

D-BISMART APPLICATION GENERAL TERMS and CONDITION

I. Definition

In this D-BisMart Service General Terms and Conditions, terms beginning with capital letters have the following meanings:

1. Anchors or Suppliers are parties who work with Bank Danamon and acts as suppliers for retailers
2. Anchor Representatives or Supplier Representatives is Anchor sales force who has been appointed by Anchor to market Anchor products to Retailers
3. Bank Danamon is PT Bank Danamon Indonesia Tbk, domiciled in South Jakarta which acts through its branches throughout Indonesia as a D-BisMart Service provider.
4. Registration, Change and Closure Forms of D-BisMart Services are forms that must be completed by the Customer to obtain D-BisMart Services including to submit changes / closures of D-BisMart Services
5. Working Days means days (except Saturdays, Sundays, or national holidays) where banks in Indonesia operate and conduct business operations and participate in clearing transactions
6. Hello Danamon is one of Bank Danamon's banking services to provide convenience to customers and prospective customers in knowing the latest information about products and services that Bank Danamon has. Customers can contact Hello Danamon at 1-500-090 for various banking service needs, such as knowing balance information, account mutations, and changes to the Phone PIN, or giving customer's complaints
7. D-BisMart Service is a service provided by Bank Danamon to Customers for 24 (twenty four) hours a day and 7 (seven) days a week through a network that is connected online based on a system that applies to Bank Danamon so that Customers can make Transactions Financial.
8. Customers are individuals or legal entities that have accounts at Bank Danamon and use the D-BisMart Service, in this case Anchor or Retailer, as relevant.
9. One Time Password (OTP) is a short message-based security response code, which the Customer will use to make a payment transaction.
10. Password is a secret code required by the Customer to access the D-BisMart Service which consists of a combination of letter and number characters in accordance with Bank Danamon's provisions.
11. Retailer Agreement is a cooperation agreement between Anchor and Retailer where Anchor appoints an authorized Retailer to sell Anchor products.
12. Customer Registered Account is an account in the name of the Customer located at Bank Danamon registered for the D-BisMart Service.
13. Retailers are parties who have collaborated with Anchor and are appointed as official retailers based on Retailer Agreements or similar documents and have obtained recommendations from Anchor to use the D-BisMart Service.

14. General Terms and Conditions are the general terms and conditions for the use of the D-BisMart Service and all documents that are attached to it which constitute an integral and inseparable part of it.
15. Financial Transactions are transactions that have an impact on the change in the balance of the Customer Registered Account such as payment from the Retailer to Anchor for the sale and purchase transaction of Anchor goods using the D-BisMart Service.
16. User ID is the identity of the Customer using the D-BisMart Service that must be registered and required by Bank Danamon so that the Customer can use the D-BisMart Service.

II. Use of D-BisMart Services

1. The Customer can use the D-BisMart Service provided that the Customer is obliged to open an account at Danamon and submit an application by completing the D-BisMart Service Registration, Change and Closure Form and approved by Danamon.
2. If the Customer application is approved by Danamon, the temporary User ID and Password will be sent via e-mail (e-mail) registered by the Customer to log-in to the D-BisMart Service application.
3. The D-BisMart Service application can be downloaded via the AppStore or Google Play.
4. The Customer must fill in the data on their mobile phone number (handphone), the correct email, and the account that will become the Customer Registered Account on the D-BisMart Service Registration, Change and Closure Form for each user who will be given access to the D-BisMart and Customer must immediately inform Danamon if there is a change in the data. Security for Customer's email access and mobile device is fully the responsibility of the Customer and therefore the Customer is obliged to always maintain the security of the device used.
5. Before the Customer uses the D-BisMart Service, the Customer must read, understand, understand and agree to the characteristics, benefits, risks, costs and other provisions of the D-BisMart Service.
6. The Customer is required to immediately change the temporary Password through the D-BisMart Service no later than 30 (thirty) calendar days after the User ID has been successfully registered. If within the period of time the Password is not changed, then the User ID becomes unusable and the Customer must contact Hello Danamon for reactivation of the User ID.
7. Customer is responsible for the confidentiality of the Password and is obliged to secure the User ID and Password for their own purposes by, among others:
 - a. Regularly change your password
 - b. Use the User ID and Password carefully so that no one else knows
 - c. Do not record or store User ID and Password on computers or other electronic devices, other objects, or places that are easily known by others who are not interested in according to the customer
 - d. Not giving user ID and password to other people, including Danamon officers or family members / closest people or any party.

- e. Do not use predictable passwords such as the date of birth or personal identity of the customer
 - f. Not allowing the use of User ID and password guided by other people or outside parties or Danamon
 - g. Customers are advised not to use the same passwords as the password for other Danamon products
8. The Customer is responsible for all transaction instructions that they do by using the User ID and Password.
9. The customer must log-out at all times after completing access to the D-BisMart Service through a computer / mobile phone even if he leaves the computer / mobile phone in a short time.
10. Customers are advised to take precautions and safeguards against computers / cellphones used to access D-BisMart Services and are required to report to Bank Danamon through Hello Danamon if they suspect / are aware of any misuse of D-BisMart Services access by irresponsible parties.
11. User ID Customers who use the D-BisMart Service will be locked if the Customer carries out 3 (three) consecutive log-in errors. Customers can try logging in again after passing the time specified by the D-BisMart Service.
12. The Customer may grant access rights to the D-BisMart Service obtained by the Customer to Anchor Representatives with the provisions of all responsibilities, risks, and any losses that may arise from the use of the access rights are entirely within the Customer.

III. D-BisMart Service

D-BisMart has various features that have been adapted to the role of the Customer.

1. As an Anchor, Customers can use the following feature:
 - Product Catalog is a feature where the Customer can upload and manage product related information such as descriptions and prices on the website version of D-BisMart.
 - Promos and discounts are features where the Customer can arrange information related to promos and discounts related to promos and discounts on products that have been uploaded and offered on D-BisMart
 - Terms of Payment (TOP) arrangement is a feature in which the Customer can set a payment term for commercial transactions between Anchor and Retailer.
 - Order Decision is a feature where the Customer can approve, change or reject the order that has been given by Retailer to Anchor through the D-BisMart Service.
 - Ordering for Retailers is a feature where the Customer can order Anchor products through the D-BisMart Service according to the request of the Retailer.
 - Order reports are features where the Customer can download reconciliation of order information on D-BisMart
2. As an Anchor Representative, Customers can use the following features:

- Ordering for Retailers is a feature where the Customer can order Anchor products through the D-BisMart Service according to the request of the Retailer.
 - Tag Location is a feature where the Customer can provide information on where they are while in charge of marketing Anchor products to Retailers.
3. As a Retailer, Customers can use the following features:
- Products Ordering is a feature where the Customer can order products that have been uploaded by Anchor on D-BisMart.
 - Order Decision is a feature where the Customer can approve or reject orders that have been changed by Anchor through the D-BisMart Service on the basis of Ordering Products.
 - Payment of Orders is a feature where the Customer can carry out payments through the D-BisMart Service in accordance with the Terms of Payment, when on show or suspended until the due date.

IV. Duration and Termination of D-BisMart Services

A. Duration of D-BisMart Services

This D-BisMart service is valid from the date the Customer application is approved by Danamon and will expire in accordance with the provisions in these General Terms and Conditions.

B. Termination of D-BisMart Services

1. Danamon can terminate or stop (temporarily or permanently) the D-BisMart Service if:
 - a. The Registered Customer Account has been closed or there been no activity for 6 (six) consecutive months on the D-BisMart Service;
 - b. The Customer violates the provisions in these General Terms and Conditions;
 - c. Danamon receives a report from the Customer through Hello Danamon regarding the alleged or known User ID or Password used by other unauthorized parties;
 - d. Danamon is ordered based on the prevailing laws and the decision of the competent authority;
 - e. In the use of the D-BisMart Service, it is found and / or reported that there are indications of criminal acts of money laundering, fraud and / or transaction irregularities; or
 - f. At Danamon's own discretion, the D-BisMart Service can be terminated due to certain reasons that are regulated later (including if according to the authorities the authority to carry out the D-BisMart Service is considered to potentially endanger the business continuity of Danamon)

2. The Customer can terminate the D-BisMart Service by submitting an application to Danamon and filling out the D-BisMart Service Registration, Change and Closure Forms, as well as submitting it to Danamon Branch Office, along with other required documents according to procedures determined by Danamon.
3. The Customer agrees that the instruction sent by the Customer before the D-BisMart Service is closed for transactions that will be processed after the closing day of the D-BisMart Service can be canceled and does not bind Danamon.
4. In the event of termination, Danamon and the Customer agree to override the provisions in Article 1266 of the Indonesian Civil Code.
5. If at the time of termination there are still rights and obligations that have arisen and have not been implemented / fulfilled by the Customer, then these Generale Terms and Conditions remain valid until all rights and obligations are fulfilled / resolved and the rights and obligations will be settled no later than 14 (fourteen) calendar days from the termination.

V. Transaction Limit

1. Danamon may at any time add / stop / limit / change the features, characteristics, benefits, risks, costs and other provisions of the D-BisMart Service and other provisions of the D-BisMart Service and for that the Customer agrees that Danamon will use the communication media available to the Danamon to notify changes / additions / restrictions on features, characteristics, benefits, risks, costs, and other provisions to the Customer from the D-BisMart Service.
2. The types of transactions provided through the D-BisMart Service are Financial Transactions with the following conditions:
 - a. The Customer conducts Financial Transactions by using User ID and Password that are validated by the system used by Danamon.
 - b. In carrying out each Financial Transaction, the Customer is obliged to fill out and be responsible for all necessary Financial Transaction data correctly and completely.
 - c. The Customer is fully responsible for any consequences arising from incomplete, unclear data and / or inaccuracy of the instruction data from the Customer.
 - d. The system will confirm the Financial Transaction carried out by the Customer and as a sign of approval, the Customer must enter the OTP on the D-BisMart Service received from the short message (Short Message Service) everytime it authorizes. If the Customer's credit is insufficient to receive OTP, the Customer will not receive the OTP.
 - e. The Financial Transaction has been successfully processed through the D-BisMart Service to Danamon's system if the Financial Transaction has been authorized by the Customer and the Customer Registered Account has been debited in accordance with the authorization and verification carried out by the system from the D-BisMart Service.

- f. Every Financial Transaction from a Customer made through the D-BisMart Service is a valid transaction instruction and for that the Customer agrees that every transaction instruction made is binding on the Customer accordingly and is considered as true by Danamon without obligation for Danamon to confirm first.
- g. Customers can only make Financial Transactions from Customer's Registered Account as long as sufficient balance is available and Danamon reserves the right not to carry out instructions from the Customer if the balance in the Customer's Registered Account above is insufficient or due to other reasons that occur beyond Danamon's control. Each transaction refusal will be seen on the transaction status in the D-BisMart Service and / or will be informed by Danamon through the communication media available at Danamon.
- h. For Financial transactions carried out through the *Sistem Kliring Nasional / National Clearing System (SKN)*, Real Time Gross Settlement (RTGS), Bank Indonesia (BI) and / or the *Otoritas Jasa Keuangan / Financial Services Authority (OJK)* and Remittance if the instruction is done outside of Business Days or outside of Cut Off Time (COT) SKN / RTGS / Remittance that applies to Danamon, the Customer agrees that the transaction will be carried out and the funds will be debited on the next Business Day in accordance with the provisions applicable to Danamon.
- i. The Customer states that they are willing to provide supporting documents related to Danamon's internal provisions and the prevailing laws and regulations, including but not limited to BI regulations and / or OJK.
- j. The Customer cannot cancel the transaction instruction that has been carried out by the Customer, either in part or in full.
- k. Anchor can make changes to the number of items or give price discounts on items sold / ordered in the D-BisMart Service. Retailers can find out about these changes and have the right to approve these changes or cancel transactions through the D-BisMart Service.

VI. Fees

1. For the implementation of the D-BisMart Service, the Customer is obliged to pay fees in accordance with Danamon's tariffs and provisions which can be seen on Danamon's communication media or in any transaction activity on the D-BisMart Service.
2. All costs incurred in connection with the D-BisMart Service will be charged by Danamon to the Customer Registered Account on a monthly basis and / or at the time the transaction is made, depending on the type of service the Customer chooses in accordance with the provisions applicable to Danamon.
3. Danamon may at any time be able to make changes to fees that must be paid by the Customer in connection with the use of the D-BisMart Service media. Customers who continue to use the D-BisMart Service are considered to agree to these changes.

VII. Giving Power and Instruction

1. The Customer hereby authorizes Danamon to:
 - a. Debiting the Customer's Registered Account for payment of transactions including costs related the D-BisMart Service based on these Terms and Conditions and / or crediting a certain amount of funds to the Customer Registered Account agreed upon by the Customer immediately or within a certain payment period determined by Anchor and Retailer
 - b. Carry out transactions that are provided or will be developed at a later date by Danamon (including but not limited to sending notifications / notifications of transactions that have been or will be carried out by the Customer or their authorized proxies to interested parties), with the conditions of implementation still paying attention to the instructions given by the Customer or their authorized proxies through the notification media contained in the D-BisMart Service in accordance with the provisions applicable to Danamon.
2. All powers granted by the Customer to Danamon in connection with the D-BisMart Service in these General Terms and Conditions are those that cannot be revoked or will not expire for any reason, including but not limited to the reasons mentioned in Articles 1813, 1814, and 1816 of the Civil Code.

VIII. Prohibitions

1. The right to use the D-BisMart Service is not permitted to be transferred, either partially or entirely, temporarily or permanently, to other parties including companies included in the parent company, subsidiaries, Customer's corporate group, new companies resulting from the merger with the Customer without prior written approval from Danamon.
2. Customers and / or Anchor Representatives are prohibited to:
 - a. Notify anything to anyone and in any way also secret codes (including: Password, token PIN, User ID, OTP) provided by Danamon, as well as information, documents, and whatever the Customer receives, during and after the use of D-BisMart Service takes place.
 - b. Leaving the computer or cellphone active without logging out of the User ID of the D-BisMart Service.
 - c. Running D-BisMart Services other than on computer equipment owned by the Customer that has been approved by Danamon, in other words not running the D-BisMart Service using wi-fi access in public places such as internet cafes.
 - d. Deleting, moving, obscuring or in any way seeking ownership rights over the program, label and / or copyright contained in Danamon's D-BisMart Service
3. The Customer is prohibited from selling items that are prohibited by law or uploading pictures or content that violates the law in the D-BisMart Service.

4. The Customer acknowledges and hereby agrees that each violation of the provisions referred to in these General Terms and Conditions creates a right for Danamon to terminate the use of the D-BisMart Service by the Customer.

IX. Statement and Guarantee

1. The Customer hereby declares that Danamon has provided sufficient explanation regarding the D-BisMart Service characteristics and the Customer has understood all the consequences of using the D-BisMart Service including the benefits, risks, costs, and features inherent in the D-BisMart Service.
2. The Customer hereby declares that they will use the D-BisMart Service with full responsibility according to the limits / conditions determined by Danamon
3. The Customer declares that the instruction made by the Customer through the D-BisMart Service is recognized as correct and valid instruction and at the same time as a sign of Customer's approval for the implementation of the Financial Transaction and the transaction has the same legal force as a written order signed by the Customer and legally binding as evidence.
4. The Customer hereby declares and agrees that Danamon has the right to record every Customer instruction submitted through the D-BisMart Service in the form of computer records and / or proof of transaction; and / or tape / cartridge; and / or computer print out results; and / or a copy of the evidence is approved as valid and binding evidence.
5. Danamon is responsible for smooth operations in systems managed by Danamon, except for failures in online systems and / or facilities caused by things beyond Danamon's control (under Force Majeure Conditions).
6. If there is a dispute between Anchor and Retailer including but not limited to matters relating to the sale and purchase of goods, payments, quality of goods, then Anchor and Retailer are responsible for resolving the dispute without involving Danamon in the process of settling the dispute and will release Danamon from any claim, claim or compensation of any party that may arise in the future in connection with the dispute.
7. The Customer agrees and hereby declares that Danamon is entitled and hereby authorized to make corrections (in accordance with the provisions that apply to Danamon) in the event that Danamon misacts the transaction on the instruction of the Customer delivered through the D-BisMart Service. If the balance of the Customer's Registered Account or collect the shortfall directly to the customer. Correction will be made with prior notification to the Customer.
8. The Customer acknowledges that he / she is fully aware of the transaction procedures and all risks arising from the Customer's responsibility in connection with the execution of transactions through the D-BisMart Service, including but not limited to any and all losses and / or risks arising:
 - a. For misuse of D-BisMart Services due to Customer's negligence and errors or other causes (including but not limited to non-compliance with the provisions stipulated in these General Terms and Conditions as well as negligence / error in providing data / instructions to Danamon)

- b. For the delay / failure of access or delay / failure in the execution of the transaction whose instructions are delivered through the D-BisMart Service which, among other things, is caused by Force Majeure as referred to in item IX these General Terms and Conditions, the repair or installation or use of D-BisMart Service that deviates from what has been determined by Danamon based on these General Terms and Conditions.

In connection with the provisions in point VIII number 7 and 8 of these General Terms and Conditions, the Customer agrees to replace the losses suffered by Danamon including court fees and attorney fees (if any) that have been paid by Danamon.

9. The Customer agrees and hereby states that as long as the General Terms and Conditions do not regulate specifically, the General Account Terms and Conditions of Banking and Banking Services apply to Danamon
10. The Customer hereby declares that they are subject to and bound by the General Terms and Conditions and the prevailing laws and regulations in the Unitary State of the Republic of Indonesia and the prevalence applicable to banks, as well as other provisions stipulated by Bi and / or OJK
11. The Customer is responsible for each specification, image, content of the item downloaded in the D-BisMart Service including but not limited to returning items that are not in accordance with the specifications in the drawing.

X. Force Majeure

1. No party has been declared to have committed negligence / violation of the contents / provisions due to the Force Majeure
2. Matters which is included in the Force Majeure in these General Terms and Conditions are events that are beyond human capabilities, including but not limited to sabotage, warfare, issuance of government, regulations / policies, natural disasters, riots, epidemics, fire, and the D-BisMart Service cannot be used because of the occurrence of a disaster which, among other things, is caused by Danamon's equipment / equipments experiencing power failure, communication, system error or a system exposed to a virus.
3. If the D-BisMart Service cannot function properly due to the Danamon device / equipment being damaged / unable to be used because as referred to in point IX number 2 of these General Terms and Conditions, Danamon will, at the first opportunity, notify by telephone or facsimile or other communication media available at Danamon to the Customer. Likewise the opposite, if the Force Majeure is intended to be experienced by the Customer, the Customer hereby agrees to notify Danamon and the Customer will conduct banking transactions through Danamon counters or other possible services provided by Danamon.

XI. Media Communication / Notification

1. All correspondence or notifications that must be sent by each party to the other party will be carried out by facsimile, e-mail, 'registered' post or through an expedition company (courier) / internal courier from each party to address data

listed on forms and recorded on the system used in connection with the D-BisMart Service.

2. Specifically for notifications / communications made via email, the Customer agrees to the following :
 - (i) Danamon does not guarantee the security of information and / or data sent to Danamon Danamon via e-mail (including: no information / data sent to Danamon system and receipt of such information / data but not in the format approved / determined by Danamon);
 - (ii) Failure to send information to the Customer's address that is not caused by Danamon's fault or negligence is not the responsibility of Danamon;
 - (iii) Danamon has no obligation to retain and / or resend information that failed to be sent to the Customer's e-mail address.

XII. Confidential Information

1. The Customer agrees that all information, both written and unwritten and other information relating to business, products, systems and services that are known or arising based on these General Terms and Conditions are confidential and may not be notified to a third party or other body / person who is not interested in for any reason during and after the D-BisMart Service ends.
2. Customers (including: the work team and its members and employees who have access to information concerning the business, products, systems and services of Danamon) hereby declare that they are willing to sign any documents to ensure confidentiality

XIII. Intellectual Property Rights

Every rights of intellectual property rights that attached to the D-BisMart website and application such as logo, photo, picture, name, word, letters, numbers, writing, color composition and combination of elements are fully belong to Danamon. D-BisMart services' users are prohibited to copy, multiply, or use it for any interest and in any way get without written approval first from Danamon.

XIV. Transfer of Rights and Obligations

Terms and Conditions occurs and bind to Danamon and Customer also to the receiver of rights and obligations within this Terms and Conditions (through: Administrator, Executor, Successor and Transfer of Rights and Obligations Party also Interest Successor), under provision that Customer cannot transfer or release their Rights and Obligations repose of General Terms and Condition to others without the prior written approval of Danamon.

XV. Applicable Law and Settlement of Disputes

1. The validity, interpretation and implementation of this D-BisMart Service are regulated and subject to the laws applicable in the Unitary State of the Republic of Indonesia.

2. If a dispute arises in relation to the interpretation and implementation of these General Terms and Conditions, Danamon and the Customer agree to settle the dispute referred to in consultation to reach consensus.
3. If the dispute cannot be resolved by deliberation, Danamon and the Customer hereby agree to settle the dispute in court. For this purpose the parties agree to choose a legal domicile at the Registrar's Office of the South Jakarta District Court in Jakarta, thus not reducing the right of each party to file a lawsuit against another party before other courts throughout Indonesia.

XVI. Others

1. The Customer agrees that the D-BisMart Service provided by Danamon to the Customer applies these General Terms and Conditions which are an integral part of the Registration Form, Change and Closure of the D-BisMart Service, as well as the power of attorney for Registration / Change / Closure D-BisMart (if any).
2. These General Terms and Conditions constitute an integral and inseparable part of the General Terms and Conditions of Danamon Accounts and Banking Services, as well as General Terms and Conditions for each product / service that applies to Danamon, except for matters that has been specifically regulated in these General Terms and Conditions, these General Terms and Conditions apply.
3. The titles and terms used in these General Terms and Conditions are intended to facilitate understanding of the contents of this D-BisMart Service.
4. Danamon and the Customer agree, that from time to time will take certain actions and sign additional documents that are reasonably necessary to carry out the intent and purpose of this D-BisMart Service.
5. If the use of the D-BisMart Service is found and / or reported there are indications of criminal acts of money laundering, fraud and / or transaction irregularities such as:
 - a. Funds used in the framework of transactions are funds origination from criminal acts that are prohibited based on the laws and regulations in force in the Republic of Indonesia,
 - b. The Opening of D-BisMart is intended to commit non-criminal money laundering in accordance with the provisions of the laws and regulations in force in the Republic of Indonesia,
 - c. Transactions are carried out for the purpose of deceiving, obscuring, or avoiding reporting to the Financial Transaction Repots and Analisis Center / *Pusat Pelaporan dan Analisa Transaksi (PPATK)* based on the provisions of the prevailing laws and regulations in the Republic of Indonesia, therefore the Customer is fully responsible and releases Danamon from all claims or changes loss in any form.
6. In the event that there are changes to these benefits, risks, costs, general terms and conditions, the Customer has the right to submit an objection in writing to the Bank within 30 (thirty) Business Days as of the notification of the change by the Bank through the Bank's communication media. The Customer agrees that the Bank will consider the Customer to approve the change in the event that the Customer does

not submit the objection mentioned above. If the Customer has the right to close the Account and / or Service by first completing all the obligations of the Customer that are still owed to the Bank.

7. These General Terms and Conditions have been adjusted to the provisions of the legislation including the provisions of the Financial Services Authority regulations.

The Customer hereby declares that the Customer has read, understood, and agreed to these General Terms and Conditions before using the D-BisMart Service.