

## Terms & Conditions

These Terms & Conditions ("*Terms*") govern your access to and use of the FreshNear application and related services provided by PT Segar Dekat Indonesia ("*FreshNear*", "*we*", "*us*", or "*our*"). By accessing, registering, or using the App, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must discontinue use immediately.

### 1. General Provisions

1. FreshNear operates an online grocery service supported by self-owned stores across Indonesia.
2. FreshNear may modify or update these Terms at any time. Changes take effect upon publication in the App or official channels.
3. Supplemental terms may apply for specific features (e.g., promotions, seasonal programs). In case of conflict, the supplemental terms prevail for those features.
4. Headings are for convenience only and do not affect interpretation.

### 2. Eligibility & Account Registration

1. Services are available to residents of the Republic of Indonesia. You must be 18+ or have consent from a parent/legal guardian.
2. You agree to provide accurate, current, and complete information during registration and to keep it updated.
3. You are responsible for maintaining the confidentiality of your login credentials and all activities occurring under your account.
4. FreshNear may suspend or terminate accounts for suspected fraud, misuse, unlawful activity, or violation of these Terms.

### 3. Scope of Services

1. FreshNear enables ordering of groceries and related products from FreshNear-owned stores (no third-party marketplaces).
2. We provide instant, same-day, and scheduled delivery subject to store coverage and operational capacity.
3. Service availability varies by location, inventory, hours of operation, and applicable regulations.
4. FreshNear may add, remove, or modify features without prior notice, provided no material deception is intended.

### 4. Pricing, Taxes & Government Subsidy

1. FreshNear participates in a Good Governance initiative whereby grocery base prices are targeted to be **10% below** average market prices.
2. Displayed prices may already reflect subsidy and applicable taxes. Final checkout price is authoritative.

3. Prices can differ across regions/stores due to local costs, logistics, or stock conditions, while maintaining the subsidy target where applicable.
4. Promotional pricing, coupons, or limited-time offers may apply in addition to the subsidy and are subject to terms and availability.

## 5. Orders, Acceptance & Substitutions

1. Your order constitutes an offer to purchase. FreshNear accepts when we confirm payment and begin processing.
2. All orders are subject to availability. We may offer suggested substitutions if an item is out of stock; you can accept or decline in-app.
3. Product images are illustrative. Actual size, weight, packaging, or appearance may vary slightly.
4. We may cancel or limit quantities for reasons including suspected fraud, pricing errors, or operational constraints.

## 6. Delivery Services

1. **Coverage:** Deliveries are available only within FreshNear service areas in Indonesia.
2. **Instant Delivery:** Available when the selected store is within  $\leq 2$  km of the delivery address; typical ETA 60–90 minutes, subject to traffic/weather.
3. **Same-Day Delivery:** Available when the selected store is within  $\leq 5$  km and orders meet cut-off times published in-app.
4. **Scheduled Delivery:** Choose a time slot; we aim to deliver within the window but exact times are not guaranteed.
5. **Free Delivery:** Eligible after your first completed transaction, with a minimum purchase of Rp100.000 (pre-discount). Terms may vary by campaign.
6. You must ensure accurate address details and recipient availability. Failed deliveries due to incorrect addresses or absence may incur re-delivery fees.

## 7. Payment

1. Accepted methods: e-wallets via payment gateway and bank transfer (virtual account). COD and credit cards are not supported at this time.
2. Orders are processed after successful payment authorization/settlement.
3. We do not store full payment credentials. Third-party payment providers' terms apply.
4. Chargebacks or payment disputes may result in account review and temporary restrictions.

## 8. Returns, Replacements & Refunds

1. If items arrive damaged, expired, incorrect, or of unacceptable quality, notify us within 24 hours via in-app support.
2. Provide order number, photos, and a brief description. Upon verification, we may offer replacement, partial refund, or full refund.

3. Refunds are issued to the original payment method within an estimated 7–14 business days (provider-dependent).
4. Perishables may be ineligible for return if reported beyond reasonable freshness windows or mishandled post-delivery.

## **9. Promotions, Coupons & Fair Use**

1. Promotions are time-limited, subject to availability, and may include product/category/location restrictions.
2. FreshNear may revoke benefits in cases of suspected abuse (e.g., duplicate accounts, referral fraud, automated redemption).
3. Unless stated, promotions cannot be combined and are non-transferable, non-exchangeable, and not redeemable for cash.

## **10. Product Quality & Freshness**

1. Fresh produce is sourced daily and targeted for delivery within 24 hours of harvest where operationally feasible.
2. Weight-based items may have minor variances; pricing adjustments (if any) follow the measured weight at fulfillment.
3. Storage and handling after delivery are the customer's responsibility.

## **11. User Conduct**

1. Do not engage in unlawful, fraudulent, harassing, or disruptive activities on the App.
2. Do not attempt to interfere with or gain unauthorized access to systems, data, or accounts.
3. Do not upload harmful code, spam, or content that infringes third-party rights.

## **12. Intellectual Property**

1. All trademarks, logos, service marks, text, graphics, and software in the App are owned by FreshNear or its licensors.
2. Reproduction, modification, or distribution without written permission is prohibited.

## **13. Privacy & Data Protection**

1. FreshNear collects and processes personal data to operate, fulfill orders, provide support, and improve services.
2. We follow applicable Indonesian data protection requirements. See our Privacy Policy for details on data categories, purposes, retention, and rights.
3. We do not sell personal data to unaffiliated third parties.

## **14. Service Availability & Limitation of Liability**

1. The App may be subject to maintenance, updates, or outages.
2. To the maximum extent permitted by law, FreshNear is not liable for indirect, incidental, special, punitive, or consequential damages.

3. FreshNear's aggregate liability related to any order is limited to the amount paid for that order.

**15. Force Majeure**

FreshNear is not responsible for delays or failures caused by events beyond our reasonable control, including natural disasters, epidemics, government actions, strikes, war, civil unrest, or disruptions in transportation or telecommunications.

**16. Governing Law & Dispute Resolution**

1. These Terms are governed by the laws of the Republic of Indonesia.
2. Disputes should first be resolved amicably through customer support.
3. If unresolved, disputes may be referred to arbitration in Indonesia in accordance with prevailing rules (e.g., BANI).

**17. Contact Information**

- Email: [support@freshnear.id](mailto:support@freshnear.id)
- Phone: 0800-123-4567
- In-App Chat: Available 24/7