

DIGITAL KTA TERMS AND CONDITION
SHINHAN BANK INDONESIA

A. TERMS AND DEFINITION

1. **SOL Application** is Shinhan Bank Indonesia mobile Debtor can download application, which provides electronic banking services that, through Playstore and Appstore.
2. **Creditor** is Shinhan Bank Indonesia, which provides credit facility to the Debtor.
3. **Debtor** is individual customer who has debt/loan to Creditor and has the obligations to make loan payment, interest, and other fees as determined by Creditor.
4. **Digital KTA Credit Facility** is Unsecured Loan credit facility given by Creditor to Debtor, whose submission process is carried out online through SOL Application and the payment method is in the form of fixed loan installments every month.
5. **Digital KTA Credit Facility Agreement** is a loan agreement document between Creditor and Debtor that requires the Debtor to pay off the debt after a certain period with interest.
6. **Net income** is Debtor total income that has been deducted by income tax, insurance, and other deductions.
7. **Company** is company that uses Creditor financial services, whose employees are provided with Digital KTA Credit Facility.
8. **Loan Application** is the application process of Digital KTA by Debtor to Creditor, which is carried out online through SOL Application.
9. **Credit Limit** is the maximum limit of Digital KTA loan amount that can be submitted by the Debtor to the Creditor.
10. **Loan Term** is the period of time for the KTA Digital Credit Facility or the length of time the Debtor makes loan payments to Creditor.
11. **Installment Due Date** is the due date for payment of Loan Installments every month by the Debtor to the Creditor, as stated on the Loan Payment Schedule menu in the SOL Application.
12. **Settlement Due Date** is the due date for the settlement of the KTA Digital Credit Facility by the Debtor to the Creditor or the installment due date in the last month of the Loan Term.
13. **Electronic Signature** is the Debtor's digital signature on the Digital KTA loan application document in the SOL Application, which is a valid approval from the Debtor and is legally valid for the loan application to the Creditor.

14. **E-Stamp** is a stamp used for electronic documents. Based on Law no.11 of 2008 (UU ITE) in Article 5 paragraph (1) which states that electronic documents are valid legal evidence. Thus, the position of electronic documents is equated with paper documents.
15. **Loan amount** is the total principal loan amount provided by the Creditor to the Debtor in the Digital KTA Credit Facility.
16. **Principal Amount** is the principal amount of the loan that must be paid by the Debtor to the Creditor at each Installment Due Date.
17. **Loan Interest** is the remuneration paid by the Debtor to the Creditor for each Installment Due Date, which is calculated by the Creditor based on the percentage of the interest rate on the loan amount.
18. **Loan Installment** is principal amount and loan interest that must be paid by the Debtor every month on Installment Due Date determined by the Creditor.
19. **Loan interest rate** is the interest rate used to calculate Digital KTA Installment. The interest rate used by Creditor is the effective annual interest rate.
20. **Provision Fee** is a fee that must be paid by the Debtor to the Creditor for the disbursement handling of the approved Digital KTA.
21. **Administration Fee** is a fee for Digital KTA services received by the Debtor from the Creditor.
22. **E-stamp & electronic signature fees** are the cost of e-stamp and electronic signature that are billed by Creditor to Debtor in the process of applying for Digital KTA loan in the SOL Application.
23. **Overdue Loan** is Loan that have not been paid by the Debtor after the Installment Due Date or Settlement Due Date.
24. **Auto debit** is a method of paying loan installment or overdue loan amount that is carried out by Creditor's system automatically by debiting the Debtor's account on Installment Due Date or at a schedule as determined by the Creditor.
25. **Credit Account** is Debtor's Rupiah account that is registered with the Creditor, which is used as Digital KTA disbursement account from the Creditor.
26. **Collectibility** is a state of payment of principal or installments of principal and credit interest by the Debtor as well as the level of possibility of receiving the funds channeled through credit back to the Debtor
26. **Debtor Information** are Debtor data or information that are confidential.
27. **M-OTP (Mobile One Time Password)** is 6 (six) series of confidential digits made by the Debtor as transaction verification in the SOL Application.

28. **E-KYC (Electronic Know Your Customer)** is the process of verifying the Debtor's identity electronically.
29. **KYC (Know Your Customer)** is a face-to-face process of verifying the Debtor's identity by an authorized Creditor officer at the Creditor's Branch Office.
30. **OJK (Financial Services Authority)** is a state institution established under Law Number 21 of 2011 whose function is to organize an integrated regulatory and supervisory system for all activities within the financial services sector, both in the banking sector, capital markets and non-banks financial services sector, such as Insurance, Pension Funds, Financing Institutions, and other Financial Services Institutions.
31. **Bank Indonesia** is the Central Bank of the Republic of Indonesia in accordance with Article 23D of the Constitution of the Republic of Indonesia (UUD) and Law Number 23 of 1999 concerning Bank Indonesia.

B. DIGITAL KTA FACILITY

1. Digital KTA is given to Debtor who meet the criteria set by the Creditor, where the loan application is carried out online through the SOL Application and the payment method is in the form of fixed loan installments every month.
2. Credit limit, loan term, loan interest rate, and fees provided by the Creditor are at the Creditor's sole discretion, taking into account the applicable provisions. The Creditor has the right to change credit limit, loan term, loan interest rate and fees with due observance of applicable laws and regulations.
3. The Creditor has the right to reject the Debtor's Digital KTA application under conditions including but not limited to the Debtor's credit score level (collectability) in the OJK Financial Information Service System (SLIK) is being declared substandard, loss, or doubtful.
4. The use of Digital KTA facilities is intended for personal needs such as education fees, home renovations, wedding expenses, holidays, and others as long as they comply with applicable laws and regulations.

C. LOAN APPLICATION

1. The requirements for submitting Digital KTA are in accordance with the provisions that are applied by Creditor, and Debtor has previously checked the Credit Limit on the SOL Application or microsite provided by the Creditor, no later than 7 (seven) days before loan application.

2. By choosing to agree on the Terms and Conditions page when submitting Digital KTA in the SOL Application, the Debtor agrees to all of the Digital KTA Terms and Conditions and binds the Debtor legally, where the agreement is valid evidence for the Creditor, as befits as written agreement or agreement by signing Digital KTA Terms and Conditions.
3. The Debtor declares and guarantees that all information and documents provided in the Digital KTA loan application process in the SOL Application and/or submitted through the Creditor's Branch Office or other media available to the Creditor are authentic, complete and correct information and documents belonging to the Debtor, including but not limited to Debtor E-KTP data.
4. The Debtor guarantees the authenticity and validity of the supporting documents submitted in connection with Digital KTA loan application.
5. The Debtor authorizes the Creditor to examine the truth and validity of the information and documents provided in ways determined by the Creditor, including but not limited to examining, analyzing and verifying information and documents against sources of information outside of the Creditor deemed appropriate according to Creditor provisions and applicable legal regulations, including checking the status of the Debtor in the Financial Information Service System (SLIK) at the Financial Services Authority, credit bureaus, identity verification service providers third party and/or information organizer.

D. LOAN APPROVAL

1. The Creditor will give approval for the Digital KTA loan application if the Debtor has fulfilled the terms, criteria, conditions and other assessment factors as stipulated in the Creditor's provisions.
2. Debtor can access details of Digital KTA information that has been approved by Creditor such as Loan Installment, Loan Term, Installment Due Date, Interest Rate, and fees on the SOL Application.
3. Creditor will not issue monthly loan invoice letter.

E. LOAN REJECTION

The Creditor can reject the Digital KTA loan application without disclosing the reasons for the rejection to the Debtor, unless otherwise determined by the applicable laws and regulations.

F. LOAN DISBURSEMENT

1. The Creditor will disburse Digital KTA funds to the Debtor's credit account after loan approval.
2. By disbursing the Digital KTA loan amount to the Debtor's account:
 - a. The Debtor fully acknowledges that he owes the amount of the loan to the Creditor and acknowledges that he has received the intended loan amount, the details of which are as stated in Loan Approval and SOL Application.
 - b. The Debtor agrees that the debt amount based on Loan Approval will from time to time be evident from: (i) Digital KTA Loan Account that is with the Creditor; and/or (ii) Credit confirmation or other instruments determined by the Creditor; and/or (iii) Creditor's records or administration which are valid and binding evidence for the Debtor regarding the amount of the Debtor's debt owed and must be paid by the Debtor to the Creditor in connection with the provision of Digital KTA to the Debtor, unless it can be proven otherwise; (iv) Letters or other documents issued by Creditor.

G. LOAN USAGE

1. The Debtor is fully responsible for the purpose of Digital KTA loan amount usage provided by the Creditor, including but not limited to not using these amounts for credit advances/financing of property or vehicles.
2. The Creditor has the right to block the Digital KTA loan amount, including declaring all loans due and must be paid at once, if, according to the Creditor's consideration, there is a violation of applicable laws and regulations related to the purpose of using the Digital KTA loan amount.

H. LOAN REPAYMENT

1. Loan installment payments are done through auto debit by the Creditor system every month at the Installment Due Date. If the Installment Due Date falls on a holiday, the Creditor system will run the auto debit on the closest working day after the Installment Due Date.
2. If the Debtor has Overdue Loan, payment of Overdue Loan will be done through auto debit by the Creditor system by the total outstanding loan amount along with interest on overdue loan, and/or other fees (if any). Payment of Overdue Loan can also be made through Branch Offices or in other ways according to the provisions of these Terms and Conditions and/or applicable Creditor regulations.

3. The Debtor must provide sufficient funds for the payment of loan installments or overdue loan in his account. To avoid the risk of late payment, the Debtor is advised to provide funds no later than 2 (two) working days prior to the Installment Due Date.
4. If the loan installments payment by auto debit fails due to insufficient funds in the Debtor's account, the loan status will automatically change to Overdue Loan on the next day, and the Creditor may charge late interest and/or late payment penalties outside of the principal amount and loan interest.
5. Debtor can view the history of loan payments in the SOL Application.

I. LOAN SETTLEMENT

1. Loan settlement at Settlement Due Date:
 - a. Loan settlement is done by auto debit by the Creditor system at the Settlement Due Date (the last month of the Loan Term). If the Settlement Due Date falls on a holiday, the Creditor system will run an auto debit on the closest working day after the Settlement Due Date.
 - b. The Debtor must provide sufficient funds to settle the loan. To avoid delays in loan settlement, Debtor is advised to provide sufficient funds in his account no later than 2 (two) working days prior to the Repayment Due Date.
 - c. If loan settlement by auto debit by the Creditor system fails due to insufficient funds in the Debtor's account, the loan status will automatically change to Overdue Loan on the next day, and the Creditor may charge a penalty/late payment fees outside principal amount and loan interest.
 - d. Debtor can view the loan settlement history in the SOL Application.
2. Early Loan Settlement:

Early Loan Settlement can be submitted by the Debtor through the Creditor's Branch Office. The Debtor is obliged to pay the entire loan amount, loan interest, and fines/penalties for early settlement in accordance with the provisions stipulated by the Creditor.

J. COLLECTABILITY STATUS

1. The collectability status of the Debtor will be determined by the Creditor based on timeliness of Digital KTA payment and other loan facilities (if any) from the Debtor to the Creditor and referring to the rules and regulations of the Financial Services Authority.
2. The classification of collectability status according to the provisions of the Financial Services Authority is as follows:
 - a. Collectability 1 (Current): If the Debtor always pay loan principal and interest amount on time, the account development is good, there are overdue, and in accordance with credit terms.
 - b. Collectability 2 (Special Mention): If the Debtor has outstanding payment of loan principal and/or interest amount between 1-90 days.
 - c. Collectability 3 (Substandard): If the Debtor has outstanding payment of loan principal and/or interest amount between 91-120 days.
 - d. Collectability 4 (Doubtful): If the Debtor has outstanding payment of loan principal and/or interest amount between 121-180 days.
 - e. Collectability 5 (Loss): If the Debtor has outstanding payment of loan principal and/or interest amount for more than 180 days.

K. INTEREST AND FEES

1. Excluding the principal amount, the Debtor must pay loan interest and fees incurred on the Digital KTA as stated in the Digital KTA Credit Facility Agreement, which is approved and signed by the Debtor.
2. Interest and fees that are the responsibility of the Debtor, including but not limited to:
 - a. Loan interest;
 - b. Provision fee (handling charges);
 - c. Administration fee (service charge);
 - d. e-stamp & electronic signature fees;
 - e. Interest on Overdue Loan (overdue interest) – if there is a delay in paying the loan installments;
 - f. Fines/penalties for early loan settlementDetails of interest and fees for Digital KTA as stated in the Digital KTA Credit Facility Agreement.

3. The Creditor has the right at any time to change the interest and fees related to Digital KTA with prior notification to the Debtor no later than 30 (thirty) working days or the period required by the applicable laws and regulations, through the media determined by the Creditor.

L. CREDITOR RIGHTS

1. The Creditor has the right to collect principal amount and loan interest at installment due date or settlement due date by debiting the Debtor's account.
2. The Creditor has the right to collect overdue loan, late interest, and/or fees that may arise in connection with late loan payment on a schedule set by the Creditor by debiting the Debtor's account or in other ways stipulated in the terms of the Creditor and these Terms and Conditions.
3. The Creditor has the right to collect the loan amount, loan interest and early settlement fines/penalties if the Debtor requests to do loan settlement before the due date of Digital KTA Credit Facility.
4. The Creditor has the right to exercise his rights and privileges that arise to cancel the facility and to recover the amount owed by the Debtor by combining all and every account including deposits and liabilities of the Debtor at the Creditor either inside or outside the country to pay off all loans to Creditor. If there is an excess of funds, the Creditor will return the funds to the Debtor without the Creditor's obligation to pay interest or compensation in any form whatsoever.
5. The Creditor has the right to collect the entire loan amount, loan interest, fees, fines and/or other obligations of the Debtor immediately and all at once in the event of the following:
 - a. The Debtor stops working at the company where the Debtor works for any reason. And if due to the termination of the employment relationship, the Debtor receives service fees and/or severance pay, then the Debtor hereby agrees that the Creditor has the right to request/collect and receive the money from the company where the Debtor works and these funds can be used to pay all loans and obligations of the Debtor to Creditor;
 - b. Information, statements, and/or documents provided by the Debtor to the Creditor are invalid, incorrect, or incomplete;
 - c. The Debtor's assets are partly or wholly confiscated by the competent authority;
 - d. The Debtor dies or is placed under guardianship (*curatele*);
 - e. The Debtor neglects to carry out an obligation or violates a provision set out in these Terms and Conditions, agreements, and other documents related to the provision of Digital KTA Credit Facility from Creditor to Debtor, including the provisions stipulated by Bank Indonesia and the Financial Services Authority ;

- f. The Debtor submits an application to the competent authority to be declared bankrupt, and/or to be granted a delay in payment of his debts, or when another person or party submits a request to the competent authority so that the Debtor is declared bankrupt;
 - g. The Debtor does not or fails to pay in full and/or properly to the Creditor an amount of money based on the Digital KTA Credit Facility Agreement between the Debtor and the Creditor must be paid by the Debtor to the Creditor;
 - h. The Debtor neglects to carry out an obligation or violates a provision in an agreement with other people/parties concerning or related to money loans/ credit facilities/factoring/leasing facilities where the Debtor is the receiving party or as the lessee, and negligence or breach by the Debtor entitles the party providing the loan or the lessor to demand payment of the amount owed in the said agreement in one lump sum before the due date;
 - i. The Debtor received a lawsuit before the court by another party.
 - j. The Debtor's ability to repay the loan is doubted by the Creditor.
6. The Creditor has the right to appoint a third party to collect principal amount, loan interest, fees and other Debtor obligations that arise in connection with the provision of Digital KTA Credit Facility, as well as sending information and/or reminders regarding the Debtor's obligations to Creditor via short text message (SMS), telephone, Whatsapp, or other media determined by the Creditor while remaining in compliance with the applicable terms and regulations.
7. The Debtor hereby agrees that the Creditor has the right to transfer his rights as stated in these Terms and Conditions to a third party by notification through written media or other media to the Debtor.
8. The Debtor understands and agrees that the Creditor will report the Digital KTA facility provided by the Creditor to the Debtor to the Financial Information Service System (SLIK) and/or other service systems that have similar aims and objectives as stipulated by applicable regulations.
9. The Creditor has the right to change, correct, add and/or reduce the provisions in these Terms and Conditions, with prior notification to the Debtor through the media determined by the Creditor, with due observance of the applicable laws and regulations. Any changes or additions to these Terms and Conditions are an integral and inseparable part of these Terms and Conditions.
10. The Creditor has the right, at the Creditor's discretion, to end/stop the provision of Digital KTA as referred to in the Digital KTA Credit Facility Agreement, before the end of the loan term, by sending prior notification by the Creditor to the Debtor in accordance with the applicable laws and regulations, if in the future there will be regulations/policies of the Financial Services

Authority, monetary (turbulence) changes both domestic or overseas. In the event that there are other causes that disrupt the financial condition/ability of the Creditor, then with prior notification to the Debtor in accordance with applicable laws and regulations, the Creditor hereby also has the right to stop/terminate the provision of Digital KTA. In the case of ending the Digital KTA as stated above:

- a. The Creditor will not provide compensation and/or liability in any form to the Debtor for any claims for compensation or other legal claims of any kind against the Creditor in connection with the termination/ending of Digital KTA by the Creditor as described in point 1 above.
 - b. If the Digital KTA ends for any reason, then the obligation to provide Digital KTA by the Creditor to the Debtor ends and all remaining debts of the Debtor to the Creditor including interest and other costs that arise (if any), become billable immediately and at once by the Creditor and must be paid in full by the Debtor immediately and at once.
 - c. The Debtor and Creditor agree to set aside the provisions of article 1266 of the Civil Code, so that to termination of Digital KTA provision does not require a decision or ruling from an authorized bailiff court agency.
11. The Creditor has the right to make changes at any time, including but not limited to credit limits, loan interest rates, loan terms, fees, and/or add new terms and conditions related to Digital KTA by notifying the changes to the Debtor in accordance with the applicable laws and regulations.

M. CREDITOR OBLIGATIONS

1. Creditor is required to comply with legislation related to anti-corruption and anti-bribery in Indonesia and carry out proper actions, including but are not limited to complying with Law Number 11 of 1980 concerning bribery and its changes, Law Number 31 of 1999 concerning Eradication of Corruption and Corruption and Changes, and Law Number 20 of 2001 concerning Amendments to Law Number 31 of 1999 and its changes in the future.
2. Creditor is required to apply the appropriate prudence principles to ensure that Debtor information, including accounts and transactions is treated confidentially.
3. Creditor is obliged to notify all changes to Digital KTA Terms and Conditions through the media available in the Creditor in accordance with applicable laws and regulations.

N. DEBTOR RIGHTS

1. Debtor have the right to receive product and service information related to Digital KTA, SOL applications, and/or other Creditor' products and services needed by Debtor in connection with the provision of KTA digital from Creditor.
2. Debtor has the right to receive Digital KTA Loan Amount after the loan approval is given by the Creditor as per the loan amount in Digital KTA Credit Facility Agreement, as long as the Creditor does not carry out its special rights in the form of cancellation of Digital KTA facility to the Debtor.
3. Debtor has the right to submit complaints related to digital KTA to Creditor, to be then followed up by the Creditor.
4. Debtor has the right to do early loan settlement by following the procedures and provisions of early loan settlement stipulated by Creditor.

O. DEBTOR OBLIGATIONS

The Debtor declares the ability to fulfill the following obligations during the provision of Digital KTA facility by Creditor until the settlement of the loan:

1. Allow the Creditor or the appointed Creditor representatives to conduct employment background checks, income and wealth data, as well as inspection of documents required in the submission of Digital KTA in accordance with the procedures stipulated by the Creditor and applicable laws and regulations.
2. Provide information and supporting documents that are authentic, valid, complete, and correct as required by the Creditor in connection with the submission of Digital KTA. If the Creditor requires additional documents for the loan application, the Debtor agrees to provide the required additional documents no later than 7 (seven) calendar days after the loan application date.
3. Comply with all the provisions determined by the Creditor in connection with the provision of Digital KTA to the Debtor.
4. Provide sufficient funds in the Debtor account to:
 - a. Payment of loan installments at Installment Due Date, and
 - b. Settlement of loan and other Debtor obligations at Settlement Due Date or on the schedule set by the Creditor, and
 - c. Payment of overdue loan along with overdue interest and other obligations related to late payment, if the Debtor has an overdue loan.

- d. Comply with legislation related to anti-corruption and anti-bribery apply in Indonesia and carry out proper actions, including but not limited to Law Number 11 of 1980 concerning Criminal Acts and its changes, Law Number 31 Year 1999 concerning Eradication of Corruption and Criminal Act and Changes, and Law Number 20 of 2001 concerning Amendments to Law Number 31 of 1999 and its changes in the future. The Debtor is prohibited from giving money and/or prizes or in accordance with any form outside of things that are promised in Digital KTA, to any employee or other party representing the Creditor.

P. DEBTOR STATEMENTS

By applying for a Digital KTA loan, the Debtor states that:

1. The Debtor is not involved in any dispute or case.
2. The Debtor is not in a state of bankruptcy.
3. The Debtor is not in a state of default or has been declared in default by another party.
4. The Debtor has no debt to the government of the Republic of Indonesia, which, if not properly paid, could endanger the business/assets of the Debtor and/or impact on administrative sanctions and/or legal sanctions from the state.
5. If the Debtor dies, all debts and obligations of the Debtor to the Creditor will be the responsibility of the Debtor's Heirs, whose repayment cannot be divided among the Debtor's Heirs.
6. The Debtor agrees to be contacted by telephone, email, short message (SMS), WhatsApp, and/or other media available to Creditor in connection with loan payments and collection.

Every instruction and/or communication from the Debtor to the Creditor via e-mail or letter is valid, binding and can be carried out by the Creditor. However, under certain conditions, the Creditor has the right to verify and/or re-confirm the instructions and communications received from the Debtor. Such instructions and/or communications will be considered valid, binding and can be carried out after the Creditor has successfully verify and reconfirm with the Debtor.

7. The Debtor fully accepts every consequence arising from every transaction and/or action carried out by the Creditor based on instructions and/or communications submitted by the Debtor to the Creditor as described above, and therefore the Debtor releases the Creditor from all losses, claims, demands, costs and expenses whatsoever and at any time incurred in any form and manner arising from and/or as a result of the Debtor's instructions and communication to the Creditor as long as the Creditor has processed the transaction in accordance with the applicable Creditor provisions.

8. The Debtor states that all information in the Digital KTA submission on the SOL Application is correct, accountable, and the Creditor can check the correctness of the data, documents and information to any party and/or change according to facts and or actual circumstances. All risks that may arise in the future as a result of the discrepancies/incorrectness of this statement and/or information in the KTA Digital Submission in the SOL Application are the full responsibility of the Debtor and therefore release the Creditor from the responsibilities and risks that may arise as a result of implementing this statement.
9. The Debtor states that in the event that there is a transaction, description, statement, approval, grant of power/authority and delivery of all Debtor information/data submitted by the Debtor digitally/electronically or through electronic communication facilities ("Electronic Instruction Submission") to the Creditor , then all Electronic Instruction Submission must be accounted for by the Debtor and constitute valid and binding evidence for the Debtor's instructions to the Creditor even though they are not made in a written document or issued in a document signed by the Debtor, unless the Debtor can prove otherwise.
10. The Debtor agrees that:
 - a. Every Electronic Instruction Submission received and successfully processed by the Creditor is a valid instruction from the Debtor. The Creditor is authorized, but not obligated, to verify whether the party giving the instructions is the correct Debtor, assessing or proving the accuracy or completeness of the instructions in question. Every instruction received by the Creditor is legally binding and becomes the full responsibility of the Debtor, unless the Debtor can prove otherwise; And
 - b. Every Electronic Instruction Submission including copies, recordings and other similar forms of electronic information submissions made and/or stored by the Creditor constitutes valid evidence and has the same legal force as the original or as the information be made in written in physical document.
11. The Debtor declares and guarantees that the Debtor has obtained all necessary approvals and permits, including but not limited to permission from the husband/wife and any third party to sign and carry out the Debtor's obligations that will arise based on this Digital KTA.
12. The Debtor fully understands and agrees to the loan interest, all applicable fees, and other important information, as stated in the Digital KTA Credit Facility Agreement and the SOL Application.

13. The Debtor states that if the application for a Digital KTA loan by the Debtor is approved and disbursed by the Creditor, the Debtor agrees to be bound and subject to the Digital KTA Terms and Conditions, along with any changes the Creditor in accordance with the applicable provisions will inform that.
14. The Debtor, irreversibly or irrevocably, hereby gives approval and power of attorney to the Creditor to be able to transfer the approved Digital KTA loan amount to the Debtor's Credit Account.
15. The Debtor agrees that the Creditor will not be responsible for any actions or omissions that are beyond the control of the Creditor (including but not limited to actions taken by the Government or Bank Indonesia, unrest or riots, damage to computer systems, power disruption, fire or earthquake).
16. The Debtor understands that the Creditor is not obliged to carry out tasks or services other than those regulated in these Terms and Conditions, unless specifically stated.
17. The Debtor understands and agrees that:
 - a. Digital KTA loan interest is daily interest based on annual interest divided by 360 (three hundred sixty) days and the interest calculation will be calculated every day until the Debtor pays off all payment obligations.
 - b. The composition of Loan Installments consists of Principal Amount, Loan Interest, and/or other costs, if any, as shown in the SOL Application.
 - c. The composition of the Principal Amount and Interest installments is not the same or will change every month.
 - d. Interest calculation starts from loan disbursement until the loan term ends.
18. The Debtor states that the Creditor has provided sufficient explanation regarding the characteristics of the Digital KTA Credit Facility that the Debtor will use, and the Debtor has read and understood this facility and all the consequences, including the benefits, risks and costs attached to this facility.
19. The Debtor agrees that Digital KTA Terms and Conditions, Digital KTA Credit Facility Agreement, and other documents and/or requirements related to Digital KTA are an integral and inseparable part of these Terms and Conditions.
20. The Debtor agrees that if any of the articles in these Terms and Conditions are declared invalid for any reason, this does not cancel the other articles and these Terms and Conditions remain in force.

21. In the event that these Terms and Conditions are translated into another language, and if there are differences in interpretation between the Indonesian text and the foreign language, the Debtor agrees to refer to the Indonesian text.

Q. POWER

1. Debtor agree and provide power to Creditor to share Debtor information to third parties or parties in collaboration with Creditor related to the verification process, credit limits and electronic signatures, while holding on to the principles of Debtor data confidentiality as regulated by applicable the laws and regulations.
2. Debtor agree and provide power to Creditor to update Debtor's employment data on the Creditor system using data entered in the Digital KTA loan submission in the SOL application, if there is a difference between the data in the Creditor and the data entered by the Debtor when applying for Digital KTA in the SOL application.
3. The Debtor gives power to the Creditor to do:
 - a. Debiting Debtor's account for loan installment payment, overdue loan, fees, and/or other Debtor obligations to Creditor related to Digital KTA facility; and
 - b. Blocking the Debtor's Account starting from 1 (one) day after Installment Due Date, in the condition of late payment (overdue loan), where Debtor's account block will be removed by Creditor after overdue loan payment is successful.
4. Debtor gives power to Creditor to charge Debtor accounts and/or act on behalf of the Debtor to withdraw all the Debtor wealth of whatever form administered by Creditor, including Debtor deposits on Creditor, for the payment of Digital KTA including principal amount, loan interest, and other fees related to the provision of Digital KTA to Debtor. In the event that the Debtor's account balance is insufficient, the Creditor has the right to collect all Digital KTA overdue loan to the Debtor.
5. If the Debtor stops working from the company where the Debtor works for any reason, and because of the termination of the employment relationship, the Debtor gets a service fee and/or a severance pay, the Debtor gives power to the Creditor to request/collect and receive the money to company where Debtor works, to be then used for payment of all loans and Debtor obligations to Creditor.
6. If the Debtor dies, the Debtor gives power to the Creditor to be able to request/collect loan installments, overdue loan, fees or other Debtor's obligations to the Debtor's heirs.

7. Debtor gives power to Creditor to disclose any Debtor information obtained by Creditor in connection with the provision of Digital KTA, including income information, loan facilities, accounts, including but not limited to facilities and transactions conducted by the Debtor on the Creditor, in the capacity of other Creditor operational activities and/or fulfillment of certain requirements, to:
 - a. Every representative and government official or authorized authorities in Indonesia or in other countries where based on agreements/ provisions, Creditor must subdue themselves, including but not limited to Bank Indonesia, OJK (Financial Services Authority), Police, Auditors, or other legal institutions as regulated by the applicable laws;
 - b. Every person or institution that is permitted and allowed to receive disclosure of Debtor information based on legal and legislation provisions;
 - c. Creditor Head office and other branch offices;
 - d. Creditor agents, lawyers, professional consultants, and Creditor service providers that are bound to the Creditor's confidentiality obligations.
 - e. Emergency contact or Debtor heir, in connection with the implementation of confirmation and collection of loan installment payment and/or in connection with the insolvency condition (including bankruptcy) related to the Debtor.
8. The power as mentioned above cannot be revoked for any reason as long as the Debtor still uses Digital KTA Credit Facility or without the approval of the Creditor. The power given by the Debtor releases all the rules contained in the law including Articles 1813, 1814, and 1816 Civil Code and all the rules that govern the basics and causes that cause a power of attorney end.

R. DEFAULT

1. When one or more things or events set below happens or occurs or arises, then it is an event of negligence/default for the Digital KTA Credit Facility Agreement, namely:
 - a. Debtor has been negligent or does not carry out an obligation or violate one or all of the provisions in the Digital KTA Credit Facility Agreement and Digital KTA Terms and Conditions;
 - b. Debtor is involved in criminal/civil cases or in a court process or listed in the black list of Bank Indonesia;
 - c. The Debtor dies, placed under the guardianship, in a state of stop paying debts, submitting bankruptcy requests in any form, submitting a postponement of payments;

- d. There are situations including changes in Debtor finance which according to the Creditor's opinion will be detrimental and affect the Debtor's ability to pay the loan;
 - e. Debtor no longer settled in Indonesia or in the Digital KTA Credit Facility coverage area, without prior notification of the Debtor's domicile changes to the Creditor;
 - f. One of the statements and guarantees made and or given by the Debtor to the Creditor based on the Digital KTA Credit Facility Agreement and/or Digital KTA Terms and Conditions, proven invalid and/or incorrect and/or incomplete.
 - g. Debtor cross default and negligence in other agreements with Creditor.
 - h. When the Debtor does not carry out an agreement made with the Creditor or other party, including regarding or related to loans/provisions of other financial facilities where the Debtor as the receiver of a loan/financial facility is demanded to do repayment of what is owed or must be paid by the Debtor in the agreement at once, before loan due date.
 - i. The Debtor is declared bankrupt, asking for a postponement of payment of debts (*surseance van betaling*) or because of any reasons therefore no longer entitled to take care of or control his wealth.
 - j. Other conditions that according to the opinion/consideration of the Creditor can affect the Debtor's payment/financial ability.
2. In the event of a default, without regard to a certain grace period and without having to do a notification, application, approval, decision or determination from any party, then:
- a. The Creditor's obligation to provide Digital KTA to the Debtor based on Digital KTA Credit Facility Agreement will end/stop immediately.
 - b. Creditor has the right to immediately carry out its rights and authority arising from or based on Digital KTA Credit Facility Agreement or other documents including asking for cash payments and/or debiting/deducting Debtor account registered in the Creditor at once, both at the Head office or Creditor' branch offices, both in the form of current accounts, as well as deposit accounts that have/not been due, or other accounts, both in the rupiah currency, or in other currencies amounting to the total amount of money owed by the Debtor to the Creditor.
 - c. The Creditor has the right to collect Digital KTA payment obligation to the billing address, namely all Debtor addresses given to the Creditor as stated in the Digital KTA application completed by the Debtor or as stated in the Creditor's notes and any changes to the Debtor submitted to the Creditor.

S. DEBTOR INFORMATION

1. Debtor's KYC

- a. In the case of a Digital KTA application by a prospective Debtor who does not yet have a SOL Application and an account at the Creditor, the prospective Debtor must first open an account, which can be done online through SOL Application or through the Creditor Branch Office in accordance with the procedures and conditions set by the Creditor.
- b. For online account opening, the Debtor is required to carry out the E-KYC process on the SOL Application as a form of Debtor identification. The Debtor must comply with the Terms and Conditions for opening an account on the SOL Application including those related to the E-KYC process. In the event that the Debtor fails the E-KYC process or online account opening, the Debtor cannot submit a Digital KTA application on the SOL Application.
- c. For opening an account through a Creditor's Branch, the Debtor can follow the procedures and conditions set by the Creditor including those related to the Debtor's KYC.

2. Electronic signature

Each electronic signature given by the Debtor during the loan application process on the SOL Application is valid and legally binding and can be used as legal evidence, as referred to in the applicable laws and regulations.

T. DATA SECURITY

1. Data usage

The Debtor gives approval and authority to the Creditor to:

- a. Store, manage, use data, information, and documents of the Debtor which are provided to Creditor in connection with Digital KTA loan application, including but not limited to verifying data, information, and documents to third parties who work with Creditor for the purpose of processing Digital KTA loan application, surveys, billing, document deliveries, and/or other actions needed in providing services to Debtor. Data, information, and documents that have been submitted by the Debtor to the Creditor in connection with the application for Digital KTA are fully owned by the Creditor even though the Digital KTA loan application is rejected by the Creditor.
- b. Use Debtor data in the Financial Information Service System (SLIK) and/or other service systems for the purpose and intention as stipulated in the applicable regulations.

- c. Carry out additional verification of the Debtor's data, information and documents through the facilities and media determined by the Creditor if deemed necessary; in connection with the approval process for Digital KTA loan application submitted by the Debtor to the Creditor.
- d. For the use of data, information and documents that require the approval of other parties, the Debtor states that the Debtor has obtained approval from any third party for the use of data, information and documents by the Creditor, and therefore release the Creditor from all responsibilities and demands, lawsuit, and/or claims from the Debtor or third parties that may arise in the future in connection with the use of data, information and documents as referred to as long as they are not caused by real and intentional errors or negligence of the Creditor.

2. Data update

The Debtor authorizes the Creditor and/or a party appointed by the Creditor to update the Debtor's data, information and/or documents stored in the system in the event of a change in the Debtor's data, information and/or documents.

3. Data confidentiality

- a. The Debtor must maintain the confidentiality of the User ID, Password, and M-OTP of the SOL Application, along with the OTP SMS from any party for any purpose, including to family members and Creditor employees.
- b. The Debtor is obliged to change the password immediately if there is suspicion that the password has been known by another person.
- c. The Debtor is fully responsible for all instructions carried out using the User ID, password, and M-OTP/ SMS OTP of the SOL Application. The Debtor releases the Creditor from all claims, lawsuits and/or other legal actions related to the implementation of the said instructions, as long as there is no real and intentional error and/or negligence of the Creditor.

U. LOAN CONVEYANCE

- 1. The Creditor has the right to transfer either all or part of its rights and/or obligations regarding Digital KTA given to the Debtor based on these Terms and Conditions to another third party.

2. The Debtor cannot transfer his rights and/or obligations of the Digital KTA to other parties except in the event that the Debtor dies, the obligations of the Debtor's Digital KTA will be transferred to the Debtor's Heirs.

V. DEBTOR COMPLAINT HANDLING

1. Debtor can submit complaints and/or objections to Creditor verbally or in writing through:
 - a. Call Center 1-500-881
 - b. Creditor Branch Office
2. Debtor complaints submitted verbally including those caused by the Debtor's lack of understanding of products and services can be handled by the Creditor officer receiving the complaint and/or followed up and resolved no later than 7 (seven) working days.
3. If the Creditor requires supporting documents for verbal complaints from the Debtor, the authorized Creditor Officer will request the supporting documents from the Debtor for further investigation, and the time for resolving the complaint will refer to the handling of the written complaint.
4. Debtor complaints submitted in writing through the Creditor Branch Office must be accompanied by photocopies of identity and other supporting documents as required by the Creditor, which will be followed up and resolved by the Creditor no later than 20 (twenty) working days after the date of receipt of the written complaint.
5. Creditor may extend the period for settlement of complaints under the following conditions:
 - a. There is a discrepancy between the information submitted by the Debtor in complaints and/or objections to the Creditor and the information recorded in the Creditor's system,
 - b. Complaints and/or refutations from Debtor require further investigation regarding the Creditor system, regulations/laws and regulations, information from third parties, and/or other matters beyond the Creditor's control.
6. The Creditor can reject the Debtor's complaint if there are several conditions as follows:
 - a. The Debtor does not complete the documents required or requested by the Creditor until the specified time in connection with the Debtor's complaint.
 - b. The Creditor has resolved the previous Debtor's complaint in accordance with the applicable rules and regulations;
 - c. Debtor complaints are not related to Digital KTA credit facilities or transactions related to Digital KTA;

- d. Debtor complaints are not related to material, reasonable and direct losses and/or potential losses as stipulated in these Terms and Conditions.
7. In the event that the Debtor refuses a response or objection from the Creditor, the Debtor may choose to settle the dispute through a court or out of court.

W. APPLICABLE LAWS AND DISPUTE SETTLEMENTS

Regarding these KTA Digital Terms and Conditions and all their consequences and implementation, the Debtor and Creditor agree to comply with the laws of the Republic of Indonesia. In the event of a dispute, the Debtor and Creditor agree to resolve it by deliberation. If the Debtor has objections to the settlement of complaints from the Creditor, the Debtor and/or the Debtor's representative may propose a settlement effort provided by the Financial Services Authority:

- a. Outside the court, it is conducted through Alternative Dispute Resolution Institutions listed in the List of Alternative Dispute Resolution Institutions determined by the Financial Services Authority; or
- b. Court route through the South Jakarta District Court in Jakarta or other relevant courts in the branch where the Digital KTA is granted.
- c. Submission of settlement efforts refers to the provisions of the applicable regulations including the provisions of the applicable laws and regulations.

X. FORCE MAJEURE

- 1. Creditor can suspend the use of any or all banking services related to Digital KTA as a result of force majeure, namely any condition caused by causes beyond the Creditor's control such as business conditions, computer damage, disruption of the communication system or sabotage, or for any other reason, including natural disasters, which have a broad impact causing Debtor data, banking services related to Digital KTA not available or access to data, banking services related to Digital KTA not being found or if the implementation of banking services related to Digital KTA will cause a violation of applicable laws and regulations.
- 2. Creditor will not be responsible for actions taken in order to comply with economic sanctions or comply with government regulations either in the form of laws or regulations or requests or decisions from governments, regulators or similar authorities, or agreements between Creditor and government authorities or between two or more government authorities (both laws and

regulations issued by domestic and foreign governments and, in this case the Creditor, branch offices, subsidiaries or other affiliates of the Creditor are not responsible).

Y. CORRESPONDENCY

1. Debtor can correspond/communicate with Creditor through the Call Center 1-500-881, or the nearest Creditor Branch Office.
2. The Creditor will send all information, notifications and/or other communications related to Digital KTA via the Debtor's telephone number and/or email registered in the Creditor's system. If the Debtor changes his telephone number and/or email, the Debtor must update the data immediately on the Creditor system through SOL Application or Creditor's Branch Office.
3. In the event that there is a change in the Debtor's telephone number and/or email information without notification and updating of data by the Debtor, the Creditor is not responsible for any information, notifications and/or communications that are not received by the Debtor due to that reason.
4. In the case of submitting information, notifications and/or other communications related to Digital KTA by Creditor via telephone or other electronic media, including but not limited to the process of submitting Digital KTA and resolving Debtor complaints, the Debtor agrees that the information submitted by the Creditor can be recorded by the Creditor and stored on a storage medium determined by the Creditor, which in turn can become valid and legally binding evidence for Digital KTA submissions, settlement of Debtor complaints, Debtor confirmations, or other instructions related to Digital KTA.

These terms and conditions are an integral part of the entire standard agreement, namely Digital KTA loan application in the SOL Application, Digital KTA Credit Facility Agreement and other information and requirements for Digital KTA, and have been adapted to the provisions of the applicable laws and regulations including provisions OJK.

PRIVY SERVICE TERMS AND CONDITION

You will use PT Privy Identitas Digital services including but not limited to electronic certificate issuance provided by PT Privy Identitas Digital.

PT Bank Shinhan Indonesia works with PT Privy Identitas Digital as a certified Electronic Signature Provider and Electronic Certification Authority, which is rooted at the Ministry of Communication and Informatics of the Republic of Indonesia under the brand name of Privy.

You acknowledge that you agree to register as Privy user to use PT Privy Identitas Digital services including but not limited to electronic certificate issuance by PT Privy Identitas Digital.

You grant the authority for PT Bank Shinhan Indonesia to pass your KTP, selfie, phone number and email address data as registration data to PT Privy Identitas Digital to fulfil the terms of Applicable Law, which is Government Regulation No. 71 of 2019 on the Organization of Electronic System and Transaction, and Ministry of Communication and Informatics Regulation No. 11 of 2018 on the Organization of Electronic Certification

You hereby acknowledge your agreement to be bound to the terms and conditions of Privy services provided in the following link: **[Privacy Policy](#)** and **[Terms of Use](#)**