

General Terms and Conditions of OCBC NISP Credit Cards

A. Definitions

"**Automatic Teller Machine**" hereinafter referred to as the "ATM" means a machine that the Card Holder can use to access banking services for 24 hours a day.

"**Bank**" means PT Bank OCBC NISP Tbk., a banking company that has been licensed 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 bank branch offices located in Indonesia.

"**Cash Withdrawal Limit**" means the maximum cash withdrawal limit at a Counter or ATM in accordance with the limit approved by the Bank, whereby cash withdrawals shall be subject to Administration Fees and Interest which is calculated based on a percentage of the amount withdrawn or a certain minimum amount determined by the Bank.

"**Stamp Duty**" means a tax imposed on documents under applicable laws and regulations which is charged to the Card Holder for each payment made.

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

"**Past Due Fee**" means a fee charged to the Card Holder if the bill is paid past the Due Date.

"**Billing Statement**" means a notification to the Primary Card Holder regarding the amount of This Month's Billing, the Minimum Payment amount and the Due Date for making payments within a Credit Card billing period.

"**Interest**" means a fee that will be charged to the Card Holder if This Month's Billing is not paid in full and/or if the payment is made after the Due Date.

"**Tanya OCBC NISP**" means PT Bank OCBC NISP, Tbk.'s banking telephone service, or the OCBC NISP Call Center which can be contacted via telephone number 1500999 or other number notified by the Bank from time to time.

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

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

"**Counter**" means a Bank teller located at the head office and Bank branches throughout Indonesia as well as other bank tellers, both domestic and overseas, who have cooperation with the International Visa or International MasterCard network.

"**Business Day**" means a day, other than Saturday or Sunday or official holidays, when the Bank is open to carry out its business activities (including foreign exchange transactions and deposits in foreign currencies) in the territory of the Republic of Indonesia.

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

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

"**Credit Card**" means any credit card issued by the Bank on behalf of the Card Holder, both Primary Card and Supplementary Card, which functions as a means of payment in transactions at all Trade Partners or Cash Withdrawal at Bank Counters or ATMs (specifically for Primary Cards) or in cooperation with the Bank.

"Supplementary Card" means a card issued by the Bank for a person designated by the Primary Card Holder, with a Combined Limit which is a combination of the Primary Card where its use shall be the responsibility of the Primary Card Holder.

"Primary Card" means a card issued by the Bank to the Card Holder after filling out the application form and fulfilling the requirements determined by the Bank and has been given a Combined Limit, the amount of which shall be determined by the Bank.

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

"Trade Partner" means a company that has a business license with Visa International or MasterCard International.

"Accrued Minimum Payments" means part of the Minimum Payments of the previous month that has not been paid until the date of the Billing Statement for the following month is printed.

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

"Accrued Payment" means if the Card Holder does not pay in full This Month's Billing so that it becomes outstanding balance that arrears in the following month.

"Supplementary Card Holder" means the owner of the Supplementary Card and has the same responsibility as the Primary Card Holder for the use of his Supplementary Card and shall be subject to the provisions determined by the Bank.

"Primary Card Holder" 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 shall be subject to the provisions determined by the Bank.

"Card Holder" means (i) a valid user of the Primary Card as well as an account owner, or (ii) a valid user of the Supplementary Card.

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

"Personal Identification Number" hereinafter referred to as the "PIN" means a secret code given to each Card Holder which can be used to access 24-hour banking services via ATMs such as Cash Withdrawal and other payments.

"This Month's Billing" means the amount of bills for Card Transactions and/or Cash Withdrawal and/or Fixed Installments and other obligations of the Card Holder effective from the date of Card Transactions and/or Cash Withdrawal and/or Fixed Installments to the Billing Date.

"Billing Print Date" means the date the Billing Statement was printed.

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

"Bookkeeping Date" means the date on which the Card Transactions made by the Card Holder 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 Credit Cards, including Primary Cards and Supplementary Cards.

B. General Terms

1. Personal Identification Number (PIN)

All Card Transactions in Indonesia, both retail and non-retail, shall be required to use a Credit Card PIN

1. In terms of the process of verifying and authenticating Credit Card transactions, starting from 1 July 2020 the Card Holder shall be required to use a PIN (Personal Identification Number) for transactions at EDC machines in Indonesia, specifically contactless Credit Cards are still required to use a PIN for transactions of more than IDR 1,000,000,-
2. The PIN can be used by the Card Holder to make Cash Withdrawal, Card Transactions and payment transactions for Electricity, PLN, PAM, TV subscription bills and purchase of pre-paid mobile phone vouchers at ATMs.
3. The Card Holder may apply for a PIN via SMS from the Card Holder's mobile number registered in the Bank's Credit Card system and will receive an immediate reply in the form of a PIN number that can be used immediately.

The format of PIN request SMS is as follows:

OCBCNISP(space)SETPINCC(space) 4 digits End of Credit Card #Date ofBirth(DDMMYYYY) #6 Digit of desired PIN

Example = OCBCNISP SETPINCC 1234#14121990#180825

SMS PIN request sent to: 6477

Effective July 1, 2023, the PIN creation SMS will be sent to No. 86477

4. The Card Holder may also change his PIN through the ONe Mobile Application.
Steps to change Credit Card PIN via ONe Mobile:
 1. Login with your User ID and Password
 2. Click "Settings"
 3. Click "Card Settings"
 4. Click the "Credit Card" menu and select a card
 5. Click "Change PIN"
 6. Set your PIN and reconfirm
 7. PIN created successfully
5. The Card Holder must keep the confidentiality of PIN by:
 1. Making changes to the newly received PIN at the Bank's ATM
 2. Memorizing 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.
6. All consequences arising from negligence, carelessness or misuse of the PIN shall be the full responsibility of and borne by the Card Holder.
7. Implementation of a 6-digit PIN shall be carried out to comply with Bank Indonesia Regulations in accordance with Standard Security Aspects of Card Payment Instruments (APMK).
8. The Card Holder must ensure that the mobile number recorded at the Bank is up to date.

2. Issuance, Acceptance and Use of Credit Cards

1. The Credit Card is issued after the Credit Card application is approved and meets all requirements determined by the Bank.
2. The Card Holder shall be required to sign the Credit Card when receiving the Credit Card from the Bank and the Card Holder shall be responsible for all risks arising from misuse of a Credit Card that is not signed.
3. The Bank will open a Card Account to charge for the use of the Credit Cards which include purchases of goods and services, Cash Withdrawal, fee(s) imposed on the Card Transactions and other obligations of the Card Holder arising under these Terms and Conditions as a result from using a Credit Card. In the event that the Card Account is terminated/closed, the Card Holder shall be obliged to pay all outstanding obligations for using the Credit Card in full within the period determined by the Bank.
4. The Bank may issue a Supplementary Card to a person designated by the Primary Card Holder. For this reason, these Terms and Conditions shall also apply to Supplementary Cards. The Primary Card Holder shall be bound and responsible for the use of the Supplementary Card. The Supplementary Card Holders shall not be permitted to make the Cash Withdrawals.
5. Only the Primary Card Holder is entitled to receive a Credit Card. In the event that the Card Holder is absent, the Bank will give the Credit Card to the recipient predetermined by the Card Holder by providing the original power of attorney and identity card of the attorney.
6. The Credit Cards can only be used by the Card Holder and cannot be transferred or secured for any reason and to anyone.
7. If the Card Holder wants to use the Credit Card at a Bank's ATM or another bank's ATM that cooperates with the Mastercard or Visa network, the following terms and conditions shall apply:
 - a. The Card Holder accepts full responsibility for all transactions that occur due to the use of the Credit Cards at ATMs that accept the Credit Cards and authorizes the Bank to debit the Card Account with the number of withdrawals or transfers made in accordance with the amount of use of the Credit Card along with all costs incurred in accordance with the provisions applicable to the Bank which can be seen through the communication media available at the Bank.
 - b. Bank records for transactions processed from the use of Credit Cards at ATMs shall be final and binding unless otherwise proven by the Card Holder in accordance with applicable law.
 - c. The Card Holder shall be 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 applied or used by other parties either with the knowledge or without the knowledge of the Card Holder.
8. For each Card Transaction, the Card Holder shall be required to sign a sales slip or mail order coupon and must keep a copy of it. Upon a written request from the Card Holder, a copy of the sales slip can be provided in accordance with the policies in force at the Bank at an additional fee, the amount of which shall be determined by the Bank. The provision of a copy of the Slip can be made within a minimum period of 45 (forty-five) calendar days from the receipt of the copy request letter received by the

Bank. The Card Holder's failure to sign a sales slip or mail order coupon shall not release the Card Holder from his obligations under these Terms and Conditions.

9. The Bank shall not be responsible for the Trade Partner's refusal to accept payment by the Credit Card for the purchase of goods and/or services made by the Card Holder.
10. The Bank shall not be responsible for any disputes that arise concerning the purchase of goods/services by the Card Holder. These disputes must be resolved by the Card Holder and Trade Partner themselves and these disputes shall not cause delays in payment of Credit Card bills to the Bank.
11. The Card Holder can be protected by insurance in collaboration with the Bank based on the Card Holder's choice. The Bank will charge the insurance premium fee to the Card Holder. Insurance claims shall be entirely the responsibility of the insurance company and the Card Holder shall hold the Bank harmless from all responsibilities for the insurance claim. The Card Holder agrees that the Bank is the party appointed by the insurance as the recipient of the sum insured which will be used to pay in full all of the Card Holder's obligations to the Bank ("Banker's Clause"). If there is remaining sum assured, the Bank will deliver it to the Card Holder or the Card Holder's heirs.
12. In accordance with Bank Indonesia Regulations, the Card Holders shall not be permitted to use the Credit Cards for cash withdrawal transactions at Trade Partners.
13. The Credit Cards shall be equipped with the 3D Secured feature for the convenience and security of online transactions. The Card Holder must ensure that the mobile number used matches 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 there is a request by the Card Holder to close the Credit Card before the Credit Card's term expires.
2. If the Card Holder does not wish to extend the validity period of the Credit Card, then the Card Holder must notify the Bank no later than 1 (one) month before the validity period of the Credit Card expires and is required to pay in full all bills.
3. In the event that the validity period of the Credit Card has expired, the Bank will send an extension of the Credit Card which will take effect automatically after the Card Holder first activates it, but the Bank shall have the right due to its considerations not to extend the validity period of the Credit Card.

4. Combined Limit Credit Ceiling

1. The Bank shall have the full right to determine the Combined Limit given to the Card Holder.
2. The Card Holder may not make the Card Transactions exceeding the Combined Limit unless otherwise specified in these Terms and Conditions.
3. In the event that the Card Holder has more than one Credit Card, if the Card Holder makes a Card Transaction or Cash Withdrawal (for the Primary Card Holders) or Fixed Installments on one of the Credit Cards, this will reduce the remaining balance on the Combined Limit, so that for the use of other Credit Cards can only be made for the remaining unused Combined Limit.

4. If the Card Holder uses a Credit Card for any reason exceeding the Combined Limit that has been granted without prior approval from the Bank, then the Card Holder will be charged a fee (over limit fee) the amount of which shall be in accordance with the provisions applicable at the Bank.
5. The Primary Card Holder may submit a request for a temporary or permanent increase in the Combined Limit and the Bank shall have the right to approve or reject the application for an increase in the Combined Limit.
6. Without prejudice to other related articles stipulated in these Terms and Conditions, the Bank at its sole discretion and from time to time may increase the Combined Limit given based on a fair assessment by the Bank of the Card Account which will be notified by the Bank to the Card Holder from time to time.
7. The willingness of the Bank to provide the Card Holder limits:
 - i. Can be canceled at any time unconditionally (unconditionally canceled at any time) by the Bank, or
 - ii. Canceled automatically by the Bank if the Card Holder's condition decreases to special mention, substandard, doubtful or loss based on Bank Indonesia or Otoritas Jasa Keuangan regulations.
8. In connection with the Combined Limit, the Bank requires the Card Holder to submit a photocopy/softcopy of the latest income data (SPT/last 3 months bank statement/or the most recent salary slip) as well as the latest Taxpayer Identification Number (NPWP) data.

5. Credit Card Transactions

1. The Card Holder shall be fully responsible for all Card Transactions carried out including if the Credit Card that has been given by the Bank to the Card Holder is lost or misused by anyone for any reason.
2. The value of all Card Transactions will be charged to the Card Account in rupiah currency. The 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. Bank records or administration shall constitute valid and binding evidence for the Card Holder regarding the existence or the amount of the Card Holder's outstanding obligations and must be paid by the Card Holder to the Bank.
4. In the event that there are transactions, information, statements, approvals, grants of power/authority and submission of all Card Holder information/data submitted by the Card Holder digitally/electronically or via electronic communication means ("Electronic Submission") to the Bank, then all Electronic Submission of Information must be accounted for by the Card Holder.

The Card Holder agrees that any Electronic Submission of Information including copies, micro films or recordings and other similar forms of Electronic Submission of Information made and/or saved by the Bank shall be valid evidence(s) and have the same legal force as the original or the information should be made in writing in a physical document.

5. In the event that the Card Holder makes a payment/withdrawal transaction in foreign currency/foreign currency using a Credit Card, if according to applicable regulations additional documents are required, the Card Holder shall be required to submit additional documents/other information if requested by the Bank.
6. All risks and penalties that arise, including but not limited to all claims, losses and any liabilities in connection with any negligence or delay by the Card Holder in submitting additional documents/information to the Bank as referred to in point 5 above, shall be entirely the risk/responsibility of the Card Holder.

7. All transactions in foreign currency will be converted into Rupiah currency in accordance with the exchange rates prevailing at the Bank as of the transaction posting date.

6. Summary of Credit Card Transactions

The Card Holder may apply for a summary of Credit Card transactions through the Tanya OCBC NISP which includes at least transaction information on the Billing Statement for one year (counting from the month the Credit Card was in effect). The Credit card transaction summary will be processed by the Bank within 3 (three) Business Days since the Bank receives the request from the Card Holder.

7. Fees and Interest

1. The Card Holder agrees to pay the following fees:
 - i. Annual Fee for the Primary Card and Supplementary Card;
 - ii. Administration Fees;
 - iii. Fees arising from the Card Account and/or Credit Card used and costs incurred as described in these Terms and Conditions.
2. The Card Holder agrees to pay Interest to be charged under the following conditions:
 - i. Cash Withdrawal, where the amount of Interest charged shall be based on the percentage determined by the Bank and notified to the Card Holder from time to time calculated from the date the Cash Withdrawal is recorded in the Card Account until the amount is paid in full;
 - ii. The Card Holder cannot pay This Month's Billing to the Bank on the Due Date, so the unpaid balance will result in Interest which is calculated on the average daily balance in the Billing Period. In the event that there is an Accrued Payment for This Month's Billing, then all new transactions thereafter will be charged Interest calculated from the date of bookkeeping in the Card Account. This Interest will be debited on the last date of the Billing Period.
3. If the Card Holder does not pay the Minimum Payment on the Due Date, then for the late the Card Holder shall be subject to a Past Due Fee with a value determined by the Bank and notified to the Card Holder from time to time.
4. If a standing instruction, cheque, giro, or other payment from the Card Holder cannot be disbursed to pay This Month's Billing, then the Card Holder will be charged a Past Due Fee and Interest in accordance with the provisions prevailing at the Bank.
5. Details of Interest and other fees applicable to the Credit Cards and their use can be obtained by the Card Holder upon request to the Bank.
6. The Bank will not charge Interest to the Card Holder if This Month's Billing is paid in full no later than the Due Date and the funds have been effectively received by the Bank before the Due Date.
7. The amount of fees and interest as referred to in these Terms and Conditions shall be regulated in a separate document which is an integral part of these Terms and Conditions.
8. The Bank shall have the right at any time to change interest rates, penalties and the amount of fees applicable to the Credit Cards in the future, by giving a notification to the Card Holder through media considered good by the Bank subject to laws and regulation.

8. Bill Payment

1. The Card Holder shall be fully responsible for the use and payment of Credit Card bills issued by the Bank.

2. Every month the Bank will issue and send the Billing Statements by post or other media (if requested by the Primary Card Holder and approved by the Bank) to the Primary Card Holder's address recorded in the Bank's administrative system.
3. The Primary Card Holder shall be required to make payments before the Due Date, based on the following conditions:
 - a. The Minimum Payment for the month must be paid in full.
 - b. Full payment of total This Month's Billing is permitted, unless otherwise stipulated by the Bank.
 - c. If the payment is made after the Due Date or if the payment amount is less than the Minimum Payment, the Bank will charge the applicable Administration Fee and Interest.
 - d. If the bill payment occurs, it will be applied to pay in full the bill in the following order: (i) Fees and Penalties; (ii) Principal Value of the Transaction; and (iii) Interest. Any overpayment (after completing the above matters) will be shown as a credit balance in the Card Account.A
4. The entire amount owed by the Card Holder to the Bank will still be billed and become the responsibility of the Card Holder and/or guarantor and their heirs, in the event that the relevant Card Holder is borne, secured, becomes insolvent, bankrupt, is under guardianship or dies, subject to the prevailing laws and regulations.
5. The Card Holder acknowledges and agrees that all invoices and payments shall be made in Rupiah currency. The Card Holder also agrees that for purchases and/or Cash Withdrawal in foreign currencies, the exchange rate that is charged to the Card Holder shall be the exchange rate determined by Visa International / MasterCard International / other Principals and the exchange rate applicable at the Bank.
6. In the event that the Credit Card account is terminated/closed, the Primary Card Holder shall be required to pay all liabilities owed for the use of the Credit Card facility, in full and on time as determined by the Bank.
7. Any payment of bills made by the Card Holder on the Card Holder's obligations to the Bank shall apply if the Bank has effectively received the payment funds.
8. Any payment of bills made using Bank draft or other banks will be credited to the Card Account if the funds have been received effectively by the Bank. All costs related to the draft will be calculated as a deduction from the amount of the bill payment. If there is a rejection of the draft deposit, the Card Holder will be charged an Administration Fee for the rejection in accordance with the provisions applicable to the Bank.
9. The Card Holder may make instructions for paying Credit Card bills by debiting the Card Holder's account at the Bank. In the event that there is a change to the instruction, the Card Holder shall be required to notify the change to the Bank no later than 7 (seven) calendar days prior to the Payment Due Date.
10. If the Card Holder does not pay This Month's Billing on the Due Date or fails to pay the Minimum Payment, then the Card Holder will be subject to sanctions as follows:
 - i. Past Due Fee with a value determined by the Bank and notified to the Card Holder from time to time.
 - ii. The Credit Cards 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 can be decreased if arrears continue.
11. Every 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 Card Holder is declared bankrupt by a court or dies, then all of the Card Holder's obligations shall become due and these obligations must be paid immediately and simultaneously in full by the Card Holder (in case of bankruptcy) or by the heirs of the Card Holder (in case of death).

13. Without prejudice to the Bank's rights as specified in these Terms and Conditions, if the Card Holder is unable to pay to the Bank, either part or all of the amount owed to the Card Holder's Card Account, the Card Holder agrees and hereby authorizes the Bank to withdraw and debit funds placed in current /savings/time deposit accounts and/or in other accounts owned by the Card Holder who is at the Bank and to set-off the amount owed including costs arising from it including the Bank's right to take full payment of securities arising from credit facilities and financial facilities of the Card Holder at the Bank. The Card Holder hereby authorizes the Bank to debit these savings accounts and/or take full payment of securities for credit facilities and financial facilities owned by the Card Holder at the Bank in the amount owed including costs arising therefrom.

9. Stamp Duty

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

10. Billing Statement

1. The Bank will issue and send a Billing Statement by post or other media every month 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 Card Holder's choice.
2. In the event that a loss is sustained by the Card Holder, including errors in recording transactions, unknown transactions, calculation of Interest or Administration Fees and/or Penalties in the Billing Statement, the Card Holder may contact Tanya OCBC NISP to submit an objection and/or request for correction of transactions, write-off of Interest or Administration Fees and/or Penalties imposed on the Credit Cards, no later than 14 (fourteen) calendar days after the Billing Print Date. Prior to a decision regarding the objection or write-off, the Card Holder shall be required to make payments to the Bank in accordance with the bill stated in the Billing Statement before the Due Date, but if the error or objection is acceptable to 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 shall have the right to approve or reject the application/submission or reject the Card Holder's request/submission of objections within 42 Business Days from the submission of the application/objection, in accordance with applicable regulations.
3. The Card Holder shall be required to keep a copy of proof of payment for the purchase of goods/services as well as a copy of proof of Cash Withdrawal to match the calculation contained in the transaction details.
4. The Primary Card Holder shall have the right to request a Billing Statement printer which has previously been sent by the Bank to the Primary Card Holder within 3 (three) months from the date of the Billing Statement to be reprinted and with the imposition of an Administration Fees.

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

1. The Card Holder shall be responsible for and undertakes to save the Credit Card properly and safely. In the event of any loss/stolen, and/or misuse of the Credit Card, then:
 - i. The Card Holder shall be required to report to the Bank regarding loss/theft and/or misuse of the Credit Card through Tanya OCBC NISP as soon as possible the loss/stolen and/or misuse of the Credit Card is known.
 - ii. In the event of misuse of the Credit Card, the Card Holder shall be required to provide a statement regarding the occurrence of misuse of the Credit Card which must be received by the Bank no later than 3 (three) calendar days since the reporting of misuse by telephone as referred to in Article 11.1 (i) is received by the Bank.
 - iii. The Bank will block the Credit Cards of the Card Holder that are reported lost/stolen, and/or misused.
 - iv. The Bank shall not be responsible for all Card Transactions that occur before it is reported either verbally or in writing regarding the loss/stolen, and/or misuse of the Credit Card and, the Card Holder hereby expressly waives the right to sue the Bank for any losses that may arise.
 - v. If the Card Holder finds his Credit Card again, then the Card Holder cannot use the Credit Card again. The Card Holder must immediately cut/destroy the Credit Card.
2. The Card Holder may ask the Bank to replace the lost/stolen/misused Credit Card, but the Bank shall have the right at its sole discretion not to issue a replacement Credit Card that is lost/stolen/misused.
3. In the event that the Bank agrees to replace the lost/stolen/misused Credit Card, the Card Holder shall be required to pay a replacement fee for the Credit Card, the amount of which shall be determined by the Bank. These Terms and Conditions and their amendments shall also apply to replacement Credit Cards.

12. Temporary Freeze, Cancellation and Termination of Credit Cards

1. The Card Holder may terminate the Card Holder's right to use the Credit Card at any time by written notification to the Bank or orally through the Tanya OCBC NISP. The Bank will process the application for termination of the Credit Card within 5 Business Days after the Bank receives notification from the Card Holder.
2. If for any reason the Card Holder is unable to fulfill these Terms and Conditions including if the Card Holder misuses the Credit Card in any way, the Bank may at any time without prior written notification, have the right to temporarily freeze, cancel or terminate the Card Holder's right to use the Credit Card and ask the Card Holder to pay in full all amounts owed.
3. The Credit Card shall remain the property of the Bank at all times.
4. In the event of a temporary freeze, cancellation and termination of the Card Holder's rights, all unpaid amounts arising from the use of the Credit Card shall become due and must be paid to the Bank.
5. In the event that the Card Holder does not fulfill his obligations to make payments as set out in these Terms and Conditions, the Bank shall have the right to take the following actions:
 - i. Refusing every transaction made by the Card Holder; and/or
 - ii. Cancelling all the Credit Cards issued by the Bank in the name of the Card Holder; and/or
 - iii. Requesting the Primary Card Holder to immediately pay all outstanding balances on his account even though they are not yet due; and/or

- iv. calling the Card Holder through mass media such as newspapers, magazines, and so on and/or
 - v. filing a bankruptcy application against the Card Holder through the Commercial Court and/or
 - vi. requesting payment through a third party and/or otherwise deemed appropriate by the Bank.
6. The Bank shall have the right to close/terminate the Credit Card by giving a notification, if according to the data recorded in the Bank's system in the last 24 (twenty-four) months there has been no purchase transaction, or Cash Withdrawal from an ATM, or payment on a Credit Card.
 7. The Card Holder shall be responsible for reimbursing all costs, fees and expenses incurred by the Bank for the acts mentioned in point above including legal fees in full (if any).
 8. If required in the framework of compliance with applicable laws and regulations, the Bank may terminate all the Credit Cards owned by the Card Holder. The Bank shall also have the right to terminate the Credit Card based on information which, in the Bank's opinion, could materially affect the Card Holder's financial condition or other circumstances. The Bank will provide written notification no later than 60 (sixty) calendar days in advance.
 9. The Bank shall have the right at any time to block the Credit Cards in the event that the Card Holder:
 - a. breaches these Terms and Conditions and/or applicable Bank provisions;
 - b. is indicated to be involved in criminal cases and/or suspicious transactions and/or makes cash swipes at Trade Partners;
 - c. is declared to be under guardianship, in a state of Suspension of Obligations for Payment of Debt (PKPU) and/or bankrupt;
 - d. his assets were confiscated;
 - e. dies so that the obligations must be settled by the heirs;
 - f. declares to terminate and/or close the Credit Card;
 - g. provides incorrect, illegal or fake information, data, or documents;
 - h. has reported the loss/damage of the Credit Card orally or in writing to the Bank and the Bank can accept the report;
 - i. the Bank must fulfill orders from competent government or judicial agencies or institutions; or
 - j. Fulfill the Bank's internal policies.
 10. The Card Holder and the Bank agree that they shall, upon termination of the Card Holder's rights under these Terms and Conditions, waive Article 1266 of the Indonesian Civil Code so that a prior court decision is not required.

13. Collectability Status

1. "Current" collectibility: The condition of Credit Card bills being paid in an amount that meets or exceeds the minimum bill amount on time or before the Due Date.
2. "Special Mention" Collectibility: The condition for unpaid Credit Card bills between 1-90 calendar days after the Due Date.
3. "Substandard" Collectibility: The condition for Credit Card bills remains unpaid between 91-120 calendar days after the Due Date.
4. "Doubtful" Collectibility: The condition for Credit Card bills remains unpaid between 121-180 calendar days after the Due Date or the Bank at any time finds an indication that the Primary Card Holder does not have good faith in making Credit Card payments.
5. "Bad" Collectibility: The condition for Credit Card bills remains unpaid for more than 180 calendar days after the Due Date, or the Bank at any time finds indications that the Primary Card Holder does not have good faith in making Credit Card payments.

If the Credit Card is in collectibility status 2 to 4 above, the Bank will: 1) Charge Administration Fees and Interest; 2) Perform billing efforts to the Primary Card Holder; 3) Make blocking the Credit Cards; 4) Collect all the accrued Credit Card bills, unbilled and/or not paid in full.

In an effort to bill the Primary Card Holder, the Primary Card Holder agrees that the Bank shall have the right to use third party services outside the Bank if the Primary Card Holder's credit quality is included in the "Bad" collectibility.

C. Facility

1. Cash Withdrawal

1. The Primary Card Holder and Supplementary Card Holder (with different PINs) may make the Cash Withdrawal using the Credit Cards at Bank Counters or ATMs owned by the Bank/Bank company groups/members of Bank company group associations/members of Bank Visa/MasterCard/other ATMs as notified from time to time to the Card Holder, with the following conditions:
 - i. The Card Holder shall be fully responsible for all transactions that occur using a Credit Card at Counters and/or ATMs.
 - ii. For the Cash Withdrawal as referred to in paragraph (1) of this Article, the Card Holder shall authorize the Bank to debit the Card Account in the amount of the withdrawal made using the Credit Card.
 - iii. The Card Holder cannot make the Cash withdrawals exceeding the Cash Withdrawal limit.
 - iv. The Bank shall not be 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 Fees and Interest, the amount of which shall be in accordance with the provisions in force at the Bank.

2. Payment of Monthly Bill(s)

1. For each bill(s) payment facility registration (telephone, electricity, mobile phone, credit card, insurance, etc.) by the Card Holder to the Bank, the Card Holder shall hereby authorize the Bank to make the payment of the bill(s) in the amount of bills that must be paid by the Card Holder. The authorization shall be valid continuously until the Card Holder has paid in full all of the Card Holder's obligations(s) that are still owed to the Bank.
2. The Bank shall not be responsible for disconnection of telephone/electricity/mobile phone/credit card/insurance, etc. or other risks as a result of not being able to make this automatic monthly bill(s) payment, because the Bank has not received the value of the invoice to be paid and/ or other consequences beyond the control of the Bank.
3. For each automatic bill payment transaction based on this article, the Card Holder will be charged a fee in accordance with the provisions in force at the Bank.
4. If the Card Holder intends to terminate this automatic monthly bill(s) payment facility, then the Card Holder must notify the Bank in writing regarding the commencement of the termination and submit it 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 Past Due Payment Penalties

In the event that a loss is sustained by the Credit Card Holder, which is stated such as including but not limited to errors in recording transactions (including routine payments such as payment of PLN, PAM, Telkom bills and others), unknown transactions, interest calculations or administration fees and/or penalties in the Credit Card Billing Statement, then the Card Holder may contact the 24-hour Tanya OCBC NISP Service at 1500-999 to submit an objection and/or request for transaction correction, write-off of Interest or Administration Fees and/or Penalties imposed on the OCBC NISP Credit Card, no later than 14 (fourteen) calendar days after the bill printing date. Prior to a decision regarding the objection or write-off, the Card Holder shall be required to make payments to the Bank in accordance with the bills stated in the transaction details before the Due Date, but if the error or objection is acceptable to the Bank, the Bank will credit the funds to the Card Account in the amount of value of the error or objection. The Bank shall have the right to approve or reject the Card Holder's request/submission of objections within 42 business days from the submission of the request/objection, in accordance with applicable regulations.

D. Miscellaneous

1. Refund of Credit Balance

The credit balance owned by the Card Holder can be returned based on the initiative of the Card Holder or the Bank.

- a. If there is a credit balance, the Bank will return the credit balance to the Card Holder's account at the Bank or if the Card Holder does not have an account at the Bank, then to the Card Holder's savings account at another bank agreed by the Bank.
- b. The Card Account shall not be a product that is designed/intended/aimed at saving funds with a credit balance or overpayment. The Card Holder may not intentionally make a payment which results in the Card Account being in the status of an account with a credit balance or overpayment. If the Bank receives a payment that exceeds the amount to be paid at the Card Account or in a condition where the Card Account is accidentally placed on credit status (for example, if there is a refund for a transaction after the Card Holder has paid in full the outstanding balance on the Card Account), then the Bank will notify the Card Holder and return the credit balance or the overpayment. The time limit for returning and the amount of credit balance or overpayment that must be returned shall be in accordance with the applicable laws and regulations.

2. Cross Default

The Card Holder agrees that a breach of the Card Holder's obligations under these Terms and Conditions (including but not limited to arrears in payment of the Card Holder obligations) shall also be a breach of the facility agreement made by and between the Bank and the Card Holder and vice versa.

3. Transfer of Billing Rights

The Bank shall have the right at any time to transfer to any third party all of the Bank's rights relating to Credit Card bills by submitting a prior written notification to the Card Holder.

4. Credit Card Feature

The Bank shall have the right to change all and/or any feature on the Credit Card. These changes can occur at any time, in accordance with Bank policy which will be reviewed from time to time with prior written notification to the Card Holder.

5. Credit Card Reward Feature.

The Bank shall have the right to refuse point reward and/or mileage exchange and/or cash back in the event that the Card Holder breaches these Terms and Conditions or the Card

Holder has terminated/closed the relevant Credit Card or is participating in a risk mitigation program or payment settlement program or other similar program.

6. Confidentiality

1. The Card Holder hereby represents irrevocably to grant consent and authority to the Bank and its officers to disclose at any time any or all of the information and special matters related to the Card Holder to:
 - i. A party that enters into an agreement with the Bank including agents and third parties appointed or related either directly or indirectly under the agreement with the Bank anywhere;
 - ii. Auditors, professional advisers including the Bank's legal advisers and related parties from the Bank;
 - iii. Police and public officials who make investigations in relation to a violation including allegations of violations/money laundering;
 - iv. The service providers used by the Bank (including administrative services or other services) provided that the party shall be obliged to keep the confidentiality of the relevant data;
 - v. Any curator appointed by the court or at the request of the Bank;
 - vi. Everyone who is permitted or allowed to receive a disclosure under legal and statutory provisions;
 - vii. Every representative and government official or competent authorities in Indonesia or in other countries where under the agreement/conditions of the Bank must submit themselves.
 - viii. Other credit card issuing institutions or to information management centers organized by the Financial Services Authority or other similar credit bureaus. In this regard, the information management center organized by the Financial Services Authority or other similar credit bureaus can find out information about personal data, transactions and collectability of the Card Holder.
 - ix. Bank's Head Office, Bank's branches overseas, Bank's subsidiaries, Bank's affiliates or competent institutions /having authorities over banks both in Indonesia and abroad as long as they do not conflict with the provisions of the prevailing laws and regulations.
2. The Bank will uphold the prudential principle accordingly to ensure that information about the Card Holder, including but not limited to accounts, transactions and authorized persons of the part of the Card Holder, is treated confidentially.

7. Card Holder Instructions

1. The Card Holder agrees that the Bank shall have full rights to carry out instructions given by the Card Holder via telephone, e-mail or other instruments trusted by the Bank as instructions originating from the Card Holder through identification by the Bank.
2. The Card Holder agrees that the Bank shall at its discretion have the right not to carry out instructions received, whether by telephone, email or other instruments, without being obliged to explain the reasons for not carrying out the order even though the Card Holder has provided proof of identification that the Bank requires from the Card Holder.
3. The Card Holder understands, acknowledges and accepts every transaction and all consequences arising from every instruction and communication made by means of, but not limited to, telephone, e-mail or other instruments. The Card Holder agrees that the Bank will not be responsible for acts taken by the Bank in good faith for any instructions given by the Card Holder via telephone, e-mail or such other instruments.

8. Recordings

- (i). The Card Holder acknowledges that the Bank may monitor and record any and all electronic communications, including via telephone, email or other instruments between the Bank and the Card Holder. The Card Holder agrees and authorizes the recording and monitoring of electronic communications made by the Bank.
- (ii). Every instruction or communication via telephone, e-mail, or other instruments between the Bank and the Card Holder shall be valid evidence and binds on the Card Holder without having to be followed by sending the original documents, except for some instructions or communications that require documents or letters which based on the prevailing must be submitted in its original form and/or wet signature. The Card Holder agrees to waive Article 1888 of the Civil Code.

9. Approval of Banking Product and Service Offerings

- (i) The Card Holder hereby gives approval and authority to the Bank to use and/or utilize any data, information and information related to the Card Holder obtained and/or owned by the Bank including transaction data and information, collectibility status (if any) and personal communication facilities for the Card Holder, for all purposes as long as possible and permitted by applicable laws and regulations, including giving authority to the Bank to send notifications, information, offers or marketing of Bank products and/or services or products and/or services of other third parties who cooperate with the Bank or other matters that have similar purposes and objectives to the Card Holder's personal communication facilities subject to the applicable laws and regulations. In the event that the Card Holder is no longer willing to receive product/service offers to be provided by the Bank or other third parties cooperating with the Bank, the Card Holder may contact the Tanya OCBC NISP to apply for an exemption from the provisions mentioned above.
- (ii) For the use of data, information and statement belonging to third parties submitted by the Card Holder to the Bank, the Card Holder represents that the Card Holder has obtained approval from any third party for the use of such data, information and information, and therefore the Bank is exempt from any demands, claims, lawsuits and/or responsibilities of any kind either from the Card Holder or third parties that arise in the future in connection with the use of such data, information and information.

10. Taxes

- a. The Card Holder agrees to comply with the tax provisions(s) in force in the country where the Card Holder stays/settles and shall be responsible for all taxes, duties, charges and deductions required by law or customary banking practices that apply (along with all penalties, interest and related expenses) with respect to a transaction or the Card Holder's Card Account.
- b. In the event that the Card Holder is not a resident of the United States of America, the Card Holder must represent and warrant that the Card Holder is not a resident of the United States of America based on the United States of America tax definition for United States of America income tax purposes, and the Card Holder shall not act to represent a resident of the United States of America. The Card Holder acknowledges that a false statement or misinterpretation of tax status by an American person can result in a violation under the Laws of the United States of America.
- c. If there is a change in the Card Holder's citizenship status to become a citizen of the United States of America or a resident of the United States of America either now or in the future, then the Card Holder must convey this matter to the Bank within 30 (thirty) calendar days from the change in status.
- d. In connection with the change to the citizenship status as referred to in point b above, the Card Holder agrees that the Bank has the right to take all acts and matters deemed necessary, including but not limited to refusing any instructions given by the Card Holder to purchase investment products, liquidation of affected assets and/or transfer

from the Card Holder's account to another alternative account. Accordingly, the Card Holder agrees to bear all costs and expenses incurred by the Bank for this need.

11. Objections and Complaints

1. The Card Holder may submit objections and/or complaints on the Credit Card to the Bank verbally or in writing.
2. If such objections and/or complaints are made verbally, the Card Holder may contact Tanya OCBC NISP.
3. If the objections and/or complaints are made in writing, the objections and/or complaints must be accompanied by a photocopy of identity and other supporting documents as required by the Bank.
4. The Card Holder may also submit objections and/or complaints on the Credit Cards through the Bank's website at www.ocbcnisp.com or come to the nearest Bank branch.
5. In the event that the Card Holder submits an objection and/or complaint verbally, the Bank will resolve it within 5 (five) Business Days. However, if the verbal objection and/or complaint is not resolved within the time limit, the Bank will ask the concerned Card Holder or his/her legal attorney to submit supporting documents.
6. In the event that the Card Holder submits a written objection and/or complaint, the Bank will resolve it no later than 20 (twenty) Business Days after the date of receipt of the written objection and/or complaint.
7. In the event that the Card Holder rejects the Bank's response to the Card Holder's objection and/or complaint, the Card Holder may elect to settle the dispute through a court or outside the court.

12. Approval for Providing Information

The Card Holder hereby grants his approval that the Bank may offer banking products and/or services to the Card Holder, on the days and time that the Bank deems appropriate, through the Card Holder's personal communication means including but not limited to telephone, mobile phones, electronic mail (e-mail) or other communication media belonging to the Card Holder registered with the Bank.

13. Authorization

1. All authorizations granted by the Card Holder to the Bank shall be in accordance with these Terms and Conditions:
 - a. are irrevocable
 - b. allow full rights of substitution;
 - c. allow a full statement by the Card Holder, where and to anyone, in all matters and acts in connection with matters relating to this authorization.
2. The authorization in these Terms and Conditions shall be an important and inseparable part of these Terms and Conditions, which will not be approved without this authority. The Card Holder agrees that the authorization granted by the Card Holder in these Terms and Conditions will not be canceled or terminated during a business relationship between the Card Holder and the Bank or for any reason, including but not limited to the statements in Articles 1813, 1814 and 1816 in the Indonesian Civil Code.
3. If the Card Holder plans to leave Indonesia for more than 30 (thirty) calendar days, the Card Holder agrees and if necessary, he gives written authorization to a representative he has appointed in Indonesia, to settle accounts and bills on the Credit Card in the name and/or which is the responsibility of the Card Holder.

14. Waiver of Right

Any failure or delay by the Bank to exercise or enforce rights or options in accordance with these Terms and Conditions shall not constitute a waiver of rights or cancellation, reduction

or decrease of the Bank's rights to take action or exercise rights against the Card Holder or cause the Bank to be liable for any loss or damage caused thereto.

15. Severability

If one or more of these Terms and Conditions are deemed invalid, illegal or unenforceable in relation to applicable laws, the validity, legality and enactment of other provisions in these Terms and Conditions shall not be affected or reduced accordingly.

16. Waiver

For the purpose of terminating these Terms and Conditions, the Bank and the Card Holder shall hereby waive the provisions of Article 1266 of the Indonesian Civil Code.

17. Amendments

The Bank shall have the right to amend, correct, add and/or reduce the provisions in these Terms and Conditions, with a prior notification to the Card Holder through media that the Bank considers good subject to the applicable laws and regulations.

18. Data Notifications and Updates

1. All correspondence or notices that need to be sent by each party to the other party regarding or in connection with these Terms and Conditions must be by registered letter, by courier, e-mail, facsimile or telex to the mailing address provided by either party to another party.

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

- a. If sent directly by courier or expedition on the date of receipt; and/or
 - b. If sent by registered mail 7 (seven) calendar days after the delivery date; and/or
 - c. If sent by telex or facsimile, on the day of delivery (with confirmation from the recipient); and/or
 - d. If sent by e-mail at the time of the confirmation has been received.
2. If there is a change of address, each party must immediately notify the other party in writing.
 3. In the event that there is a change of address and/or data of the Card Holder, without a prior notice to the Bank, the Bank shall not be responsible if the correspondence or notices sent by the Bank are not received by the Card Holder.
 4. In the event that notices and/or communications are delivered via telephone or Tanya OCBC NISP, the Card Holder agrees that the Bank will record the conversation.
 5. The Card Holder may make notices and/or communications through the media of their choice and shall be responsible for all losses, costs and expenses incurred due to any reason related to the communication made.
 6. In order to increase the security of Card Holder transactions, the Bank will send notices of certain transactions made by the Card Holder.
 7. The Card Holder agrees that at any time the Bank may convey information in the form of features and/or other benefits in connection with the OCBC NISP Credit Card through notices and/or other communications.
 8. The Bank and the Card Holder agree to consider notices and/or communications submitted by the Bank or the Card Holder as valid evidence.
 9. The Bank shall have 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 the Card Holder or acting as guarantor for the Card Holder and/or social media channels and/or other official sources of information to fulfill the Bank's obligations in updating Card Holder data in accordance with applicable laws and regulations. The Card Holder agrees that the Card Holder's address recorded in the Bank's administration system and/or obtained by the Bank through updating the Card Holder's data mentioned above will then become the Card Holder's billing address

("Billing Address"). In the event that there is a Credit Card bill that is past due but the Card Holder has not made a payment, the Bank shall have the right to use the Billing Address for billing and/or other Communication purposes.

19. Revocation of Approval

If the Card Holder is no longer willing to get offers of Bank products and/or services or other third party's products and/or services in collaboration with the Bank and/or revokes approval regarding the use of Card Holder data as referred to in Article 9, then the Card Holder may contact the Bank via Tanya OCBC NISP.

20. Applicable Legal Domicile

1. These Terms and Conditions shall be subject to and set out according to the laws of the Republic of Indonesia.
2. In the event of a legal dispute between the Card Holder and the Bank arising from and/or related to these Terms and Conditions, the Bank and the Card Holder agree to choose a permanent and general legal domicile at the Registrar's Office of the District Court determined by the Bank.

21. Language

These Terms and Conditions shall be made in Indonesian and English versions. Both versions of this language shall have the same legal force, but the Bank and the Card Holder agree that if there are differences in the meaning of these Terms and Conditions, the Indonesian version shall prevail.

- 22.** Brochures, forms and all other forms of documents related to the Credit Cards shall be an integral and inseparable part of these Terms and Conditions and the Card Holder agrees to submit to and be bound by these documents.
- 23.** By accepting and using the Credit Card by the Card Holder, the Card Holder agrees and is bound by these Terms and Conditions and other terms and conditions issued by the Bank in connection with the Credit Card.
- 24.** These Terms and Conditions have been adjusted to the statutory provisions including the regulations of the Financial Services Authority.

For further information regarding these Terms and Conditions, the Card Holder may contact the Bank through Tanya OCBC NISP at 1500999 or +62-21-26506300 (from abroad).

PT Bank OCBC NISP, Tbk, licensed and supervised by the Financial Services Authority (OJK)