

# Terms of Service

## 1. General

1.1 This Terms and Condition set out the terms and conditions for your use of our electronic platform facility on the website, mobile application, or other related digital medium or media (“**Platform**” or “**Site**” or “**Application**”), for the provision of Service. By using this Platform, you have agreed to be bonded by prevailing Terms and Condition and are assumed to have understood and agreed on all content of this Terms and Condition. This Terms and Condition will serve as a binding agreement between You (the users of this Platform) and Us (PT Kredit Pintar Indonesia, a limited liability established under the laws of the Republic of Indonesia, as the provider of the Platform – hereinafter will be referred to as Us or We), including all aspects of service that are available in this Platform and the related services, including all pages and features and every product or service that We offer to you. If you have any objection on this Terms and Condition, we advise you to not use this Platform.

1.2 We have rights to revoke or change or update or amend the Terms and Condition from time to time, have the rights to make the final decision upon contradiction between any versions. We will inform this amendment on our Platform and may notify you on this amendment through your registered email address based on our sole discretion. You are obliged and have the liability to check for any change or update or amendment in this Terms and Conditions. If you still access our Platform after the amendment of this Terms and Condition, you are assumed to have agreed on the amendment. We are not responsible for any loss that occurs due to your negligence in reading the amended Terms and Condition.

1.3 If You have questions other than as regulated in this Terms and Condition, you can contact us through email “[cs@kreditpintar.com](mailto:cs@kreditpintar.com)” or call us at 021-2965-1278 (“**Customer Service**”).

1.4 If there are any inconsistencies between this Terms and Conditions with any marketing media (including but not limited to information from online media), this Terms and Condition shall prevail.

1.5 This Application is intended to be used by (i) users of at least eighteen (18) years of age and have the legal capacity to enter into binding agreements; or (ii) legal entity represented by duly authorized representative and has the legal capacity to enter into binding agreements; specifically the provision of products and/or services offered in the Application, and located within our coverage area. All matters relating to access to, or use of, the Platform and the services are governed and constructed in accordance with Indonesian law without affecting any principle of international law.

Note that if you fall into category number (ii) and are in the capacity to act for and on behalf of a legal entity, you must obtain necessary approvals from such legal entity and other relevant third parties in connection with the usage and responsibility of (a) your action related to Site; (b) cost associated with the use of Site; and (c) Your acceptance and compliance in accordance with these Terms of Service. If you fail to obtain such necessary approvals, you are required to stop accessing, using and/or utilizing services provided under the Site.

By creating and maintaining an account with this Site, you represent and warrant that you possess the foregoing eligibility requirements and authorized to enter the Site and enter into services provided under the Site. You likewise expressly authorize the Company to use all necessary means to verify your identity with any third party providers of information.

## **2. Definition**

2.1 "Kredit Pintar", "We", "Us", or the "Company", means PT Kredit Pintar Indonesia, a peer to peer lending company that is established under Indonesian Law, having its registered office at One Wolter Place, 4th Floor, Jl. Wolter Monginsidi No. 63B, Rawa Barat, Kebayoran Baru, South Jakarta, Indonesia.

2.2 "You", means everyone that access and use services provided by Us, including Lenders and Borrowers.

2.3 "Investor" or "Lenders" means individual and/or legal entity which provides investment in form of financial loan to the Borrowers through the Platform.

2.4 "Borrower" means individual and/or legal entity which apply for and obtaining a financial loan from the Investor through the Platform.

2.5 "Service", means the provision of forum and media for prospective Borrower to find funding from Investor and the opportunity and options of investment for the Lender.

2.6 "Product", means loan or investment product [\_\_\_\_].

2.7 "Registered User", means everyone that can access and use services provided by Us, also have done registration and have an account on Our Platform.

2.8 "Personal Information", means every and all personal data that is given by User in our Platform, including but not limited to name, identification number, debtor information, family certificate, birth certificate, marriage certificate, deed, ownership certificate, Tax Identification Number, business license, guarantee letter, income data,

user's location, user's contact, also documents and other data as required in account registration summary and application summary.

2.9 "Content", means text, data, information, numbers, pictures, graphs, photos, audio, videos, username, information, application, links, comments, rates, design, or other matter that is displayed in the Platform.

### **3. SERVICES**

We provide a facility to allow Investor decide which Product they want to invest, and Borrower can decide on the loan amount to be requested in Our Platform features and have to be repaid based on repayment period that Borrower chooses.

3.1 To participate in providing or obtaining a loan via the Platform and/or using any facility from the Platform, You are required to make an account and register yourself in the Platform and complete the registration process as a registered user.

3.2 By registering yourself, you hereby declare that you already read, understand, and agree to the Terms and Condition as well as the privacy policy applicable to this Platform.

3.3 Loan disbursement that had been approved both the amount and the repayment period will be conducted by crediting the amount to Borrower's account that has been registered on our Platform. The Borrower is responsible for the accuracy of the bank account data given to us. We will not be responsible for any loss in any form whatsoever to Borrower or any other party for all risks occur from a mistake and/or untrue bank account given to us.

3.4 We will process loan application form that had been filled with all information, data, and supporting documents required. We have the rights and absolute discretion to accept or reject Borrower's application. Rejection or acceptance of loan application will be informed through the Platform.

3.5 Upon the acceptance of the loan application the loan is subject to rights and obligations under certain contracts and/or agreement between the Borrower and Investor that will be entered subsequently. In this case, we neither guarantee nor undertake that (a) the Borrower will obtain the proposed loan nor that (b) the Investor will obtain full repayment of the provided borrowings. In avoidance of doubt, any risk resulted and/or caused by the loan arrangement and its securities shall be borne by the relevant party, either lender or borrower, and lender and borrower hereby release, hold harmless and indemnify Us for any matters caused and/or raised due to such arrangement.

3.6 Borrower is obliged to repay the granted loan based on agreed repayment period and arrangement. Repayment period starts from the day loan is disbursed into Borrower's bank account.

3.7 Borrower is obliged to repay for the Loan with other fees (if any) to Kredit Pintar's escrow account and Kredit Pintar will pay the Lender through the escrow account, where the fees have been informed in advanced during data verification process. If the repayment due date falls in the non-business day, the repayment for loan and other fees (if any) have to be settled at the latest one business day before the due date.

3.8 Repayment for loan and other fees (if any) can be done through:

- ATM by transfer bank account as determined and described in Platform from time to time,
- E-banking by transfer bank account as determined and described in Platform from time to time, and/or
- Any other method as may be determined by Kredit Pintar that may be informed in advanced in accordance with the prevailing rules and regulations.

3.9 We have the rights and sole discretion to determine and apply interest on Loan given to Borrowers with these conditions:

- Interest rate will be stated in Platform and will be flat during the loan period.
- Interest rate will be calculated daily based on the repayment period chosen and agreed by Borrower in the Platform.

3.10 If there is any outstanding unpaid amount at the end of the loan period or delay in each repayment of the loan, you are subject to penalty in the amount as further determined under the loan agreement.

## **4. SERVICE USAGE**

By continuing to use or access the Platform, you have agreed and guaranteed to us that:

4.1 You represent and warrant that you possess the foregoing eligibility requirements and authorized to enter the Platform and enter into services provided under the Platform.

4.2 You are only allowed to access and/or use this Platform for personal use and non-commercial, which means this Platform can only be accessed and used directly by

individual or business that is looking for products or services for the individual or business itself. Access and usage of the Platform out from personal needs or non-commercial are prohibited and violating the Terms and Condition.

4.3 You are agreed not to use the Platform to or do the following actions on the Platform:

- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity.
- Hurt, abuse, disgrace, slander, defame, threaten, intimidate, or disturb other person or business, or any action that considered as invasive of privacy or publicity rights, hateful or what we may consider as obscene, insulting, hateful, indecent, inappropriate, unacceptable, discriminating, or destructing.
- Post or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, or any other form of solicitation.
- Post or otherwise make publicly available on the Site any personal or financial information of any third party.
- In a way that against the law, fraud or commercial.
- violate others' rights, including patent, branding, copyright, trade secrets, publicity, and other ownership rights.
- Make, check, update, change, or repair yours or others' database, recording, or directory, without our knowledge and/or approval.
- Change or reset any part of the Platform that can disrupt or load excessive weight in our communication and technical system.
- Use automatic computer code, process, program, robot, net crawler, spider, data processing, trawling or computer code, process, program or alternative 'screen scraping' system, or phishing program or application, including but not limited to harvest or collect email addresses, contact information, or any of the personal data of other users from the Platform.
- Send virus, worm, trojan, or content that could disrupt or endanger our Platform. You are not allowed to disperse, decompile, disassemble, or re-engineered any form or part from the software that compose or anything that ==== form this Platform.
- Unlawfully access, hack, hinder, disrupt, deactivate, overload, or deface, the Site or services, in any manner, which cause the Platform can not and do not operates normally as intended by the Kredit Pintar.

- Violate this Terms and Conditions, or other instructions within the Platform.

4.4 The products and services on the Platform are provided “as is”, “as available” basis and without any representation or warranty. To the fullest extent permissible under applicable laws, We disclaim all such warranties, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, freedom from errors, suitability of content, availability, payment or realization of transactions.

4.5 Any risk of misunderstanding, errors, damages, costs or losses incurred by the use of the Platform or in connection with transactions between you and Investor and/or Borrower (as applicable) is entirely at your own risk and has been fully stated in the Terms of Services and hence the Company is not obliged to take any responsibility for that matter. We are not responsible for any loss caused by a failure in accessing Platform and Platform usage method that is out of our control.

4.6 We are not responsible for and you shall indemnify Us from any direct and indirect loss or damage from your access and/or use of this Platform. This includes loss of expected savings, business opportunity, revenue or profit, or anything that occurs when you are using this Platform.

4.7 We are not liable for any loss or disadvantages due to your negligence in securing your Personal Information, electronic device used to access the Platform and internet connection from cybercrime such as but not limited to phishing, virus, trojan, malware, and bugs. You are strongly advised to exercise and implement additional security tools and to take precautionary actions when accessing public internet connection.

## **5. Intellectual Property Rights**

All design, trademarks, service marks, and logos in this Platform is owned by Kredit Pintar and subject to intellectual property rights under the laws of the Republic of Indonesia, foreign laws and international conventions. Every or all information and material and content, including but not limited to writing, software, text, data, graphs, picture, audio, video, logo, icon or HTML code, and other codes in this Platform shall not be published, modified, copied, duplicated, or changed in any way out of this Platform area without our consent.

## **6. MEMBERS REGULATION**

6.1 You are required to provide Us with true, accurate, complete and valid Personal Information. You guarantee that there is no misleading and/or irrelevant information being provided to us during the registration process and any other stage of use of the

Platform. You are required to notify us of any updates to any changes to Personal Information through our Customer Service.

6.2 We do not have the obligation to approve all registration submitted through the Platform. We reserve rights to not process registration that does not meet the requirements or does not provide with accurate and valid data. Additionally, we reserve the rights to revoke your registration from time to time, upon suspicion or indication of violation and/or violation of this Terms and Condition.

6.3 By sending your contact information, you strictly agree to be contacted by us including but not limited to phone, text message, and other communication methods that allow communication regarding your loan application.

6.4 You are solely responsible for maintaining the confidentiality of your username, password, account and any other login to the Platform or any other Personal Information. We commit in honoring the confidentiality of Your personal information and implementing reasonable data privacy procedure in accordance with the laws and regulations. Upon the occurrence of security breach and may impact the confidentiality your Personal Information kept by the Us, then (i) We will exert our best efforts to inform you, within the period of 14 days, as We made aware of such event; and (ii) We commits that we shall immediately conduct the necessary actions and mitigations to prevent such breach from occurring in the future.

## **7. REGISTERED USER STATEMENT**

7.1 Every information that is delivered by a registered user regarding loan application is right, accurate, and complete, and not misleading.

7.2 Registered user is not in default or declared in default by other third parties.

7.3 Registered user will use the loan corresponding to the utilization plan as stated in the loan application.

7.4 Registered user is fully responsible for all total loan.

7.5 Registered user will not do anything that can cause limitation or reduction of Kredit Pintar's rights that arise from this Terms and Condition.

## **8. TERMINATION AND ALL CAUSES**

We have rights to change, suspend, or terminate your access to the Platform, and/or part of the Platform, change, postpone, stop the Platform and/or part of the Platform including but not limited to Services or products in the Platform and/or usage of the

Platform, or its part, anytime or for any reason without the needs to give advanced notice to you or any responsibilities to you. If you have any objections in relation to this, you may contact our Customer Service, as stated above.

For the purpose of termination, you and the Company agree to waive the provisions of Article 1266 of the Indonesian Civil Code so that the termination of these Terms of Services will be effective without having to obtain any court or other institutions approval or judgment within the territory of the Republic of Indonesia.

## **9. NO GUARANTEE**

You hereby accept and agree that to the extent that the prevailing rules allow: (a) service and content in this Platform is available as it is; (b) we don't provide guarantee that (i) function and service that is provided by the Platform is free from disruption or mistake including but not limited to the security of this Platform; (ii) negligence will be corrected; or (iii) this Platform or the server is free from virus or malware components; (c) every and all products that are downloaded from the Platform is your own responsibility and risk, you have to be fully responsible for your device and system damage or any loss data that is caused by the download.

## **10. LINKS AND ADVERTISEMENT**

For your convenience, We may include hyperlinks to other sites or content on the internet which are owned or operated by third parties. The linked site or content is not under our control and We are not responsible for any errors, omissions, delays, defamation, libel, lies, pornography, obscene content, inaccuracies or other material contained in the content, or consequences of accessing any related website as well as accuracy of the information, content, products or services offered by, or the information practices employed by sites linked to or from the Platform. We advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information.

The Company may display banners, Java applets and/or other things required in the Site for advertising purposes or advertisement of the products and/or Services. You acknowledge and agree that you do not have the right to receive any payment, fees, reimbursement and/or commissions in connection with such advertisements and/or other promotional materials.

Please be advised that any link to other sites or content is not a form of endorsement or verification of such sites or content and you agree that your access to the use of linked sites or content is entirely at your own risk. We are not responsible for any risks of personal data and data security for the access of third-party sites linked to or from the Platform. In such case, We shall be held free from responsibility for any damage or loss

occurred upon the access of such links, including but not limited to any damage or loss related to a virus, spyware, malware, worm, trojan, fault, bugs, or any other damages.

## **11. LAW PREFERENCE AND LAW DOMICILE**

11.1 This Terms and Condition is made, interpreted, and governed under Indonesian Law.

11.2 All parties agree that in any dispute or disagreement arise from and/or related to the execution of the Terms and Condition, as long as it is possible, will be settled through discussion. Every dispute or disagreement has to be settled amicably or through mediation in financing industry.

11.3 All matters, claims, or disputes arising out of or in connection with these Terms of Service, shall be settled in these ways:

**a. for users who have not registered with the Company**, by not registering with the Company, do not use any services of the Company, and leave the Platform;

**B. for users who have registered with the Company**, every dispute or disagreement that cannot be done through discussion and/or mediation in financing industry will be settled in District Court of Central Jakarta, notwithstanding the rights of Kredit Pintar to submit claim or lawsuit to another court and with this you agree to waive your right to file for relative jurisdiction power exception.

## **12. MISCELLANEOUS**

12.1 We provide a Customer Service facility that answers enquire to use the services provided by the Platform.

12.2 In the event that any provision of these Terms of Conditions is deemed by any competent authority to be unenforceable or invalid, the relevant provision shall be modified to allow it to be enforced in line with the intention of the original text to the fullest extent permitted by applicable law. The validity and enforceability of the remaining provisions of these Terms of Conditions shall not be affected.

12.3 You agree that all documents or notices may be delivered to you electronically, through your e-mail address provided upon registration. Accordingly, you recognize and acknowledge that it is your sole responsibility to update Us with your current e-mail address and We shall not be liable for any claim of loss or damage for failure to receive notices.

12.4 You agree that all documents, approval, acknowledgement, authorization, in any form whatsoever under the provision of Service may be executed electronically, using electronic signatures, and you accept the validity and enforceability of which, unless it may be evidenced that the provided electronic signatures are based on unlawful action, such as counterfeit, fraud, or data theft.

12.5 Subject to applicable law, all disclaimers, indemnities, and exclusions in these Terms of Conditions shall survive termination of this agreement.

12.6 The use and/or access to the Site will be subject to any provision as set out in the Privacy Policy on the Site. By agreeing to this terms and conditions, we assume that you have read and agreed to the content of the Privacy Policy. The Privacy Policy and this terms and conditions are integral documents that need to be approved by the Users before they can continue browsing on the Site and the use of the Service.

## **Authorization**

By accepting these Terms of Service, you acknowledge and agree that the Company does not guarantee or give any undertakings of any benefit or obtaining Loan. You are solely responsible and fully bind to the agreements entered by you and the lenders and/or the buyers.

In accordance with the above, you hereby authorize and designate the Company, as your authorized representative and attorney-in-fact to, provide any notice or information to the lenders and buyers with regards to the services under the Site. Upon a valid authorization from the lenders and/or buyers, authorization of which does not need to be evidenced to you unless required under a legal proceeding, you will acknowledge the delivery of any notice, information, request, order, warning, demand, in any manner whatsoever, by the Company, its affiliates, or any of the Company's subcontractors as a valid delivery and valid notice, information, request, order, warning, demand with regards to the provision of services under the Site.

## **ACCEPTANCE**

I confirm having read and understood and agree to the foregoing Terms of Service. By accepting this Terms of Service, I signify my express consent in accordance with any Indonesian laws and regulations applicable to the services provided. I agree to hold the Company, its officers, directors, and stockholders, free and harmless from any and all liabilities, damages, actions, claims, and suits in connection with the implementation or processing of Personal Information in relation to my consent or authorization under this Terms of Service.

