



# OCBC Credit Card General Terms and Conditions

## Effective March 2026

### A. Definition

#### 1. Definition

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

**"Automated Teller Machine"** hereinafter referred to as "ATM" is a machine that can be used by Cardholders to access banking services for 24 hours.

**"Bank"** means PT Bank OCBC NISP Tbk, a banking company licensed and supervised by the Financial Services Authority and Bank Indonesia, domiciled in South Jakarta and located at OCBC Tower, Jalan Prof. Dr. Satrio Kav. 25 Jakarta 12940 including all branch offices of the bank located in Indonesia.

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

**"Stamp Duty"** means a tax imposed on documents under the provisions of the applicable laws and regulations charged to the Cardholder for any payment made.

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

**"Late Fee"** means a fee charged to the Cardholder if the Cardholder pays his or her bill after the Due Date limit.

**"Billing Statement"** or **"Billing Sheet"** is a notification to Main Cardholders who include the amount of the Monthly Bill, the Minimum Payment amount and the Due Date to make a payment within a Credit Card billing period.

**"Interest"** means the cost that will be charged to the Cardholder if the Monthly Bill is not paid in full and/or if the payment is made after the Due Date.

**"Ask OCBC"** is a banking telephone service of PT Bank OCBC NISP Tbk which can be contacted through the telephone number 1500-999 or other numbers notified by the Bank from time to time.

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

**"Fixed Installment"** means the installment of the loan and/or financing facility provided by the Bank through the charge of a Credit Card.



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

**"Personal Data"** means (a) all data that falls within the definition of personal information, personal data, personally identifiable information or similar terms based on the provisions of laws and regulations, including Law No. 27 of 2022 concerning Personal Data Protection and its amendments; (b) all personally identifiable information including name, home or work address, E-mail address, telephone number, photograph, account number, driver's license number, passport, social security number or government-issued identification number, and (c) all other information related to or relating to information that could be used to identify such individual.

**"Working Day"** means a day, other than Saturday or Sunday or an official holiday, on which the Bank is open to conduct its business activities (including foreign exchange transactions and deposits in foreign currency) in the territory of the Republic of Indonesia.

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

**"Billing Term"** means the period from the Invoice Print Date to the Due Date.

**"Credit Card"** means any credit card issued by the Bank on behalf of the Cardholder, either a Main Card or an Additional Card, which functions as a means of payment in transactions across all Trading Partners or Cash Collection at the Bank's Counter or ATM (specifically for the Main Card) or in cooperation with the Bank.

**"Main Card"** means a card issued by the Bank to the Cardholder after filling in the application form and has met the conditions specified by the Bank and has been granted a Combined Limit of the amount determined by the Bank.

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

**"Combined Limit"** means the total maximum loan limit granted 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 that has a business license with Visa International or MasterCard International.

**"Payroll Customer"** is an employee who receives salaries, allowances, or incentives on a regular basis from the company through a payroll account at the Bank.

**"Minimum Payment"** means the minimum payment amount to be made by the Cardholder by the Due Date, in accordance with the amount set by the Bank or any other value as stated on the Billing Sheet, 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.



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

**"Overdue Payment"** means if the cardholder does not make a full payment or makes less than the minimum payment on this month's bill, then the outstanding balance becomes delinquent in the following month.

**"Cardholder"** means (i) the authorized user of the Main Card as well as the account owner, or (ii) the authorized user of the Additional Card.

**"Primary Cardholder"** means the legal owner of the Main Card issued by the Bank and is responsible for the use of the Main Card or Additional Card and is subject to such conditions as may be determined by the Bank.

**"Additional Cardholder"** is the owner of the Additional Card and has the same responsibility as the Primary Cardholder for the use of his/her Additional Card and is subject to the terms and conditions determined by the Bank.

**"Cash Withdrawal"** is a transaction to withdraw cash 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 confidential code given to each Cardholder to make payment transactions, collect cash and/or perform other transactions.

**"Billing of the Month"** means the amount of the bill for the Card Transaction and/or Cash Withdrawal and/or Fixed Installment as well as other obligations of the Cardholder starting from the date of the Card Transaction and/or Cash Withdrawal and/or Fixed Installment until the Bill Printing Date.

**"Bill Print Date"** is the date the Bill Sheet was printed.

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

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

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

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

**"Electronic Approval"** means proof of approval for the Credit Card application contained in the electronic/digital Credit Card application form, in the form of a *tickmark* or other method that expresses approval for the Credit Card application.

**"Credit Card Bill Arrears Notification Letter"** means a letter sent by the Bank to the Credit Card holder in connection with any arrears on outstanding Credit Card bill obligations.



## **B. General Conditions**

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

- 1) All Card Transactions in Indonesia, both retail and non-retail, are required to use a Credit Card PIN.
- 2) Especially for *contactless* Credit Cards in Indonesia, the use of PIN is mandatory for transactions above IDR 1,000,000,-, but for *contactless* transactions and PIN use abroad follow the applicable regulations in each country.
- 3) The PIN can be used by the Cardholder to make Cash Withdrawals at ATMs, Card Transactions and Electricity Bill Payment Transactions, PLN, PAM, TV subscriptions or purchase *pre-paid mobile phone* vouchers at ATMs.
- 4) Cardholders can apply for a PIN through the OCBC mobile application or SMS from the Cardholder's mobile 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.

#### **Steps to apply for a Credit Card PIN through OCBC Mobile:**

- Log in with your User ID and Password
- Click "Settings"
- Click on "Card Settings"
- Click the "Credit Card" menu and select a card
- Click "Create, change or reset PIN"
- Set your PIN and reconfirm
- Successful PIN (created, changed or reset)

#### **Steps Apply Application PIN Credit Cards via SMS:**

Format SMS PIN request are as follows:

OCBC (space) PINCC (space) last 4 digits Credit Card Number #Tanggal Born (DDMMYYYY).

Example = OCBC PINCC 1234#14121990.

SMS PIN Request sent to: **86477**

- 5) In the event that there is an attempt to input an inappropriate PIN, the Bank will send a notification alert via SMS to *the* Cardholder's mobile number registered with the Bank.
- 6) The Cardholder is obliged to maintain the confidentiality of the PIN by:
  - Change your Credit Card PIN regularly
  - Create a Credit card PIN with a combination of numbers that are difficult to guess
  - Memorizing the PIN
  - Not writing a PIN on your Credit Card
  - Not putting a PIN record at the same time as where the Credit Card is stored



- Do not tell anyone, including family and close relatives.
  - Immediately change the PIN if you receive an "alert" notification of PIN input error information via SMS for transactions that are not made by the Cardholder.
- 7) Any consequences arising from negligence, carelessness or misuse of the PIN shall be the sole responsibility and burden of the Cardholder.
  - 8) The implementation of the 6-digit PIN is carried out to comply with Bank Indonesia Regulations in accordance with the Standard Aspects of Payment Instruments Using Cards (APMK).
  - 9) Cardholders are required to ensure that the *mobile phone* number registered with the Bank is current and active.

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

- 1) The Prospective Cardholder fills out and signs the Credit Card application, either in the form of a wet signature, or after the prospective Cardholder has provided an Electronic Approval, as well as after fulfilling all the terms and conditions set by the Bank.
- 2) The Bank will verify the correctness and suitability of: (i) data provided by the prospective Cardholder and (ii) the Credit Card application made by the prospective Cardholder.
- 3) Credit Cards are issued after the prospective Cardholder meets all the required documents and passes verification.
- 4) The Cardholder is obliged to sign the Credit Card at the time of receiving the Credit Card from the Bank and the Cardholder is responsible for any risks arising from the misuse of the Credit Card that he or she does not sign.
- 5) The Bank will open a Card Account to charge the use of the Credit Card which includes the purchase of goods and services, Cash Collection, fees charged on Card Transactions and other obligations of the Cardholder arising under these Terms and Conditions as a result of this Terms and Conditions  
  
from the use of Credit Cards. 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 set by the Bank.
- 6) The Bank may issue an Additional Card to a person designated by the Primary Cardholder. For this reason, these Terms and Conditions also apply to Additional Cards. The Primary Cardholder is bound and responsible for the use of the Additional Card.
- 7) Only the Primary Cardholder is eligible to receive a Credit Card. In the event that the Cardholder is unable to do so, the Bank will give the Credit Card to the recipient predetermined by the Cardholder at the address registered in the Bank's system.
- 8) Credit Cards can only be used by Cardholders and cannot be transferred or guaranteed for any reason and to anyone.



- 9) If the Cardholder wishes to use the Credit Card at the Bank's ATM or other bank ATMs in cooperation with the Mastercard or Visa network, the following terms and conditions apply:
  - a. The Cardholder accepts full responsibility for all transactions that occur due to the use of the Credit Card at ATMs that accept Credit Cards 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 the communication media available at the Bank.
  - b. The Bank's record on transactions processed from the use of Credit Card at ATMs is final and binding unless proven otherwise by the Cardholder in accordance with applicable law.
  - c. The Cardholder is responsible for any loss or loss arising either directly or indirectly from the occurrence of a malfunction/damage to the Credit Card and other matters that cause the Credit Card to be unusable or used by other parties either with the knowledge or without the knowledge of the Cardholder.
- 10) The Cardholder must use the signature, OTP code, PIN and/or *contactless* feature at the time of transaction and keep a copy as proof to be matched with the bill contained in the Billing Statement.
- 11) Upon written request from the Cardholder, a copy of the sales slip may be provided in accordance with the Bank's applicable policy with an additional fee determined by the Bank. The provision of a copy of the slip can be done within a minimum period of 45 (forty-five) calendar days from the receipt of the letter requesting the copy received by the Bank. The Cardholder's negligence in using the Credit Card shall not relieve the Cardholder of its obligations under these Terms and Conditions.
- 12) The Bank is not responsible for the Merchant Partner's refusal to accept payment by Credit Card for the purchase of goods and/or services made by the Cardholder.
- 13) The Bank is not responsible for any disputes arising concerning the purchase of goods/services by the Cardholder. The dispute must be resolved by the Cardholder himself with the Trading Partner and the dispute does not cause the delay in the payment of the Credit Card bill to the Bank.
- 14) The Cardholder can be protected by insurance in cooperation with the Bank based on the Cardholder's choice. The Bank will charge the Cardholder an insurance premium fee. Insurance claims are the sole responsibility of the insurance company and the Cardholder releases the Bank from all liability for such insurance claims. The Cardholder agrees that the Bank is the party appointed by the insurance as the beneficiary of the sum assured which will be used to pay off all of the Cardholder's obligations to the Bank ("Banker's Clause"). If there is any remaining sum insured, then the Bank will hand it over to the Cardholder or the Cardholder's heirs.
- 15) It is forbidden to use the Card to make transactions that violate the provisions of applicable law.



- 16) Credit Cards are equipped with a 3D *Secured feature* for the convenience and security of online transactions. Cardholders are required to ensure that *the mobile phone* 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 there is a request by the Cardholder to close the Credit Card before the expiry of the Credit Card expires.
- 2) If the Cardholder does not wish to extend the validity period of the Credit Card, the Cardholder must notify the Bank no later than 1 (one) month before the validity period of the Credit Card expires and is required to pay off all the bills.
- 3) In the event that the validity period of the Credit Card has expired, the Bank will send  
The renewal of the Credit Card will be effective automatically after the Cardholder activates it first, but the Bank reserves the right not to extend the validity period of the Credit Card due to its considerations. In the event that the Bank does not extend the validity period of the Credit Card, the Bank will provide a notice to the Cardholder regarding the rejection of the Credit Card renewal and the reasons.

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

- 1) The Bank reserves the sole right to determine the Combined Limit given to the Cardholder.
- 2) The Cardholder may not make a Card Transaction in excess of the Combined Limit unless otherwise specified in these 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 the Main Cardholder) or Fixed Installment 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 as much as the remaining Combined Limit that has not been used.
- 4) If the Cardholder uses the Credit Card for any reason in excess of the Combined Limit that has been given without the prior approval of the Bank, the Cardholder will be charged an *over limit fee* in accordance with the applicable provisions at the Bank.
- 5) The Main Cardholder can apply for a temporary or permanent Combined Limit increase and the Bank has the right to approve or reject the application for the Combined Limit increase.
- 6) Without prejudice to other relevant articles set out in these 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 the Bank will notify the Cardholder from time to time.

- 7) The Bank's willingness to provide Cardholder limits:
  - i. In the event that the Bank cancels/changes the Cardholder's Credit Card limit, the Bank will notify the Cardholder regarding the cancellation/change along with the reason and availability of the Cardholder's Credit Card limit.
  - ii. Cancelled automatically by the Bank if the Cardholder's condition deteriorates to less smooth, doubtful or stuck based on the provisions of Bank Indonesia/Financial Services Authority.
  
- 8) In connection with **the provision** of the Combined Limit, **based on the provisions of the applicable laws and regulations, the Bank may require the** Cardholder to submit proof of income such as tax return / bank statement and/or salary slip and also the latest Taxpayer Identification Number (NPWP).

#### **5. Credit Card Transactions**

- 1) The Cardholder is solely responsible for all Card Transactions made using the Credit Card. In the event that the Credit Card is lost or misused, the Credit Cardholder must immediately notify the Bank.
- 2) Transactions that are not acknowledged by the Cardholder will be processed in accordance with the Bank's provisions and procedures as well as applicable laws and regulations, including based on the results of investigations conducted by the Bank.
- 3) After the Cardholder reports the loss or misuse of the Credit Card to the Bank, the Cardholder may file a rebuttal to the transaction that is not acknowledged in accordance with the provisions in point 11 concerning Lost/Stolen Credit Cards and Credit Card Misuse, without prejudice to the Cardholder's rights as stipulated in the applicable laws and regulations.
- 4) 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 applicable at the Bank from time to time.
- 5) The Bank's records or administration are valid and binding evidence of the Cardholder regarding the existence or amount of the Cardholder's obligations owed and payable by the Cardholder to the Bank.
- 6) In the event that there is a transaction, statement, approval, granting of power/authority and submission of all Cardholder information/data submitted by the Cardholder digitally/electronically or through electronic means of communication ("Electronic Submission") to the Bank, then all Electronic Information Submission must be accounted for by the Cardholder.
- 7) The Cardholder agrees that any Electronic Information Submission including copies, microfilms 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 should the information be made in writing in a physical document.



- 8) In the event that the Cardholder conducts payment/withdrawal transactions in foreign currency/foreign currency using a Credit Card, if according to the applicable regulations additional documents are required, the Cardholder is obliged to submit additional documents/other information if requested by the Bank.
- 9) All risks and fines incurred, including but not limited to all demands, losses, and obligations whatsoever in connection with the Cardholder's negligence or delay in submitting additional documents/information to the Bank as referred to in point 6 above, are entirely at the Cardholder's risk/responsibility.

#### **6. Credit Card Transaction Summary**

Cardholders can apply for a summary of Credit Card transactions through Ask OCBC which at least includes transaction information on the Billing Statement for one current year (calculated from the month of commencement of the Credit Card). The summary of Credit card transactions will be processed by the Bank within 3 (three) Business Days from the time the Bank receives the request from the Cardholder.

#### **7. Fees and Interest**

- 1) The Cardholder agrees to pay the following fees:
  - i. Annual Fee for Main Card and Additional Card;
  - ii. Administration Fees;
  - iii. Fees arising from the Card Account and/or Credit Card used as well as the fees incurred as described in these Terms and Conditions.
- 2) The Cardholder agrees to pay the Interest to be charged under the following conditions:
  - i. Cash Withdrawal, where the amount of Interest charged is based on the percentage to be determined by the Bank and notified to the Cardholder from time to time calculated from the date the Cash Withdrawal is posted to the Card Account until the amount is paid;
  - ii. Cardholders are unable to pay this month's Bill Bank on Due Date, then the unpaid remainder will incur Interest calculated on the average daily balance on the Billing Term. In the event of an Outstanding Payment on this Month's Bill, all new transactions thereafter will be charged Interest from the date of bookkeeping on the Card Account. This interest will be debited on the last date of the Billing Term.
- 3) If a *standing instruction*, cheque, current account, or other payment from the Cardholder cannot be cashed to pay the Bills of the Month, then the Cardholder will be charged Late Fees and Interest in accordance with the applicable provisions of the Bank.
- 4) Details of the Interest and other fees imposed on the Credit Card and its use may be obtained by the Cardholder upon request to the Bank.
- 5) The Bank will not charge Interest to the Cardholder if the Monthly Bill 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 these Terms and Conditions is governed in a separate document which is part and unit of these Terms and Conditions.
- 7) The Bank reserves the right to change the interest rate, fines and amount of fees imposed on the Credit Card at any time in the future, with notification to the Cardholder through a medium deemed good by the Bank while still paying attention to the provisions of the law.

## **8. Bill Payment**

- 1) The Cardholder is solely 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 Statement by post or other means (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) The Main Cardholder is obliged to make payment before the Maturity Date, based on the following conditions:
  - a. The Minimum Payment for the month must be paid in full.
  - b. Full payment of the total Invoice for the Month is allowed, 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 Late Payment and Interest Fee.
  - d. Bill payments will be used to pay bills in the following order: (i) fees and fines; (ii) the principal value of the transaction; and (iii) Interest. Any overpayment (after completing the above) will be shown as the credit balance on the Card Account.
  - e. The Bank will send a Credit Card Bill Arrears Notification Letter if the Cardholder is negligent in fulfilling the payment obligation for the Credit Card bill.
- 4) All amounts owed by the Cardholder to the Bank will continue to be billed and become the responsibility of the Cardholder and/or the insurer, guarantor and heirs, in the event that the Cardholder concerned is insured, guaranteed, bankrupt, in receivership or death, while still paying attention to the provisions of the applicable laws.
- 5) The Cardholder acknowledges and agrees that all charges and payments are made in Rupiah. The Cardholder also agrees that for purchases and/or Cash Pickups 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 applicable at the Bank.
- 6) In the event that the Credit Card account is terminated/closed, the Main Cardholder is obliged to pay all obligations owed for the full and timely use of the Credit Card facility as determined by the Bank.



- 7) Bill payment made by the Cardholder on the Cardholder's obligations to the Bank is valid if the Bank has effectively received the payment funds.
- 8) Bill payments made using Bank or other bank letters will be credited to the Card Account if the funds have been effectively received by the Bank. All costs related to the letter will be calculated as a deduction from the amount of bill payment. If there is a rejection of the deposit of the certificate, the Cardholder will be charged an Administration Fee for the refusal in accordance with the provisions applicable to the Bank.
- 9) The Cardholder can make instructions to pay the Credit Card bill through the debit of the Cardholder's account at the Bank. In the event of a change to the instruction, the Cardholder must notify the Bank of the change no later than 7 (seven) calendar days before the Maturity Date.
- 10) If the payment is made after the Due Date or underpayment of the Minimum Payment, the Cardholder will be subject to the following sanctions:
  - a. Late Fees at the value set by the Bank and notified to the Cardholder from time to time.
  - b. The Credit Card will be blocked and cannot be used to make transactions within the period specified by the Bank unless payment has been made,
  - c. The Combined Limit can be lowered if the delinquency continues.
- 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. For the purpose of verification, the Cardholder understands and agrees that the Bank may check the Cardholder's financial data (and the Cardholder's spouse) against Bank Indonesia's data, Financial Information Service System (SLIK) and other service systems, and for the purpose of this check, the Cardholder gives consent and authority to the Bank and/or third parties collaborating with the Bank to conduct the check as intended before submitting the Card application Credits.
- 12) If the Cardholder is declared bankrupt by the court or dies, then all of the Cardholder's obligations become due and these obligations must be paid immediately and at once by the Cardholder (in the event of bankruptcy) or by the heirs of the Cardholder (in the event of death).

Without waiving the Bank's rights as specified in these Terms and Conditions, if the Cardholder is unable to pay to the Bank, either part or all of the amount owed to the Cardholder's Card Account, the Cardholder agrees and hereby authorizes the Bank to disburse and debit the funds placed in the current account/savings/time deposit and/or in other accounts belonging to the Cardholder at the Bank and to to meet the debt (*set-off*) with the amount owed including the costs arising therefrom, including the Bank's right to take repayment of the collateral arising from the Cardholder's credit facility and financial facilities at the Bank. The Cardholder hereby authorizes the Bank to debit the deposit accounts and/or take payment of the guarantees for the credit facility and financial facilities owned by the Bank



Cardholders with the Bank in the amount owed including the costs arising from it.

13) Special Provisions for Payroll Customers:

- a. The customer is required to provide payment instructions by registering the customer's payroll account number at the Bank.
- b. The Customer authorizes the Bank to auto-debit the Customer's payroll account at the Bank for Credit Card payments in accordance with the with the approval given by the prospective Cardholder (as a Payroll Customer) on the application / form for applying for a Credit Card, namely minimum payment or full payment according to the bill.
- c. The Bank reserves the right to close the Credit Card if it receives confirmation that there has been a Termination of Employment / Layoff or there has been a significant decrease in salary based on the Bank's assessment and the Payroll Customer's Credit Card will be closed after no bill.

**9. Stamp Duty**

The Cardholder will be charged a stamp duty for each Billing Sheet whose amount is determined in accordance with the applicable laws and regulations.

**10. Billing Sheet**

- 1) The Bank will issue and send the Billing Statement by post or other media every month 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 option.
- 2) In the event of losses incurred by the Cardholder, including errors in transaction recording, unknown transactions, calculation of Interest or Administration Fees and/or fines in the Billing Sheet, then  
Cardholders can contact Tanya OCBC to file an objection and/or request for transaction correction, removal of Interest or Administration Fee and/or penalty imposed on the Credit Card, no later than 14 (fourteen) calendar days after the Bill Print Date. Prior to the decision on such objection or deletion, the Cardholder is obliged to make payment to the Bank in accordance with the bill stated in the Billing Statement before the Due Date, but if an error or objection can be accepted by the Bank, the Bank will credit the funds to the Card Account in the amount of the error or objection. The Bank reserves the right to approve or reject any objection within a maximum period of 20 (twenty) working days from the date the complaint document is received in full. The period can be extended for the next 20 (twenty) working days in accordance with applicable regulations. In the event of an extension of the complaint settlement period, the Bank will deliver a notice/notification to the Cardholder.
- 3) The Cardholder is required to keep a copy of the proof of payment for the purchase of goods/services or a copy of the proof of Cash Collection to match the calculation contained in the transaction details.
- 4) The Primary Cardholder has the right to request that 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 Sheet, which will be reprinted and subject to the imposition of an Administration Fee.

#### **11. Lost/Stolen Credit Cards and Credit Card Abuse**

- 1) The Cardholder is responsible and undertakes to store the Credit Card as well as possible and safely. In the event of loss/theft, and/or misuse of the Credit Card, then:
  - i. The Cardholder is required to report to the Bank regarding the loss/theft, and/or misuse of the Credit Card through Ask OCBC as soon as it becomes known of the loss/theft, and/or misuse of the Credit Card.
  - ii. In the event of misuse of the Credit Card, the 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 from the time the report of abuse by telephone as referred to in article 11.1 (i) is received by the Bank.
  - iii. Upon receipt of the report, the Bank will block the Cardholder's Credit Card that is reported lost/stolen, and/or misused.
  - iv. The Bank shall not be liable for all Card Transactions that occurred prior to the reported either orally or in writing regarding the loss/theft, and/or misuse of such 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 his Credit Card again, then the Cardholder cannot use the Credit Card again. The Cardholder must immediately cut/destroy the Credit Card.
- 2) The 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 the lost/stolen/misused replacement Credit Card.
- 3) In the event that the Bank agrees to replace the lost/stolen/misused Credit Card, the Cardholder is obliged to pay the Credit Card replacement fee in the amount determined by the Bank. These Terms and Conditions and their amendments apply to replacement Credit Cards.

#### **12. Temporary Suspension, Cancellation and Termination of Credit Cards**

- 1) The Cardholder may terminate the Cardholder's right to use the Credit Card at any time by written notice to the Bank or orally through Tanya OCBC. The Bank will process the application for termination of the Credit Card within 5 Business Days from the time the Bank receives the notification from the Cardholder.
- 2) If for any reason the Cardholder is unable to comply with these Terms and Conditions including if the Cardholder misuses the Credit Card in any way, the Bank may at any time without prior written notice, have the right to temporarily freeze, cancel or terminate the Cardholder's right to use the Credit Card and request the Cardholder to pay off all amounts owed.
- 3) Credit Cards remain the property of the Bank at all times.
- 4) In the event of a temporary freeze, cancellation and termination of the Cardholder's rights, all unpaid amounts arising from the use of the Credit Card become due and must be paid to the Bank.



- 5) In the event that the Cardholder does not fulfill its obligation to make payments as stipulated in these Terms and Conditions, the Bank reserves 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 Bank Card holder; and/or.
  - iii. Request the *Primary Cardholder* to immediately pay all balances owed on his/her account even though it is not due; and/or
  - iv. Calling Cardholders through mass media such as newspapers, magazines, and so on; and/or
  - v. filing a bankruptcy application against the Cardholder through the Commercial Court; and/or
  - vi. Request payment through a third party and/or by other means deemed appropriate by the Bank.
  
- 6) The Bank reserves 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 have been no shopping transactions, or Cash Withdrawal from ATMs, or payments on Credit Cards.
  
- 7) The Cardholder is responsible for reimbursing all costs, charges and expenses incurred by the Bank for the actions mentioned in point 5 above including the full legal service fee (if any).
  
- 8) If required in the context of compliance with the applicable laws and regulations, the Bank may terminate all Cards Credit owned by the Cardholder. The 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 situation or other circumstances. The Bank will give written notice no later than 60 (sixty) calendar days in advance.
  
- 9) The Bank reserves the right at any time to block the Credit Card in the event of:
  - I. The Cardholder breaches these Terms and Conditions and/or the Bank's applicable terms;
  - II. The Cardholder is indicated to be involved in criminal cases and/or indicated to have committed unlawful acts, and/or is involved in criminal, state administration, tax demands, or civil cases;
  - III. Suspicious transactions and/or swiping cash at Trading Partners;
  - IV. The Cardholder is declared to be under guardianship, in the event of a Suspension of Debt Payment Obligation (PKPU) and/or bankruptcy;
  - V. Cardholders whose assets were confiscated;
  - VI. The Cardholder dies so his or her obligations must be settled by the heirs;
  - VII. The Cardholder declares to terminate and/or close the Credit Card;
  - VIII. The Cardholder provides information, data or documents that are not true, invalid or false;
  - IX. The Cardholder has reported the loss/damage of the Credit Card orally or in writing to the Bank and the Bank may receive such report;
  - X. The Bank must comply with the orders of the authorized government agency or Institution; or To implement the Bank's internal policies.



- 10) The Cardholder and the Bank agree that the termination of the Cardholder's rights under these Terms and Conditions overrides Article 1266 of the Civil Code so that no prior court decision is required.

### **13. Collectibility Status**

- 1) "Current" Collectibility: The condition of a Credit Card charge paid in an amount that meets or exceeds the minimum bill amount on time or before the Due Date.
- 2) Collectibility "In Special Attention": The condition of the Credit Card charge has not been paid between 1-90 calendar days after the Due Date has passed.
- 3) "Less Smooth" Collectibility: Credit Card charges remain unpaid between 91-120 calendar days after the Due Date has passed.
- 4) "Doubtful" Collectibility: The condition of the Credit Card bill remains unpaid between 121-180 calendar days after the Due Date has passed or the Bank finds at any time an indication that the Primary Cardholder does not have good faith to make a Credit Card payment.
- 5) "Stuck" Collectibility: The condition of the Credit Card bill remains unpaid more than 180 calendar days after the Due Date has passed, or the Bank at any time finds an indication that the Primary Cardholder does not have good faith to make a Credit Card payment.

For Credit Cards that are in collectibility status 2 to 4 above, the Bank will: (i) Charge Administration Fees and Interest; (ii) To make billing efforts to the Main Cardholder; (iii) Blocking the Card

Credits; (iv) Collect all Credit Card bills that are overdue, unbilled and/or not paid in full.

If the Credit Card is in collectibility status 2 to 5 as referred to in this paragraph, the Bank will exercise its rights under these Terms and Conditions including providing a warning letter or letter with another name that is equivalent to a warning letter and/or making a bill, among others through telephone, electronic mail, fax, or other media and/or an officer appointed by the Bank.

In an effort to collect from the Main Cardholder, the Main 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 Main Cardholder is included in the "Stuck" quality.

## **C. Facilities**

### **1. Cash Withdrawal**

- 1) The Main Cardholder and the Additional Cardholder (with different PINs) may make Cash Withdrawal using a Credit Card at a Bank Counter or ATM belonging to the Bank/group of Bank companies/associate members of the Bank's group of companies/members of Bank Visa/MasterCard or other ATMs as notified from time to time to the Cardholder, subject to the following conditions:
  - i. The Cardholder is fully responsible for all transactions that occur using the Credit Card at the Counter and/or ATM.



- ii. For Cash Withdrawal as intended 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. Cardholders cannot make Cash Pickups beyond the Cash Pick-Up Limit.
- iv. The Bank is not responsible for loss, malfunction, damage to Credit Cards and/or ATM machines, temporary insufficient funds in such ATM machines and so on.
- v. Each Cash Withdrawal will be subject to an Administration Fee and Interest in accordance with the applicable provisions at the Bank.

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

- 1) For each registration of bill(s) payment facilities (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 must be paid by the Cardholder. The power of attorney is valid continuously until the Cardholder pays off all of the Cardholder's obligations(s) that are still owed to the Bank.
- 2) The Bank is not responsible for the disconnection of telephone/electricity/*mobile phone*/ credit card/insurance, etc or other risks as a result of the inability to pay this automatic monthly bill(s), because the Bank has not received the value of the bill payable 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 of the Bank.

If the Cardholder intends to stop this automatic monthly bill(s) payment facility, the Cardholder must notify the Bank in writing about the time of the start of the termination and submitted no later than 7 (seven) working days before the start of the payment period of the bill(s) concerned.

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

In the event of losses incurred by the Credit Cardholder, which are mentioned such as, among others, transaction recording errors (including routine payments such as payment of PLN, PAM, Telkom and others), unknown transactions, calculation of Interest or Administration Fees and/or fines in the Credit Card Billing Sheet, the Cardholder may file an objection and/or request for transaction correction, elimination of Interest or Administration Fees and/or penalties imposed on OCBC Credit Cards, no later than 14 (fourteen) calendar days after the date of bill printing by contacting OCBC's 24-hour Inquire Service at 1500-999 (Domestic) or 021-26506300 (Abroad). Prior to the decision on such objection or deletion, the Cardholder is obliged to make a Payment to the Bank in accordance with the invoice stated in the transaction details before the due date, but if an error or objection can be accepted by the Bank, the Bank will credit the funds to the Card Account in the amount of the error or objection. The Bank has the right to approve or reject the Cardholder's application/objection within 42 working days from the submission of the application/objection and declared legkap to be followed up later, in accordance with applicable regulations.



## **D. Miscellaneous**

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

Credit balances held by the Cardholder may be refunded on the initiative of the Cardholder or the Bank.

- a. If there is a credit balance, the Bank will return 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 savings account at another bank agreed by the Bank.
- b. A Card Account is not a product designed/intended/intended to store funds with a credit balance or overpayment. The Cardholder must not intentionally make a payment that resulting 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 due to the Card Account or in a situation where the Card Account is inadvertently placed in a credit status (for example, if there is a *refund* of a transaction after the Cardholder has paid off the balance of the bill on the Card Account), the Bank will notify the Cardholder and refund the credit balance or overpayment. The deadline for the refund period and the amount of credit balance or overpayment that must be refunded in accordance with the provisions of applicable laws and regulations.

### **2. Cross Default**

The Cardholder agrees that a breach of the Cardholder's obligations under these Terms and Conditions (including but not limited to delinquency in payment of the Cardholder's obligations) is also a breach of the facility agreement entered into by and between the Bank and the Cardholder and vice versa.

### **3. Transfer of Billing Rights**

The Bank has the right at any time to transfer to any third party all the Bank's rights related to Credit Card billing by providing prior written notice to the Cardholder.

### **4. Credit Card Features**

The 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 policy which will be reviewed from time to time with prior written notice to the Cardholder. Any changes to the Credit Card features will be notified to the Cardholder through the communication media available at the Bank no later than 30 (thirty) working days before the effective date of the change. If the Cardholder does not agree to the change, the Cardholder can apply for the closure of the Credit Card without being subject to penalty by first paying off all outstanding obligations.

### **5. Credit Card Reward Features**

- a. The Bank reserves the right to refuse redemption of *reward points* and/or *mileage* and/or *cash back* in the event that the Cardholder violates these Terms and Conditions or the Cardholder has terminated/closed the relevant Credit Card or is participating in a risk mitigation program or payment settlement program or other similar program.
- b. The Bank reserves the right to debit the reward points and/or mileage and/or cash back credited in advance if the Cardholder converts the transaction into installments or does not meet the conditions.



## **6. Confidentiality**

- 1) The Cardholder hereby grants permission and authority to the Bank and its officers to disclose any or all information and special matters related to the Cardholder at any time to:
  - a. A party to an agreement with the Bank includes agents and third parties appointed or related either directly or indirectly related under such agreement with the Bank anywhere
  - b. Auditors, professional advisors including the Bank's legal advisers and related parties of the Bank;
  - c. Police and public officials who conduct investigations in connection with an offence including alleged offences/money laundering;
  - d. Service providers used by the Bank (including administrative services or other services) provided that such parties are obliged to maintain the confidentiality of the relevant data;
  - e. Any curator appointed by the court or at the request of the Bank; vi. Any person who is permitted or permitted to receive disclosure under the provisions of law and regulations;
  - f. Any representative and official of the government or authority in Indonesia or in any other country where under the Agreement/Conditions of the Bank shall submit.

Other credit card issuer institutions or to information management centers organized by the Financial Services Authority or to 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 the Cardholder's personal data, transactions and collectibility.

- g. The Bank's Head Office, overseas branches of the Bank, subsidiaries of the Bank, the Bank's affiliates or authorized agencies have authority over the Bank both in Indonesia and abroad as long as it does not conflict with the provisions of the applicable laws and regulations.
- 2) The Bank will use reasonable care to ensure that information about the Cardholder, including but not limited to accounts, transactions and authorised persons on the Cardholder's side is treated confidentially.

## **7. Cardholder Instructions**

- 1) The Cardholder agrees that the Bank has the full right to carry out the instructions given by the Cardholder by telephone, email or other instrument that the Bank believes to be instructions originating from the Cardholder by means of identification by the Bank.
- 2) The Cardholder understands and agrees that the Bank, at the Bank's discretion and discretion, may refuse to carry out the instructions received, whether by telephone, email or other instrument. The Bank will convey information to the Cardholder regarding the reason for the non-implementation of the said instruction, in accordance with the applicable provisions.
- 3) The Cardholder understands, acknowledges and accepts any transaction and all consequences arising from any instructions and communications made by means



including but not limited to by telephone, email or other instruments. The Cardholder agrees that the Bank shall not be liable for any actions taken by the Bank in good faith for any such instructions given by the Cardholder by telephone, email or other instrument.

#### **8. Recording**

- 1) The Cardholder acknowledges that the Bank may monitor and record any and all electronic communications including by telephone, email or other instruments between the Bank and the Cardholder. Cardholder agrees and authorize the recording and monitoring of electronic communications carried out by the Bank.
- 2) Any instruction or communication by telephone, email, or other instrument between the Bank and the Cardholder shall be valid and binding evidence of 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 the applicable provisions must be submitted in their original form and/or wet signature. The Cardholder agrees to waive Article 1888 of the Civil Code.
- 3) The Cardholder may at any time request the Bank to listen to the recording results of the customer's approval to apply for a credit card based on the offer made by the Bank by contacting Tanya OCBC or visiting the Bank's branch.

#### **9. Cardholder Consent**

- 1) The Cardholder gives the approval and authority to the Bank to:
  - a. Using data in the Financial Information Service System (SLIK) and/or other service systems that have similar purposes and objectives as stipulated by applicable regulations.
  - b. Provide Cardholder data/information to third parties who cooperate with the Bank and have an interest in processing products and/or services and other matters required in connection with the products and/or services that will be or have been owned by the Cardholder including the delivery of documents and billing.
- 2) In the event that there is any use of data, information and information belonging to a third party submitted by the Cardholder to the Bank, the Cardholder declares that the Cardholder has obtained consent 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 liabilities of any kind either from the Cardholder or third parties that arise in the future in connection with this with the use of data, information and information that has obtained such written consent by the Bank.
- 3) If the Cardholder intends to make changes or withdrawals on the consent referred to in this provision, the Cardholder may submit a request in writing to the Bank in accordance with the procedures applicable at the Bank.

#### **10. Taxes**

- 1) The Cardholder agrees to comply with the applicable tax provisions of the country in which the Cardholder resides/resides and is responsible for all taxes, duties, charges and deductions required by applicable banking law or practice (together



with all associated fines, interest and expenses) in respect of a transaction or the Cardholder's Card Account.

- 2) In the event that the Cardholder is not a resident of the United States, the Cardholder shall represent and warrant that the Cardholder is not a resident of the United States under the United States tax definition for United States income tax purposes, and the Cardholder is not acting on behalf of residents of the United States. The Cardholder acknowledges that false statements or misinterpretations of tax status by United States persons may result in a violation under United States law.
- 3) If there is a change in the Cardholder's citizenship status to a U.S. citizen or U.S. resident either now or in the future, the Cardholder is obliged to convey to the Bank within 30 (thirty) calendar days from the change of status. With respect to the change in the citizenship status in point 2 above, the Cardholder agrees that the Bank reserves 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 another alternative account. Accordingly, the Cardholder agrees to bear all costs and charges incurred by the Bank for such needs.

#### **11. Objections and Complaints**

- 1) The Cardholder may submit a disclaimer and/or complaint against the Credit Card through:
  - (i) 24-hour service Ask OCBC at 1500-999 (Domestic) or 021-26506300 (Abroad)
  - (ii) Come to the nearest OCBC branch
  - (iii) Email to tanya@ocbc.id
  - (iv) WhatsApp Service Ask OCBC at +62 812-1500999
  - (v) Live Chat and Live Call features on OCBC mobile
- 2) In the event that the Cardholder submits a rebuttal and/or complaint orally, the Bank will resolve it within 5 (five) Business Days. However, if the objection and/or oral complaint is not resolved within the time limit, the Bank will ask the Cardholder concerned or his/her legal attorney to submit the supporting documents.
- 3) The Bank is required to follow up and resolve the complaint in writing no later than 10 (ten) working days after the document is received in full (if any).
- 4) In the event that there are the following conditions, the Bank may extend the period for a maximum of 10 (ten) working days from the period as referred to in paragraph (3) above:
  - a. The branch office of the Bank that receives the complaint is not the same as the branch office of the Bank where the problem was complained of and there are communication problems between the two branch offices of the Bank;
  - b. Complaints submitted by Cardholders require special research or examination of Bank documents; and/or
  - c. There are other things that are beyond the Bank's control.
- 5) In the event that the Cardholder rejects the response to the complaint from the Bank, the Customer may elect a dispute resolution through the Alternative



Dispute Resolution Institution contained in the List of Alternative Dispute Resolution Institutions determined by the Financial Services Authority within 30 (thirty) days, and if this is not achieved, the parties agree to choose a non-exclusive legal domicile at the South Jakarta District Court Clerk's Office in Jakarta.

- 6) The Cardholder has the right to obtain advocacy, protection, and efforts to handle complaints and resolve disputes in accordance with the provisions of laws and regulations.

## **12. Grant of Power of Attorney**

- 1) All powers granted by the Cardholder to the Bank in accordance with these Terms and Conditions:
  - a. Irrevocable;
  - b. Allow full substitution rights;
  - c. Allow full representation by the Cardholder, anywhere and against any person, in all matters and actions in connection with matters relating to this power.
- 2) The grant of power of attorney in these Terms and Conditions is an essential and inseparable part of these Terms and Conditions, which would not be approved without such authority. The Cardholder agrees that the power granted by the Cardholder in these Terms and Conditions shall not be cancelled or terminated during the course of the business relationship between the Cardholder and the Bank or for any reason, including but not limited to the statements in Articles 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 gives written authorization to a representative appointed by him in Indonesia, to settle accounts and bills for the Credit Card on behalf of and/or the Cardholder's dependents.

## **13. Waiver of Rights**

The Bank's failure or delay in exercising any right and/or authority under these Terms and Conditions shall not be deemed to be a waiver or waiver of such rights and/or authority, and shall not eliminate the Bank's right to exercise the same or other rights and/or authorities at a later date.

## **14. Severability**

In the event that a provision of these Terms and Conditions becomes invalid, invalid or unenforceable based on the provisions of the prevailing laws and regulations (including but not limited to the provisions of the Financial Services Authority (OJK), Bank Indonesia and so on), then (i) the enforceability, validity and enforceability of the other provisions in these Terms and Conditions shall not, in any way, affected, diminished or impaired, remains valid and binding; and (ii) the Cardholder hereby agrees that the Bank has the right to adjust such invalid/unenforceable provision(s) with applicable laws and regulations and/or government policies, so that they can be implemented by the Bank and the Cardholder.

## **15. Waiver**

For the purpose of terminating these Terms and Conditions, the Bank and the Cardholder hereby waive the provisions of Article 1266 of the Civil Code, thus no determination or court judgment is required for its enforcement.



## **16. Changes**

The Cardholder agrees and understands that the Bank has the right to amend, correct, add and/or reduce the provisions in these Terms and Conditions, with a 30 working day's notice before the effective date of such changes to the Cardholder through a medium deemed appropriate by the Bank while still paying attention to the applicable provisions and laws and regulations. If the Cardholder does not agree to the change, the Cardholder can apply for the closure of the Credit Card without being subject to penalty, by first paying off all outstanding obligations.

## **17. Notifications and Data Updates**

- 1) All correspondence or notices required by the Bank to the Cardholder or Cardholder to the Bank regarding or in connection with these Terms and Conditions shall be by registered mail, by courier or e-mail, to the mailing address provided by the Bank to the Cardholder or the Cardholder to the Bank. Any 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 post, it is recorded 7 (seven) calendar days after the date of delivery; and/or
  - c. If sent via e-mail at the time of receipt, confirmation has been received.
- 2) If there is a change of address, each Bank or Cardholder must immediately notify the other party in writing.
- 3) In the event of a change in the Cardholder's address and/or data, without prior notification to the Bank, the Bank shall not be responsible if the correspondence or notices sent by the Bank are not received by the Cardholder.
- 4) In the event that the notice and/or communication is delivered by the Cardholder by telephone or by OCBC Enquire, the Cardholder agrees that the Bank will record the conversation.
- 5) The Cardholder may make notices and/or communications through the medium of his/her choice and be responsible for all losses, costs and expenses incurred due to any reason related to such communications.
- 6) In order to improve the security of the Cardholder's transactions, the Bank will send a notification of certain transactions made by the Cardholder.
- 7) The Cardholder agrees that at any time the Bank may convey information in the form of features and/or other benefits in connection with the OCBC Credit Card through notifications and/or other communications.
- 8) The Bank and the Cardholder agree to consider the notices and/or communications submitted by the Bank or the Cardholder as valid evidence. The Bank reserves the right to contact and/or disclose information and information from third parties recorded in the Bank's internal systems and/or other third parties acting on behalf of the Cardholder or acting as Cardholder's guarantor and/or social media channels and/or other official sources of information to fulfill the Bank's obligations in updating Cardholder data in accordance with the provisions of 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 updating the Cardholder's data mentioned above will hereafter become the Cardholder's billing address ("Billing Address"). In the event that there is a Credit Card bill that has been due but the Cardholder has not made a payment, then the Bank has the right to use the Billing Address to make billing and/or other Communication interests.

#### **18. Applicable Legal Domicile**

- 1) These Terms and Conditions are subject to and governed by the laws of the Republic of Indonesia.
- 2) In the event of a dispute or dispute ("Dispute") in relation to these Terms and Conditions, the Bank and the Cardholder agree to resolve the dispute by means of deliberation for consensus through the Alternative Dispute Resolution Institution contained in the List of Alternative Dispute Resolution Institutions determined by the Financial Services Authority within 30 (thirty) days, and if this is not achieved, the parties agree to choose a non-exclusive legal domicile at the Pantera Office of the South Jakarta District Court in Jakarta, but this does not reduce the Bank's right and authority to file a lawsuit against the Cardholder in other courts both within and outside the territory of the Republic of Indonesia.
- 3) The Cardholder has the right to obtain advocacy, protection, and efforts to handle complaints and resolve Disputes in accordance with the provisions of laws and regulations.

#### **19. Language**

These Terms and Conditions are made in the Indonesian version. In the event that these Terms and Conditions are made in the English version, then the two language versions have the same legal force, but the Bank and the Cardholder agrees that if there is a discrepancy or conflict in the meaning or interpretation between the Indonesian and English texts, the Indonesian Text shall prevail.

#### **20. Indications of Cheating**

Cardholders and Banks are obliged to comply with the laws and regulations related to anti-corruption and anti-bribery applicable in Indonesia and carry out appropriate actions, including but not limited to complying with laws

Number 11 of 1980 concerning the Crime of Bribery and its amendments, Law Number 31 of 1999 concerning the Eradication of Corruption and its amendments, and Law Number 20 of 2001 concerning Amendments to Law Number 31 of 1999 and its amendments in the future.

The Cardholder is prohibited from giving any amount of money and/or gifts or in any form other than what is agreed in these Terms and Conditions, to the Board of Directors/Employees or any other party representing the Bank.

If the Cardholder is aware of any incident or indication of irregularities, violations of the code of ethics and law as well as indications of fraud related to the above provisions, carried out by the Board of Directors/Employees of the Bank or other



parties representing the Bank, then the Cardholder is obliged to submit, through the website: <https://whistleblowing.ocbc.id> or e-mail : [whistleblowing@ocbc.id](mailto:whistleblowing@ocbc.id) (The bank guarantees the confidentiality of the identity of the whistleblower and reports can be made by not providing identity (anonymous)).

## **21. Protection of Personal Data**

- 1) If Personal Data relating to the Cardholder is or will be collected, used, or disclosed by the Bank, the Cardholder agrees that the disclosure of such Cardholder Personal Data will be used for the purposes reasonably required by the Bank in connection with the provision of products and/or services to the Cardholder.
- 2) In the event that Personal Data relates to any individual other than the Cardholder, and is or will be collected, used or disclosed by the Cardholder to the Bank or its affiliates or parties cooperating with the Bank, the Cardholder hereby confirms and declares that the individual whose Personal Data is disclosed in connection with the provision of facilities and/or products/services to the Cardholder or at the request of or through the Cardholder from time to time, has, prior to such disclosure, understood and consented to such disclosure, and collection (including but not limited to by voice call recordings or electronic systems), the use and disclosure of their Personal Data by the Bank or its affiliates or parties cooperating with the Bank for the purposes reasonably necessary in order to provide the Cardholder with facilities and/or Products/services.
- 3) Cardholders and other individuals as set out in this paragraph are required to read our Privacy Policy accessible on the website <https://ocbc.id/kebijakan-privasi> which further regulates the disclosure, grant, rights of the subject of Personal Data, the basis of processing, storage and other matters related to the protection of Personal Data including the granting of access rights to Personal Data. The Privacy Policy is an integral and integral part of these Terms and Conditions.

**22.** The Cardholder has been given sufficient time by the Bank to read, study and understand all of these Terms and Conditions, including brochures, forms and any other forms of documents relating to the Credit Card which constitute a single and integral part of these Terms and Conditions and the Cardholder agrees to be subject to and bound by such documents.

**23.** By accepting and using the Credit Card by the Cardholder, the Cardholder agrees and is bound by these Terms and Conditions as well as other terms and conditions issued by the Bank in connection with the Credit Card.

**24.** These Terms and Conditions have been adjusted to the provisions of the laws and regulations including the regulations of the Financial Services Authority.

For further information regarding these Terms and Conditions, Cardholders may contact the Bank via Tanya OCBC at 1500999 or +62-21-26506300 (from overseas).

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