

Terms & Conditions for Registration, Buying & Selling Gold in OCTO Clicks CIMB Niaga Bank

In relation with the Gold feature service by Pegadaian through the media of OCTO Clicks by PT Bank CIMB Niaga Tbk, User Customers agree to comply with the Terms and Conditions below.

A. Definition

- 1. OCTO Clicks** is a banking service product to access the Account of the User through internet network by means of a computer software.
- 2. Bank** is PT Bank CIMB Niaga, Tbk, domiciled in South Jakarta, covering the head office and branch offices, as well as other offices that form integral parts of PT Bank CIMB Niaga, Tbk.
- 3. User** is an individual that has been registered as a user of OCTO Clicks.
- 4. Gold by Pegadaian** is a feature served by Pegadaian through the Bank using OCTO Clicks that allows Users to conduct Gold Transaction activities electronically.
- 5. Pegadaian** is PT Pegadaian (Persero), a limited liability company that has collaborated with Bank in offering gold transaction facilities through internet banking application.
- 6. Pegadaian Application** is a digital application/system owned by Pegadaian that provides gold transaction features electronically and allows User to perform KYC Verification (*Know Your Customer*) to Pegadaian's system.
- 7. Pegadaian Galeri 24**, hereinafter referred to is a subsidiary of Pegadaian, which is engaged in the retail business of buying and selling gold bars.
- 8. Partner Gold Savings** is a product from Pegadaian that Users can register to the Pegadaian system, whether it has been opened and/or will be opened through OCTO Clicks. Partner Gold Savings contains information in the form of but not limited to Gold Balance, Gold Savings number, and Gold Transaction History. The Bank has the right/authority/permission to display information on Partner Gold Savings based on the information obtained by the Bank from Pegadaian.
- 9. Gold Balance** is the value and amount of the User's gold deposited at Pegadaian.
- 10. Gold Transaction** is any type of access and/or transaction that is currently available or will be available determined by the Bank in the future with OCTO Clicks in Gold by Pegadaian menu, including but not limited to Partner Gold Savings Registration, Gold Buying, and Gold Selling, which will then be forwarded to Pegadaian through the system.
- 11. Partner Gold Savings Registration** is the process of registering a Gold Savings initiated by the prospective User electronically; by providing required information from the prospective User, then the information is forwarded to Pegadaian for verification or for Gold Savings registration.
- 12. Gold Buying** is an electronic Gold Buying transaction initiated by the User through OCTO Clicks electronically with respect to all respective terms and conditions, which will be followed up by Galeri 24.

- 13. Gold Selling** is an electronic gold selling transaction into Rupiah initiated by the User through OCTO Clicks electronically with respect to all respective terms and conditions, which will be followed up by Galeri 24.
- 14. Gold Transaction History** is a record of all Gold Transaction initiated by the User.
- 15. Admin Fee** is a fee charged by Pegadaian and/or Bank to User for Gold Transactions. Admin Fee information can be seen by User in the Terms & Conditions when User registers a Gold Savings.
- 16. Gold Buying Price** is the gold buying price determined by Galeri 24 through Pegadaian and informed by Pegadaian to OCTO Clicks and updated regularly. Gold Buying Price is the purchase price of Gold initiated by the User through OCTO Clicks.
- 17. Gold Selling Price** is the selling price of gold determined by Galeri 24 through Pegadaian and informed by Pegadaian to OCTO Clicks and updated regularly. Gold Selling Price is the selling price of the Gold that belongs to the User in OCTO Clicks.
- 18. Terms and Conditions** are terms and conditions for using Gold by Pegadaian features on OCTO Clicks and referring to terms and conditions of OCTO Clicks services in separate documents.
- 19. Gold Savings Terms and Conditions** are all terms and conditions set by Pegadaian and the Bank.
- 20. Pegadaian Office** is a network of branch offices and service units of Pegadaian branches appointed to provide certain services in connection with Gold Transactions conducted through Gold by Pegadaian in OCTO Clicks.
- 21. Pegadaian Branch Office** is the branch outlet selected by the customer in the Partner Gold Savings Registration process.
- 22. Calendar Days** is every Monday to Sunday based on the Gregorian calendar, without considering holidays determined by the Government of the Republic of Indonesia.
- 23. Working Days** is every Monday to Friday based on the Gregorian calendar, excluding national holidays determined by the Government of the Republic of Indonesia.

B. General

1. Gold Transactions services is a service available on OCTO Clicks as a transaction intermediary to inquire information in regards of Gold Balance, Gold Savings, Gold Buying Price and Gold Selling Price, and Gold Transaction History which are data provided by Pegadaian.
2. This product or service (Gold Transaction Service feature) includes but is not limited to Gold Transactions provided by Pegadaian and is fully the responsibility of Pegadaian. OCTO Clicks is only an intermediary for carrying out processes related to Partner Gold Savings between Users and Pegadaian.
3. Partner Gold Savings is a product from Pegadaian that uses a conventional scheme (not syariah) and is not the Bank's product.
4. Gold Buying Price, Gold Selling Price, gold price or the equivalent value of gold available through charts or information on OCTO Clicks' pages are prices that follow the movement of the gold market based on data provided by Pegadaian.

5. The Bank does not guarantee any profit and/or losses obtained or will be obtained by User by performing Gold Transaction through the Gold by Pegadaian menu.
6. In case there is a difference between the data of Gold Transaction recorded in the record of the Bank, Pegadaian and the record of the User, the one to be used as guidance and has binding evidencing power shall be the data of Gold Transaction recorded in Pegadaian.
7. User agrees that by:
 - a. Submitting request for Partner Gold Savings Registration;
 - b. Initiating Gold Transactions; and/or
 - c. submitting OTP during Partner Gold Savings Registration and Gold Transactions request;

User agrees to all Terms and Conditions of Partner Gold Savings Registration & Gold Transactions in OCTO Clicks, Terms and Conditions of OCTO Clicks services and Terms and Conditions and fees applied by Pegadaian, therefore, the approval given by doing one of those acts referred to above has provided perfect evidencing power for the Bank, like any written evidence or like any signature-based approval.

C. Registration

1. By submitting Partner Gold Savings Registration and/or Gold Transaction request, the User authorizes the Bank to store, manage, update, share, send KTP photos that are last registered at the Bank, selfies submitted by Users as well as User Customer's personal information and/or data related to the needs of User's Gold Transactions to third parties and/or Pegadaian.
2. Partner Gold Savings Registration can only be submitted on Working Hours agreed upon by the Bank and Partner. Therefore, the Bank and/or Partner has the right to refuse or approve the Partner Gold Savings Registration request based on but not limited to the results of the verification carried out by the Bank and Pegadaian.
3. The Bank has the authority to reject or delete part or all of the User's profile and relevant data deemed to be in violation of the Bank's provisions, as well as the applicable legal regulations.
4. The use of User's data in connection with the Gold by Pegadaian feature will be subject to the Privacy Policy of OCTO Clicks, the Bank, and applicable legal regulations.
5. The Gold Buying Price applicable for the first-time initial deposit of a Partner Gold Savings is the Gold Buying Price applicable when registration is successfully processed by Pegadaian and OCTO Clicks during Working Day of when registration is requested.
6. By submitting Registration for this service, the User has known and agreed to the benefits, criteria, risks, consequences, and costs attached to the Gold by Pegadaian feature.

D. Other Important Information

1. Bank serves the right not to continue, cancel Gold Transactions, withhold funds, or block User's Partner Gold Savings and other matters; in the event that there are sufficient reasons for the specific action, including but not limited to if the balance in User's Partner Gold Savings is insufficient, User's Partner Gold Savings has been closed or blocked, the Bank knows or has reason to suspect that fraud or crime has been or will be committed, or for other reasons.
2. These Terms and Conditions may be changed and/or updated from time to time. If there is a change in Terms and Conditions, before the change is applied, the Bank will inform the changes through media announcements/other valid announcement mediums normally used by the Bank, while paying attention to the provisions of applicable laws and regulations.
3. The Bank prohibits all forms of abuse of the Partner Gold Savings, including usage for criminal actions. Shall the Bank indicate that there is abuse of the account by the User in relation to a violation of law and/or any misuse of the account, including but not limited to any means of criminal action, Bank shall have the right to block the account, debit the account for settlement purposes without any notice in accordance to applicable regulations or Bank's policies, and/or close the account.
4. The Bank has the right to use User's data to track indications of manipulation, violations for the personal benefit of Users, as well as indications of fraud or violations of these Terms and Conditions and the legal provisions applicable in the territory of the Republic of Indonesia.

E. Applicable KYC Terms and Process

1. Customers who conduct Partner Gold Savings Registration are required to upload their selfie picture and other necessary data – all of which will be verified by Pegadaian.
2. For Gold by Pegadaian feature, these transactions will be able to be carried out by the User once their registration is approved:
 - User Customers can have a Gold Balance and Buy Gold and/or Sell Gold in accordance with the nominal limits determined by the Bank and Pegadaian
 - Customers can view the transaction history of their Partner Gold Savings
3. By submitting Partner Gold Savings Registration request, the User authorizes the Bank to store, share, forward information and/or User's data in regard to the needs of the Gold Transaction to third parties.

F. Gold Buying

1. User Customer can Buy Gold in accordance with the equivalent buying price available from Pegadaian as shown in OCTO Clicks.
2. Gold Buying Price refers to the Gold Buying Price available from Pegadaian that is shown on OCTO Clicks.
3. The maximum Gold Buying limit per day that is valid for one User is in accordance with the nominal limit that is set by the Bank and Pegadaian.

4. If the User has made a Gold Buying request but has not made a payment, the number of gram conversions will follow the Gold Buying Price when the payment has been verified by OCTO Clicks and Pegadaian.
5. For scheduled Gold Transactions (both specific date and recurring), the Gold Buying price will refer to the price of the scheduled Gold Transaction.
6. The User understands and agrees that taxes arising from Gold Buying are the responsibility of each User, in accordance with the tax laws and regulations in force in Indonesia.

G. Gold Selling

1. Customer can Sell Gold in accordance with the equivalent selling price available from Pegadaian as shown in OCTO Clicks.
2. Gold Selling Price refers to the Gold Selling Price available from Pegadaian that is shown in OCTO Clicks.
3. User understands that there will be an Admin Fee, the amount of which is calculated based on the Gold Selling Price. Admin Fees may change at any time in accordance with the Partner Gold Savings Terms and Conditions.
4. The maximum Gold Selling amount is in accordance with the amount that is recorded in the User's Gold Balance.
5. If the User has made a Gold Selling request but has not made a payment, the number of gram conversions will follow the Gold Selling Price when the payment has been verified by OCTO Clicks and Pegadaian.
6. The proceeds from the Gold Redemption will be credited to the Bank account that has been selected by the User after Bank receives verification result from Pegadaian.
7. The User understands and agrees that taxes arising from the Purchase of Gold are the responsibility of each User, in accordance with the tax laws and regulations in force in Indonesia.

H. Gold Deposit

1. By initiating a Gold Transaction and having Gold Balance, the User agrees that the gold that is transacted through the Gold by Pegadaian menu on OCTO Clicks is gold in a digital or electronic form, where the physical gold is deposited at Pegadaian.
2. The physical deposit of gold belonging to the User at Pegadaian is valid for a period of 12 (twelve) months after the Gold Buying is successful and can be extended again based on the Partner Gold Savings Terms and Conditions.
3. By having Gold Balance, the User agrees on all fees that may arise and borne to the User's account regarding the physical gold deposited at Pegadaian based on Terms and Conditions applied at Pegadaian. Deposit fees can change at any time according to the provisions applied at Pegadaian.

I. Price & Fees

1. Pegadaian, in this case Galeri 24, sets the Gold Buying Price and Gold Selling Price and may change at any time.
2. If there is a change in the Gold Buying Price and Gold Selling Price on OCTO Clicks, the User will be notified of the price change before the payment is made and the User is deemed to have agreed if there is a price change with the payment. The User agrees that if there is a Partner Gold Savings Registration or Gold Transaction verification process, the Gold Buying Price and Gold Selling Price will be adjusted to the prevailing price after successful verification by the Bank and/or Pegadaian.
3. If the User performs Partner Gold Savings Registration or scheduled Gold Transaction with a certain date method or repetition, then the gold price may change at any time based on the Partner Gold Savings approval or Gold Transaction execution date.
4. Pegadaian has the right to limit the number of Gold Transactions made by the User.
5. The Bank and/or The Pegadaian have the right to charge fees or waive fees related to Gold Transactions, including but not limited to fees for physical gold storage, Gold Buying and Gold Selling.
6. If the User decides to close the Partner Gold Savings at any time, the User will be charged a fee or a weight reduction of an equivalent value. If after the imposition of the closing fee the User still has remaining Gold Balance, then the User can make a withdrawal by visiting the Pegadaian Outlet.
7. If the User decides to close the Partner Gold Savings at any time or makes a withdrawal transaction through the Pegadaian branch office, the Customer will be charged a fee for the withdrawal transaction in accordance with the Pegadaian's provisions.
8. The User hereby authorizes Pegadaian to reduce the Account balance and Gold Balance in terms of payment of the Gold Transaction fee that has been made by the User in accordance with the Gold Savings Terms and Conditions.
9. Terms and Conditions in regards of the amount of Gold Transaction fees charged to the Users, may change at any time, and are fully determined by Pegadaian and/or the Bank based on the Partner Gold Savings Terms and Conditions.

J. Complaint Handling

1. If there are questions and/or complaints related to Gold Transactions, User Customers can submit complaints to Pegadaian via 1500 569 or customer.care@pegadaian.co.id.
2. The Bank will carry out an analysis of User Customer complaints and/or claims submitted through Pegadaian if the complaints and/or claims submitted relate to errors on the Bank's part based on the policies and procedures applicable at the Bank and/or the policies and procedures applicable in accordance with the agreement between the Bank and Pegadaian.

K. Final Provisions

1. If any provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other term or

provision of these Terms and Conditions or invalidate or render unenforceable such provisions in any other country.

2. Laws Governing these Terms and Conditions and all matters related to them will be governed by the laws of the Republic of Indonesia without giving effect to any principles of conflict of law. The sole and exclusive jurisdiction for any claim, action or process arising from these Terms and Conditions is the district court located in the Republic of Indonesia.
3. The User Customer agrees that they will not carry out, authorize, or allow actions that will cause the Customer, including third parties acting for and on behalf of the User Customer to commit any acts that violate the law regulated in the Anti-Corruption and Anti-Money Laundering Law and/or other relevant regulations that apply.
4. The User Customer must immediately notify the Bank if they are aware of or has suspicions of acts of corruption and/or bribery related to the negotiation of results or the implementation of these Terms and Conditions. Submissions to the Bank can be made through the CIMB Niaga WHISTLEBLOWING service channel, namely Website: <https://idn.deloitte-halo.com/ayolapor/>, E-mail: ayolapor@tipoffs.info, Hotline: 14031, SMS and WA: +6282211356363, Fax.: +622128565231, and/or letter: Ayo Lapor PO BOX 3331 JKP 10033.
5. If there is an act of bribery and/or corruption committed by one of the parties as stated in these Terms and Conditions, the Bank has the right to terminate this facility and service.
6. These Terms and Conditions have been adapted to the provisions of laws and regulations including the provisions of the Otoritas Jasa Keuangan (OJK) and User Customers agree to comply with the provisions of laws and regulations in the financial services sector.