



The Facility Recipient has read and understood the product and/or service information for API (*Application Programming Interface*) BCA as stated on the website [developer.bca.co.id](http://developer.bca.co.id) and API BCA Facility Registration Form. BCA has confirmed the Facility Recipient's understanding of the product and/or service information for API BCA.

Signature of Officer

Signature of Facility Recipient

## Terms and Conditions for API (*Application Programming Interface*) PT Bank Central Asia Tbk ("BCA")



### A Definitions

1. **Administrator** is a party authorized by the Facility Recipient to:
  - a. act as the sender and recipient of the Security Key; and
  - b. manage user roles and grant authority to Specialists on the API BCA Developer Website, including but not limited to the addition, change, and/or removal of Specialists.
2. **Application Programming Interface (API)** means a set of protocols and instructions that facilitates inter-application connection.
3. **API BCA** means the API, the provision of which is facilitated by BCA, consisting of API Inbound BCA and API Outbound BCA.
4. **API Inbound BCA** means a type of API BCA that is used by the Facility Recipient to send a Transaction instruction to BCA.
5. **API Outbound BCA** means a type of API BCA that is used by BCA to send a Transaction instruction to the Facility Recipient including but not limited to the transmission of a Notification from BCA to the Facility Recipient.
6. **API Key** means a unique identifier that the Facility Recipient is required to send to BCA along with the Transaction data.
7. **API Secret** means a code required to create a Signature of API BCA.
8. **Authorizer** is a party authorized by the Facility Recipient to:
  - a. act as the sender and recipient of the password for the Security Key; and
  - b. provide authorization for any activities and/or changes performed by the Administrator or Specialist on the API BCA Developer Website that require approval from the Authorizer in accordance with the provisions applicable at BCA.
9. **Auth Code** means securing the approval for the provision and use of Consumer data at BCA from the Consumer to the Facility Recipient for the API BCA Facility which is used by the Facility Recipient and Consumer.
10. **Transaction Fee** means a fee charged by BCA to the Facility Recipient for the Transaction.
11. **Client ID** means a unique code that functions as the Facility Recipient's identifier or identity for Authorization purposes.
12. **Client Secret** means a code that functions as a Password for the Client ID for Authorization purposes.
13. **Credential ID** is an identification code used by Facility Recipient to access each BCA e-channel, which code must be registered by the Facility Recipient when the Facility Recipient submits a request for the API BCA subservice.
14. **Transaction file** means a File that contains data for Transaction purposes or Transaction Status in large quantities (bulk).
15. **Application Form for API BCA Facility Registration** means the form used to register for the API BCA Facility.
16. **Calendar Day** means any day from Monday to Sunday following the international calendar.
17. **Business Day** means any day on which BCA and other banking institutions in Indonesia are generally open to conduct business and clearing activities in accordance with Bank Indonesia regulations.
18. **Terms and Conditions** means these Terms and Conditions for the API (*Application Programming Interface*) Facility of PT Bank Central Asia Tbk.
19. **Consumer** means an account owner, bank account owner, or any party that utilizes the service/facility provided by the Facility Recipient and whose transactions are conducted through the API BCA facility.
20. **Notification** means a message sent by BCA to the Facility Recipient through API BCA containing data/information related to the Facility Recipient, the Consumer, with the consent of the Consumer, or any other party under a power of attorney from or with the consent of such other party, including but not limited to any data on the accounts, banking transactions, or banking facilities provided by BCA to the Facility Recipient, the Consumer, or such other party.
21. **Authorization** means a process by which BCA's system identifies and verifies the Facility Recipient's Client ID and Client Secret before the Facility Recipient can access API BCA.
22. **The API BCA Facility Term of Use** means a manual provided by BCA to the Facility Recipient, containing information on the services and subservices available in API BCA, the procedures for using API BCA, as well as any fees associated with the use of API BCA. The API BCA Facility Term of Use can be accessed by the Facility Recipient through the platforms designated by BCA, as notified by BCA to the Facility Recipient.
23. **Facility Recipient** means a party that utilizes the API BCA facility in the interests of the Consumer and/or in the Facility Recipient's own interests.
24. **Verified Account User** is a party appointed by the Facility Recipient to carry out certain activities related to the API BCA onboarding process for the Facility Recipient, as well as other services on the API BCA Developer Website in accordance with the provisions applicable at BCA, consisting of 3 (three) user roles, namely Administrator, Authorizer, and Specialist.
25. **Party** means either BCA or the Facility Recipient, and Parties means both BCA and the Facility Recipient.
26. **Supporting Party** means any developer of a system, application, and/or device that provides supporting services to assist BCA and/or the Facility Recipient for the provision, and use of API BCA, and/or the processing of a Transaction through API BCA.
27. **Pretty Good Privacy (PGP)** means a protocol that functions to encrypt a Transaction File sent by the sender to the recipient so that the Transaction File cannot be read by other unauthorized parties.
28. **Public Key** means a unique code used by each Party (as appropriate) for the Signature verification process when accessing certain features of API BCA.
29. **Security Keys** means:
  - a. For API Inbound BCA, Transaction security key means in a form of Client ID, Client Secret, API Key, and API Secret as provided by BCA to the Facility Recipient and the Public Key as provided by the Facility Recipient to BCA for the purpose of conducting a Transaction as well as PGP for sending Transaction Files;
  - b. For API Outbound BCA, Transaction security key means in a form of Client ID, Client Secret, API Key, and API Secret as provided by the Facility Recipient to BCA and the Public Key as provided by BCA to the Facility Recipient for the purpose of conducting a Transaction.
30. **Signature** means a unique code generated by the Facility Recipient's system and sent to BCA as a means of verifying the integrity of the Transaction data received by BCA from the Facility Recipient.
31. **Specialist** is a party granted access to operational features on the API BCA Developer Website by the Administrator with authorization from the Authorizer, including conducting functional testing.
32. **National Open API Payment Standard** or **SNAP** means a national Open API Payment standard as stipulated by Bank Indonesia.
33. **Transaction Status** means a response sent by BCA with respect to any Transaction instruction processed by BCA from the Facility Recipient's system.
34. **Transaction** means any transaction, whether financial or non-financial, conducted by the Facility Recipient using API BCA.
35. **Verified Account** means an account registered with BCA by the Facility Recipient to access special features on the API BCA Developer Website in accordance with the provisions applicable at BCA.

36. The **API BCA Developer Website** is a website provided by BCA at developer.bca.co.id to provide information and services related to API BCA, including applications for the API BCA facility, the API BCA onboarding process for the Facility Recipient, and other services to support the provision of the API BCA facility.

## **B** Scope and Registration of API BCA Facility

1. To be able to use the API BCA facility, the Facility Recipient must:
  - a. submit an application by filling out the Application Form for API BCA Facility;
  - b. provide other supporting documents in accordance with the applicable terms at BCA;
  - c. carry out development, testing, and ensure the fulfillment of security requirements, authorization mechanism, Consumer approval requirement, and risk management as determined by the competent regulatory body/standard institution and/or BCA in accordance with the API BCA feature selected by the Facility Recipient.
2. If the Facility Recipient cooperates with a Supporting Party, the Facility Recipient must ensure that the Supporting Party uses the technical standards and security set by the competent regulatory body/standard institution and/or BCA and maintains the confidentiality of the Data.

## **C** Period, Suspension, and Termination of the Provision of the API BCA Facility

1. These Terms shall be effective from the date of the signing of these Terms until terminated based on the provisions specified in section C of these Terms and Conditions.
2. The API BCA Facility can be used by the Facility Recipient over the period agreed upon by the Parties.
3. BCA reserves the right to suspend the API BCA Facility and/or reject a Transaction, among other things, if:
  - a. there is an alleged suspicious Transaction conducted by the Facility Recipient;
  - b. there is an alleged suspicious Transaction conducted via the Facility Recipient's API BCA;
  - c. there is an alleged fraud committed using the Facility Recipient's API BCA facility;
  - d. there is an alleged misuse of the Facility Recipient's API BCA facility;
  - e. there is an allegation that the API BCA facility is used to facilitate a Transaction in violation of the prevailing law;
  - f. there is an indication of a data breach on the part of the Facility Recipient;
  - g. there is an order from the competent supervisory authority to suspend the provision of the API BCA Facility;
  - h. the API BCA facility is not used by the Facility Recipient for 6 (six) consecutive months;
  - i. the Facility Recipient fails to make full payment of the API BCA Facility fees for 3 (three) months from the due date.
  - j. The Facility Recipient violates either part or all of these Terms and Conditions and/or the prevailing law;
4. The Facility Recipient must provide all the data and information as may be required by BCA and take follow-up actions regarding the suspension of the API BCA facility by BCA, including searching for the source of the problem, conducting an investigation, taking corrective and remedial actions as per BCA's request.
5. The Facility Recipient must provide evidence of the follow-up actions already taken by the Facility Recipient as per BCA's request. If, in BCA's opinion, the causes of the suspension have been successfully resolved and/or the Facility Recipient has taken the follow-up actions as per BCA's request, BCA may revoke the suspension of the API BCA facility. BCA will notify the Facility Recipient of the revocation of the suspension of the API BCA facility.
6. The provision of the API BCA facility may be terminated upon written notice from either Party to the other within a period of 30 (thirty) Calendar Days prior to the termination date requested by the Party intending to terminate the API BCA facility.
7. Upon certain considerations, either Party has the right to at any time terminate the provision of the API BCA Facility, among other things, if:

BCA will notify the Facility Recipient of the suspension of the API BCA facility as well as the reasons therefore.

- a. the other Party breaches any part or all of the provisions of these Terms and Conditions and/or the prevailing laws and regulations;

- b. the other Party fails to fulfill its obligations under these Terms and Conditions, whether in part or in whole;
- c. the other Party conducts any business activities that are prohibited by Law;
- d. the other Party's business license is revoked or suspended by the Government or a competent authority, whether in part or in whole;
- e. BCA takes an action that causes losses to the Facility Recipient and/or misuses the API BCA facility;
- f. Pihak lainnya akan, sedang, atau telah dilakukan pemberesan, likuidasi, pengakhiran keberadaan, pemberhentian usaha, atau kepailitan berdasarkan peraturan perundang-undangan yang berlaku;
- g. the other Party is declared bankrupt under a final court decision;
- h. the other Party is included in the National Blacklist;
- i. the other Party is known and/or reasonably suspected of using fake documents and/or providing incorrect data;
- j. the other Party provides questionable information;
- k. an order is issued by the competent supervisory authority.

8. In addition to the circumstances described in item C.7 above, BCA reserves the right to at any time terminate the provision of the API BCA facility to the Facility Recipient, among other things, if:

- a. The Facility Recipient commits an act that causes losses to BCA, misuses the API BCA facility, uses the API BCA facility not in accordance with its designation, or misuses the data obtained from the use of the BCA API facility;
- b. The Facility Recipient fails to take any follow-up actions regarding the suspension of the API BCA facility by BCA as referred to in item C.4 above;
- c. The Facility Recipient utilizes the API BCA facility to carry out any business activities that are prohibited under these Terms and Conditions or that contravene the norms of decency, religion, morals, public order, law, or the prevailing laws and regulations;
- d. The Facility Recipient changes the Facility Recipient's name and/or line of business without providing a written notice to BCA;
- e. The Facility Recipient cooperates with and processes a Transaction conducted by a fraudster;
- f. The Facility Recipient has a source of transaction funds that is known and/or reasonably suspected to originate from the proceeds of a criminal act;
- g. The Facility Recipient fails to comply with the requirements for information and/or supporting documents in accordance with the prevailing law;
- h. The Facility Recipient does not use the API BCA facility for 6 (six) consecutive months;
- i. the Facility Recipient fails to fully settle API BCA facility fees for 6 (six) consecutive months from the due date;
- j. The Facility Recipient ceases to be a customer of BCA.

9. Each Party remains entitled to exercise its rights and obliged to fulfill its obligations that have arisen prior to the termination of the API BCA facility, including the obligation to pay all Transaction Fees and/or other fees (if any) that have arisen prior to the termination of the API BCA facility.
10. All losses suffered by each Party as a result of its negligence or fault shall be the sole responsibility of the Party concerned.
11. The Parties agree to waive the provisions of Article 1266 of the Indonesian Civil Code to the extent of the requirement for the Parties to obtain a court decision for the termination of these Terms and Conditions.

## **D** Security Key

1. For purposes of the Transaction, each Party shall provide the other Party or any other persons designated by such other Party with the Security Key through the means determined by BCA.
2. Each Party must ensure that the Security Key can only be accessed by the authorized persons of each Party.
3. The Facility Recipient must maintain the confidentiality and security of the Security Key, among other things, by:
  - a. not disclosing any data related to the Security Key to other unauthorized parties;
  - b. not storing any data related to the Security Key in any media that potentially cause any data related to the Security Key to be known by other parties.
4. If the Facility Recipient changes the persons appointed by the Facility Recipient for the purposes of carrying out Transactions, the Facility Recipient may apply for a replacement of the Security Key to BCA. All consequences arising from the use of the Security Key by the persons appointed by the Facility Recipient, whether or not there is an application for the replacement of the Security Key, shall be the full responsibility of the Facility Recipient.

for the replacement of the Security Key, shall be the full responsibility of the Facility Recipient.

5. The Facility Recipient is fully responsible for any misuse of API BCA, the Security Key, and/or any data related to the Consumer and the Transaction as well as any losses arising from such misuse. The Facility Recipient hereby undertakes to indemnify BCA for any losses incurred by BCA (if any) and hold BCA harmless against all claims, demands, and/or lawsuits instituted by any party in connection therewith.
6. The Facility Recipient must immediately notify BCA in writing of any leakage of data related to the Security Key that have become known and/or are reasonably suspected of being known by any parties other than the Facility Recipient.
7. BCA will provide the Facility Recipient with, among other things, a new Security Key:
  - a. as a follow-up to the notice as referred to in item D.6 above;
  - b. at the request of the Facility Recipient;
  - c. at BCA's request for the periodic change of the Security Key.Subsequent thereto, the Facility Recipient must immediately adjust the new Security Key to the Facility Recipient's system.
8. BCA has the right to remove access to the old Security Key after BCA sends the new Security Key to the Facility Recipient, and the access removal will be notified by BCA to the Facility Recipient in any form and through any means in accordance with the prevailing law and regulations.
9. In connection with the use of certain services/sub-services under the API BCA facility that involve transactions on the Consumer's account by the Facility Recipient, the Facility Recipient must maintain the confidentiality of the Auth Code issued by BCA for each Consumer account. The Facility Recipient shall be fully responsible for any misuse of any Auth Code, including any loss arising therefrom.

## E

### Mechanism for Authorization, Transaction, and Provision of Data

#### E.1. General Provisions

1. BCA follows the authorization method by reference to the provisions of Bank Indonesia regarding payment systems.
2. The Facility Recipient fully acknowledges that the Facility Recipient can conduct a Transaction from the Facility Recipient's account, the Consumer's account upon the Consumer's approval, and/or any other party's account at BCA, in respect of which the Facility Recipient has been authorized by the account owner and connected to the Credential ID. The types of transactions that may be conducted are those in accordance with each API BCA sub-service used by the Facility Recipient.
3. The Facility Recipient is fully responsible for and hereby holds BCA harmless against all claims, demands, and/or lawsuits of any kind instituted by the Consumer or the bank account owner authorizing the Facility Recipient to administer the account and shall resolve all issues related to the Transaction between the Facility Recipient and the Consumer and/or the bank account owner without involving BCA.
4. The Facility Recipient must ensure that the use and/or processing of the Consumer's data complies with the scope of the Consumer's approval.
5. When sending a Transaction instruction, the Facility Recipient must observe the Transaction cut-off time applicable at BCA.
6. BCA reserves the right to reject or not to process any Transaction instruction received by BCA's system from the Facility Recipient, among other things, if:
  - a. the Transaction Instruction provided by the Facility Recipient does not conform to the Transaction applicable terms at BCA (among others if the Transaction is made after the cut-off time applicable at BCA);
  - b. the number of Transaction data sent by the Facility Recipient exceeds the maximum limit set by BCA.
7. The Facility Recipient shall be fully responsible for any failure in the processing of a Transaction if such failure results from the Transaction instruction sent by the Facility Recipient not being in conformity with the applicable terms at BCA or sent beyond the prescribed cut-off time, or from any other causes not attributable to BCA's fault.
8. The Facility Recipient may not cancel a Transaction instruction that have been made by the Facility Recipient, except for Transaction described in item E.1.9 of these Terms and Conditions.
9. Especially for Transaction with a future processing date, the Facility Recipient may cancel a Transaction instruction with a future processing date after the date the Transaction instruction is made by sending a Transaction cancellation instruction no later than 1 (one) Calendar Day prior

to the processing Transaction date of the relevant Transaction.

10. The Facility Recipient must ensure and be responsible for the correctness, accuracy, and completeness of the Transaction data before sending the Transaction data to BCA via API BCA. BCA shall not be liable for any consequences arising from incorrect, inaccurate, and/or incomplete Transaction data sent by the Facility Recipient.
11. Every Transaction received by BCA through API BCA is deemed as a valid and correct instruction from the Facility Recipient and shall bind and become the sole responsibility of the Facility Recipient. BCA is under no obligation to review or investigate the accuracy of any Transaction instruction received by BCA.
12. The Facility Recipient must not use API BCA to conduct any transaction or action that violates or contravenes the applicable norms of decency, religion, morals, public order, law, or rules and regulations.
13. Without the prior written consent of BCA, the Facility Recipient must not use API BCA for the benefit of any other party or for the purpose of offering commercial services to other parties, including, among other things, as a funds transfer service provider
14. In the event that the Facility Recipient utilizes API BCA facility to offer products or services to Consumer, BCA is not responsible for the risks arising from the products or services offered by the Facility Recipient.
15. The Facility Recipient hereby undertakes to indemnify BCA for any losses incurred by BCA, among others due to sanctions/fines imposed by any regulatory body on BCA, and to hold BCA harmless against all claims, demands, and/or lawsuits of any kind instituted by any party whomsoever arising from any misuse of API BCA by the Facility Recipient or any use of API BCA that violates or contravenes the applicable norms of decency, religion, morals, public order, law, or rules and regulations.
16. The Facility Recipient must maintain the integrity of the Transaction data sent by the Facility Recipient to BCA.
17. The Facility Recipient must not change the Transaction instruction received from the Consumer as well as the data and Transaction Status received from BCA.
18. The Facility Recipient is entitled to receive a Notification from BCA if the Facility Recipient selects the Notification feature.
19. The Facility Recipient must notify BCA in writing if the Facility Recipient wishes to change the Facility Recipient's system and/or data
20. The Facility Recipient must take all necessary measures to ensure that every Transaction can only be conducted by the persons authorized by the Facility Recipient to conduct the Transaction. All consequences and losses arising from a Transaction conducted by any unauthorized persons shall become the sole responsibility of the Facility Recipient.
21. The Facility Recipient acknowledges that all communications and Transaction instructions received by BCA constitute valid evidence despite the absence of any document made in writing and/or signed by the Facility Recipient and BCA.
22. The Facility Recipient must have a reliable and adequate system, infrastructure, and data center, whether physical and/or non-physical, to ensure the security of the Transaction instruction transmission.
23. In the event of any discrepancies between the Transaction data held by the Facility Recipient and the Transaction data held by BCA, the data held by BCA shall prevail unless proven otherwise
24. BCA has the right to make any change, replacement, and system update related to API BCA, which will be notified by BCA to the Facility Recipient in any form and through any means in accordance with the prevailing law.
25. The Facility Recipient must make the necessary adjustments to any change, replacement, and system update related to API BCA from time to time.

#### E.2. Special Provisions

1. The Facility Recipient can send an instruction to block funds or change the data on the funds blockage in relation to the Facility Recipient's bank account and/or another party's bank account at BCA, in respect of which the Facility Recipient has been authorized by the bank account owner and the necessary registration has been made with BCA in accordance with the applicable terms at BCA, in a certain amount according to the Facility Recipient's instruction to BCA, subject to the following provisions:
  - a. The blocking period is determined by the Facility Recipient, subject to a maximum period of 366 (three hundred and sixty-six) Calendar Days of the date of receipt of the blocking instruction by BCA;
  - b. BCA has the right to remove the funds blockage imposed on the bank account specified by the Facility Recipient on the expiry date determined by the Facility Recipient.

2. For the purpose of confirming fund transfer transactions, BCA provides a feature that can be used by the Facility Recipient to ensure the suitability of the name of the destination account holder before the Facility Recipient makes a fund transfer. The Facility Recipient is prohibited from using the feature for any purpose other than fund transfer.

## **F** Rights and Obligations of Facility Recipient

1. In addition to the rights set out in other parts of these Terms and Conditions, the Facility Recipient is entitled to:
  - a. use the API facility provided by BCA;
  - b. cancel a Transaction according to the approval and mechanism determined by BCA;
  - c. obtain correct, accurate, and up-to-date data from BCA;
  - d. cancel the use of the API BCA facility in the event that BCA fails to operate or activate the API BCA facility within the agreed-upon activation period;
  - e. terminate the API BCA facility in accordance with the provisions of C.6 and C.7 of these Terms and Conditions.
  
2. In addition to the obligations set out in other parts of these Terms and Conditions, the Facility Recipient is obliged to:
  - a. pay the Transaction Fees and other fees (if any) for the provision of the API BCA facility to the Facility Recipient;
  - b. apply the SNAP to any systems, applications, and/or platforms administered by the Facility Recipient to the extent that they utilize the API BCA facility for pre-transaction, initiation, and authorization processes, except for certain features of API BCA that are not mandatorily subjected to the SNAP;
  - c. provide data and/or information related to payment systems to Bank Indonesia in accordance with the procedure and mechanism established by Bank Indonesia through BCA (if so required by Bank Indonesia);
  - d. conduct functionality testing and fulfill the requirements set by BCA in the due diligence process and the onboarding process;
  - e. obtain the Consumer's prior approval before the Transaction is processed and forwarded to BCA;
  - f. provide the Consumer's approval to BCA (if requested);
  - g. store any data related to the Consumer and the Transaction in accordance with the prevailing law and regulations and the prudential principles;
  - h. delete the Consumer's data at the request of the Consumer with due observance of the prevailing law and regulations;
  - i. use the Consumer's data provided by BCA only for the benefit of the Consumer;
  - j. implement the technical and security standards, data standards, and technical specifications specified in the SNAP and/or according to the applicable terms at BCA;
  - k. notify BCA in writing of any data leakage;
  - l. notify BCA of any change of the Consumer's approval;
  - m. maintain the confidentiality of data in accordance with the prevailing law and the provisions contained in section O of these Terms and Conditions;
  - n. handle any complaints lodged by the Consumer;
  - o. monitor the reliability and security of the systems, infrastructure, and data center used by the Facility Recipient, and keep abreast of and implement system standards supporting Open API payment services, such as server Operating Systems (OS) and vulnerability patches, as may be required by the regulator and/or BCA;
  - p. report to BCA any cyber event/incident occurring in the Facility Recipient's system, infrastructure, and/or data center in connection with the use of the API BCA facility that may result in financial losses and/or disrupt the operations of the Facility Recipient and/or BCA;
  - q. monitor the Transaction pattern and/or any unusual Transactions made through the API BCA facility. In the event of any indication of an unusual Transaction, the Facility Recipient:
    - i. shall temporarily terminate the use of the API BCA facility;
    - ii. shall immediately submit a report to the work unit in charge of the payment system supervision function at Bank Indonesia in the form of an incidental report as referred to in the Bank Indonesia regulation regarding payment service providers. If the Facility Recipient is not a payment service provider, the report shall be submitted through BCA;
    - iii. shall immediately provide a written notice (electronic and non-electronic) upon being aware of any unusual Transaction no later than 3x24 hours with due observance of the relevant laws and regulations to: (a.) the affected Consumer; (b.) the parties that cooperate in the Open API Payment service; and/or other competent authorities.

r. in the event the Facility Recipient cooperates with a Supporting Party, the Facility Recipient must ensure that the Supporting Party implements the standards set out in the SNAP and/or BCA and maintains the confidentiality of the data provided during the cooperation.

3. The Facility Recipient shall be responsible for any cyber event/incident occurring in the Facility Recipient's systems, infrastructure, and/or data center. In the event of any cyber event/incident resulting in unauthorized access to the API BCA facility and/or the Security Key by any third party, the Facility Recipient shall be fully responsible for any losses (including financial losses) that may arise from Transactions processed by BCA based on Transaction instructions received by BCA through the Facility Recipient's API BCA facility.

## **G** Terms of Use of Verified Account on API BCA Developer Website

### **G.1. Use of Electronic Mail (Email) and Password of the Verified Account**

1. The e-mail address and account password shall be used as a means of identifying the Verified Account to enable access to the API BCA Developer Website. This email address shall also be used by BCA to provide information such as activation emails, notification emails, or any other information related to activities on the API BCA Developer Website.
2. The Facility Recipient must promptly notify BCA in writing if the password of the Verified Account is known and/or is reasonably suspected of having been known by another party. Any activities occurring on the Verified Account on the API BCA Developer Website before BCA's authorized officer receives the written notice shall be the sole responsibility of the Facility Recipient.
3. BCA shall not be liable for any failure in the transmission of information to the email address that does not result from BCA's fault or negligence.
4. BCA shall not be obliged to resend any information that was not successfully transmitted to the e-mail address registered with BCA.

### **G.2. Registration, Modification, and Closure of Verified Account**

1. The Facility Recipient may register and grant Verified Account access to appointed Verified Account Users for the purpose of managing the API BCA Facility at its own full responsibility. The Facility Recipient must ensure that each registered Verified Account User is a different individual for each role of Administrator, Authorizer, and Specialist.
2. The Facility Recipient is fully responsible for all activities using the Verified Account on the API BCA Developer Website by any Verified Account Users. All consequences arising from any activities conducted by the Verified Account Users shall be the sole responsibility of the Facility Recipient. The Facility Recipient shall hold BCA harmless against all claims, demands, and/or lawsuits of any kind instituted by any party, including by the Facility Recipient, arising in connection therewith.
3. The Facility Recipient must promptly notify BCA of any changes to the identity data of the Administrator and Authorizer. Any consequences arising from failure to notify such changes shall be the full responsibility of the Facility Recipient.
4. Changes to the identity data of a Verified Account User shall become effective upon BCA's receipt and completion of processing of the request for such changes.
5. Upon certain considerations, BCA reserves the right to suspend the Verified Account if there is an indication that the Facility Recipient has violated any provisions regarding the use of the API BCA Developer Website or the applicable law, among others, if:
  - a. there is an indication of suspicious activities conducted by the API BCA Verified Account User on the API BCA Developer Website;
  - b. there is an indication of suspicious activities or misuse on the API BCA Developer Website;
  - c. there is an indication of data leakage involving the API BCA Verified Account User or the Facility Recipient;
  - d. there is an indication that the Facility Recipient and/or API BCA Verified Account User has violated any provisions regarding the use of the API BCA Developer Website or the applicable law.
6. Upon termination of the API BCA Facility, all access to the Verified Account given to the Facility Recipient and/or the relevant Verified Account User will be revoked and/or terminated.

## H Rights and Obligations of BCA

1. In addition to the rights set out in other parts of these Terms and Conditions, BCA is entitled to:
  - a. receive the Transaction Fees and other fees (if any) for the provision of the API BCA facility to the Facility Recipient;
  - b. cancel the provision of the API BCA facility in the event that the Facility Recipient fails to operate or activate the API BCA facility within the activation period determined by BCA;
  - c. terminate the API BCA facility in accordance with the provisions of C.6, C.7, and C.8. of these Terms and Conditions;
  - d. make any change, replacement, and update related to the API BCA system;
  - e. postpone or refuse to process a Transaction if the Transaction or data requested by the Facility Recipient show, among other things, an indication of fraud, or a blocking order is issued by a competent authority, or the competent authority conducts an investigation related to the Transaction;
  - f. impose limits on a Transaction, such as:
    - i. the minimum and/or maximum amount of the Transaction that can be made through the API BCA facility;
    - ii. transaction processing time;
  - g. request proof of the Consumer's approval to the Facility Recipient;
  - h. temporarily block the API BCA facility;
  - i. limit the Facility Recipient's access to the API BCA facility;
  - j. obtain a report from the Facility Recipient immediately after the occurrence of a security incident, such as system failure, data protection failure due to data leakage, fraud, and unusual Transactions.
2. In addition to the obligations set out in other parts of these Terms and Conditions, BCA is obliged to:
  - a. apply the SNAP to the API BCA facility administered by BCA for pre-transaction, initiation, and authorization processes, except for certain features of the API BCA facility that are not mandatorily subjected to the SNAP;
  - b. Forward any data and/or information related to the payment system provided by the Facility Recipient (if any) to Bank Indonesia in accordance with the procedures and mechanisms stipulated by Bank Indonesia;
  - c. provide up-to-date data to the Facility Recipient;
  - d. notify the Facility Recipient of any system change related to API BCA;
  - e. determine the minimum requirements that must be met by the Facility Recipient before using the API BCA facility;
  - f. maintain the confidentiality of data in accordance with the prevailing law and the provisions contained in section O of these Terms and Conditions;
  - g. have a Business Continuity Plan (BCP) and a Business Recovery Plan (BRP);
  - h. handle any complaints lodged by the Consumer and/or the Facility Recipient
  - i. monitor the Transaction pattern and/or any unusual Transactions made through the API BCA facility. In the event of any indication of an unusual Transaction, BCA:
    - i. shall temporarily terminate the use of the API BCA facility;
    - ii. shall immediately submit a report to the work unit in charge of the payment system supervision function at Bank Indonesia in the form of an incidental report as referred to in the Bank Indonesia regulation regarding payment service providers;
    - iii. shall immediately provide a written notice (electronic and non-electronic) upon being aware of any unusual Transaction no later than 3x24 hours with due observance of the relevant laws and regulations to:
      - (a.) the affected Consumer;
      - (b.) the parties that cooperate in the Open API Payment service; and/or
      - (c.) other competent authorities.
  - j. require the Supporting Parties working with BCA to:
    - i. apply the standards set out in the SNAP and/or BCA;
    - ii. submit any data and/or information related to the payment system as requested by Bank Indonesia in accordance with the procedures and mechanisms stipulated by Bank Indonesia; and
    - iii. maintain the confidentiality of the data provided during the cooperation.

## I Audit

1. BCA and/or the banking supervisory authority or any parties appointed by BCA or the banking supervisory authority have the right at any time to audit or inspect the Facility Recipient and/or the Supporting Parties used by Facility Recipient (if any) and other matters relating to the implementation of these Terms and Conditions upon prior notice.
2. The Facility Recipient must provide and ensure the availability of access to and/or the data in the possession of the Facility Recipient and the Supporting Parties used by the Facility Recipient (if any) including but not limited to the data center, audit trail, log file system, and Transaction data, as required by BCA, the banking supervisory authority, the parties appointed by BCA and/or the banking supervisory authority for the purposes of the audit

## J Data Storage and Data Leakage Handling

1. The Facility Recipient must store the data related to the Consumer and the Transaction in accordance with the technical standards and security stipulated in the regulations laid down by Bank Indonesia and/or the competent supervisory authority.
2. The Facility Recipient must immediately notify BCA in writing of any leakage of data related to the Consumer and the Transaction, which are known and/or reasonably suspected of having been known by any party other than the Facility Recipient.
3. In the event of any leakage of data related to the Consumer and the Transaction, the Facility Recipient is obliged to do the following:
  - a. conduct identification and investigation to determine the severity of the data leakage according to the prescribed criteria;
  - b. submit a report on any data leakage;
  - c. handle any losses arising from data breaches according to the relevant laws and regulations.
4. The Facility Recipient must pay compensation for any leakage of data related to the Consumer and the Transaction at the Facility Recipient.
5. BCA and the Facility Recipient are prohibited from abusing data related to the Consumer, the Transaction, and the API BCA facility.
6. In the event of any misuse of data related to the Consumer and the Transaction as a consequence of the Facility Recipient's fault and/or negligence, the Facility Recipient shall be fully responsible therefor and hereby holds BCA harmless against all claims, demands, and/or lawsuits of any kind in connection therewith and shall resolve any problems arising from the misuse of data related to the Consumer and the Transaction between the Facility Recipient and the Consumer without involving BCA.
7. The Facility Recipient must delete the Consumer's data at the Consumer's request or in accordance with the prevailing law and regulations.
8. Each Party hereby represent and warrant that each Party:
  - a. shall process all data and information, including the Consumer's personal data, obtained in connection with the implementation of these Terms and Conditions in accordance with applicable laws and regulations governing personal data protection, including requesting and obtaining the Consumer's consent to conduct Transactions on the Consumer's account;
  - b. will only process Consumer personal data solely for the purpose of implementing the provision of the API BCA Facility in accordance with these Terms and Conditions; and
  - c. shall be fully responsible for all consequences and losses arising from the non-fulfillment of obligations or breach of commitments by each Party as stipulated in this clause J.8.

## K Transaction Settlement

The mechanism for Transaction settlement shall follow the applicable terms at BCA and/or shall be agreed upon between BCA and the Facility Recipient in a separate cooperation document.

## **L** Transaction Fees

1. BCA has the right to charge Transaction Fee to the Facility Recipient, including a minimum Transaction Fee, which must be paid by the Facility Recipient in the amount as determined by BCA and notified to the Facility Recipient.
2. The Transaction Fee shall be charged for each use of API BCA, regardless of whether the Transaction Status is successful or failed.
3. The Transaction Fee for the use of API BCA as referred to in item L.1 shall be paid by the Facility Recipient by authorizing BCA to debit the Facility Recipient's bank account in the subsequent month.
4. BCA has the right to charge other fees and/or change the amount of the Transaction Fee, as notified by BCA to the Facility Recipient in any form and through any means in accordance with the prevailing laws and regulations.

## **M** Taxes

Any taxes arising from the provision of the API BCA facility shall become the responsibility of each Party, in accordance with the prevailing tax regulations in Indonesia.

## **N** Authority

1. The Facility Recipient hereby authorizes BCA to debit the Facility Recipient's bank account at BCA for payment of the Transaction Fee as referred to in item L.3 of these Terms and Conditions as well as other obligations of the Facility Recipient to BCA in connection with the use of the API BCA facility
2. The authority granted by the Facility Recipient as described in this Terms and Conditions shall not terminate for any reason whatsoever, including by the causes set out in Articles 1813, 1814, and 1816 of the Indonesian Civil Code as long as the Facility Recipient still has outstanding obligations to BCA under these Terms and Conditions.

## **O** Confidential Information

1. Either Party must maintain the confidentiality of any Confidential Information obtained from the other Party and must not disclose the Confidential Information to other parties except with the written consent of the other Party and/or the Consumer (as the case may be).
2. Confidential Information under these Terms and Conditions means any data and information in any form for use during the provision of the API BCA facility, whether or not marked as "confidential", including but not limited to information in written, oral, visual, and electronic forms that:
  - a. have been or will be disclosed to other parties, including their directors, employees, agents or advisors, or
  - b. has been obtained by such persons during the provision of the API BCA facility; or
  - c. constitute data related to the Consumer and the Transaction.
3. The provisions referred to in this section shall not apply to any Confidential Information that:
  - a. constitutes or lawfully becomes publicly available information, not through a violation by the Party receiving the Confidential Information;
  - b. has been known by the Party receiving the Confidential Information prior to receiving the Confidential Information under these Terms and Conditions from the Party disclosing the Confidential Information, which can be proven by written evidence that it was not obtained from the Party disclosing the Confidential Information or any other party bound by an obligation to maintain the confidentiality of the information obtained from the Party disclosing the Confidential Information;
  - c. was obtained by the Party receiving the Confidential Information from another party that was not known or could not reasonably be known to the Party receiving the Confidential Information as having received the Confidential Information from the Party disclosing the Confidential Information with an obligation to maintain the confidentiality of the Confidential Information;

- d. can be proven in writing as having been developed by the Party receiving the Confidential Information without using the Confidential Information disclosed by the Party disclosing the Confidential Information; or
- e. the Party receiving the Confidential Information is required to disclose under the prevailing law or in compliance with any government order, decision, regulation or in court proceedings. In that connection, the Party receiving the Confidential Information must immediately notify the Party disclosing the Confidential Information of such request or demand.

## **P** Customer's Complaints Handling

1. Each Party must provide media or means for complaints handling that can be accessed by the Consumer.
2. Each Party must have a procedure for handling the Consumer's complaints, which sets out, among other things, the provisions for accepting the Consumer's complaints, the service level for handling and resolving the Consumer's complaints, and the mechanism for monitoring the Consumer's complaints according to the relevant laws and regulations.
3. The Facility Recipient must handle the Consumer's complaints in accordance with the prevailing law.
4. BCA will respond to the Consumer's complaints in accordance with the policies and applicable terms at BCA and the prevailing law. Further information regarding the handling of complaints by BCA can be viewed at <https://www.bca.co.id/id/Syarat-dan-Ketentuan/PenangananPengaduan-BCA>.

## **Q** Limitation of Liability

1. In the event that:
  - a. there is a leakage of the Consumer's data;
  - b. there is a Transaction error;
  - c. the registration is not conducted by the actual Consumer;
  - d. the Transaction is not conducted by the actual Consumer;
  - e. there is a transaction processing failure; and
  - f. terjadi kerugian lainnya dalam bentuk apa pun;there arises any other loss in any form; as a consequence of the negligence/fault of either Party, the Party concerned shall be responsible for any losses arising in connection with such negligence/fault.
2. Each Party shall be responsible for any losses arising from its non-compliance with or breach of these Terms and Conditions or applicable laws and regulations.

## **R** Statements of The Parties

1. BCA and the Facility Recipient (if a non-individual entity) is an entity established under the law of the jurisdiction where BCA and the Facility Recipient is respectively established and has obtained a business license according to their respective lines of business.
2. BCA and the Facility Recipient (if a non-individual entity) is authorized and has taken all the necessary actions, in accordance with their respective articles of association, to sign and perform their respective obligations under the provisions of these Terms and Conditions.
3. Neither Party is currently involved in an ongoing action or dispute of any kind in court or with any other government agency, which may adversely affect its ability to fulfill the obligations under these Terms and Conditions.
4. The signing and implementation of these Terms and Conditions:
  - a. do not require the approval of any other party;
  - b. do not and will not contravene any provision of the prevailing laws of the Republic of Indonesia; and/or
  - c. do not and will not breach, or cause a breach of, or constitute default under any other terms agreed between either Party and other parties
5. There are no pending demands, actions, lawsuits, legal proceedings, or investigations against BCA and the Facility Recipient, which may adversely affect the provision of the API BCA facility.

## S Publication and Promotion

1. BCA and the Facility Recipient, whether individually or jointly, have the right to carry out publication activities (advertising, promotion, information dissemination, and education) regarding the API BCA facility used by the Facility Recipient.
2. BCA has the right to use the design, logo, name, slogan, and trademark of the Facility Recipient for the purposes of publishing the API BCA facility.
3. The Facility Recipient is prohibited from using BCA's design, logo, name, slogan, and trademark in any promotional and advertising activities related to the API BCA facility without the prior written consent from BCA.

## T Force Majeure

The Facility Recipient hereby holds BCA harmless against any claims, demands, and/or other legal actions in any form arising from a delay and/or failure by BCA to fulfill BCA's obligations in relation to the provision of the API BCA facility if such delay and/or failure is due to events or occurrences beyond the control or capability of BCA, including but not limited to natural disasters, fire, war, riots, sabotage, system breakdown, power failures, telecommunication breakdown, and government policies

## U Dispute Resolution

1. The Facility Recipient agrees that any dispute or difference of opinion arising from and/or in connection with the implementation of these Terms and Conditions shall be resolved in an amicable manner.
2. Any dispute or difference of opinion that cannot be amicably resolved between BCA and the Facility Recipient shall be resolved by means of banking mediation at Bank Indonesia or the Financial Services Authority or by means of mediation through an Alternative Dispute Resolution Institution included in the List of Alternative Dispute Resolution Institutions stipulated by the Financial Services Authority.

The Facility Recipient is prohibited from transferring any part or all of the Facility Recipient's rights and obligations under these Terms and Conditions without the prior written consent from BCA.

3. Any dispute or difference of opinion that cannot be resolved in an amicable manner by banking mediation and/or by means of mediation as described in item U.2 above shall be resolved through the District Court of Central Jakarta, without prejudice to BCA's right to file a suit or claim through any other District Court within the territory of the Republic of Indonesia

## V Language

These Terms and Conditions are made and signed in 2 (two) versions of languages, namely Indonesian and English. In the event that two is a discrepancy in interpretation between the versions of Indonesian, and English then the version of Indonesian language shall prevail.

## W Miscellaneous

1. BCA has the right to amend and/or supplement these Terms and Conditions, as may be notified by BCA to the Facility Recipient in any form and through any means according to the prevailing laws and regulations
2. The Facility Recipient hereby undertakes to comply with all of these Terms and Conditions, the User Guide for API BCA Facility, the Customer Self Assessment, and other provisions related to the API BCA Facility, including, among others, provisions governing KlikBCA Bisnis, BCA Virtual Account, and QRIS facilities. The User Guide for API BCA Facility and other provisions applicable at BCA related to the API BCA Facility constitute an integral and inseparable part of these Terms and Conditions.
3. BCA and the Facility Recipient shall comply with the prevailing law, including the SNAP and the provisions regarding anti-bribery, anti-corruption, anti-money laundering and prevention of terrorism and proliferation of weapons of mass destruction funding
4. The Facility Recipient must notify BCA of any events that may affect the Facility Recipient's financial capacity, such as a merger, acquisition, or consolidation
5. The Facility Recipient is prohibited from transferring any part or all of the Facility Recipient's rights and obligations under these Terms and Conditions without the prior written consent from BCA

\_\_\_\_\_  
Facility Recipient's Signature

\_\_\_\_\_  
Full Name

**These Terms and Conditions for API (Application programming Interface) of PT Bank Central Asia Tbk have been adjusted in compliance with the prevailing laws and regulations, including Regulations of the Financial Services Authority**