

## *Get to Know Your QNB Indonesia Credit Card*

### Front Side

#### 1. Your Name

The name indicated on the Indonesia Credit Card indicates only you as the legal owner entitled to use your QNB Indonesia Credit Card. Make sure that your name indicated on the QNB Indonesia Bank Credit Card is printed correctly and immediately inform through the 24-hour QNB Indonesia Contact Center (+62 21) 300 55 300 if an error or misspelling occurs.

#### 2. Term of Validity of QNB Indonesia Credit Card

The term of validity commences as from the time at which the Card is issued up to the last date in the last month of the term of validity indicated on your QNB Indonesia Credit Card. The term of validity of QNB Indonesia Credit Card shall be automatically extended by the QNB Indonesia Card Center, unless you apply in writing for the cancellation of such extension.

#### 3. The Number of QNB Indonesia Credit Card

The number of your QNB Indonesia Credit Card consists of 16 (sixteen) digits. Such digits are required at the time you conduct payment transaction or in correspondence with the QNB Indonesia Card Center.

#### 4. Chip

For the purpose of security and convenience in conducting transactions, QNB Indonesia Credit Card is now equipped with a chip on the front side of your QNB Indonesia Credit Card. Such chip is used for the purpose of securing your data.

#### 5. Visa Logo

Your QNB Indonesia Credit Card is accepted at more than 15 (fifteen) million businesses all around the world bearing the Visa logo.

### Rear Side

#### 6. Signature Panel

Please make sure that you immediately affix your signature in the signature panel when receiving your QNB Indonesia Credit Card, both on a new Card as well as on an extended Card.

#### 7. Magnetic Stripe

The magnetic stripe on the rear side of your Card indicating data required for the process of authorizing your transactions, either purchase transactions or ATM cash withdrawals. Please keep your QNB Indonesia Credit Card away from objects containing magnet (electronic devices) as they can cause the erasing of data from the magnetic stripe.

## *Terms and Conditions for the use of QNB Indonesia Credit Card*

These Terms and Conditions for the Use of QNB Indonesia Credit Card (along with any and all amendments, attachments and supplements thereto from time to time referred to as “**General Terms and Conditions for Credit Card**”) shall be a contract between the Card Holder and PT Bank QNB Indonesia Tbk (“**Bank**”) domiciled in the Municipality of South Jakarta, Indonesia, hence prior to using QNB Indonesia Credit Card, the Card Holder concerned shall be obligated to read and understand the terms and conditions for the use of QNB Indonesia Credit Card as provided for in these General Terms and Conditions for Credit Card.

In the event of any matters requiring further explanation related to the Card and/or these General Terms and Conditions for Credit Card, the Card Holder can contact QNB Indonesia Contact Center on telephone number **(+62 21) 300 55 300** as indicated in the Billing Statement or on the rear side of each Card issued in the name of the Card Holder concerned.

### 1. Definitions

The following definitions shall be applicable to all terms and conditions for the use of this Card, unless specifically determined otherwise:

- 1.1 “**Acquirer**” shall be bank/non-bank institution engaging in cooperation with merchants whereby the merchant concerned is able to process Transactions from the credit card issued by a party other than the *acquirer* concerned.
- 1.2 “**Billing Address**” and/or “**Card Holder’s Domicile**” shall be the billing address and/or current address including but not limited to home, office, e-mail, boarding house, rented house and others as indicated in the Credit Card Application filled out and signed by the Card Holder.
- 1.3 “**Credit Card Application (hereinafter referred to as “Card Application”)**” shall be a form or application provided by the Bank to be filled out by the prospective Card Holder using data required by the Bank.
- 1.4 “**ATM**” shall be Automated Teller Machine which can be used by the Card Holder to conduct Cash Withdrawal, either in the Bank’s ATM network or the ATM network of other banks engaging in cooperation with the Bank and any other ATM bearing the Visa logo, located in Indonesia or overseas or at other places appointed by Visa International.
- 1.5 “**Credit Limit**” shall be the maximum credit facility ceiling available to the Card Holder for Purchases and/or Cash Withdrawal, approved by the Bank for each Card Account for each Card Holder, including any alterations thereto from time to time as intended in Clause 5 of these General Terms and Conditions for Credit Card.
- 1.6 “**Cash Withdrawal Limit**” shall be the overall Cash Withdrawal limit calculated based on the percentage of the Card Holder’s applicable Credit Limit, unless determined otherwise by the Bank from time to time.
- 1.7 “**Administration Fee**” shall be fees charged by the Bank to the Main Card Holder related to the Card Account. The type and amount of Administration Fee shall be described further in Clause 9.2 of these General Terms and Conditions for Credit Card.
- 1.8 “**Additional Charges**” shall be fees charged to the Card Holder upon his/her own approval related to additional chargeable facilities provided by the Bank related to the Card and/or Total Statement, including but not limited to life insurance facility related to the Total Statement.
- 1.9 “**Interest**” shall be charges imposed in the event of the following:
  - a. For purchase Transactions: not making Payment, making incomplete /full Payment after Payment Due Date.
  - b. For cash withdrawal Transactions: not making Payment, making incomplete Payment before/after Payment Due Date.
- 1.10 “**Fixed Installments**” shall be monthly installments in fixed amounts of loan and/or financing facility provided by the Bank credited to the Card Account related to a Transaction between the Card Holder and a certain Merchant.
- 1.11 “**Penalty**” shall be late payment Penalty charged to a Card Holder who does not make Payment or makes Payment below the determined Minimum Payment or makes Payment after the Payment Due Date.
- 1.12 “**Business Day**” shall be every day, except for Saturday, Sunday and other official holidays determined by the government of the Republic of Indonesia, on which banks all over Indonesia are open for business and conduct business activities as well as Transaction clearing.
- 1.13 “**Billing Statement**” shall be notice to the Main Card Holder concerning the Total Statement, the amount of Minimum Payment and Payment Due Date to make Payment within a certain Card billing period, which can be sent by the Bank in printed (written) form sent by post or it can be sent by the Bank in digital form through other media.
- 1.14 “**QNB Indonesia Credit Card**” (hereinafter referred to as “**Card**”) shall be a Payment instrument in the form of credit Card which can be used to make Payment of obligations arising from an economic activity, including Purchases and/or Cash Withdrawals, whereby the Card Holder’s

Payment obligation is first fulfilled by the Bank and the Card Holder concerned is obligated to make Payment on the Payment Due Date either by making full payment in one amount or in stages (increments). This QNB Indonesia Credit Card is issued by the Bank using chip technology based on license from Visa International and it is issued in the Card Holder's name, either the Main Card or Additional Card.

- 1.15 "**Term of Validity**" shall be the period during which the Card Holder can use his/her Card to conduct Transaction, namely as from the issuance of the Card up to and including the last day of the month and year as indicated on the Card.
- 1.16 "**Merchant**" shall be the seller of goods and/or services receiving Payment for Purchase from the Card Holder and possesses electronic data capture (EDC) instrument required to complete such Transaction and possesses/affixes Visa logo in the shop/building space concerned.
- 1.17 "**Purchase**" shall be Transaction for acquiring goods and/or services whereby Payment is made by using Card.
- 1.18 "**Payment**" shall be any Transaction for the Payment of Card Statement based on Billing Statement received and recorded in the Bank's books.
- 1.19 "**Minimum Payment**" shall be the smallest amount of Payment the Card Holder is obligated to pay every month based on calculation as intended in Clause 6 of these General Terms and Conditions for Credit Card.
- 1.20 "**Minimum Outstanding Payment**" shall be the portion of Minimum Payment in the preceding month not paid up to and including the date of printing the Billing Statement for the subsequent month.
- 1.21 "**Written Notice**" shall be notification of change in the General Terms and Conditions for Credit Card conveyed from time to time either simultaneously or separately from the Billing Statement, brochure and/or separate notification letter, which will subsequently form an inseparable part of these General Terms and Conditions for Credit Card.
- 1.22 "**Card Holder**" shall be the Main Card Holder and/or Additional Card Holder.
- 1.23 "**Cash Withdrawal**" (cash advance) shall be cash withdrawal through ATM in the form of Rupiah currency or other foreign currency using the Card.
- 1.24 "**PIN**" (Personal Identification Number) shall be a personal identification number consisting of 6 (Six) digits for each Account of the Card Holder, which can be used as a means of verification and authentication on the Card before the Card Holder is able to access the banking services provided at the Bank and/or ATM.
- 1.25 "**QNB Indonesia Contact Center**" shall be a customer service system which can be contacted 24 (twenty-four) hours by the Card Holder on telephone number (+62 21) 300 55 300 which can be used to verify the authenticity of all facilities offered by the Bank and/or information provided by the Bank related to the Card and/or other products of the Bank.
- 1.26 "**Card Account**" shall be account (credit) in the Card Holder's name at the Bank related to the use of Card, including Main Card and Additional Card. "**Funds Account**" shall be the account of the Card Holder at the Bank which is one of the sources for the Payment of the Card Holder's obligations.
- 1.27 "**Total Statement**" or "**Outstanding Balance**" shall be the amount of the Total Statement for the use of Card which must be paid by the Card Holder on a certain day and which is to be billed in the Billing Statement as provided for in Clause 6.8 of these General Terms and Conditions for Credit Card.
- 1.28 "**Statement Date**" shall be the date on which the Bank issues a statement which is the last day in the billing cycle whereby the Billing Statement related to the Card Account indicates and includes all Transactions received and processed by the Bank up to the Bank's business hours on such date.

- 1.29 **"Payment Due Date"** shall be the date indicated in the Billing Statement which is the last date on which Payment must be made and shall have been received by the Bank in compliance with the terms of Payment as intended in Clause 6 of these General Terms and Conditions for Credit Card.
- 1.30 **"Transaction"** shall be a Purchase Transaction or Cash Withdrawal Transaction conducted by the Card Holder and recorded by the Bank in the Card Account concerned.

## 2. Effectiveness of the Terms and Conditions and Amendments

- 2.1 By signing the Card Application, activating and/or using the Card and as long as the Card Holder continues to use the Card, the Card Holder states that he/she has read, understood, accepted, agreed and bound himself/herself to be subject to all matters provided for under these General Terms and Conditions for Credit Card.
- 2.2 The Bank shall be entitled to change or supplement provisions including among other things in the benefits, features, charges and risks in these General Terms and Conditions for Credit Card, including provisions for certain specific matters related to the Card to be introduced by the Bank. The Card Holder shall be informed of such changes and matters by Written Notice and/or in the Billing Statement or in any other form and through any other means permitted by law and/or deemed appropriate by the Bank, provided that such Written Notice must be conveyed to the Card Holder by no later than 30 (thirty) Business Days prior to such change taking effect on the date stated by the Bank.
- 2.3 In the event that the Card Holder does not agree with such change, the Card Holder concerned can apply for closing the Card in his/her name whereupon the Bank shall close or discontinue the Card Account in the name of such Card Holder and the Card Holder concerned shall be obligated to first settle the entire amount of the Total Statement owed to the Bank.
- 2.4 In the event that following the date of change as intended in the notice conveyed and/or announced by the Bank the Card Holder does not convey an objection as intended in Clause 2.2 of these General Terms and Conditions for Credit Card and continues to use the Card after such change becomes effective, the Card Holder hereby expressly states his/her approval of such change and hereby states to be subject to all such changes without exception.
- 2.5 Every amendment, correction or addition to these General Terms and Conditions for Credit Card and the specific conditions stipulated by the Bank shall apply and shall constitute an integral and inseparable part of these General Terms and Conditions for Credit Card.
- 2.6 In the event of any inconsistency between the provisions of these General Terms and Conditions for Credit Card and other terms and conditions provided for by the Bank, the specific provisions concerning such matters shall govern.
- 2.7 The Bank shall be entitled to conduct validation of data for any specific period or from time to time either directly or indirectly at the Bank's discretion.

## 3. Card Issuance and Ownership

- 3.1 The Card shall be issued by the Bank based on written application by the prospective Card Holder meeting the requirements as Card Holder based on the provisions of applicable laws and regulations, including but not limited to the provisions of Bank Indonesia concerning Payment instruments using Card, and the internal requirements applicable at the Bank, including but not limited to minimum age limit, minimum income limit of the prospective Card Holder, the maximum number of credit Cards issued by other issuers, as well as the provisions of these General Terms and Conditions for Credit Card.
- 3.2 With the issuance of this Card, the Card Holder has obtained credit facility from the Bank (hereinafter referred to as **"Credit"**) which is to be administered by the Bank in the Card Account in the name of the Card Holder at the Bank.
- 3.3 The Card shall remain the Bank's property at all times and it shall be provided to the Card Holder for use in compliance with these General Terms and Conditions for Credit Card and accordingly this Card must be forthwith returned after it is cancelled and/or the Bank requests for it to be returned without obligation on the Bank's part to provide any justification whatsoever.

- 3.4 During the Term of Validity of the Card, the Card Holder shall be the only person entitled to use it and therefore Card cannot be transferred and/or pledged by any reason/means whatsoever to any person whatsoever.
- 3.5 After receiving the Card for the first time, the Card Holder must activate it within 3 (three) months after he/she receives the Card, in order to avoid the Card being misused and must sign the rear side of the Card and must exercise care at all times in using and/or safekeeping the Card and/or the PIN and/or the CVV2 digits, among other things to avoid misuse and/or violations and/or offense by irresponsible third parties against the Card and/or Card Holder, among other thing by not providing the Card and/or PIN and/or CVV2 digits to any other party for any reason whatsoever and not writing the PIN and/or CVV2 digits in any media whatsoever, and exercising care at all times when conducting Transactions at ATM as well as electronic PurchaseTransactions (online shopping).
- 3.6 With due observance of prudential provisions for Card use under Clause 3 of these General Terms and Conditions for Credit Card, the Card Holder hereby states and agrees to be fully responsible for all Transactions conducted by using the Main Card and Additional Card, including the event of the Main Card and/or Additional Card being lost and/or misused by another person for any reason whatsoever, without prejudice to the applicability of the chargeback provision under Clause 12 of these General Terms and Conditions for Credit Card.
- 3.7 In the event that the Card Holder does not fulfill and/or violates these General Terms and Conditions for Credit Card and/or the provisions of applicable laws and regulations and/or in the event that the Card Holder does not pay the obligations owed to the Bank and/or based on certain considerations by the Bank, the Card Holder understands and agrees that the Bank shall be entitled at any time to:
- 3.7.1 reject any Purchase Transaction or Cash Withdrawal conducted by the Card Holder;
  - 3.7.2 Cancel, halt and revoke all rights attaching to all Cards issued in the Card Holder's name, with prior notification letter to the Card Holder;
  - 3.7.3 Request the Main Card Holder to forthwith pay all outstanding balance in his/her account even though it has not yet become payable;
  - 3.7.4 Cancel unconditionally and/or reduce the ceiling of Credit Limit which has not yet been drawn/used by the Card Holder;
  - 3.7.5 Declare bankruptcy petition against the Card Holder and/or guarantor (if any);
  - 3.7.6 State that the Card Holder has defaulted or has been negligent in exercising the obligations arising from other agreements with the Bank;
  - 3.7.7 Block (either temporarily or permanently) and/or cancel the Card in the event of the following:
    - a. the Card Holder:
      - 1) Exceeds the Credit Limit stipulated by the Bank for the Card held by him/her;
      - 2) Violates these General Terms and Conditions for Credit Card and/or the Bank applicable provision along with any amendments/renewals as well as other existing or future provisions;
      - 3) The Card Holder's name is indicated in Bank Indonesia's Black List and/or the Black List of *Asosiasi Card Credit Indonesia (AKKI)*(Indonesian Credit Card Association);
      - 4) Is indicated of having been involved in a criminal case or suspicious Transaction;
      - 5) Is declared to be under curatorship, to be in the condition of Suspension of Debt Payment obligations (*Penundaan Kewajiban Pembayaran Utang (PKPU)*) and/or bankrupt/dissolved/liquidated or business license revoked;
      - 6) His/her property is seized;
      - 7) Passes away hence his/her obligations must be settle by his/her heirs;
      - 8) In the Bank's view the Card Holder's and/or guarantor's (if any) finances, bona fide and solvability declines in a manner affecting the Card Holder's and/or

guarantor's (if any) capacity to fulfill their obligations under the Card's General Terms and Conditions for Credit Card;

- 9) The documents, statements, information provided by the Card Holder and/or guarantor (if any) to the Bank, in the Bank's view, are in fact not correct/not complete or the Card Holder has not provided information required by the Bank in a correct and complete manner;
- 10) There is a request from the Main Card Holder or his/her proxy or an order from the relevant authorities in accordance with the provisions of applicable law;
- 11) Has provided incorrect, invalid or false information, data or documents;
- 12) Has reported verbally or in writing about the loss/damage of Card to the Bank and the Bank is able to accept such report;
- 13) Based on the Credit Card Holder's quality report, there is a decline in the credit quality at another bank as provided for in applicable banking regulations and/or a decline in the quality of the Card Holder's assets declining to become less solvent, doubtful or non-performing;
- 14) Does not activate Card for 3 (three) months from the time of receiving the Card.

b. the Bank must follow the order of the relevant authority or government institution or the court; or

c. the Bank must comply with its internal policy; and

3.7.8. undertakes other acts which are appropriate in the Bank's view.

3.8 Term of Card Validity namely 4 (four) years unless the Bank or the Card Holder unilaterally cancels it prior to expiration of the same. In the event that the Term of Card Validity expires, the extension of Card shall be sent by the Bank automatically 1 (one) month prior to the expiration of the Term of Card Validity without prejudice to the Bank's right not to extend the Card Holder's membership due to certain considerations without requiring the Bank to inform about the reason therefor.

#### 4. The Use of Card and Card Facility

4.1 The Card Holder shall be entitled to use the Card in accordance with the function thereof, namely as Card Credit, along with all other facilities provided by the Bank to the Card.

4.2 Subject to the provisions of Clause 4.3 of these General Terms and Conditions for Credit Card, this Card can be used to conduct Transactions with prior authorization from the Bank, including but not limited to verification whether the Card is still within the Term of Validity and whether there is unused Credit Limit, under the following specific provisions:

4.2.1. Purchase Transaction conducted physically with Merchant: the Card Holder shall present the Card to the Merchant to be processed in the EDC device bearing the Visa/Plus logo for Card authorization process;

4.2.2. Purchase Transaction conducted electronically (electronic/online shopping) through website Merchant: the Card Holder can be requested to enter personal data related to the Card Holder and the Card as well as to enter Card verification number (*Card Verification Value 2* "**CVV2**"), namely the last 3 (three) digits indicated on the rear side of the Card for the Card authorization process;

4.2.3. Cash Withdrawal Transaction at ATM: the Card Holder shall be requested to enter the Card PIN in the ATM machine.

4.3 Without waiving other related provisions in these General Terms and Conditions for Credit Card, every Transaction using the Card can be conducted in compliance with the following provisions:

4.3.1 The Card Holder must sign the sales draft for each Purchase Transaction and keep a copy of the same as evidence which can be checked against the bill in the Billing Statement.

- 4.3.2 The Card Holder's failure to sign the sales draft as intended in Clause 4.2.1 of these General Terms and Conditions for Credit Card shall not release the Card Holder from his/her obligations based on these General Terms and Conditions for Credit Card.
- 4.3.3 If prior to the settlement of Transaction on the Card Account the Card Holder intends to cancel the same, the Card Holder must inform the Merchant accordingly and ensure that the sales draft for such cancelled Transaction is destroyed in front of the Card Holder concerned or receives reversal slip printed from electronic data capture ("**EDC**"). In the event that a Transaction is in the process of being processed in an EDC device, such Transaction is probably settled (the Transaction concerned has been charged to the Card Account) at the time the sales draft for the Transaction concerned is presented to the Card Holder for signature.
- 4.3.4 The Bank shall not impose Additional Charges (surcharge) for any Purchase Transaction and therefore the Card Holder can refuse if the Merchant charges such Additional Charges, however, the Card Holder shall be fully responsible for all Additional Charges which may be potentially charged to the Merchant related to the Transaction conducted by the Card Holder.
- 4.3.5 The Bank shall not be responsible for the rejection of Payment Purchase using Card by the Merchant for any reason whatsoever, whereby such rejection shall not occur due to the Bank's fault and such matter must be settled between the Card Holder and the Merchant concerned.
- 4.3.6 The Bank shall be entitled to record all Transactions on the Card and such records shall be binding on the Card Holder for all purposes.
- 4.3.7 Authorizations shall be required for all Transactions using the Card prior to being accepted by the Merchant. The Bank shall be entitled to accept or reject Purchase and/or Cash Withdrawal Transaction at its own discretion without being required to provide reasons therefor to the Card Holder and the Bank shall not be liable to the Card Holder or any other party for any consequences arising from such rejection.
- 4.3.8 In the event that the Bank grants authorization as intended in Clause 4.2 of these General Terms and Conditions for Credit Card, the Bank shall deem that the Transaction concerned is ongoing/has occurred and shall reduce the amount of the available Credit Limit in the Card accordingly by the amount of the authorized Transaction. When the Merchant issues a bill related to the Purchase Transaction, after receiving such bill, the Bank shall charge the amount indicated in such bill to the Card.
- 4.3.9 The Bank shall not be responsible for any disputes (including but not limited to disputes arising from any flaws, other shortcomings in the amount, quality, appropriateness and any other matters in the goods or services, or for the Merchant not/not yet receiving Payment with the Card for any reason whatsoever) related to the purchase of goods and/or services by the Card Holder from the Merchant making payment by using the Card. Such disputes shall not cause the Card Holder being able to delay Payment of Card statement to the Bank and shall therefore remain obligated to pay the Card statement.
- 4.3.10 The Card cannot be used for the purpose or settlement of an unlawful Transaction, including but not limited to purchasing goods and/or services prohibited by the provisions of applicable law in the Republic of Indonesia or in other countries or places at which the Card Holder conducts Transaction by using the Card.
- 4.3.11 The Card Holder acknowledges and agrees to be responsible for all Cash Withdrawal Transactions conducted by using the Card where prior verification is made of the validity of the Card Holder's PIN.
- 4.3.12 Considering that the Card Holder's signature is not required in the settlement of electronic Transaction, the Card Holder shall be expected to exercise due care in conducting Purchase Transactions (online shopping) on the internet among other things by conducting Transactions on the Merchant's *website* which has obtained certification from an international electronic Transaction security verification agency and/or by using additional Transaction security facility from Visa (such as *Verified by Visa* facility) and not disclose any Card related information and the CVV2 digits to any party whosever.
- 4.3.13 All Card Transactions shall be collected in Indonesian Rupiah currency; hence Card Transactions conducted in a currency other than Indonesian Rupiah shall be converted into Indonesian Rupiah in compliance with the applicable conversion rate provisions at the Bank on the date of posting the Transaction.
- 4.3.14 All risks arising, including but not limited to any claims, losses and obligations whatsoever related to the Card Holder's default or delay in providing confirmation to

the Bank, shall fully constitute the Card Holder's risk/responsibility, and the Bank shall be released from any risks and liabilities whatsoever.

4.4 In the event that the Card Holder wishes to use the Card at the ATM machine the following terms and conditions shall apply:

- 4.4.1. The Card Holder accepts full responsibility for all Transactions occurring due to the use of the Card at the ATM and grants authority to the Bank to debit the Account Card with the amount of Purchase and/or Cash Withdrawal and/or other bank Transactions conducted by using the Card along with all costs arising with or without the Card Holder's knowledge or authority.
- 4.4.2. In the event that Cash Withdrawal occurs through ATM by using the Card Holder's PIN by an unauthorized party (other than the Card Holder himself/herself), the Card Holder shall remain responsible for such Transaction.
- 4.4.3. For the Card Holder's security, the Bank shall determine the Cash Withdrawal Limit, along with other limits related to Cash Withdrawal Transactions in compliance with the Bank's policy.
- 4.4.4. The Bank's Transaction records processed based on the Card's use at ATM shall be conclusive and binding for all purposes unless it can be proven to the contrary by the Card Holder in accordance with the applicable law.
- 4.4.5. The Bank shall not be responsible for losses or damages arising either directly or indirectly from the malfunctioning/damage of the Card and/or ATM machine arising from the Card Holder's fault, temporary shortage of funds at such ATM machine and others.

4.5 All consequences arising from default, negligence, or related to the use or misuse of the Card by another person or without the Card Holder's permission, shall be fully the Card Holder's liability and responsibility.

4.6 The Card held by the Card Holder shall continue to be valid throughout the Term of Validity indicated on the Card, unless the Bank or Card Holder unilaterally cancel it prior to the expiration of such Term of Validity.

4.7 In the event that Card's Term of Validity expires, the Card extension shall be sent by the Bank prior to the expiration of such Term of Validity, however the Bank shall be entitled not to extend the Card Holder's membership with certain considerations whereby the Bank shall not be required to inform about the reasons therefor.

4.8 The Card Holder shall be entitled to benefit from the following facilities:

4.8.1. **Card Security Sticker:**

Each new Card shall be affixed with a special sticker on the front side of the Card indicating the following "Please Activate Your Card Immediately! Please contact QNB Indonesia Contact Center (+62 21) 300 55 300". The steps for Card activation shall be as follows:

- a. Contact the QNB Indonesia Contact Center;
- b. The QNB Indonesia Contact Center officer shall verify several data previously provided by the Card Holder in the Card application form. Upon successful verification, the Bank officer shall activate the Card Holder's Card;
- c. Following Card verification, remove the special sticker affixed to the front side of the Card and sign in the column available on the rear side of the Card. Upon completion of the above, the Card Holder can use all benefits offered by the Card.

4.8.2. **QNB Indonesia Contact Center** The Card Holder can obtain various information services related to the Card Holder's Card, including but not limited to reporting the loss, theft and blocking of Card. For several Transactions, such facility can only be used by the Additional Card's Main Card Holder. The Card Holder acknowledges and agrees that the Bank is entitled to record conversations between the Card Holder and QNB Indonesia Contact Center's officer through this facility, and to set it out in official records which can be used as valid evidence of the Transaction concerned. The Card Holder can contact at any place and at any time QNB Indonesia Contact Center (+62 21) 300 55 300 whereby the Bank's Contact Center shall be prepared to assist the Card Holder with the following various services and information:



- a. The latest Payment Information and the amount of Credit used;
  - b. Copy/Billing Statement;
  - c. Change address and telephone number for collection purposes;
  - d. Application for increasing the Credit Limit;
  - e. Reporting and requesting replacement for lost or stolen Card;
  - f. Information on the status of Card Application request;
  - h. Additional Card application;
  - j. Request for information –reward point and exchange of –reward point;
- 4.8.3 **Message Alert:** in compliance with applicable Bank Indonesia provisions, every Card Holder shall receive a message concerning Transactions requiring caution with an alert in the event of Transactions using the Card Holder's Card. The purpose of the Alert Message is to enable the Card Holder to answer or respond to the Bank related to such Transaction requiring caution.
- 4.8.4 **Auto Debit:** The Card Holder can give instruction to the Bank to conduct automatic debit from the Card Holder's Fund Account in order to satisfy Payment obligation which has reached maturity date related to the Card and the Card Holder's Card Account.
- 4.8.5 **Installment Program:** The fixed installment feature shall facilitate the Card Holder to conduct any Transaction by using the Card as he/she wishes. With the minimum Transaction of IDR1,000,000 (one million Rupiah), the Card Holder shall have the facility of managing the method of Payment for the Transaction posted in the Card Account and the Card Holder can choose installments with terms of his/own choice namely 3, 6, 9, 12, 15, 18, 21 or 24 months. For converting the Card Holder's Transaction to Fixed Installments please contact QNB Indonesia Contact Center officer, indicating the Transaction concerned and select the installment period. The Card Holder's Fixed Installments and Interest on each Fixed Installment shall be automatically charged on a monthly basis on the Card Holder's Card Billing Statement.
- 4.8.6 **Airport Lounge** (Specifically for QNB Indonesia Infinite Credit Card) Holders of QNB Indonesia Infinite Credit Card can enjoy complimentary Airport Lounge services at airports cooperating with the Bank.
- 4.8.7 **Reward Points** The Card Holder shall receive an increasing number of points proportionate to the use of his/her Card which can be subsequently exchanged for various types of rewards. The Card Holder can exchange such points by contacting the QNB Indonesia Contact Center officer.
- 4.8.8 **Partnership** The Card Holder can obtain discounts/special prices at Merchants which cooperate with the Bank such as Dine in, Hotel and others. Enjoy also installments with 0% interest or special interest rates for Merchants cooperating with the Bank for installment programs.
- 4.8.9 **Travel Guard and Purchase Protection** (Specifically for QNB First Visa Infinite Credit Card holder) Holders of QNB First Visa Infinite Credit Card shall obtain complimentary insurance designated by the Bank. The value of maximum coverage provided in the event that the insured person passes away/disappears in a plane accident shall be the maximum of IDR5,000,000,000 (five billion Rupiah). In addition to Travel Flight Accident, Travel Inconvenience and Purchase Protection coverage shall also be provided. Terms and conditions shall be applicable in accordance with the Insurance Policy.
- 4.8.10 **Flexible Payment** Providing facility to the Card Holder to make Payment, either minimum payment, partial or full payment.
- 4.8.11 **Other Facilities** The Card Holder shall be entitled to ever facility provided by the Bank and notification of the same shall of the same shall be given to the Card Holder from time to time in the form of Written Notice, provided that the Card Holder's written consent (or verbal consent recorded by the Bank) shall be sought at all times when Additional Charges are charged to the Card Holder for such facility.
- 4.9 The Bank can make changes and/or supplement such facilities at any time by sending Written Notice to the Card Holder. The Card Holder acknowledges and agrees that the Bank can impose charges for the use of such Payment facilities.

## 5. Credit Limit and Available Credit

- 5.1 5.1 The Bank shall provide a ceiling/Credit limit for each Card Account at the Bank in compliance with the provisions applicable at the Bank from time to time and by taking into account the limits determined by applicable provisions of the law ("**Credit Limit**"), accordingly, the Card Holder shall not be allowed to use the Card in excess of the determined Credit Limit.

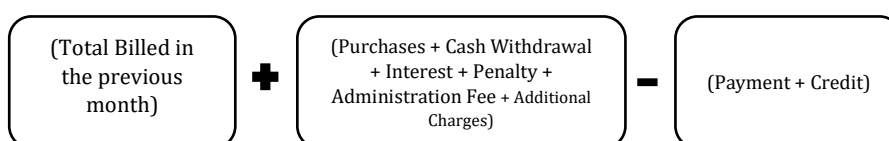
- 5.2 The Card Holder can conduct Cash Withdrawal Transaction within the Cash Withdrawal limit to be determined by the Bank out of the total Credit Limit available to the Card Holder.
- 5.3 The Bank shall be fully entitled to accept or reject the Card Transaction the use of which has exceeded or is about to exceed the Credit Limit. In the event that the Bank accepts the Card Transaction which exceeds the Credit Limit (over limit), the Bank shall charge Administration Fee and Interest and shall subsequently incorporate the amount exceeding such Credit Limit into the Minimum Payment component payable by the Card Holder.
- 5.4 In the event that a Card Holder uses the Card in excess of the Credit Limit granted, the Bank shall be entitled at its own discretion to forthwith temporarily block the Card without prior notice to the Card Holder and all amounts collectible thereafter shall become due and must be paid immediately, together with Interest determined by the Bank and shall be calculated up to and including the time at which all of the Card Holder's obligation are paid in full.
- 5.5 The Bank can at its sole discretion from time to time increase or decrease or review the amount of the Card Holder's Credit Limit (including the Cash Withdrawal Limit), among other things by taking into consideration the Card Holder's Credit quality or if there is an application for increasing the Credit Limit ceiling, provided that the Card Holder concerned shall be informed about exercising the Bank's said right in a separate Written Notice and/or through the monthly Billing Statement.
- 5.6 The Main Card Holder shall be entitled at any time to request the Bank to increase the Credit Limit temporarily or permanently and for such purpose an Administration Fee shall be charged to the Card Holder as intended in Clause 9.2 of these General Terms and Conditions for Credit Card. The Bank shall be fully entitled to approve or reject such request.
- 5.7 The available credit in the Card Holder's Card Account shall be the unused amount of the Credit Limit at a specific point in time. The available credit shall be calculated by taking into account the Credit Limit, the Outstanding Balance of the Card Account, Interest, Administration Fee, Penalty or other Transactions received by the Bank but not yet processed as of such date. The credit available for the Transaction shall be determined as follows:
  - 5.7.1 Cash Withdrawal: it shall be determined from time to time based on the Cash Withdrawal limit deducted by every Cash Withdrawal Transaction (still outstanding) and every Cash Withdrawal authorization which has been given, but is yet to be posted.
  - 5.7.2 Purchase: it shall be determined based on the amount of the Credit Limit deducted by the amount of Transaction (Purchase as well as Cash Withdrawal) which is still outstanding and every Transaction authorization (Purchase as well as Cash Withdrawal) which has been conducted, but is yet to be posted.
- 5.8 The Cash Withdrawal limit for all products shall be determined at 40% of the Credit Limit unless determined otherwise by the Bank from time to time.
- 5.9 In the event that the total amount of Card Credit facilities granted by the Bank to the Card Holder including but not limited to the Credit Limit is equivalent to or exceeds a certain limit based on existing regulations, the Card Holder shall be obligated to submit documents including but not limited to the latest Taxpayer Identification Number (*NPWP*) and a personal income statement if requested by the.

## 6. Provisions on Collection and Payment

- 6.1 By using the Card for conducting Transactions, the Card Holder fully understands that he/she is obligated to make Payment in Rupiah currency to the Bank at the time of collection, namely by no later than the Payment Due Date.
- 6.2 The Bank shall issue and send Billing Statement on a monthly basis for the use of Card through post, or through other media if requested by the Main Card Holder and approved by the Bank, to the Main Card Holder's address recorded in the Bank's administration system by indicating the following:
  - 6.2.1 The details of Transaction and total amount of the Total Statement payable indicated in Rupiah currency;
  - 6.2.2 Minimum Payment which can be made;
  - 6.2.3 Payment Due Date;
  - 6.2.4 Other relevant information.
- 6.3 Billing Statement as intended in Clause 6.2 of the General Terms and Conditions for this Credit Card shall bear the print date which is not less than 16 (sixteen) calendar days prior to the Due Date and shall have been received at the Card Holder's address by no later than 7 (seven) calendar days before Due Date.
- 6.4 The Bank shall not send subsequent Billing Statement to the Card Holder if there are activities on the Card Account during the collection period and the remaining outstanding balance of the Total Statement due from the Card Holder as of the latest Statement Date is nil (in the event that for 3 consecutive months the condition of statement is 0).

- 6.5 In the event that there is an indication of error/objection by the Card Holder in view of the calculation of the Billing Statement, the Card Holder must submit an objection in writing concerning such matter to the Bank in compliance with the complaint/objection procedure determined in Clause 13 of these General Terms and Conditions for Credit Card. Notwithstanding whether or not there is a complaint/objection, the Card Holder shall continue to be obligated to make payment to the Bank in accordance with the bill stated in the Billing Statement.
- 6.6 The bill for the use of Additional Card shall be charged to the Main Card Holders Card Account and shall therefore become the Main Card Holder's liability and shall be billed simultaneously in a combined Billing Statement. In the event that the Additional Card is cancelled by the Main Card Holder, the bill shall continue to be the Main Card Holder's responsibility and liability.
- 6.7 The Bank shall be entitled to make corrections in the Billing Statement both debit and/or credit corrections in accordance with the data available at the Bank. Such corrections shall be binding on the Card Holder to make payment for every Transaction conducted by the Card Holder for which Payment is yet to be received by the Bank.
- 6.8 The Card Holder shall be obligated to make Payment by no later than prior to the Payment Due Date indicated in the monthly Billing Statement, with the following provisions:

6.8.1 The Total Statement shall be calculated based on the following formula:



6.8.2 Minimum Payment for the month concerned must be paid in full, even though the Card Holder is yet to receive Billing Statement, namely based on the following calculation formula:

$$\boxed{(10\% \times \text{Total Statement}) + \text{Fixed Installments}}$$

If the amount of the Total Statement indicated in the Billing Statement is less than or is equivalent to IDR50,000.- (fifty thousand Rupiah), such Total Statement shall be the Minimum Payment.

- 6.8.3 The Card Holder can choose to make full Payment or less than the full payment of the Total Statement, insofar as it exceeds the Minimum Payment indicated in the monthly Billing Statement. If Payment is made in an amount which less than the full amount, the Bank shall charge Interest for the unpaid portion of the Total Statement.
- 6.8.4 In the event that Payment is made after the Payment Due Date, or if the amount of Payment is less than the Minimum Payment, the Bank shall impose Penalty.
- 6.8.5 Payment in excess of the amount of Minimum Payment but not constituting full payment shall be applied to pay the bill in the sequence of order and percentage determined in applicable laws and regulations, including but not limited to Bank Indonesia provisions concerning Payment instruments using Card, namely as follows:
- a. First, in the amount of **maximum 40%** (forty percent) of the Payment to pay all Penalty and Administration Fee along with Interest (if any), provided that the Payment of Penalty and Administration Fee shall be given priority at all times;
  - b. Second, in the **minimum amount of 60%** (sixty percent) of the remaining portion of Payment (a) for the payment of principal amount of the statement related to the Purchase Transaction and the Cash Withdrawal Transaction in accordance with the sequence of the Transaction posted earlier, provided that the Payment for Cash Withdrawal Transaction (if any) shall be given priority at all times.
- 6.8.6 Payment must be made by the Card Holder in Rupiah currency and shall be valid after the funds are effectively received at the Bank in accordance with these General Terms and Conditions for Credit Card and the procedure determined by the Bank. In the event that Payment cannot be made properly and/or it is not received by the Bank by no later than the Payment Due Date, Penalty will be imposed on the Card Holder for late Payment in accordance with these General Terms and Conditions for Credit Card and the specific provisions to be determined by the Bank from time to time.
- 6.8.7 The Card Holder can issue an auto debit instruction to the Bank (or to another bank which engages in cooperation with the Bank) to debit the Card Holder's Funds

Account (or another account of the Card Holder at another bank) for the Total Statement 3 (three) Business Days before the Due Date or by no later than the Payment Due Date (if the Funds Account is not yet adequate), under the following terms and conditions:

- a. The Card Holder agrees that the Bank shall still be entitled to determine the priority of Payment in view of the Card Holder's other obligations to the Bank at the Bank's discretion.
- b. The Card Holder understands that any change in and cancellation of such auto debit instruction shall have been received by the Bank by no later than 1 (one) month prior to the subsequent Payment Due Date.
- c. In the event that up to and including the Due Date there are no adequate funds available in the Funds Account, the Card Holder agrees to be imposed with Penalty for delay at the time he/she makes Payment.

6.8.8 The Card Holder agrees that stamp duty on Payment made by the Card Holder shall be charged by the Bank to the Card Holder in accordance with the amount of the Total Statement as well as applicable provisions.

6.9 Payment on Billing Statement can be made through the following facilities:

- a. Minimum Payment shall be 10% of the Total Statement or in the event that the amount of Total Statement is less than or equivalent to IDR50,000.- (fifty thousand Rupiah), the amount of such Total Statement shall be the Minimum Payment.
- b. Payment by cash, check or *giro* (checking account) at all of the Bank's branches.
- c. Checking Account Funds Transaction (*Dana Lalu Lintas Giro (LLG)*) Payments from the Card Holder's Account shall be sent to account number 1108-958.208-360 at Bank QNB Indonesia and the Card Holder's Card Number shall be indicated.
- d. Specifically for the Bank's clients, Payment can also be made through direct debit/automatic debit on a monthly basis from the Checking Account (*Rekening Giro*) or the Card Holder's Savings Account for the amount of minimum Payment or the amount of the Card Holder's Total Statement. A form for such direct debit can be obtained at the Bank's closest branch office.
- e. Specifically for the Bank's Clients who possess ATM Card and/or QNB Debit, Payment can be made through the Bank's ATM.
- f. Payment can be made by using other ATM networks which have a cooperation network with the Bank.
- g. The Bank shall not be liable to the Card Holder under any circumstance whatsoever if the Card of the Card Holder is rejected at an ATM machine or at an ATM which has a cooperation network with the Bank.
- h. The Bank or any financial institution which has ATM cooperation with the Bank shall not be liable for the inability to use the available ATM/service, including all potential risks arising as a consequence thereof.
- i. The Bank can supplement, cancel or change the services provided in connection with such Payment facility with notice to the Card Holder. The processing of every Payment shall require +/- 2 (two) Business Days in order for it to be received by the Bank. To ensure that Payment is received in a timely manner, it is recommended that the Card Holder make Payment several days earlier than the Due Date by taking into account the time required for processing as well as holidays. When making Payment, please indicate the Date of Payment, the Card Holder's Name, the Card Holder's Card Number as well as the Amount of Payment correctly. All Payments shall be effective after the funds are received by the Bank.

6.9 The Card Holder understands and accepts all consequences in the event that the Card Holder is late in making Payment, such as the charging of Interest, Penalty and Administration Fee, the blocking of Card, inclusion in the Debtors' Information System (hereinafter referred to as "SID") and collection activity conducted by the Bank.

6.10 The Bank shall provide copies of the sales draft based on the Card Holder's written request and shall charge Administration Fee for each sales draft requested by the Card Holder.

6.11 Details of Administration Fee, Additional Charges and other charges on the Card and the use thereof can be obtained based on a request to the Bank.

6.12 Refund due to cancellation by a Merchant shall be credited to the Card Holder's Card Account, to the extent that the Bank receives evidence of such cancellation and the refund made by the Merchant concerned is true and valid.

- 6.13 The Card Holder agrees that the Bank is entitled to use third party services for collection with any method whatsoever deemed to be appropriate at the Bank's discretion and in accordance with applicable laws and regulations in order to enable the Card Holder to repay all his/her obligations arising from the Card.
- 6.14 In the event that the Card Account at the Bank is closed, the Main Card Holder shall be obligated to pay all outstanding obligations for the use of Card facility, in full and in a lump sum amount.
- 6.15 Notwithstanding the above mentioned provisions in these General Terms and Conditions for Credit Card, the Bank can at its sole discretion conduct periodic review in order to determine the Card Holder's Card Account eligible for obtaining interest rate which is different from the generally applicable interest rate at the Bank, under terms and conditions to be determined by the Bank from time to time with notice to the Card Holder.

## 7. The Card Holder's Rights and Obligations

### 7.1 The rights of the Card Holder:

- a. The Card Holder shall be entitled to use the Card facilities to the extent that it in compliance with the procedures provided for under these General Terms and Conditions for Credit Card or as it shall be notified in the Written Notice.
- b. The Card Holder shall be entitled to receive clear and transparent information about all services and features offered by the Bank and related to the use of the Card.
- c. The Card Holder can contact QNB Indonesia Contact Center at any time if there are any questions or complaints concerning the use of the Card.
- d. If the Card Holder no longer wishes to be a Card Holder, he/she can apply for the revocation/closing of the Card at any time to the Bank.
- e. The Card Holder shall be entitled to know about all Administration Fee, Interest and Penalty related to the use of the Card.
- f. The Main Card Holder shall be entitled to request a copy or photocopy of the sales draft for the use of the Card for every Purchase Transaction, or every Cash Withdrawal Transaction conducted through ATM, within 30 (thirty) calendar days as from the date of the Billing Statement recording such Transaction and by charging an Administration Fee.
- g. Once a year the Card Holder can request through QNB Indonesia Contact Center a summary of the Card Holder's Transactions including information the Card Holder's Transactions during the period of one current year as from the month in which the Card becomes effective, indicating information concerning total Purchase Transactions, Cash Withdrawal Transactions, Interest, Administration Fee, Penalty, the Card Holder's Payment performance on the Card collection during the period of one year, and the Card Holder's Credit quality as per the latest position.
- h. The Card Holder shall be entitled to file complaint in compliance with the provisions of Clause 13 of these General Terms and Conditions for Credit Card in the event that the Card cannot be used properly due to the failure of system and/or the Bank's operations.

### 7.2 The Card Holder's Obligations:

- a. The Main Card Holder shall be obligated to make Payment in accordance with the provisions of Clause 6 of these General Terms and Conditions for Credit Card, or as determined otherwise by the Bank in a Written Notice.
- b. The Card Holder shall be obligated to pay annual fee the amount of which shall be in accordance with the Bank's provisions and it shall be billed on a monthly basis simultaneously with the Billing Statement.
- c. The Card Holder shall be obligated to safeguard the use of his/her Card at all times to ensure that it does not exceed the Credit Limit.
- d. The Card Holder shall be obligated to maintain the confidentiality of PIN and the CVV2 code of his/her Card.
- e. The Card Holder shall be obligated to take responsibility for all Transactions processed by using his/her Card, with the exception of the event of the criminal act of Card falsification or in the case of Card loss/theft reported to the Bank in compliance with the procedure set out in the Card Guidelines.
- f. With due observance of the provisions of Clause 17 of these General Terms and Conditions for Credit Card, the Main Card Holder shall be obligated to notify the Bank in writing/verbally if a change occurs in the Card Holder's personal data.

## 8. Additional Card

- 8.1 The Card Holder can apply for Additional Cards, namely 3 (three) Additional Cards for Platinum type Main Card and 4 (four) Additional Cards for Infinite type Main Card.
- 8.2 The Additional Card Holder must have reached the age of at least 17 (seven) years at the time of submitting an Additional Card Application.

- 8.3 The Bank shall be entitled to approve or reject the application for issuing an Additional Card and the Card Holder hereby accepts any decision made by the Bank. If approved, each Additional Card shall have the same Term of Validity as the Main Card.
- 8.4 All General Terms and Conditions for Credit Card applied by the Bank to the Main Card Holder shall also be applicable to the Additional Card Holder.
- 8.5 The Credit Limit ceiling for each Additional Card shall be an integral and inseparable part of the overall Credit Limit ceiling of the Main Card Holder.
- 8.6 In the event that the Main Card Holder possess more than 1 (one) Card at the Bank and if one of the Cards is non-performing, the Bank shall be entitled to take action against the other Cards.
- 8.7 The Bank can cancel the Additional Card at any time with prior notice to the Main Card Holder without the obligation to indicate the reason for such cancellation and the Additional Card issue must be forthwith returned accordingly.
- 8.8 The Main Card Holder shall be fully responsible for all Transactions, fees, bills, and expenses incurred for the use of Additional Card.

#### 9. Interest, Administration Fee, Additional Charges and Penalty

9.1 The Bank shall charge Interest under the following provisions:

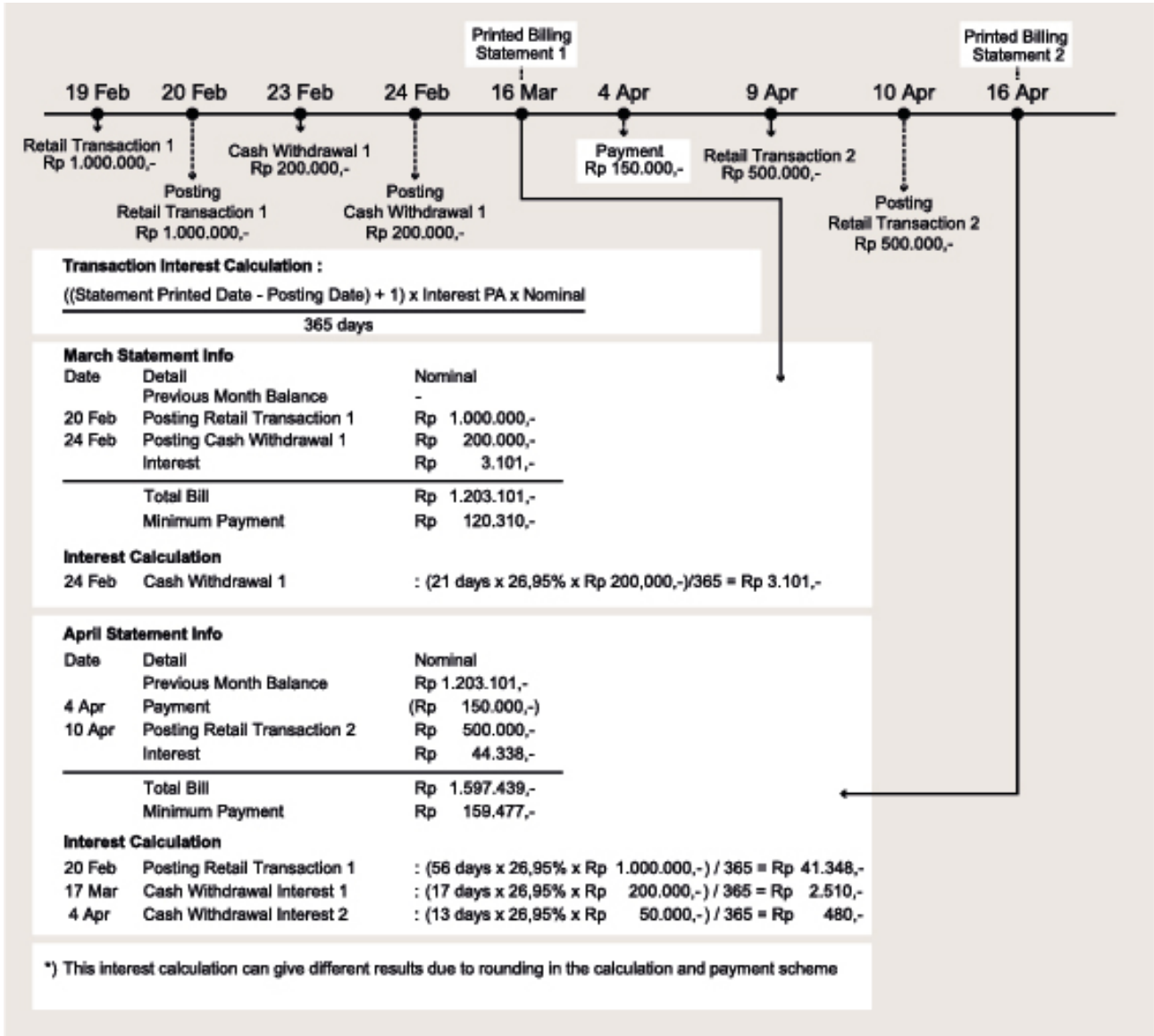
- a. The calculation of the number of days for the purpose of interest for billing statements on which no Payment has been made shall be based on and shall commence as from the date of posting, whereby the date of posting shall be the actual date on which the Bank made Payment to the acquirer (the Bank itself or another acquirer) for the Card Holder's Transaction, or made Payment to the ATM administrator for the Purchase Transaction and/or Cash Withdrawal using the Card.
- b. Interest on the Card for the subsequent billing statement shall be based on the remaining portion of the Total Card Billing Statement for outstanding Purchase and/or Cash Withdrawal Transactions.
- c. Outstanding Administration Fee, outstanding Penalty, outstanding Interest, and bills which have not yet reached maturity, shall not be used as a component for the purpose of calculating Interest on the Card concerned.
- d. Interest for Purchase and/or Cash Withdrawal Transactions shall be charged in the event that the Card Holder:
  - 1. Does not make Payment;
  - 2. makes Payment which is less than the Total Bill as indicated in the Billing Statement (non-full Payment);
  - 3. Makes full Payment after the Payment Due Date;
  - 4. the Card Holder makes Payment which is less than the Minimum Payment required under the provisions of these General Terms and Conditions for Credit Card; and/or
  - 5. Conducts Cash Withdrawal Transaction.
- e. Interest for Purchase Transaction:
  - 1) Shall not be charged in the event that Card Holder makes full Payment by no later than the Payment Due Date, or the time extension for Payment provided by the Bank if the Payment Due Date coincides with a holiday;
  - 2) Shall be charged for the following:
    - (i) remaining or outstanding balance not paid in full by the Card Holder;
    - (ii) new debt arising from subsequent Transactions conducted after the Billing Date;
  - 3) Interest shall be charged on a monthly basis based on daily balance calculated in the following manner:
    - (i) as from the date of posting the Purchase at the Interest rate indicated in the Billing Statement;
    - (ii) as from the date of printing the Billing Statement up to and including the Payment Date; and
    - (iii) as from the Date of Payment up to and including the date of printing the subsequent Billing Statement.
- f. Interest for Cash Withdrawal shall be calculated as from the date of posting (the same as the date of Cash Withdrawal) up to the full payment of the bill. Interest shall be charged on a monthly basis based on daily balance as from the date of Cash Withdrawal Transaction at the Interest rate indicated in the Billing Statement.
- g. Formula for interest calculation on transactions  
Formula for the calculation of interest on Purchase Transactions

$$\text{Interest} = \text{Difference Interest Day} \times \text{Interest Rate per Year (\%)} \times \text{value of Total Transaction} / 365 \text{ days}$$

Remarks:

Difference Interest Day is calculated as follows = (Date of printing Billing Statement – Date of Transaction) + 1 Day

Illustration of Interest Calculation:



\*) This illustration of interest calculation results in different figures due to the following :

- Rounding up in calculation
- Payment scheme

- h. The Interest rate to be used for calculating total Interest to be charged to the Card Holder shall apply the Interest rate applicable at the Bank, as indicated in the Billing Statement.
- i. With due observance of the provisions of Clause 2.2 of these General Terms and Conditions for Credit Card, the Card Holder shall be informed about every change in the

Interest rate made by the Bank through Written Notice and/or Billing Statement for the subsequent month.

- j. Interest Purchase Transaction and/or Cash Withdrawal shall be included in the subsequent statement if the Card Holder does not pay the total outstanding balance due on the Payment Due Date.

9.2 The Bank shall charge all Administration Fees incurred related to the use of the Card Holder's Card and Card Account in an amount to be determined by the Bank and the Card Holder shall be informed accordingly from time to time, including but not limited to the following:

- a. Annual fee for each Card, Main Card as well as Additional Card;
- b. Administration Fee for Cash Withdrawal (Cash Advance Fee);
- c. Late Charge Fee;
- d. Administration Fee for exceeding the Credit Limit (Over limit Fee);
- e. Administration Fee for replacement or new Card (if the Card Holder requires) and each Additional Card (Replacement Card Fee);
- f. Administration Fee for copies of sales draft;
- g. Copy Billing Statement;
- h. Administration Fee for preparing annual summary of the Card Holder's Transactions;
- i. Upgrade Fee;
- j. Increasing Limit Fee;
- k. Clearing Rejection Fee;
- l. Payment Fee at QNB Indonesia branch office, ATM, Mobile, Internet banking (exclusively for Customers of QNB Indonesia);
- m. Payment Fee in the payment channel of other banks;
- n. Installment Cancellation Fee;
- o. Administration Fee for the maintenance of Account for each Card which has been closed but still has a credit balance (Credit);
- p. Stamp Duty;
- q. Administration Fee and other Additional Charges to be determined by the Bank (with written consent by the Card Holder) from time to time.

9.3 The Bank shall charge Penalty for late Payment, namely 3% (three percent) of the Total Bill, or a minimum of IDR50, 000. - (fifty thousand Rupiah) (whichever the greater) and it shall not exceed the amount of IDR150, 000. - (one hundred and fifty thousand Rupiah), in the event of the following:

- a. The Card Holder does not make Payment;
- b. The Card Holder makes Payment which is less than the Minimum Payment required based on the provisions of these General Terms and Conditions for Credit Card;
- c. The Card Holder makes Payment (Minimum Payment or other Payment in full or not in full) after the Payment Due Date or after the time extension if the Payment Due Date coincides with a holiday.

9.4 The Card Holder shall be responsible for and must pay all fees and taxed imposed in accordance with the provision of the applicable law.

9.5 The Card Holder can file an objection in view of Interest, Penalty and Administration Fee charged by the Bank through the QNB Indonesia Contact Center, and if an error occurs in the calculation of Interest, Penalty or Administration Fee, the Bank shall credit back such Interest, Penalty and Administration Fee to the Card Holder within 14 (fourteen) Business Days.

9.6 The Interest rate and annual fee shall be communicated to the Card Holder through Written Notice, Card Guidelines and/or monthly Billing Statement.

9.7 Penalty for late Payment shall not be charged to the Card Holder who possesses non-performing Credit quality in compliance with Bank Indonesia provisions or whose Card has been permanently blocked by the Bank.

9.8 The Bank shall be entitled to increase or decrease the Interest rate, Penalty and/or Administration Fee related to the Card from time to time in accordance with the provisions applicable at the Bank or applicable laws and regulations, including but not limited to Bank Indonesia regulations, and shall inform the Card Holder accordingly by Written Notice and the Billing Statement.

9.9 In compliance with applicable banking provisions, late fulfillment of the Card Holder's Payment obligation Card Holder to Bank shall have an impact on the Bank's report on the Card Holder's Credit quality. The Card Holder's Credit quality/collectability status must be reported from time to time by the Bank to Bank Indonesia.

9.10 The Card Holder acknowledges and agrees that the Bank can offer new additional facilities related to his/her card, provided that the Card Holder's written approval shall be required for adding such new facilities if the Bank charges Additional Charges. The Card Holder shall be



deemed as having granted written approval if the person concerned has given his/her consent in a recorded telephone conversation in compliance with the provisions of Clause 15 of these General Terms and Conditions for Credit Card or through facsimile and electronic mail (e-mail).

## 10. Outstanding Payments, Collectability Status and Collection

- 10.1 The Bank shall be entitled to halt the use of the Card and Additional Card (block) if there is outstanding payment not paid by the Card Holder after Payment Due Date.
- 10.2 In compliance with the relevant Bank Indonesia regulations, the Card Holder's data including the status of collectability shall be reported on a monthly basis by the Bank to Bank Indonesia through SID, provided that the Card Holder's quality shall be reported based on collectability as follows:
  - a. Collectability "**Performing Loan**", namely there are no outstanding Card payments;
  - b. Collectability "**Under Special Observation**", namely a condition in which Card statement has not been paid between 1 to 90 calendar days after the Payment Due Date. In such condition, the Bank can impose Penalty and/or Administration Fee, undertake action for collection from the Main Card Holder, temporarily or permanently block and/or collect the remaining portion of installments which have not been billed and have not been paid in full.
  - c. Collectability "**Underperforming Loan**", namely a condition in which Card Payment is not made between 91 to 120 calendar days after Payment Due Date. In such condition the Bank shall impose Penalty and/or Administration Fee; it shall undertake action for collection from the Main Card Holder and shall block the Card.
  - d. Collectability "**Doubtful**", namely a condition in which the Bank finds an indication that the Main Card Holder does not have good faith in making Card Payment, or if the Card Payment is not made between 121 to 180 calendar days after the Payment Due Date. In such condition, the Bank shall impose Penalty and/or Administration Fee, it shall undertake action for collection to the Main Card Holder and it shall cancel the Card.
  - e. Collectability "**Non-performing**", namely a condition in which the Main Card Holder is evidently not acting in good faith to make Card Payment, or in the event that Card Payment has not been made more than 180 calendar days after the Payment Due Date. In such condition, the Bank shall charge Administration Fee, it shall undertake action for collection from the Main Card Holder which shall include using the collection services of a collection agency, and it shall cancel the Card and bill the total amount of outstanding payments of the Card statement.
- 10.3 The Bank shall be entitled at any time at its own discretion or consideration to downgrade the Card Holder's collectability.
- 10.4 The Bank shall be entitled to cancel the Card Holder's membership once the Card Holder's outstanding payments are classified as Non-performing.
- 10.5 In the event that the Card Holder does not fulfill his/her Payment obligation, the Card Holder is hereby deemed to have granted full power of attorney to the Bank with the right of substitution and the Bank is therefore fully entitled to undertake the following acts:
  - a. The Bank shall be entitled to undertake collection activities against the Card Holder in the event of outstanding payments through telephone, letter, *e-mail*, short message service/sms as well as visit to the Card Holder's home or office.
  - b. The Bank shall be entitled to contact and disclose information about such outstanding payment to third parties related to the Card Holder, including but not limited to the Card Holder's closest family members, persons living in the same house and/or colleagues.
  - c. If the outstanding payment can be classified as Non-performing loan based on Bank Indonesia provisions concerning Credit quality, the Bank shall be entitled to conduct collection by using collection services of third parties (*collection agency*) or through the available legal avenues in compliance with applicable laws and regulation including but not limited to Bank Indonesia provisions.
  - d. The Bank shall be entitled to summon the Card Holder through the mass media.
  - e. The Card Holder acknowledges and agrees that the Bank shall be entitled at any time to assign to any third party all of the Bank's rights related to Card collection by sending a Written Notice to the Card Holder concerned, provided that the Card Holder cannot assign all and/or a portion of his/her outstanding bill related to the Card to any party whatsoever without the Bank's written approval.
- 10.6 The Card Holder shall be obligated to pay in full to the Bank, all costs and bills, including advocate or lawyer fees or collection services provided by third parties (collection agency), incurred for the purpose of seeking and/or re-claiming the payment of any bill due from a Card

Account. Costs and expenses incurred due to the violation of any terms and conditions of these General Terms and Conditions for Credit Card shall be the Card Holder's responsibility and it can be charged to the Card Holder through his/her account.

- 10.7 The Card Holder shall at any time grant the Bank and/or another party appointed by the Bank the following:
- a. Collection at the Card Holder's billing address and/or domicile.
  - b. In this respect the Card Holder states that such action shall not include entering premises and/or buildings without permission and therefore the Card Holder releases the Bank from all forms of demand and/or claim by any party whatsoever including the Card Holder himself/herself.

## 11. Temporary Freezing, Application for Termination and/or Closing the Credit Card

- 11.1 The Card Holder can submit a request to terminate and/or close the Card facility in writing or verbally (telephone) to the Bank through the QNB Indonesia Contact Center.
- 11.2 The Bank shall terminate and/or close the Credit Account and Card facility within 3 (three) Business Day as from (i) the date on which the application is received, if the Card Holder does not have any obligations to the Bank, or (ii) the date on which the settlement of all of the Card Holder's obligations are received by the Bank if the Card Holder still has obligations to the Bank, in the form of bills which are due or which are not yet due.
- 11.3 The Bank shall conduct blocking immediately after it receives the application for closing from the Card Holder. As from such blocking, the Bank shall no longer apply Administration Fee, except for Interest and Penalty for late Payment until all outstanding amounts are fully paid, except for Administration Fee for the maintenance of Credit Account for each Card which has been closed but still has a credit balance (Credit).
- 11.4 If the Main Card Holder commits a violation the blocking and/or rejection of Transaction shall also be imposed against the Additional Card.
- 11.5 All outstanding amounts in the Card Holder's Card Account incurred due to the use of the Card and/or Additional Card but are yet to be paid or charged to the Card Holder's Card Account shall become due and must be paid to the Bank at the termination of these General Terms and Conditions for Credit Card.
- 11.6 In the event that there is a Credit balance, the Bank shall return such Credit balance to the Card Holder by no later than the date on which the Card facility is terminated and/or closed by the Bank. The Credit balance shall be returned through transfer to the Card Holder's savings account as agreed. The returning of Credit balance shall be applicable if the amount of such credit balance is greater than the transfer fee required to return such Credit balance. The cost of Credit balance transfer shall be for the Card Holder's account which can be charged to the said Credit balance.
- 11.7 The Card Holder hereby states he/she takes full responsibility and therefore releases the Bank from all demands and/or claims in any form whatsoever by any third party including the Card Holder's husband/wife/heir related to the debiting and/or closing and/or blocking as intended in the provisions of Clause 10.5.e of these General Terms and Conditions for Credit Card.
- 11.8 Termination and/or closing of Card facility can be conducted for the Main Card or Additional Card with the following provisions:
- 1) termination and/or closing of Card facility for the Main Card shall be conducted for the Main Card and all Additional Cards issued due to the same (if any);
  - 2) termination and/or closing of Card facility for Additional Card shall be conducted only for Additional Card requested.
- 11.9 If the Card Holder does not wish to extend the Card's Term of Validity, the Card Holder must inform the Bank by no later than 30 (thirty) days prior to the expiration of the Card's Term of Validity Card and the Card Holder shall be obligated to settle all outstanding amounts or the amount of Transactions which are yet to be paid in full to the Bank.
- 11.10 In the event that the Card Holder is unable to fulfill these General Terms and Conditions for Credit Card including if the Card Holder misuses the Card in any manner whatsoever, the Bank, without an obligation to notify and provide any written explanation about the reasons therefor to the Card Holder, shall be entitled to the do following at any time:
- a. request the Card Holder to settle all outstanding amounts in the et Card Holder's Credit Account;
  - b. block or freeze temporarily the Card Holder's Card Account;
  - c. decide not to extend the Card the term of validity is yet to expire or has expired; and/or
  - d. cancel the Card and close the Card Holder's membership.

- 11.11 With prior Written Notice to the Card Holder, the Bank shall be entitled to automatically cancel the Card facility if the Card Holder's collectability status is degraded to Under-performing Loan, Doubtful or Non-performing Loan, in accordance with applicable laws and regulations, including but not limited to Bank Indonesia provisions, provided that the provisions below must be taken into account and complied with by the Card Holder concerned:
- a. the Card Holder shall be obligated to return the Card shredded into two parts if the Card Account is closed.
  - b. The Card Holder hereby releases the Bank from all responsibility, demand/suit/claim from and against any person, including from the Card Holder related to such cancellation by the Bank.
  - c. The Bank shall be entitled to record the Card Holder's data cancelled and/or blocked in accordance with applicable laws and regulations in the black list issued by Bank Indonesia/other institution/company.
  - d. At the time the Card is cancelled/terminated by the Bank, all bills incurred due to the use of the Card still outstanding shall be paid including those not yet charged which are about to become due and must be paid by the Main Card Holder to the Bank. At the time of closing the Card it must be ensured that the Card Holder does not have any obligations which have become due. In the event that there are obligations which have become due the Card cannot be closed as long as there is remaining outstanding Credit.
  - e. In the event that there is remaining outstanding Credit balance in the Card after termination, the Bank shall return such remaining balance to the Card Holder with due observance of the procedure and provisions set forth in Clause 11.5 of these General Terms and Conditions for Credit Card.
- 11.12 In the event that due to a certain reason a suspicious Transaction is found which in the Bank's view needs to be confirmed with the Card Holder, while the Card Holder is not contactable, the Bank shall be entitled to freeze temporarily the Card Holder's Card Account in order to protect the Card against Transactions not conducted by the Card Holder.
- 11.13 In the event that the Main Card Holder is declared bankrupt by the court or if he/she passes away, all of the Main Card Holder's obligations shall become due and must be paid in full instantaneously and in a lump sum amount by the Main Card Holder (in the event that the Main Card Holder is declared bankrupt) or the Main Card Holder's heirs (in the event that the Main Card Holder passes away), unless the Card Holder possesses Credit insurance with adequate claim coverage to pay in full all obligations due to the Bank.
- 11.14 The Card Holder and the Bank agree to waive the provisions of Article 1266 of the Civil Code to the extent of the termination of agreement hence the termination of the agreement for the use of the Card as intended in these General Terms and Conditions for Credit Card shall not require prior decision by the court.

## 12. Loss of Card, Theft of Card, and False Transactions

- 12.1 The Card Holder shall be responsible for and undertakes to keep the Card in the best possible manner and securely, and that he/she shall immediately report to the Bank verbally through the QNB Indonesia Contact Center and shall follow up the same with a written report and shall complete the original "statement on the loss of Credit Card" issued by the local National Police of the Republic of Indonesia (or the authorized agency of the Republic of Indonesia) as well as documents required by the, in the event that the Card, either the Main Card or Additional Card, is lost or stolen in order to block the Card.
- 12.2 In the event that such loss occurs overseas, the Card Holder can contact the Visa Emergency Assistance or a member bank of the closest Visa International member to assist in blocking the Card.
- 12.3 The Card Holder understands and expressly agrees that in the event that Purchase, Cash Withdrawal and/or other misuse of the lost or stolen Card occurs by another party before the Card Holder reports the loss and the Bank conducts blocking as intended in Clause 12.1 of these General Terms and Conditions for Credit Card shall continue to be fully the Card Holder's responsibility, and the Card Holder shall be obligated to make Payment for all such bills in full.
- 12.4 In view of the loss of the Card, the Card Holder agrees to pay the balance of the Total Bill owed and Administration Fee for substitute Card before a new replacement Card can be issued. The Bank shall have the right not to issue a substitute Card if the Card Holder is currently in the position of having arrears in the Payment of the Total Bill due or for another reason of which in the Bank's view the Card Holder does not need to be informed.
- 12.5 If the Card Holder finds indications of Card falsification and/or there is suspicion of a false Transaction which is not the Card Holder's authorized Transaction, the Card Holder must

- immediately report the same to the QNB Indonesia Contact Center to conduct blocking and if required to be replaced with a new Card.
- 12.6 Based on the report submitted by the Card Holder as intended in Clause 12.1 of these General Terms and Conditions for Credit Card at his/her own initiative, the Bank shall conduct investigation in view of the Transaction identified as false Transaction by following the rules issued by Visa International.
- 12.7 In the event that the Bank is successful in conducting chargeback as intended in Clause 12.6 of these General Terms and Conditions for Credit Card to Visa and/or the Merchant, the Transaction as along with all relevant Interest shall be credited back to the Card Holder's Card Account. At the same time, if the chargeback process is not successful, the Card Holder shall continue to be responsible for the said Transaction and shall be obligated to make full Payment for the related Transaction together with Interest, Penalty and all Administration Fees incurred.
- 12.8 The Card Holder fully understands that based on the explanation provided by the Bank the investigation and chargeback process in accordance with the rules of Visa International can take up to 6 (six) months as from the date of reporting as intended in Clause 12 of these General Terms and Conditions for Credit Card or another date on which the Bank or Visa International becomes aware of such misuse of the Card.
- 12.9 It shall be possible for the Card Holder to receive a new Card if his/her Card is damaged before the Term of Validity expires and it shall be subject to a fee for issuing a substitute Card.

### 13. Complaint, Claim, and Mediation

- 13.1 With due observance of Clause 13.2 of these General Terms and Conditions for Credit Card, the Card Holder can file complaint or objection/claim concerning matters related to the Card in writing or verbally with the Bank at any of the Bank's branch offices or premises or the QNB Indonesia Contact Center or other facilities for receiving complaints as determined by the Bank and the Bank shall notify the Card Holder accordingly. The Card Holder must mention or indicate the Card number as reference number in every complaint or objection filed by him/her with the Bank.
- 13.2 Complaints or objections/claims in view of matters or Transactions indicated in the Billing Statement can only be filed in writing by the Card Holder by no later than 30 (thirty) days as from the date of printing the Billing Statement with the QNB Indonesia Contact Center: Please contact QNB Indonesia Contact Center at (+62 21) 300 55 300, provided that the Card Holder shall enclose information on the following data:
- Card Holder's Name and Card Number;
  - Transaction Detail and the disputed amount;
  - Date of Transaction;
  - Reason for rebuttal and relevant evidence;
  - Card Holder's signature.
- The Card Holder can file complaints or objections/claims in view of other matters at any time.
- 13.3 In the event that the Card Holder files a complaint or objection verbally, the Bank shall resolve the same within 3 (three) Business Days. However, if such verbal complaint or objection is not resolved within such time frame, the Bank shall request the Card Holder concerned or his/her authorized proxy to file a written complaint or objection with the Bank along with supporting documents thereof. A written complaint shall be resolved within 30 (thirty) Business Days after the date of receiving such written complaint and supporting documents declared to be complete by the Bank, provided that the Bank shall still be entitled to extend the estimated time required for the settlement of such complaint by taking into account the complexity of the matter and the process of the investigation of related parties and with due observance of applicable provisions for the resolution of customer complaints.
- 13.4 Objections or complaint received by the Bank after the time frame as intended in Clause 13.2 of these General Terms and Conditions for Credit Card or at least after the issuance of Billing Statement for the subsequent month shall not be valid and shall not be processed further by the Bank, hence all losses indicated in such claim or complaint shall be fully the Card Holder's responsibility.
- 13.5 Unless the Bank states otherwise, while the claim and/or objection is being processed, the Card Holder shall continue to be obligated to pay his/her obligations/bills to the Bank.
- 13.6 The Card Holder can follow up on complaints to the Bank which are financial in nature and are estimated to have been caused by the Bank's negligence/fault finally resolved by the Bank through the banking mediation mechanism in accordance with applicable banking provisions.

### 14. Transactions in Currencies other than Rupiah

- 14.1 In the event that the Bank receives the Transaction invoice or list of bills in a currency other than Rupiah such amount shall be converted by the Bank into Rupiah using the exchange rate

applicable at the Bank at the time of posting such Transaction or an exchange rate determined by Visa International with Additional Charges (*forex mark-up*) stipulated by the Bank and which can be subject to change from time to time. The final exchange rate used by the Bank shall be indicated in the Card Holder's monthly statement. Such Transaction shall be posted without the Bank obligation to notify and obtain the Card Holder's prior approval.

- 14.2 The Bank shall be entitled to adjust the available Credit Limit as a result of using the Card in foreign currency.
- 14.3 In accordance with Bank Indonesia regulations, if the Card Holder conducts Transaction for the purchase of goods and/or services by using the Card overseas resulting in foreign currency purchase Transaction against the Rupiah the Card Holder hereby agrees as follows:
- a. Such Transactions shall not exceed USD100, 000 per month/equivalent from the entire Indonesian banking system unless the Bank receives confirmation from the Card Holder to the contrary.
  - b. However, if the Card Holder conducts Transaction in excess of USD100,000 per month the Card Holder shall be obligated to contact the Bank by no later than 7 (seven) days from the Transaction in order to forthwith sign a statement letter (signed on stamp duty in accordance with the regulations) accompanied by other requirements including but not limited to a photocopy of Identity Card (ID), a photocopy of Taxpayer Registration Number (*NPWP*), supporting documents serving as a basis for the purchase of such foreign currency.
  - c. All risks arising including but not limited to all demands, losses, and obligations related to the Card Holder's negligence or delay in conveying information to the Bank shall be fully the Card Holder's risk and/or responsibility and the Bank shall be released from all risks and liabilities.

#### 15. Evidence of Transaction

- 15.1 The Card Holder hereby states and agrees that all records, print out, recordings, other means of communication and evidence in any form whatsoever located at the Bank for electronic transactions conducted by the Card Holder using the Card shall be valid and binding evidence for the Card Holder concerning the amount of the Card Holder's obligations which must be paid to the Bank.
- 15.2 In connection with instruction by telephone, the Card Holder agrees to grant full authority to the Bank thus enabling the Bank to undertake the following at its own discretion:
- a. record all instructions given to the Main Card Holder by telephone and the Bank can use the same for any purpose whatsoever;
  - b. verify the authenticity of the person making the call by requesting him/her to provide information concerning the Card Holder's Card Account thus enabling the Bank to determine the authenticity of the person making the call to obtain relevant Card Account information and to give instruction to the Bank; and
  - c. Convert verbal agreement into official records having equivalent status with written agreement. The Card Holder agrees further that any and all recordings of instructions through telephone given by the Bank in accordance with these provisions shall be valid *prima facie* evidence, unless it can be proven to the contrary. The Card Holder hereby agrees and represents that the Bank is released from any losses, claims, legal action, demand for compensation, costs and expenses incurred or suffered by the Bank of any nature whatsoever and which have occurred as a consequence of any matter whatsoever or as a consequence of the implementation of such instruction by telephone.
- 15.3 The Card Holder agrees to treat and agrees that photocopies/micro films made by the Bank are valid evidence having the same legal effect as the originals thereof.
- 15.4 The Card Holder hereby (forthwith, at the time of annual fee obligation and at the time of using the Card) acknowledges that he/she truly and lawfully owes to the Bank along with all Interest and Penalty along with Administration Fee and other amounts the Card Holder shall be obligated to pay to the Bank pursuant to these General Terms and Conditions for Credit Card. The Card Holder agrees that the amount owed pursuant to these General Terms and Conditions for Credit Card shall be proven and documents in the form of books, records and administration held and maintained by the Bank concerning or related to the annual fee and and/or use of the Card.

#### 16. Limitation of Liability

The Card Holder hereby agrees that the Bank's obligations pursuant to these General Terms and Conditions for Credit Card shall not exceed the amount of Credit Limit applicable at such time or a certain amount of losses actually suffered by the Card Holder directly and it has been proven legally that such losses have occurred directly due to the Bank's fault.

## 17. Notification about the Change in Personal Data

- 17.1 The Main Card Holder shall be obligated to inform the Bank in writing/verbally if a change occurs in the billing address of the company at which the Main Card Holder is employed or other data related to the Card Holder's personal data, including but not limited to the Card Holder's home telephone number and/or mobile phone and in the event that the Card Holder decides to reside outside of Indonesia. Delay or failure to send notification to the delivery address the Billing Statement along with all Interest, Penalty, Administration Fee and other consequences of late payment caused by late notification to the Bank about the change in the Card Holder's address shall be fully the Main Card Holder's responsibility.
- 17.2 In the event that the Card Holder does not inform the Bank about the change in his/her personal data, the Card Holder's previously recorded personal data in the Bank's central database shall be the valid and binding data for the Bank for all purposes.
- 17.3 In the event that the Card Holder plans to leave Indonesia for more than 30 (thirty) days, the Card Holder agrees and if necessary shall grant written authorization to a representative appointed by him/her in Indonesia, to settle the account and bills on the Card on behalf of and/or constituting the Card Holder's responsibility.

## 18. Confidentiality and Disclosure of Information

- 18.1 The Card Holder hereby grants approval to the Bank to provide the Card Holder's data to other parties in the context of promotion or for other commercial purposes as follows, except when the Card Holder files an objection through the QNB Indonesia Contact Center:
- 18.1.1 input the Card Holder's personal data in the Bank's internal marketing list, and to provide the same to third parties who are the Bank's business partners and have an agreement with the Bank as suppliers of products/services which are going to be offered to the Card Holder;
- 18.1.2 exchange information concerning the Card Holder's data or identity with other parties including all other Card Credit issuers and/or the Indonesia Credit Card Association (*Asosiasi Card Credit Indonesia*) in accordance with prevailing laws and regulations; and/or
- 18.1.3 surrender the Card Holder's data and information Card Holder to comply with the order of a court, government institution/any other relevant authorities at any place whatsoever.
- 18.2 If the Card Holder is no willing to receive offers for products/services provided by the Bank or the Bank's business partners, the Card Holder can contact the Bank's Service Centre in order to apply for exemption from this provision concerning the Card Holder's personal data.
- 18.3 Pursuant to the provisions of law and applicable laws and regulations, the Bank is entitled to disclose information on the Card Holder's personal data, Transactions and collectability status, to other Credit Card issuing institutions or to the information processing center administered by Bank Indonesia or to the Credit bureau.
- 18.4 The Card Holder shall be prepared to provide to the Bank any and all information, documentation as well as other records needed in connection with the use of the Card, as required from time to time by the Bank. The Card Holder is prepared to cooperate with the Bank in an examination or investigation in the legal process as well as in prosecution and court proceeding arising as a result of or related to the use of the Card.

## 19. Miscellaneous Provisions

- 19.1 Authorization
- 19.1.1 The Main Card Holder grants irrevocable authorization and authority with the right of substitution to the Bank in order to enable the Bank to exercise its rights and obligations arising from these General Terms and Conditions for Credit Card, including authority and approval to the Bank to provide the Card Holder's personal data to other parties for the purpose of product marketing, marketing of the Credit Card's functions/benefits, for the purpose of cross selling and other commercial purposes, without prejudice to the provisions of Clause 18 of these General Terms and Conditions for Credit Card.
- 19.1.2 In the event that in the course of exercising its rights and implementing its obligations the Bank is required to draw up a separate power of attorney or if the provisions of laws and regulation is amended or the application of the provisions of new laws and regulations require the Bank to obtain a separate power of attorney from the Main Card

Holder, the Main Card Holder hereby shall for the time being be obligated to sign and deliver such power of attorney at the Bank's first request.

- 19.1.3 Insofar as the Card Holder still has an obligation to the Bank, all authorizations granted by the Card Holder, including but not limited to authorizations granted under these General Terms and Conditions for Credit Card, cannot be revoked and shall not terminate for any reason whatsoever, among other things or reasons provided for under Article 1813, 1814 and 1816 of the Civil Code.
- 19.1.2 **Waiver**  
The Bank's failure or delay in exercising rights, authorities or prerogative rights particularly pursuant to these General Terms and Conditions for Credit Card shall not constitute a waiver by the Bank of such rights, authorities and prerogative rights and the exercise of one or any portion of such right, authorities or prerogative rights pursuant to these General Terms and Conditions for Credit Card shall not disrupt the continuity of exercising such rights or authorities or the exercise of other rights, authorities or prerogative rights.
- 19.3 **Assignment of Statement (Bill)**  
The Bank can assign at any time all of its rights related to the Card Holder's debts or obligations to a third party appointed by the Bank to carry on the collection process up to and including such time when the bill is fully paid by the Card Holder. The Card Holder hereby approves the assignment to the party continuing the implementation of such collection and hereby agrees to allow or permit to undertake acts deemed necessary (including the seizure of documents) in the context of effecting such assignment of appointment.
- 19.4 **Governing Law**
- 19.4.1 These General Terms and Conditions for Credit Card have been drawn up, are interpreted and implemented based on the provisions of applicable laws and regulations in the state of the Republic of Indonesia.
- 19.4.2 These General Terms and Conditions for Credit Card have been adjusted to the provisions of laws and regulations including the provisions of the Financial Services Authority regulations.
- 19.5 **Legal Domicile, Dispute Resolution**
- 19.5.1 In the event that a dispute arises concerning these General Terms and Conditions for Credit Card, the parties can engage in deliberations for resolving such dispute.
- 19.5.2 If the mechanism as intended in Clause 19.5.1 of these General Terms and Conditions for Credit Card are not capable of resolving the dispute, the parties can conduct out of court dispute resolution or through the court.
- 19.5.3 If the parties agree to:
- a. Resolve the dispute through an out of court institution, the parties agree and consent to resolve the dispute through the Indonesian Banking Alternative Dispute Resolution Agency (*Lembaga Alternatif Penyelesaian Sengketa Perbankan Indonesia (LAPSPI)*);
  - b. For dispute settlement through court the parties agree and consent to elect valid and permanent legal domicile at the Registrar's Office of the South Jakarta District Court, thus without prejudice to the Bank's right to file a claim or suit through another District Court in the territory of the Republic of Indonesia.
- 19.5.4. The Card Holder hereby states that he/she is prepared to cooperate with Bank Indonesia and/or the Financial Services Authority in legal process settlement.
- 19.6 **Miscellaneous Materials**
- 19.6.1 The Bank shall be entitled to send to the Card Holder other information and materials related to Card promotion and Billing Statement notification as well as other notification through the communication media available at the Bank, including but not limited to *short message service/sms* to the Card Holder's cellular telephone number and/or electronic mail (*e-mail*) address registered at the Bank. The Card Holder hereby grants authority to the Bank to send such notification through SMS to the Card Holder's cellular phone and/or e-mail.
- 19.6.2 The Bank shall engage from time to time in cooperation with various agents to offer additional special features and benefits to the Card Holder. Even though this provision shall be implemented based on best endeavors, the Bank does not guarantee and it

does not assume any responsibility for products or services offered by third parties under such provisions.

19.7 Integrity of Documents

19.7.1 The Card Holder hereby states that he/she accepts and understands all provisions set out in the "Terms and Conditions for the Use of QNB Indonesia Credit Card", "Important Information Related to QNB Indonesia Card Credit" ("**Important Information**"), including through Card request application and all agreements signed and provided by the Card Holder therein, all of which have or are to be notified to the Card Holder ("**Card Application**") in any form and through any facilities whatsoever and the Card Holder is therefore subject to and is bound by such provisions as from the time at which the Card Holder receives the Card.

19.7.2 These General Terms and Conditions for Credit Card constitute an integral unity and form an inseparable part of the Card Application and Important Information.

19.8 The Card can be replaced if the Card is lost, is not received by the Card Holder, the Card becomes damaged and the *reinstatement* Card of the Substitution Card must use a new Card number.