

#### TERMS AND CONDITIONS RELATED TO YOUR ACCESS AND THE USE OF THIS WEBSITE

(Please take a moment to read these terms and conditions carefully)

THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOUR ACCESS AND THE USE OF THIS WEBSITE AND THE SERVICES PROVIDED HEREIN BY BANK MAYBANK INDONESIA (hereinafter known as "MBI India"), REGISTERED IN INDIA AS A SCHEDULED COMMERCIAL BANK WITH THE RESERVE BANK OF INDIA AND OPERATING THROUGH ITS BRANCH OFFICE IN INDIA AT ONE INDIA BULLS CENTRE, TOWER 2B, 702, 7TH FLOOR, ELPHINSTONE (WEST), MUMBAI – 400 013 AND HAVING ITS PRIMARY OFFICE AT INDONESIA AND OPERATING AS PT BANK MAYBANK INDONESIA TBK, A LIMITED LIABILITY BANKING COMPANY DULY ESTABLISHED UNDER THE LAW OF REPUBLIC OF INDONESIA, DOMICILED IN JAKARTA, HAVING ITS PRINCIPAL OFFICE AT SENTRAL SENAYAN III, JI.ASIA AFRIKA NO.8 GELORA BUNG KARNO-SENAYAN JAKARTA PUSAT 10270.

BY ACCESSING ANY PAGE OF THIS WEBSITE AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE IMMEDIATELY DISCONTINUE YOUR ACCESS TO THIS WEBSITE AND/OR USE OF THE SERVICES.

#### **DEFINITIONS**

- 1. "MBI India" shall mean Bank Maybank Indonesia, registered as a scheduled commercial bank with the RBI and operating through its branch office in India in the city of Mumbai.
- 2. "RBI" shall mean Reserve Bank of India, which is the central bank of India, established on 1stApril, 1935, under the Reserve Bank of India Act, 1934.

### **GENERAL**

All products and services of MBI India and its partners herein provided are subject to the terms and conditions of the applicable agreements governing their use. These terms and conditions are meant to regulate your access to this website and they are to be read together with the applicable terms and conditions governing any transaction(s), product(s) and/or service(s) provided in this website. In the event of conflict between these terms and conditions and the terms and conditions governing the relevant transaction(s), product(s) and/or service(s) provided herein, the latter will prevail.

The information, material, functions and content provided in the pages of the website may be changed from time to time with or without notice at MBI India's absolute discretion. Your continued access or use of the website and/or the services provided herein subsequent to any such change will be deemed as your acceptance to those changes.

#### **DISCLAIMER**

The materials and information in this website, including but not limited to services, products, information, data, text, graphics, audio, video, links or other items, are provided by MBI India on an "as is" and "as available" basis. References to material and information contained in the website include such material and information provided by third parties.



MBI India does not make any express or implied warranties, representations or endorsements including but not limited to any warranties of title, non-infringement, merchantability, usefulness, operation, completeness, currentness, accuracy, satisfactory quality, reliability, fitness for a particular purpose in respect of the website, the material, information and/or functions therein and expressly disclaims liability for errors and omissions in such materials, information and/or functions. Without derogation of the above and/or the terms and conditions of the applicable agreements governing all the products and/or services of MBI India, reasonable measures will be taken by MBI India to ensure the accuracy and validity of all information relating to transactions and products of MBI India.

Further MBI India does not warrant or represent that access to the whole or part(s) of this website, the materials, information and/or functions contained therein will be provided uninterrupted or free from errors or that any identified defect will be corrected, or that there will be no delays, failures, errors or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system.

The materials, information and functions provided in this website shall not under any circumstances be considered or construed as an offer or solicitation to sell, buy, give, take, issue, allot or transfer, or as the giving of any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits or deposits in any jurisdiction.

You shall be responsible to evaluate the quality, adequacy, completeness, currentness and usefulness of all services, content, advice, opinions and other information obtained or accessible through the website; further you should seek professional advice at all times and obtain independent verification of the materials and information provided herein prior to making any investment, business or commercial decision based on any such materials or information.

#### **LINKS**

Links from or to websites outside this website are meant for convenience only. Such linked websites are owned and operated by third parties and as such are not under the control of MBI India. Therefore MBI India shall not be responsible and makes no warranties in respect of the contents of such linked websites, the third parties named therein or their products and services. Furthermore, the links provided in this website shall not be considered an endorsement or verification or approval of such linked websites or the contents therein. Linking to any other site is at your sole risk and MBI India will not be responsible or liable for any damages in connection with linking. It is advisable for you to read the privacy policy statements (if any) of any websites which are linked to this website.

# **COPYRIGHT**

Unless otherwise indicated, the copyright in this website and its contents, including but not limited to the text, images, graphics, sound files, animation files, video files, and their arrangements, are the property of MBI India, and are protected by applicable copyright laws. No part or parts of this website may be modified, copied, distributed, retransmitted, broadcast, displayed, performed, reproduced, published, licensed, transferred, sold or commercially dealt with in any manner without the express prior written consent of MBI India.



You also may not, without MBI India's expressed prior written consent, insert a link to this website on any other website, frame or "mirror" any material contained on this website on any other server.

Any such unauthorised reproduction, retransmission or other copying or modification of any of the contents of MBI India's website may be in breach of statutory or common law rights which could be the subject of legal action.

MBI India disclaims all liability which may arise from any unauthorised reproduction or use of the contents of this Maybank Group's website.

### TRADEMARKS, SERVICE MARKS AND LOGOS

All trademarks, service marks, and logos displayed in this website are the property of MBI India and/or their respective third party proprietors as identified in the website.

Unless the prior written consent of MBI India or the relevant third party proprietor of any of the trademarks, service marks or logos appearing on the website has been obtained, no license or right is granted to any party accessing this website to use, download, re-produce, copy or modify such trademarks, services marks or logos. Similarly, unless the prior written consent of MBI India or the relevant proprietor has been obtained, no such trademark, service mark or logo may be used as a link or to mark any link to MBI India's website or any other site.

### **EXCLUSION OF LIABILITY**

MBI India and/or its partners herein shall in no event be liable for any loss or damages howsoever arising whether in contract, tort, negligence, strict liability or any other basis, including without limitation, direct or indirect, special, incidental, consequential or punitive damages, or loss profits or savings arising in connection with your access or use or the inability to access or use this website (or any third party link to or from MBI India's website), reliance on the information contained in the website, any technical, hardware or software failure of any kind, the interruption, error, omission, delay in operation, computer viruses, or otherwise.

This exclusion clause shall take effect to the fullest extent permitted by law.

## <u>INDEMNITY</u>

You hereby irrevocably agree to indemnify and keep indemnified MBI India from all liabilities, claims, losses and expenses, including any legal fees that may be incurred by MBI India in connection with or arising from:

- (1) your use or misuse of this website and the services provided herein, or
- (2) your breach of these terms and conditions howsoever occasioned, or
- (3) any intellectual property right or proprietary right infringement claim made by a third party against MBI India in connection with your use of this website.



### **TERMINATION**

MBI India reserves the right to terminate and/or suspend your access to this website and/or your use of this website at any time, for any reason. In particular, and without limitation, MBI India may terminate and/or suspend your access should you violate any of these terms and conditions, or violate the rights of MBI India, of any other user, or of any third party.

### **MISCELLANEOUS**

The failure of MBI India to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

If any part of these terms and conditions is determined to be invalid or unenforceable pursuant to applicable law, then the invalid and unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the other provisions of the terms and conditions shall continue in full force and effect.

Any rights not expressly granted herein are reserved.

### LAW AND JURISDICTION

These terms and conditions are governed by and are to be construed in accordance with the laws of India. By accessing this website and/or using the services provided herein by MBI India, you hereby consent to the exclusive jurisdiction of the courts in Mumbai, India for all disputes arising out of or relating to the use of this website.

MBI makes no representation that the materials, information, functions and/or services provided on this website are appropriate or available for use in jurisdictions other than India.