

OCBC Credit Card General Terms and Conditions

Effective as of September 2024

A. Definitions 1. Definitions

In this Terms and Conditions, unless otherwise stated in the context, the following terms shall have the following meanings:

"**Automated Teller Machine**" hereinafter referred to as "ATM" is a machine that can be used by 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 registered office at OCBC Tower, Jalan Prof. Dr. Satrio Kav. 25 Jakarta 12940 including all bank branch offices located in Indonesia.

"**Cash Withdrawal Limit**" means the maximum limit of cash withdrawal at the Counter or ATM in accordance with the limit approved by the Bank, where the cash withdrawal is subject to Administration Fee and Interest calculated based on the percentage of the withdrawal amount or at least a certain amount determined by the Bank.

"**Stamp Duty**" means a tax imposed on documents based on the applicable statutory provisions charged to the Cardholder for each payment made.

"Administration Fee" means fees that will be charged by the Bank to the Cardholder in connection with the use of the Credit Card.

"Late Charge" means a fee charged to the Cardholders if they pay their bill past the Due Date.

"Billing Statement" means a notification to the Primary Cardholder which, among others, states the current Month's Bill amount, Minimum Payment amount and Due Date for making payments in a Credit Card billing period.

"Interest" means a fee that will be charged to the Cardholder if the Bill of the Month is not paid in full and/or if payment is made after the Due Date.

"Tanya OCBC" means a telephone banking service of PT Bank OCBC NISP, Tbk that can be contacted through telephone number 1500-999 or other numbers notified by the Bank from time to time.

"**Chip**" means a Cardholder data storage device that is attached to the Credit Card and is used when the Cardholder makes a transaction.

"Fixed Installments" means installments for loan and/or financing facilities provided by the Bank through Credit Card charges.

"**Counter**" means the Bank's teller located at the Bank's head office and branches throughout Indonesia as well as other bank tellers, both onshore and offshore, which have cooperation with the International Visa or International MasterCard network.

"**Business Day**" means a day, other than Saturday or Sunday or legal holiday, on which the Bank is open for business (including foreign exchange



transactions and deposits in foreign currency) in the territory of the Republic of Indonesia.

"**Annual Fee**" means a fee for using the Credit Card for a period of 1 (one) year, the amount of which is in accordance with the applicable provisions at the Bank, and will be billed once a year in the Billing Statement.

"**Billing Period**" means the period from the Bill Print Date to the Due Date.

"**Credit Card**" means any credit card issued by the Bank on behalf of the Cardholder, both the Primary Card and Supplementary Card, which functions as a means of payment in transactions at all Trading Partners or Cash Withdrawal at the Bank's Counter or ATM (specifically for the Primary Card) or in collaboration with the Bank.

"**Supplementary Card**" means a card issued by the Bank to a person appointed by the Primary Cardholder, with a Combined Limit which is a combination of the Primary Card where its use is the responsibility of the Primary Cardholder.

"**Primary Card**" means a card issued by the Bank to the Cardholder after filling out the application form and has fulfilled the conditions determined by the Bank and has been given a Combined Limit whose amount is determined by the Bank.

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

"Trading Partner" means a company licensed to do business with Visa International or MasterCard International.

"**Outstanding Minimum Payment**" means the portion of the previous month's Minimum Payment that has not been paid by the date of printing of the next month's Billing Statement.

"Minimum Payment" means the minimum payment amount that must be made by the Cardholder no later than the Due Date, according to the amount set by the Bank or other value as stated on the Billing Statement, whichever is greater. If the outstanding balance exceeds the credit limit, then the excess will also be added to the minimum payment due.

"Overdue Payment" is when the Cardholder does not pay off the Bill of the Month so that it becomes overdue in the following month.

"**Supplementary Cardholder**" means the owner of the Supplementary Card and has the same responsibility as the Primary Cardholder for the use of their Supplementary Card and is subject to the conditions determined by the Bank.

"**Primary Cardholder**" means the legal owner of the Primary Card issued by the Bank and has responsibility for the use of the Primary Card and Supplementary Card and is subject to the conditions determined by the Bank.



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

"Cash Withdrawal" means a cash withdrawal transaction in the form of rupiah or foreign currency from the Credit Card limit at the Counter or ATM.

"**Personal Identification Number**" hereinafter referred to as "PIN" is a secret code given to each Cardholder that can be used to access 24-hour banking services through ATMs such as Cash Withdrawal and other payments.

"**Bill of the Month**" means the total amount due for Card Transaction and/or Cash Withdrawal and/or Fixed Installments and other obligations of the Cardholder calculated from the date of Card Transaction and/or Cash Withdrawal and/or Fixed Installments up to the Bill Print Date.

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

"**Due Date**" means the payment due date as stated in the Billing Statement.

"Bookkeeping Date" means the date on which the Card Transaction made by the Cardholder has been entered into the banking system (posting date).

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

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

"**Electronic Signature**" means a signature made by an electronic signature organizer that is certified and registered with the Ministry of Communication and Information Technology in accordance with the provisions of Law No. 11 of 2008 concerning Electronic Information and Transactions and Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions and its implementing regulations and amendments.

"Electronic Approval" means an evidence of approval of the Credit Card application contained in the Credit Card application form electronically/digitally, in the form of a tickmark or other method that states approval of the Credit Card application.

"**Notification Letter of Credit Card Bill Arrears**" means a letter sent by the Bank to the Credit Card holder in connection with the unsettled Credit Card billing obligations.

B. General Terms

1. Personal Identification Number (PIN)

All Card Transactions in Indonesia, both retail and non-retail must use a Credit Card PIN, specifically contactless Credit Cards are still required to use a PIN for transactions of more than IDR1,000,000.-



1.	In terms of the verification and authentication process of Credit
	Card transactions, starting 1 July 2020 Cardholder is required to
	use a PIN (Personal Identification Number) for transactions at EDC
	machines in Indonesia, specifically contactless Credit Card is still
	required to use a PIN for transactions of more than
	IDR1,000,000

- PIN can be used by Cardholder to make Cash Withdrawal, Card Transaction and payment transaction for Electricity bills, PLN, PAM, TV subscription and purchase of pre-paid mobile phone vouchers at ATM.
- 3. Cardholder may apply for a PIN via SMS from the Cardholder's cellphone number registered in the Bank's Credit Card system and will immediately receive a reply in the form of a PIN number that can be used immediately.

The format of a PIN request SMS is as follows: OCBC(space)CCPIN(space)Last 4 digits of family card number# Date of Birth(DDMMYYYY). Example = OCBC CCPIN 1234#14121990.

SMS PIN request sent to: 86477

4. Cardholder may also change their PIN through the One Mobile App.

Steps to change Credit Card PIN through the One Mobile:

- 1. Log in with your User ID and Password
- 2. Click "Settings"
- 3. Click "Card Settings"
- 4. Click "Credit Card" menu and select the card
- 5. Click "Change PIN"
- 6. Set your PIN and re-confirm
- 7. PIN is successfully created.
- 5. Cardholder must maintain the confidentiality of the PIN by:
 - 1. Change the PIN you just received at the Bank's ATM
 - 2. Memorize the PIN
 - 3. Not writing down the PIN on the Credit Card
 - 4. Do not put the PIN record together with the place where the Credit Card is kept
 - 5. Not telling anyone else.
- 6. All consequences arising from negligence, carelessness or misuse of the PIN will be the sole responsibility and burden of the Cardholder.
- 7. The implementation of the 6-digit PIN is carried out to comply with the Regulation of the Central Bank of Indonesia in accordance with the Security Standard Aspects of Payment Instruments Using Card (APMK).
- 8. Cardholder is required to ensure that the mobile phone number registered with the Bank is the most recent.



2. Issuance, Acceptance and Use of Credit Card

- 1. Credit Card is issued after the prospective Cardholder fills out and signs the Credit Card application, either in the form of a wet signature or an electronic signature, or after the prospective Cardholder provides Electronic Consent, and after fulfilling all terms and conditions regulated by the Bank.
- 2. Bank will verify the truth and suitability of: 1) data provided by prospective Cardholder and 2) Credit Card application made by prospective Cardholder.
- 3. Cardholder must sign the Credit Card when receiving the Credit Card from the Bank and the Cardholder is responsible for all risks arising from the misuse of Credit Cards that are not signed.
- 4. Bank will open a Card Account to charge the use of the Credit Card which includes the purchase of goods and services, Cash Withdrawal, fees charged for Card Transaction and other obligations of the Cardholder arising under this Terms and Conditions as a result of using the Credit Card. In the event that the Card Account is terminated/closed, the Cardholder is obliged to pay all obligations owed for the use of the Credit Card in full within the time determined by the Bank.
- 5. Bank may issue a Supplementary Card to a person appointed by the Primary Cardholder. For this reason, this Terms and Conditions also apply to Supplementary Card. The Primary Cardholder is bound and responsible for the use of the Supplementary Card. The Supplementary Card are not permitted to make Cash Withdrawal.
- 6. Only the Primary Cardholder is entitled to receive the Credit Card. In the event that the Cardholder is absent, Bank will give the Credit Card to the recipient who has been previously determined by the Cardholder by providing the original power of attorney and the identity of the recipient of the power of attorney.
- 7. Credit Card can only be used by the Cardholder and cannot be transferred or guaranteed for any reason and to anyone.
- 8. If the Cardholder wishes to use the Credit Card at the Bank's ATM or other banks' ATM that cooperate with the Mastercard or Visa network, the following terms and conditions apply:
 - a. Cardholder accepts full responsibility for all transactions that occur due to the use of the Credit Card at ATM that accept Credit Card and authorizes the Bank to debit the Card Account with the amount of withdrawal or transfer made in accordance with the amount of Credit Card usage along with all fees incurred in accordance with the applicable provisions of the Bank which can be seen through communication media available at the Bank.
 - b. Bank records of transactions processed from the use of Credit Card at ATM are final and binding unless proven



otherwise by the Cardholder in accordance with applicable law.

- c. Cardholder is responsible for any loss or damage arising directly or indirectly from the occurrence of a malfunction/damage to the Credit Card and other matters that cause the Credit Card to be unable to be used or used by other parties either with or without the knowledge of the Cardholder.
- 9. On each Card Transaction, the Cardholder must sign the sales slip or mail order coupon and must keep a copy. Upon written request from the Cardholder, a copy of the sales slip can be provided in accordance with the Bank's prevailing policy with an additional fee determined by the Bank. Providing a copy of the slip can be done within a minimum period of 45 (forty-five) calendar days from the receipt of the copy request letter received by the Bank. Failure of the Cardholder to sign the sales slip or mail order coupon will not release the Cardholder from their obligations under this Terms and Conditions.
- 10. Bank is not responsible for the Trading Partner's refusal to accept payment by Credit Card for the purchase of goods and/or services made by the Cardholder.
- 11. Bank is not responsible for any disputes arising from the Cardholder's purchase of goods/services. The dispute must be resolved by the Cardholder and the Trading Partner and the dispute does not cause a delay in the payment of the Credit Card bill to the Bank.
- 12. Cardholder may be covered by insurance in cooperation with the Bank based on the Cardholder's choice. Bank will charge the insurance premium fee to the Cardholder. Insurance claims are entirely the responsibility of the insurance company and the Cardholder releases the Bank from any responsibility for the insurance claim. The Cardholder agrees that the Bank is the party appointed by the insurance as the recipient of the sum insured which will be used to settle all obligations of the Cardholder to the Bank ("Banker's Clause"). If there is any remaining sum insured, the Bank will hand it over to the Cardholder or the Cardholder's inheritors.
- 13. In accordance with the regulation of the Central Bank of Indonesia, the Cardholder is not allowed to use Credit Card for Cash Withdrawal transactions at Trading Partner.
- 14. Credit Card is equipped with a 3D Secured feature for the convenience and security of online transactions. Cardholder must ensure that the cellphone number used is in accordance with the number registered in the Bank's system.

3. Credit Card Validity Period

1. The validity period of the Credit Card will expire on the last day of the month and year as stated on the Credit Card, unless there is



a cancellation by the Bank or a request from the Cardholder to close the Credit Card before the Credit Card period expires.

- If the Cardholder does not want to extend the validity period of the Credit Card, the Cardholder must notify the Bank at the latest 1 (one) month before the Credit Card validity period ends and is required to pay off all bills.
- 3. In the event that the validity period of the Credit Card has expired, Bank will send the renewal Credit Card which will take effect automatically after the Cardholder has activated it first, but Bank reserves the right due to its considerations not to extend the validity period of the Credit Card.

4. Combined Credit Limit

- 1. Bank reserves the right to determine the Combined Limit given to the Cardholder.
- 2. Cardholder may not make Card Transactions exceeding the Combined Limit unless otherwise specified in this Terms and Conditions.
- 3. In the event that the Cardholder has more than one Credit Card, then if the Cardholder makes a Card Transaction or Cash Withdrawal (for Primary Cardholder) or Fixed Installments on one of the Credit Cards, it will reduce the remaining balance on the Combined Limit, so that the use of other Credit Cards can only be made up to the remaining unused Combined Limit.
- 4. If Cardholder uses the Credit Card for any reason exceeding the Combined Limit that has been given without prior approval from the Bank, the Cardholder will be charged an over limit fee, the amount of which is in accordance with the applicable provisions at the Bank.
- 5. Primary Cardholder can apply for a temporary or permanent Combined Limit increase and the Bank reserves the right to approve or reject the request for a Combined Limit increase.
- 6. Without prejudice to other relevant articles set out in this Terms and Conditions, the Bank at its sole discretion and from time to time may increase or decrease the Combined Limit granted based on the Bank's reasonable assessment of the Cardholder which will be notified by the Bank to the Cardholder from time to time.
- 7. The Bank's willingness to provide the Cardholder's limit:
 - i. May be unconditionally canceled at any time by the Bank, or
 - Automatically canceled by the Bank if the Cardholder's condition declines to substandard, doubtful or bad debt based on the regulation of the Central Bank of Indonesia.



8. In connection with the Combined Limit, the Bank requires the Cardholder to submit a photocopy/softcopy of the latest income data (latest 3 months tax return/cash statement/ or latest salary slip) and also the latest Taxpayer Identification Number (NPWP) data.

5. Credit Card Transaction

- 1. Cardholder is fully responsible for all Card Transactions made including if the Credit Card that has been given by the Bank to the Cardholder is lost or misused by anyone for any reason.
- 2. The amount of all Card Transactions will be charged to the Card Account in rupiah. Card Transactions in currencies other than rupiah, will be debited to the Card Account after being converted into rupiah at the exchange rate prevailing at the Bank from time to time.
- 3. The Bank's records or administration constitute valid and binding evidence for the Cardholder regarding the existence and amount of the Cardholder's obligations that are owed and must be paid by the Cardholder to the Bank.
- 4. In the event that there are transactions, information, statements, approvals, granting of power/authority and submission of all Cardholder information/data submitted by the Cardholder digitally/electronically or through electronic communication facilities ("Electronic Submission") to the Bank, all Electronic Submission of Information must be accounted for by the Cardholder.

Cardholder agrees that every Electronic Information Submission including copies, micro-films or recordings and other similar forms of Electronic Information Submission made and/or stored by the Bank is valid evidence(s) and has the same legal force as the original or as if the information was made in writing in a physical document.

- 5. In the event that the Cardholder conducts payment/withdrawal transactions in foreign currency/foreign exchange using a Credit Card, then if according to applicable regulations additional documents are required, the Cardholder 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 liabilities of any kind in connection with the negligence or delay of the Cardholder in submitting additional documents/information to the Bank as referred to in point 5 above, are entirely the risk/responsibility of the Cardholder.
- 7. All transactions in foreign currencies/foreign currencies will be converted into Rupiah in accordance with the prevailing exchange rate at the Bank as of the transaction posting date.

6. Credit Card Transaction Summary



Cardholder may apply for a Credit Card transaction summary through Tanya OCBC which at least includes transaction information on the Billing Statement for the current year (calculated from the month the Credit Card became effective). The Credit Card transaction summary will be processed by the Bank within 3 (three) Business Days since the Bank receives the application from the Cardholder.

7. Fees and Interest

- 1. Cardholder agrees to pay the following fees:
 - i. Annual Fee for Primary Card and Supplementary Card;
 - ii. Administration Fee;
 - iii. Fees arising from the Card Account and/or Credit Card used and fees incurred as described in this Terms and Conditions.
- 2. Cardholder agrees to pay the Interest that will be charged under the following conditions:
 - Cash Withdrawal, where the amount of Interest charged is based on the percentage that will be determined by the Bank and notified to the Cardholder from time to time calculated from the date the Cash Withdrawal is booked on the Card Account until the amount is repaid;
 - ii. If the Cardholder fails to pay to the Bill of the Month by the Due Date, the unpaid balance will incur Interest calculated on the average daily balance during the Billing Period. In the event of an Overdue Payment of the Bill of the Month, all new transactions thereafter will be charged Interest from the date of booking on the Card Account. This interest will be debited on the last date of the Billing Period.
- 3. If a standing instruction, cheque, giro, or other payment from the Cardholder cannot be disbursed to pay the Bill of the Month, the Cardholder will be charged a Late Charge and Interest in accordance with the applicable provisions of the Bank.
- 4. Details of Interest and other fees applicable to the Credit Card and its usage can be obtained by the Cardholder upon request to the Bank.
- 5. Bank will not charge Interest to the Cardholder if the Bill of the Month is paid in full by the Due Date and the funds have been effectively received by the Bank before the Due Date.
- 6. The amount of fees and interest as referred to in this Terms and Conditions is regulated in a separate document which is an integral part of this Terms and Conditions.
- 7. Bank reserves the right to change the interest rate, fines and the amount of fees applied to the Credit Card at any time in the future, with notification to the Cardholder through the media deemed good by the Bank while still taking into account the provisions of the law.



8. Bill Payment

- 1. Cardholder is fully responsible for the use and payment of Credit Card bill issued by the Bank.
- 2. Every month the Bank will issue and send a Billing Statement by post or other media (if requested by the Primary Cardholder and approved by the Bank) to the Primary Cardholder's address recorded in the Bank's administrative system.
- 3. Primary Cardholder is 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. Payment in full of the total of Bill of the Month is permitted, unless otherwise specified by the Bank.
 - c. If payment is made after the Due Date or if the payment amount is less than the Minimum Payment, the Bank will charge a Late Charge and applicable Interest.
 - d. Bill payments will be used to settle bills in the following order: (i) fees and penalties; (ii) principal amount of the transaction; and (iii) Interest. Any overpayment (after settling the above) will be shown as a credit balance on the Card Account.
 - e. Bank will send a Notification Letter of Credit Card Bill Arrears if the Cardholder fails to fulfill payment obligations for Credit Card bills.
- 4. All amounts owed by the Cardholder to the Bank will still be billed and become the responsibility of the Cardholder and/or the insurer, guarantor and their inheritors, in the event that the Cardholder concerned is covered, guaranteed, falls bankrupt, insolvent, under guardianship or passes away, with due observance of the applicable laws and regulations.
- 5. Cardholder acknowledges and agrees that all charges and payments are made in Rupiah. Cardholder also agrees that for purchases and/or Cash Withdrawal in foreign currencies, the exchange rate charged to the Cardholder is the exchange rate determined by Visa International/MasterCard International /other principals and the exchange rate prevailing at the Bank.
- 6. In the event that the Credit Card account is terminated/closed, the Primary Cardholder is obliged to pay all outstanding obligations for the use of the Credit Card facility in full and on time as determined by the Bank.
- 7. Bill payments made by the Cardholder for the Cardholder's obligations to the Bank are valid if the Bank has effectively received the payment funds.
- 8. Bill payments made using Bank or other bank drafts will be credited to the Card Account when the funds have been effectively received by the Bank. All fees related to the draft will be calculated as a deduction from the bill payment amount. If there is a rejection of the script deposit, the Cardholder will be charged an



Administration Fee for the rejection in accordance with the applicable provisions of the Bank.

- 9. Cardholder may instruct the payment of Credit Card bills through debiting the Cardholder's account at the Bank. In the event that there is a change to the instruction, the Cardholder must notify the Bank of the change no later than 7 (seven) calendar days before the Due Date.
- 10. If payment is made after the Due Date or underpayment of the Minimum Payment, the Cardholder will be subject to the following sanctions:
 - i. Late Charge with an amount determined by the Bank and notified to the Cardholder from time to time.
 - ii. Credit Card will be blocked and cannot be used to make transactions within the period determined by the Bank unless payment has been made,
 - iii. The Combined Limit may be lowered if the arrears continue.
- 11. Each loan/financing facility at the Bank will be reported through the Financial Information Service System (SLIK) and/or other service systems that have similar purposes and objectives as stipulated by applicable regulations.
- 12. If the Cardholder is declared bankrupt by the court or passes away, all obligations of the Cardholder become due and such obligations must be paid immediately and in full by the Cardholder (if bankrupt) or by the inheritors of the Cardholder (if deceased).
- 13. Without prejudice to the Bank's rights as specified in this Terms and Conditions, if the Cardholder fails to pay to the Bank, either partially or in full the amount owed on the Cardholder's Card Account, the Cardholder agrees and hereby authorizes the Bank to disburse and debit the funds placed in the Cardholder's current account/savings account/term deposit and/or in the Cardholder's other accounts at the Bank and to set-off the amount owed including the fees arising therefrom including the Bank's right to take repayment against collateral arising from the Cardholder's credit facilities and financial facilities with the Bank. Cardholder hereby authorizes the Bank to debit the aforementioned deposit accounts and/or take repayment against guarantees for the Cardholder's credit facilities and financial facilities with the Bank in the amount of the outstanding amount including fees arising therefrom.

9. Stamp Duty

Cardholder will be charged a stamp duty for each Billing Statement, the amount of which is determined in accordance with the applicable laws and regulations.

10. Billing Statement

1. Bank will monthly issue and send the Billing Statement by post or other media if requested by the Primary Cardholder and approved



by the Bank to the Primary Cardholder's address recorded in the Bank's administrative system, in accordance with the Cardholder's choice.

- 2. In the event of losses incurred by the Cardholder, including errors in recording transactions, unidentified transactions, calculation of Interest or Administration Fees and/or penalties in the Billing Statement, the Cardholder may contact Tanya OCBC to submit objections and/or requests for correction of transactions, elimination of Interest or Administration Fees and/or penalties imposed on the Credit Card, no later than 14 (fourteen) calendar days after the Bill Print Date. Prior to the decision on the objection or removal, the Cardholder is obliged to make payment to the Bank in accordance with the invoice stated in the Billing Statement before the Due Date, but if the error or objection is acceptable to the Bank then the Bank will credit the funds to the Card Account in the amount of the error or objection. Bank has the right to approve or reject the application/submission or reject the Cardholder's application/objection within 42 (forty-two) business days from the submission of the application/objection, in accordance with the applicable provisions.
- 3. Cardholder is required to keep a copy of proof of payment for the purchase of goods/services and a copy of proof of Cash Withdrawal for the purpose of matching the calculations contained in the transaction details.
- 4. Primary Cardholder has the right to request to print the Billing Statement that has previously been sent by the Bank to the Primary Cardholder within 3 (three) months from the date of the Billing Statement, which will be reprinted and with the imposition of an Administration Fee.

11. Lost/Stolen Credit Card and Misuse of Credit Card

- 1. Cardholder is responsible and undertakes to keep the Credit Card properly and securely. In the event of loss/theft, and/or misuse of the Credit Card, then:
 - i. Cardholder is required to report to the Bank regarding the loss/theft, and/or misuse of the Credit Card through Tanya OCBC as soon as the loss/theft, and/or misuse of the Credit Card is known.
 - ii. In the event of misuse of the Credit Card, Cardholder is obliged to provide a statement letter regarding the misuse of the Credit Card which must be received by the Bank no later than 3 (three) calendar days as of the reporting of misuse by telephone as referred to in article 11.1 (i) is received by the Bank.
 - iii. After receiving the report, Bank will block the Cardholder's Credit Card that is reported lost/stolen, and/or misused.
 - iv. Bank is not responsible for all Card Transactions that occur prior to verbal or written reporting of the loss/theft, and/or misuse of the Credit Card and, the



Cardholder hereby expressly waives the right to sue the Bank for any losses that may arise.

- V. If the Cardholder finds the Credit Card again, the Cardholder cannot use the Credit Card anymore. Cardholder must immediately cut/destroy the Credit Card.
- 2. Cardholder may request the Bank to replace the lost/stolen/misused Credit Card, but the Bank reserves the right at its own discretion not to issue a replacement 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 a Credit Card replacement fee, the amount of which is determined by the Bank. This Terms and Conditions and its amendments also apply to the replacement Credit Card.

12. Temporary Freeze, Cancellation and Termination of Credit Card

- 1. Cardholder may terminate the Cardholder's right to use the Credit Card at any time by written notice to the Bank or verbally through Tanya OCBC. Bank will process the Credit Card termination request within 5 Business Days since the Bank receives the notification from the Cardholder.
- 2. If for any reason the Cardholder fails to comply with this Terms and Conditions including if the Cardholder misuses the Credit Card in any way, the Bank may at any time without prior written notice, reserve the right to temporarily freeze, cancel or terminate the Cardholder's right to use the Credit Card and require the Cardholder to repay all outstanding amounts.
- 3. Credit Card remains the property of the Bank at all times.
- 4. In the event of a temporary freeze, cancellation and termination of Cardholder rights, all unpaid amounts arising from the use of the Credit Card become due and payable to the Bank.
- 5. In the event that the Cardholder does not fulfill their obligation to make payments as stipulated in this Terms and Conditions, Bank has the right to take the following actions:
 - i. Reject 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. Request the Primary Cardholder to immediately pay the entire balance owed on their account even though it is not yet due; and/or
 - iv. Calling Cardholders through mass media such as newspapers, magazines, and so on; and/or
 - v. file a bankruptcy petition against the Cardholder through the Commercial Court; and/or
 - vi. Request payment through third parties and/or by other means deemed appropriate by the Bank.



- Bank has the right to close/terminate the Credit Card with notice, if according to the data recorded in the Bank's system in the last 24 (twenty-four) months there are no spending transactions, or Cash Withdrawal from ATM, or payments on the Credit Card.
- 7. Cardholder is responsible for reimbursing all costs, fees and expenses incurred by the Bank for the actions as mentioned in point 5 above including full legal fees (if any).
- 8. If required in order to comply with applicable laws and regulations, Bank may terminate all Credit Cards owned by Cardholder. Bank also reserves the right to terminate the Credit Card based on information that in the Bank's judgment may materially affect the Cardholder's financial condition or other circumstances. Bank will provide written notice no later than 60 (sixty) calendar days in advance.
- 9. Bank reserves the right at any time to block the Credit Card in the event:
 - Cardholder violates this Terms and Conditions and/or the Bank's applicable regulations;
 - Cardholder is indicated to be involved in criminal cases and/or suspicious transactions and/or perform cash swiping at Trading Partners;
 - Cardholder is declared to be under guardianship, in a state of Suspension of Debt Payment Obligation (PKPU) and/or bankruptcy;
 - d. Cardholders have their wealth confiscated;
 - e. Cardholder passes away and the obligations must be settled by their inheritors;
 - f. Cardholder declares to terminate and/or close the Credit Card;
 - g. Cardholder provides information, data, or documents that are untrue invalid or false;
 - Cardholder has reported the loss/damage of the Credit Card verbally or in writing to the Bank and the Bank may accept the report;
 - i. Bank must comply with the orders of authorized government or judicial agencies or institutions; or
 - j. To implement the Bank's internal policies.
- 10. Cardholder and Bank agree that the termination of the Cardholder's rights under this Terms and Conditions waives Article 1266 of the Civil Code so that no prior court decision is required.

13. Collectibility Status

- "Current" Collectibility: Credit Card billing conditions that are paid in an amount that meets or exceeds the minimum billing amount on time or before the Due Date.
- 2. Collectibility "Under Special Attention": The condition of Credit Card bills not being paid between 1-90 calendar days after the Due Date.



- "Substandard" Collectability: Credit Card billing conditions remain unpaid between 91-120 calendar days after the Due Date has passed.
- 4. "Doubtful" ollectability: Conditions where the Credit Card bill remains unpaid between 121-180 calendar days after the Due Date has passed or the Bank at any time finds indications that the Primary Cardholder does not have good faith to make Credit Card payments.
- 5. "Bad" ollectability: The condition where the Credit Card bill remains unpaid for more than 180 calendar days after the Due Date has passed, or the Bank at any time finds indications that the Primary Cardholder does not have good faith to make Credit Card payments.

If the Credit Card is in collectibility status 2 to 4 above, Bank will: 1) Charge Administration Fee and Interest; 2) Make collection efforts to the Primary Cardholder; 3) Block the Credit Card; 4) Collect all Credit Card bills that are overdue, uncollected and/or unpaid in full.

In an effort to collect the Primary Cardholder, Primary Cardholder agrees that the Bank has the right to use the services of a third party outside the Bank if the credit quality of the Primaty Cardholder is included in the "Bad" quality.

C. Facility

1. Cash Withdrawal

- Primary Cardholder and Supplementary Cardholder (with different PIN) may make Cash Withdrawal using Credit Card at Bank Counter or ATM owned by the Bank/group of Bank companies/associate members of Bank groups/associate members of Bank groups/ Visa/MasterCard/other ATMs as notified from time to time to the Cardholder, with the following conditions:
 - i. Cardholder is fully responsible for all transactions that occur using the Credit Card at the Counter and/or ATM.
 - ii. For Cash Withdrawal as referred to in paragraph (1) of this Article, the Cardholder authorizes the Bank to debit the Card Account in the amount of the withdrawal made using the Credit Card.
 - iii. Cardholder may not make Cash Withdrawals exceeding the Cash Withdrawal Limit.
 - iv. Bank is not responsible for any loss, malfunction, damage to the Credit Card and/or ATM machine, temporary insufficiency of funds in the ATM machine and so on.
 - v. Each Cash Withdrawal will be subject to Administration Fee and Interest in accordance with the applicable provisions in the Bank.

2. Monthly Bill(s) Payment

 For each registration of bill(s) payment facility (telephone, electricity, mobile phone, credit card, insurance, etc.) by the Cardholder to the Bank, the Cardholder hereby authorizes the Bank to carry out the payment of the bill(s) in the amount of the bill that the Cardholder is obliged to pay. Such authorization shall



apply continuously until the Cardholder has paid off all of the Cardholder's outstanding obligation(s) to the Bank.

- Bank shall not be liable for any disconnection of telephone/electricity/mobile phone/credit card/insurance, etc. or other risks as a result of the inability to pay the automatic monthly bill(s), because the Bank has not received the amount due and/or other consequences beyond the Bank's control.
- 3. For each automatic bill payment transaction under this Article, the Cardholder will be charged a fee in accordance with the applicable provisions at the Bank.
- 4. If the Cardholder intends to terminate this automatic monthly bill(s) payment facility, the Cardholder must notify the Bank in writing regarding the time of termination and must be submitted no later than 7 (seven) Business Days prior to the commencement of the relevant bill(s) payment period.

3. Correction of Transaction Recording, Interest, Fees, and Late Payment Penalties

In the event of losses incurred by the Credit Cardholder, which are mentioned such as, among others, errors in recording transactions (including routine payments such as PLN, PAM, Telkom and other bill payments), unidentified transactions, calculation of Interest or Administrative Fees and/or penalties in the Credit Card Billing Statement, the Cardholder can contact the 24-hour Tanya OCBC Service at 1500-999 to submit objections and/or requests for correction of transactions, elimination of Interest or Administrative Fees and/or penalties imposed on the OCBC Credit Card, no later than 14 (fourteen) calendar days after the bill print date. Prior to the decision on the objection or removal, the Cardholder is obliged to make Payment to the Bank in accordance with the invoice stated in the transaction details before the due date, but if the error or objection is acceptable to the Bank then the Bank will credit the funds to the Card Account in the amount of the error or objection. Bank has the right to approve or reject the Cardholder's application/objection within 42 business days from the submission of the application/objection, in accordance with the applicable provisions.

D. Miscellaneous

1. Credit Balance Refund

The credit balance held by the Cardholder may be refunded at the initiative of the Cardholder or the Bank.

- a. If there is a credit balance, Bank will refund the credit balance to the Cardholder's account at the Bank or if the Cardholder does not have an account at the Bank, then to the Cardholder's deposit account at another bank agreed by the Bank.
- b. The Card Account is not a product designed/intended/intended to store funds with a credit balance or overpayment. Cardholders must not intentionally make payments that result in the Card Account being in an account status with a credit balance or overpayment. If the Bank receives a payment that exceeds the amount due on the Card Account or in a situation where the Card Account is inadvertently placed on credit status (for example, if there is a refund of a transaction after the Cardholder has paid off



the outstanding balance on the Card Account), the Bank will notify the Cardholder and refund the credit balance or overpayment. The refund period and the amount of credit balance or overpayment that must be refunded are in accordance with applicable laws and regulations.

2. Cross Default

Cardholder agrees that a breach of the Cardholder's obligations under this Terms and Conditions (including but not limited to an overdue payment of the Cardholder's obligations) is also a breach of the facility agreement made by and between the Bank and the Cardholder and vice versa.

3. Transfer of Rights on Bills

Bank at any time has the right to transfer to any third party all of the Bank's rights relating to Credit Card charges by giving prior written notice to the Cardholder.

4. Credit Card Features

Bank reserves the right to change all and/or any features contained in the Credit Card. Such changes may occur at any time, in accordance with the Bank's policies which will be reviewed from time to time with prior written notice to the Cardholder.

5. Credit Card Reward Features

- 1. Bank reserves the right to refuse the redemption of reward points and/or mileage and/or cash back in the event that the Cardholder violates this Terms and Conditions or the Cardholder has terminated/closed the Credit Card concerned or is participating in a risk mitigation program or payment settlement program or other similar programs.
- 2. Bank reserves the right to debit the previously credited reward points and/or mileage and/or cash back if the customer changes the transaction to installments or does not meet the conditions.

6. Confidentiality

- 1. Cardholder hereby grants permission and authority to the Bank and its officers to disclose at any time any or all information and particulars relating to the Cardholder to:
 - A party that binds itself in an agreement with the Bank including agents and third parties appointed or related either directly or indirectly related under the agreement with the Bank anywhere;
 - ii. Auditors, professional advisors including the Bank's legal counsel and related parties of the Bank;
 - Police and public officials carrying out investigations in relation to an offense including suspected offenses/money laundering;
 - Service providers used by the Bank (including administrative or other services) provided that the party is obliged to maintain the confidentiality of the data concerned;
 - v. Any receiver appointed by the court or at the request of the Bank;



- Any person who is authorized or permitted to receive disclosures under the provisions of laws and regulations;
- vii. Any representative and official of the government or competent authority in Indonesia or in other countries to which under the agreement/provisions of the Bank must submit.
- viii. Other credit card issuing institutions or to the information management center organized by the Financial Services Authority or to other similar credit bureaus. In connection with this, the information management center organized by the Financial Services Authority or to other similar credit bureaus can find out information about personal data, transactions and collectibility of Cardholder.
- ix. Head Office of the Bank, overseas branches of the Bank, subsidiaries of the Bank, affiliated parties of the Bank or agencies authorized / having authority over banks both in Indonesia and abroad as long as it does not conflict with the provisions of applicable laws and regulations.
- 2. Bank will use reasonable care to ensure that information regarding the Cardholder, including but not limited to accounts, transactions and authorized persons of the Cardholder are treated confidentially.

7. Cardholder Instruction

- 1. Cardholder agrees that the Bank has the full right to carry out instructions given by the Cardholder via telephone, email or other instruments that are believed by the Bank to be instructions originating from the Cardholder by means of identification by the Bank.
- 2. Cardholder agrees that the Bank at its discretion reserves the right not to execute any instruction received, whether by telephone, email or any other instrument, without being obliged to explain the reason for the non-execution of such instruction even if the Cardholder has provided the Bank with the identification evidence required from the Cardholder.
- 3. Cardholder understands, acknowledges and accepts every transaction and all consequences arising from every instruction and communication made by means of, among others but not limited to, telephone, email or other instruments. Cardholder agrees that the Bank will not be responsible for actions taken by the Bank in good faith for any instructions given by the Cardholder via telephone, email or other instruments.

8. Recordings

(i) Cardholder acknowledges that the Bank may monitor and record any and all electronic communications, among others through telephone, email or other instruments between the Bank and the



Cardholder. Cardholder agrees and authorizes the recording and monitoring of electronic communications carried out by the Bank.

- (ii) Any instruction or communication via telephone, email, or other instruments between the Bank and the Cardholder shall constitute valid evidence and bind the Cardholder without having to be followed by the delivery of the original document, except for some instructions or communications that require documents or letters which under applicable provisions must be submitted in their original form and/or wet signature. Cardholder agrees to waive Article 1888 of the Civil Code.
- (iii) Cardholder may at any time request the Bank to listen to the recording of their consent to apply for a credit card based on the offer made by the Bank by contacting Tanya OCBC or visiting a Bank branch.

9. Approval of Banking Product and Service Offerings

- (i) Cardholder hereby gives approval and authority to the Bank to use and/or utilize any data, information and information related to the Cardholder obtained and/or owned by the Bank including transaction data and information, collectibility status (if any) and the Cardholder's personal means of communication, for all purposes as long as it is possible and permitted by applicable laws and regulations, including authorizing the Bank to send notifications, information, offers or marketing of the Bank's products and/or services or other third party products and/or services in collaboration with the Bank or other matters that have similar purposes and objectives to the Cardholder's personal means of communication while taking into account the applicable laws and regulations. In the event that the Cardholder is no longer willing to receive offers of products/services that will be provided by the Bank or other third parties in collaboration with the Bank, the Cardholder may contact Tanya OCBC to submit a request to withdraw consent from the above provisions.
- (ii) For the use of data, information and statement belonging to third parties submitted by the Cardholder to the Bank, the Cardholder states that the Cardholder has obtained approval from any third party for the use of such data, information and information, and therefore the Bank is released from any demands, claims, lawsuits and/or responsibilities in any form whatsoever from the Cardholder or third parties arising in the future in connection with the use of such data, information and statement.

10. Taxes

- a. Cardholder agrees to comply with the applicable tax provision(s) in the country where the Cardholder resides/is settled and is responsible for all taxes, duties, charges and deductions required by applicable law or customary banking practices (together with all related penalties, interest and expenses) in respect of a transaction or the Cardholder's Card Account.
- b. In the event that Cardholder is not a resident of the United States, Cardholder shall represent and warrant that Cardholder is a non-



resident of the United States under United States tax definitions for United States income tax purposes, and Cardholder is not acting on behalf of a United States resident. Cardholder acknowledges that any false statement or misrepresentation on the subject of tax status by a United States person may result in an offense under United States Law.

- c. If there is a change in the Cardholder's citizenship status to become a United States citizen or resident of the United States either now or in the future, the Cardholder must inform the Bank of this within 30 (thirty) calendar days from the change in status.
- d. In connection with the changes to the citizenship status mentioned in point b above, Cardholder agrees that the Bank has the right to take all actions and matters deemed necessary, including but not limited to the rejection of any instructions given by the Cardholder to purchase investment products, liquidation of the affected assets and/or transfer from the Cardholder's account to other alternative accounts. Thus, the Cardholder agrees to bear all costs and expenses incurred by the Bank for such needs.

11. Objections and Complaints

- 1. Cardholder may submit objections and/or complaints about the Credit Card to the Bank verbally or in writing.
- 2. If the objection and/or complaint is made verbally, then the Cardholder may contact Tanya OCBC.
- 3. If the objection and/or complaint is made in writing, then the objection and/or complaint must be accompanied by a photocopy of identity and other supporting documents as required by the Bank.
- 4. Cardholder may also submit an objection and/or complaint about the Credit Card through the Bank's website at <u>www.ocbc.id</u> or come to the nearest Bank branch.
- 5. In the event that the Cardholder submits an objection and/or complaint verbally, the Bank will resolve it within 5 (five) Business Days. However, if the oral objection and/or complaint is not resolved within the time limit, the Bank will ask the relevant Cardholder or their authorized attorney to submit supporting documents.
- 6. Bank will conduct follow-up and settlement of complaints in writing no later than 10 (ten) business days since the documents are received in full and can be extended under certain conditions.
- 7. In the event of certain conditions, the Bank may extend the period by a maximum of 10 (ten) business days since the period as referred to in paragraph (6) expires.
- 8. Certain conditions as referred to in paragraph (7):
 - a. The Bank's office that received the complaint is not the same as the Bank's office where the problem complained about occurred and there are communication problems between the two Bank offices;
 - Complaints submitted by Consumers require special research of Bank documents; and/or
 - c. there are other matters beyond the Bank's control.
- 9. Settlement of complaints outside the time period as referred to in paragraph (6) and paragraph (7), may be carried out by the Bank with conditions:



- a. The resolution of the complaint requires follow-up by other parties; and
- b. The follow-up conducted by the other party affects the time period for complaint resolution as referred to in paragraphs (6) and (7).
- 10. In the event that the Cardholder rejects the Bank's response to the Cardholder's objection and/or complaint, Cardholder may choose to resolve the dispute through the court or outside the court.

12. Consent to Provide Information

Cardholder hereby gives approval that the Bank may offer banking products and/or services to the Cardholder, on days and hours deemed good by the Bank, through the Cardholder's personal means of communication, including but not limited to telephone, cellphone, electronic mail (e-mail) or other communication media owned by the Cardholder registered with the Bank.

13. Grant of Power of Attorney

- 1. All authorizations granted by the Cardholder to the Bank in accordance with this Terms and Conditions:
 - a. cannot be canceled;
 - b. allows full substitution rights;
 - c. authorize full representation by the Cardholder, where and against whomsoever, in all matters and actions in connection with matters relating to this authorization.
- 2. The authorization in this Terms and Conditions is an essential and inseparable part of this Terms and Conditions, which will not be approved without such authorization. Cardholder agrees that the power of attorney granted by the Cardholder in this Terms and Conditions will not be canceled or terminated during the business relationship between the Cardholder and the Bank or for any reason, including but not limited to the statements in Article 1813, 1814 and 1816 of the Civil Code.
- 3. If the Cardholder plans to leave Indonesia for more than 30 (thirty) calendar days, the Cardholder agrees and if necessary authorizes in writing a representative appointed by them in Indonesia, to settle accounts and charges on the Credit Card on behalf of and/or for which the Cardholder is responsible.

14. Release of Rights

Bank's failure or delay to exercise or enforce any right or option in accordance with this Terms and Conditions shall not constitute a waiver or cancellation, diminution or impairment of the Bank's right to take action or exercise any right against the Cardholder or cause the Bank to be liable for any loss or damage resulting therefrom.

15. Severability

If one or more of this Terms and Conditions is held to be invalid, illegal or unenforceable with respect to any applicable law, the validity, legality and enforceability of the remaining provisions of this Terms and Conditions shall not be affected or impaired thereby.



16. Waiver

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

17. Amendment

Bank has the right to amend, improve, add and/or reduce the provisions in this Terms and Conditions, with prior notice to Cardholder through the media deemed good by the Bank while still taking into account the applicable laws and regulations.

18. Notification and Data Update

1. All correspondence or notices required to be sent by either party to the other party concerning or in connection with this Terms and Conditions shall be by registered mail, by courier, e-mail, facsimile or telex to the correspondence address provided by either party to the other party.

Any notice and/or communication shall be deemed to have been received or delivered:

- If sent directly by courier or expedition on the date of receipt; and/or
- If sent by registered post 7 (seven) calendar days after the date of delivery; and/or
- c. If sent by telex or facsimile, on the day of delivery (with confirmation of the recipient); and/or
- d. If sent by e-mail upon receipt of confirmation of receipt.
- 2. In the event of a change of address, each party shall immediately notify the other party in writing.
- 3. In the event that there is a change of address and/or data of the Cardholder, without prior notification to the Bank, Bank is not responsible if the correspondence or notices sent by the Bank are not received by the Cardholder.
- 4. In the event that notifications and/or communications are delivered by telephone or Tanya OCBC, Cardholder agrees that the Bank will record the conversation.
- 5. Cardholder may make notification and/or communication through the media of their choice and is responsible for all losses, costs and expenses incurred caused by any reason related to the communication made.
- 6. In order to improve the security of Cardholder transactions, Bank will send notifications for certain transactions made by Cardholder.
- 7. Cardholder agrees that at any time the Bank may convey information in the form of features and/or other benefits in relation to the OCBC Credit Card through notifications and/or other communications.



- 8. Bank and Cardholder agree to consider notices and/or communications submitted by the Bank or the Cardholder as valid evidence.
- 9. Bank has the right to contact and/or disclose information and information from third parties recorded in the Bank's internal system and/or other third parties acting on behalf of Cardholder or acting as guarantors for Cardholders and/or social media channels and/or other official sources of information to fulfill the Bank's obligation to update Cardholder data in accordance with applicable laws and regulations. The Cardholder agrees that the Cardholder's address recorded in the Bank's administrative system and/or obtained by the Bank through the implementation of the aforementioned Cardholder data update will then become the Cardholder's billing address ("Billing Address"). In the event that there is a Credit Card bill that has matured but the Cardholder has not made a payment, the Bank has the right to use the Billing Address to carry out billing and/or other Communication interests.

19. Withdrawal of Consent

If the Cardholder is no longer willing to get offers of the Bank's products and/or services or other third party products and/or services in collaboration with the Bank and/or withdraw consent regarding the use of Cardholder data as stated in Article 9 (i), the Cardholder can contact the Bank through Tanya OCBC.

20. Applicable Legal Domicile

- 1. This Terms and Conditions are 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 relating to this Terms and Conditions, Bank and Cardholder agree to choose a permanent and public legal domicile at the District Court Registrar's Office determined by the Bank.

21. Language

This Terms and Conditions are made in Indonesian and English versions. Both language versions have the same legal force, but Bank and Cardholder agree that if there is a difference in understanding in this Terms and Conditions, the Indonesian version will prevail.

- **22.** Customer has been given sufficient time by the Bank to read, study and understand all of this Terms and Conditions, including brochures, forms, and all other forms of documents related to the Credit Card which are an integral and inseparable part of this Terms and Conditions and the Cardholder agrees to be subject to and bound by these documents.
- **23.** By accepting and using the Credit Card by the Cardholder, the Cardholder agrees and is bound by this Terms and Conditions and other terms and conditions issued by the Bank in connection with the Credit Card.
- **24.** This Terms and Conditions have been adjusted to the statutory provisions including the regulations of the Financial Services Authority.



For further information regarding this Terms and Conditions, Cardholder may contact the Bank at 1500999 or +62-21-26506300 (from overseas).

PT Bank OCBC NISP, Tbk, is licensed and supervised by the Financial Services Authority (OJK) and the Central Bank of Indonesia (BI).