



TERM OF USE FOR TMRW

THE ACCESS AND/OR USE OF THESE SERVICES, FUNCTIONS AND FEATURES, INCLUDING OUR ONLINE BANKING, OUR WEBSITES AND THE UOB TMRW APPLICATION (COLLECTIVELY, THE "**DIGITAL SERVICES**") IS PROVIDED TO YOU BY PT BANK UOB INDONESIA¹ THROUGH THE SUPPORTING SERVICES OF ITS PARENT BANK, SUBSIDIARIES, AFFILIATES AND BRANCHES (COLLECTIVELY, "**UOB**" OR "**US**"), SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

BY ACCESSING AND/OR USING THE DIGITAL SERVICES, YOU AGREE AND CONSENT TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS OR CONDITIONS, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS AND/OR USE OF THE DIGITAL SERVICES.

1. Disclaimers

- 1.1. While we endeavor to take care in preparing the contents of the Digital Services, such contents are provided on a 'AS IS', and 'AS AVAILABLE' basis. To the fullest extent permitted by the Applicable Laws, no warranty of any kind, implied, express or statutory, including without limitation, any warranty of title, merchantability, satisfactory quality, fitness for a particular purpose, accuracy, reliability, and freedom from Malware, phishing e-mails, is given in conjunction with the Digital Services, or its contents, including any Third Party Links..
- 1.2. The contents of the Digital Services are provided for general information only and should not be used as a basis for making any specific investment, business or commercial decision. You should at all times consult your professional advisers and obtain independent verification of such information and data before making any decision based thereon.
- 1.3. You acknowledge, understand and accept that the inherent nature of the internet and/or telecommunications services is such that transmissions may be subject to interruption, interception, hacking, fluctuation, inaccuracy, defect, corruption, loss, connection error, transmission blackout, delayed or failed transmission and/or incorrect, garbled or incomplete data transmission.
- 1.4. To the fullest extent as permissible under the Applicable Laws, we will not be liable for the breakdown, interruption, failure, closure or malfunctions in the internet or communications facilities which are not under our reasonable control or unless otherwise caused by our fraudulent intent, willful misconduct, or gross negligence, that may affect the accuracy, authenticity or timeliness of any transmission that may be sent.
- 1.5. While we endeavor to put in place the necessary security measures, you are responsible for the safety and security of your access and use of emails, short message service (SMS), and any other messages sent via the Internet, the Digital Services, or your mobile phone. To the fullest extent permissible under Applicable Laws, we are not liable for any damages incurred or sustained by you in connection with or arising from any email, SMS, and any other messages sent (whether to us, or by us) via the Internet, the Digital Services, or your mobile phone, unless otherwise caused by our fraudulent intent, willful misconduct or gross negligence.

2. Intellectual property rights

- 2.1. Except as otherwise expressly stated in the Digital Services, the patents, copyrights, trade secrets, trademarks, service marks, graphics, images, logos and all other intellectual property rights in the Digital Services and its contents; including improvements, developments, ideas, concepts, know-how or techniques submitted through the Digital Services (collectively, "**Intellectual Property**") is owned by us.
- 2.2. No part hereof may be used, downloaded, reproduced, distributed, published, modified, displayed, broadcasted, hyperlinked or transmitted in any manner or by any means or stored in an information retrieval system without our

¹ UOB is a banking institution registered and under observance of the Indonesian Financial Service Authority (*Otoritas Jasa Keuangan*).



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prior written permission. Further, you may not, without our prior written permission: (a) insert a hyperlink to the Digital Services or any part thereof on any other websites or 'mirror' any material contained on the Digital Services on any other server, or website; and/or (b) insert a link to the Digital Services.

3. Links

We may provide links to websites, software, mobile applications and platforms owned, controlled or offered by third parties ("**Third Party Links**"). Access to and the use of such Third Party Links is subject to the terms and conditions applicable to such access and/or use. For the avoidance of doubt, by creating a link to Third Party Links, we shall not be construed as endorsing or recommending any product or service offered, or as verifying any information contained in any such Third Party Links. You are responsible for making your own assessment or obtaining advices from your independent advisors as necessary of any and all information, materials, products or services (or any failure thereof) contained in or offered at any such Third Party Links linked to the Digital Services.

4. Use of personal information

- 4.1. Any personal information collected through the Digital Services will be processed in accordance with our Privacy Notice for UOB.

5. Availability

- 5.1. The Digital Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.
- 5.2. We may terminate your access and/or use of the Digital Services with 30 Business Days written notice before the termination becomes effective, or within such shorter notice if in compliance with the Applicable Laws.
- 5.3. Notwithstanding anything in the Digital Services, your eligibility for all products and services on the Digital Services is subject to our acceptance. We reserve our rights to refuse to process your application for any Digital Services and we will notify you of our refusal, along with the reason thereof in accordance with the Applicable Laws
- 5.4. The contents of the Digital Services and/or made available through the Digital Services, including these terms and conditions, are subject to change and may be modified, deleted or replaced from time to time and at any time at our discretion. We will notify you of any changes or modification to the current terms and conditions 30 Business Days before such changes or modifications become effective via a channel as we deem appropriate, or within a shorter notice period if we are required to make immediate changes or modifications pursuant to or in accordance with the Applicable Laws.

6. Exclusion of liability

To the fullest extent permissible under Applicable Laws, we shall not be liable in any manner whatsoever for any damage, loss or expense including without limitation, direct, indirect, special, or consequential damage, or economic loss arising from or in connection with:

- (i) your access or use of the Digital Services, or your inability to access or use the Digital Services;
- (ii) your reliance on the contents of the Digital Services and/or made available through the Digital Services;
- (iii) any instruction or transaction performed via the Digital Services;
- (iv) any loss or abuse or unauthorised disclosure of information, including customer information; or



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- (v) any system, server or connection failure, error, omission, interruption, interception, delay in operation or transmission, or computer virus, cyber-attacks, phishing e-mails, spyware, worms, logic software, bombs, Trojan horses or other similar harmful components,

unless such damages or losses are caused by our fraudulent intent, willful misconduct, or gross negligence.

7. Governing law, jurisdiction and language

7.1. By accessing the Digital Services, you agree that such access and/or use, as well as these terms and conditions shall be governed by, and construed in accordance with, the laws of Indonesia and you agree to submit to the non-exclusive jurisdiction of Central Jakarta district court, without prejudice to our rights to submit to any other courts in Indonesia as we may deem suitable.

7.2. These terms and conditions are made in English and Bahasa Indonesia version. If there is any conflict or inconsistency between the English-language version and the Bahasa Indonesia version of these terms and conditions, the Bahasa Indonesia version shall prevail, and the English version shall be deemed amended to conform with the Bahasa Indonesia version.

8. Severability

If any provision of these terms and conditions is found to be void, illegal, invalid or unenforceable, the other provisions of these terms and conditions will not be affected.

9. Compliance with regulations of Indonesian Financial Service Authority

This Agreement has been adjusted and in compliance with the prevailing laws and regulations, including the regulations of Indonesian Financial Services Authority (*Otoritas Jasa Keuangan*). You acknowledge that you have read and understood these terms and conditions, including your rights and obligations hereunder, and you have obtained advices from your independent advisors as to the suitability of the Digital Services with your needs, together with its associated risks and benefits.