Terms of Product and Service

This document (**Terms of Product and Service**) sets out the terms and conditions related to the account products and services applicable to the Customer.

I. Terms of Operating Account

1. Current Account

1.1. Instrument Books

1.1.1. The Bank may, at its sole discretion, refuse to issue any book of or any individual cheque/bilyet, giro/payment order, including other similar instrument as specified or permitted by the Bank ("Instrument"). Such refusal will be informed to the relevant Customer through such means deem appropriate by the Bank, taking into account the prevailing laws and regulations.

1.1.2. The use of Instrument's book(s) (and each Instrument) is the Customer's responsibility and must be picked up by the Customer or its valid representative or be delivered by such means as determined from time to time by the Bank at its discretion.

1.1.3. The Customer should immediately upon receipt verify each Instrument's serial numbers, account number and name of the Customer printed thereon. Any irregularities should promptly be reported to the Bank.

1.2. Issuance of Instrument

1.2.1. Cheques and bilyet giros should be drawn in Rupiah.

1.2.2. The Customer is responsible for each Instrument drawn and should exercise due care when drawing any Instrument to ensure their correctness. An Instrument shall not be drawn by any means and/or in any manner which may enable an Instrument to be altered or may facilitate fraud or forgery.

1.2.3. Any alteration on an Instrument must be confirmed by full signature(s) of the relevant authorized Account signatory.

1.3. Deposit and Incoming Fund Transfers

1.3.1. All deposits or incoming fund transfer funded by an Instrument may be accepted at the Bank's sole discretion and subject to the clearing of fund hence the Customer may not withdraw any amount so conditionally credited to its Account until the Bank has received confirmation on clearing of funds. If the clearing of funds are not received by the Bank, any conditional credit made to the Account may be reversed and the Customer shall indemnify the Bank in respect of costs, losses and liabilities incurred by the Bank as a result thereof.

1.3.2. The Bank will credit the amount of any Instrument under the following rules:

(i) All Instruments which are deposited are received by the Bank as attorney for collection. In the absence of gross negligence or willful misconduct on the part of the Bank, any risk arising from such deposits remains with the Customer and the Bank may either:

(a) routes any Instrument for collection to the drawee or other payee for payment in cash, bank draft or otherwise; or

(b) refrains from presenting, demanding, collecting or giving notice of non-payment or dishonour with respect to any such Instruments on any Saturday, Sunday or other holiday; or

(c) undertakes such other means as deem appropriate by the Bank from time to time.

(ii) The Bank may refuse to accept for collection Instrument drawn to the order of third party, unless prior arrangements have been agreed upon by the Bank and the Customer;

(iii) The Bank will not accept post-dated cheque or bilyet giros for deposit, unless otherwise agreed by the Bank;

(iv) The Bank may refuse to accept an Instrument payable to "cash" if the Instrument is not payable to "bearer";

(v) The Bank may refuse to accept any Instrument in any circumstance where it has reasonable grounds to believe that the Instrument has been prepared contrary to law or that for legal reasons or for reasons of common banking practice in Indonesia, it cannot be collected in full;

(vi) The Customer shall endorse all Instruments to enable the Bank to collect payment on such Instrument. If the Customer fails to endorse an Instrument, the Customer hereby appoints the Bank as its attorney for the purposes of collecting payment on the said Instrument.

1.3.3. In the absence of the Bank's gross negligence or willful misconduct, the Customer shall indemnify the Bank against any cost, loss or liability as a result of the collection of Instrument by the Bank on the Customer's behalf (including those arising from the Bank's actual or implied endorsement for collection), any Instrument lodged with the Bank for collection being forged or unauthorised in any respect and from any defect or irregularity in any Instrument lodged with the Bank for collection.

1.3.4. If the amount indicated on the deposit receipt forms differs from that of the Bank's later cash count, the Bank's count shall be final and conclusive. The deposit receipt forms provided by the Bank shall be regarded as confirmed unless a written notice to the contrary is received by the Bank within 5 (five) Business Days from the date of the deposit receipt forms.

1.3.5. Deposit of any Instrument shall be deemed to have been made when it has been validated and signed by the authorized officer of the Bank.

1.3.6. An inward remittance (whether in Rupiah or in any other currencies) to an Account may not be credited to the Account on the same day if the related payment advice and/or cover is not received by the Bank before the relevant cut-off times set by the Bank from time to time. No interest will accrue on any inward remittance before the funds are actually credited into the Account.

1.3.7. Encashment of draft or payment of the transferred funds is subject to any rules and regulations of the country where the draft is to be encashed or payment is to be made. In view of the prevalence of exchange restrictions throughout the world, the liability of the Bank with respect to the encashment of the draft or payment of the transferred funds shall not exceed in any case the extent to which payment may be allowed in the currency in which the draft is drawn or transferred funds are to be under any government or other restrictions existing in the place of payment at the time payment instructions are received. Neither the Bank, its correspondents or agents shall be liable for any delay or loss caused by any act or order of any government or governmental agency nor as result or in consequence of any other causes whatsoever.

1.3.8. Upon the non-availability of the relevant currency, the Bank, may at its sole discretion, convert the incoming fund transfers into any currency available in the Account by using the Bank's prevailing buying or selling rate or such other buying or selling rate as the Bank deem appropriate.

1.4. Withdrawal and Outgoing Fund Transfers

1.4.1. The Bank reserves the right to return any Instrument if the fund in the Account is insufficient, technical errors or any other reasons and to impose a service charge in respect of each returned Instrument.

1.4.2. At the Bank's sole discretion, payment upon withdrawal from an Account can be done by cash in the currency of the Account or by cash in Rupiah, converted (if necessary) from the relevant foreign currency equivalent at the Bank's then prevailing buying rate. Although the Account may be opened in currency other than Rupiah, the Bank is under no obligation to pay cash in the currency of the Account, but the Bank will pay by draft or transfer expressed in the currency of the Account, levying charge for doing so in accordance with the applicable fee and tariff relevant to such matter.

1.4.3. The Bank will, as and when condition permits, notify the Customer in case of any failure of funds transferred from the Account due to any error in providing the beneficiary details by the Customer or its authorized Account signatory(ies).

1.5. Black Listing Cheques and Bilyet Giros

1.5.1. Blacklisting procedures is governed by and subject to regulation of the Indonesian banking supervisory authority. The Customer must from time to time observe all regulations relating to cheque and bilyet giro.

1.5.2 The Customer must maintain sufficient funds in the Account or in a special account as required by the prevailing regulations, at least in the nominal amount of the outstanding cheque/bilyet giro.

1.5.3. The Customer shall not draw cheque/bilyet giro without sufficient fund or against Account(s) already closed ("Blank Cheque/Bilyet Giro") for any reason whatsoever. Any occasion in which a Cheque/Bilyet Giro is presented to any bank for payment for which sufficient funds are not then available, such cheque/bilyet giro will be reported to the relevant authority in the manner required by the applicable law and the Bank will issue warning letter to the Customer.

1.5.4. The Customer acknowledges that pursuant to the prevailing Bank Indonesia regulation, if the Customer draws:

(i) 3 (three) or more different Blank Cheque/Bilyet Giro each with nominal amount below Rp500,000,000,- (or other nominal specified by the prepailing regulators) in the same drawee bank during any continuous 6 (six) months period; or

(ii) 1 (one) Blank Cheque/Bilyet Giro with a nominal amount of Rp500,000,000,- or more (or other nominal specified by the prevailing regulations); or

(iii) for any other reason as maybe stipulated by Bank Indonesia from time to time, the Customer's name will be included in the Bank Indonesia Black List ("Black List") and thus, the Customer's right to use any cheque and/or bilyet giro will be suspended until the expiration of the listing period of the said Customer's name, i.e 1 (one) year from the issuance of the relevant Black List. The Bank, in accordance with the applicable Bank Indonesia regulation, is obliged to close all Account immediately if there is another drawing of Blank Cheque/Bilyet Giro made within 1 (one) year period after the Customer's name is listed in the Bank Indonesia Black List. With the listing of the Customer's name in the Black List or the suspension of the Customer's right set out above, then all unused Cheque/Bilyet Giro must be returned to the Bank.

1.5.5. The Customer must report the settlement of drawing of Blank Cheques/Bilyet Giro to the Bank, which must be made within a period of 7 (seven) Banking Days as from the rejection date, by attaching the necessary evidence.

1.5.6. The Customer releases the Bank from all claims whatsoever or every legal consequence deriving from the rejection of Blank Cheque/Bilyet Giro conducted pursuant to the prevailing regulations. All legal consequences deriving from the drawing of Blank Cheque/Bilyet Giro by one or more holders of a joint Account shall be the responsibility of all holders of the said joint Account, severally and jointly.

1.6. Loss and Fraudulent use of Instrument; Stop Payment

1.6.1 Customer or any person duly authorised by the Customer may only instruct the Bank to stop payment an Instrument on the ground that such Instrument or Instrument's book is lost or stolen. Such lost shall have to be promptly notified to the Bank by stating the number of each lost Instrument and accompanied by a police report confirming such loss. Any notification of loss and the relevant police report received after 13.00 hours or on a non-Business Day will only be applied on the following Business Day.

1.6.2 The Customer is fully responsible on any fraudulent use of any Instrument by unauthorised person or any party.

1.6.3 If the Bank has proceeded to the execution of any order or instruction pursuant to a lost, stolen, misappropriated,

unlawfully used, forged, counterfeited or falsely drawn up Instrument without having previously received the documents required under Clause 1.6.1 above, all consequences arising thereof shall be for the account and risk of the Customer.

1.6.4 The Customer agrees to indemnify and keep the Bank indemnified against any liability, cost or loss incurred by the Bank as a result of the Bank acting on the Customer's instruction to stop payment on an Instrument or where the Bank is entitled in accordance with this Terms of Product and Service or under the law to dishonour the Instrument issued by the Customer.

1.7. Rupiah Dealing Restriction

With regard to the regulatory restriction on the purchase of foreign currency against rupiah, the Customer will be charged with a stamp duty every 1 (one) month for all foreign currency transactions from Rupiah account (primary Account) below the relevant threshold as per prevailing regulations and/or Bank Indonesia. Once such transaction(s) exceeds such threshold in 1 (one) month, the Customer may be required to submit, without limitation, the following documents to the Bank:

(i) valid document of underlying transaction;

(ii) copy of the Customer's identification card and Tax Payer Identification Number (*Nomor Pokok Wajib Pajak*/NPWP); and

(iii) written statement, duly stamped, regarding the correctness of the underlying documents and that the underlying documents will only be used for purchase of foreign currency against Rupiah not higher than the nominal amount of the underlying transaction within Indonesian banking system.

2. Time Deposit

2.1. At the initial placement of the time deposit and upon subsequent deposits, a deposit confirmation will be issued (only if it previously requested by the Customer to the Bank in writing), stating the principal sum deposited, maturity date and rate of interest paid at maturity.

2.2. The interest rate applicable for time deposit shall be fixed in advance and will generally depend on market conditions for the relevant currency and the Bank's funding requirements at the time the time deposit is made or renewed. For the avoidance of doubt, the Bank reserves the right to vary the interest rate offered from time to time at the Bank's sole discretion.

2.3. The proceeds of a time deposit shall be subject to any amount owing to the Bank under this Terms of Product and Service as well as any amount required to be deducted by the Bank due to taxes, laws, regulations or otherwise.

2.4. Pre-mature withdrawal will be permitted only on the Bank's discretion. The Bank may cancel such pre-mature withdrawal if there is a lack of funds that the appropriate handling fee levied exceeds the principal of the term deposit.

2.5. Any time deposit which matures on a public holiday, or a weekend shall become payable on the first Business Day (or, subject to the Bank's agreement, on a Saturday) immediately after the end of the holiday or weekend.

3. Accuracy of Information

3.1. The Bank will take reasonable care to ensure that any information related to a Service provided to the Customer is an accurate reflection of the information contained in the Bank's computer systems or accurately reflects the information the Bank receives from any person (other than the Bank) who supplies the information. Due to the nature of a Service and circumstances beyond the Bank's control, the Bank does not warrant that the information provided through any Service is accurate or error free. The Bank shall not assume any liability or responsibility for any failure or delay in transmitting information to the Customer or any error in such information, unless this results from gross negligence or willful misconduct on the Bank's part. The Customer agrees that if it needs further information, then the Customer will ask for further clarification from the respective Bank's officer.

3.2. The Bank does not endorse or express any comment on any information supplied by any person (other than the Bank) who supplies the information, or assume any duty to check or verify any such information.

3.3. No warranty, representation or guarantee of any kind with respect to the information is given or may be implied, including without limitation, the sequence, accuracy, sufficiency, truth, reliability, adequacy, timeliness or completeness of any information or reports or whether they are fit for any purpose. The Bank shall not assume any liability (whether in tort or contract or otherwise) for any reliance on such information by the Customer or any other person.

3.4. It is the Customer's responsibility to determine independently market prices and rates for trading purposes through the Customer's usual trading channels, to verify any information and before relying or acting on it/them and to seek independent professional advice on legal, tax and other issues in connection with the use of any Service.

II. Account Services

If and when the Customer has availed itself to any Service, the Customer shall at all times exercise due diligence and good faith in using any such Service and shall observe this Terms of Product and Service as well as specific terms and conditions governing any such Service (as maybe provided below and/or in any separate document or agreement relevant thereto). In the event of conflict between specific terms and conditions of a particular Service with any condition of this Terms of Product and Service, the specific terms and condition shall prevail.

1. Business Phone Banking ("Phone Banking Service")

1.1. The Bank shall issue a Personal Banking Number ("PBN") and a personal identification number (including any replacement assigned thereto will be called "Phone Banking PIN") to enable the Customer or any person duly authorised by the Customer

utilizes the Phone Banking Service ("Phone Banking User"). The PBN will be sent by registered post to the latest Customer's address registered with the Bank (or to such address as designated by the Customer) or in any manner as so decided by the Bank from time to time and the Phone Banking PIN should be collected by Customer or the relevant Phone Banking User (or their respective valid representative) at the branch designated by the Bank or shall be available through any means as so decided by the Bank from time to time.

1.2 Any person collecting the PBN dan Phone Banking PIN on behalf of the Customer or a Phone Banking User and purporting to be duly authorised by any of them shall be deemed by the Bank to be authorised to do so. The Bank shall not be liable for any loss, damage or expense incurred by the Customer and/or Phone Banking User howsoever caused if the PBN and/or Phone Banking PIN is not factually received by the Customer and/or the relevant Phone Banking User or if the PBN and Phone Banking PIN is used by unauthorised person.

1.3 The Bank's records, unless proven to be wrong, will be an evidence of the Customer's and its designated Phone Banking User' dealings with the Bank in connection with the Phone Banking Service.

1.4 The Bank will only accept an Instruction through the Phone Banking Service if, in the Bank's knowledge, it has been effected using an appropriate PBN and Phone Banking PIN.

1.5 The Customer hereby agrees that :

(i) The Customer shall provide the Bank with such documents and information regarding the designated Phone Banking User and the relevant Account(s) as the Bank may from time to time request;

(ii) The Customer shall cooperate fully with the Bank in the event of any investigation or litigation relating to the Phone Banking Service or its use.

1.6 The Bank shall not be liable to the Customer or the Phone Banking User for any failure to provide the Phone Banking Service which is attributable, wholly or in part, to any cause beyond the Bank's control including any equipment malfunction or failure.

1.7 All requests for amendment with respect to the Phone Banking Service must be made in writing by the authorised signatories of the Customer in accordance with its articles of association.

In particular, any exchange rate, interest rate, and other prices and information quoted through the Phone Banking Service is for reference only and is not binding and any use of or reliance on any information provided via the Phone Banking Service will be at the Customer's own risk and the Bank will not be liable in any way for any inaccurate, incomplete or out of date information or any decision made or action taken by the Customer relying upon such information.

1.8 The Customer expressly authorizes the Bank to disclose, transfer or otherwise make available to any member of the Group and its agent of the aforesaid such information relating to the Customer and its Accounts, including without limited transactions and dealings in connection with the said Accounts which the Bank may consider appropriate in contemplation of or for the purpose of providing the Phone Banking Service.

2. Business SMS Alert

2.1 The Business SMS Alert service is non-optional banking service to Customers subscribed to Phone Banking Service. The Customer acknowledges and agrees that the service may be suspended or terminated by the Bank, with prior written notice to the Customer in such manner deemed appropriate by the Bank as permitted by the prevailing Law.

2.2 Any information received by the Customer or Phone Banking User under Business SMS Alert service is for information only, and shall not be taken as conclusive evidence of the matter to which it relates.

2.3 The Customer must promptly notify the Bank of any changes to information provided to the Bank related to or for the purposes of the Business SMS Alert service including details of the Phone Banking User mobile phone number and the telecommunications company providing or servicing it. In addition, the Customer must promptly inform the Bank of any loss or theft of the Phone Banking User's mobile phone by calling the Bank's Corporate Contact Centre (1500 237) and +62 21 2551 4777. Such information should further be made through a Business SMS Alert Service Change of Information Form available at any of the Bank branches. The Bank shall not be liable or be responsible for any loss or claim resulting from the relaying of any information pursuant to Business SMS Alert service to the said mobile phone number prior to the Bank's receipt of any notification of loss or theft. Following the Bank's receipt of lost or lost notification, the Customer shall have no further liability provided that the Customer have acted in good faith in promptly reporting such loss and theft to the Bank and the Customer and/or its relevant Phone Banking User have taken all reasonable care and diligence in safeguarding their respective mobile phone and its number.

2.4 The Bank shall not assume any liability or responsibility for any failure and delay in transmitting information to the Customer or any error in such information, unless this results from gross negligence or willful misconduct on the Bank's part. In particular, the Bank shall not assume any liability or responsibility for consequences arising from any cause beyond the Bank's reasonable control including, without limitation, failure of the Phone Banking User's telecommunications equipment to receive information for whatever reason, any telecommunications breakdown, mechanical failure, path failure, malfunction, breakdown, interruption or accuracy of equipment or installation. None of the telecommunications companies as set out in the Business SMS Alert service application form are the Bank's agents or the Bank's representatives and there is no partnership, joint venture or other similar relationship between the Bank and any of them.

2.5 The Bank shall not be liable or responsible for any losses or damage caused (a) by the disclosure of information to the Phone Banking User's mobile phone where such mobile phone is in another person's possession ; or (b) to the Customer's data, the Phone Banking User's mobile phone,

telecommunications equipment or other equipment, in each case caused by the use of the Business SMS Alert service, unless such loss or damage is directly and solely caused by the Bank's willful misconduct or gross negligence.

3. Business Debit

3.1 The following expressions shall be used for the purpose of interpreting the specific terms and conditions governing the use of Business Debit service:

(i) "**ATM**" means automated teller machines;

(ii) "**ATM Centre**" means the location of ATM;

(iii) "**BAC**" means Business ATM Card, an ATM card issued by the Bank for the purpose of withdrawing cash and PIN change via the ATMs and includes any replacement thereof;

(iv) "**BAC Account**" means any Account(s) nominated by the Customer to be linked to the BAC;

(v) "**Card**" means any card issued by HSBC that allows the Customer and/or its Debit Cardholder(s) to transact at POS as well as withdraw cash via the ATMs, including any replacement thereof;

(vi) "**Debit Cardholder**" means any person to whom the Bank has agreed to issue a Card under the terms herein as named by the Customer in the relevant form or other document as may be acceptable to the Bank;

(vii) "**PIN**" means a personal identification number issued by HSBC to the Customer and/or its Debit Cardholder(s) for the purpose of identification of the Customer and the Debit Cardholder in giving Instruction to HSBC using the Card through an ATM, including any replacement assigned thereto;

(viii) "**POS**" means point of sales of VISA merchants.

3.2 If Customer requests for Business Debit service, the Customer may perform various transactions at POS and ATMs by swiping the Card at the available machine in the POS or any ATM.

3.3 As a security feature, Card issued to the Customer and/or Debit Cardholder(s) will initially be inactive for use at POS. To activate the Card, the Customer or the Debit Cardholder(s) must firstly use the Card at an ATM.

3.4 The Customer's account(s) associated/linked to Business Debit service will be debited based on the transaction value affected by the use of the Card(s) as evidenced by the Bank's transaction record. Notwithstanding the foregoing, the Customer warrants that the Customer will maintain sufficient funds in any such account in order to perform any transaction and comply with the daily transaction limit with respect to each Debit Cardholder and each Account linked to the Business Debit service.

3.5 The Customer is prohibited hence cannot linked its overdraft account to Business Debit service for any reason whatsoever.

3.6 The Customer hereby agrees that:

(i) The Cards are not transferable, and the Customer shall ensure that each Card is used only by Customer or the appropriate Debit Cardholder(s);

(ii) The Customer shall provide the Bank with such documents and information regarding any the Debit Cardholder, Account(s) with the Bank and Card(s) as the Bank may from time to time request;

(iii) The Customer shall cooperate fully with the Bank in the event of any investigation or litigation relating to Business Debit service or its use.

3.7 The Customer hereby agrees that the registration of Business Debit service shall make the Customer's to automatically become Phone Banking Service' user. As a result thereof, the registration to and use of this Business Debit service is subject to the relevant terms and condition of Phone Banking Services, including the applicable charges.

3.8 The Debit Cardholder must sign the retail transaction receipt whenever the Card is used by the Debit Cardholder for debit transaction and shall preserve a copy of the same. The Customer and Debit Cardholder hereby agree and acknowledge that the retail transaction receipt shall be conclusive evidence as to the amount debited under the debit transaction in the absence of manifest error.

3.9 The Customer shall be responsible for all transactions effected by the use of each Card, whether or not the transactions were/are authorized by the Customer or any relevant Debit Cardholder(s), and shall indemnify the Bank for the loss or damage caused by any unauthorized use of a Card.

3.10 The Customer or Debit Cardholder is responsible for the security and safe keeping of their Card(s) and must take all reasonable steps and precautions to prevent any unauthorized use of the same.

3.11 Considering the Card can be used by other party to do transaction at POS without PIN, the Customer, or as the case maybe, the Debit Cardholder must, during office hour, immediately notify the Bank by telephone using appropriate Phone Banking Number and PIN, in the event that a Card is lost, stolen or the Customer's/its Debit Cardholder's awareness that such Card has fallen into the hands of any unauthorized person. The Bank is hereby authorised to debit any Account of the Customer linked/associated to Business Debit service or any other Account of the Customer with the Bank with the cost incurred in issuing any Card replacement. If outside a Business Day or after the Bank's business hours, the Bank received a report from a third party (instead of the Customer or the Debit Cardholder) through telephone that the Card has fallen into the hand of unauthorised person, then the Bank shall take any action deem necessary by the Bank to protect the Bank and the Customer from any loss and/or prejudicial effect deriving from any misuse of the said Card by unauthorised person. Further, the Bank shall endeavor to contact the Customer or its relevant Debit Cardholder on the first Business Day following such third party report.

3.12 With prior notice, the Bank may without any liability suspend any Customer's and/or Debit Cardholder's right to use the Card when deemed necessary by the Bank for any purpose or reason whatsoever including for the purpose of maintenance.

3.13 Under no circumstances the Bank shall be liable to the Customer if a Card is not honored due to, but not limited, insufficient funds in Customer's Account(s) associated with Business Debit service, damaged Card or interference in the debit network.

3.14 The use of any Card or any debit related transaction anywhere performed or any failure to use or obtain any of the services with the Card in any way or any loss or damage which the Customer may suffer as the result thereof will be for the account of the Customer unless in the event of gross negligence or willful misconduct on the Bank's part.

3.15 Any transaction statement generated by any POS or ATM shall only represent what the Customer or a Debit Cardholder purport to have transacted by using a Card and shall in no way bind the Bank as to its correctness. The Customer accepts full responsibility and agree to all transaction recorded by/at the Bank as transaction performed by using any of the Card, whether or not the transactions were/are authorized by the Customer or the relevant Debit Cardholder and that the said records is correct, valid and binding to the Customer save in the case of manifest error.

3.16 All Cards shall remain the Bank's property, and the Customer shall surrender all Cards to the Bank immediately upon request or if the Customer or the Bank terminates the Business Debit service.

3.17 The Customer hereby consents:

(i) to the collection, storage, communication and processing or identifying its account(s) balance information by such means necessary for the Bank to maintain appropriate transaction and account records;

(ii) to the release and transmission to participants and processors in the global debit network or details of the Customer's Account(s), transaction information and other data necessary to enable the Card to be used outside Indonesia;

(iii) to the retention of such information and data by the said participants and processors in the global debit network;

(iv) to the compliance by the said participants and processors in the global debit network with laws and regulations governing disclosure of information to which such participants and processors are subject, and the Customer will execute such documents as the Bank may request in connection with the Customer's participation in the service;

(v) to the disclosure to such person as the Bank deems appropriate such information on the Customer and its Account(s) as the Bank deems necessary to facilitate the provision of the service which the Customer is applying for and in connection with the use or operation of the Business Debit service; and

(vi) to the disclosure of the information on the Customer and its account(s)as required by the prevailing laws and regulations.

3.18 All transaction performed with the Card outside Indonesia constitute a payment to the Customer or to the relevant Debit Cardholder, and a remittance to the country where the withdrawal is affected, is made at such rate of exchange as the Bank and/or provider of debit transaction from time to time deems fit. The right of performing such transaction is thus subject not only to the laws and the regulations of the Republic of Indonesia, but also to the laws and regulations of the country in which the transaction is performed. Therefore, all transactions performed with the Card outside Indonesia shall also be subject to any exchange controls, regulations or limitations in effect in the country in which the transaction is performed.

3.19 The Bank may at any time, with prior notice, suspend or terminate the Customer's ability to use the Card outside Indonesia and shall not be liable to the Customer for any loss or damage suffered by the Customer resulting in any way from such suspension or termination.

3.20 The Customer is fully aware that system malfunction due to any cause beyond the Bank's control could happens any time during the debit transaction and the Bank shall not be liable to the Customer for any loss or damage suffered by the Customer resulting in any way from such system malfunction. If deemed necessary by the Bank, the Bank will investigate such case and any transaction performed for reconciliation process, and the Bank's transaction records is the correct and valid records and binding to the Customer, save in the case of manifest error.

3.21 Any provider of service/good (merchant) may impose a charge for the use of the Card in addition to any charges imposed by the Bank in relation to the use of Business Debit service by the Customer and/or Debit Cardholder.

3.22 The Customer is responsible for settling disputes with the provider of goods/services (merchant) with Customer's own costs if the dispute occurs in relation to the goods and / or services purchased from the provider of goods/services (merchant) using the Card and Customer hereby fully releases the Bank from responsibility on the goods and/or services sold by the provider of goods and/or services. The Bank is not responsible for the disagreement of the provider of goods/services (merchant) to receive a complaint from the Customer and/or to refund the transaction amount.

3.23 The Bank reserves the right to debit any Account linked/associated with Business Debit service and any other Accounts of the Customer that are opened and maintained with the Bank with the amount of the transaction value performed by the Customer and/or Debit Cardholder when any provider of goods/services (merchant) fails to charge the Bank such outstanding amount arising from the transaction mentioned above.

3.24 When the Customer or Debit Cardholder finds any transaction using a Card that is not performed by the Customer or Debit Cardholder, the Customer or the relevant Debit Cardholder is required to report the matter to the Bank by not later than 14 calendar days. The Bank will investigate the case no later than 60 Business Days since receiving such report and when the investigation results indicates that the transactions reported is the responsibility of the Customer or Debit Cardholder, the Customer is solely responsible for the said transaction.

3.25 In the case of the Customer closes any or all Account(s) linked or associated with Business Debit service, the Bank reserves the right, and given the authority to debit any other account owned by the Customer opened and maintained with the Bank, to settle any debit transaction that has been performed by the Customer and/or Debit Cardholder before the date of closing.

3.26 Each Card is valid up to the last day of the month/year indicated in the Card. The Customer undertakes to and shall ensure that Debit Cardholder(s) shall destroy the Card when it expires by cutting it into several pieces. The renewal Card shall be sent to the Customer before the expiry of the relevant Card at the discretion of the Bank, upon evaluation of the conduct of the linked accounts. The Bank reserves the sole right of renewing any Card on expiry. The Bank may debit the Bank is hereby authorised to debit any Account of the Customer linked/associated to Business Debit service or any other Account of the Customer with the Bank with the cost incurred in issuing the renewal.

4. Consolidated Billing Service

4.1 Consolidated Billing means a service where all banking transaction and service charges in Customer's account(s) will be billed all at once at the end of every applicable billing cycle through a consolidated billing report. Consolidated Billing report can be access through HSBC internet banking service (i.e. HSBCnet) and another channel that may be developed in the future.

4.2 For the purpose of charges calculation under this Consolidated Billing Service, all banking transaction(s) and service(s) can be consolidated either at account company or group company level, in accordance with a written request from the Customer in a form acceptable to the Bank. The Bank will put account company level as standard default until the Customer requires the group company level arrangement.

4.3 This service is non-optional banking service.

4.4 Any new additional Account will automatically be registered to Consolidated Billing Service in the next period or sooner subject to the agreement between the Customer and the Bank.

4.5 This service is available with no charges, however, in the event the Customer request for detail statement on such billing so charged, the Bank will impose a fee at such amount set out in the applicable Bank's standard tariff as may be available in the Bank's public website.

4.6 The fee incurred in relation to the request for the detailed billing statement shall be debited from the relevant Account of the Customer, or other Account of such Customer, in the next billing period. In the event such Account(s) still have insufficient fund to cover the incurred fee, Bank entitles to debit such fee from any Account of the Customer, whether nor not such debit may cause the Customer's Account to be overdrawn.

Disclaimer:
PT Bank HSBC Indonesia is licensed and supervised by the Financial Services Authority (OJK), Bank Indonesia (BI) and is a participant in the Deposit Insurance Corporation (LPS) guarantee program.