank, a Joint Account closure must be done jointly by all Customers of a Joint Account. Notwithstanding the above provisions, specifically for the Customers of Maybank Time Deposit/iB Time Deposit Joint Account with "OR" type, then one of the parties who open the account may close or disburse the Maybank Time Deposit/iB Time Deposit.
3. The remaining balance of a closed account will be given to the Customer after being deducted by costs of closure or other service fees and/or costs payable by the Customer to the **Bank** relating to the outstanding obligations. If after being deducted there are still remaining funds, the **Bank** will treat the funds in accordance with the applicable regulations.
4. In order to avoid a misuse, if an account is closed, at the request of the **Bank**, a Customer shall be obliged to return the ownership documents of a closed account. Specifically for an account in the form of Maybank Current Account/iB Current Account, the Customer shall be obliged to return all unused cheque/bilyet giro/payment order to the **Bank** and the Customer shall be obliged to provide sufficient funds in the Special Account as referred to in clause IV.6 if there is still outstanding cheque/ bilyet giro/payment order.
5. The closure of an account shall be subject to an administrative fee, the amount of which is in accordance with the provisions applicable in the **Bank** at the time of the account closure is done.

XIV. Power and Authority

1. The Customer shall grant irrevocable power and authority with the substitution rights to the **Bank** in order that the **Bank** can implement the Terms and Conditions, exercise its power and authority.
2. If the implementation of the Terms and Conditions requires a separate power of attorney or if there is a change to the provisions of laws and regulations or the enactment of a new provisions of laws and regulations that requires the **Bank** to obtain a separate special power of attorney from the Customer in terms of the **Bank** implementing the Terms and Conditions, then the Customer holding the account, in due course, shall be obliged to sign and grant the intended power of attorney at the first request from the **Bank**.

XV. Indemnification

The Customer, the Heir and/or the Successor release the **Bank** from any lawsuits and/or claims in any form whatsoever, including such lawsuits and/or claims submitted by any party to pay damages:

1. If a Force Majeure occurs and affecting the **Bank**. Force Majeure is a condition that is beyond the control of the **Bank** or beyond the ability of the **Bank** to anticipate the same which has led to the inability of the **Bank** to exercise its rights and obligations;
2. As a result of instructions execution or actions in executing instructions from the Customers;

3. If the **Bank** suspends, cancels or refuses the Customer instructions (by giving the reasons thereof to the Customer unless otherwise stipulated by the laws), or blocks or debits the Customer's account as the **Bank** suspects any indication of crimes including but not limited to forgery, fraud, invalidity or doubtfulness of the instructions/ transactions of the account, or as a follow-up to the report of the disadvantaged Customer related to the false identity, fictitious data, inaccuracy of data or information submitted by the Customer to the **Bank**.
4. In the form of a decrease in the value of funds in his/her/its account due to withholding/ imposition of taxes imposed by the **Bank** on the Customer or the fluctuation of the exchange rate of foreign currency of his/her/its accounts including the losses caused by a decrease in foreign exchange/foreign currency value of the warrant which is still under the process of transfer/inkaso;
5. If the **Bank** becomes a victim of a crime;
6. As a result of the **Bank** executing any instruction ordered by the relevant authorities/authorized officials under the laws;
7. As a result of failure or delay in receipt of the notifications from the Customer by the **Bank** relating to the account along with the data and identity thereof, including a delay of the notification of heirs/family members of the Customer/interested parties with respect to the condition that the Customer dies/suffers from coma/critical ill/be incapable to take legal conduct/dissolved/liquidated/bankrupt;
8. As a result of or legal consequences arising from the refusal of a bounced cheque and/or bilyet giro by the **Bank**;
9. As a result of the blocking by the **Bank** as referred to in clause XI, which may cause a delay or non-execution of the Customer's instruction by the **Bank** including all consequences arising from the debiting of the Customer's account by the **Bank** to return the funds into the account of the interested parties;
10. As a result of Customer not heeding/complying with the Terms and Conditions;
11. As a result of the closure of account as referred to in clause XIII of the Terms and Conditions.
12. As a result of or legal consequences arising from the placement of funds in the **Bank** originating from a crime and/or the Customer using an account with the **Bank** as a means to commit a crime or receiving funds originating from a crime, either committed by the Customer (including its board of directors, employees and affiliated parties), or other parties related to the Customer.
13. If the request regarding data, document, information, and/or other matters related to any accounts and/or account transactions have exceeded the retention/recording period, i.e. it exceeds the 10-year period starting from the end of the **Bank's** financial year in which the account opening and/or the debiting and crediting transaction or other transactions related to the Customer's account take place;
14. If it has exceeded the 5-year period of interest payment obligation as set forth in Article 1975 of the Indonesian Civil Code.

XVI. Set-Off

1. With regard to all funds maintained in the account, the Customer agrees that the funds in the account may be used as set-off/compensation to all Customer's liabilities or debts to the **Bank** either for current or future liabilities or debts.
2. The **Bank** will notify the Customer, if the **Bank** takes the measure/action as referred to in clause XVI.1 above.

XVII. Notice

1. Any notice from the **Bank** will be served/sent in writing or verbally to the Customer's address recorded in the **Bank's** data. The notice from the **Bank** may also be attached in writing to the announcement board located in each branch office of the **Bank**, or published in printed media, electronic media, internet banking, the **Bank's** website (<https://maybank.co.id>) or other media. The serving/sending of this notice shall refer to the applicable regulations.
2. Each notice served/sent by the **Bank** by mail shall be considered to have been served/sent at the time of posting. Any notice transmitted by facsimile or electronic mail (e-mail) or short message service shall be considered to have been transmitted at the time it is transmitted by the **Bank**.
3. Any notice from the Customer must be served/sent to the **Bank** office at the place the accounts are administered or other places to be determined by the **Bank**. Related to that matter, the **Bank** will notify the Customer of the same in accordance with the applicable regulations. The Customer shall be responsible for any loss resulting from any delay or failure of the Customer to serve/ send a notice to the **Bank**.

XVIII. Disputes Resolution and Place of Legal Domicile

1. The Terms and Conditions shall be interpreted according to and subject to the laws of the Republic of Indonesia.
2. In the event of a dispute relating to the Terms and Conditions, the Parties may make deliberations to resolve the disputes or agreement to settle the same in advance through the mechanism for Banking Mediation as provided for in the regulations of Bank Indonesia.
3. If the mechanism as referred to in clause XVIII.2 above fails to resolve the disputes, the Parties agree to resolve such disputes through a Court of First Instance.
4. With respect to the Terms and Conditions and all consequences thereof, the Parties choose a permanent place of legal domicile at the Clerk's Office of the Court of First Instance having jurisdiction over the area of the place of branch office of the **Bank** where the account is opened.
5. If the Customer has several accounts with one or more branches of the **Bank** or working units of the **Bank**, the Parties agree to choose a permanent place of legal domicile at the Clerk's Office of a Court of First Instance having jurisdiction over the area of the place where one of the disputed account was opened.

XIX. Relinquishment of Rights

The failure, delay, or suspension by the **Bank** to exercise its right arising from the Terms and Conditions or the failure, delay, or suspension of the **Bank** to ask the Customer to comply with the Terms and Conditions, shall not be considered as a waiver or relinquishment of the rights, authority, or claims by the **Bank** to at a later date demand the fulfillment of the provisions of the Terms and Conditions.

XX. Change of the Terms and Conditions

The Customer agrees and approves that all changes to the Terms and Conditions shall be reasonably notified by the **Bank** with the mechanism as set down in clause XVII.1 with reference to the applicable regulations. If until the lapse of 30 (thirty) Business Days and there is no objection from the Customer, the Customer shall be considered to have agreed with such changes. Furthermore, if the Customer does not agree to the intended changes, the Customer may terminate/ discontinue the provision of products/services/ facilities of the **Bank** being enjoyed by the Customer. The change(s) related to the Terms and Conditions shall constitute an integral and inseparable part of the Terms and Conditions.

XXI. Assignment

The **Bank** may assign any or all of its obligations arising under the Terms and Conditions by notifying the Customer about such intention.

XXII. The Lost/Damaged/Defective Account Ownership Documents

In the event of loss or damage to or defects in the ownership documents or account transaction documents of the Customer, the Customer shall be obliged to immediately contact the **Bank**. Subsequently, the Customer shall be obliged to submit the documents required by the **Bank** in order to prevent the misuse of such documents.

XXIII. The Independence of Terms and Conditions

If one of the clauses in the Terms and Conditions is held unenforceable under the laws and regulations, such unenforceability shall not cause other clauses of the Terms and Conditions to be null and void and therefore in such a case, other clauses in the Terms and Conditions shall remain valid and have the binding force on the Parties.

XXIV. Headings

Headings contained in the Terms and Conditions are inserted for ease of reading the Terms and Conditions and are not intended to determine the interpretation of the Terms and Conditions.

XXV. Products Transparency

The **Bank** has provided an adequate explanation of the characteristics of the products offered/marketed by the **Bank** to be used by the Customer and the Customer has understood and comprehended the consequences of the use of such products, including the benefits, risks, and costs inherent in the products offered/ marketed by the **Bank**.

XXVI. Governing Language

If the Terms and Conditions are made in English and there are inconsistencies or contradictions between the Indonesian version and the English version, the Parties agree and acknowledge that the Terms and Conditions in the Indonesian version shall prevail over any translation, interpretation and/or implementation thereto. Translation into English is for the reference (convenience) only and do not determine the interpretation of the Terms and Conditions.

XXVII. Procedures for Complaints

1. If the Customer intends to express their grievances/ complaints related to services, products, facilities, or transaction with the **Bank**, the Customer shall submit the complaint or grievance in writing accompanied by supporting document thereof at the latest within a period of 30 calendar days as of the date of such event. Submission of the complaint or grievance shall be addressed to the nearest branch office of the **Bank** or call the Maybank Customer Care at 1500611 or by e-mail to customer@maybank.co.id.
2. The **Bank** will process and follow up such complaint or grievance of the Customer within a period of 20 (twenty) Business Days as of the supporting documents are declared to be complete by the **Bank**, provided that the **Bank** shall be entitled to extend the estimated time for resolving such complaint with reference to the complexity of the issues and investigation processes to the related parties, in accordance with the applicable regulations.
3. Objections, grievances and complaints received by the **Bank** after the period as referred to in Article XXVII.1 above shall not be processed further by the **Bank**, so that all losses specified in the objections, grievances and complaints will be entirely the responsibility of the Customer.

XXVIII. Provisions for Deposit, Overbooking and Withdrawal Without Completing Application/Transaction Slip (Slipless Transaction)

For some banking services, the **Bank** provides deposit, overbooking and withdrawal services without completing an application/transaction slip (slipless transaction), the conditions of which shall refer to clause V above. In addition to the provisions of clause V, the following provisions shall also apply:



1. Instruction from the Customer will be executed after the **Bank** has received verbal confirmation from the Customer for the detailed instructions to be executed.
2. The deposits/overbooking/withdrawals shall be considered valid by the **Bank** after validation and having fulfilled the provisions applicable in the **Bank**. Validation is proof of transaction printed by the **Bank**, which specifies a summary of deposit/overbooking/withdrawal transaction that has been signed by the Customer.
3. The Customer shall be obliged to sign the validation printed by the **Bank**. Without the signing of the validation by the Customer, the **Bank** reserves the right to cancel the transaction.


XXIX. Fraud Indications

1. The **Bank**, including its board of Directors/ Employees or any other party representing the **Bank** are prohibited from requesting and/or receiving a sum of money and/or gifts or anything in any form whatsoever from the Customer outside as those agreed upon in the Terms and Conditions.
2. Any action/measure of requesting and/or receiving an amount of money and/or a gift or anything in any form whatsoever from the Customer outside as those agreed upon in the Terms and Conditions is a deviation or fraud or violation in conducting business activities of the **Bank**.
3. The Customer is prohibited from giving a sum of money and/or gifts or anything in any form whatsoever other than those as agreed upon in the Terms and Conditions, to the board of Directors/ Employees or any other party representing the **Bank**.
4. If the Customer is aware of any indications/ events of deviation or fraud or violations that have been committed by the Board of Directors/ Employees of the **Bank** or any other party representing the **Bank**, or is asked to provide anything in any form whatsoever other than those as agreed upon in the Terms and Conditions to the **Bank's** Board of Directors/ Employees or any other party representing the **Bank**, the Customer is obliged to inform the **Bank's** whistleblower hotline of such indication/event via e-mail at whistleblowing@maybank.co.id or short message service (SMS)/WhatsApp at 0811 1930 1000 or Toll Free 0800 1503034.
5. In connection with paragraph 4 of this article, the **Bank** will guarantee the confidentiality of all information/ data provided by the Customer as the reporting party, including the identity of the Customer as the reporting party.

XXX. Compliance with the Laws and Regulations

The terms and conditions have been adjusted to the provisions of the laws and regulations, including the provisions of the Financial Services Authority Regulations. The **Bank** is a participant of the LPS deposits insurance program.

Call 1500611, visit any **Maybank branch** or log on to www.maybank.co.id for more details, terms and conditions. Connect with us on:  Maybank  @MaybankID

PT Bank Maybank Indonesia Tbk. Is registered and supervised by OJK  and is a member of the Indonesia Deposit Insurance Corporation. 