

# Indonesia Country Condition

The following terms amend and/or supplement the Relationship Documents which shall apply to the provision of Services by the Bank to the Customer in Indonesia only ("**Indonesia Country Conditions**").

## 1. Language

The Relationship Documents have been drawn in both Indonesian and English texts and both versions shall be equally authentic, whereas in the event of inconsistency between the Indonesia version and the English version, the Indonesia version shall prevail and the relevant English text will be deemed to be amended to conform with and be consistent with the relevant Indonesia version.

## 2. Amendment and Termination

- 2.1. The periods for the Bank to notify the Customer of any amendment to or the termination of terms governing the Services shall be subject to the requirements under the applicable laws and regulations.
- 2.2. Without prejudice to Clauses 13.1 and 13.2 of the Master Services Agreement, the Bank may make amendments to the Relationship Documents by giving the Customer notice by (i) by exhibiting the same at any of our branches in Indonesia, (ii) publishing the same on the Bank's website, in the press or in any media in Indonesia, or (iii) in such other manner the Bank deems fit.
- 2.3. The Parties hereby agree to waive that portion of Article 1266 of the Indonesian Civil Code which could otherwise require the Parties to obtain a court order to terminate the Relationship Documents and the Parties may therefore terminate the Relationship Documents in accordance with the terms of the Relationship Documents.

## 3. Operation of Account

- 3.1. The Customer acknowledges among others the following matters pursuant to the prevailing Bank Indonesia regulation and circular letter:
  - (a) The Customer is responsible for the drawing of any cheques/bilyet giros and for any forms of cheques/bilyet giros provided by the Bank. The Customer may not draw any cheques/bilyet giros with non-sufficient funds under any circumstances;

- (b) The Customer agrees that if:
  - (i) the Customer is or becomes included into the National Black List administrated by Bank Indonesia for any reason whatsoever; or
  - (ii) it draws cheques/bilyet giros with non-sufficient funds during any period of National Black List sanction;

the Customer shall not be entitled to use the cheques/bilyet giros and the Bank shall have the right to either terminate the cheque/bilyet giros or close the Customer's Account(s) (as the case may be). The Customer further acknowledges that upon the closure of the Customer's Account(s), the Bank shall comply with the requirements under the applicable regulations. For this purpose, any funds in the Account(s) shall be used to pay the outstanding amounts of any issued cheque/bilyet giro and the remaining funds (if any) may be transferred to another account of the Customer as determined by the Bank;

- (c) The Bank shall not be liable for any Losses suffered by the Customer which result from the rejection of cheques/bilyet giros with non-sufficient funds by any relevant third party provided that the Bank performs its obligations in accordance with the Relationship Documents and in compliance with any relevant Indonesian legislation; and
- (d) In respect of a joint Account, all joint Account holders must provide a written statement confirming which joint Account holder(s) is entitled to sign the cheque/bilyet giro. The authority to sign a cheque/bilyet giro can be granted to one or more Customer party(ies) to a joint Account.

- 3.2. The Customer agrees that the Bank shall not be liable to the Customer or any other person for any damages, losses, costs or expenses arising from or in relation to the unavailability of funds to be credited to the Account as a result of any restriction on convertibility or transferability or any other foreign exchange restriction.

- 3.3. In the event that an Account is closed and there is still remaining balance in that Account afterwards, the Customer will remain entitled to the amount of such balance and the Bank will transfer the amount to the Customer's other Account maintained with the Bank or, if there is no such other Account, to a suspense Account. The Bank shall be authorized to deduct from such amount any applicable fee and charge for the Account closure and all other sums owing from the Customer to the Bank. To the extent not required otherwise by the Bank, withdrawal of the balance which has been credited to the suspense account may only be effected through a certain channel and in a method as required by the Bank and it may be subject to certain restrictions under the applicable laws and regulations and the Bank's policy, including those related to suspicious criminal acts. The Customer agrees that the remaining balance in the suspense account will bear no interest and the Bank shall be authorized to deduct from such amount any applicable administration and other fees at any time until the amount is fully withdrawn by the Customer.
- 4. Business Account Tariff**
- The Bank's standard tariffs, charges and fees are available at any of our branches in Indonesia or at the Bank's website [www.hsbc.co.id](http://www.hsbc.co.id).
- 5. Power of Attorney**
- The Customer hereby grants a power of attorney to the Bank to (i) set off any Account in accordance with Clause 8 of the Master Services Agreement; and (ii) debit the Bank's fees, costs, charges, interest and expenses from an Account pursuant to Clause 12.2 of the Master Services Agreement.
- 6. Risk Disclosure and Acceptance**
- 6.1. The Customer acknowledges and accepts that the eligibility of a deposit to be covered by the deposit guarantee program (the "**Program**") managed by the Indonesian Deposit Insurance Corporation ("**LPS**") shall depend on the maximum amount of deposits insured (as determined from time to time by the Indonesian government) and on the effective interest rate of such deposit.
- 6.2. The Customer further acknowledges and accepts that if, at any time (at fund placement or on each interest rate reset date), the effective interest rate of a deposit is above the maximum interest rate deemed reasonable from time to time by the LPS for the purpose of the Program ("Maximum Interest Rate"), then such deposit would not be eligible to be covered by the Program and if the effective interest rate at any time is at or below the prevailing Maximum Interest Rate, the Deposit would be eligible to be covered by the Program.
- 6.3. The Relationship Documents are in conformity with the requirements of laws and regulations including the Regulation of the Indonesia Financial Service Authority concerning Consumer Protection in Financial Service Sector and its implementing regulations. The Customer understands that any question, input or complaint from the Customer in relation to the Bank's services may be sent to the Bank via the following contact details:
- Corporate Call Center  
Telephone: 1500237 / (62-21) 25514777  
E-mail: [businessbanking@hsbc.co.id](mailto:businessbanking@hsbc.co.id)
- and will be handled by the Bank in accordance with the applicable laws and regulations.
- 7. Personal Data Rights**
- 7.1. The exercise of any personal data rights under the relevant Data Protection Legislation prevailing in Indonesia may be submitted to the Bank by following the processes set out in the Bank's Privacy and Security, accessible and/or downloadable at [www.business.hsbc.co.id](http://www.business.hsbc.co.id).
- 7.2. With respect to Clause 2.1 and Clause 2.2, and to align with the relevant Data Protection Legislation prevailing in Indonesia, the processing of Customer Information (including Confidential Information) as be referred to in the said clauses cover the following activities:
- acquisition and collection;
  - processing and analysis;
  - storage;
  - fixes and updates;

- e. display, announcement, transfer, dissemination, or disclosure; and/or
- f. deletion or destruction.

## 8. Consent to Direct Marketing Activities

- 8.1. **Unless the Customer determines (via the communication channel provided in Clause 6.3 above or via the opt-out mechanism provided in each direct marketing communication received by the Customer) that the Bank must not (or must no longer) use the Customer's data and/or information or share the same to other party for direct marketing purpose**, the Customer hereby provide its consent to the Bank to (i) use its data and information; and (ii) share such data and information to third parties, for direct marketing purpose, with further details provided under the "Use of Data in Direct Marketing" section in the Bank's Privacy and Security, accessible [here](#).
- 8.2. Further, the Customer is willing to be contacted by the Bank and/or any third party in-cooperation with the Bank, by way of private communication channel (mail, email) with respect to any information offering for new products and services (including any changes or features enhancement of existing product and/or service).

### Disclaimer

PT Bank HSBC Indonesia is a banking institution licensed to operate in Indonesia and supervised by the Indonesian Financial Services Authority as well as Bank Indonesia. PT Bank HSBC Indonesia is an LPS guarantee participant.