# **Credit Card Guide Book**

ANZ GOLD / ANZ CLASSIC





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Dear valued customer,

Congratulation! You are now part of ANZ Gold / ANZ Classic ("ANZ Credit Card").

We present our ANZ Gold / ANZ Classic to you who need a variety of benefits, facility and convenience to support your travel requirement. As exclusive members of ANZ Gold / ANZ Classic, You are entitled to a latitude and flexibility to shop with a high credit limit.

This guidebook contains the main information that you may need to enjoy the whole special service and benefit of your ANZ Credit Card. With you, we steadily improve to keep pace with you.

ANZ Card Centre

#### 1. CREDIT LIMIT

The limit of your ANZ Credit Card is stated in your card mailer and monthly billing statement. You may utilise the Card up to specified limit for transaction or cash/transfer withdrawal againts the remaining credit limit of your Card Account. To assure the usability of your Credit Card, please notice your Credit Limit. In emergency situation, while you are staying overseas or domestic travel, you can temporarily increase your Credit Limit by calling 24-Hour ANZ Call Centre.

#### 2. YOUR CREDIT CARD







Your credit card is ANZ Gold / ANZ Classic.

#### 3. YOUR ANZ CREDIT CARD INFO

#### 1. Your name

Please ensure that your name is correctly spelled on your card. This ANZ Credit Card cannot be transferred to any other parties.

#### 2. Your ANZ Credit Card number

This is your 16-digit ANZ Credit Card number. Write your card number clearly when paying your Credit Card bills and include this number in all correspondence with ANZ.

### 3. Validity Date

Month and Year stated next to the "Member Since" words and under the "Valid From" and the "Valid Thru" display the validity date of your ANZ Credit Card. The validation period will be extended automatically if there is no Credit Card closure notification. Your new card will be sent a month prior to the expiration of the previous card.

### 4. MasterCard / Visa Logo

MasterCard / Visa logo on your ANZ Credit Card assures that your ANZ Credit Card is accepted worldwide at any place with the MasterCard/Visa logo.

### 5. Chip

Europay MasterCard Visa (EMV) Chip Technology is the latest standard accepted by MasterCard and Visa International to assure your transactions is secure and safe.

## 6. Magnetic Strip

Important information about your credit card is stored on this strip. Please keep the strip away from magnets and avoid scratching which can erase the information in the magnetic strip.

### 7. Signature Sticker

Signature sticker is space to put your signature as the ANZ Credit Card holders. Please sign this card immediately to avoid any misuse of your ANZ Credit Card by other party.

# 4. YOUR CHIP EUROPAY MASTERCARD VISA (EMV) TECHNOLOGY

This ANZ Credit Card is equipped with Chip Europay MasterCard Visa (EMV) Technology which assures the safety and security of your transaction.

Important point to be notes when you use ANZ Credit Card with chip technology:

- Your ANZ Credit Card will be inserted (not swiped) in an available terminal slot.
- The magnetic strip on the back of your ANZ Credit Card can be swiped during the transaction in case the available terminal cannot read the chip or the transaction by chip is failed.
- Make sure that you receive your ANZ Credit Card back after the transaction.

### **Security Label Sticker**

Some of our Customers will receive an ANZ Credit Card with certain security label sticker attached on the card, please call 24-Hour ANZ Call Centre for activation. A card without security label sticker is already active.

How to activate your ANZ Credit Card:

- 1. Call 24-Hour ANZ Call Centre.
- 24-Hour ANZ Call Centre staff will verify certain data from your ANZ Credit Card application form. After verifying the data, our staff will activate your ANZ Credit Card.

3. After activation, please remove the security label sticker and sign the signature sticker at the back of the card. Now, You can enjoy all the benefits of ANZ Credit Card.

#### 5. 24-HOUR ANZ CALL CENTRE

Whenever and wherever you are, ANZ Call Centre staff will be ready to help you for 24 hour all year round through 24-Hour ANZ Call Centre (021) 500 269 or 0804 1000 888 for ANZ Travel Signature, ANZ Black and ANZ Signature Priority Banking Infinite.

#### 24-Hour ANZ Call Centre services:

- Latest payment information and minimum amount due
- Copy of billing statement request
- Change of address and telephone number
- Credit-limit increase request
- Credit Card lost/stolen report and card replacement request for lost/stolen card
- Credit Card application request status
- Transfer of fund from your ANZ Credit Card to the account of other banks in Indonesia.
- Supplement card request
- ANZ TeleShopping
- Reward Point redemption and information

### 6. PIN (Personal Identification Number)

- ATM Personal Identification Number or PIN will enable you to get cash advance from all ATM with MasterCard/Cirrus or Visa/Plus logo.
- Your ATM PIN is stated in particular envelope which will be sent separately from your ANZ Credit Card.

- For security reason, please memorize your ATM PIN and destroy the envelope containing the number immediately. Do not keep your ATM PIN and ANZ Credit Card in the same place or share them with other parties.
- In case you forget your ATM PIN, please contact 24-Hour ANZ Call Centre, in order to obtain the new one.

#### 7. SUPPLEMENT CARD

- Each primary card may have up to 3 (three) supplement cards.
- Each supplement card has different card number from the primary card with a combined credit limit.
- Primary Cardholders will receive both Supplement card and Primary card billing statement to simplify on sorting the transactions, controlling credit limit and payment for each card.
- You can contact 24-Hour ANZ Call Centre if you wish to have Supplement Card for your family member or relative.

#### 8. CASH WITHDRAWAL FACILITY

You can easily withdraw cash advance from the ATM with Visa/Plus and MasterCard/Cirrus logo around the world by using you ATM PIN. Total cash withdrawal will be stated in your monthly billing statement.

Cash withdrawal can be done at:

- All ATMs with MasterCard/Cirrus or Visa/Plus logo around the world
- All branches of the bank which issue MasterCard / Visa Credit Card in Indonesia.
- Any overseas ATMs

For any cash withdrawal at any overseas ATMs, the issuing bank will impose additional fee ("ATM Fee" or "Terminal Fee") with certain amount determined by the issuing bank.

#### 9. INTEREST

Interest will be charged if your payment is less than the total of new billing or the new payment is received after the Payment Due Date or no payment has been made. Bank will charge interest which will be calculated using the applicable interest rate for each type of transaction (retail or cash advance/third party transfer transactions). It will be calculated on daily basis from the transaction date to the date that the transaction is paid full, adjusted by any payment made. by Card holder and received by Bank. New transactions are included in interest calculation. The calculation of interest will be as follows:

#### Transaction Calculation

The interest will be calculated starting transaction date until payment date. The interest will not be imposed to any full payment transaction and made before the due date.

Interest Calculation Formula:

Interest Period (day) x Monthly Interest Rate
(%) x Total Purchase Transaction x 12

365 days

Interest Period (day) is the total sum of days counted from the day of transaction to the date of total payment.

#### Interest Calculation for Cash Withdrawal

The interest will be calculated from the date of cash withdrawal to the date of payment. The interest will be imposed to any full payment transaction

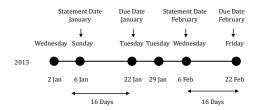
Interest Rate Formula:

Interest Period (day) x Monthly Interest Rate
(%) x Amount of Cash Withdrawal x 12

365 days

Interest Period (day) is the total sum of days counted from the day of transaction to the date of total payment.

#### Illustration:



Date:

2 January: Retail transaction Rp 1,000,000

6 January: Statement Date

Total Billing Rp 1,000,000 Minimum payment Rp 100,000

22 January: Due Date January

Scenario 1
The payment is made as much as the total of minimum payment

Rp 100,000

Scenario 2

The payment is made less than the total of minimum payment

Rp 70,000 Scenario 3

Full payment amounted to

Rp 1,000,000

29 January: New Transaction Rp 500,000

6 February: Statement Date February

Scenario 1\*

Total Billing

Rp 1,432,878

Minimum payment

Rp 143,300

Scenario 2\*\*

Total Billing

Rp 1,564,896

Minimum payment

Rp 156,500

Scenario 3\*\*\*

Total Billing

Rp 500,000

Minimum payment Rp 50,000

22 February: Due Date February

\* Amount available:

Rp 1,000,000 - Rp 100,000 = Rp 900,000

INTEREST:

Amount of Past Due: (Rp 1,000,000 x 35.4% x

 $31 \times 1)/365 \text{ days} = \text{Rp } 30,065.75$ 

New Transaction: (Rp 500,000 x 35.4% x 9 x

1)/365 days = Rp 4,364.38

Payment: (Rp 100,000 x 35.4% x 16 x 1)/365

days = Rp 1.551,78

Total Interest: Rp 30,065.75 + Rp 4,364.38 -

Rp 1,551.78 = Rp 32,878.36

Other fee: Rp 0

Total New Billing: Rp 900,000 + Rp 500,000 + Rp 33,335 = Rp 1,432,878 Minimum payment: 10% x 1,432,878 = Rp 143,288 = Rp 143,300

\*\* Amount available: Rp 1,000,000 - Rp 70,000 = Rp 930,000

#### INTEREST:

Amount of Past Due: (Rp 1,000,000 x 35.4% x  $31 \times 1$ )/365 days = Rp 30,065.75

New Transaction: (Rp 500,000 x 35.4% x 9 x 1)/365 days = Rp 4,364.38

Late Payment Fee: (Rp 100,000 x 35.4% x 16 x 1 )/365 days = Rp 1,551.78

Total New Billing: (Rp  $100,000 \times 35.4\% \times 16 \times 1)/365$  days = Rp 1,086.25

Total Interest: Rp 30,065.75 + Rp 4,364.38 + Rp 1,551.78 - Rp 1,086.25 = Rp 34,895.67

Other fee: Late Payment Fee: Rp 100,000

Total New Billing: Rp 900,000 + Rp 500,000 + Rp 34,895.67 + Rp 100,000 = Rp 1,564,896 Minimum payment: 10% x 1,564,896 = Rp 156,490 = Rp 156,500

Notes: the above calculation illustration uses calculation applicable to ANZ Platinum Card

#### 10. VARIED METHODS OF PAYMENT

Payment can simply be made by:

## 10.1 Cash Payment

Cash payment can be made at ANZ, Bank Panin, Bank Bukopin, Bank *Ekonomi* and BRI branches across Indonesia. Please fill in and complete below information on Credit Card Payment Form.

- ANZ Credit Card holder name
- ANZ Credit Card number (16 digits)
- Telephone number
- Total of payment
- Payment date

Cash payment made through Bank Panin, Bank Bukopin, Bank Ekonomi and BRI shall be accepted by ANZ within  $\pm$  2 work days.

# 10.2 Payment through ATM, Phone Banking, SMS Banking and Internet Banking

The payment can be made through the transfer feature of more than 40,000 ANZ ATMs joined in ATM Bersama and ATM Prima (ATM BCA) link.

Payment can also be made through some ATMs like ANZ ATM, Mandiri ATM, Permata ATM, BRI ATM, Bukopin ATM, OCBC NISP ATM, Danamon ATM, CIMB Niaga ATM, BNI ATM, Panin ATM, BII ATM, BCA ATM, Permata ATM and BTN ATM.

Payment can be made through Phone Banking, SMS Banking, and Internet Banking of Mandiri Internet, Mandiri SMS, Mandiri Call, PermataMobile, PermataTel, PermataMini ATM, BRI SMS Banking, BRI Phone Banking, BRI Mini ATM, BRI Internet Banking, Bukopin SMS Banking, Bukopin Internet Banking, OCBC NISP EDC, Call OCBC NISP, OCBC NISP Internet Banking, Danamon Access Centre (DAC), Danamon Online Banking, CIMB Niaga ATM/SST, CIMB Niaga Clicks, CIMB Niaga Call Centre 14041, CIMB Niaga Mobile Banking, EDC Mini ATM, BNI SMS Banking, BNI Internet Banking, BNI Phone Plus, BII Internet Banking, BII Phone Banking, Panin Mobile, Panin Internet, Call Panin, Panin Bisnet, Ekonominet, M-Banking BCA, KlikBCA, KlikBCA Bisnis and BCA by Phone.

Payment made through ATM, Phone Banking, SMS Banking and Internet Banking shall be received and recorded within  $\pm 2$  work days.

The holder of ATM Bersama or ATM with ALTO logo may conduct the payment for his/her ANZ Credit Card through PermataBank ATM, Permata Mobile, PermataNet,Permata Call Centre, and Permata EDC Mini ATM with additional fee asmentioned by any issuing bank.

### 10.3 Cheque/Giro

Cheque/Giro deposited shall be treated as a clearing account. The payment will be deposited in your ANZ Credit Card account after we receive your fund. Fill out the Credit Card Payment Form you may find in any branches of ANZ, Panin Bank and Ekonomi Bank. Please fill in and complete below information on cheque/giro:

- The date of filling out the Cheque/ Giro
- The date is the date when you deposit and cash Cheque/Giro
- Total amount of the cash deposited to pay the bill (write in figures)
- Your ANZ Credit Card number (16 digits)
- Sign the Cheque/Giro

For any Cheque/Giro which is rejected for any reasons, the Bank shall impose Cheque/Giro Rejection fee. Please do not send Cheque/Giro through postal service.

#### 10.4 Transfer/LLG

Transfer/LLG can be conducted by discharging your bank account or by depositing a number of cash to ANZ through the bank where you used to transfer your fund. You have to know any

information regarding the procedure and due date of fund transfer as determined by your bank. Occasionally, your bank will issue the transfer request at the same day or in the following day. We will receive and record the payment to your ANZ Credit Card within  $\pm$  2 work days. You have to mention those following information in your bank transfer/ LLG form:

- Destination Address: PT Bank ANZ Indonesia
- Your ANZ Credit Card number (16 digits)
- Your name, as a Cardholder, as stated in your ANZ Credit Card.
- The amount payable.
- Swift code transfer LLG (if you make an overseas payment)

#### 10.5 Due Date

The printing of the billing shall be conducted at the same date each month, due date (date of termination) of the payment shall be 16 (sixteen) days subsequent to the printing of the sheet. If the due date falls on a national holiday, the due date will be postponed to the next closest working day.

#### 10.6 Auto Debit

Any ANZ customers can enjoy auto debit service from ANZ Giro or saving account as much as the amount of minimum payment or total bill statement. Auto debit instruction form can be obtained in any ANZ branches

#### 11. FUND TRANSFER SERVICE

Enjoy the luxury of having an ANZ Credit Card. You can transfer your fund until it reaches certain credit limit offered at any banks in Indonesia. Easy and simply contact our 24-Hour ANZ Call Centre.

#### 12. ANZ BILL PAYMENT

For your convenience, monthly bill payment can be made automatically through ANZ Credit Card for various relevant billers. No-queue, time-saving and no need to remember due date from each biller.

For registration please call 24-Hour ANZ Call Center **500ANZ** or (area code) **500269**.

#### 13. ANZ GUARD

ANZ Guard protects you against ANZ Credit Card bill payment failure risk in case of death or temporary/permanent disability. Get this protection by premium 0.18% only from your credit limit. For registration, please call 24-Hour ANZ Call Centre **500ANZ** or (area code) **500269**.

#### 14. ANZ SPOT

ANZ has cooperation network with various prominent restaurants and hotels that enable you to enjoy various benefits and discounts by using ANZ Credit Card at places who put on ANZ Spot logo.

#### 15. ANZ TELESHOPPING

You can buy any latest items through the ANZ TeleShopping catalogue and enjoy the installment facility for up to 12 months. Order will simply be made via telephone and the items so ordered will immediately be delivered to latest address known by the Bank.

To get the ANZ TeleShopping service please contact our 24-Hour ANZ Call Centre 500ANZ or 500269

#### 16. ANZ TELETRAVEL

Through ANZ TeleTravel, we will help you preparing your business trip or a holiday trip with your family. Enjoy our 3 month installment facility with 0% interest for every ANZ TeleTravel facility. To get the travel service, please call ANZ TeleTravel on (021) 351 8778

#### 17. ANZ TOP UP

Enjoy an easy way to refill your mobile phone account and transfer the account to your relatives by ANZ Top Up. We offer those three facilities:

- 1. Periodic: you can refill your account automatically in every given date
- Trigger: you can automatically refill your account when it is below certain minimum level.
- 3. On-Demand: you can refill your account by sending SMS

Please call 24-Hour ANZ Call Centre as soon as possible in order to register your mobile phone number.

#### 18. MISCELLANEOUS

The name "ANZ" stated in this guidebook is intended to refer to legal name "PT. Bank ANZ Indonesia".

Any statement in this guidebook is true at the time of issuance thereof, but subject to change at any time before being communicated on its entirety to the holder of the ANZ Credit Card. To get more detailed and accurate information, you can contact our 24-Hour ANZ Call Centre.

Issued by PT. Bank ANZ Indonesia

#### CARD HOLDER AGREEMENT

#### 1. PREFACE

You should read and understand those following requirements before using your ANZ Credit Card. For any purposes this agreement shall be assumed as a contract made by and between you and the Bank and you, herewith, declare that by using the card shall obey and be bound to the Terms of Use as mentioned herein and by using the card you shall declare that you have legally accepted the provisions mentioned herein. In case you cannot accept this terms of use (or some parts thereof), you may give a written and/ or oral notification to ANZ Card Centre within 2 working days after receiving the card. Unless calling the Bank within those two working days, you shall be deemed as approving the terms. These terms shall be applied until the cancellation of your Credit Card account as regulated herein. Any amenments made hereto shall be informed by the Bank from time to time.

#### 2. **DEFINITION**

Those definitions shall apply to all provisions stated herein unless otherwise regulated specifically.

- 1. "Terms of Use" or "Card Holder Agreement" shall be defined as the basis made by and between the Bank and the Card Holder and with any purposes shall be deemed as an agreement made by and between the Bank and the Card Holder.
- 2. "Bank" or "ANZ" shall be referred to as PT Bank ANZ Indonesia.
- 3. "Card" shall be defined as any Credit Cards issued by the Bank for you or any Additional Card's holder in order to operate the Card Account.
- 4. "**Primary Card**" is the Credit Card issued by the Bank for Primary Card Holder.
- 5. "Supplement Card" is an additional Credit Card issued by the Bank for Additional Card Holder (as defined hereunder).
- "Card Holder" or "You" is any individuals receiving the card and entitled to operate the appointed account of the Bank, including the Account Holder.
- "Primary Card Holder" shall be defined as the Card Holder who enters into the contract with the Bank and bears the

- responsibility in accordance with the usage of the Card and the Card Account.
- 8. "Supplement Card Holder" is any individuals appointed by you to whom the Bank issue the Card to be operated at your Card Account.
- "Card Account" shall be defined as ANZ Credit Card account accessible by your Card and PIN.
- "Account Holder" is any individuals whose name appointed by the Bank to open the Card Account and shall be fully responsible for any transactions and liabilities thereof.
- 11. "Transaction", "Fee" or "Card Transaction" is any financial transactions related to Card Account.
- 12. "Merchant" is any shops/companies/other parties receiving your card for any goods and/or service purchasing and/or any cash withdrawal.
- 13. "PIN" is Personal Identification Number/ Personal ID used to electronically access your Card Account.
- 14. "Billing Date" is the termination date of your billing when the billing report of the Card Account displays all transactions being processed by the Bank within the end of the working hour of the determined date.
- 15. "**Due Date**" is the date when the payment shall be received by the Bank's Card Centre to be processed (You should wait for at least 2 working days after you make a payment in certain Bank so that your payment can be displayed in your account).
- 16. "Unpaid Balance" or "Final Balance" is certain amount payable for your Card Account in certain date which shall be sent to your billing address and written in your monthly billing statement.
- 17. "Minimum Due Payment" is certain minimum amount you should pay to meet the requirements herein.
- 18. "Past Due" is certain Minimum Due Amount (if available) billed in your previous billing statement. All past due shall be paid in advance.
- 19. "24-Hour ANZ Call Centre" is a phone facilities provided by the Bank for any Card Holders where he/she can ask for any information or convey any complaints about the Cards by calling certain numbers determined by the Bank and for this

purpose, the Bank has the right to change the numbers or information provided from time to time.

# 3. CARD HOLDER'S ACCEPTANCE ON THE AGREEMENT

Card Holder's acceptance on the terms and conditions hereof shall only be based on the usage of the Card by the Card Holder as mentioned in Article 1 of the Card Holder Agreement. By using the Card, therefore, the Card Holder will be assumed to accept, agree, and subject to all terms and conditions herein.

#### 4. OWNERSHIP

The Card shall always be owned by the Bank and provided to its Card Holder to be used in accordance with the requirements mentioned herein. The use of the Card shall be limited for the Card Holder by subject to other requirements mentioned herein. Card shall be valid until the Due Date mentioned thereof. Card Holder shall not share the Card with any other parties and/or give the permit to any other parties to use the Card and shall always protect the Card.

Card Holder is not allowed to share his/her any personal details related to his/her Card Account to other parties, except the Bank, including but not limited to the issued PIN, and shall use all of his/her effort to monitor the usage of his/her Card

# 5. THE DISCLOSURE AND DISTRIBUTION OF ANY INFORMATION AND DOCUMENTS

Card Holder agrees to disclose the condition of his/her Credit Card or any other information known by the Bank to any institutions appointed by the government in accordance with the prevailing laws, Credit Card issuers association and Credit Card companies or other financial institution.. The Bank will not disclose the information regarding the Card Account of the Card Holder's to any other parties but the ones mentioned hereinbefore, unless the Bank assumes it is necessary for its customer's shake and/or in case the Bank is obliged to disclose the information on the Card Account of the Card Holder in accordance with laws and regulation applied in Indonesia and by any liable officials appointed by the Government of the Republic

of Indonesia. The request of information mentioned thereof which is made by any liable officers shall be accepted by the Bank. Any Card Holders and any Additional Card Holders shall give permission to the Bank to notify any data processing, including any transactions and information on the Card Holder and Additional Card Holder(s). In accordance with the Bank disclosure written in this paragraph, Card Holder agrees not to include the Bank in any consequences that may be resulted from the disclosure of the information owned by the Card Holder and/or Additional Card Holder to any third parties.

Card Holder agrees to validate/ acknowledge/ approve any notes/ copies/microfilms made by the Bank as legal and binding evidences and the evidences shall have equal power with their authentic version. Card Holder agrees to give any additional information and documents requested by the Bank from time to time.

#### 6. CREDIT LIMIT

Credit limit set for your Card Account is the total of maximum transaction you may have and shall be given based on Bank's sole consideration in accordance to prevailing banking regulation. Bank has the right to increase or decrease the Credit Limit at any time (with or without your prior request). Credit Limit shall be cancelled at any time unconditionally by the Bank or automatically revoked by the Bank in case Debtor become less reliable, less dependable, or in the event of default. Bank also has the right to set different limit for any cash and non-cash transactions (for any credit limits of your Card Account) and has the right to determine certain limit for Primary Card and Additional Card(s). Bank shall inform the Card Holder for any changes on the credit limit.

Bank has the right to accept or reject any Card transactions made above the determined Credit Limit

In case Credit Limit set by the Bank is equal or more than certain limit determined by prevailing law and regulation, Card Holder is obliged to submit a copy of his/her latest Taxpayers Registration Number (NPWP) to activate the Credit Limit.

#### 7. AVAILABLE CREDIT

Available credit of your Card Account is certain amount of credit limit that is not yet in use until certain period of time. Available credit shall be counted by considering the amount of credit limit, Unpaid Balance of your Card Account, and any Costs or Transactions accepted by the Bank but not yet accepted for processing until the date. Bank, by considering prevailing banking regulations, has the right to separately set the credit limit for any cash and non-cash transactions, and shall inform on that matter from time to time. Regarding the separate limit determined by the Bank, credit available for cash withdrawal will be counted from the limit of cash withdrawal minus any (umpaid) cash withdrawal transactions and other unrecorded authorization of cash withdrawal. As for the non cash transaction, credit available shall be counted from total amount of credit limit minus the total of any (cash and non-cash) unpaid transactions and any unrecorded (cash and non cash) transactions. You shall show the responsibility on any transactions recorded in your Card Account by ceaselessly monitor the usage of the Card so that it does not goes over the (prevailing cash and non cash) available limit of your Card Account. The Bank shall also impose certain amount at any time when your Card Account goes over the credit limit determined by the Bank and shall notify it to you from time to time.

#### 8. LIMIT FOR DAILY CASH WITHDRAWAL

Bank has the right to set the limit for the cash withdrawal allocated for your Card Account by setting certain amount of daily limit of cash withdrawal of which amount will be informed to you. This amount is the maximum amount of cash withdrawal you've made each day, in accordance with the available credit in your Card Account (as stated in Article 7 abovementioned).

#### 9. ADDITIONAL CARDS

Based on the request submitted by the Primary Card Holder, Bank may issue some Additional Card(s) to any individuals who has reached the age of 17 or has been married as equested by Primary Card Holder.

Primary Card Holder shall be bound to the Card usage by Aditional Card Holder(s) and shall be responsible for any bills, costs, and expenses arise from the usage of the Additional Card(s) and Bank has the right to collect those expenses through your Card Account. Bank has the right to cancel one or more Additional Card(s) issued to you by sending prior notice to Primary Card Holder. Furthermore, by request of Primary Card Holder, Bank shall cancel any Additional Card(s). Nonetheless, any Transactions imposed to those Additional Cards shall be deemed legal and binding for Primary Card Holder until he/she pays all billings incurred to the Card. Moreover, Bank will not refund any costs or expenses paid for your Card Account.

# 10. EXPIRATION DATE, DUE DATE AND CARD RENEWAL

This Card will be valid from the period as mentioned in the front part of the Card. The expiration date for the Supplement Card(s) will be the same as the one applied to the Primary Card notwithstanding the period when the Additional Card is issued. The Card will be expired in the last day of the month written in the front part of your Card (Card may be cancelled or revoked prior to this date as mentioned herein). Upon the receipt of the Card, Card Holder will receive a PIN sent separately from the Card. Bank may issue a PIN to the Card Holder without special preliminary request from the Card Holder.

Unless the Card Account or Card Holder violate any requirements mentioned herein, Bank will automatically renew the expiration date of your Card and send a new one, usually one month prior to period of expiration. In certain condition, Bank may issue a replacement card for your card with new number. In case those cards do not have the same numbers, Card Holder shall ask the Bank to issue a new PIN. In case Card Holder do not receive any replacement card(s) within determined period, please immediately call 24-Hour ANZ Call Centre. In case Card Holder do not have the intention to renew the expiration date of his/her Card, Card Holder shall inform the Bank at least within 45 days prior to the period of expiration. Unless you do this, Bank will automatically renew all Cards related to your Card Account and impose any applicable costs you have to pay.

#### 11. ACCEPTANCE

Card will be accepted by the Merchant if Card Holder's signature is put in the back part of the Card. The Card will be accepted in any Merchants displaying certain logo of the Card (MasterCard or Visa). Nonetheless, Bank do not have any responsibilities nor liable for any rejections conducted by the Merchant by any means and on any conducts or loss that may discourage you. Any materials containing the promotion or logo of the Card displayed in whatever places is not the assurance that you can pay any available goods and services in that particular place with your Card. Nonetheless, you may report to the Bank in case there is any rejections/actions/loss conducted by any particular Merchants by citing the name of the Merchant, date and time when the event occured, and all information that may help the Bank performing its investigation.

#### 12. CASH WITHDRAWAL

By having Bank's authorization, you may draw certain amount of cash by using your Card, until it reaches certain amount equals to the (cash) credit limit available for any ATMs with MasterCard/Cirrus and/or Visa/Plus logo, and in any Bank counters which issue or provide MasterCard and/or Visa Credit Card service. Bank may set maximum amount of daily cash withdrawal, which may change at any time and may revoke or change this facility with notice to the Card Holder. Cash withdrawal will impose certain amount of additional cost to the Transaction as mentioned in the regulation from time to time. Any banks providing ATMs to draw cash advance for your Card shall set minimum and/or maximum limit of the Transaction which you should know and understand before doing any Transactions.

#### 13. FUND TRANSFER FACILITY

You may request the Bank to transfer the fund from your Card to any other accounts you have in other banks in Indonesia (Card Account or saving account) as you wish. The fund transfer will be deemed as cash withdrawal of your Card and the amount transferred will decrease the limit of your cash withdrawal and will be imposed certain amount of additional cost as mentioned in prevailing regulation. Fund transfer request may be addressed to the Bank by phone to 24-Hour ANZ Call Centre where

the Bank will check on the fund transfer request and has the right to whether accept or reject the fund transfer. Card Holder shall be fully responsible for the fund transfer and will not claim the Bank to be responsible for any damage or loss caused by the transfer. Card Holder will release the Bank from any loss or damage that may be occured, in whatever forms, as a result of this fund transfer unless the loss or damage is solely caused by the Bank.

#### 14. BILLING STATEMENT

Bank will maintain the Account in the name of Primary Card Holder in relation with Card Account where all Transactions, other obligation of Card Holder occured based on terms herein and any Bank's loss due to the Card or the Card number usage to the Card Holder shall be charge. Bank will send a Billing Statement which details any transactions imposed to your Card Account every month at a particular date as agreed before. Billing Satement will be sent to the Card Holder in e-statement form through the email addressed registered by the Card Holder for his/her ANZ Credit Card Application or to the current address known by the Bank.

For the Billing Statement sent to the billing addresseach Billing Statement will be deemed accepted by the Card Holder within 12 days subsequent to the Bank's delivery. Bank will include any Transactions related to Additional Cards in the Joint Billing Statement of your Card Account.

In case there is no Unpaid Balance nor Transaction accepted by the Bank after the acceptance of your latest billing statement, the Bank will not issue other billing statement. In case you do not receive a billing statement in whatever reason, the Bank will not accept it as a legal excuse for not making a payment for at least the Minimum Due Amount of your Account.

In case you do not receive the billing statement within 12 days subsequent to your Billing Date, you are liable to call the Bank to determine the amount of your due amount and you shall pay it immediately. You may ask the copy of your billing statement from the Bank with additional cost from the Bank. In case you do not settle in

the determined billing address at certain period when you shall receive the billing amount you shall find other alternatives to make the payment for your Card Account.

In case the Billing Statement mentions the wrong amount, Card Holder is obliged to report it to the Bank and convey his/her objection at least within 30 days subsequent to the Billing Date.

#### 15. CARD USAGE

Card Holder shall be responsible for the use of any facilities provided by the Bank regarding the Card Account and any related costs. All Transactions with payment bill (excluding the orders made by letter, phone, internet, e-mail, and ATM cash withdrawal) shall be signed by the Card Holder any time the Transactions are made by the Card Holder. The copy of the Transaction slip you have received shall be kept at least until the Transaction appear on your Bill Statement. By signing the Transaction slip, you will automatically declare and confirm on the validity, value, and the receipt of the goods, service, or cash (as provided), including any costs or bills imposed for the services displayed on the document.

Card Holder shall also be fully responsible for all additional Transactions imposed by the Merchant like hotel fee, rent car fee, cruise ship fee, and any other costs known by the Card Holder. Transactions may include room rate, food and beverage, insurance, rents, damage on rent vehicle, parking and any other traffic violations, and the fee imposed to any goods or services received on the cruise ship and an other Transactions. You may use your Card to pay any goods or services offered by airmail, telephone, e-mail or internet (where you may impose the value of any goods or services to your Card Account by stating the number of your Card to the Merchant by mail, telephone, email or internet). Those Transactions does not need any payment slip with your signature.

Unless you convey a complaint in accordance with certain provision mentioned herein, the Transactions imposed to your Account shall be deemed valid and receive your approval.

The copy of each Transaction slip (of any Transactions appear on your Billing Statement)

may be requested by Primary Card Holder and shall be deemed as an absolute decision made by the Bank. Bank will accept this request and take additional cost from that. In any conditions when the Merchant forget to ask Card Holder to sign the payment slip, voucher, withdrawal slip or mailed order form, Card Holder will not be released from his/her liability to pay those coupons or slips.

Before you pay any Transactions in your Card Account, in case you intend to cancel it, please tell the Merchant for the cancellation and make sure that the slip has been destroyed in front of you. If a Card Transaction is being processed in an electronic terminal, the Transaction has a very big chance to be successful (the Transaction has been imposed to the Card Account) when the Transaction slip is offered to you to be signed.

In such condition (and any other conditions when the Merchant has been agree to cancel the Transaction in your Card) you should make sure that the Merchant has finished the Transaction for your refund and give you the copy of that Transaction slip which accurately report your Card information in a particular document (i.e. credit slip). You shall keep this document and tell the Bank in case the refund has not been processed on your Card Account within 30 days subsequent to the date of refund transaction. The card shall not be used for any conducts against the law and for any illegal transactions, including but not limited to the puchase of goods and services prohibited by prevailing law and regulation in the Republic of Indonesia. Card Holder releases the Bank from any responsibilities (including but not limited to law and financial responsibilities) in case the Card.

Is used for any conducts against the law or any illegal transactions.

In case there is a compaint towards Transactions which is not made by the Card Holder, the Bank shall perform a further investigation to learn about the complaint. Card Holder shall send a written complaint (affidavit statement) and if necessary, send the Card as a further evidence. For any Transactions due to card counterfeitor multiplication confirmed to the

Bank, the Card Holder shall be released from his/her ability to pay those Transactions and the cost shall be imposed/incurred to the Bank.

#### 16. AMENDMENT TO PERSONAL DATA AND OCCUPATION

Primary Card Holder shall immediately notify the Bank, especially in written, for any amendment to any personal data and occupation of Card Holder, including but not limited to the data about ID number, home address, home phone number, mobile phone number, email address, occupation, office address, office telephone number, and annual income. You shall also agree to immediately notify the Bank for any amendment to Card Holder(s)' Name(s). Bank has the right to approve your request while waiting for the legal evidence for such amendment. Card Holder agrees to provide clear instruction to the Proxy appointed in Indonesia to solve the Card Account in case the Card Holder intends to leave Indonesia for more than 30 days and/or in accordance with the Power of Attorney signed by the Card Holder.

Bank at any time may request the update of your data as in compliance with the prevailing laws and regulations.

# 17. OVERSEAS COSTS AND FOREIGN EXCHANGE CONVERSION

Any Transaction made in other currencies besides Rupiah shall be converted to Rupiah. The conversion shall be done towards the United States Dollar first. And then into Rupiah. In case the Transaction is made in the United States Dollar, it will automatically converted into Rupiah. Conversion will be done at the date when the Transaction is being processed by MasterCard or Visa International, the processing date of which may be different from its Transaction date. The exchange rate used for conversion purpose shall be determined by MasterCard or Visa International, and additional conversion cost will be imposed thereto. Exchange rate used shall be that determined by MasterCard or Visa International, and additional conversion cost. Rate imposed may be calculated by dividing a transaction value in rupiah by transaction value in foreign currencies stated in billing statement.

#### 18. ATM TRANSACTION

Bank will issue a PIN for each Card Holder which enable you to use your Card in any ATMs with appropriate logo (Cirrus, Maestro, Visa, PLUS, and Visa Electron). You shall take any necessary efforts to protect the safety of your Card and PIN. You may not write the PIN in your Card or keep it in any written forms.

You may not give your Card or share your PIN with any persons. Card Holder shall be fully responsible for any Transactions processed through the use of the Card in any ATMs which accept the Card and herewith give the authority to the Bank to debit the Card Account with certain amount of withdrawal: with or without the cognizance or special authority of the Card Holder. Bank's record of transaction which is processed through the use of the Card in certain ATM will determine and bind for any interests. Bank has no responsibilities for any indirect/ direct loss or damages caused directly/indirectly by the error/ disfunction of the Card or ATM, temporary lack of funding in the ATM or any other problems appearing solely due to your fault in using the Card or ATM. Card Holder does not have the right to withdraw the fund above the credit limit for cash withdrawal transaction. Bank will impose administration fee for any cash withdrawal and it will be imposed to the Card Account of the Card Holder in the amount determined by the Bank and notified to the Card Holder from time to time.

#### 19. STOLEN/LOST CARD

Card Holder shall report to the Bank immediately after his/her card is stolen or lost or after he / she thinks that his/her PIN is known by other parties by calling 24-Hour ANZ Call Centre and ask the Bank to block the Card and/or PIN. The report shall be followed by the sending of (i) the written confirmation made by the Card Holder, and (ii) copy of policeman's report explaining the above-mentioned condition to the Bank. The written confirmation and policeman's report shall be submitted to the Bank at least within 2 x 24 hour after the report is made by the Card Holder. The Bank will record such loss and do necessary action to avoid the fraud of the Card subsequent to the receipt of the report. Card Holder will be responsible for any Card Transactions made by unauthorized party (if it is available) until the period when the Bank receive the report from the Card Holder on the loss/robbery of the Card and/or when the Bank receive the written report and policeman's report, which is earlier. Card Holder may send written confirmation and the report from the policeman to the Bank by facsimile. The dispatch by facsimile shall be deemed have been given by the Card Holder when the report is completely received by the Bank and sent to facsimile number determined by or given from 24-Hour ANZ Call Centre. After the determined date, Card Holder will not bear any further responsibilities providing that the Card Holder do not play a role in the loss scenario or cause the loss and not perform any cheats or being negligent of any unauthorized Transactions which are caused by the loss or robbery of the Card or the disclosure of the PIN. In case the Card Holder find back the Card, he/she shall report it to the Bank and may not be allowed to use the Card again and he/she is obliged to return the reported Card to the Bank. The Bank in accordance with its absolute decision, may approve or reject, prior to your request, the issuance of the replacement Card for the loss or stolen card, as mentioned in its Terms of Use which is similar to what has been mentioned in its authentic card as amended from time to time. Bank has the right to impose the fund for the replacement Card in the Card Account of the Card Holder. Notwithstanding any provisions mentioned in Card Holder Agreement which may go against the one mentioned herein, the Card Holder shall be responsible for any loss bear by the Bank due to the use of the Card by any parties who posses the Card due to Card Holder's approval.

#### 20. COST AND EXPENSE

Card Holder shall be responsible for and will be liable to pay:

- Any prevailing costs and taxes
- Any costs related to the issuance and the use of the Card and each Supplement Card

The costs which are imposed to the Card Holder shall be including but not limited to:

- Annual fee for Primary Card
- Annual fee for Supplement Card
- Late Payment Charge
- Stamp Duty

- · Cash Withdrawal Fee
- Above Credit Limit Fee
- Replacement Card Fee
- Refund Fee
- Bill Statement Printing Fee
- Request for transaction voucher or slip fee
- Transaction transfer to installment fee
- Installment cancellation fee
- Fund transfer fee
- The fee imposed for cheque/giro/payment auto debit rejection

Payment rejection fee is the fee imposed to the Card Account of the Card Holder in case the payment made by the Card Holder through cheque/giro/auto debit facility was rejected. For this condition, Bank has the right to impose an additional fee for the cancellation of the payment to the Card Account of Card Holder. Annual fee is the membership fee imposed each year to the Card Account of the Card Holder, begin from the period when the application form of the Card Holder was approved by the Bank and begin to be imposed in the first Billing Statement. Annual fee for Supplement Card is the membership fee imposed annually to the Supplement Card Holder and begin to be imposed when the application of Supplement Card was approved by the Bank, of which amount was determined in accordance with the Annual Fee for the Primary Card which calculated prorate since the Bank approved the application for the Supplement Card.

If certain instruction, cheque or any other instrument from the Card Holder cannot be approved, the Bank will impose the Card Holder with cheque/other instrument rejection fee with certain amount as determined by the Bank and the Bank shall inform it to the Card Holder from time to time.

This cost and expense may be amended from time to time by the Bank. The details of all costs incurred for the Card may be requested from the Bank, and the Card Holder shall be responsible to observe and get the list of Bank costs at any time.

#### 21. INTEREST

Interest will be charged if your payment is less than the total of new billing or the new payment is received after the Payment Due Date or no payment has been made. Bank will charge interest which will be calculated using the applicable interest rate for each type of transaction (retail or cash advance/third party transfer transactions). It will be calculated on daily basis from the transaction date to the date that the transaction is paid full, adjusted by any payment made. by Card holder and received by Bank.

#### A. For Cash Withdrawal

Interest will be calculated on the basis of cash interest rate from the date of cash withdrawal Transaction to the date of full payment of the cash withdrawal plus its interest. The interest will be calculated on the basis of "daily balance" in order to adjust with partial payment (cash withdrawal fee will also apply this basis).

#### **B.** For Other Transactions

No interest imposed to the Tansactions which are fully paid in the Due Date. In case there is no payment at all or no partial payment received until the Due Date, the Unpaid Balance will be altered into the opening balance for the next report. If certain report displays the unpaid amount and the billing amount as the opening balance, the amount of interest will be increased from the Billing Date to date of full payment. Any new Transaction appearing on the report will also cause the increased interest calculated from the date of the Transaction is recorded to Account until the date of full payment. Interest will be calculated on the basis of "daily balance" and will be adjusted with the partial payment. The total of interest will be added and calculated until the Billing Date plus the ineffective days after date of report (Saturdays, Mondays and other Bank's holidays) will also apply in the Billing Date.

#### 22. PAYMENT

Any kind of payment to your Card Account unless otherwise regulated specifically by the Bank, shall be made in Rupiah. Minimum Due Amount in your billing statement will be dued on your Due Date. You, herewith, understand that the Due Date is only one of the tools to

enable you to receive the billing statement and give the time for you to send your payment and in any conditions you do not have any rights to delay or avoid the payment in case you do not receive your billing statement or you receive it after the Due Date.

If you do not wish to fully pay all amount displayed in the Final Balance of your billing statement, you should pay at least the Minimum Due Amount appeared on your billing statement on the Due Date.

Any past amount or any amount withdrawn above the credit limit displayed on the billing statement shall be paid immediately.

Minimum Due Amount is the minimum amount shall be paid by the Card Holder. The amount of which will be calculated from certain percentage, which shall be informed by the Bank from time to time, counted from the Final Balance minus Fixed Installment plus certain percentage, calculated from the fixed installment, the amount above credit limit, and any due amount from your previous billing statement.

Bank, by considering the prevailing banking regulations, shall determine the minimum amount of Final Balance where the amount of Minimum Due Date is cease to apply andall Final Balance shall be paid. Before the closing, the suspension, or the cancellation of the Card, minimum payment facility shall not apply and notwithstanding the Minimum Due Amount as appeared on your billing statement, the Final Balance shall be paid in full.

The payment received by the Bank shall be applied to your Card Account in order to solve the unpaid components by following these sequence:

- Unpaid Billing Installment.
- Unpaid Billing Retail Interest.
- Unpaid Billing Cash Withdrawal Interest.
- Unpaid Billing Installment.
- Unpaid Billing Retail Cost.
- Unpaid Billing Withdrawal Cost.
- Unpaid Billing Installment.
- Unpaid Billing Retail Balance.
- Unpaid Billing Cash Withdrawal Balance.
- Unpaid Billing Transaction and installment.

- Unpaid Billing Retail Transaction.
- Unpaid Billing Cash Withdrawal Transaction.

Any excess of payment (after fulfilling the abovementioned obligations) shall be displayed as the credit balance in your Card Account.

#### 23. AUTO DEBIT FACILITY

Bank shall enter into an agreement with any other banks in Indonesia, so the Card Holder owning any accounts in those banks may give fixed instructions to such other banks to conduct auto debit towards certain amount of Minimum Due Amount or Final Balance from the Card Account of Card Holder to the Card Holder's saving account or current account managed by those other banks. In case Card Holder uses this facility, Minimum Due Amount or Final Balance shall be debited to Card Holder's account (in those other banks) on the Due Date of the billing statement of the Card Holder. Bank will not separately inform you on the processed Transaction and you shall bear the responsibility to make sure whether the account you have registered to get this auto debit facility has adequate fund to pay the billing of your Card Account on the Due Date of your Credit Card Account. Bank does not liable by any means for any conducts or errors caused solely by those other banks during the processing of auto debit instruction. In case other banks reject or return the auto debit instruction, the Bank has the right to cancel your instruction and revoke the auto debit facility offered to you.

# 24. POSTPONEMENT, CANCELLATION, AND TERMINATION

In case by any means the Card Holder is unable to meet one of the Terms of Use, Bank may at any time terminate or postpone one or more facilities provided for you as mentioned herein by cancel or postpone the Card without prior approval from the Card Holder. Bank has the right to terminate any Card Account based on certain information which is based on Bank's consideration may affect your financial condition or any other conditions, based solely on Bank's consideration. The termination of any Card Account shall be performed by the Bank after Bank has the confirmation on the information derived from the third party, during verification

process or after the Card is approved. Bank, whatsoever, based on its sole consideration, may decide not to extend the due date of the cards in your possession. The cancellation or postponement of the Card or the decision of not extending the due date of the Card shall not terminate any responsibilities or obligations owned by the Card Holder as stipulated herein. Subsequent to the cancellation or postponement of the Card, Bank shall claim the full amount of Unpaid Balance which is stipulated herein should be paid by the Card Holder. Primary Card Holder may terminate this agreement at any time by requesting the Bank to close the Card Account.

The Bank shall immediately block a card if the Cardholder applies for Closing of Credit Card Account and thereafter complete the Credit Card closing process within 3 (three) working days on condition that the Cardholder has settled all of its liabilities. You cannot perform any reward points redemption if you have performed card closing.

Closing of Credit Card Account shall be deemed to have completed if all of the following things have been made:

- Card Holder shall call 24-Hour ANZ Call Centre and convey an application to terminate his/her ANZ Credit Card.
- Any amount obliged to be paid to the Bank as mentioned herein has been fully paid (Card Account should be zero).
- All cards (Primary and Additional Card (s)) shall be cut right on the chip or magnetic ribbon part of the Card.

On any conditions Bank will not refund any costs or billing incurred to the Card Account prior to the termination or cancellation and you, hereby, declare to pay all of those billing and costs.

#### 25. UNPERFORMED LIABILITIES

If Cardholders fail to pay to the Bank all Minimum Amounts due according to the Terms of Use, they agree that the Bank has the right to take any or all of these actions:

 to retain reward point exchange if Cardholder's quality is listed in the special treatment quality. Reward point exchange may only be made if Cardholder credit quality is listed in the liquid quality.

- to eliminate existing reward point if Cardholder's credit quality is listed in the not liquid, doubtful and bad quality.
- to assign its employees or third parties to at any time visit or call Cardholders, at their homes or offices, or any other places where Cardholders are possibly present. Collection efforts are used in accordance with the Bank's internal policy and applicable regulations.

Collection may be made using services of other parties or third parties out of the Bank if Cardholder's credit quality is listed in the bad quality.

Collection may only be made at place of collection or domicile of Credit Card Holder. Collection may only be made at 08.00 until 20.00 local time. Collection out of the places and/or times may only be made on prior acceptance and/or agreement with Credit Card Holder.

- to call emergency contact and other contacts of Cardholder.
- to call through public media.
- to reveal such information to banks or other institutions as stipulated by the Bank.
- to file insolvency claim against Cardholder through Commercial Court.
- to release all charges and expenses incurred by the Bank to Cardholder, including agency cost and legal fee on the basis of full indemnity, and the Bank shall assume no responsibility for all consequences which arise out of any act or loss from efforts to make and do all matters above.

#### 26. DISPUTE TRANSACTION

In case Card Holder intend to dispute any particular Transactions, Card Holder shall agree to submit a signed statement to the Bank within 30 days from the day when the billing statement of which disputed Transaction appears. The statement shall be signed by the Card Holder whose name mentioned therein, such matter shall also apply to the Additional Cards and the signed statement shall list those following information:

Your Name

- Your Card Number
- The Nature of disputed Transaction, and attach (if available) a copy of the record of the Transaction and a copy of credit note from the Merchant
- Amount of Transaction
- Date and (if possible) the estimation of the exact duration of the disputed Transaction.
- Any information or legal complaints conveyed to the police.

Bank shall use all of its efforts to respond on your complain at least within 45 days after the receipt of the detaild of disputed Transaction. In case Bank declares that certain error really occurs, Bank will fix the error (in case it is possible) and refund all the interest and receivables imposed to your Card Account due to that error. Bank will not be liable for any further consequences of such error.

# 27. ELIMINATION OF INTEREST, FEE OR PENALTY

If a Cardholder is imposed any interest, fee or penalty which is inappropriately imposed in an billing statement, the Cardholder may call 24-Hour ANZ Call Center and apply for elimination of such interest, fee or penalty. The Bank will respond such application within 7 (seven) working days. If the Bank decides that a mistake occurred, the Bank will correct such mistake and eliminate interest, fee or penalty so imposed.

# 28. CREDIT COLLECTIBILITY STATUS OF CARD HOLDER

Bank will classify the credit collectibility status of Card Account based on the payment pattern made by the Card Holder.

The billing payment which reaches or exceeds its minimum due which shall be paid on or before the Due Date shall be classified as the Card Account with "smooth" collectibility status. Card Account with the billing payment less than its minimum due and/or made after the Due Date shall be classified as "non smooth" credit collectibility status, which will be further classified by the Bank based on the arrear of the payment,i.e. "Under Special Mention" collectibility (with 1–89 days in arrear), "Substated" (with 90–119 days in arrear),

"Doubtful" (with 120–179 days in arrear), and "Loss" (with more than 180 days in arrear).

In accordance with prevailing banking regulation, Bank shall implement single debtor policy where the credit collectibility status of the Primary Card Holder may reflect the credit collectible status of the Supplement Card Holder(s), and vice versa, where the lower amount of credit collectibility status for both Primary and Supplement Card Holder(s) which shall be determined by the Bank.

In case the Card Holder has more than 1 Cards, Bank shall implement the lowest amount of those credit collectibility status.

# 29. AUTHORIZATION AND INDEMNITY FOR TELEPHONE, TELEX, AND FACSIMILE INSTRUCTIONS

Card Holder shall authorize the Bank to depend on and perform any actions based on any notification, instructions, requests, or any other means of communication that may be conducted by phone, telex, facsimile, or any devices (which shall be re-confirmed by the Bank) by the Card Holder or other party acting on behalf of the Card Holder who represents the Card Holder and Bank has the right to assume such instruction as a fully authorized instruction from the Card Holder and Bank has the right to perform any actions in accordance with such instruction as considered appropriate by the Bank. Based on the terms of authorization and indemnity mentioned herein, Bank is not obliged to obey and perform any particular actions based on those above-mentioned instruction which include the following, but not limited to:

- Amendment to the mandate
- Alteration of the authorized party
- Power of attorney authorized to any other individuals/institutions
- The closing of the Account and the transfer of balance by any means
- Amendment to the Card Holder's data
- Amendment to Card Account's data
- Issuance, replacement and blocking of Cards
- PIN Issuance

In accordance with the instruction given by phone, the Card Holder, hereby, give the authority to the Bank to:

- Record, monitor, and track any phone conversations made between Card Holder and Bankfor the Bank's internal interest.
- (ii) Verify on the authenticity of the caller by asking the caller to give certain information in accordance with the Card Account of the Card Holder so that the Bank will be able to confirm the authenticity of the caller and let him/her get any information on the respected Card Account and to give any particular instruction to the Bank.
- (iii) Set the verbal agreement as a legal note which has equal power with a written agreement.

From time to time Bank shall notify the Card Holder through short messaging service ("SMS") which will be sent to Card Holder's mobile phone as registered to the Bank in accordance with the programs offered by the Bank and the status of Card Holder's Card Account, including but not limited to the information about credit limit and Due Date of the payment. Card Holder, hereby, shall assign the authority to the Bank to send the above-mentioned notification by SMS to Card Holder's mobile phone. Card Holder, therefore, is liable to inform the Bank about his/her latest mobile phone number an to inform the Bank on any alterations made thereto.

By considering Bank actions as mentioned herein. Card Holder, hereby, take an irrevocable oath that he/she shall indemnify any single loss of the Bank and shall from time to time indemnify any kind of loss, claims, legal actions, consequences, requests, damages, costs, and expenses suffered by the Bank in whatsoever nature and resulted by any means or as the consequences of the above-mentioned instruction. These terms of authorization and indemnity shall be applied unless otherwise and until the Bank provides written approval for the termination report sent by the Card Holder in accordance with the terms of the assignment of the mandate

#### 30. SERVICES AND FACILITIES

From time to time Bank will conduct any cooperations with any agents in order to promote any additional services and facilities to the Card Holder.

All those cooperation shall be conducted on the basis of the best efforts, Bank does not assure and is not liable for any products or services offered by the third party according to the cooperation.

Dispute (if available), shall be solved directly by the Card Holder and the Merchant as explained in Article 28 above

#### 31. MEDIATION PROCESS

Card Holder may conduct a follow up towards a financial complaint pledged to the Bank which may happen due to Bank's sole negligence/error and of which Bank has offered a final solution through a banking mediation mechanism as stipulated by prevailing banking regulations.

Any complaints or objections about the Credit Card shall be reported verbally to 24 Hour ANZ Call Centre or by email to customercare.id@anz.com for written complaint.

Verbal complaint shall be responded within 2 (two) working days. In case the problem cannot be solved by the Bank within 2 (two) working days, the Bank shall request Card Holder to convey a written complaint attached by a copy of Card Holder's valid ID Card and other related documents.

The written complaint shall be responded within 20 (twenty) working days subsequent to the receipt of the written complaint. In certain condition, the Bank may extend the time until the next 20 (twenty) working days. Bank shall send the respond towards the written complaint to the address as listed in the system of the Bank.

Written complaint shall be attached with a copy of valid ID Card and other related documents

In case the complaint is pledged by the Proxy of the Card Holder, besides those above-mentioned documents, the complaint shall be attached by a copy of the Proxy's valid ID Card and the power of attorney which is addressed to the Proxy and signed by the Card Holder who states that the Card Holder has assigned an authority to the Proxy to represent him/her and to act for and on behalf of him/her.

In case the Card Holder represented by an institution or a legal entity, the institution or legal entity shall attach a document stating that it has the authority to represent the Card Holder.

The complaint pledged by Card Holder's Proxy shall be made in written form.

#### 32. LIABILITY LIMITATION

In case by any means any complaints are pledged by the Card Holder to the Bank, the Card Holder shall agree that the liability born by the Bank may not exceed the real amount of loss born by the Card Holder and it shall be legally proven.

#### 33. WAIVER

The negligence or the delay of the Bank to perform any rights, authorities, or privileges as specifically mentioned herein shall not be deemed as a waiver towards its authorities and privileges and the execution of all and any parts of the right, authority, and privileges as mentioned herein will not cease the implementation of those rights and authorities or the implementation of any other rights, authorities, and privileges.

#### 34. PREVAILING LAW

This Terms of Use shall be regulated and interpreted in accordance with the Law of the Republic of Indonesia and the Card Holder shall irrevocably subject to non-exclusive jurisdiction of Indonesian court, with certain condition that the obedience may not lower the level of authority owned by the Bank to take any legal actions based on any other jurisdiction.

#### 35. LEGAL DOMICILE

Card Holder, hereby, agree to select its legal domicile at the office of the Registrar of Central Jakarta District Court in accordance with any legal processing pledged towards the Card Holder regarding this Terms of Use.

#### 36. BANK'S TRANSFER OF RIGHT

Card Holder agrees that any interest, responsibilities, and liabilities of the Card Holder cannot be transferred as mentioned herein.

Bank has the right to transfer any interest or unpaid billing of the Bank as mentioned herein to other institutions or individuals by certain mean as determined by the Bank and based on Bank's sole consideration. Card Holder shall irrevocably appoint the Bank as his/her Proxy for approving any notification on the transfer which shall be distributed to the Card Holders. Card Holder agrees to assign the right to the Bank to disclose any confidential information regarding the Card Holder to any potential recipients of the transfer and their advisors.

#### 37. TRANSFER OF NON SMOOTH ACCOUNT

Card Holder agrees and admits that the selling/ transfer shall be conducted by the Bank to any other parties for any non smooth accounts (delinquent accounts) and after the account is sold/transferred, the Card Account shall be terminated and any liabilities left unperformed by the Card Holder to the Bank related to the Card shall also be transferred to the other parties. Card Holder agrees to cooperate with the Bank or any recipients of the transfer to enable the transfer of the non-smooth account.

#### 38. TERMINATION

Card Holder's Agreement shall be terminated based on any conditions mentioned herein and the termination does not need any verdicts of the court for its implementation.

Both Card Holder and Bank, therefore, shall waive the second and third alignments of Article 1266 of the Indonesian Civil Code prevailing in the Republic of Indonesia.

#### 39. AMENDMENT

Bank at any time has the right to amend or alter any provision mentioned herein. Any amendment or alteration made hereto shall be deemed legal and binding towards the Card Holder. In this regard,

Bank shall send written notification to the Card Holder by any means as deemed appropriate by the Bank. In case Card Holder does not agree on such amendment or alteration, he/she may terminate this agreement as stipulated herein.

### 40. LANGUAGE

This Card Holder Agreement is made in Indonesia and English versions. In case there are any contradictions between its Indonesian and English versions, Indonesian version shall be deemed applicable.