

## General Terms and Conditions OCBC NISP Credit Card

### A. Definitions

#### 1. Definitions

In these Terms and Conditions, unless expressed otherwise in the context, the following terms shall have the following meaning:

“**Automated Teller Machine**” hereinafter referred to as “ATM” means a machine which can be used by the Cardholder to access banking services for 24 hours.

“**Bank**” means PT Bank OCBC NISP Tbk., a banking company registered and supervised by the Financial Services Authority, domiciled in South Jakarta and having its address at OCBC NISP Tower, Jalan Prof. Dr. Satrio Kav. 25 Jakarta 12940 including all of the bank’s branch offices in Indonesia.

“**Cash Advance Limit**” means the maximum limit for cash advance made at the Counter or ATM pursuant to the limit approved by the Bank, where such cash advance shall be subject to Administration Fee and Interest, calculated on a percentage basis of total cash advance or a certain minimum amount determined by the Bank.

“**Stamp Duty**” means the tax levied on documents under the provision of the applicable laws charged to the Cardholder for every payment made.

“**Administration Fee**” means fees charged by the Bank to the Cardholder with regards to the use of Credit Card.

“**Late Charge**” means fees charged to the Cardholder when he/she pays the bill after the Due Date.

“**Billing Statement**” means a notification to the Primary Cardholder which, among others, inform about Current Month’s Total Bill, total Minimum Payment and the Due Date for making payment within a particular Credit Card billing period.

“**Interest**” means the interest expense charged to the Cardholder if Current Month’s Billing Statement is not paid in full and/or if the payment is made after the Due Date.

“**Call Center**” means PT Bank OCBC NISP, Tbk. banking call service, or OCBC NISP Call Center which can be contacted at 1500999 or other numbers informed by the Bank from time to time.

“**Chip**” means the Cardholder’s data storage device attached to the Credit Card and used each time the Cardholder makes a transaction.

“**Fixed Installment**” means installment for loan and/or financing facility provided by the Bank through the imposition of Credit Card.

“**Counter**” means the Bank’s teller located at the headquarters and branches of the Bank throughout Indonesia along with other bank’s tellers, both inside and outside the country, having a cooperation with Visa International or MasterCard International networks.

“**Business Days**” are days than Saturday or Sunday or any official holidays, when the Bank is open to conduct business its activities (including transaction of Foreign Exchange and deposit in Foreign Currency) within the territory of the Republic of Indonesia.

“**Annual Fee**” means the fee for Credit Card use for a period of 1 (one) year, the amount of which shall be determined pursuant to the provisions applicable in the Bank and will be charged once in a year on the Billing Statement.

**"Billing Period"** means a period commencing on the Print Date of Bill and ending on the Due Date.

**"Credit Card"** means each credit card issued by the Bank on behalf of the Cardholder, either Primary Card or Supplementary Card, which serve as payment instrument in making transactions at all Trading Partners or for Cash Advance at all Counters or ATMs of the Bank (Primary Card only) or those having cooperation with the bank.

**"Supplementary Card"** means the card issued by the Bank for a person appointed by the Primary Cardholder, with a Combined Limit which constitutes the combined limit of the Primary Card, the use of which shall become the responsibility of the Primary Cardholder.

**"Primary Card"** means the card issued by the Bank for the Cardholder after filling out the application form and has fulfilled the requirements determined by the Bank and for which the Bank has assigned a Combined Limit which amount shall be determined by the Bank.

**"Combined Limit"** means a total maximum limit of loan provided by the Bank to the Cardholder which constitutes the combined credit limit of all Credit Cards issued by the Bank and owned by the Cardholder.

**"Trading Partner"** means a company which has a business license with Visa International or MasterCard International.

**"Outstanding Minimum Payment"** means a portion of the previous month's Minimum Payment remaining unpaid up until the date of the subsequent Billing Statement.

**"Minimum Payment"** means a minimum payment amount which must be made by the Cardholder no later than Due Date, in accordance with the amount as determined by the Bank or other amount indicated in Billing Statement, whichever higher. If the outstanding balance exceeds the credit limit, such excess shall also be added to the minimum amount which is about to become due.

**"Outstanding Payment"** means the amount outstanding resulted in the subsequent month when the Cardholder does not pay off the Current Month's Bill.

**"Supplementary Cardholder"** means the owner of Supplementary Card and having the same responsibility with the Primary Cardholder with regards to the use of his/her Supplementary Card and shall be subject to the terms determined by the Bank.

**"Primary Cardholder"** means the legal owner of the Primary Card issued by the Bank and having responsibility for the use of the Primary Card as well as the Supplementary Card and shall be subject to the terms determined by the Bank.

**"Cardholder"** means (i) legal user of Primary Card as well as the owner of the account, or (ii) legal user of Supplementary Card.

**"Cash Advance"** means cash withdrawal transaction in Rupiah or other currencies out of the Credit Card limit from the Counter or ATM.

**"Personal Identification Number"** hereinafter referred to as "PIN" means a secret code assigned for each Cardholder which can be used to access 24 hours banking services through ATMs such as Cash Advance and other payments.

**"Current Month's Bill"** means the amount of bill for Card Transactions and/or Cash Advance and/or Fixed Installment as well as other liabilities of the Cardholder as from the date of Card Transactions and/or Cash Advance and/or Fixed Installment up until the Print Date of Bill.

**"Print Date of Bill"** means the date on which the Billing Statement is printed.

**"Due Date"** means the deadline for payment as set forth on the Billing Statement.

**"Posting Date"** means the date on which Card Transaction made by the Cardholder is entered into the banking system (posting date).

**"Card Transaction"** means transaction of goods and/or services which payment is made by using the Credit Card.

**"Card Account"** means the (loan) account for the use of Credit Card, including Primary Card and Supplementary Card.

## **B. General Terms**

### **1. Personal Identification Number (PIN)**

All Card Transactions in Indonesia, whether retail or non-retail are required to use Credit Card PIN.

1. PIN can be used by the Cardholder to make Cash Advance, Card Transaction and Electricity, PLN, PAM, TV Subscription bill payment and the purchase of pre-paid credit for mobile phone at the ATM.
2. The Cardholder may request for OCBC NISP PIN through latest version of ONe Mobile Application or Send SMS from Cardholder's mobile phone number which has been registered in the Bank's Credit Card system which will directly receive a reply of PIN number which can be used immediately (more information [www.ocbcnisp.com/pin](http://www.ocbcnisp.com/pin)).

3. The SMS format for PIN request is:

OCBCNISP[space]SETPINCC[space]Last 4 Digit Credit Card#Date of Birth  
DDMMYYYY#Your 6 Digit PIN

For Example: OCBCNISP SETPINCC 1234#14121990#180825

4. Request SMS for PIN is sent to:  
**6477**
5. Cardholder must keeping the confidentiality of PIN by way of:
  - i. Changing the new PIN received from the Bank ATM
  - ii. Memorizing PIN
  - iii. Not writing down PIN on the Credit Card
  - iv. Not keeping the note of PIN in the same place with Credit Card
  - v. Not telling it to anyone.
6. Any consequences arising from negligence, carelessness or misuse of PIN shall entirely become the responsibility of and borne by the Cardholder.
7. The Implementation of a 6-digit PIN is conducted to comply with Bank Indonesia Regulations in accordance with the Aspects of the Security Standard of Card-Based Payment Instruments (APMK).
8. The Cardholder shall ensure that the mobile number registered in the Bank is up to date.

## **2. Issuance, Acceptance and Use of Credit Card**

1. The Credit Card shall be issued after the Cardholder has filled out and signed the Credit Card application form and fulfilled all requirements determined by the Bank.
2. Card Holders are required to sign a Credit Card when receiving a Credit Card from the Bank and the Card Holder is responsible for all risks arising from the misuse of the Credit Card that is not signed.
3. The Bank shall open a Card Account to charge the use of Credit Card which, among others, are in the form of purchase of goods and services, Cash Advance, fee(s) charged for Card Transactions and other liabilities of the Cardholder arising under these Terms and Conditions as the consequence of using the Credit Card. In terms of Card Account is terminated/closed , then the Card Holder required pay all liabilities owed for the full use of the Credit Card within the time determined by the Bank.
4. The Bank may issue Supplementary Card for a person appointed by the Primary Cardholder. Therefore, these Terms and Conditions shall also be applicable for Supplementary Cards. Primary Cardholder shall be bound by and liable for the use of Supplementary Card. The Supplementary Cardholder shall not be permitted to make Cash Advance.
5. Only Primary Cardholders shall be entitled to receive the Credit Card. In the event that the Cardholder is unavailable, the Bank shall deliver the Credit Card to a recipient who has been pre-determined by the Cardholder by providing the original power of attorney and identity card of the authorized.
6. Credit Cards can only be used by Cardholders and cannot be transferred or guaranteed for any reason and to anyone.
7. If the Cardholder wants to use a Credit Card at an ATM belonging to a Bank's ATM or others Bank that cooperates with the Mastercard or Visa network, the following terms and conditions apply:
  - a) Cardholders accept full responsibility for all transactions that occur due to the use of Credit Cards at ATMs that accept Credit Cards and authorize the Bank to debit the Card Account with the number of withdrawals or transfers made in accordance with the amount of Credit Card usage along with all costs incurred according to the provisions applicable to the Bank which can be seen through the communication media available at the Bank.
  - b) Bank records of transactions processed from the use of Credit Cards at ATMs are the final result and are binding unless they can be proven otherwise by the Card Holder in accordance with applicable law.
  - c) The Card Holder is responsible for loss or costs arising either directly or indirectly from the occurrence of a malfunction / damage to the Credit Card and other matters that cause the Credit Card to not be used or used by other parties whether knowledge or without the knowledge of the Card Holder.
8. For each Card Transaction, the Cardholder shall be obligated to sign the sales slip or the mail order coupon and must keep the original copy. Upon the written request of the Cardholder, the copy of sales slip may be provided in accordance with the policies applicable in the Bank at an additional cost the amount of which shall be determined by the Bank. The provision of such copy Slip may be made within a minimum period of 45 (forty-five) calendar days as from the receipt of request for such copy by the Bank. Cardholder's failure to sign the sales slip or mail order coupon shall not release the Cardholder from his/her obligations under these Terms and Conditions.

9. The Bank shall not be responsible for the rejection of Trading Partner to accept payment using Credit Card for the purchase of goods and/or services made by the Cardholder.
10. The Bank shall not be responsible for any dispute arising with regards to the purchase of goods/services by the Cardholder. Such dispute must be settled personally by the Cardholder and the Trading Partner and such dispute shall not cause the delay of payment of the Credit Card bill to the Bank.
11. The Cardholder may be protected by an insurance company cooperating with the Bank at the discretion of the Cardholder. The Bank shall charge the insurance premium to the Cardholder. The insurance claim shall entirely be the responsibility of the insurance company and the Cardholder shall release the Bank from any liabilities over such insurance claim. The Cardholder agrees that the Bank is a party appointed by the insurance company as the beneficiary of coverage money to be used to pay off all liabilities of the Cardholder to the Bank ("Banker's Clause"). In the event of remaining coverage money, the Bank shall deliver it to the Cardholder or to the Cardholder's heir.
12. In accordance with Bank Indonesia Regulations, the Cardholder is not permitted to use Credit Cards for cash withdrawal transactions at Trading Partners.
13. Credit Card is equipped with Secured 3D features for the convenience and security of online transactions. The Cardholder shall ensure that the mobile number used is in accordance with the number listed on the Bank system.
14. Contactless Features  
OCBC NISP Credit Card equipped with a contactless feature for convenience, security and speed of transactions. Important information for OCBC NISP Credit Card with Contactless feature/technology;
  - a. The Contactless feature is a card feature where Cardholders with the Contactless symbol can make transactions without having to insert the card into the EDC machine and without having to enter a PIN.
  - b. The Cardholder cannot turn off this feature.
  - c. Make sure for domestic transactions with transaction amount  $\leq$  Rp1,000,000 for using the Contactless feature without a Credit Card PIN, for transactions  $>$  Rp1,000,000 Cardholders are required to enter the Credit Card PIN. For overseas transaction limits using a Contactless card, it can be different according to the provisions in each country.
  - d. Contactless transactions without a PIN can only be made at certain Merchants who have a Contactless EDC machine and cannot be used for cash withdrawals (cash advance) or online transactions.
  - e. To make a Contactless transaction, the Cardholder must bring and tapping the card to the Contactless EDC machine
  - f. No additional fees will be charge to Cardholders who use the Contactless feature

### **3. Validity Period of the Credit Card**

1. The validity period of the Credit Card shall end on the last day of the month and year as printed on the Credit Card, unless cancellation is made by the Bank or the Cardholder requests for the closing of the Credit Card before the Credit Card expires.
2. If the Cardholder does not wish to renew the validity period of the Credit Card, the Cardholder must notify the Bank at least 1 (one) month before the expiry of the Credit Card and he/she shall be obligated to pay off the bill.
3. In the event that the validity period of the Credit Card has ended, the Bank shall send the renewed Credit Card which will automatically be effective after the Cardholder

activates it, however, the Bank reserves the right, at its own discretion, not to renew the validity period of such Credit Card.

#### **4. Combined Limit Credit Ceiling**

1. The Bank reserves the right to fully determine the Combined Limit given to the Cardholder.
2. The Cardholder may not make Card Transactions exceeding the Combined Limit unless otherwise determined in these Terms and Conditions.
3. In the event that the Cardholder has more than one Credit Card, if the Cardholder make Card Transaction or Cash Advance (for Primary Cardholder) or Fixed Installment on one of the Credit Cards, it shall deduct the remaining balance of the Combined Limit, hence the use of the other Credit Card may only be made without exceeding the remaining unused Combined Limit.
4. If the Cardholder uses the Credit Card which due to any reason exceeds the Combined Limit granted without the Bank's prior consent, the Cardholder shall be charged the over-limit fee which rate shall be pursuant to the provisions applicable in the Bank.
5. The Primary Cardholder may request for temporary or permanent increase of Combined Limit and the Bank reserves the right to approve or reject such request.
6. Without prejudice to other relevant articles provided for in these Terms and Conditions, the Bank, at its own discretion and from time to time, may increase the Combined Limit granted upon reasonable assessment by the Bank of the Card Account which will be notified by the Bank to the Cardholder from time to time.
7. The Bank's willingness to provide limit for the Cardholder:
  - i. May be unconditionally cancelled at any time by the Bank, or
  - ii. May be automatically cancelled by the Bank if the Cardholder's condition deteriorates to classifications of sub-standard, doubtful or bad based on the provision of Bank Indonesia.
8. In connection with Combined Limit, the Bank may require Cardholders to submit the copy / softcopy of the latest income data (SPT / bank statement for the last 3 months / latest salary slip) and also the recent Tax Identification Number (NPWP) data.

#### **5. Credit Card Transaction**

1. The Cardholder is fully responsible for all Card Transactions including if the Credit Card that has been given by the Bank to the Cardholder is lost or misused by anyone due to any reason whatsoever.
2. The amount of all Card Transactions shall be charged to the Card Account in rupiah currency. Card Transactions in a currency other than rupiah, shall be debited to the Card Account upon conversion into rupiah at the exchange rate applicable in the Bank from time to time.
3. The Bank's record or administration shall be valid and binding evidence towards the Cardholder with regards to the existence and amount of liabilities of the Cardholder which are outstanding and payable by the Cardholder to the Bank.
4. In terms of any transaction, information, statement, approval, authorization and delivery of all Cardholder's information/data submitted by the Cardholders digitally /

electronically or through electronic communication ("Electronic Information Submission") to the Bank, thus all Electronic Information Submission shall be accounted by the Cardholder.

The Cardholder agrees that every Electronic Information Submission including copies, micro films or the records and the other similar of Electronic Information Delivery made and / or stored by the Bank constitute valid evidence and have the same legal power as the original or as appropriate the information is made in writing in a physical document.

5. In the event that the Card Holder conducts payment / withdrawal transactions in foreign currency / foreign currency using a Credit Card, then if according to the applicable regulations additional documents are required, the Card Holder must submit additional documents / other information if requested by the Bank
6. All risks and penalties arising, including but not limited to all claims, losses, and any obligations related to the negligence or delay of the Card Holder in submitting additional documents / information to the Bank as referred to in article 5 above, are entirely the risks / responsibilities of the Holder Card.
7. All transactions in foreign currencies / foreign currencies will be converted into Rupiah according to the exchange rates that apply to the Bank from the date of posting of the transaction.

#### **6. Fees and Interests**

1. The Cardholder shall agree to pay the following fees:
  - i. Annual Fee for Primary Card and Supplementary Card;
  - ii. Administration Fee;
  - iii. Fees incurred from the Card Account and/or Credit Card used and fees incurred as outlined in these Terms and Conditions.
2. The Cardholder shall agree to pay the Interest to be charged upon the following conditions:
  - i. Cash Advance, where the rate of the Interest to be charged shall be based on the percentage to be determined by the Bank and notified to the Cardholder from time to time calculated as from the posting date of the Cash Advance to the Card Account until such amount is paid off;
  - ii. The Cardholder is unable to pay the Bank the Current Month's Bill by the Due Date, then the amount remaining unpaid shall incur Interest which shall be calculated of the average daily balance in the Billing Period. In the event that there is Outstanding Payment in the Current Month's Bill, all subsequent transactions shall be charged Interest calculated as from the posting date on the Card Account. This Interest shall be debited on the last day of the Billing Period.
3. If the Cardholder does not make the Minimum Payment by the Due Date, a Late Charge shall be charged to the Cardholder for such delay with a rate determined by the Bank and notified to the Cardholder from time to time.
4. If a standing instruction, cheque, giro, or other payments from the Cardholder fails to be disbursed to pay the Current Month's Bill, the Cardholder shall be subject to Late Charge and Interest in accordance with the provision applicable in the Bank.

5. Details of Interest and other fees applicable to the Credit Card and its use can be obtained by the Cardholder upon request to the Bank.
6. The Bank shall not charge Interest to the Cardholder if the Current Month's Bill is paid in full by no later than the Due Date and the funds is received in effect by the Bank prior to the Due Date.
7. Fees and interests as stated in these Terms and Conditions are stipulated in a separate document(s) which is an integral and inseparable part of these Terms and Conditions.
8. The Bank reserves the right to change the interest rate, penalty and the amount of fees imposed on Credit Card in the future, with notice to the Cardholder through media deemed good by the Bank with due regard to the applicable laws and regulation.

## **7. Bill Payment**

1. The Cardholder shall assume full responsibility over the use and bill payment of the Credit Card issued by the Bank.
2. Bank will issue and send the Billing Statement on the monthly basis by post or other media (if requested by Primary Card Holder and approved by the Bank) to the Primary Card Holder's address as recorded in the Bank administration system.
3. Primary Cardholders are required to make payments before the Due Date, based on the following conditions:
  - a. Minimum payment for the month must be paid in full.
  - b. Full payment for the total Month Bill is permitted, unless otherwise stipulated by the Bank.
  - c. If payment is made after the Due Date or if the payment amount is less than the Minimum Payment, Bank will charge the Administration and Interest Fees as applicable.
  - d. If payment occurs, it will be used to pay the bills in the following order: (i) Fees and Fines; (ii) Principal Value of Transaction; and (iii) Interest. Each payment excess (after settling the aforementioned items) shall be displayed as credit balance in Card Account.
4. All amounts owed by the Card Holder to the Bank will still be billed and become the responsibility of the Card Holder and / or guarantor, guarantor and heirs, in the event that the Cardholder concerned is borne, guaranteed, insolvent, bankrupt, in custody or dies, with due regard to the applicable legal provisions.
5. The Card Holder knows and agrees that all bills and payments are made in Rupiah. The Cardholder also agrees that for cash expenditures and / or retrieval in foreign currencies, the exchange rate that is accepted to Card Holders is the exchange rate determined by Visa International / MasterCard International / other Principals and the prevailing exchange rate at Bank.
6. In terms that the Credit Card account is terminated / closed, then the Primary Card Holder must pay all the liabilities owed for the full and timely use of the Credit Card facility as determined by Bank.
7. The bill payment made by the Cardholder over the Cardholder's liability to the Bank shall be valid if the Bank has effectively received such payment funds.
8. Bill payment made using the Bank's or other banks' clearing account letters shall be credited to the Card Account if the funds have been received effectively by the Bank. All costs in relation to such clearing account letter shall be calculated as deductibles



of the total bill payment. In the event of rejection of such clearing account letter deposit, the Cardholder shall be subject to Administration Fees for such rejection pursuant to the provision applicable in the Bank.

9. The Cardholder may perform payment instruction of Credit Card bill through debiting Cardholder's account at Bank. In the event of changes in such instruction, the Cardholder shall be obligated to notify such changes to the Bank by no later than 7 (seven) calendar days prior to the Payment Due Date.
10. If the Cardholder has not paid the Current Month's Bill by the Due Date or underpays the Minimum Payment, the following sanction will be imposed against the Cardholder:
  - i. Late Charge with a rate to be determined by the Bank and notified to the Cardholder from time to time.
  - ii. Card shall be blocked and unusable for transactions for a period determined by the Bank, unless payment has been made,
  - iii. The Combined Limit might be decreased upon continuation of delay of payment.
11. Every loan/financing facility at the Bank will be reported through the Financial Information Service System (SLIK) and/or other service systems that having similar aims and objectives as defined by applicable law.
12. In the event that the Cardholder is declared bankrupt by the court or passed away, the entire liabilities of the Cardholder shall become due and such liabilities shall be immediately payable in full by the Cardholder (if bankrupt) or by the heirs of the Cardholder (if passed away).
13. Without prejudice to the Bank's rights as provided for in these Terms and Conditions, if the Cardholder is unable to make payment to the Bank, either in part or in whole, of the amount outstanding in the Cardholder's Card Account, the Cardholder shall agree and hereby authorize the Bank to disburse and debit the funds placed in the current / savings / time deposit accounts and / or other accounts owned by the Cardholder at the Bank and to set-off the amount outstanding including fees incurred therefrom including the Bank's right to take full payment for collateral incurred from the credit facility and financial facility of the Cardholder to the Bank. The Cardholder hereby authorizes the Bank to debit such savings accounts and/or take full payment for collaterals of credit facilities and financial facilities of the Cardholder at the Bank in the amount outstanding including fees incurred therefrom.

## **8. Duty Stamp**

The Cardholder shall be charged duty stamp for each Billing Statement the amount of which shall be determined in accordance with the applicable laws and regulations.

## **9. Billing Statement**

1. Every month the Bank will issue and send a Billing Sheet through post or other media if requested by the Primary Card Holder and approved by the Bank to the address of the Primary Card Holder recorded in the Bank's administrative system, according to the Cardholder's choice.
2. In terms of a loss experienced by the Card Holder, among others, the mistake of recording transactions, unknown transactions, calculation of Interest or Administrative Costs and / or Fines in the Billing Statement, the Card Holder can contact the Call Center to file an objection and / or request for correction of transactions. elimination of Interest or Administrative Fees and / or Fines imposed on Credit Cards, no later than 14 (fourteen) calendar days after the Print Date of Bill. Before the decision regarding the objection or deletion, the Cardholder must make payments to the Bank

in accordance with the bills stated in the Billing Statement before the Due Date, but if an error or objection can be received by the Bank, the Bank will credit the funds to the Card Account in the amount of the value of the error or objection. The Bank has the rights to approve or reject the objection request from the Cardholder within 42 (forty-two) Business Days from the submission of such request, in accordance with prevailing regulations.

3. The Card Holder required keep the copy of proof of payment for the purchase of goods/services and the copy of Cash Advance proof for reconciliation of calculation on the transaction details.
4. The Primary Card Holder has the right to request printing of the Billing Sheet that has been previously sent by the Bank to the Primary Card Holder, within 3 months from the date of Billing Statement will be reprinted and with the Administrasi Fee imposed.

#### **10. Lost/Stolen and Misuse of Credit Card**

1. Cardholders are responsible and able to keep the Credit Card properly and safely. In the event of loss/theft, and/or misuse of Credit Card:
  - i. The Cardholder shall be obligated to report such Credit Card loss/theft, and/or misuse to the Bank through Call Center as soon as such Credit Card loss/theft, and/or misuse is discovered.
  - ii. In the event of Credit Card misuse, the Cardholder shall be obligated to provide a statement which describes such Credit Card misuse, the statement of which must have been received by the Bank by no later than 3 (three) calendar days as from the Bank's receipt of the report on such misuse through the phone as intended in Article 10.1 (ii).
  - iii. The Bank shall block the Cardholder's Credit Card which was reported to be lost/stolen, and/or misused.
  - iv. The Bank shall not be responsible for all Card Transactions occurring prior to the reporting of such Credit Card loss/theft, and/or misuse, if Bank has not received a report on this matter verbally or in writing from the Cardholder. The Cardholder hereby expressly release the right to sue Bank for any losses that may arise.
  - v. If the Cardholder recovers his/her Credit Card, the Cardholder shall no longer be able to use the same. The Cardholder shall be obligated to immediately cut off/destroy such Credit Card.
2. The Cardholder may request the Bank to replace the lost/stolen/misused Credit Card, however the Bank reserves the right to, at its own discretion, refrain from issuing replacement Credit Card for the lost/stolen/misused Credit Card.
3. In the event that the Bank agrees to replace the lost/stolen/misused Credit Card, the Cardholder must pay the fee of Credit Card replacement, the amount of which shall be determined by the Bank. These Terms and Conditions and the amendments thereto shall also be applicable to the replacement Credit Card.

#### **11. Suspension, Cancellation and Termination of Credit Card**

1. The Cardholder may terminate the Cardholder's rights to use the Credit Card at any time upon written notice to the Bank or verbally through Call Center.
2. In the event that due to any reason whatsoever, the Cardholder is unable to perform these Terms and Conditions, including if the Cardholder misused the Credit Card in

any way, the Bank at any time without prior written notice shall be entitled to suspend, cancel or terminate the Cardholder's rights to use the Credit Card and ask the Cardholder to pay off all the outstanding amount.

3. The Credit Card shall remain the Bank's property at all times.
4. In the event of suspension, cancellation and termination of the Cardholder's rights, all unpaid amount incurred from the use of the Credit Card shall become due and payable to the Bank.
5. In the event that the Cardholder does not perform his/her obligations to make payments as provided for in these Terms and Conditions, the Bank reserves the right to take the following actions:
  - i. Refuse any transaction made by the Cardholder; and/or
  - ii. Cancel all Credit Cards issued by the Bank on behalf of the Cardholder; and/or
  - iii. Requesting the Primary Cardholder to immediately pay all outstanding debts to his account even though they haven't yet due; and/or
  - iv. summon the Cardholder through the mass media such as newspaper, magazine, and the like and/or
  - v. file a petition for bankruptcy against the Cardholder through a Commercial Court and/or
  - vi. request payment through a third party and/or other ways deemed appropriate by the Bank.
6. The Bank reserves the right to close / terminate the Credit Card with notification, if according to the data recorded on the Bank system in the last 24 (twenty four) months there is no shopping transaction, or Cash Taking from the ATM, or payment on the Credit Card.
7. The Cardholder shall be responsible for the recovery of all fees, costs and expenses incurred by the Bank for the actions as mentioned in point 5 above including legal service fees in full.
8. If required in the context of compliance with applicable laws and regulations, Bank may terminate all Credit Cards own by the Cardholders. The Bank also has the right to terminate the Credit Card based on information that according to the Bank's considerations can materially affect the financial condition of the Cardholder or other conditions. The Bank shall give written notification at the latest 60 (sixty) calendar days.
9. Bank has the right to block Credit Cards at any time in the case of Cardholders:
  - a. breaks these Terms and Conditions and/or applicable Bank provisions;
  - b. indicated to be involved in criminal cases and/or suspicious transactions and/or cash swipes at the Trading Partners;
  - c. declared to be under guardianship, in the event of Delaying Obligations of Debt Payment (PKPU) and/or bankruptcy;
  - d. his assets were confiscated;
  - e. dies so that the obligations must be settled by the heirs;
  - f. stating terminating and/or closing the Credit Card;
  - g. provide information, data, or documents that are incorrect, invalid or fake;
  - h. has reported loss/damage to the Credit Card orally or in writing to Bank and Bank can receive the report;
  - i. Bank must fulfill the order of an authorized government agency or institution; or
  - j. Meeting Bank 's internal policies.

10 The Cardholder and the Bank agree that for the termination of the Cardholder's rights under these Terms and Conditions, Article 1266 of the Indonesian Civil Code shall be waived and therefore prior court decision shall be unnecessary.

## **12. Collectibility Status**

1. "Current" Collectibility: Conditions for Credit Card bills paid in amounts that comply or exceed the minimum bill amount on time or before the Due Date.
2. "Special Attention" Collectibility: The condition of Credit Card bills has not been paid between 1-90 calendar days after the Due Date.
3. "Substandard" Collectibility: The condition of Credit Card bills still unpaid between 91-120 calendar days after the Due Date.
4. "Doubtful" Collectibility: The condition of Credit Card bills remains unpaid between 121-180 calendar days after the Due Date or Bank at any time finds an indication that the Primary Card Holder does not have good intention to make Credit Card payments.
5. "Loss" Collectibility: The condition of Credit Card bills remains unpaid more than 180 calendar days after the Due Date, or Bank at any time finds an indication that the Primary Card Holder does not have good intention to make Credit Card payments.

If the Credit Card is in collectability status 2 to 4 above, Bank will: 1) Charge Administration and Interest Fees; 2) Make billing collection efforts to the Primary Card Holder; 3) Blocking the Credit Card; 4) Collect all outstanding Credit Card bills, which have not been billed and / or have not been paid in full.

In an effort to make billing collection to the Primary Card Holder, the Primary Card Holder agrees that the Bank reserves to use third party services outside the Bank.

## **C. Facilities**

### **1. Cash Advance (Platinum & Titanium)**

1. The Primary Cardholder and the Supplementary Cardholder (with different PINs) may make Cash Advance by using the Credit Card at the Bank's Counter or the ATMs of the Bank/Bank's company group/Bank's company group association members/members of Visa/MasterCard Bank / other ATMs as informed from time to time to the Cardholder, provided that:
  - i. The Cardholder shall assume full responsibility for all transactions incurred using the Credit Card at the Counter and/or ATM.
  - ii. For the Cash Advance as intended in paragraph (1) of this Article, the Cardholder shall authorize the Bank to debit the Card Account in the amount of the withdrawal made by using the Credit Card.
  - iii. The Cardholder may not make any Cash Advance exceeding the Cash Advance Limit.
  - iv. The Bank shall not be liable for the loss, malfunction, damage of the Credit Card and/or ATM machine, temporary insufficiency of funds in the ATM machine, and the like.
  - v. Each Cash Advance shall be subject to Administration Fee and Interest, the amount of which shall be determined pursuant to the provision applicable in the Bank.

### **2. Payment of Monthly Bill(s)**

1. For each registration for bill(s) payment facility (telephone, electricity, mobile phone, credit card, insurance, etc.) by the Cardholder with the Bank, the Cardholder hereby authorizes the Bank to perform such bill(s) payment in the amount of the bill payable by the Cardholder. Such authorization shall be continuously effective until the Cardholder pays off all liabilities of the Cardholders which remain outstanding to the Bank.
2. The Bank shall not be liable for the termination of telephone connection/electricity/mobile phone/credit card/insurance, and the like or other risks as the consequence of failure in this automatic monthly bill(s) payment for the reason that the Bank has not received the amount of bill payable and/or other consequences beyond the Bank's control.
3. For each automatic bill payment transaction under this article, the Cardholder shall be charged fees pursuant to the provision applicable in the Bank.
4. If the Cardholder intends to stop this automatic bill(s) payment facility, the Cardholder must notify the Bank in writing informing the commencement date of the termination and it shall be delivered at least 7 (seven) business days prior to the commencement of the relevant bill(s) payment period.

### **3. Correction of Recording Transactions, Interest, Fees, and Late Payment Fines**

In terms of a loss incurred by the Credit Card Holder, it is mentioned such as among other things the mistake of recording transactions (including routine payments such as PLN, PAM, Telkom and other bill payments), unknown transactions, interest calculation or Administrative Fees and / or penalties inside Credit Card Billing Sheet, Card Holders can contact 24-hour Call OCBC NISP Services at 1500-999 to submit objections and / or requests for transaction correction, interest cancellation or Administrative Fees and / or fines imposed on OCBC NISP Credit Cards, no later than 14 (fourteen) calendar days after the billing print date. Prior to the decision regarding the objection or deletion, the Cardholder must make a Payment to the Bank in accordance with the bill stated in the transaction details before the due date, but if an error or objection can be received by the Bank, the Bank will credit the funds to the Card Account in the amount of value of the error or objection.

The Bank has the rights to approve or reject the objection request from the Cardholder within 42 (forty-two) Business Days from the submission of such request, in accordance with prevailing regulations.

## **D. Miscellaneous**

### **1. Credit Balance Refund**

Card Holder's credit balance can be refund by Card Holder or Bank initiative.

- a) If there is a credit balance, the Bank will return the credit balance to the Cardholder's account in the Bank or if it doesn't have a bank account, then the agreed savings account in another bank.
- b) Card accounts are not products designed / planned / intended to save funds in the presence of credit balances or overpayments. The Card Holder may not intentionally make a payment which results in the Card Account being in the account status with a credit balance or overpayment. If the Bank receives a payment that exceeds the amount to be paid in the Card Account or in a condition where the Card Account is accidentally placed on the credit status (for example, if there is a refund for a transaction after the Cardholder has paid off the balance in the Card Account), then the Bank will notify the Cardholder and return the credit balance or overpayment. The time limit for repayment and the amount of credit balance or overpayment must be returned in accordance with applicable legal and regulatory provisions.

## **2. Cross Default**

The Cardholder shall agree that the breach of the Cardholder's obligation under these Terms and Conditions (including but not limited to being in arrears in paying the liabilities of the Cardholder) shall also constitute a breach of the agreement of the granting of facility entered into by and between the Bank and the Cardholder and vice versa.

## **3. Transfer of Right to Bill**

The Bank has the right at any time to transfer to any third party all of the Bank's rights relating to the Credit Card bill by giving written notification in advance to the Card Holder.

## **4. Credit Card Feature**

The Bank has the right to change all and / or any features contained in the Credit Card. These changes can occur at any time, in accordance with the Bank's policies which will be reviewed from time to time with prior written notification to the Cardholder.

## **5. Credit Card Reward Feature**

The Bank has the right to refuse exchange of reward points and / or mileage and / or cash back in case that the Card Holder infringes these Terms and Conditions or the Card Holder has terminated / closed the Credit Card in question or is following a risk mitigation program or payment settlement program or other similar program.

## **6. Confidentiality**

1. The Cardholder hereby states and irrevocably gives consent and authorizes the Bank and its officers to disclose at any time, any or all information and specific matters concerning the Cardholder to:
  - i. A party which bound itself to an agreement with the Bank including the appointed agents and third parties or is directly or indirectly related under such agreement to the Bank anywhere;
  - ii. Auditors, professional advisers including the Bank's legal adviser and other related parties of the Bank;
  - iii. The police and public officials conducting investigation in relation to a breach including alleged breach/money laundering;
  - iv. Service providers used by the Bank (including administrative services or other services) provided that such party shall be obligated to keep the confidentiality of related data;
  - v. Each receiver appointed by the court or at the Bank's request;
  - vi. Each person permitted or allowed to receive disclosure under the provision of the law and regulations;
  - vii. Each representative and official of the government or competent authorities in Indonesia or (other countries to which under an agreement/provision the Bank shall be subject).
  - viii. Other credit card issuing institutions or information management centers organized by the Financial Services Authority or other similar credit bureaus. In this regard, the information management center held by the Financial Services Authority or other similar credit bureaus can find out information about personal data, transactions, and collectability status of Cardholders.

ix. The Bank head office, a branch of a Foreign Bank, a subsidiary of a Bank, an affiliate of a Bank or an institution authorized/has authority over a Bank both in Indonesia and abroad insofar as it does not conflict with the applicable legal and regulatory provisions.

2. The Bank shall use appropriate principle of prudence to ensure that information concerning the Cardholder, including but not limited to the account, transactions, authorized person of the Cardholder be treated as confidential.

#### **7. Cardholder's Instruction**

1. The Cardholder agrees that the Bank reserves the full right to perform the instructions given by the Cardholder via telephone, e-mail or other instruments which the Bank believes as instructions coming from the Cardholder through the Bank's method of identifying.
2. The Bank upon its considerations, reserves the right not to perform the received instruction, whether via telephone, email or other instruments, without the obligation to explain the reason thereof although the Cardholder has provided the proof of identification required by the Bank from the Cardholder.
3. The Cardholder understands, admit and receives any transactions and all consequences arising from any instructions and communications made by among others, but not limited by telephone, email or other instruments used by the Bank. That the Bank shall not be liable for actions taken by the Bank in good faith, over such instruction given by the Cardholder through telephone or other instruments. The Bank shall not be entitled to verify the identity of the party giving such instruction save for by the method of identifying required by the Bank.

#### **8. Recording**

- (i). The Cardholder admitted that the Bank may monitor and record any and all electronic communications, among others by telephone, email or other instrument between the Bank and the Cardholder. The Cardholder agrees and authorizes the recording and monitoring of such electronic communications.
- (ii). Any instruction or communication by telephone, email or other instrument between the Bank and the Cardholder is valid evidence and binding the Cardholder without being followed by the original submission of documents, except for certain instructions or communications requiring documents or letters under the terms of applicable shall be delivered in its original form and/or wet signature. The Cardholder agrees to waive Article 1888 of the Indonesian Civil Code.

#### **9. Approval of Product Offerings and Banking Services.**

- (i) The Cardholder hereby gives approval and authority to the Bank to use and/or utilize any data, information and explanation related to the Cardholder, obtained and/or owned by the Bank including transaction data and information, collectibility status (if any) and personal communication of the Cardholder, for any purpose to the extent possible and permitted by applicable laws and regulations, including authorizing the Bank to make notification, information, offers or marketing the Bank's products and/or Bank's services or other third party's product and/or services in cooperation with the Bank or other matters that having similar purpose and objectives to the Cardholder's personal communication with due regard to the applicable laws and regulation. In the event that the Card Holder is no longer agree to get the Bank's product / services or other third party's product /services in cooperation with the Bank, then the Cardholder may contact the Call Center to submit the exception request from the above provisions.
- (ii) For the use of third party data, information and explanation submitted by the Cardholder to the Bank, the Cardholder states that the Cardholder has the consent of

any third party for the use of such data, information and explanation, and therefore the Bank is exempt from any claim, suit and/or responsibility of any kind whether from the Cardholder or any third party arising in the future in connection with the use of such data, information and explanation which has obtained written approval by the Bank.

## **10. Taxes**

- a. The Cardholder agrees to comply with tax regulation(s) applicable in the country where the Cardholder stays/resides and shall be liable for all taxes, customs, expenses and withholdings required by the law or customary banking practice (along with all relevant penalties, interests, and expenses) with regards to a transaction or the Cardholder's Card Account.
- b. In case that the Card Holder is not a resident of the United States, the Card Holder must declare and guarantee that the Cardholder is not a resident of the United States based on the United States tax definition for US income tax purposes, and the Cardholder does not act to represent the United States. The Card Holder acknowledges that false statements or misinterpretations of tax status by the United States can result in infringements under the United States Law.
- c. If there is a change in the citizenship status of the Card Holder to be a citizen of the United States or a resident of the United States both now and in the future, then the Card Holder must submit the matter to the Bank within 30 (thirty) calendar days from the change in status.
- d. Related with changes to the citizenship status in point b above, then the Cardholder agrees that the Bank has the right to take all actions and matters deemed necessary, including but not limited to the refusal of any instructions given by the Card Holder to purchase investment products, liquidation of assets affected and / or transfers from the Cardholder's account to other alternative accounts. As such, the Cardholder agrees to bear all costs and expenses incurred by the Bank for these needs.

## **11. Objection and Complaint**

1. The Cardholders may submit the objection and/or complaints to the Bank verbally or in writing.
2. If objection and/or complaints are made verbally, then the Cardholder may contact Call Center .
3. If the objection and/or complaints is made in writing, the objection and/or complaints shall be accompanied by a copy of identity and other supporting documents as required by the Bank.
4. The Cardholders may also file the objection and/or complaints through the Bank's website at [www.ocbcnisp.com](http://www.ocbcnisp.com) or come to the nearest Bank branch.
5. In In the event that the Cardholder file the objection and/or complaints verbally, then the Bank will settle within 5 (five) Business Days. However, if the verbal objection and/or complaints is not resolved within the time limit, the Bank will ask the Cardholder or his authorized proxy to submit his supporting documents.



6. In the event that the Cardholder file a written objection and/or complaints, the Bank will settle it no later than 20 (twenty) Business Days after the date of receipt of the written complaint.
7. In the event that the Cardholder rejects the response of a objection and/or complaints from the Bank, then the Cardholder may elect a dispute resolution through court or outside the court.

#### **12. The Consent to Provide Information**

The Cardholder hereby consents that the Bank may offer banking products and/or services to the Cardholder, on the day and hour deemed appropriate by the Bank, through the Cardholder's personal means of communication, among others, but not limited to telephone, mobile phone, e-mail or other communication means of the Cardholder registered with the Bank.

#### **13. Granting of Power**

1. All powers granted by the Cardholder to the Bank pursuant to these Terms and Conditions:
  - i. shall be irrevocable;
  - ii. shall permit full right of substitution;
  - iii. shall permit full statement of the Cardholder, anywhere and to anyone, in all events and actions in relation to matters relating to this power.
2. The granting of power in these Terms and Conditions shall constitute an important and inseparable part of these Terms and Conditions, which shall not be approved without such authorization. The Cardholder shall agree that the power granted by the Cardholder under these Terms and Conditions shall not be revoked or terminated during existing business relationship between the Cardholder and the Bank or due to any reason whatsoever, including but not limited to the statements in Articles 1813, 1814 and 1816 of the Indonesian Civil Code.
3. If the Cardholder plans to leave Indonesia for more than 30 (thirty) calendar days, the Cardholder agrees and if necessary gives written authorization to an appointed representative in Indonesia, to settle the account and bill on the Credit Card in the name of and / or who becomes responsibility of the Cardholder.

#### **14. Waiver of Rights**

The Bank's failure or delay in exercising or effecting its rights or options pursuant to these Terms and Conditions shall not constitute waiver of rights or cancellation, decrease or deduction of the Bank's right to take actions or to exercise its rights against the Cardholder or cause the Bank to be liable for loss or damage incurred.

#### **15. Severability**

In the event that one or more provision of these Terms and Conditions is declared invalid, illegal or unenforceable in relation to the applicable laws, the validity, legality or enforceability of other provisions of these Terms and Conditions shall not be affected or impaired thereby.

#### **16. Waiver**

For the purpose of the termination of these Terms and Conditions, the Bank and the Cardholder hereby waive the provisions of Article 1266 of the Indonesian Civil Code.

**17. Amendment**

The Bank reserves the right to amend, add or omit the provisions of these Terms and Conditions, with prior notice to the Cardholder through media deemed good by the Bank with due regard to the applicable laws and regulation.

**18. Notice And Data Updating**

1. All correspondences or notices required to be delivered by each party to other party concerning or in relation to these Terms and Conditions shall be through registered mail, courier, e-mail, facsimile or telex to the mailing address provided by each party to the other party. Each notice and/or communication shall be deemed received or delivered:
  - a. If directly delivered through a courier or forwarding agent on the day of receipt; and/or
  - b. If delivered through registered mail 7 (seven) calendar days as from the delivery date; and/or
  - c. If delivered through telex or facsimile, on the day of delivery (upon the recipient's confirmation); and/or
  - d. If delivered via e-mail at the time when the receipt confirmation has been received.
2. In the event of changes of address, each party shall be obligated to inform the other party in writing.
3. In the event that there is a change in the address and / or data of the Cardholder, without prior notice to the Bank, the Bank is not responsible if the correspondence or notification sent by the Bank is not received by the Card Holder. Therefore, if there is a change, the Cardholder must always update the data and notify the Bank.
4. In the event that notification and / or communication be delivered via telephone or Call Center, the Cardholder agrees that the Bank will record the conversation.
5. The Cardholder may notify and / or communicate through the media of his choice and be responsible for any losses, costs and expenses incurred due to any reason related to the communication carried out.
6. In order to improve the security of the Cardholder's transaction, the Bank will send a notification of certain transactions made by the Card Holder.
7. The Card Holder agrees that at any time the Bank may submit information in the form of features and / or other benefits in connection with the OCBC NISP Credit Card through notification and / or communication.
8. The Bank and Cardholder agree to consider the notification and / or communication as valid evidence.
9. The Bank has the right to contact and/or disclose information and request information from third parties recorded on the internal system of Bank and/or other third parties acting on behalf of the Card Holder or acting as guarantor of the Card Holder and/or social media channels and/or other official information sources to fulfill the obligations of Bank in updating Card Holder data in accordance with applicable legal and regulatory provisions. The Card Holder agrees that the address of the Card Holder recorded in the Bank administration system and/or obtained by Bank through the implementation of the Cardholder's data update above will then become the Cardholder's billing address ("Billing Address"). In the event that there is a Credit Card bill that is due but the Card Holder has not made a Payment, then Bank has the right to use the Billing Address to collect and/or other Communication interests.

**19. Applicable Legal Domicile**

1. These Terms and Conditions shall be subject to and governed by the laws of the Republic of Indonesia.
2. In the event of legal issues between the Cardholder and the Bank arising from and/or in relation to these Terms and Conditions, the Bank and the Cardholder agree to choose a permanent and general legal domicile at the Clerk's Office of the District Court determined by the Bank.

**20. Language**

These Terms and Conditions are made in the Indonesian and English versions. Both of these Language versions have the same legal force, but the Bank and Cardholder agree that if there are differences in terms and conditions in these Terms and Conditions, the Indonesian language version will apply.

- 21.** Brochures, forms, and all other documents related to Credit Card constitute an integral and inseparable part of these Terms and Conditions and the Card Holder agrees to be bound by such documents.
- 22.** By accept and use the Credit Card by the Cardholder, then the Cardholder agrees and bound by these Terms and Conditions and other terms and conditions issued by the Bank in connection with the Credit Card.
- 23.** These Terms and Conditions have been in accordance with the provisions of laws and regulations including the provisions of the Financial Services Authority.

For more information regarding these Terms and Conditions, the Cardholders may contact Bank at 1500999.

PT Bank OCBC NISP, Tbk registered and supervised by *Otoritas Jasa Keuangan (OJK)*.