

# **TERMS AND CONDITIONS**

Effective Date: 06 June 2023

These Terms and Conditions ("Agreement") establish the rights and obligations between Krakatau Sarana Abadi ("KSA", "we", "our") and any individual or entity ("User", "you") accessing our services. By utilizing our platform, you agree to abide by these terms in full.

### 1. Definitions

- **Platform:** Refers to the online system, including websites and applications, operated by KSA for facilitating transactions.
- **Services:** Encompasses all features, tools, and resources offered by KSA to enable the rental or purchase of goods.
- **Items:** Represents all equipment, tools, machinery, vehicles, and related accessories available on the platform.
- Rental: Any arrangement where a user temporarily acquires items for a fee.
- **Purchase:** Any transaction where a user buys items outright through the platform.

### 2. User Eligibility

Users must possess the legal capacity to form binding agreements under the laws of their jurisdiction. Access to the platform is strictly prohibited for individuals or entities barred by law.

### 3. User Responsibilities

- You must provide accurate, truthful, and up-to-date information during registration and throughout your use of the platform.
- You assume full responsibility for all interactions, transactions, and agreements with other users of the platform.
- Any unlawful or inappropriate activity, including but not limited to uploading harmful content or violating third-party rights, is strictly prohibited.

#### 4. Privacy and Data Usage

By using the platform, you authorize KSA to collect, process, and share your personal information in accordance with our Privacy Policy.

#### 5. Fees and Charges

- All transactions are subject to applicable fees as detailed in the service fee schedule.
- Payments are non-refundable unless explicitly stated otherwise in KSA's policies.



## 6. Limitations of Liability

- KSA is not responsible for any damages, losses, or disputes arising from the use of items or services provided through the platform.
- Any risks associated with the use of rented or purchased items rest solely with the user.

### 7. Intellectual Property

- All content, including text, graphics, and software, is owned exclusively by KSA. Unauthorized use, reproduction, or distribution is strictly forbidden.
- By submitting content on the platform, you grant KSA the right to utilize such content for the operation and improvement of the services.

### 8. Suspension or Termination

KSA reserves the right to suspend or terminate your access to the platform or services, with or without cause or prior notice, at its sole discretion.

### 9. Governing Law and Disputes

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Indonesia. Any disputes shall be resolved in accordance with applicable local regulations.