



## GENERAL TERMS AND CONDITIONS FOR THE AMERICAN EXPRESS® GOLD BUSINESS CARD MEMBERSHIP

### IMPORTANT

Before The Cardholder use the Credit Card, The Cardholder shall be required to read and understand the General Terms and Conditions for The American Express Gold Business Card Membership ("Term and Condition"). In the event that The Cardholder has received and/or use The Card, The Cardholder has accepted and bounden to this Term & Condition. In the event that The Cardholder has not accepted the Term & Condition, The Cardholder shall be required to cut The Card into two pieces and ensure that the chip of The Card has been cut. And The Cardholder shall be fully responsible for any impact happened because of The Cardholder's failure to cut The Card.

### 1. DEFINITIONS

- The American Express Gold Business Card (hereinafter referred to as The Card) shall be a Credit Card issued by PT Bank Danamon Indonesia, Tbk. domiciled in Jakarta (hereinafter referred to as The Bank).
- American Express shall be American Express International Inc including holding company, subsidiaries, and its affiliates as Principal and registered license which shall be The Bank issued The Card or participate in American Express Card services.
- Cardholder shall be a person whose name is contained on The Card, who is approved and authorized by The Bank to use The Card as The Basic Cardholder or a Supplementary Cardholder.
- The Basic Cardholder shall be a person who is approved and authorized by The Bank to own the Basic Card and responsible to all transactions conducted by using the Basic Card and Supplementary Card(s).
- The Supplementary Cardholder shall be a person who is approved by The Basic Cardholder to be received the Supplementary Card by The Bank.
- Billing Statement shall be a notice of billing for transactions conducted by using The Card, which shall be sent by The Bank each month to The Basic Cardholder.
- E-statement shall be an electronic Billing Statement sent to the Customer's email registered with The Bank's system.
- Card Account shall be The American Express Gold Business Card account which can be accessed by using your Card.
- Danamon American Express Card Services shall be a facility which is available via telephone at which The Cardholder may receive various information or file grievances.
- Business Day shall be a day on which Danamon Bank operates or carries out operations, namely from Monday to and including Friday.
- PIN (Personal Identification Number) shall be a personal private Number used for conducting electronic transactions.
- ATM (Automated Teller Machine) shall be an electronic machine used for making cash advance, accessing information on account balance and paying billing, etc in accordance to available services at ATMs shall be regulated by Bank Indonesia or Financial Services Authority (OJK) or other government institutions.

### 2. RISKS IN THE USE OF CARD & PIN

- The Card may only be used by The Cardholder and may not be transferred and/or collateralized to any persons for any reason/in any manner.
- The Cardholder shall be required to put his/her signature upon receipt of The Card from The Bank. The Bank shall not be responsible for all risks arising from the misuse of an unsigned Card.
- The failure of The Cardholder to sign a Sales Slip or Mail Order Coupon shall not release The Cardholder from his/her obligations under the General Terms and Conditions for The American Express Gold Business Card Membership.
- PIN shall be used when The Cardholder conducts a transaction on an EDC machine and makes cash advance on an ATM. The use of PIN for transactions on EDC machines shall comply with the applicable provisions of Bank Indonesia. The Cardholder shall be required to keep his/her cash advance PIN confidential lest it is misused by unauthorized parties.

The Cardholder shall be fully responsible for all misuses committed by unauthorized parties.

- In the event that The Cardholder intends to use The Card on The Bank's ATM or the ATM of other Banks in cooperation with American Express network, the following terms and conditions shall apply:
  - a. The Cardholder shall assume full responsibility for all transactions arising from the use of The Card on the recipient ATM and shall authorize The Bank to debit the amount of advance or transfer made by using The Card along with all fees incurred in accordance with the applicable provisions at The Bank which can be seen via the communication media available to The Bank
  - b. The Bank's Record of transactions processed from the use of The Card on an ATM shall be final and binding for all intentions unless proved to the contrary by The Cardholder in accordance with the applicable law
  - c. The Cardholder shall be responsible for the loss or damage incurred either directly or indirectly by the malfunction of/damage to The Card and etc, which caused rejection or The Card cannot be used by other parties with or without The Cardholder's permission.

### 3. VALIDITY PERIOD

The Card's validity period shall be the last date of the month and year contained on The Card and shall refer to a period during which The Card may be used for transactions, unless The Bank or The Cardholder unilaterally cancels The Card prior to the expiry of such period. In the event that The Card's validity period expires, The Bank shall send an extension Card prior to the expiry of The Card's validity period. If only The Card is not received at the time of The Card's validity period expires, The Cardholder shall contact Danamon American Express Card Services. The Card's validity period shall be automatically extended, however The Bank shall be entitled to refrain from extending The Cardholder's membership under certain considerations and therefore, The Bank shall notify The Cardholder of its decision via the communication media available to The Bank.

### 4. CREDIT LIMIT

- The Bank shall be fully entitled to set the maximum credit limit of The Basic Cardholder including the maximum credit limit of The Supplementary Cardholder.
- The Cardholder shall not be allowed to use The Card in excess of The Card's credit limit set by The Bank. In the event that The Cardholder, whether or not deliberately, uses The Card in excess of the set credit limit, The Bank shall be entitled to charge a fee in accordance with the applicable provisions at The Bank which can be seen via the communication media available to The Bank.
- The Bank shall be entitled to change or review the amount of credit limit. The Cardholder may submit the request for increase in their credit limit (temporary or permanent) and The Bank shall be entitled to approve or reject such request for increase in credit limit and shall notify its decision via the communication media available to The Bank.

### 5. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

- The Bank shall keep the data provided by The Cardholder confidential and The Bank shall only use such data for The Bank's interests.
- The Bank may also use the information provided by The Cardholder or the information collected from researches and or external sources, for marketing activity or other activities conducted by The Bank or The Bank's affiliates in accordance with the applicable laws.

### 6. RECORDING OF INSTRUCTIONS BY TELEPHONE

The Basic Cardholder agrees to authorize The Bank to, at its own discretion, record all instructions by telephone and that The Bank may use the recording for The Bank's interests. The Basic Cardholder further agrees that any and all recordings of instructions by telephone made by The Bank in accordance with this provision shall constitute evidence which is valid and has the same effect as the original, unless it can be proved to the contrary.

### 7. CARD TRANSACTIONS

- In the event that The Card provided by The Bank is lost, The Cardholder shall remain responsible for all transactions conducted prior to the reporting of the lost Card to The Bank.
- The Cardholder must sign the retail sales slip or use PIN at the time of transaction and keep the copy thereof as evidence for comparison to the billing contained in the Billing Statement/E-statement.

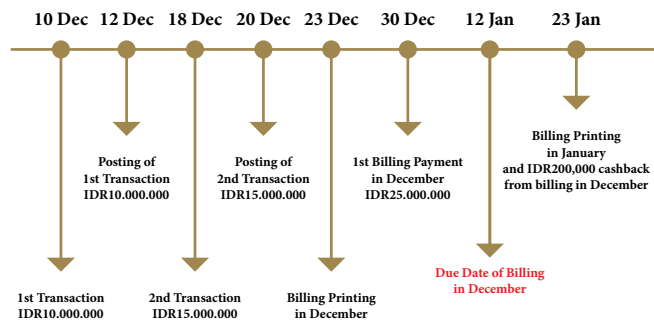
- The Bank shall not be responsible for the rejection of payment by using The Card by any merchants, any persons, anywhere and for any reason.
- The Bank shall be entitled to approve or reject transactions in accordance with The Bank's own consideration and will inform The Cardholder via the communication media available to The Bank.
- The Bank shall not be responsible for any disputes (inclusive but not limited to dispute arising from any defect or other deficiencies either in the quantity, quality, suitability and all aspects of goods or services) arising in relation to the purchase of goods or services by The Cardholder from a merchant paid by using The Card. The dispute shall not result in delay in payment of The Card's billing to The Bank by The Cardholder.

## 8. TRANSACTIONS IN A FOREIGN CURRENCY

Transactions in a foreign currency beside U.S. Dollars will first be converted into U.S. Dollars and then into Indonesian Rupiah. The conversion rates are based on interbank rates (selected from customary industry sources) on the Business Day prior to the processing date. These rates may differ from rates that are in effect on the date of transaction. American Express will charge a foreign exchange conversion fee of 1% on the amount converted from the non-U.S. Dollar transaction to U.S. Dollars.

## 9. COSTS, INTERESTS AND SIMULATION OF INTEREST CALCULATION

- The Cardholder agrees to pay all financial costs (inclusive but not limited to stamp duties, third party services (if any) and/or accrued interests at an amount to be determined by The Bank in accordance with the applicable provisions at The Bank as been stated on the Billing Statement.
- The Bank at any time shall be entitled to change the interest rate, annual fee for Card membership, penalty and the amount of other future costs in accordance with the applicable provisions at The Bank or the regulations stipulated by The Regulator. Any changes shall be notified to The Cardholder via the communication media available to The Bank.
- For shopping transactions, interests shall be charged in the event that The Cardholder:
  - fails to make any payments;
  - makes a payment with an amount less than the total amount of Credit Card billing (non-full payment); or
  - makes a full payment following the due date of payment.
- Di bawah ini adalah simulasi perhitungan Cashback dan Bunga Kartu Business Danamon American Express Gold.
- The simulation of Cashback and Interest calculation of The American Express Gold Business Card as follow:
  - Early Pay Discount shall be The Cardholder receives 1% cashback when



### Billing Statement in December

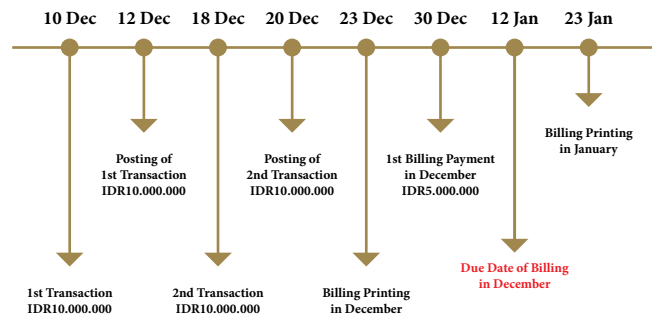
Transaction Date	Posting Date	Transaction Detail	Transaction Nominal
December 10	December 12	1st Transaction	IDR10.000.000
December 18	December 20	2nd Transaction	IDR15.000.000
<b>Total of Billing</b>			<b>IDR25.000.000</b>
Minimum Payment			<b>IDR2.500.000</b>

### Billing Statement in January

Transaction Date	Posting Date	Transaction Detail	Transaction Nominal
		Previous billing	IDR25.000.000
December 30	December 30	Payment	IDR25.000.000
		1% Cashback	IDR200.000
<b>Total Cashback received</b>			<b>IDR200.000</b>

fully paid The Card's statement within 7 days after the Statement Date.

- Maximum Cashback to receive will be IDR200,000.
- Defer Pay Option shall be low interest benefit up to 1.5%, where the interest will be imposed to The Cardholder in accordance to the tiers of outstanding billing. The interest tiers as follow:
  - 1st Tiering: outstanding billing in between  $IDR 0 \leq IDR5,000,000$  will be imposed 2.95% interest
  - 2nd Tiering: outstanding billing in between  $> IDR5,000,000 - \leq IDR10,000,000$  will be imposed 2% interest
  - 3rd Tiering: outstanding billing  $> IDR10,000,000$  will be imposed 1.5% interest.



### Billing Statement in December

Transaction Date	Posting Date	Transaction Detail	Transaction Nominal
December 10	December 12	1st Transaction	IDR10.000.000
December 18	December 20	2nd Transaction	IDR10.000.000
<b>Total of Billing</b>			<b>IDR20.000.000</b>
Minimum Payment			<b>IDR2.000.000</b>

### Billing Statement in January

Transaction Date	Posting Date	Transaction Detail	Transaction Nominal
		Previous billing	IDR20.000.000
December 30	December 30	Payment	IDR5.000.000
		Outstanding previous billing	IDR15.000.000
		Interest from previous billing (1.5%)	IDR177.480
<b>Total of Billing</b>			<b>IDR15.177.480</b>
Minimum Payment			<b>IDR1.517.748</b>

Interest Calculation on Billing Statement in January	Remarks	Transaction Nominal (A)	Number of day (B)	Daily Interest ((1.5%*12)/365)	Interest (A*B*C)
From the payment date up to and including the next billing printing	Total of transaction subtracy with total of payment	15.000.000	24	0.000493	IDR 177.480
Total Bunga pada Lembar Tagihan Bulan Januari					<b>IDR177.480</b>

## 10. BILLING INFORMATION

- The Bank shall send billing information detailing the transactions charged on your Gold Business Card account. Billing information shall be sent to The Cardholder's billing address either in the form of Billing Statement sent to the most recent address filed by The Bank or in the form of E-statement to The Cardholder's email address registered in The Bank system.
- With respect to billing delivery via E-statement, The Cardholder must first register for E-statement service by contacting Danamon American Express Card Services. By registering for E-statement service, The Cardholder agrees that:
  - E-statement shall be sent to the email address registered in The Bank's system.
  - To warrant and release The Bank from all obligations, demands, suits, and claims as well as from any parties in connection with the implementation of E-statement Service, including late receipt, non-receipt of email and/or failure in email delivery caused by error in the provision of data on email address to The Bank, change of email address which is not notified to The Bank, Cardholder's email inaccessibility for any reason (among other things, due to blocking) and failure in The Bank's system which is beyond The Bank's control.
  - That The Bank has no obligation to review and inquire the validity/authenticity of the data on The Gold Business Card Cardholder's email address and/or ensure the receipt of E-statement by the The Gold Business Card Cardholder. Therefore, The Cardholder shall be required to contact The Bank in the event that:
    - a. e-statement is not received or is received but it is incomplete
    - b. there is a change of data on the email address
    - c. the email address is no longer exist
    - d. plan to use the printed Billing Statement.

## 11. BILLING PAYMENT

- The Cardholder shall be fully responsible for all Card transactions along with the interest (if any) and all fees charged on The Card.
- The Basic Cardholder shall be required to ensure that the payment has been received by The Bank by no later than the due date of payment and the amount is in accordance with the amount set out on the Billing Statement/E-statement sent/mailed by The Bank to the Basic Cardholder.
- In the event that the due date of billing falls on a holiday/day other than a Business Day/day on which The Bank does not operate, the payment may be made on the subsequent Business Day.
- The Basic Cardholder shall be fully responsible for the billing conducted by using The Supplementary Card and will be billed on the same Billing Statement. In the event of Supplementary Card cancellation by The Basic Cardholder, billing will be charged to The Basic Card.
- The Bank shall be entitled to make corrections on the Billing Statement, both debit and/or credit corrections, in accordance with the data at The Bank. The correction shall bind The Cardholder to pay any Transactions conducted by The Cardholder the payment of which has not been received by The Bank.

## 12. CLASSIFICATION OF PAYMENT COLLECTIBILITY & THE CONSEQUENCES THEREOF

- In accordance with The Bank Indonesia Regulations, the data on The Cardholder including the payment continuity status shall be reported on a monthly basis by The Bank to Bank Indonesia through the Debtor Information System (SID).
- Payment continuity shall be reported based on the collectibility mentioned below:
  - a. "Performing" Collectibility  
Namely a condition in which The Cardholder makes payment of The Card billing in the amount of the minimum payment specified in the Billing Statement and the payment is received by The Bank by no later than the due date of monthly payment.
  - b. "Special Mention" Collectibility  
Namely a condition in which Card transactions have exceeded the credit limit or have been overlimit or in the event that the outstanding amount has not been paid or remains outstanding for 1-90 calendar days following the lapse of the due date of payment.

- c. "Sub-standard" Collectibility  
Namely a condition in which the payment of the outstanding amount has not been made or the amount remains outstanding for 91-120 calendar days following the lapse of the due date of payment.
- d. "Doubtful" Collectibility  
Namely a condition in which the Cardmember has been unable to make any payment of the outstanding amount or the amount remains outstanding for 121-180 calendar days following the lapse of the due date of payment.
- e. "Non-Performing" Collectibility  
Namely a condition in which The Cardholder no longer has the capability or good faith to make a payment of the outstanding amount, or in the event that the payment of the outstanding amount has not been made or the amount remains outstanding for more than 180 calendar days following the lapse of the due date of payment. The Bank shall be at any time entitled, at its own discretion and consideration, to downgrade the collectibility in accordance with The Bank Indonesia provisions.
- Consequences of each Collectibility:
  - a. "Performing" – The Card may be used in accordance with the credit limit provided.
  - b. "Special Mention" – The Bank shall temporarily block The Card. The Card may not be used both for transactions and cash advance until a payment is received by The Bank.
  - c. "Sub-standard", "Special Mention", and "Non-Performing" – The Bank shall permanently block The Card and terminate The Cardholder's membership. The Card may not be used both for transactions and cash advance.

## 13. COLLECTION AND THIRD PARTY SERVICES

- In the event that The Cardholder fails to perform its payment obligation, The Cardholder hereby shall grant authority with the right of substitution to The Bank and therefore The Bank shall be fully entitled to:
  - a. block or debit the current/savings/deposit account or other types of savings held by The Cardholder with The Bank
  - b. disburse the security available at The Bank
  - c. request for/conduct payment collection through a third party service with respect to a Card having "Non-Performing" status and/or through the available legal means in accordance with the applicable laws and regulations inclusive but not limited to The Regulator provisions
  - d. summon The Cardholder via the mass media.
- The Cardholder shall grant rights and authorization to The Bank to transfer all or parts of The Cardholder's billing to another party determined by The Bank.

## 14. CARD CANCELLATION, BLOCKING, AND TERMINATION

- The Card shall be the property of The Bank and therefore, The Bank at any time may unconditionally cancel/terminate (or not extend) The Card.
- The Bank shall be entitled to automatically cancel The Card facility in the event that The Cardholder's collectibility status decreases to "sub-standard", "doubtful" or "non-performing" in accordance with the applicable laws and regulations inclusive but not limited to The Regulator provisions. It shall also be the consequence of The Card having "Sub-standard", "Doubtful" or "Non-Performing" collectibility as set out in point 12 above.
- Via the available communication media, The Bank shall be at any time entitled to block/cancel/terminate The Card before the expiry of membership in accordance with The Bank's discretion or request by authorized institution.
- In the event that The Bank decides to cancel/terminate or refrain from extending The Cardholder's membership, The Cardholder shall be required to cut The Card into two pieces and ensure that the chip of The Card has been cut. The Cardholder shall be fully responsible for any impact happened because of The Cardholder's failure to cut The Card.
- The Bank shall be entitled to record the data on the Cardholder of the cancelled and/or blocked Card in accordance with the applicable regulations in the blacklist issued by The Bank/other agencies/companies.
- Upon the expiry of The Card membership, all unpaid and uncharged billing arising from the use of The Card shall become due and payable by The Cardholder to The Bank.

- In the event that The Basic Cardholder stated insolvent by the court or dead, all obligations of The Card (The Basic Card and Supplementary Card) shall be expired and the obligations shall be required to pay at that time and fully paid by The Basic Cardholder (if only The Basic Cardholder is insolvent) or The Basic Cardholder's heirs (if only The Basic Cardholder is dead).
- The Cardholder may file the application for closing/terminating/refraining from extending The Card membership through Danamon American Express Card Services or may give a written statement to The Bank and complete the data on The American Express Gold Business Card Cardholder and required documents provided that all obligations/billing have been settled. The Bank cannot process the application for closing The Card if there is remaining billing. The application shall be processed within a period of 3 (three) Business Days after all requirements & conditions have been met.

## 15. CHANGE OF ADDRESS

The Basic Cardholder shall be required to provide written/oral notice to The Bank in the event of any changes of the billing address, email address (for a Cardholder who has registered E-statement), and business address where The Basic Cardholder is working. The Cardholder shall be fully responsible for any delay or failure in receipt of notice of billing along with all penalties, interests and other consequences of the delay in payment as a result of the delay/failure in receipt of notice of the change of address from The Cardholder to The Bank.

## 16. LOST/STOLEN CARD

- The Cardholder must immediately notify The Bank upon being aware of the loss or theft of The Card by contacting Danamon American Express Card Services.
- The Cardholder shall be responsible for billing arising from transactions conducted by using The Card prior to the receipt of a report by The Bank from The Cardholder on the loss and/or theft of The Card.

## 17. GRIEVANCE AND DISPUTE PROCEDURES

- Cardholder may fill out an objection to the interests, fees, penalties, and transactions which are not conducted by The Cardholder are charged on the Billing Statement of Card Account, by no later than 14 (fourteen) calendar days as of the printing date of the Billing Statement.
- In the event of The Cardholder's disputation of interests, fees, or penalties which shall not be charged on the Billing Statement, The Cardholder may contact Danamon American Express Card Services and request to remove the interests, fees, or penalties. The Bank will respond requests in 3 (three) Business Days.
- The Cardholder may dispute a transaction on the Billing Statement to Danamon American Express Card Services, by no later than 45 (forty five) calendar days as of the printing date of the Billing Statement. The Bank is entitled to agree or reject the request to correcting the transaction on the Billing Statement in accordance with the applicable provisions at The Bank and will inform the decision of the disputation of The Cardholder's transaction via the communication media available to The Bank.
- Oral grievance shall be settled within 2 (two) Business Days after the date of receipt of the grievance. If the oral grievance cannot be settled within 2 (two) Business Days, The Bank will ask The Cardholder to fill the grievance in writing and submit to The Bank with a copy of The Cardholder's ID Card and other supporting documents.
- Writing grievance shall be settled within 20 (twenty) Business Days after the date of receipt of the writing grievance. In the event that there are certain conditions, The Bank may extend the period to the next 20 (twenty) Business Days in accordance with the applicable provisions and The Bank will notify The Cardholder in writing.

## 18. CHANGE OF TERMS & REQUIREMENTS

- The Bank is entitled to add/change/revocate any terms/conditions in the General Terms and Conditions for Membership which will be written or in another media and the changes are binding evidence with respect since the validity date of the addition/revision/deletion.
- The addition/change/revocation of the terms/conditions shall constitute an inseparable part of the General Terms and Conditions for Membership.
- In the event that The Cardholder is not willing to accept such changes, The Cardholder may terminate his/her right to use The Card in accordance with the General Terms and Conditions for Membership firstly by paying all obligations to The Bank.

## 19. APPLICABLE LAW

- The validity, interpretation, and implementation of the General Terms and Conditions for this Membership shall be governed by and subject to the applicable law in the Republic of Indonesia.
- With respect to matters related to the General Terms and Condition for this Membership and all consequences thereof, The Bank and The Cardholder choose a permanent and common legal domicile at the Registrar Office of South Jakarta District Court in Jakarta, without prejudice to The Bank's right to apply for the implementation/execution and/or to file a legal demand/suit against the Basic Cardholder through other courts within the territory of the Republic of Indonesia.

## 20. MISCELLANEOUS

- In the event that The Cardholder has more than 1 (one) Card with The Bank and if there is any problems with one of The Cards, The Bank shall be entitled to take actions with respect to the other Card.
- The Bank shall not impose any surcharges for any goods and/or services purchase transaction. The Cardholder may reject the transaction if the merchant impose such surcharge.
- The authorities in the General Terms and Conditions for Membership cannot be revoked and be expired for any reason including the reasons stated in Indonesian Civil Code (Kitab Undang-Undang Hukum Perdata) article 1813, 1814, and 1816.
- The Bank's record/administration shall constitute valid and binding evidence for The Basic Cardholder with respect to the amount of The Basic Cardholder liabilities payable to The Bank.
- The Cardholder agrees to treat and that the photocopies/microfilms made by The Bank constitute valid evidence having legal force equal to the originals and agrees that all records, print-outs, communication recording and other evidence constitute valid evidence.
- The Bank shall be entitled to send information related to Card promotion and other notices via the communication media available to The Bank inclusive but not limited to via SMS and email.
- The Cardholder hereby states that he/she has accepted and understood all contents of the General Terms and Conditions for this Membership as of the receipt of The Card by The Cardholder.
- These terms and conditions shall constitute an integral and inseparable part of the application for The American Express Gold Business Card.