

# TERMS AND CONDITIONS FOR BCA CREDIT CARDS

## Article 1

1. BCA Card, BCA Mastercard, BCA Visa Card, BCA JCB Card, BCA UnionPay Card, and other credit cards (each, "**Card**") issued by PT Bank Central Asia Tbk ("**BCA**") are the property of BCA
2. BCA may cooperate with a BCA business partner ("**Cobrand Partner**") to issue the Card, which contains the BCA logo and the BCA business partner's logo or a logo determined by the BCA business partner (the "**Cobrand Card**").

## Article 2

1. BCA will deliver the Card, whether a new Card or a renewal Card, directly to the person whose name is printed on the Card ("**Cardholder**") at the address according to the data held by BCA. If the Cardholder is unable to receive the Card directly from BCA at the time of delivery of the Card, the Cardholder hereby gives consent to BCA to deliver the Card, whether a new Card or a renewal Card, to another person at the Cardholder's address recorded at BCA, provided that BCA shall record the delivery date of the Card and the identity of the Card recipient.
2. The Card is non-transferable and must be signed by the Cardholder. During the validity period of the Card, only the Cardholder is entitled to use the Card for payment transactions with merchants that accept payments using the Card ("**Merchant**") or for cash withdrawal transactions through Automated Teller Machines (ATMs) or at BCA branches/other banks that accept cash withdrawal transactions using the Card.
3. The Card that comes with a contactless transaction feature can be used to conduct transactions simply by holding the Card (without having to dip/swipe the Card) close to an Electronic Data Capture (EDC) machine or any other terminal that can accept contactless transactions. Contactless transactions can be conducted without a PIN (Personal Identification Number) subject to the transaction limits and regulations set by the Card principal or otherwise as applicable in each country where the Cardholder conducts transactions, as well as the transaction limits and frequency of contactless transactions that can be conducted by the Cardholder according to the provisions applicable at BCA.
4. BCA is not responsible for the Merchant's refusal of any payment using the Card.

## Article 3

1. A Cobrand Cardholder who is not yet a member of the Cobrand Partner when applying for a Cobrand Card will be registered as a member of the Cobrand Partner. This provision applies only to the main Cardholder. A supplementary Cardholder wishing to become a member of the Cobrand Partner must apply directly to the Cobrand Partner.
2. In connection with the registration for membership of the Cobrand Partner as described above, the Cobrand Cardholder hereby authorizes BCA to provide the Cobrand Cardholder's data to the Cobrand Partner.
3. For a prospective Cobrand Cardholder who is already a member of the Cobrand Partner, if the data of the prospective Cobrand Cardholder submitted to BCA differs from the membership data existing with the Cobrand Partner, the prospective Cobrand Cardholder agrees to create a new membership with the Cobrand Partner using the data provided by the prospective Cobrand Cardholder to BCA.
4. The type of Cobrand Card to be issued for the supplementary Cardholder will be the same as the type of Cobrand Card issued to the main Cardholder.
5. The Reward BCA from BCA and any loyalty benefits from the Cobrand Partner (if any) will be provided only to the main Cardholder.

#### Article 4

1. BCA will settle in advance with the Merchant or other banks all transactions conducted using the Card based on the billing data submitted to BCA.
2. The Cardholder is responsible for paying BCA all amounts associated with transactions conducted using the Card.
3. BCA will issue a monthly bill to the Cardholder for all transactions conducted by the Cardholder ("**Billing Statement**") in the form of a soft copy (e-Statement) or a hard copy according to the Cardholder's preference. If the Cardholder chooses to receive the Billing Statement in hard copy, BCA reserves the right to charge a fee for printing and sending the Billing Statement, which will be charged to the Cardholder's Card account.
4. The Cardholder must promptly notify BCA of any changes in the Cardholder's address, as well as home/office/mobile phone numbers. Any consequences arising from the Cardholder's failure to notify BCA of such changes in the Cardholder's data, including, among other things, any delayed receipt or non-receipt of the Billing Statement, shall be the sole responsibility of the Cardholder. Any delayed receipt or non-receipt of the Billing Statement does not eliminate the Cardholder's obligation to pay any outstanding amounts incurred from the use of the Card, including any late charges and interest, according to the provisions applicable at BCA.
5. The Cardholder must pay all bills stated in the Billing Statement with the minimum amount in rupiah according to the payment terms set by BCA (hereinafter referred to as "**Minimum Payment**") no later than the due date of the relevant billing month or on the next calendar day following the due date (if the due date falls on a holiday).
6. If based on calculation the Minimum Payment is less than Rp 50,000 (fifty thousand rupiah), the Minimum Payment payable by the Cardholder shall be Rp 50,000 (fifty thousand rupiah).
7. Late payment of the bills will cause transactions to be declined. BCA reserves the right to block the Card if on the due date BCA does not receive payment of the Card bills at least in the Minimum Payment amount.
8. In the event of any overdue payment, the Cardholder must pay off all overdue amounts. If payment is made by cheque/*bilyet giro*, the payment will only be considered effective when BCA has actually received it in good funds. If the cheque/*bilyet giro* is rejected or canceled, the Cardholder will be charged an administration fee and/or other fees (if any) in the amount as determined by BCA and notified in any form and through any means according to applicable law.
9. If the Cardholder chooses to pay the Card bills via auto-debit from a BCA account, BCA will debit the relevant BCA account to pay the Card bills on each due date of the Card bills according to the payment percentage selected by the Cardholder.
10. BCA may use third-party services to conduct collection until all of the Cardholder's obligations to BCA are fully paid, with due regard to applicable law.
11. If the Cardholder also obtains other credit facilities from BCA, the Cardholder's collectability with respect to the use of the Card and such other credit facilities from BCA will follow the lowest credit collectability assigned according to the data of the Cardholder's credit facilities on record with BCA.
12. The Cardholder is responsible for all the fees and charges incurred in connection with the issuance and use of the Card including but not limited to annual fees, interest, late charges, Card replacement fees, stamp duty, insurance premium fees (if the Cardholder agrees to become a credit life insurance customer), Billing Statement printing fee, as well as other fees and charges that will be notified by BCA to the Cardholder in any form and through any means according to applicable law.

#### Article 5

1. If the Card is lost, the Cardholder must immediately report the loss to Halo BCA (24-hour service) or the nearest BCA branch office (during the operating hours of such BCA branch office). If required by BCA, the Cardholder must provide a written

notification of loss signed by the Cardholder in the form and substance satisfactory to BCA. The Cardholder is responsible for all existing card transactions until BCA receives the notification of loss from the Cardholder.

2. The lost Card reported in the notification of loss cannot be used for transactions. For Card replacement purposes, the Cardholder must provide BCA with clear identification and will be charged a card replacement fee, the amount of which will be notified by BCA in any form and through any means according to applicable law.
3. If the lost Card is later found, the Card must be returned to BCA.

#### **Article 6**

BCA will impose late charges on the Cardholder for any monthly balance that remains unpaid after the specified due date and interest at the rate then applicable, calculated from the transaction posting date. BCA has the right to determine the amounts of late charges and interest, which will be notified by BCA to the Cardholder in any form and through any means according to applicable law.

#### **Article 7**

BCA is not liable for any defects and deficiencies of any kind in goods or services paid for using the Card. In the event of any dispute over the purchase of such goods or services, the Cardholder remains obligated to pay any bills associated therewith as stated in the Billing Statement.

#### **Article 8**

If BCA receives billing data in a currency other than Rupiah, the amounts will be converted by BCA into Rupiah based on the exchange rate determined by BCA on the date of receipt of the bills.

#### **Article 9**

The Cardholder is fully responsible for any use or misuse of the Card, whether by the Cardholder or other parties, and is prohibited from using the Card to conduct transactions that violate applicable laws. All bills along with the fees and charges incurred in connection with the use of the Card are the full responsibility of the main Cardholder and the supplementary Cardholder, and therefore BCA reserves the right to collect such fees and charges directly from the main Cardholder and the supplementary Cardholder.

#### **Article 10**

1. BCA reserves the right to determine the credit limit and type of Card that will be provided by BCA to the Cardholder. The credit limit may be either reduced or unconditionally canceled at any time by BCA. The credit limit may also be automatically canceled if the Cardholder's collectability deteriorates to substandard (*kurang lancar*), doubtful (*diragukan*), or loss (*macet*). The credit limit and type of Card to be provided by BCA to the Cardholder, including any changes thereto (if any), will be notified by BCA to the Cardholder in any form and through any means according to applicable law.
2. BCA under certain considerations reserves the right to block the Card, terminate the use of the Card, and revoke all rights attached to the Card, among other things, if:
  - a. the Cardholder is known to use and/or reasonably suspected of using false documents and/or providing incorrect data to BCA;
  - b. the Cardholder provides information that is questionable in its accuracy;
  - c. the Cardholder's transaction funds are known to originate and/or reasonably suspected of originating from criminal activities;
  - d. the Cardholder uses the Card to conduct transactions that violate the provisions of

- applicable law (including laws on anti-money laundering, counter-terrorist financing, and counter-proliferation financing of weapons of mass destruction (AML, CFT, and CPF));
- e. the Cardholder uses the Card for purposes other than as a payment instrument;
  - f. there is an indication that the Cardholder is using the Card for cash withdrawals/swiping at Merchants; and/or
  - g. there are indications that the Cardholder has committed unlawful activities, or is involved in criminal, state administrative, tax, or civil cases.
3. BCA reserves the right to notify the Merchant of the above if deemed necessary.
  4. If the use of the Card is terminated, BCA reserves the right to block the Card, and the Cardholder must immediately and fully pay to BCA all outstanding bills related to the use of the Card no later than the termination date of the Card use. The Cardholder and BCA agree to waive the provisions of Article 1266 of the Indonesian Civil Code to the extent that a court decision is required for the termination of an agreement, thereby allowing the termination of the Card use without a court decision.

#### **Article 11**

The PIN (Personal Identification Number) can be used by the Cardholder to make payment transactions, cash withdrawals, and/or other transactions. The types of such other transactions shall be determined by BCA and notified in any form and through any means according to applicable law. The Cardholder must keep the PIN confidential and must not store the PIN and the Card together in the same place. The Cardholder is fully responsible for the use and misuse of the PIN, whether by the Cardholder or any other party.

#### **Article 12**

As long as the Cardholder still has outstanding obligations to BCA in connection with the use of the main Card, the supplementary Card and/or other obligations, the main Cardholder and the supplementary Cardholder hereby authorize BCA to block and/or debit any savings account, current account, time deposit account, reward BCA balance, and/or other accounts owned by the main Cardholder and/or supplementary Cardholder at BCA, and apply the debited amounts to discharge all of the Cardholder's debts and obligations to BCA, including among other things, the principal, interest, penalties, court costs, and other fees and charges.

All consequences arising in connection with the debiting of the accounts and the reward BCA balance of the main Cardholder and/or the supplementary Cardholder under such authority shall be the full responsibility of the main Cardholder and the supplementary Cardholder.

#### **Article 13**

If the Cardholder is the Merchant, BCA reserves the right to suspend any payment, block and/or debit the Merchant's account, or set off any unpaid sum as well as its interest, penalties, and other fees and charges against the Merchant's claims to BCA

#### **Article 14**

If the Cardholder agrees to become a credit life insurance customer, BCA will charge the Cardholder for the credit life insurance premium. All risks to be covered by the insurance company are specified in the insurance certificate and the credit life insurance policy. The insurance policy shall set out that BCA is the appointed beneficiary of the sum insured, which will be applied to settle part or all of the Cardholder's debts and obligations to BCA (banker's clause). The Cardholder hereby states that in the event of any insurance claims, the insurance company shall be fully responsible therefor. The Cardholder hereby holds

BCA harmless against any responsibility for the insurance claims.

#### **Article 15**

The Cardholder hereby states that all records, printouts, recordings, means of communication, or other evidence in any form held by BCA regarding transactions conducted by the Cardholder are valid and binding evidence for the Cardholder, unless proven otherwise.

#### **Article 16**

The authority granted under these Terms and Conditions for BCA Credit Cards is irrevocable and shall not terminate for any reason, including those set out in Articles 1813, 1814, and 1816 of the Indonesian Civil Code as long as the Cardholder still has outstanding obligations to BCA in relation to the use of the Card.

#### **Article 17**

Upon the Cardholder's approval, BCA will provide the Cardholder's data and transaction data related to the use of the Cobrand Card to the Cobrand Partner for the issuance, marketing, and provision of services related to the Cobrand Card to the Cardholder, as well as for handling the Cardholder's complaints or issues.

#### **Article 18**

1. Any complaint in connection with the Card may be lodged by the Cardholder through Halo BCA or a BCA branch office. For the purpose of handling such complaint, BCA may require the Cardholder to provide BCA with a copy of the Cardholder's identity card and other supporting documents.
2. If the Cardholder has a complaint/objection related to any transaction printed in the Billing Statement, the complaint/objection must be lodged by the Cardholder with BCA no later than 30 (thirty) calendar days of the Billing Statement print date.
3. BCA reserves the right not to address any complaint/objection received by BCA after the lapse of such period.

#### **Article 19**

Upon the termination of the cooperation between BCA and the Cobrand Partner in the issuance and marketing of the Cobrand Card, the Cardholder hereby authorizes BCA to issue a replacement for the Cobrand Card and substitute the Cobrand Partner according to the provisions applicable at BCA.

The termination of the cooperation between BCA and the Cobrand Partner in the issuance and/or marketing of the Cobrand Card shall not release the Cardholder from all of the Cardholder's outstanding obligations arising in connection with the use of the Cobrand Card.

#### **Article 20**

The Cardholder hereby agrees to comply with and to be bound by the provisions contained in these Terms and Conditions for BCA Credit Cards, the Card application form, the welcome pack, and the Card usage procedure, and, specifically for a Cobrand Cardholder, the terms and conditions for membership applicable at each Cobrand Partner. BCA has the right to modify the provisions in these Terms and Conditions for BCA Credit Cards, including but not limited to those regarding interest, penalties, administration fees, credit limits, and Minimum Payment, as well as the Card application form, the welcome pack, and the Card usage procedure, which will be notified by BCA to the Cardholder in any form

and through any means according to applicable law.

#### **Article 21**

1. The Cardholder agrees that any dispute or difference of opinion arising from and/or in connection with the implementation of these Terms and Conditions for BCA Credit Cards will be resolved in an amicable manner.
2. Any dispute or difference of opinion that cannot be amicably resolved between BCA and the Cardholder will be resolved through the banking mediation facility at Bank Indonesia or the Financial Services Authority or by means of mediation through an Alternative Dispute Resolution Institution included in the List of Alternative Dispute Resolution Institutions established by the Financial Services Authority.
3. Any dispute or difference of opinion that cannot be resolved in an amicable manner and/or by means of the mediation as described in item 2 of this Article, will be resolved through the District Court of Central Jakarta, without prejudice to BCA's right to file a suit or claim at any other District Court within the territory of the Republic of Indonesia.

**These Terms and Conditions for BCA Credit Cards have been aligned with the laws and regulations in force, including Regulations of the Financial Services Authority**