

TERM OF SERVICE
BETWEEN
PT. MEDIA ANDALAN NUSA (IDCOLO)
WITH
CUSTOMER

SECTION I
GENERAL TERMS AND CONDITIONS

A. GENERAL DEFINITIONS & INFORMATION

(i) The following definitions are used to interpret Term Of Service:

- **"FIRST PARTY"** is PT Media Andalan Nusa, a Limited Company established under the laws of the Republic of Indonesia; Service Provider Hosting / Domain / VPS / IDCOLO Dedicated Servers;
- **"SECOND PARTY"** is a Customer in the form of an Individual or Legal Entity that uses the Hosting / Domain / VPS / IDCOLO Dedicated Server services from the FIRST PARTY;
- **"Affiliation"** means a FIRST PARTY, a partnership or other legal entity that controls, or is controlled by, or is controlled by an entity that controls a PARTY. "Control" in this context means direct or indirect ownership of 50 percent or more of shares or the right to vote in a FIRST PARTY, firm or legal entity.
- **"Assets"** means any and all hardware and supporting facilities used in the framework of the operation of services under the Agreement including software installed and / or designed and made by the **FIRST PARTY**.

- **"Days"** means a working day, unless otherwise stated as specific in this Term of Service.
 - **"Term"** means the validity period of the Agreement starting from the date of approval of the Term of service during the subscription period stated in Section III, "Subscription Form", where the subscription period is automatically renewed unless the FIRST PARTY submits a certificate to unsubscribe 30 Days before the termination is declared effective..
 - **"Force Majeure"** means an event or occurrence which is beyond the reasonable control and not caused by the negligent acts or omissions of the **PARTY** afflicted and which was not reasonably foreseeable thereby as of the execution date of this Agreement. Such event or occurrence includes but not limited to acts of God, acts of the public enemy, perils of navigation, hostilities, blockade, acts of governmental.
 - "Term Of Service" means the Minutes of Cooperation Agreement or agreement in the Hosting / Domain / VPS / Dedicated Server product in accordance with the Date that the Customer chooses between the PARTIES including every part / attachment such as General Terms and Conditions, Administrative Requirements, Subscription Forms, and (whole) Addendum (if any) later.
 - "Products & Services" means Hosting / Domain / VPS / IDCOLO Dedicated Servers as selected by the Customer and provided by the FIRST PARTY under Term of Service on the basis of service leases, referring to applicable service standards, and including any other products and services that can be introduced by the FIRST PARTY from time to time.
 - **"Arbitration Law"** means the Law of the Republic of Indonesia No. 30 of 1999 concerning Arbitration and Alternative Dispute Settlement.
- (ii) The ownership of all **Assets**, including any license/ copyright related to the software, shall remain with and be the property of **FIRST PARTY**.

B. DURATION

During the Term, the **SECOND PARTY** has the right to receive the services promised by them **FIRST PARTY** if and only if the **SECOND PARTY** has made lease payments according to the provisions of **Clause C below**.

If the **SECOND PARTY** wants to stop the service, the **SECOND PARTY** is obliged to submit a written request for termination of the service according to **Point A above**.

In the event that the **SECOND PARTY** does not provide the notification as stated above, the **Term Of Service** remains valid for the next 1 (one) month and the **SECOND PARTY** is still obliged to pay the subscription fee the following month.

C. FEES AND PAYMENT

The payment system for services provided by the **FIRST PARTY** according to Term of Service depends on the **SECOND PARTY's** decision.

Payment shall be made by way of transfer to the bank account stated by **FIRST PARTY** in each invoice received by **SECOND PARTY** or to any other bank as informed later by **FIRST PARTY**.

All payments for services rendered by **FIRST PARTY** shall be made in advance, prior to the due date stated in the respective invoice. Any late payment may be cause the service to be blocked by system.

For the payment of the succeeding month due to the failure of **SECOND PARTY** for notifying its intention to early terminate the **Term of Service** in accordance with Article B above will be made in pro-rate basis from the annual fee if the payment method chosen by **SECOND PARTY** is per year.

Bank fees incurred. in order to pay bills become the responsibility of the **SECOND PARTY** itself.

SECOND PARTY shall notify **FIRST PARTY** if a payment has been made by submitting the transfer slip copy to the address stated in Section II. All payments are deemed to have been made by the **SECOND PARTY** after receipt of payment in the **FIRST PARTY** account and Payment Proof.

D. RIGHTS AND OBLIGATIONS OF THE FIRST PARTY

The **FIRST PARTY** has the right to temporarily suspend the use of the **SECOND PARTY's Products & Services** if there is a violation of the provisions set out here or by the **FIRST PARTY**.

The **FIRST PARTY** is responsible for the maintenance and repair of **product and service** devices only. if there is network interference that is not caused by **Force Majeure**.

The **FIRST PARTY** is obliged to notify the **SECOND PARTY** about the maintenance conditions of the Internet network.

FIRST PARTY Is Not Obligated to notify the **SECOND PARTY's** subscription due date, the due date is in accordance with the payment date of the **SECOND PARTY** at the beginning of the subscription of **PRODUCTS & SERVICES**.

The **FIRST PARTY** has the right to take action to "deleting files" if there is no information from the **SECOND PARTY** on the **Products & Services** that have entered the Terminated period in maximum of 30 (thirty) calendar days.

E. SECOND PARTY'S RIGHTS AND OBLIGATIONS

The **SECOND PARTY** has the right to file a complaint to the **FIRST PARTY** if there is a disruption of service or interference with the Internet network.

The **SECOND PARTY** is obliged to pay the product & service subscription fees and pay off all bills no later than the due date written on the bill from the **FIRST PARTY**.

If the due date is a Public Holiday / National Holiday (In Indonesia Time Based), then the payment date will be forwarded 1 (one) day in advance.

If the **SECOND PARTY** does not pay on the due date, the **FIRST PARTY** will give a maximum of 7 (seven) working days to settle the payment obligation.

If the **SECOND PARTY** does not settle the payment after a given period of time, the **FIRST PARTY** will give a sanction in the form of a Suspension (3 days after the due date) or termination of the service (7 days after the due date) unilaterally according to the clause stated in **Item H**.

The **SECOND PARTY** shall indemnify and safeguard the **FIRST PARTY** from and against all claims, losses, liabilities, deficiencies, fines, losses, costs, fees (including without limitation, legal fees and payment on the basis of full compensation) which can suffered by the **FIRST PARTY** as a result of or as a consequence of a violation of each representative, guarantee, implementation and obligation of the **SECOND PARTY** under this **Term of Service** and / or claims from third parties resulting from, arising or relating to the implementation of the **Term of Service** by the **SECOND PARTY**.

F. INTELLECTUAL PROPERTY RIGHTS (IPR)

The **SECOND PARTY** will defend and release the **FIRST PARTY** from loss or loss arising from misuse of trade secrets, patents, copyrights or other property rights arising from, relating to or in connection with the use of **Products & Services**, or the presentation of material, by the **SECOND PARTY**, including from all third party claims regarding intellectual property rights violated. If the **SECOND PARTY** refuses or fails to defend the case, the **SECOND PARTY** will repay the **FIRST PARTY** in full the costs incurred by the **FIRST PARTY** in connection with the defense of the case, including a reasonable honorarium for the lawyer.

G. FORCE MAJEURE

If one **PARTY** is prevented from carrying out its obligations according to this Term of Service as a direct result of **Force Majeure**, then the obligations will not be implemented as long as the **Force Majeure** takes place. All losses and costs suffered by one **PARTY** as a result of **Force Majeure** are not borne by and / or charged to other **PARTY**.

One **PARTY** can declare the **Force Majeure** by notifying the other **party** at the latest within 7 calendar days of the **Force Majeure**. **THE PARTIES** will do everything reasonably possible to overcome the consequences of the **Force Majeure**. However, in any case, lack of funds cannot be seen as an event of **Force Majeure**.

The **FIRST PARTY** is not responsible and not burdened for damage / loss of data / content from the **SECOND PARTY** where data / content damage / loss is caused by **Force Majeure**.

H. SUSPENSION AND TERMINATION

FIRST PARTY may temporarily stop **SECOND PARTY's** server in the event the **SECOND PARTY** neglects the obligation to pay all of the invoices due after 3 (three) Days from the invoice's due date without any proper notification to **FIRST PARTY** regarding such delay.

Termination by **FIRST PARTY** can be done unilaterally by **FIRST PARTY** if:

- (i) The **SECOND PARTY's** server contains; adult contents/ pronography, violence, DOS Attack or trigger the DOS attack, cracking, hacking, warez, racialism and any other content that is illegal or against the laws of the Republic of Indonesia;
- (ii) **SECOND PARTY** still does not settle the obligation stated in first paragraph of this Article H within 3 (three) Days after the suspension occurs; and

(iii) **SECOND PARTY** violates any provision of this **Term of Service**.

The **SECOND PARTY** can terminate the **Product & Service** if the **SECOND PARTY** extend the Duration at the end of the subscription period stated in **Section III**, in this case **SECOND PARTY** is obligated to submit termination request letter to **FIRST PARTY** at minimum 1 (one) month before the expiration of the **Duration**.

If **SECOND PARTY** chooses to terminate the **Term Of Service** as per above, then **SECOND PARTY** shall pay all of the outstanding invoices in full including if the payment method chosen by **SECOND PARTY** is on annual basis. All of the invoiced amounts mentioned in this Article H shall refer to the applicable fees during subscription period and shall be paid in full at the time Of the **FIRST PARTY's** services termination.

THE PARTIES herewith agree to waive the stipulation of Clause 1266 of *Kitab Undang-Undang Hukum Perdata*, so that any termination of this Agreement as per this Article H shall be effective upon written notification received without have to wait for judge's decision. This Agreement provision shall remain valid until the completion of the whole rights and obligation of each **PARTY**.

I. RECONNECTION

Any reconnection of the facility and service due to **Term of Service** termination by **FIRST PARTY** according to the stipulation of item (ii) of second paragraph of **Article H** above can be conducted after the settlement of all outstanding payments by **SECOND PARTY** including the new setup fee for every such reconnection.

J. ASSIGNMENT

SECOND PARTY shall have no right to assign this Term of Service in whole or in part without the prior written consent of **FIRST PARTY** and any attempt to do so shall be

deemed null and void. **FIRST PARTY** shall have the right to assign this **Term of Service** to its **Affiliate** without the prior consent of **SECOND PARTY**

K. EXEMPTION AND WARRANTY

The **FIRST PARTY** will obtain and maintain at its own expense, all authorizations, licenses and licenses that may be required for the implementation of Products & Services and those required to be obtained and managed in the name of the **FIRST PARTY**.

The **SECOND PARTY** frees the **FIRST PARTY** for all claims and claims from any party due to, or in connection with, including but not limited to, any violation of law, use without permission, misuse of Products & Services conducted by the **SECOND PARTY** by using the facilities of the **FIRST PARTY**. The **FIRST PARTY** is not responsible for the losses of the **SECOND PARTY** or third parties arising in connection with the use of the **SECOND PARTY's Products & Services**.

Not in any case the **FIRST PARTY** is responsible for any indirect, incidental or loss as a consequence (such as loss due to loss of income or expected real profits or loss of data) from the **SECOND PARTY** due to the disconnection of the **FIRST PARTY** service.

The **SECOND PARTY** guarantees that the use of the Internet Protocol (IP) Address under this **Term of Service** is only used in the **FIRST PARTY** datacenter. The **SECOND PARTY** will indemnify and release the **FIRST PARTY** from all retention rights, claims, appraisals, fines and levies incurred, caused or promised by the **SECOND PARTY** or its subcontractors or Affiliates in connection with the use of the IP Address. The **SECOND PARTY** will indemnify and release the **FIRST PARTY** from and against all responsibilities, demands and costs of all such claims.

The **SECOND PARTY** agrees that the entire responsibility of the **FIRST PARTY** to the **SECOND PARTY**, and the only recovery effort for the **SECOND PARTY**, according to this Term of Service may not exceed the total amount of payment of fees and / or fees received by the **FIRST PARTY** from the **SECOND PARTY**.

L. DISPUTE SETTLEMENT

Any dispute, controversy or claim arising out of or in connection with this Term of Service, or the breach, termination or validity thereof including any disputes as to the construction, performance, and interpretation of this Term of Service, which cannot be settled amicably by **THE PARTIES** within 30 Days of receipt by **THE PARTIES** of a notice of such dispute, shall be settled by final and binding arbitration under the auspices of BANI (Badan Arbitrase Nasional Indonesia) in accordance with the Rules Of Arbitral Procedures Of The Indonesian National Board Of Arbitration (Peraturan Prosedur BANI) as then in force, and also as set forth below.

The place of arbitration shall be Jakarta, Indonesia, and the arbitration will be conducted exclusively in English language. The arbitration shall be heard and determined by three arbitrators whom shall be fluent in English language and be familiar with the law of contracts and shall be experienced in the IT industry.

The award rendered under any arbitration pursuant to this Article shall be final and binding upon **THE PARTIES** and judgment thereon may be entered in any court having jurisdiction for its enforcement. **THE PARTIES** hereby agree that, in accordance with Clause 60 of Arbitration Law, none of **THE PARTIES** shall have any right to appeal the arbitration award and **THE PARTIES** waive the applicability of any other provision of Indonesian law and regulation which would otherwise give the right to appeal the decision of the arbitral panel or to dispute the jurisdiction of the arbitral panel. Each of **THE PARTIES** also hereby irrevocably waives the applicability of Clauses 48 (1) and 73 paragraph (b) of the Arbitration Law so that the mandate of the arbitrators duly constituted in accordance with the terms of this Agreement shall remain in effect until a final arbitration award has been issued by the arbitrators. The arbitral panel shall render its award based on the explicit terms of this **Agreement** and strict rules of law. The arbitral panel shall not be entitled to render its award *ex aquo et bono* based on principles of justice and fairness, or otherwise to assume the powers of an *amiable compositeur*.

M. GOVERNING LAW

This **Agreement** is governed by and construed in all respects in accordance with the laws of the Republic of Indonesia.

All usage of the IP Address is governed by the law and the regulation in APNIC and APJII. **FIRST PARTY** has the right to withdraw the IP Address without any confirmation if there is evidence of such deviation in the usage of such IP Address.

SECOND PARTY shall not take any action in the name of or on behalf of **FIRST PARTY** that would violate any law of any applicable jurisdiction. **SECOND PARTY** shall conduct its operations in accordance with all applicable laws, rules, regulations and decrees of any governmental or regulatory body having jurisdiction over **THE PARTIES**,

N. MISCELLANEOUS

Any other matter which has not been stipulated in this **Agreement** will be regulated or stipulated later in the form of an Addendum and it will be stated under the website **Term of Service** (www.idcolo.com/terms/) with due observance to the internal provisions and regulations of **FIRST PARTY** and the prevailing laws in the Republic of Indonesia. **The Term of Service** listed on the website and in the "pdf" file is one entity and has the same legal power.

By clicking "Agree", the **SECOND PARTY** has read and approved the **TERM OF SERVICE service**.

SECTION II

ADMINISTRATIVE REQUIREMENTS

At the time of registration, **FIRST PARTY** authority to request all documents such as;

- a. Copy of Identity Card;
- b. Copy of tax registration;
- c. Copy of Articles of Association;
- d. Copy of business license/SIUP;
- e. Copy of **SECOND PARTY**'s registration/TDP; and
- f. **Contract** that has been signed by **THE PARTIES**.

Administrative requirements will be the basis for **FIRST PARTY** to continue the next process on the request of the **SECOND PARTY**.

The server activation will be proceeded after the **SECOND PARTY** has signed this subscription **Contract**.

NOTICE

All notices to **FIRST PARTY** shall be carbon copied to the address below :

**Cyber Building 7th Floor,
Jl. Kuningan Barat No.8, Jakarta 12710
+6221 527 6616, +628111023131, +628111023232
support@idcolo.com**

Any notice or other communication given under or in connection with the matters stated by the **Contract** shall be made in writing and signed on behalf of the **PARTY** serving such notification or communication.

Any notice or other communication referred above shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post or by electronic mail to the address and for the attention of the party set out above.

Any notice or communication referred to above is deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, forty-eight (48) hours from the date of posting; and
- (c) in the case of electronic mail, within six (6) hours of the time of transmission.

TAXATION

All taxes occur in relation to this **Contract** shall be borne by each **PARTY** according to the Indonesian Tax Regulations.

SECOND PARTY shall be solely responsible for, and shall bear and pay any and all taxes and other charges of any governmental jurisdiction, agency or subdivision which are assessed at any time, whether under laws and regulations in effect as of the execution date of this **Contract** or enacted subsequent thereto in relation to the usage of **Product & Service** by **SECOND PART**