

Terms of Service

(Last updated on 10th Jun 2020)

The terms of this agreement (the "Terms of Service") govern the relationship between you and CV. Solusi Maju Bersama and/or its affiliates ("CV. SMB", "HOREEKAA ", "we," or "us") regarding your use of HOREEKAA App ("B2B Market Platform App") and related services such as becoming our Partner or Customer for Selling or Buying products in our platform, including, without limitation, the back-office HOREEKAA app, and every other HOREEKAA App ("Application" or "Applications") and HOREEKAA-branded websites ("Websites") or collectively, the "Services".

Use of the Services is also governed by the privacy policy of HOREEKAA ("Privacy Policy") as well as HOREEKAA's community standards, which are incorporated herein by reference. We may collect and use your content and information in accordance with the Privacy Policy. By agreeing to the Terms of Service, you are also agreeing to our Privacy Policy and any and all related policies for your use of the Services (collectively, the "HOREEKAA Policy"). Please be aware that our privacy policy limits us from providing special treatment to children under the age of 13 or less, however, we can ensure not to expose inappropriate contents to underaged children since we are the sole content provider in the Application.

HOREEKAA reserves the right to amend, at our discretion, any portion of the HOREEKAA Policy or this Terms of Service at any time by posting or displaying the amended HOREEKAA Policy or Terms of Service within, or on any of the Applications. You will be deemed to have accepted such amendments by continuing to use the Services. Except as otherwise stated, any such amendments will be automatically effective 30 calendar days after they are initially posted or displayed.

1. Parties

1.1. THESE TERMS CREATE A LEGALLY BINDING AGREEMENT between you ("User" or "you") and HOREEKAA in relation to the Services.

1.2. Eligibility of User Natural persons as opposed to any kinds of legal entities shall have the right to create an account. By accessing, using and/or submitting content or messages to or through our Services, you represent and agree that you have the legal capacity to agree to accept the Terms of Service in the jurisdiction where you reside. If you are legally incompetent or are under the age of 13 or less, however, your use of our Services will not be limited and any activities or decisions made within our Application, such as purchasing products as our Customer or responding to supply order as our Partner, inputting necessary information as discussed in our Privacy Policy, and confirming to selling MOU between us and our customer will be considered as legal act.

2. About Accessing and Using Our Services

2.1. Limited License: Subject to your agreement and complete compliance with the Terms of Service, we grant you a non-exclusive, non-transferable, non-sublicensable, revocable limited license to access and use our Services for your own personal and non-commercial use. You agree not to use our Services for anything else.

2.2. Revocation of Limited License, Change of Services: We reserve the right to revoke the limited license granted to you herein in our sole and absolute discretion. We may also, in our sole and absolute discretion, limit or terminate your right to access or use our Services or part thereof, maintain or delete your account and any items associated therewith, including but not limited to any Virtual Money or Virtual Goods (as defined below), without any liability to you. YOU UNDERSTAND

AND AGREE THAT YOU WILL NOT BE COMPENSATED UNDER ANY CIRCUMSTANCES FOR ANY VIRTUAL MONEY, VIRTUAL GOODS, ANYTHING ELSE ASSOCIATED WITH YOUR ACCOUNT, OR FOR ANY OTHER REASON WHATSOEVER, REGARDLESS OF WHETHER YOU ARE BARRED FROM ACCESS TO THEM AS A RESULT OF REVOCATION OF THE LIMITED LICENSE OR CHANGE OF OUR SERVICES.

In addition, we reserve the right to change all or part of our Services without any liability to you, at any time without any prior notice to you. Without limiting the generality of our rights reserved in the foregoing, we may modify our Services: (a) for technical reasons (such as technical difficulties experienced by us or on the internet); (b) to allow us to improve user experience; (c) where we have legal reasons for doing so (including privacy or other legal objections to the content or conduct of our Services); (d) because it no longer makes business sense for us to provide the relevant Service; or (e) because we have altered the Services we provide.

2.3. System Outage: There may also be times when our Services or any part thereof are not available for technical or maintenance related reasons, whether on a scheduled or unscheduled basis. You agree that HOREEKAA has no responsibility and is not liable for unavailability of the Services or any part thereof, any loss of materials, data, transactions or any other information or materials caused by such system outages, or other losses whatsoever resulting from such system outage.

2.4. Third Party Charges: You are responsible for the internet connection and/or mobile charges that you may incur for ordering items or using the Services. You should ask your mobile operator if you are unsure what these charges will be, before using the Services. In addition, we are not responsible or liable to you for any credit card or bank-related charges and fees related to your transactions in relation to the use of the Services.

2.5. Equipment/ Internet: You are also responsible for obtaining and maintaining computer hardware, mobile phone device, communication device, equipment, operating system, data connection and services necessary for using the Service under your own responsibility and at your own expense.

3. Accounts

3.1. HOREEKAA Account: You may allow our Services to interact with a third party social network or platform, which will provide data about you to us. If you choose to connect to one of our Websites or Applications through a third-party social network such as Apple Account or Google, we may collect personal Information from your profile on such third-party social networks, such as your name, username, and photograph. You should ensure that you read their terms of service and privacy policies to understand how they treat your data and what data they might share with us.

3.3. Responsibility of Account User: YOU ARE SOLELY AND FULLY RESPONSIBLE FOR KEEPING YOUR LOGIN DETAILS CONFIDENTIAL AND ALL USES OF YOUR ACCOUNT, INCLUDING ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH THE USE OF YOUR LOGIN DETAILS, WHETHER NOT AUTHORIZED BY YOU. You may not use anyone else's account or permit others to use your account at any time. You acknowledge and agree to accept full responsibility for all decisions or acts made through your account (including any unauthorized purchases) and agree to fully compensate us for any loss or harm that may result. HOREEKAA will not be responsible to you for any losses resulting from an unauthorized access or use of your account, whether fraudulently or otherwise.

3.4. Termination of Inactive Account: WE RESERVE THE RIGHT TO TERMINATE YOUR ACCOUNT WITHOUT ANY NOTICE if your account has not been accessed for more than 730 days. In such event, you will no longer be able to access and/or use the Services using the terminated account.

3.5. Effect of Account Termination: You understand that if you delete your account, or if we terminate and/or delete your account in accordance with the Terms of Service, you may lose access to any data previously associated with your account (including, without limitation, purchase history, favourite products, access to specific features in our app).

4. User Conduct and Content

4.1. You must comply with the laws that apply to you in the location from which you access our Services. If any laws applicable to you restrict or prohibit you from using our Services, you must comply with those legal restrictions or, if applicable, stop accessing, using and/or playing our Services.

4.2. You represent that all the information you provide to us while accessing and/or using our Services is and shall remain true, accurate and complete at all times.

4.3. Information, data, software, sound, photographs, graphics, video, tags, or other materials may be sent, uploaded, communicated, transmitted or otherwise made available via our Services, including through third party platforms, by you or another user ("Content"). Such Content may be redistributed by us or others through the Services or through third party platforms. You understand and agree that all Content that you may post or transmit when using our Services, whether publicly posted or privately sent, is the sole responsibility of the person that sent the Content. For the avoidance of doubt, you, not us, are entirely responsible for all Content that you may upload, communicate, transmit or otherwise make available via our Services.

4.4. We, as the content provider of the application, agree not to upload, communicate, transmit or otherwise make available any Content (a) that is or could reasonably be viewed as unlawful, harmful, harassing, defamatory, libelous, obscene or otherwise objectionable; (b) that is or could reasonably be viewed as invasive of another's privacy; (c) that is likely to, or could reasonably be viewed as likely to incite violence or racial or ethnic hatred; (d) which you do not have a right to make available lawfully (such as inside information, information which belongs to someone else or confidential information); (e) which infringes any intellectual property rights or other proprietary rights of others; (f) which consists of any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of solicitation; or (g) which contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

4.5. You agree that you will not: (a) use our Services to harm anyone or to cause offence to or harass any person; (b) use another person or entity's email address in order to sign up to use our Services; (c) use our Services for fraudulent or abusive purposes (including, without limitation, by using our Services to impersonate any person or entity, or otherwise misrepresent your affiliation with a person, entity or our Services); (d) disguise, anonymize or hide your IP address or the source of any Content that you may upload; (e) use our Services for any commercial or business purpose or for the benefit of any third party or to send unsolicited communications; (f) remove or amend any proprietary notices or other ownership information from our Services; (g) interfere with or disrupt our Services or servers or networks that provide our Services; (h) attempt to decompile, reverse engineer, disassemble or hack any of our Services, or to defeat or overcome any of our encryption technologies or security measures or data transmitted, processed or stored by us; (i) harvest, scrape or collect any information about or regarding other people that use our Services, including, but not limited to any personal data or information (including by uploading anything that collects information including but not limited to 'pixel tags' cookies, graphics interchange formats ('gifs') or

similar items that are sometimes also referred to as 'spyware' or 'pcms' (passive collection mechanisms); (j) sell, transfer or try to sell or transfer an account with us or any part of an account including any Virtual Money; (k) disrupt the normal flow of a Service or otherwise act in a manner that is likely to negatively affect other players' ability to compete fairly when playing our Services, or engaging in real time exchanges; (l) disobey any requirements or regulations of networks connected to our Services; (m) use our Services in violation of any applicable law or regulation; (n) use our Services to cheat or design or assist in cheating (for example, by using automated means or third party software to play), or to otherwise circumvent technological measures designed to control access to, or elements of our Services, or to do anything else that a reasonable person is likely to believe is not within the spirit of fair play or these terms; or (o) use our Services in any other way not permitted by the Terms of Service.

4.6. We have the right to remove uploaded Content from our Services if we decide in our sole discretion that it results in or from a breach of any part of the Terms of Service, or that it may bring us or our Services into disrepute. However, you acknowledge that we do not actively monitor Content that is contributed by people that play our Services and we make no undertaking to do so.

5. Termination

5.1. We reserve the right to suspend or terminate your access to our Services (including by deleting your account) and revoke your limited license granted herein, with or without prior notice to you, at any time for any reason or for no reason. In such event, HOREEKAA is not required to provide refunds, benefits or other compensation to Users in connection with such discontinued elements of the Services.

5.2. Without limiting the generality of Section 5.1, if we believe that you are in material breach of the Terms of Service (including by repeated minor breaches), we may terminate and delete your account without warning. We may also terminate or suspend your account for any other reason that we in our sole discretion determine appropriate. For the purposes herein, any breach of Sections 4.4 or 4.5 shall be deemed to constitute material breaches of the Terms of Service subject to immediate termination of your account and access to our Services.

5.3. You agree to compensate us for all losses, harm, claims and expenses that may arise from any of your breaches of the Terms of Service.

6. SMS Notifications, Push Notifications & Local Notifications

We may send local or push notifications to your mobile device to make you aware of changes of invoice, MOU, and purchase order that we made, and other relevant messages regarding the operation of our Horeekaa app services.

7. Disclaimer and Release

7.1. Disclaimer of Warranties: THE SERVICES, INCLUDING WITHOUT LIMITATION ANY CONTENT, INFORMATION OR SERVICES OBTAINED OR AVAILABLE THROUGH THE WEBSITES OR ANY THIRD PARTY PLATFORM, ARE PROVIDED "AS IS" AND WITH NO REPRESENTATION OF WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES.

TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE, OUR AFFILIATES AND OUR SPONSORS ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SERVICES AND/OR ANY WEBSITES.

Although we attempt to ensure the integrity and accurateness of the Services, we make no guarantees whatsoever as to the correctness or accuracy of the Services, or that your use of the Services will be uninterrupted, error-free, or secure, or that errors or defects will be corrected, or that the Services, the server(s) on which the Services are hosted, are free of viruses or other harmful components. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action.

7.2. Statute of Limitation: Any claim or cause of action arising out of or related to use of the Services, including any Services or information available through third party platforms, or the Terms of Service must be filed within 1 year after such claim or cause of action arose regardless of any statutes or law to the contrary. In the event any such claim or cause of action is not filed within such 1 year period, such claim or cause of action are forever barred.

7.3. Limitation of Liability: YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES IS TO STOP USING THE SERVICES. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE THE TOTAL AMOUNT PAID BY YOU IN THE 100 DAY PERIOD ENDING ON THE DATE OF YOUR CLAIM.

8. Intellectual property

8.1. You acknowledge that all copyright, trademarks, and other intellectual property rights in and relating to our Services (other than Content which is contributed and owned by Users) is owned by or licensed to us.

8.2. All pages within the Applications and any material made available through Services are the property of HOREEKAA and/or its affiliates. The Websites and the Services are protected by federal and international copyright and trademark laws. You must not copy, distribute, make available to the public or create any derivative work from our Services or any part of our Services unless we have first agreed to this in writing. All rights not expressly granted by the Terms of Service are reserved by HOREEKAA.

8.3. In particular, and without limiting the application of paragraph 10.2, you must not make available any cheats or technological measures designed to control access to, or elements of, our Services, whether on a free of requirement to purchase basis or otherwise.

8.4. The trademarks, trade names, trade dress, logos, and service marks displayed in the Services or any third party platform, including but not limited to "www.horeekaa.com," are the registered and/or unregistered trademarks of HOREEKAA. All other trademarks, service marks and logs used in the Services are the trademarks, service marks or logos of their respective owners

8.5. Notice and Procedure for Making Claims of Copyright or Intellectual Property Infringement. If you believe in good faith that materials hosted by us infringe your intellectual property rights, then

please contact us by accessing the Customer Center in our Services and provide the following information:

- (a) a description of the intellectual property rights in reasonably sufficient details and an explanation as to how they have been infringed;
- (b) a description of the infringing material and where the infringing material is located;
- (c) your address, phone number and email address at which we can contact you;
- (d) a statement by you, made under penalty of perjury, that (i) you have a good-faith belief that the disputed use of material in which you own intellectual property rights is not authorized, and (ii) the information that you are providing is accurate, correct, and that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (e) a physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive right that has allegedly been infringed.

9. Privacy

9.1. We collect, process, use and share your personal information in accordance with our Privacy Policy, which is incorporated herein and constitutes part of the Terms of Service.

9.2. By using our Services, you give your consent to us collecting, processing, using and sharing your personal data in the manner set forth in our Privacy Policy. If you do not agree to our Privacy Policy you should not access and/or use our Services, including any Services available through third party platforms.

9.3. You acknowledge that the Websites and Services may not be private or secure, and we may not guarantee whatsoever. You are responsible for taking necessary and appropriate precautions and security measures best suited for your use of the Services.

10. Links

We may provide links to third party websites or services within our Services solely as a convenience to you. You understand that we do not control any contents, goods or services by such third party. We do not make any representations or warranties whatsoever about any other website that you may access through our Services, and we do not endorse the same. Access and use of the linked site or services is solely at your own risk and responsibility, and you acknowledge and agree that we are not responsible or liable to you, directly or indirectly, for any losses or harm caused by your use of the linked website or services, and any contents, information, advertisement, or other links therein.

Your correspondence or dealings with the linked website or service providers are solely between you and such third party, and HOREEKAA is neither responsible nor liable for any part of such dealings. Any charges you incur in relation to those third parties are your responsibility. You understand that when you provide data to such third parties, you are providing it in accordance with their privacy policy (if any), and our Privacy Policy does not apply with respect to such data provided to the third parties.

11. Advertisements

We, provide Users with advertisements about our Services and/or other products or services, including those of a third party, that you may be interested in. Please see our Privacy Policy for details.

12. Assignment

You may not transfer or assign any of the rights or licenses granted to you hereunder without our prior written consent therefore. However, we may transfer or assign all or a part of our rights or responsibilities under the Terms of Service to someone else without obtaining your consent and without any restriction.

13. Non-excluded liabilities

Notwithstanding Section 9, nothing in the Terms of Service limits our liability for fraud, willful injury or violation of law, or any other liability which may not by law be excluded.

14. Indemnity

You agree to indemnify, defend and hold harmless HOREEKAA, its officers, directors, affiliates, parents, subsidiaries, partners, employees, consultants, representatives, and agent from and against any and all liabilities, claims, losses, damages, expenses, and costs (including reasonable attorneys' fees and court costs) that may arise from any breach by you of the Terms of Service, your access to and use of the Services.

15. Entire Government

The Terms of Service set out the entire agreement between you and us relating to the subject matter herein, and they supersede and replace any and all earlier agreements and understandings between you and us. A person who is not a party to the Terms of Service has no right to rely upon or enforce any part of the Terms of Service.

16. Modification

You can see the Terms of Service at any time by using a link found in our Websites, Games or Applications, where you can also see a link to our Privacy Policy. We reserve the right to make changes to the Terms of Service, which can be updated by us from time to time without notice to you. You agree to check the Terms of Service from time to time and when you access or use our Services. You will be deemed to have accepted such changes by continuing to use the Services. Except as otherwise stated, such changes will be automatically effective 30 calendar days after they are initially updated. If you do not wish to be governed by any updated version of the Terms, your only remedy is to stop using our Services.

17. Severability

If any part of the Terms of Service is held to be unlawful, void or unenforceable under any applicable local laws or by an applicable court, that provision shall be severed, and the remainder of the Terms of Service shall remain valid and enforceable.

18. Waivers of Our Rights

Our failure or delay to exercise or enforce any of our rights under the Terms of Service does not waive our right to enforce such right. Any waiver of such rights shall only be effective if it is in writing and signed by us.

19. Governing Law

The Terms of Service are governed by and construed in accordance with the laws of the Republic of Indonesia without regard to its conflict of law provisions. You and HOREEKAA hereby agree that any

and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the Terms of the Service or the relationship between you and HOREEKAA, shall be brought exclusively to the Republic of Indonesia.

20. Dispute Resolution

If you have any claim arising out of the Terms of Service against us, we strongly encourage you to contact our customer support team to seek a resolution. If both parties fail to reach a settlement within 30 calendar days after the first contact occurs, either party may refer such a dispute to the Indonesian Commercial Arbitration Board in accordance with the Arbitration Rules of the Indonesian Commercial Arbitration Board. The arbitration is to be conducted before a single arbitrator whom the parties jointly select. If the parties are unable to agree upon the arbitrator, either party may request the Indonesian Arbitration Association to select the arbitrator.

21. Survival

The provisions of Sections 2.2, 2.3, 2.5, 3, 4, 5.3, 7, 9, 10, 16, 17, 18, 19, 20, and 21, 22, and all representations by you hereunder, will survive any termination of the Terms of Service.

22. Questions about the Terms of Service

If you have any questions about the Terms of Service or our Services, you may contact us via customer center provided within the Services.