
Website Terms & Conditions

Bank Mandiri (Europe) Limited is established at 4 Thomas More Square, London E1W 1YW which is its Registered Office. Bank Mandiri (Europe) Limited is regulated by the Financial Services Authority (FSA). Bank Mandiri (Europe) Limited is a Member of the Financial Ombudsman Scheme. Our procedures meet the standards set out in the FSA Rules. These are publicly available and can be viewed on the FSA's website www.fsa.gov.uk/handbook/ Should you wish to contact Bank Mandiri (Europe) Limited please refer to the Contact Us menu which can be found on each page of the site.

1. Please read the details set out below carefully before using this website. By accessing this website, you agree to be bound by the following terms and conditions and disclaimers.

2. References to 'you', 'your' and 'yours' are references to the person(s) accessing the website. References to 'we', 'us' and 'our' are references to Bank Mandiri (Europe) Limited.

3. References to the Bank Mandiri Group of Companies are references to PT. Bank Mandiri (Persero) Tbk., its subsidiaries and its associated companies.

Terms

4. These terms and conditions govern your use of and access to our website available under the domain and sub-domains at <http://www.bkmandiri.co.uk> (the "Site"). If you do not agree to be bound by these terms and conditions, you may not use or access our Site.

5. All our products and services and those of other members of the Bank Mandiri Group of Companies are subject to the terms and conditions of the applicable agreement governing their use. In the event of any conflict, the terms and conditions of the relevant products and services shall prevail over these Terms.

6. The information, material and content provided in the pages of the Site may be suspended, withdrawn or changed at any time without notice. Changes may be made to the terms and conditions at any time without notice by updating this posting. You agree to review the terms and conditions regularly and your continued access to or use of the Site will mean that you agree to any changes.

No offer

7. The object of our Site is to provide general information about us and our products and services. Neither the information, nor any opinion contained in our Site constitutes an offer to sell or solicitation or an offer to buy any securities or financial instruments or any advice or recommendation with respect to such securities or other financial instruments. Before making any decision or taking any action that might affect your personal finances or business, you should always consult a suitably qualified professional advisor.

Users

8. The Site is currently intended for those who access it from within the United Kingdom. We cannot guarantee that the Site or the information thereon complies or is appropriate for use in other places. People accessing the Site from outside the United Kingdom are required to inform themselves about and observe any relevant restrictions.

9. You undertake to make appropriate, correct and lawful use of the contents and services of the Site. Specifically your activities on our Site must not:

- (i) be false, inaccurate or misleading;
- (ii) be offensive or menacing, abusive, defamatory, or in breach of copyright, confidence, privacy or any other rights;
- (iii) infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;
- (iv) be fraudulent;
- (v) be in breach of any applicable laws or regulations;
- (vi) be obscene or indecent;
- (vii) create liability for us or cause us to lose (in whole or in part) the services of our ISP's or other suppliers;
- (viii) contain any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information;
- (ix) cause the Site to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Site is in any way impaired.

We reserve the right to adopt such measures as we deem appropriate to prevent any such conduct and activities.

10. You are wholly responsible for use of the Site by any person using your computer and you must ensure that any such person complies with these Terms.

Exclusion of Liability

11. We do not guarantee you the availability, access or continuity of connection to the Site or the supply of information offered through it. Your use of the Site is at your sole risk. As a result, we will not be held liable in the event of interruptions in the service, delays, malfunctions or, in general, for any inconvenience caused by the non-availability of the Site.

12. We are providing the Site on an “as is” basis and make no representations or warranties of any kind with respect to this Site or its contents and disclaim all such representations and warranties. In addition, we make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in the Site. The information contained in the Site may contain technical inaccuracies or typographical errors. All our liability howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

13. Neither we nor any of our directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this Site. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data income or profit, loss of or damage to property and claims of third parties.

14. Notwithstanding the foregoing none of the exclusions or limitations in clauses 11, 12 or 13 are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit our liability to you for death or personal injury resulting from our negligence or that of our employees or agents.

15. You agree to indemnify and hold us and (as applicable) our officers, directors, agents, employees and the Bank Mandiri Group of Companies harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these terms and conditions or your violation of any law or the rights of a third party.

Third party sites and warranties

16. Where we provide hypertext links to other locations on the Internet, such as the websites of the Bank Mandiri Group of Companies, we do so for information purposes only. We are not responsible for the content of any other websites or pages linked to or linking to the Site. We have not verified the content of any such websites. Following links to any other websites or pages shall be at your own risk and we shall not be responsible or liable for any damages or in other way in connection with linking.

17. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the Site.

Trade marks and copyright

18. All elements of the Site are subject to intellectual or industrial property rights. The content, source codes, form, design and name of the products, applications, pages, brands, commercial names, logotypes, images, sounds and graphics, including the copyright, belong to, or have been granted to, or are the object of a licence in our name. No permission is given by us in respect of the use of any of them and such use may constitute an infringement of the holder's rights.

19. Express authorisation will be required for websites that provide hyperlinks to pages of our Site. You understand that we do not control in any way the content of other websites.

Internet e-mail

20. Messages sent over the Internet cannot be guaranteed to be completely secure as they are subject to possible interception, monitoring, loss or alteration. We are not responsible for them and will not be liable to you or anyone else for any damages or otherwise in connection with any message sent by you to us or any message sent by us to you over the Internet.

Data protection

21. We may, as a result of your interaction with the Site, hold and process the personal information you provide. This will be entered onto our group database and will be used to provide the services requested, to evaluate the effectiveness of the Site and for statistical analysis. The information may also be used for fraud prevention, audit and debt collection purposes. If you give us false or inaccurate information and we suspect fraud, we will record this.

22. Relevant information may also be exchanged with members of the Bank Mandiri Group of Companies and others to provide you with services. We may use other members of the Bank Mandiri Group of Companies and/or third parties (in jurisdictions inside or outside the European Economic Area where there may be less stringent data protection laws) to

process information on our behalf. Wherever it is processed, your information will be protected by a strict code of secrecy and security and will only be used in accordance with our instructions.

23. Under data protection legislation, you can ask in writing for a copy of certain personal records we hold about you. We may make a charge for this service.

24. To help us to continually improve our service and in the interests of security, we may monitor and/or record your telephone calls with us.

Privacy Policy

25. You should read our privacy policy which is accessible through the home page of this Site.

Governing law

26. These terms and conditions are governed by and interpreted in accordance with the laws of England and Wales and the English courts will have non-exclusive jurisdiction in respect of any dispute which may arise in connection with them.

General

27. If any provision of these terms and conditions is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforceable.

28. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

29. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

30. These terms and conditions set forth the entire understanding and agreement between us with respect to its subject matter. No oral explanation or oral information given by any party shall alter the interpretation of this agreement.

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