

CITI ULTIMA CREDIT CARD TERMS AND CONDITIONS

These Terms and Conditions for Citi Credit Cards ('**Terms and Conditions**') are valid and binding on all Citi Credit Cardholders and Citibank N.A., Indonesia ('**Citibank'**) in connection with the issue of certain Citi Credit Cards in the name of the Cardholder.

1. Definitions

- 1.1 "Credit Limit" means the maximum amount of credit approved by Citibank for each Citi Credit Card account, including any variations thereto from time to time.
- 1.2 "Combined Credit Limit" means the maximum amount of the credit facility is approved by Citibank for all Citi Credit Card accounts, including thereto from time to time.
- 1.3 "Interest" means a certain amount to be charged by Citibank if the Total Amount Due is not paid in full or if the Total Amount Due is paid after the Due Date.
- 1.4 "Administrative Fee" means a certain amount to be charged by Citibank to the Cardholder with respect to the Citi Credit Card account. The types and rates of the Administrative Fee can be viewed at www.citibank.co.id/ultima.
- 1.5 "Fixed Installment" means any installment on a loan and/or a financing facility that has been approved by Citibank and will be charged to the Citi Credit Card account on a monthly basis, in which case the total amount of the loan facility will automatically reduce the Credit Limit of the relevant Citi Credit Card.
- 1.6 "Business Day" means a day on which banks in Indonesia generally operate their businesses, namely from Monday through Friday, except for a national holiday or any day officially stipulated by Bank Indonesia as a holiday.
- 1.7 "Citi Credit Card" means any credit card issued by Citibank in the name of the Cardholder, whether a primary card or a supplementary card.
- 1.8 "Communication(s)" means any statement, request, instructions, notice, document or any other form of communication (including oral, written and electronic communication).
- 1.9 "Credit Card Statement" means a notification sent to the Cardholder regarding, among others: the Total Amount Due, Minimum Payment, and Due Date as regards Payment of the Citi Credit Card within a particular billing period.
- 1.10 "Validity Period" means a period during which the Cardholder can use his/her Citi Credit Card to conduct transactions, i.e. a period commencing from the date on which the Citi Credit Card is issued until the last day of the month and year as indicated on the Citi Credit Card.



- 1.11 "Merchant" means a seller of goods or provider of services that receives transaction payments or are paid in the transactions using credit cards and/or debit cards.
- 1.12 "EDC (Electronic Data Capture) Machine" means an electronic device that is used as a tool for processing credit card and/or debit card payments.
- 1.13 "Purchase" means a purchase of goods and/or services whose payment is made by using the Citi Credit Card.
- 1.14 "Payment" means any payment by the Customer under the Citi Credit Card statement which has been actually received and recorded in Citibank's books and records.
- 1.15 "Minimum Amount Due" means the payment amount that required to be paid by Cardholder on or before the Due Date to avoid Late Fee charges and not affecting the Credit Cardholder collectibility status to Bank Indonesia through Debtor Information System (SID) and other credit bureau.

Minimum Amount Due calculation is as follows:

- a. If Total Balance is above IDR50,000 or IDR100,000 for Citi Ultima, Citi Platinum, Citi PremierMiles & Garuda Indonesia Citi Credit Cards then Minimum Amount Due is the highest between:
 - Total of (1% x principle for Retail Transaction and Cash Advanced) + Fees + Interest + Installment + Total Amount Past Due + Overlimit OR
 - 10% of Total Balance + Total Amount Past Due + Overlimit OR
 - IDR50,000 or IDR100,000 for Citi Ultima, Citi Platinum, Citi PremierMiles & Garuda Indonesia Citi Credit Cards + Total Amount Past Due + Overlimit
- b. If Total Balance is below IDR50,000 or IDR100,000 for Citi Ultima, Citi Platinum, Citi PremierMiles & Garuda Indonesia Citi Credit Cards then Minimum Amount Due is equal to Total Balance.
- 1.16 "Unpaid Minimum Payment" means part of the Minimum Payment from the previous month that remains unpaid until the date on which the subsequent month's Credit Card Statement is issued.
- 1.17 "Written Notice" means a notice of amendment of the Terms and Conditions for Citi Credit Cards provided from time to time, whether together with or separately from the Credit Card Statement and/or through www.citibank.co.id/ultima, which shall be deemed as an integral and inseparable part of these Terms and Conditions.
- 1.18 "Cardholder" means: (i) the authorized user of the primary card as well as the account owner, or (ii) the authorized user of the supplementary card, of the Citi Credit Card.
- 1.19 "Issuer" means a Bank or Non-Bank Institution that issues Card-Based Payment Instruments.
- 1.20 "Cash Advance" means withdrawal of money whether in rupiah or any foreign currency through the Citi Credit Card.



- 1.21 "PIN" means a personal identification number issued by Citibank for each account of the Cardholder, which can be used to conduct any transactions with a Merchant and/or to access 24-hour banking services through ATMs, Citi Mobile, 24-Hour Citigold Priority Executive Service at (021) 252 9700 or Citibank Online.
- 1.22 "Principal" means a Bank or Non-Bank Institution responsible for the management of the system and/or network between its members, whether as an issuer and/or acquirer, in APMK transactions conducted in cooperation with its members under a written agreement.
- 1.23 "Total Amount Due" means the sum of: (Total Amount Due in the previous month) + (Purchase, Cash Advance, Fixed Installment, Interest and Administrative Fee) (Payment and credit).
- "Due Date" means the date as indicated in the Credit Card Statement as the deadline on which payments must be made and received by Citibank in good funds.

2. Credit Card Usage

- 2.1 The Citi Credit Card is non-transferable and must be signed by the Cardholder and used only by such Cardholder. All consequences arising from negligence, carelessness, or use or misuse of the Citi Credit Card by any other party with or without the permission of the Cardholder shall be the sole responsibility and liability of the Cardholder.
- 2.2 The Citi Credit Card can be used for Purchase transactions at the Merchant or Cash Advance at Citibank ATMs or branch offices and any other ATM networks of other banks with which Citibank has entered into a cooperation agreement, subject to the applicable Administrative Fee. In accordance with Bank Indonesia's regulation, cash withdrawals at merchants are not allowed.
- 2.3 For transactions conducted through internet banking, the following provisions shall apply:
- a. If the Cardholder uses the Citi Credit Card for online purchase of goods and/or services on the internet, the Cardholder agrees that any Citi Credit Card data entered by the Cardholder on the internet is conclusive evidence that Citibank has been given the correct instruction to process the transaction by using the Citi Credit Card.
- b. The Cardholder is fully responsible for the use of his/her Citi Credit Card regardless of whether the person entering the data is the Cardholder or any other person authorized by the Cardholder, and regardless of the circumstances at the time of the transaction.
- c. Citibank reserves the right to not process any transactions conducted on the Internet if Citibank doubts the authenticity of the data or if Citibank has reason to believe that the transaction is unlawful, or unfeasible or if there are any other reasons as may be deemed relevant under the policies applicable at Citibank.
- 2.4 If the Cardholder is in breach of any of these Terms and Conditions, or if the Cardholder fails to pay its obligations due to Citibank, then Citibank is entitled to:



- a. Reject any Purchase or Cash Advance transaction made by the Cardholder.
- b. Block all Citi Credit Cards issued in the name of the Cardholder including any existing supplementary cards and Citi Ready Credit facilities, if any.
- c. Require the Cardholder to immediately pay all outstanding amounts on his/her account whether or not such amounts have fallen due.
- d. Do not return the Annual Fee has been paid.
- 2.5 The Citi Credit Card account owned by the Cardholder may affect the standing of any other credit facilities granted by Citibank to the Cardholder. Any late payment of the amounts due under the Citi Credit Card statement may result in the blockage of such other credit facilities, or vice versa.

3. Facilities

- 3.1 24-Hour Citigold Priority Executive Service at (021) 252 9700. The Cardholder can obtain information and services related to Citi Credit Cards by contacting the 24-Hour Citigold Priority Executive Service at (021) 252 9700, which involves a prior verification process either via the T-PIN and/or any other verification process as determined by Citibank. For certain transactions, this facility can only be enjoyed by the Cardholders of Citi Credit Cards. The Cardholder acknowledges and agrees that Citibank has the right to record conversations between the Cardholder and 24-hour Citigold Priority Executive Service at (021) 252 9700 in this facility and keep them as official records, which can be used as valid and conclusive evidence of the relevant transactions.
- 3.2 Citi Mobile. The Cardholder can obtain information and services related to Citi Credit Cards through the Cardholder's mobile phone. The Cardholder acknowledges and agrees that Citibank is entitled to keep the transactions conducted through this facility as Citibank's official records, which can be used as valid and conclusive evidence of the relevant transactions.
- 3.3 Citibank Internet Banking or Citibank Online. The Cardholder can access a variety of information and services related to Citi Credit Cards, or conduct certain transactions with the Citi Credit Card on the internet at www.citibank.co.id/ultima.
- 3.4 The Cardholder is entitled to use any facilities, features and other benefits provided by Citibank, all of which shall be notified to the Cardholder from time to time by Written Notice and/or any other means of Communication.

4. PIN

4.1 Citibank shall issue PINs for each Citi Credit Card account number, namely: (a) a PIN which can be used for making purchase transactions at the Merchant and/or getting access to 24-hour banking services through ATMs, Citi Mobile, as well as Citibank Online; and (b) a T-PIN (Telephone PIN), which can be used for 24-hour Citigold Priority Executive Service at (021) 252 9700. Further information on the PIN functions shall be provided in the manual for Citi Credit Cards.



4.2 All Cardholders must always maintain the confidentiality of such PINs and shall not in any case notify other people in any manner. All consequences arising from negligence, carelessness, or use or misuse of any such PIN by another party, whether with or without the permission of the Cardholder concerned, shall be the sole liability and responsibility of the Cardholder.

5. Credit Limit

- 5.1 Citibank, with due observance of the provisions of the applicable law, shall be entitled to set and change the Credit Limit for each Citi Credit Card account.
- 5.2 Citibank shall have the absolute right to accept or reject any Citi Credit Card transaction that is or will be over the Credit Limit. In the event that Citibank accepts such over-the-limit transaction using the Citi Credit Card, then Citibank shall charge an Administrative Fee and subsequently calculate the amount of such over-the-limit transaction into the Minimum Payment.
- 5.3 The Cardholder may at any time apply for a credit limit increase whether temporarily or permanently to Citibank. To apply for a permanent Credit Limit increase, the Cardholder must also provide Citibank with evidence of his/her latest income and a copy of his/her Taxpayer Identification Number (NPWP). Citibank has the right to either accept or reject the application by notice. For more information about the application for Credit Limit increase, please contact the 24-hour Citigold Priority Executive Service at (021) 252 9700.

6. Billing and Payment

- 6.1 Citibank shall each month issue a Credit Card Statement and send it to the Cardholder by mail or by any other means to the address of the Cardholder as recorded in Citibank's administrative system, determined by the Cardholder.
- 6.2 The Cardholder shall make Payment by the Due Date, upon the following terms:
- a. If Payment is made less than the Total Amount Due and/or past the Due Date, then any unpaid amounts shall be subject to Interest at the applicable rate.
- b. If Payment is made after the Due Date or if the amount of Payment is less than the Minimum Payment, Citibank shall charge the Cardholder for the Administrative Fee and interest as applicable.
- c. The Minimum Payment for the relevant month must be paid in full.
- d. The Cardholder may make the full Payment of the Total Amount Due, unless otherwise stipulated by Citibank in certain programs.
- e. If Payment is made, such Payment shall be applied to settle any amounts due and payable in the following order:
- I. First, Fixed Installment and Administrative Fees;



- II. Second, outstanding amounts due, at least 60% (sixty percent), for the settlement of the principal obligation under the transaction; and
- III. Third, Interest.
- 6.3 All outstanding amounts due from the Cardholder to Citibank shall remain payable by and binding upon the Cardholder and/or his/her insurer, guarantor, receiver, trustee or heir(s) in the event that the relevant Cardholder is covered by insurance, guarantee, or is declared bankrupt, or is in receivership, or is deceased, without prejudice to the provisions of the applicable law.
- The Cardholder acknowledges and agrees that all amounts due under the Credit Card Statement and the Payment thereof shall be in Rupiah. The Cardholder also agrees that in the event of any Purchase and/or Cash Advance in a foreign currency, the exchange rate applicable to the Cardholder shall be the exchange rate as determined by Visa International/MasterCard International/other Principals or the exchange rate applicable at Citibank. Citibank exempted from the coverage of the difference in exchange rates in the process of return (refund) or cancellation (cancelation) in all Citibank credit card.
- 6.5 Payment of the amounts due under the Credit Card Statement can be made through the following facilities:
- a. 24-Hour Citigold Priority Executive Service at (021) 252 9700.
- b. Citibank Online.
- c. Citibank ATM.
- d. Citi Mobile.
- e. Automatic debiting. The facilities described in letters a-e are applicable if the Customer has a checking account or savings account with Citibank.
- f. Bank Transfer (LLG). This payment process is subject to the transfer procedure and period applicable at the relevant originating bank.
- g. Cheque/Bilyet Giro. If payment is made by Cheque/Bilyet Giro that involves a clearing process, and the Cheque/Bilyet Giro is returned by the drawee bank for any reason, the Cardholder shall be charged the applicable Administrative Fee and interest.
- h. In cash.
- i. Additional Payment Facilities, namely certain facilities or services provided by other banks/government agencies for payment of Citi Credit Card, such as ATMs, Mobile Banking, Internet Banking and Auto Debit.



Citibank may at any time make changes to the facilities mentioned above by providing the Cardholder with a Written Notice. The Cardholder acknowledges and agrees that the use of such payment facilities is subject to the Administrative Fee as stipulated by Citibank.

6.6 If the Citi Credit Card account is terminated/closed, the Cardholder shall fully and punctually pay all outstanding obligations on the use of the Citi Credit Card facility.

7. Payment Collectibility Status

7.1 "Current"

means a condition in which the Citi Credit Card/ Citi Ready Credit has been duly paid in the amount that satisfies or exceeds the total Minimum Payment on or before the Due Date.

7.2 "Special Mention"

means a condition in which the Citi Credit Card remains unpaid within 1-90 calendar days after the Due Date.

7.3 "Substandard"

means a condition in which the Citi Credit Card/ Citi Ready Credit remains unpaid within 91-120 calendar days after the Due Date.

7.4 "Doubtful"

means a condition in which the Citi Credit Card/ Citi Ready Credit remains unpaid within 121-180 calendar days after the Due Date, or Citibank at any time finds indications that the Cardholder/the Customer does not have good faith to make Payment of the Citi Credit Card.

7.5 "Loss"

means a condition in which the Citi Credit Card remains unpaid for more than 180 calendar days after the Due Date.

In the event that the Cardholder violates any agreement on a risk mitigation program, Citibank shall downgrade the Cardholder's collectibility status to "Loss".

If the Citi Credit Card is in any collectibility status other than "Current", Citibank shall 1) Impose the applicable Administrative Fee and interest; 2) Collect the unpaid amounts from the Cardholder; 3) Block the Citi Credit Card; 4) Demand payment of all amounts under the Citi Credit Card statement, that remains outstanding, uncollected, and/or unpaid in full.

8. Rights and Obligations of the Cardholder

8.1 Rights of the Cardholder:



- a. The Cardholder has the right to enjoy any other features and benefits offered by the Citi Credit Card to the extent that the Cardholder at all times complies with the procedures set forth in these Terms and Conditions or as may be notified by Written Notice.
- b. The Cardholder is entitled to request a copy or photocopy of the sales draft in respect of the use of the Citi Credit Card in the Purchase transaction or Cash Advance transaction conducted through the teller, within 45 (forty-five) calendar days of the date of the Credit Card Statement containing records of such transaction, and the Cardholder shall be charged the applicable Administrative Fee.
- c. The Cardholder may request a reprint of the Credit Card Statement previously sent by Citibank to the Cardholder not more than 6 months of the issue date of the latest Credit Card Statement, subject to the applicable Administrative Fee.
- d. The Cardholder may request a summary of transactions for the last 1 (one) year, subject to the applicable Administrative Fee.
- e. The Cardholder is entitled to get protection with respect to card fraud or any unauthorized use of the Citi Credit Card under the Cardholder's name by any third parties.
- f. The Cardholder may lodge complaints in accordance with the relevant clause on Complaints and Disputes if the Citi Credit Card cannot be used properly due to Citibank's system error and/or operational failures.
- g. In the event of any losses suffered by the Cardholder, caused among others by errors in recording transactions (including regular payments such as payments on electricity, tap water, telephone bills, cash withdrawals through ATMs, Money Transfer transactions, Fixed Installment transactions and otherwise), unknown transactions, calculation of interest or Administrative Fee and/or penalties in the Credit Card Statement; then the Cardholder can contact our 24-Hour Citigold Priority Executive Service at (021) 252 9700 to raise objections and/or request correction to the transaction, waiver of interest charge or Administrative Fee and/or any penalty that may be imposed on the Citi Credit Card /Citi Ready Credit, no later than thirty (30) calendar days after the date on which the credit card statement is printied. Prior to any determination on the objection or request for waiver, the Cardholder shall make at least the Minimum Payment before the Due Date. Citibank has the right either to accept or reject the request/objection from the Cardholder within no later than 42 (forty-two) Business Days of the filing of such request/objection, in accordance with the applicable law.

8.2 Obligations of the Cardholder:

- a. The Cardholder shall make Payment in accordance with the provisions of Clause 6.2 in these Terms and Conditions or as otherwise determined by Citibank by Written Notice.
- b. The Cardholder shall at all times ensure that the use of his/her Citi Credit Card shall not exceed the Credit Limit.



- c. The Cardholder shall maintain the confidentiality of his/her Citi Credit Card PIN.
- d. The Cardholder shall be liable for all transactions using his/her Citi Credit Card that have been processed by Citibank, except in the case of card fraud or loss/theft of the Citi Credit Card that has been previously reported according to the procedure set out in the Citi Credit Card Manual & Information.
- e. The Cardholder shall not use the advance for placement of funds in Investment and Unit-linked Insurance products.

9. Rights and Obligations of Citibank

- 9.1 Use of information. Citibank is entitled to enter the Cardholder's personal data into Citibank's internal marketing list, and give the same to any third party associated with Citibank as a business partner and has made arrangements with Citibank as the provider of certain products/services to be offered to the Cardholder. In this connection, the Cardholder shall receive additional information about the products and/or services and/or features that will be delivered by Citibank and any of Citibank's business partners. If the Cardholder no longer wishes to obtain any offer for the products/services to be provided by Citibank and any of Citibank's business partners, then the Cardholder can contact the 24-Hour Citigold Priority Executive Service at (021) 252 9700 to request a waiver of the provisions mentioned above.
- 9.2 Disclosure of information and Data Update.
- 9.2.1 Under the laws and regulations in force, Citibank has the right to disclose the Cardholder's personal data, transactions and collectibility status to:
- a. Other credit card issuing institutions or the information management center organized by Bank Indonesia or other credit bureaus of similar nature. In connection with this, such information management center organized by Bank Indonesia or other similar credit bureaus may have access to information on the Cardholder's personal data, transactions, and collectibility status; or.
- b. Other parties to which certain work is assigned or delegated by Citibank. In this regard, the Cardholder may be contacted by such other party in relation to the processing of Citi Credit Card application; or.
- c. The Bank's head office, branch office overseas, subsidiary, affiliate or any competent authority or agency having jurisdiction over the Bank whether in Indonesia or abroad to the extent not contrary to laws and regulations in force.
- 9.2.2 Citibank has the right to contact and/or disclose and request information from third parties registered in Citibank's internal system and/or other third party acting on behalf of the Cardholder or as a guarantor of the Cardholder in fulfillment of Citibank's duty to update the Cardholder's data in accordance with the laws and regulations in force. The Cardholder agrees that the Cardholder's address as recorded in Citibank's administration system and/or obtained by Citibank through the



implementation of the Cardholder's data update shall constitute the Cardholder's billing address ("Billing Address"). In the event the Citi Credit Card has fallen due but the Cardholder fails to make any payment, Citibank is entitled to use the Billing Address for the purpose of collection and/or other communication.

- 9.3 Transaction Records. Citibank shall record all transactions in respect of the Citi Credit Card, and the Cardholder agrees that such records maintained in Citibank's system shall be conclusive and binding upon the Cardholder for all purposes in connection the Citi Credit Card.
- 9.4 Blockage of the Citi Credit Card. Citibank has the right to block the Citi Credit Card at any time in the event of the following:
- a. The Cardholder:
- i. Is in breach of these Terms and Conditions and/or the provisions applicable at Citibank;
- ii. Is alleged to be implicated in a criminal offense and/or suspicious transactions and/or make unauthorized cash withdrawals at the Merchant;
- iii. is placed in receivership, or in a state of Suspension of Debt Payment Obligation (Penundaan Kewajiban Pembayaran Utang, PKPU) and/or bankruptcy;
- iv. has his/her assets seized;
- v. passes away so that his/her obligations pass to his/her heirs;
- vi. terminates and/or closes the Citi Credit Card account;
- vii. has provided incorrect, invalid or misleading information, data or documents;
- viii. has reported a loss/damage in respect of the Citi Credit Card whether orally or in writing to Citibank, and Citibank can accept the report;
- b. Citibank is required to fulfill the orders from any government agencies or institutions or any competent courts; or
- c. Citibank is complying with its internal policy.
- 9.5 Debt Settlement. In order to comply with the prudence principle and to implement credit risk management, Citibank has the right to at any time transfer and/or debit and apply the funds in any account in the name of the Primary Cardholderr at any Citibank branch for settlement of any amount due under his/her Credit Card that has fallen due by notice..
- 9.6 Assignment. Citibank may at any time assign to any third party all of its rights in respect of all amounts due under the Citi Credit Card by providing a Written Notice to the Cardholder concerned.



- 9.7 Closure of Citi Credit Cards, Citibank reserves the right to close/terminate Citi Credit Cardholders with notification, if according to the data recorded on Citibank system in the last 24 months, there were no purchase transaction, or cash withdrawals through ATMs, or payment through Citi Credit Cardholders.
- 9.8 Features of the Citi Credit Card. Citibank has the right to change all and/or any part of the features attached to all and/or any types of the Citi Credit Cards in line with its business development. Citibank may, at its sole discretion, effect such changes at any time, subject to the Bank's review from time to time, by giving a Written Notice.
- 9.9 Reward Feature of Citi Credit Cards. Citibank has the right to refuse to exchange point rewards and/or mileage and/or cash back if the Cardholder is in breach of these Terms and Conditions or if the Cardholder has terminated/closed the relevant credit card or is involved in a risk mitigation program or payment settlement program or any other similar programs.
- 9.10 Use of Proceeds of Unsecured Loans. In the event that the proceeds of the loan are used for placement of funds in investment and Unit-linked insurance products with Citibank Wealth Management, Citibank is entitled to take all actions and do things as may be necessary to such products of the Cardholder with Citibank Wealth Management to comply with the relevant provisions, including but not limited to liquidating the Cardholder's investments then existing with Citibank Wealth Management. The Cardholder agrees to bear all costs and fees charged by Citibank as a result thereof.

10. Loss or Theft of Citi Credit Card

- 10.1 The Cardholder is fully responsible for his/her Citi Credit Card Credit and undertakes to keep it safe and secure at all times, and will report the loss/theft of his/her Citi Credit Card Credit either orally or in writing to Citibank. Upon receipt of such oral or written notification, Citibank shall immediately block the relevant Citi Credit Card.
- 10.2 The Cardholder shall be fully liable for any losses incurred including any amounts due from a Purchase and/or Cash Advance and/or misuse and/or Fixed Installment in respect of the unauthorized use of the Citi Credit Card as a consequence of a loss/theft of the Citi Credit Card, whether the primary card or the supplementary card, that has taken place before the Cardholder notifies Citibank orally or in writing of such loss/theft and therefore Citibank has not blocked such lost/stolen Citi Credit Card.
- 10.3 The Cardholder agrees and undertakes to assume full liability for any and all transactions using the Citi Credit Card, the authorization of which has been made by verification of the Cardholder's PIN.
- 10.4 Citibank reserves the right to not issue a replacement card in the event the Cardholder is in arrears with the Total Amount Due. The Cardholder agrees to pay the outstanding Total Amount Due



before he/she can obtain the replacement card. The applicable Administrative Fee shall be charged to the Cardholder.

11. Termination/Closure and Blockage of Citi Credit Card

- 11.1 The Cardholder may apply for termination/closure of the Citi Credit Card to Citibank either in writing or orally through the 24-Hour Citigold Priority Executive Service at (021) 252 9700.
- 11.2 Citibank shall block the Citi Credit Card upon receipt of the application for termination/closure of the Citi Credit Card filed by the Cardholder. The Citi Credit Card will be terminated/closed after all obligations whether already or not yet posted have been fully settled by the Cardholder. If there remains any obligation that has not been posted at the time of the termination/closure of the Citi Credit Card as a result of a delay in posting the same by the Merchant, then Citibank may conduct collection in accordance with the rules of Visa International/MasterCard International/any other Principal, and the Cardholder is obliged to fulfill all such obligations. After all such obligations have been settled by the Cardholder, Citibank will begin to process the termination/closure of the Citi Credit Card within a maximum period of 3 (three) Business Days. Termination/closure of the Citi Credit Card shall automatically terminate/close any supplementary card(s), if any.
- 11.3 Citibank shall refund any credit balance in the Citi Credit Card account at the time of the termination/closure by transferring the same to the account specified by the Cardholder. Citibank may charge a transfer fee for the transfer of the credit balance. The transfer fee shall be debited directly from the credit balance. The credit balance shall be refunded provided that the amount of such credit balance is greater than the transfer fee.
- 11.4 Citibank reserves the right to block the use of the Citi Credit Card by the Cardholder if in the opinion of Citibank, the Cardholder has used the Citi Credit Card in breach of the provisions of these Terms and Conditions and/or the prevailing laws and regulations and/or has performed or conducted certain acts and/or n transactions which may have adverse effect on Citibank. Citibank also reserves the right to not extend the Citi Credit Card, whether or not its Validity Period is expired, at the sole discretion of Citibank and with due observance of the laws and regulations in force. Citibank is not obliged to give any reasons for blocking or not extending the Validity Period of the Citi Credit Card to the Cardholder. The Cardholder remains obliged to perform his/her outstanding payment obligations pursuant to provisions of Clause 6.2.
- 11.5 In the event of the termination/closure and blockage of the Citi Credit Card, the Cardholder is obliged to fully settle all amounts due, whether or not due, and cut or destroy the Citi Credit Card that has been terminated/closed or blocked. If the Cardholder has not settled all such amounts within the agreed period, then the Cardholder agrees that such termination/closure of the Citi Credit Card shall become void, and consequently the terms and conditions of the Citi Credit Card shall remain valid and binding on the Cardholder.



- 11.6 The Cardholder hereby irrevocably authorizes Citibank to at any time debit and apply and/or terminate/close and/or block the Citi Credit Card and/or transfer any amounts in the current account and/or savings account and/or term deposit account and/or other accounts in his/her name with Citibank by notice, to settle/fulfill all payment obligations of the Cardholder in connection with the use of the Citi Credit Card. Such authorization to debit and apply and/or terminate/close and block the Citi Credit Card will only terminate if the Cardholder no longer has any further obligations due to Citibank in respect of such Citi Credit Card that has been terminated/closed and blocked. The Cardholder hereby waives the provisions of Article 1813 and Article 1816 of the Indonesian Civil Code regarding the termination of power and appointment of a new attorney.
- 11.7 The Cardholder hereby assumes full liability for any suits and/or claims of any kind from any third party with respect to the debiting and application and/or termination/closure and blockage of the Citi Credit Card/Citi Ready Credit. The Cardholder hereby undertakes and covenants to fully cooperate with Citibank and/or provide Citibank with reasonable assistance if and when Citibank takes any such actions and also undertakes not to take any action that may limit or impair the rights of Citibank under these Terms and Conditions.

12. Complaints and Disputes

- 12.1 Subject to the provisions of Clause 12.2, the Cardholder may lodge complaints or objections about or to any matters related to the Citi Credit Card either in writing or orally to Citibank through any Citibank branch office or any place or means designated by Citibank for receipt of such complaints and notified by Citibank to the Cardholder. The Cardholder must set forth or write his/her Citi Credit Card number for reference in any submission of such complaints or objections to Citibank.
- Any complaints about or objections to matters relating to the Credit Card Statement may only be filed by the Cardholder within no later than 45 (forty-five) calendar days of the issue date of the Credit Card Statement. The complaint about or objection to any other matters may be submitted at any time by the Cardholder.
- 12.3 If the Cardholder files a complaint or objection in writing, such complaint or objection must be accompanied by a copy of his/her valid identity card and other supporting documents. If the Cardholder files the complaint or objection orally, Citibank shall settle the same within 2 (two) Business Days. However, if such oral complaint or objection cannot be resolved within the specified time frame, Citibank shall request the Cardholder or his/her proxy to file his/her complaint or objection in writing to Citibank accompanied by any relevant supporting documents. The written complaint shall be resolved within no later than 20 (twenty) Business Days after the date on which the written complaint is received and such period may be extended for another 20 (twenty) Business Days by Written Notice to the Cardholder or his proxy.
- 12.4 The Cardholder undertakes, at its own expense, to resolve any disputes with the Merchants in the event of any dispute over the goods and services purchased from the Merchant and the Cardholder hereby fully indemnifies Citibank against any liability for the goods and services provided by the



Merchant or refusal by any Merchant to accept or refund the amount of purchase using the Citi Credit Card of the Cardholder. None of the foregoing shall release the Cardholder from his/her obligation to make due and punctual Payment.

- 12.5 In the event that no resolution can be reached by mutual consensus, the Cardholder may resolve the dispute using alternative dispute resolution.
- 12.6 The Cardholder shall pay all costs and fees to Citibank, including any lawyer or attorney fees, incurred by Citibank to demand and/or recover any amounts due under the Citi Credit Card account. Any costs and charges that may be imposed on the Cardholder as a consequence of breach of these Terms and Conditions shall be borne by the Cardholder and may be charged to the Cardholder's account.

13. Language

In the event that these Terms and Conditions are available in English, the English version is deemed merely as a translation and if there is a difference in interpretation between the Indonesian text and the English text, the Indonesian text shall prevail.

14. Governing Law

These terms and conditions shall be governed by and construed under the law of the Republic of Indonesia.

15. Data Change Notification

- 15.1 The Cardholder shall immediately notify Citibank of any changes to his/her data such as home address, work address, telephone number, occupation, business or other data with respect to the Cardholder's personal data, including the Cardholder's decision to emigrate to another country or reside outside Indonesia. If the Cardholder fails to provide such notice, the data last recorded in Citibank's database shall be deemed to be valid and binding on Citibank for all purposes in connection with the Citi Credit Card.
- 15.2 If the Cardholder plans to leave Indonesia for more than thirty (30) calendar days, the Cardholder agrees and if necessary grants authority in writing to a designated representative in Indonesia, to settle all accounts and amounts due under the Citi Credit Card in the name of and/or payable by the Cardholder.

16. Amendment of the Terms and Conditions

16.1 The Cardholder acknowledges, understands and agrees that Citibank from time to time may amend the terms and conditions of the Citi Credit Card and the provisions of these Terms and Conditions and/or those contained in the Written Notice, including the requirements, types and rates and fees and charges as specified in these Terms and Conditions and/or the Written Notice and/or the Credit Card Statement, by providing a Written Notice or any other notification thereof in writing,



according to the applicable laws, within no later than seven (7) Business Days before such changes are intended to take effect on the date as specified by Citibank.

- 16.2 If the Cardholder does not agree to such amendments, the Cardholder may send his/her statement of objection to Citibank within seven (7) Business Days of delivery of the notice and/or announcement. If the Cardholder raising such objection wishes to voluntarily terminate/close the Citi Credit Card in the name of the Cardholder, then Citibank will terminate/close the Citi Credit Card in the name of the Cardholder provided that the Cardholder shall have settled all outstanding Amounts Due to Citibank.
- 16.3 If after the date on which the amendment described in the notice provided and/or announced by Citibank comes into effect, the Cardholder does not raise any objections as referred to in the Amendment of Terms and Conditions Clause above and continues to use the Citi Credit Card/Citi Credit Ready after such amendment is effective, the Cardholder hereby expressly confirms his/her acceptance to such amendment and hereby agrees to be bound by all such amendments without exception.
- 16.4 Any amendment, modification or supplement to these Terms and Conditions shall constitute an integral and inseparable part of these Terms and Conditions.

17. Communication

- 17.1 The Cardholder agrees that Citibank may send a Communication to the Cardholder in any form to the Cardholder's last known address as registered at Citibank (whether home or work address), or to the email address or telephone number/mobile phone number of the Cardholder as registered at Citibank. In the event of any change of address, email address and/or telephone number/mobile phone number of the Cardholder without prior notice by the Cardholder/the Customer, Citibank shall not be responsible for any undelivered communication for the reasons mentioned above. Therefore, the Cardholder shall always update his/her data and notify Citibank of any change to the data in accordance with the provisions of Clause 15.
- 17.2 The Cardholder agrees that any Communication delivered or required to be delivered to the Cardholder by Citibank and the grant of authority by the Cardholder to Citibank (but not mandatory) may be made by means of any of the following:
- a. 24-hour Citigold Priority Executive Service at (021) 252 9700 ("Telephone Instructions"); and/or
- b. Electronic media; and/or
- c. www.citibank.co.id/ultima.

In respect of any Communication made by telephone or 24-hour Citigold Priority Executive Service at (021) 252 9700, the Cardholder agrees that Citibank may record the conversations between the Cardholder and Citibank.



- 17.3 The Cardholder may make a Communication through any Communication media of his/her choice and shall be liable for any losses, costs and expenses incurred for any reason in relation to such Communication.
- 17.4 In order to enhance the security of the Cardholder's a transactions, Citibank will send a transaction alert on certain transactions conducted by the Cardholder.
- 17.5 The Cardholder agrees that Citibank may at any time convey information such as the features and/or other benefits of the Citi Credit Card by Communication.
- 17.6 Citibank and the Cardholder agree to treat the Communication as conclusive evidence.

18. Miscellaneous Provisions

18.1 Transfer of Credit Balance.

The Credit balance held by the Cardholder and/or Citi Ready Credit customer can be restored on the initiative of the Cardholder and/or the Citi Ready Credit Customer or the Bank.

- a. For the Cardholders, as set forth in Clause 11 paragraph 2 of the Cardholder Agreement, if upon termination/closure of the credit card there is a credit balance, then Citibank will transfer the credit balance to the Cardholder's deposit account as specified by the Cardholder.
- b. For the Cardholders and/or Citi Ready Credit Customers whose credit card or loan account is still valid and has a credit balance of more than 300 million Rupiah or any other equivalent amount as may be later determined by the IRS (US Internal Revenue Service) and remains unused for 45 (forty-five) calendar days:
- i. The Cardholder/Citi Ready Credit Customer will be notified by Citigold Priority Executive Service at (021) 252 9700 that the credit balance shall be returned in accordance with the applicable regulations.
- ii. The Bank will also inform the Cardholder/Citi Ready Credit Customer of the credit balance through the Credit Card Statement. The transfer fee shall be debited directly from the credit balance. The credit balance shall only be refunded if the amount of the credit balance is greater than that of the transfer fee.
- iii. For the Cardholder and/or Citi Ready Credit Customer that has more than one credit card and/or Citi Ready Credit, all credit balances contained in the credit card and/or loan accounts will be combined for the purpose of calculating the 300-million Rupiah threshold.
- iv. If the Cardholder/Citi Ready Credit Customer cannot be contacted within two (2) calendar days in relation to the refund of the credit balance, such existing credit balance on the credit card and/or loan account will be transferred to the account designated by the Bank.



- v. If such credit balance has been transferred to the account designated by the Bank, the Cardholder/Citi Ready Credit Customer can still request the refund of his/her credit balance by contacting Citigold Priority Executive Service at (021) 252 9700, subject to prior identification verification.
- vi. The Cardholder/ Citi Ready Credit Customer hereby accepts and agrees to be bound by any rules and regulations in force whether now or hereafter existing, including any amendments thereto from time to time.
- 18.2 Withholding Tax (Income Tax).
- a. If the Cardholder/Citi Ready Credit Customer is a Non US Person, the Cardholder/Citi Ready Credit Customer shall represent and warrant that the Cardholder/Customer is not a US Person as defined in the US tax law for the US income tax purposes, and that the Cardholder/Citi Ready Credit Customer does not act for a US Person. The Cardholder/Citi Ready Credit Customer understands that any false representations or wrong interpretation of a tax status by the US Person shall amount to a violation under the law of the United States.
- b. If the Cardholder has changed his/her citizenship or residency status to become a citizen or resident of the United States, the Cardholder shall notify Citibank of the change within 30 (thirty) calendar days of such change of status.
- c. In connection with the change of citizenship status as referred to in point 2 above in accordance with the US Tax Law, the Cardholder agrees that Citibank may take any actions and do things as may be necessary, including but not limited to refusing to execute any instruction given by the Cardholder/Customer to transfer funds from the Cardholder/the Customer's account to any other account. In connection therewith, the Cardholder agrees to reimburse Citibank for all costs and expenses incurred by Citibank.
- 18.3 Definitions and Provision of Data
- a. The Cardholder shall be categorized as a resident of the United States or the United States Green Card holder if he/she meets any of the following criteria:
- i. United States Citizen and Resident
- ii. Green Card holder
- iii. The Citi Ready Credit Cardholder is qualified based on the substantial presence tes

The Cardholder who is not a US citizen shall be treated as a US Person if the Customer has been physically staying in the United States for a minimum of 31 consecutive days in the current calendar year, and a total of 183 (one hundred eighty-three) days within a period of three calendar years. The 3-year period shall include the current year and two previous years. Calculation of the 183 (one hundred eighty-three)-day period shall be as follows:



- i. The number of days of your stay in the United States during the current year plus (+)
- ii. 1/3 of the number of days of your stay in the United States during the first year that are not excluded prior to the current year plus (+)
- iii. 1/6 of the number of days of your in the United States during the second year that are not excluded before the current year.
- b. The Cardholder shall be categorized as US indicia if he/she meets any of the following criteria:
- i. The Cardholder currently has address of residence or correspondence in the US (including US zip code)
- ii. Registered as a US resident in the Cardholder's data file.
- iii. The Cardholder has a telephone number in the United States and has no other phone numbers outside the United States
- iv. The Cardholder was born in the United States.
- v. The Cardholder has a telephone number in the United States and other telephone numbers outside the United States.
- vi. The Cardholder provides a Standing Instruction to transfer funds to an account in the United States.
- vii. The proxy or any person appointed to represent the Cardholder has his/her address in the United States.
- c. If required by the United States tax laws, the Cardholder that falls into the category of US Resident and/or Green Card Holder and/or US Indicia hereby gives his/her consent to Citibank to provide any data and information on the Cardholder and grant all rights in connection with the Cardholder's confidentiality and data protection to Citibank and/or any competent institutions having jurisdiction over the Bank, whether in Indonesia or abroad.

18.4 Partial invalidity.

If any one or more provisions contained in these Terms and Conditions are declared void or contrary to the laws in force, any other provisions contained in these Terms and Conditions shall remain in full force and effect and binding on the Cardholder and Citibank, and such provisions declared void shall be replaced with provisions that have the same effect and purpose as those declared void.

This Agreement has been made in compliance with the prevailing Laws and Regulations including Regulations of the Financial Services Authority.