

TERMS AND CONDITIONS FOR THE USAGE OF ATM/DEBIT CARDS

Following are all the amendments and/or renewals (“**Terms and Conditions**”) which form an indivisible and inseparable part of the General Terms and Conditions for Opening an Account at PT Bank QNB Indonesia Tbk (Terms for Opening an Account) and the Bank product forms that the Customer has signed.

Hereby the Customer agrees and binds him/herself to all the conditions in these Terms and Conditions with the following terms and conditions :

Article 1: DEFINITIONS

Unless otherwise defined in these Terms and Conditions and unless otherwise defined by the context of the sentence, words that begin with a capital letter and have been defined in the Terms for Opening an Account have the same meaning as the terms or words which are written beginning with a capital letter in these Terms and Conditions. These words have the following meaning:

- 1.1 **ATM** or Automatic Teller Machine is a machine that functions as a terminal to conduct various banking transactions, among others, cash withdrawals, money transfers/remittance, balance inquiry, purchases, payments, as well as other banking transactions.
- 1.2 **Issuing Bank for ATM/Debit Cards** is PT Bank QNB Indonesia Tbk., domiciled in Jakarta.
- 1.3 **Processing Bank** is a Bank that collaborates with merchants enabling processing of ATM/Debit Cards to conduct transactions at the merchant.
- 1.4 **EDC (Electronic Data Capture)** is an electronic device that is used to validate/authorize Transactions using Debit Cards or Credit Cards, which is connected to the Bank’s network system.
- 1.5 **NPG/National Payment Gateway (GPN/Gerbang Pembayaran Nasional)** is a domestic payment system that integrates inter-bank transactions in Indonesia.
- 1.6 **ATM/Debit Card** is a card with GPN logo that is issued by a Bank, which can be used by the Card Holder to conduct Transactions through ATM machines and/or other facilities that are determined by the Bank. Besides that, it can be used as a tool for payments using cards to conduct payments for obligations that arise from economic activities, including cash withdrawals, fund transfers, purchases, and/or other transactions.
- 1.7 **Customer** is the Account Owner or Card Holder.
- 1.8 **Card Holder** is an individual Customer of the Bank who owns an ATM/Debit Card, for an Account at the Bank and has filled in and signed forms for opening an individual Account or an application form for opening an additional account and/or other facilities.
- 1.9 **Participating Institution** means a company in Indonesia or other places, which from time to time participates or is directly or indirectly involved in the provision of ATM services and Debit Card services.
- 1.10 **PIN or Personal Identification Number** means a secret code combination consisting of a combination of 6 digits, which is made by the Card Holder as access to be able to conduct transactions using ATM/Debit Card.

- 1.11 **Account** means savings account (Savings Account / Premium Savings Account), checking account or loan in the name of the Customer at the Bank, both existing/already opened or other accounts that will be opened in future, from which funds can be withdrawn at any time using withdrawal instruments.
- 1.12 **Minimum Balance** is the amount of funds that must be available in the Account and cannot be debited by the Customer. The minimum balance for each Account type may vary from each other and is decided by the Bank from time to time.
- 1.13 **Transaction** is a banking transaction related to the Account, which is conducted by a Customer through a Bank's *counter teller*, through the Bank's ATM, through the ATM of other banks that display logos from brand owners or other parties that will be determined by the Bank, through EDC at shops/businesses/merchants which can receive payments with Debit Cards, through *phone banking*, *Short Message Service (SMS) banking*, *mobile banking*, *internet banking* or other electronic banking networks that will be determined by the Bank from time to time.

Words in singular form will also include the plural forms, and vice versa. Clauses and titles are only to make referencing easier and do not influence the interpretation in these Terms and Conditions.

Article 2: ISSUANCE OF ATM/DEBIT CARD

- 2.1 Upon request from the Customer the Bank can issue an ATM/Debit Card and Customer is obligated to comply with these Terms and Conditions.
- 2.2 Customer must get the ATM/Debit card issued by the Bank in person, and verification is conducted accordingly to ensure that the physical ATM/Debit Card was handed over to the Customer himself/herself.

Article 3: CONDITIONS FOR ATM/DEBIT CARD HOLDERS

- 3.1 The ATM/Debit Card that the Bank has given to the Customer is the Bank's property and should be returned by the Customer if the Bank requests it.
- 3.2 The Customer who receives the ATM/Debit Card is obliged to put his/her signature on the panel on the back of the ATM/Debit Card. By accepting and/or signing the ATM/Debit Card, the Customer is deemed to have agreed to the conditions that are valid for the Customer as the Holder of the ATM/Debit Card.
- 3.3 The ATM/Debit Card shall not be transferred to anyone for any reason whatsoever. Customer to whom the Bank has given the ATM/Debit Card is the valid user to use the ATM/Debit Card to conduct transactions at the ATM and dan EDC machines in shops (merchants).
- 3.4 The Bank at its own discretion and with notification to the Customer, has the right to at any time increase, reduce, or change the maximum usage limit, the method of usage, operating hours for ATM machines, or other matters related to the use of ATM/Debit Cards. Cancellation of transactions using EDC in shops (merchants) can be done with mutual agreement between the Customer and shop (merchant). For this cancellation the merchant will provide proof of credit in the form of a credit slip in the amount of the Transaction that was cancelled, which will then be credited by the Processing Bank to the Customer's account through the Bank.
- 3.5 In the event of theft or loss of the ATM/Debit Card, Customer is obligated to report it in writing to the Bank, accompanied by a statement letter from the Police Department or through *contact center* which operates 24 hours at the first opportunity, followed by an application for replacement of the ATM/Debit Card. As follow up to the Customer's report, the Bank is Obligated to block the ATM/Debit Card upon request by the Customer, for a period in accordance with the Customer's

- request, according to prevailing rules and reregulations of law, or the Bank's policies. In connection with the issuance of a new ATM/Debit Card, an administration fee will be imposed on the Customer, the amount of which will be determined by the Bank from time to time, which will be conveyed to the Customer in writing and/or through other media determined by the Bank.
- 3.6 Customer is fully responsible for all Transactions that were conducted before the report of ATM/Debit Card loss/theft was received by the Bank.
- 3.7 All Transactions, both Transactions through ATM or through EDC at shopping places (*merchants*), will be billed in IDR currency and directly debited from the Customer's Account Transactions that are conducted in non-Rupiah currency will be first converted into Rupiah based on the exchange rate that will be determined by the Bank at the time the transactions are booked.
- 3.8 The Bank will not be responsible for damages/failures/problems in the functioning of the ATM/communication tools/computers/networks caused by matters outside the Bank's reasonable control or as result of *force majeure* situations resulting in failure of ATM/Debit Card usage.
- 3.9 Because of system limitations, information regarding accounts, interest rate, and currency exchange rates do not always reflect the latest information. In case of differences, written statements validated by bank officials are deemed valid.
- 3.10 The Bank will respond to Customer complaints/claims on all Transactions, both Transactions through ATM or through EDC at shops (merchants), up to a period of 30 (thirty) days since the date the Transaction was conducted. After that time, Customer is deemed to have agreed with all Transactions, and the Bank will not respond to complaints.
- 3.11 The Bank has the right to terminate the use of the ATM/Debit Card based on the Bank's policies and considerations with a written advance notice to Customer, if Customer defaults or does not comply with the terms and conditions related to the ATM/Debit Card or if the Customer files for and is declared bankrupt and/or is involved in a case that results in the confiscation of the Customer's entire property or part thereof.
- 3.12 The Bank and Customer are obliged to settle all obligations that have not been settled yet at the time of termination of electronic banking services that the Customer requested or termination due to the bank's policies/considerations in accordance with the prevailing rules and regulations of law. The ATM/Debit Card that the Customer has terminated/returned to the Bank before its expiry date should be cut up/destroyed.
- 3.13 At its own discretion and as part of applying the principles of prudence, the Bank has been authorized by the Customer to at any time delay, terminate the ATM/Debit Card services and/or other electronic banking services without informing the Customer in advance if according to the Bank there is indication of certain criminal activities and/or fraud/and/or if there are shifts or changes in the Bank's systems related to the Customer's electronic banking services.
- 3.14 If Customer's account does not have sufficient funds or balance to conduct a transaction, the Bank has the right to decline the transaction that the Customer conducts.
- 3.15 At its discretion and to protect the interest and security of the Customer the Bank can approve or decline transactions that the Customer conducts.
- 3.16 Customer is responsible for every banking transaction that he/she conducts using the ATM/Debit Card and gives the Bank power and authority to debit the Customer's account in the amount of the transaction that the Customer conducted.

Article 4: USE OF ATM/DEBIT CARD

- 4.1 The ATM/Debit Card can be used by the Card Holder to conduct the following transactions :

- a. Cash withdrawal at the Bank's ATM machines, other banks' ATM machines, among others those that collaborate with the Bank through ATM Bersama, ATM PRIMA networks and/or other networks that the Bank will announce later;
 - b. Book-entry settlement between accounts at the Bank and transfer between banks in IDR currency through the Bank ATM, other banks' ATM through ATM Bersama and ATM PRIMA networks;
 - c. Payment of various bills and purchase of prepaid phone credit through the Bank's ATM;
 - d. Others that are determined and announced by the Bank through counters, ATM and/or other means that are determined by the Bank.
- 4.2 The procedure/method for using the Bank's ATM/Debit Card through the ATM machine is as follows:
- a. Insert the Bank's ATM/Debit Card;
 - b. Enter PIN. If you enter the wrong PIN number for 3 (three) consecutive times, the ATM/Debit Card will be blocked. Opening the blocked card can be done at the Bank's branch offices on working days during work hours by bringing the ATM/Debit Card and ID Card of the Card Holder;
 - c. Select the transaction that you want.
- 4.3 The procedure/method for using the Bank's ATM/Debit Card through an EDC machine is as follows:
- a. Insert the Bank's ATM/Debit Card;
 - b. Check the transaction amount on the EDC machine screen;
 - c. Enter PIN. If you enter the wrong PIN number for 3 (three) consecutive times, the ATM/Debit Card will be blocked. Opening the blocked card can be done at the Bank's branch offices on working days during work hours by bringing the ATM/Debit Card, proof of account ownership, and ID Card of the Card Holder.
- 4.4 ATM/Debit Card services can be used at any time, except during routine maintenance, refilling money, and/or especially for Debit Cards if there is no network coverage, or other matters beyond the Bank's control, for example force majeure, such as natural disasters, war or war-like situations, disturbances, riots, blockades, embargoes, sabotages, strikes, prohibitions to work, fires, floods, delayed transfer from *sub-contractors*, or incidents beyond control of the Bank or participating Institutions.
- 4.5 Customer cannot conduct Transactions using ATM/Debit Card on the Minimum Balance in the account.

Article 5: USE OF PIN

- 5.1 The ATM/Debit Card is used with a PIN and the Bank will provide a PIN for the new ATM/Debit Card to the Customer, obligating the Customer to change the PIN and guarding/protecting the PIN in accordance with the security procedures and other terms defined by the Bank and/or Participating Institutions as stated in this article.
- 5.2 Customer is obligated to immediately inform the bank if:
- a. The Customer's ATM/Debit Card PIN is known to any third party; or
 - b. The ATM/Debit is lost or damaged or is used by another person who does not have the right to it.
- 5.3 After the Bank receives notification from the Customer regarding the matter stated in article 5.2 above, the Bank can suspend or cancel the use of the ATM/Debit Card.
- 5.4 If an event as stated in article 5.2 point a above has happened, Customer must change the PIN for the ATM/Debit Card, but the Bank has the right to reject the number that Customer has chosen due to certain reasons for the Customer's interest and security and when an event as stated in

article 5.2 point b above, upon the Customer's request and the Bank's consideration, the Bank can issue a replacement ATM/Debit Card.

- 5.5 Customer is obligated to keep the ATM/Debit Card in a safe place and the Customer is obligated to take all security steps to prevent falsifying, fraud, loss or theft, illegal use related to the Customer's ATM/Debit Card and PIN, among others, Customer is responsible for keeping the PIN secret and not disclosing the ATM/Debit Card's PIN to other parties for any reason and being careful when conducting Transactions at ATM machines and when conducting payment Transactions at merchants.
- 5.6 The illegal use of PIN or ATM/Debit Card due to the Customer's negligence resulting in a Transaction is the full responsibility of the Customer, and the Bank is exempted from all liability, losses, compensation claims, objections, and claims resulting therefrom, except if the Customer can prove that it is the Bank's fault.
- 5.7 The use of Personal Identification Number (PIN) for electronic banking transactions, as well as the signing of *sales draft/sales slip* for transactions using EDC machines at shops (*merchants*) have the same legal power as a written order/instruction that is signed by the Customer. If the Customer wants to get a copy of the transaction slip (sales draft/sales slip) through the Bank as proof, Customer will be charged a fee for the copy of the sales draft/sales slip the amount of which will be determined by the Bank.
- 5.8 In the event that Customer forgets the PIN, and Customer applies for a new PIN to the Bank, Customer will be charged a fee for reprinting the PIN, the amount of which will be determined by the Bank from time to time and will be communicated by the bank to the Customer in writing and/or through media determined by the Bank.

Article 6: VALIDITY PERIOD OF ATM/DEBIT CARD

- 6.1 The ATM/Debit Card validity period is until the last date of the month and year printed in the ATM/Debit Card, except if it has been cancelled by the Bank before that (with written advance notice to the Customer) or upon request by the Customer.
- 6.2 If the validity period of the ATM/Debit has ended and the Account is still active, Customer is obligated to extend ownership of the ATM/Debit Card by contacting the Bank's branch where the account was opened / processed or the nearest branch of the bank.
- 6.3 In the event of government regulations, internal policies, or certain conditions that necessitates the Bank to replace/change the ATM/Debit Card before the card's expiry date, at the Bank's own discretion and by providing advance notice to the Customer in accordance with the prevailing rules and regulations of law, the Bank has the right to define rules that obligate the Customer to replace the ATM/Debit Card and make changes to the ATM/Debit Card rules in accordance with prevailing regulations of law and internal policies at the Bank.

Article 7: REPLACEMENT OF THE BANK'S ATM/DEBIT CARD

- 7.1 If the Bank's ATM/Debit Card is lost or damaged, the Card Holder can apply for a replacement to the Bank at the Bank's branch office that will be determined by the Bank and will be communicated to the Card Holder in a form or through a means in accordance with regulations of law and internal policies at the Bank.
- 7.2 The application for a replacement of the Bank's ATM/Debit Card that was damaged must be done by showing the damaged ATM/Debit Card to the Bank.

Article 8: CLOSURE OF THE BANK'S ATM/DEBIT CARD

- 8.1 Customer/Card Holder has the right to stop using the ATM/Debit Card services by complying with the following rules:
- a. Provide a written ATM/Debit Card termination letter to the Bank;
 - b. Hand over the bank's ATM/Debit Card that is owned by the Card Holder;
- 8.2 Termination of the ATM/Debit Card will be done by the Bank if :
- a. The Card Holder requests termination of the ATM/Debit Card
 - b. The account that is related to the Bank's ATM/Debit Card is closed; or
 - c. The Card Holder's account status changes from "or" to "and" (in the case of a joint account); or
 - d. In the Bank's opinion there are indications of criminal activities using the account and/or the ATM/Debit Card

Article 9: HANDLING OF COMPLAINTS (REPORTS)

- 9.1 Complaints to the Bank related to the use of the Bank's ATM/Debit card can be conveyed by the Card holder to the Bank's Branch Office or through the Bank's *Contact Center* that is mentioned on brochures, the website or other information media that are valid for the Bank. To handle the complaints/reports the Bank has the right to request Customer/Card holder to provide a copy of the Customer's/Card Holder's ID and supporting documents in accordance with prevailing rules at the Bank(for example bank book or account statement).
- 9.2 Customer/Card Holder complaints that are conveyed to the Bank after 3(three) months or more since the transaction date will not be processed by the Bank.
- 9.3 The Bank has the right to recheck or verify the Customer's identity before providing services in accordance with the procedures determined by the Bank from time to time by taking into account prevailing rules of the law.
- 9.4 Hereby Customer gives permission to the Bank to record or take notes of the Customer's discussions with the bank through this service.

Article 10: FEES

- 10.1 Customer is obligated to pay fees related to the use of ATM/Debit Cards with 24 hours ATM services that are provided by the Bank and ATM/Debit card services in the amount that the Bank will determine from time to time with written notice to the Customer including fees for replacement of the ATM/Debit Card if an event happened as described in article 5.4 above, which will be debited from the Customer's Account.
- 10.2 The Bank has the right to change fees, tariffs, and interest rates with advance notice to the Customer before the changes take effect in accordance with prevailing rules and regulations of law. Before the changes take effect, if the Customer disagrees, Customer can terminate the product without compensation charges, but not including penalty fees that have been agreed upon before, and if until the changes take effect the Customer has not conveyed his/her objections, Customer is deemed to have agreed .

Article 11: PROOF

Customer is aware and agrees that the Bank's records are valid proof of the Customer's transactions and are binding for the Customer.

Article 12: OTHERS

- 12.1 If requested by the Bank, the Customer must give the Bank proper information or documents related to the Customer's ATM/Debit Card, including cooperation with the Bank in a legal investigation or process.
- 12.2 The Bank or Participating Institutions are not responsible for any inconvenience, losses or loss sustained by Customer or third party arising from an instruction given or allegedly given by the Customer related to a Transaction using an ATM/Debit Card, without taking into account the completeness of the information of the instruction that was given.
- 12.3 At its own discretion the Bank has the right to add or change these Terms and Conditions with notification to the Customer at the latest 30 (thirty) working days before it becomes effective. If the Customer does not agree with the addition or changes in these Terms and Conditions, Customer can return the ATM/Debit Card or contact the Bank to terminate the ATM/Debit Card services. If Customer continues to use the ATM/Debit Card after the notification, Customer is deemed to have agreed to the addition or changes to these Terms and Conditions.
- 12.4 If one of the rules in these Terms and Conditions becomes not valid, illegal, or not enforceable according to the laws that prevail in Indonesia, the validity, legality, or enforcement of the other rules in these Terms and Conditions will not be affected or disrupted because of it.
- 12.5 Failure to use or a delay in using a right or legal efforts by the Bank in accordance with these Terms and Conditions cannot be considered as a waiver, and full or part use of a right or legal effort will not prevent further use or other uses of it, or the use of other rights or legal efforts. The Bank's rights and legal efforts are cumulative and do not make exceptions for other rights and legal efforts that have been stipulated by the law.
- 12.6 All notifications and communications to the Customer can be :
- a. Sent through mail or sent directly to the last address that was given to the Bank; or
 - b. Sent through print or electronic media chosen by the Bank, and will be considered as having been given to the Customer on the date the notification was published or broadcast.
- 12.7 These Terms and Conditions comply with and are interpreted in accordance with the legal system, laws, and regulations of the Republic of Indonesia. For the enforcement of these Terms and Conditions and all legal consequences, the parties have chosen the Office of the Clerk at the South Jakarta District Court or another District Court that is relevant to the branch where the Customer's account was opened as legal and permanent domicile.
- 12.8 These Terms and Conditions can change with the Bank's advance notice to the Customer in accordance with prevailing rules and regulations of law.
- 12.9 Hereby Customer states that he/she has read, understood, and will comply with the rules written in these Terms and Conditions and the Conditions for opening an Account.
- 12.10 Hereby Customer states that all information/statements included in this form and used as basis for the opening of an Account are true, valid, accurate, and complete information.

THESE TERMS AND CONDITIONS HAVE BEEN ADJUSTED TO THE RULES AND REGULATIONS OF LAW, INCLUDING RULES AND REGULATIONS OF THE FINANCIAL SERVICES AUTHORITY.

..... [City, dd/mm/yyyy]



ATM/Debit Card Terms & Conditions

PT Bank QNB Indonesia Tbk

Customer Full Name