

# Terms and Conditions

Please read this or you won't understand the rules under which we will engage with you.

**Our terms are applicable and enter oblige the moment you agree and start using Patowave services.**

Welcome to Patowave services, congratulation to be the one among the person who read Terms and Conditions (Terms of Use) to which you must agree if you are going to use any of Patowave services. We wrote this piece of important document as our responsibility to explain to you our obligations as service provider and your obligations as a user or subscriber. It is very important to read all Terms of Use carefully. Thanks for joining us.

Our Terms of Use are very detailed, and they are here to protect you and us so that to prospering the long term happy relationships. If you are not agreeing with the terms, conditions, rules, policies, guidelines or practices of operating our service, your sole and exclusive remedy is to discontinue using our service.

By registering to use our services, you are regarded that you have read, understood and agree to our Terms and Conditions. Be warned that violation of our terms may result in the termination of your Account. You agree to use the Service at your own risk.

## A. Definitions

The following terms have these meaning throughout the Terms of Use.

**Agreement:** Means these Terms & Conditions;

**Subscription Fee:** Means the monthly or Yearly fee that you must pay according to the list of fees listed on the Patowave Website (Which Patowave may change from time to time with your knowledge)

**Subscriber:** Refers to any person who maintains an account with us and utilizes our Services.

**Service:** Refer to the online Accounting and Bookkeeping services and other small business-related services and Support offered through Patowave from time to time.

**Confidential Information:** Includes all information that is communicated between the parties to this Agreement, whether in writing, electronically, or

verbally, including this Service, but does not include information that has become or will be made public, except for those that have been disclosed and disclosed without rights or by other parties, unauthorized users or others.

**Data:** Means any data that you enter or enter under your authority to the Website.

**Intellectual Property Rights:** Means patents, trademarks, service or service marks, copyrights, design rights, know-how, or other intellectual or industrial property rights, whether registered or unregistered.

**Website:** Means the internet site in the domain [www.jurnal.id](http://www.jurnal.id), [my.jurnal.id](http://my.jurnal.id) or other internet sites managed by the Journal.

**Patowave:** Means the Site and all mobile applications and other applications which provide access to the Services offered by Patowave and its affiliates from time to time.

**Invited User:** Means any person or entity, other than the Customer, who uses the Service from time to time with the permission of the Customer;

**Customer:** Means a person, or on behalf of a person, organization or other entity, who registers to use the Service;

**You and user:** Refer to any person who visits the Site or uses Patowave and includes a subscriber, its employees and agents.

### **Other Information You Provide to Us**

While using the Services, we may also collect information from you about someone else. If you provide us with personal information about someone else, you are obligated to ensure that you are authorized to disclose that information to us, and that we, without further action, may collect, use, and disclose that information for the purposes described in this policy.

Patowave may require you to assist with any requests by the individual to access or update their information, and you agree to do so.

## **B. Condition of use**

Patowave gives you a limited, non transferable and non-exclusive permission (In accordance with conditions of this agreement) to access and use our services through mobile application or website and related resources in accordance with these Terms of Use. You agree not to infringe our intellectual property and the

intellectual property of any third parties with whom we have partnerships, and you will comply with the terms of any applicable license agreements.

If you create your business account on the website or mobile application you are responsible to protect access of your data or usability of your account, you are fully responsible for all activities that occur under the account and any other actions taken in connection with your business. You must immediately notify Patowave for any unauthorized uses of your account or any other breaches of security. Patowave will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

- a. You must be a human, Accounts registered by "bots" or other automated methods are not permitted by our Terms of Use.
- b. You must provide your legal full name, a valid email address, and any other information requested to complete the signup process.
- c. Your login may only be used by one person; a single login shared by multiple people is not permitted.
- d. You are responsible for maintaining the security of your account and password. Patowave Inc cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

### **C. Payments, Canceling and Renewal**

**Renewal:** Unless you cancel before the end of the applicable period, the subscription will automatically renew, and you authorize us to collect the then-applicable annual or monthly subscription fee using any credit card or other payment mechanisms we have on record for you.

**Canceling:** Subscriptions can be canceled at any time from the Website's Subscriptions page. In such a case, you won't get support and updates after you cancel your subscription.

**Refund Policy:** Unless indicated otherwise at the explicit discretion of Patowave, all sales are final and no refunds are provided for any products or services provided.

### **D. Online Access to Financial Institutions and other services through our website or application**

Patowave online cloud services (including Loan services, Payroll related services, Bank integration, and other online services related to the use of our site) are provided by financial institutions and other third-party service providers and not

by us. You agree to hold us harmless and release the Patowave Parties from any liability relating to your use of such online services. Your access to and conditions of use of such services may be limited in accordance with the terms of use published by such third party provider. You represent and warrant that you have the right to provide us with usernames, passwords, personal information and other access credentials which we may require to access any third party services or accounts in connection with the Services.

Patowave does not provide professional accounting services. If you use Patowave Hub services you agree that you do so at your own risk. Unless expressly stated to the contrary, Patowave does not pre-qualify or review Patowave Hub, we provide no representation or warranty as to the background, reputation, character, qualifications, skills, insurance, work product, services, advice, recommendations or quality of the forum. If you use Patowave Hub, you acknowledge that you are doing so at your own risk and hereby agree to release and hold Patowave harmless from any or Claims arising from your use of the Patowave Hub. Patowave does not support to provide you with any financial or accounting advice and you agree to release and hold Patowave harmless for and from any Claims (as defined below) arising from your use of a Patowave Hub to provide you with technical support in relation to Patowave.

## **E. User Agreement**

In the moment that user required to download or sign up to start using our services or any product related to Patowave, he or she shall be unable to use, download and access such software services unless he or she first agrees to the license agreement relating to such software. Use of any such software is governed by these Terms of Use and any such license agreement.

## **F. Copyright Infringement and Policy**

As Patowave asks others to respect its intellectual property rights, it respects the intellectual property rights of others too. If you believe that material located on or linked to by Patowave.com violates your copyright, you are encouraged to notify Patowave via the contact page. Patowave will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. Patowave will terminate a visitor's access to and use of the Website if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of Patowave or others.

## **G. Intellectual Property**

This category include all Patowave and its licensors and suppliers own both the proprietary rights as well as the intellectual property rights to all URLs, materials, products, web content, web page designs, web page layouts, images, text, tools, utilities and software that make up the Services, but excluding your data and information which you provide to us or input using Patowave and the Services. The technical procedures, processes, concepts and methods of operation that are inherent within Patowave constitute trade secrets. The usage of our Services does not constitute a sale or transfer of any intellectual property rights to the users. Without any prejudice to the foregoing, any information or data entered using Patowave by a user or otherwise provided for accessing Patowave on the user's behalf shall at all material times remain the property of the user.

Other trademarks, service marks, graphics and logos used in connection with the Website may be the trademarks of other third parties. Your use of the Website grants you no right or license to reproduce or otherwise use any Patowave or third-party trademarks.

## **H. User Restriction**

Patowave reserves all the right at its sole discretion, to modify or replace any part of this Agreement. It is your responsibility to periodically check this agreement for any change. Your continued use of or access to the Website following the posting of any changes to this Agreement constitutes acceptance of those changes.

By using Patowave services, the users agree not to publish, post, upload, distribute, provide, or enter any material or information that is illegal, unlawful or can be regarded as fraudulent, libelous, malicious, threatening, offensive, profane, obscene, fanning ethnic or racial tensions, immoral or any such information which any reasonable person would consider objectionable on grounds of good conscience.

No user has the right by any means to restrict or prevent another user from accessing or enjoying Patowave.

No user shall be permitted to upload material into Patowave that he or she ought to know infringes on the intellectual property of others, or upload material that places unnecessary load as to affect the performances of our websites, systems and equipment.

## **User must agree to:**

Not use Patowave and the Services in a manner which could block access to, impair, damage or otherwise disable Patowave or any of our servers.

Not attempt to gain unauthorized access to Patowave or to any other user's accounts, computer systems or networks through password mining, keystroke logging, hacking or any other means.

Not upload any files that contain viruses, Trojan horses, malware, spyware, worms, corrupted files or any other material or software that may damage the operation of another computer. Any and all materials uploaded are subject to applicable laws.

### **I. App Store**

By using our Patowave app from App store and our site, you are agreeing to our Terms of Services, you can opt out of these terms of service at any time by ceasing to use or by uninstalling the app.

### **J. Termination of Service**

Patowave reserve the right to terminate this agreement and you are use of Patowave at any time, any part of the Website, with or without cause, with or without notice, effective immediately, if you breach any of these terms or we suspect you of fraud or suspect that your Account has been compromised in any way. You may also terminate this agreement by discontinuing our service/product or following the "Delete your account" instructions found on your Account page.

All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon such termination, you must immediately cease using Patowave indefinitely. We may at our option immediately block your access to Patowave.

### **K. Disclaimer and Information Ownership**

You own all of your business's private data, content and all information which you enter and use in connection with the Services. We do not claim any rights, proprietary or otherwise over any data or information which you may use or disclose in connection with the Service and Patowave. Notwithstanding the above, there may be circumstances in which we may be required to disclose

data. Patowave tries keeping User's data safe but holds zero responsibility in case of data leaks, there may be circumstances in which we may be required to disclose data, such as the following:

- a) For the purposes of fraud prevention and law enforcement.
- b) To comply with any legal, governmental, or regulatory requirement.
- c) To our lawyers in connection with any legal proceedings.
- d) To comply with a court order.

If we are required to disclose your data or information, we will use our best efforts to provide you with reasonable notice in the circumstances and if appropriate the right to challenge any such request. Patowave Privacy Policy sets out in greater detail how we strive to protect your privacy and limit disclosure of your personal information.

## **L. Permissions**

**Camera:** To take the picture of the bills and scan barcode etc. to create sales or to be attached with transactions. We require camera information to provide you an easy experience and click photos.

**Contacts:** To autofill details during customer/supplier creation and to enable creation of transactions on your app based on your customer/supplier usage of Patowave. We will also enable you to import contacts from your mobile on to your desktop application using these permissions.

**Storage:** To store reports, PDF, excels generated by users and access users selected images to attach with bills. We require storage permissions so that your relevant documents can be securely downloaded and saved on your device. This ensure that you are provided with seamless experience while using the software.

**Location:** To customize the app according to your region. We collect location information from the device when you access/download and install the App and explicitly seek permissions from you to get the required information from the device. The information we collect from your device includes the hardware model, build model, RAM, storage; unique device identifiers like IMEI, serial number, SSAID; SIM information that includes network operator, roaming state, MNC and MCC codes, WIFI information that includes MAC address and mobile network information to uniquely identify the devices and ensure that no unauthorized device acts on your behalf to prevent frauds.

**SMS:** To assess user profile for other information including verification. We don't collect, read, or store your personal SMS from your inbox. We collect and monitor only verification SMS sent by 6-digit alphanumeric senders from your inbox.

## **M. Usage of Permissions**

This is how we will use your contact permissions:

**Sync:** Users is allowed to sync their contacts from mobile to desktop, the contacts permissions will be used to facilitate this.

**customer/supplier:** We will show customer/supplier that are already Patowave users, to show you your potential buyers and suppliers.

## **N. Third Party Links, APIs, and Content**

You may when using our Site and Services be directed to websites maintained by other third-party service providers, also Patowave Platform has a link to a registered third party that collects data on our behalf and data is stored on a secured server to perform a credit risk assessment. We ensure that our third-party service provider takes extensive security measures to protect your personal information against loss, misuse, or alteration of the data. Our third-party service provider employs separation of environments and segregation of duties and has strict role-based access control on a documented, authorized, need to-use basis.

Some of the functionality of the Services and Patowave interoperate with, and are highly dependent upon, application programming interfaces (APIs) from third parties, such as Google. If at any point such third-party services cease to make themselves or their APIs available to us on reasonable terms, we may cease to provide those third-party services without entitling you to a refund, credit, or other compensation. Your only recourse shall be to stop using Patowave and the Services. In addition, if you authorize us to do so, we may grant third parties' access to some or all (depending on the permission you give) of your private data, content, and information through our own API for use in connection with their services.

You acknowledge that such sites and services are completely independent of Patowave, and we have no control over them, we accept no liability in respect of your use, ability, or inability to use them or any of the content of such sites. In addition, we may at any time in our discretion and without notice to you, discontinue providing our API to such third-party services.



You acknowledge that any use of the products and services ordered by such third-party services providers (e.g., for the purposes of payment processing, direct deposit services, payroll tax return preparation, filing and government remittances) will be at your sole risk. You acknowledge that use of such third-party service providers and their websites and services is, except where prohibited or modified by applicable law, subject to the terms, conditions and policies of such providers. If you find a link to something in Patowave, or use a service that relies on an API, including advertising links, we can't be responsible for what other people or companies are saying or doing. Established by the third-party service providers.

### **O. Third Part Disclaimer.**

You expressly hold us harmless/non-responsible and hereby release us from any liability whatsoever whether arising out of contract, tort or otherwise for and from any Claims (defined below) arising out of your use of, or inability to use, the products and services of third-party service providers whether such use is ancillary to your use of Patowave. The availability of such third-party services in connection with Patowave does not constitute an endorsement, warranty, or representation as to the fitness, suitability, merchantability, title, non-infringement, quality, or accuracy of the third-party provider or its products or services.

### **P. Warranties Disclaimer.**

Patowave and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitations, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither Patowave nor its suppliers and licensors, makes any warranty that the site or services will be error free or that access there to will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, the Website at your own discretion and risk.

### **Q. Force Majeure.**

Neither party should be held liable/accountable for a delay or failure in performance of the agreement for services caused by reason of any occurrence of unforeseen event beyond its reasonable control, including but not limited to, acts of God, natural disasters, power failures, server failures, third party service provider failures or service interruptions, embargo, labor disputes, lockouts and strikes, riots, war, floods, insurrections, legislative changes, and governmental

actions. The party so affected by the unforeseen event shall be so excused on a day-to-day basis for the period equal to that of the underlying cause of delay.

## **R. Language**

You and Patowave are expressly acknowledge and agree that this agreement and all related agreements, schedules, materials, licenses, and policies be drafted in the English language and Swahili only.

## **End of Terms of Services**