

TERMS & CONDITIONS TEMPLATE

Disclaimer:

Our terms and conditions templates have been designed for use on typical websites, focusing on the three major e-Commerce businesses: retail, service, and digital goods.

These terms and conditions include, amongst other things, a licence specifying how the website may be used, a disclaimer of liability, a statutory disclosures section and rules on user-contributed content.

Please use these templates as guidance only, and make the necessary changes to meet your own company regulations.

Thank you.

Template #1 : Retail

Example : Midtrans Store

1. CONDITIONS OF USE

MIDTRANS STORE is offered to you, the user, conditioned on your acceptance of the terms, conditions and notices contained or incorporated by reference herein and such additional terms and conditions, agreements, and notices that may apply to any page or section of the Site.

2. OVERVIEW

Your use of this Site constitutes your agreement to all terms, conditions and notices. Please read them carefully. By using this Site, you agree to these Terms and Conditions, as well as any other terms, guidelines or rules that are applicable to any portion of this Site, without limitation or qualification. If you do not agree to these Terms and Conditions, you must exit the Site immediately and discontinue any use of information or products from this Site.

3. MODIFICATION OF THE SITE AND THESE TERMS & CONDITIONS

MIDTRANS STORE reserves the right to change, modify, alter, update or discontinue the terms, conditions, and notices under which this Site is offered and the links, content, information, prices and any other materials offered via this Site at any time and from time to time without notice or further obligation to you except as may be provided therein. We have the right to adjust prices from time to time. If for some reason there may have been a price mistake, MIDTRANS STORE has the right to refuse the order. By your continued use of the Site following such modifications, alterations, or updates you agree to be bound by such modifications, alterations, or updates.

4. COPYRIGHTS

This Site is owned and operated by MIDTRANS STORE. Unless otherwise specified, all materials on this Site, trademarks, service marks, logos are the property of MIDTRANS STORE and are protected by the copyright laws of Indonesia and, throughout the world by the applicable copyright laws. No materials published by MIDTRANS STORE on this Site, in whole or in part, may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission from MIDTRANS STORE.

5. SIGN UP

You need to sign up this Site to purchase by insert your username and password. You will get benefits such as newsletters, updates, and special offers by signing up. You will be asked to provide accurate and current information on all registration forms on this Site. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by your web administrator on your behalf, to access this Site as well as any activity that occur under your username/password. You will not misuse or share your username or password, misrepresent

your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any Materials you are exposed to through this Site.

6. ELECTRONIC COMMUNICATIONS

You agree that MIDTRANS STORE may send electronic mails to you for the purpose of advising you of changes or additions to this Site, about any of MIDTRANS STORE's products or services, or for such other purpose(s) as we deem appropriate. If you wish to unsubscribe from our newsletters, please click on "Newsletters" in your account page and unsubscribe.

7. PRODUCT DESCRIPTIONS

We always try our best to display the information and colors of the products that appear on the Site as accurately as possible. However, we cannot guarantee that your monitor's display of any color will be accurate as the actual colors you see depends on your monitor quality.

8. RISK OF LOSS

All items purchased from MIDTRANS STORE are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

9. CONDITIONS OF RETURNS

- Items must be returned within 7 days from the date it is received.
- Items must be in original condition.
- Items must have all tags attached.
- Sale items are not eligible for returns.

Please Note: Shipping and handling charges are not refundable.

10. PRIVACY POLICY

Your information is safe with us. MIDTRANS STORE understands that privacy concerns are extremely important to our customers. You can rest assured that any information you submit to us will not be misused, abused or sold to any other parties. We only use your personal information to complete your order.

11. INDEMNITY

You agree to indemnify, defend and hold MIDTRANS STORE harmless from and against any and all third party claims, liabilities, damages, losses or expenses (including reasonable attorney's fees and costs) arising out of, based on or in connection with your access and/or use of this Site.

12. DISCLAIMER

MIDTRANS STORE assumes no responsibility for accuracy, correctness, timeliness, or content of the Materials provided on this Site. You should not assume that the Materials on this Site are continuously updated or otherwise contain current information. MIDTRANS STORE is not

responsible for supplying content or materials from the Site that have expired or have been removed.

13. APPLICABLE LAWS

These Terms and Conditions are governed by the law in force in Indonesia.

14. QUESTIONS AND FEEDBACK

We welcome your questions, comments, and concerns about privacy or any of the information collected from you or about you. Please send us any and all feedback pertaining to privacy, or any other issue.

Legal Notice

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Template #2 : Service

Example : *MT Cleaning Services*

1. CONDITIONS OF USE

MT Cleaning Services is offered to you, the user, conditioned on your acceptance of the terms, conditions and notices contained or incorporated by reference herein and such additional terms and conditions, agreements, and notices that may apply to any page or section of the Site.

2. OVERVIEW

Your use of this Site constitutes your agreement to all terms, conditions and notices. Please read them carefully. By using this Site, you agree to these Terms and Conditions, as well as any other terms, guidelines or rules that are applicable to any portion of this Site, without limitation or qualification. If you do not agree to these Terms and Conditions, you must exit the Site immediately and discontinue any use of information or products from this Site.

3. MODIFICATION OF THE SITE AND THESE TERMS & CONDITIONS

MT Cleaning Services reserves the right to change, modify, alter, update or discontinue the terms, conditions, and notices under which this Site is offered and the links, content, information, prices and any other materials offered via this Site at any time and from time to time without notice or further obligation to you except as may be provided therein. We have the right to adjust prices from time to time. If for some reason there may have been a price mistake, MT Cleaning Services has the right to refuse the order. By your continued use of the Site following such modifications, alterations, or updates you agree to be bound by such modifications, alterations, or updates.

4. COPYRIGHTS

This Site is owned and operated by MT Cleaning Services. Unless otherwise specified, all materials on this Site, trademarks, service marks, logos are the property of MT Cleaning Services and are protected by the copyright laws of Indonesia and, throughout the world by the applicable copyright laws. No materials published by MT Cleaning Services on this Site, in whole or in part, may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission from MT Cleaning Services.

5. SIGN UP

You need to sign up this Site to order the services by insert your username and password. You will get benefits such as newsletters, updates, and special offers by signing up. You will be asked to provide accurate and current information on all registration forms on this Site. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by your web administrator on your behalf, to access this Site as well as any activity that occur under your username/password. You will not misuse or share your username or password,

misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any Materials you are exposed to through this Site.

6. ELECTRONIC COMMUNICATIONS

You agree that MT Cleaning Services may send electronic mails to you for the purpose of advising you of changes or additions to this Site, about any of MT Cleaning Services's services, or for such other purpose(s) as we deem appropriate. If you wish to unsubscribe from our newsletters, please click on "Newsletters" in your account page and unsubscribe.

7. SERVICES DESCRIPTIONS

We always try our best to display the information and colors of the products that appear on the Site as accurately as possible. However, we cannot guarantee that your monitor's display of any color will be accurate as the actual colors you see depends on your monitor quality.

8. PRIVACY POLICY

Your information is safe with us. MT Cleaning Services understands that privacy concerns are extremely important to our customers. You can rest assured that any information you submit to us will not be misused, abused or sold to any other parties. We only use your personal information to complete your order.

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Template #3 : Digital Goods

Example : iMidtrans

1. CONDITIONS OF USE

iMidtrans is offered to you, the user, conditioned on your acceptance of the terms, conditions and notices contained or incorporated by reference herein and such additional terms and conditions, agreements, and notices that may apply to any page or section of the Site.

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3. MODIFICATION OF THE SITE AND THESE TERMS & CONDITIONS

iMidtrans reserves the right to change, modify, alter, update or discontinue the terms, conditions, and notices under which this Site is offered and the links, content, information, prices and any other materials offered via this Site at any time and from time to time without notice or further obligation to you except as may be provided therein. We have the right to adjust prices from time to time. If for some reason there may have been a price mistake, iMidtrans has the right to refuse the order. By your continued use of the Site following such modifications, alterations, or updates you agree to be bound by such modifications, alterations, or updates.

4. GRANT OF LICENSE

iMidtrans grants you the right to access and use the Licensed Software Platform solely for your internal business purposes for the duration of this Agreement. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You may not: (a) modify, adapt, decompile, disassemble, or reverse engineer any component of the Licensed Software Platform; (b) create derivative works based on any component of the Licensed Software Platform; (c) allow any third party to use or have access to any component of the Licensed Software Platform or Documentation.

5. PROPRIETARY RIGHTS

You acknowledge and agree that: (a) the Licensed Software Platform and Documentation are the property of iMidtrans or its licensors and not Yours, and (b) You will use the Licensed Software Platform and Documentation only under the terms and conditions described herein.

6. FEES

In consideration for the license granted, you shall pay to the iMidtrans the license fee (the “License Fee”) as set out in the fee schedule on the Pricing page of the Site. The License Fee is exclusive of VAT and shall be invoiced monthly and billed to the Licensee’s credit card details. All such invoices

shall be sent to the Licensee email address specified as part of the registration process. You shall pay all sales, use and excise taxes, and any other assessments in the nature of taxes however designated on the Licensed Software Platform or its license or use on or resulting from this Agreement, unless You furnish iMidtrans with a certificate of exemption from payment of such taxes in a form reasonably acceptable to iMidtrans.

7. ELIGIBILITY

These Terms and Conditions cover either i) usage to evaluate the Licensed Software Platform, including via prototypes made available on Preview, or ii) usage by smaller independent developers, students, academic staff or hobbyists. All other uses are subject to a separate commercial agreement with iMidtrans.

8. SUPPORT

As a licensee of the Services you will receive 24x7 monitoring and dashboard reporting and you may contact iMidtrans Support by logging a support ticket at <https://support.imidtrans.com>. You may also access the iMidtrans support resources at <https://portal.imidtrans.com>. Higher support tiers are subject to a separate licence from iMidtrans.

9. TERMS OF TERMINATION

iMidtrans, at its sole discretion, may suspend or terminate this Agreement with immediate effect if:

- iMidtrans suspects that you are endangering the License Software Platform; or
- You commit any material breach of your obligations under this Agreement; or
- You cease to carry on business or become unable to pay your debts; or
- You have or may become incapable of performing Your obligations under this Agreement.

Should this Agreement be terminated, you agree to return or certify to the destruction of all copies of the Licensed Software Platform (including the SDKs) and Documentation, and all amounts owed by you under this Agreement shall be immediately due and payable.

10. CONFIDENTIALITY

You may disclose Confidential Information to your directors or employees or any members of your group that need to have access to it for the purpose of the Agreement; and/or professional advisers subject to appropriate conditions of confidentiality.

11. WARRANTY AND LIABILITY

iMidtrans warrants to and undertakes with You that:

- iMidtrans will use its reasonable efforts to provide the Services and to exercise reasonable care and skill and in accordance with the terms of this Agreement; and
- iMidtrans has full right of power and authority to provide the Services to you in accordance with the terms of this Agreement.

12. YOUR OBLIGATIONS AND WARRANTIES

You warrant to and undertake with iMidtrans that you own the Intellectual Property Rights in the Licensee Content and are fully entitled to use the same for the purposes envisaged by this Agreement:

- the Licensee Content will not contain a virus, worm, Trojan horse or other harmful code;

- the Licensee Content will not breach any of the guidelines made available on the devices and related stores in which it will be released;
- the Licensee Content will not be unlawful, threatening, abusive, harmful, malicious, obscene, pornographic, malicious, profane, libellous, defamatory under the laws of any jurisdiction where the Game can be accessed;

13. SECURITY

iMidtrans shall take all reasonable steps to prevent security breaches in its servers' interaction with you and security breaches in the interaction with resources or users outside of any firewall that may be built into the iMidtrans' servers.

14. PRIVACY POLICY

Your information is safe with us. iMidtrans understands that privacy concerns are extremely important to our customers. You can rest assured that any information you submit to us will not be misused, abused or sold to any other parties. We only use your personal information to complete your order.

15. APPLICABLE LAWS

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16. QUESTIONS AND FEEDBACK

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