

# USER AGREEMENT

**PLEASE READ THIS USER AGREEMENT CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A BINDING ARBITRATION AGREEMENT.**

This User Agreement (this “**Agreement**”) is a contract between you (“**you**” or “**User**”) and PT Pinion Teknologi Indonesia (“**Pinion**,” “**we**,” or “**us**”). You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our website located at [www.bepinion.com](http://www.bepinion.com) or any part of the rest of the Site or the Site Services.

This Agreement includes and hereby incorporates by reference the following important agreements, as they may be in effect and modified from time to time. This Agreement also incorporates for any User using the Pinion Work Agreement. These agreements are collectively, with this Agreement, called the “User Agreement”.

Subject to the conditions set forth herein, Pinion may, in its sole discretion, amend this User Agreement and any of the other agreements that comprise the User Agreement at any time by posting a revised version on the Site. Pinion will provide reasonable advance notice of any amendment that includes a Substantial Change (defined below), by posting the updated User Agreement on the Site, providing notice on the Site, and/or sending you notice by email. Any revisions to the User Agreement will take effect on the noted effective date (each, as applicable, the “**Effective Date**”).

**YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE SITE TERMS OF USE.**

**IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY TO THE TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO YOU AND THAT ENTITY.**

# TERMS OF SERVICE

## 1. ACCESS TO AND USE OF THE SERVICES

### 1.1. RIGHT TO USE

Subject to compliance by end users, as applicable, with these Terms, Pinion hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the Services in accordance with these Terms and subject to the limitations and restrictions contained herein. Pinion reserves any and all rights not expressly granted to you pursuant to these Terms. The limited rights granted to you to access and use the Services do not constitute the sale of or license to any software program or other intellectual property. Pinion may change or modify the Services in its sole discretion, including adding or removing features or functions, from time to time.

### 1.2. REGISTRATION AND ACCEPTANCE

By registering for an account to use the Site or Site Services (an “**Account**”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the User Agreement when prompted on the Site, you agree to abide by this Agreement.

To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the Site Terms of Use, certain portions of the Site are available to Site Visitors, including those portions before your Account registration is accepted. Pinion reserves the right to decline a registration to join Pinion for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

If you create an Account as an employee on behalf of a company, you represent and warrant that you are authorized to enter into binding contracts, including the User Agreement, on behalf of yourself and the company. Your privacy is important to Pinion and your information will be handled in accordance with our Privacy Policy and applicable law.

### 1.3. ACCOUNT ELIGIBILITY

To register for an Account or use the Site and Site Services, you must, and hereby represent that you: (a) are an individual or authorised representative to act for and bind an independent business (whether it be as a self-employed individual/sole proprietor or as a corporation, limited liability company, or other entity); (b) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting and (c) are either a legal entity or an individual who is 18 years or older in each case who can form legally binding contracts.

By creating an Account, you represent and warrant that you are not prohibited or limited in any way from acting as an SERVICE PROVIDER or SERVICE USER with whom you enter into a Work Agreement (as defined below) or with respect to a Project (as defined below) for which you are engaged through the Services by (a) any contract (e.g., employment, consulting, confidentiality or non-disclosure agreements), (b) your current employer’s policies or codes of conduct if you are employed, (c) any similar policies or obligations that limit your conduct in any way, or (d) any rule of conduct applicable to your profession or industry or any similar laws, rules or

regulations. Further, to the extent your ability as SERVICE PROVIDER is limited in any way, you represent and warrant that you have obtained all necessary consents or waivers (e.g., the consent of your employer, any company or organisation for which you have consulted, or any affiliated academic or government organisation) to offer your services.

#### **1.4. ACCOUNT PROFILE**

To register for an Account to join the Site, you must complete a User profile (“**Profile**”), which you consent to be shown to other Users. You agree to provide true, accurate, and complete information on your Profile and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services your business provides and to correct any such information that is or becomes false or misleading.

#### **1.5. ACCOUNT TYPE**

As described in this Section, there are a number of different Account types. We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

##### **1.5.1. SERVICE USER ACCOUNT**

You can register for an Account to use the Site and Site Services as a Client (a “**SERVICE USER ACCOUNT**”).

##### **1.5.2. SERVICE PROVIDER ACCOUNT**

You can register for an Account to use the Site and Site Services as a Consultant (a “**SERVICE PROVIDER ACCOUNT**”).

#### **1.6. ACCOUNT PERMISSIONS**

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorised employee may create an Account on behalf of your business. By granting other Users permissions under your Account, you represent and warrant that: (a) the User is authorised to act on your behalf; and (b) you are fully responsible and liable for the User’s acts and omissions, including for obligations and liabilities relating to making payments and entering into Work Agreement and the Terms of Service. If any such User violates the Terms of Service, it may affect your ability to use the Site and Site Services. Upon closure of an Account, Pinion may close any or all related Accounts.

#### **1.7. IDENTITY AND LOCATION VERIFICATION**

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on Pinion. You authorise Pinion, directly or through third parties, to make

any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself and your business, which includes, but is not limited to, providing official government or legal documents.

## **1.8. USERNAMES AND PASSWORDS**

Each person who uses the Site must register for their own Account. When you register for an Account, you will be asked to choose a password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your password. You agree not to share your password with any person, and, if you are a legal entity who is not a natural person, to only share your email ID and password with a person who is authorised to use your Account. You authorise Pinion to assume that any person using the Site with your email ID and password, either is you or is authorised to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorised use of your Account or any unauthorised access to the password for any Account. You further agree not to use the Account or log in with the email ID and password of another User of the Site if (a) you are not authorised to use both or (b) the use would violate the Terms of Service.

## **1.9. RESTRICTIONS**

You agree that: (a) you will not use the Services if you are not fully able and legally competent to agree to these Terms; (b) you will only use the Services in full compliance with all applicable laws and these Terms; and (c) you will not use the Services for fraudulent purposes or to engage in any offensive, indecent or objectionable conduct. Further, except as specifically permitted herein or approved in advance in writing by Pinion, you agree that you will not, directly or indirectly: (i) distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit the Services in any unauthorised manner; (ii) copy, reproduce, adapt, create derivative works of, translate, localise, port or otherwise modify the Services or any part thereof in any form or manner or by any means; (iii) harvest or scrape any content or data from the Services; (iv) remove or alter any copyright or other proprietary rights notice or restrictive rights legend contained or included in the Services; (v) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer any part of the Services (except as and only to the extent any foregoing restriction is prohibited by applicable law); (vi) utilise the Services to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or (vii) utilise the Services to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts agents or programs; (viii) circumvent any functionality that controls access to or otherwise protects the Services. Any attempt to do any of the foregoing is a material breach of these Terms and a violation of the rights of Pinion and its licensors.

## 2. CONTENT

The Site is a Marketplace where Clients (“**SERVICE USER**”) and Consultants (“**SERVICE PROVIDER**”) can identify each other and advertise, buy, and sell Consultancy Services online. Subject to the Terms of Service, Pinion provides the Site Services to Users, including hosting and maintaining the Site and facilitating the formation of Service Contracts

If a SERVICE USER and SERVICE PROVIDER decide to enter into a Work Agreement, Pinion also provides services named ‘Project Environment’ as a collaboration platform in which users could communicate, submit and review deliverables, track their project’s progress, and consolidate feedback—all in one place.

### 2.1. MARKETPLACE

The marketplace provides a venue for an individual independent SERVICE PROVIDER to meet and offer your professional or consulting services (“**Consultancy Service**”) to SERVICE USER who are in the market for such Expert Services for project-based work (“**Project**”). For purposes of this User Agreement, “Consultancy Service” means consulting services performed by SERVICE PROVIDER selected by SERVICE USER pursuant to a Work Agreement (defined below), and “Project” means an engagement by SERVICE PROVIDER for Consultancy Service to be performed by SERVICE PROVIDER selected by you via the Services.

The Site Services also provides functionalities for SERVICE USER to search, identify, compare and select independent SERVICE PROVIDER offering Consultancy Services. Via the Site Services, SERVICE USER may post a project brief and invite SERVICE PROVIDER to submit a proposal and bid. SERVICE PROVIDER, in turn, able to search and bid for projects.

SERVICE USER has access to create projects and is obligated to provide necessary information about the project. SERVICE USER has options to set visibility of information such as your name and estimated contract value to protect your interest. In turn, SERVICE PROVIDER has access to view the list of open projects and submit your bid for any desired project. Subsequently, SERVICE USER would be able to assess applications, compare and award the project via the Site Service. Once the applicant is awarded with the project, the service admin would proceed with getting the Work Agreement to be agreed and signed by both parties.

### 2.2. PROJECT ENVIRONMENT

Project Environment will be accessible to SERVICE USER and SERVICE PROVIDER once the Work Agreement has been signed by both parties and payment by SERVICE USER have been verified. Access to Project Environment would be made available at least 7 days prior to the meeting date.

#### 2.2.1. PROJECT STATUS

Once Project Environment is created, the status of the project will be recorded as ongoing. Project will be deemed as closed only if deliverables have been approved by SERVICE USER and payment to SERVICE PROVIDER have been made and verified by SERVICE USER

### 2.2.2. PROJECT MEETING

Agreed project meeting date and time will be reflected in the meeting box. In the event either of SERVICE USER or SERVICE PROVIDER would like to reschedule the meeting, a new proposed date needs to be initiated on the system. The other party needs to accept the proposal to confirm the new agreed meeting date.

Users need to notify admin if one of the parties does not show up after a 10 minutes grace period. Failure to attend meetings three times would be considered as non-compliance to project terms and conditions.

For quality check purposes, Pinion might need to record your meeting sessions. The recordings would not be considered as Product and would not be shared with Users unless a dispute arises.

### 2.2.3. PROJECT FILE SHARING

Users could upload any reference documents, images, attachments to Project Environment limited to a maximum number of 9 files or a total of 100MB.

### 2.2.4. PROJECT DISCUSSION

Users could post a discussion and replies on Project Environment prior and after the meeting to obtain clarification and more information for the project. Daily summary notification would be emailed to users for any new posts or replies.

### 2.2.5. PRODUCT

For purposes of the User Agreement, "Product" means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, SERVICE PROVIDER in connection with the Work Agreement.

Deliverable status description as follow:

**a) Draft**

Deliverable in a work-in-progress state prepared by SERVICE PROVIDER based on meeting session, references given and any other insight and knowledge contributed.

**b) For review**

Deliverable submitted by SERVICE PROVIDER to be reviewed by SERVICE USER. SERVICE USER able to provide feedback in the reply box and determine whether the deliverable is approved or required revision.

**c) To revise**

When SERVICE USER deemed that deliverable submitted is not satisfactory and requires SERVICE PROVIDER to rectify based on feedback provided.

**d) Approved**

SERVICE USER is satisfied with deliverables, giving approval and allowing Pinion to release Consultancy Fees.

Reminders will be sent to SERVICE USER if the product has not been reviewed in 48 hours after submission. Reminders will be sent to SERVICE PROVIDER if product has not been revised in 48 hours after SERVICE USER requested for revision.

### **2.3. YOUR CONTENT**

“Content” means any data, content or other materials, as applicable, uploaded, posted, published, submitted, sent, stored or displayed within the Services, including any communication, references and Products related to Consultancy Services provided to SERVICE USER. You are solely responsible for all of your Content, and you agree not to upload any Content prohibited by applicable law or the restrictions in this Section. You hereby grant Pinion a worldwide, non-exclusive, royalty-free, fully-paid licence to access, use, reproduce, modify, transmit, display, index, aggregate, process and store the Content as necessary for purposes of the provision and operation of the Services and Account management.

Pinion does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and does not guarantee that User Content is accurate. You are solely responsible for your User Content, including the accuracy of any User Content, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content. Pinion is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable.

You represent and warrant that: (a) you own or have a valid license to all Content; (b) you have all necessary consents, authorizations and/or legal permissions required to permit the processing of Content under these Terms; and (c) none of your Content: (i) infringes any intellectual property, proprietary, contractual or privacy rights of any party; (ii) constitutes material, non-public information, the disclosure of which would be in violation of any securities laws; (iii) contains software viruses or any other computer code, files or programs that interrupts, destroys or limits the functionality of any computer software or hardware or telecommunications equipment; (iv) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, “contests”, “sweepstakes”, or any other form of solicitation; (v) is unlawful, harmful, threatening, abusive, harassing, tortious, violent, defamatory, vulgar, obscene, pornographic, libelous, or otherwise objectionable; or (vi) in the sole judgment of Pinion, is objectionable or which restricts or inhibits any other person from using or enjoying the Services, or which may expose Pinion or its users to any harm or liability of any kind. Pinion has the right, but not the obligation, to monitor your use of the Services and your Content to determine your compliance with these Terms.

### **2.4. PINION OBLIGATION FOR YOUR CONTENT**

Pinion will maintain reasonable physical and technical safeguards to prevent unauthorised disclosure of or access to your Content, in accordance with industry standards. Pinion will not access, view, or process your Content except (a) as provided in this Agreement; (b) as authorised or instructed by you; (c) as required to perform its obligations under this Agreement; or (d) as required by applicable law. Pinion reserves the right to delete your Content associated with a Project within thirty (30) days after the end of such Project. Pinion has no other obligations with respect to your Content.

Notwithstanding the foregoing, you acknowledge and agree that Pinion may preserve and/or disclose your Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce these Terms; (iii) respond to claims that any of your Content violates the rights of third parties; or (iv) protect the rights, property, or

personal safety of Pinion, its affiliates, officers, employees, representatives and agents, as well as Services users or the general public.

## **2.5. AGGREGATED DATA**

Pinion monitor and collect data and information related to your use of the Services, and you acknowledge and agree that Pinion owns the aggregated and statistical data generated from the provision, operation or use of the Services (“Aggregated Data”), provided that Pinion’s use of the Aggregated Data shall not directly or indirectly reveal your identity.

## **3. CONTRACTUAL RELATIONSHIP BETWEEN USERS**

### **3.1. RELATIONSHIP WITH PINION**

Pinion makes the Site and Site Services available to enable SERVICE USER AND SERVICE PROVIDER to find and transact directly with each other. You acknowledge and agree that the relationship established under these Terms between you and Pinion is that of a subscriber and a software-as-a-service provider, respectively, and that: (a) these Terms will not be construed as creating a joint venture, partnership, franchise, agency or employment relationship between Pinion and you; (b) the Parties will have no power or authority to assume or create any obligation or responsibility on behalf of each other; SERVICE USERS are solely responsible for: (i) compensating SERVICE PROVIDER who provide any Consultancy Services through Pinion, including, without limitation, wages and employee benefits; (ii) reporting to all applicable government agencies all amounts paid to SERVICE PROVIDER; (iii) reporting and pay applicable withholding and other applicable taxes based on tax regulations.

Pinion does not introduce SERVICE PROVIDER to SERVICE USER, select Projects for SERVICE PROVIDER, or select SERVICE PROVIDER for SERVICE USER. Through the Site and Site Services, SERVICE PROVIDER may be notified of SERVICE USER that may be seeking the services they offer, and SERVICE USER may be notified of SERVICE PROVIDER that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Project on their own. If Users decide to enter into a Work Agreement, the Work Agreement is directly between the Users and Pinion is not a party to that Work Agreement.

You acknowledge, agree, and understand that Pinion is not a party to the relationship or any dealings between SERVICE USER AND SERVICE PROVIDER. Without limitation, Users are solely responsible for: (a) ensuring the accuracy and legality of any User Content; (b) determining the suitability of SERVICE PROVIDER for a Work Agreement (such as any vetting, background checks, or similar actions); (c) negotiating, agreeing to, and executing any terms or conditions of Work Agreement; (d) performing Consultancy Services; and/or (e) paying for Consultancy Services. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Work Agreement and for verifying any information about Project and Users. Pinion does not make any representations about or guarantee the truth or accuracy of any SERVICE PROVIDER or SERVICE USER listings or other User Content on the Site. You acknowledge, agree, and understand that Pinion does not, in any way, supervise, direct, control, or evaluate SERVICE PROVIDER or their Product and is not responsible for any Project, Work Agreement or Product. Pinions makes no representations about and does not guarantee, and you agree not to hold Pinion responsible for, the quality, safety, or legality of Consultancy Services; the qualifications, background, or identities of Users; the ability of SERVICE PROVIDER to deliver Consultancy Services; the



ability of SERVICE PROVIDER to pay for Consultancy Services; User Content and statements or posts made by Users; or the ability or willingness of Users to actually complete a transaction.

You also acknowledge, agree, and understand that SERVICE PROVIDER is solely responsible for determining, and have the sole right to determine, which Projects to accept; the type of services they provide; and the price they charge for their services or how that pricing is determined or set.

You further acknowledge, agree, and understand that: (i) SERVICE PROVIDER will be paid at such times and amounts as agreed with SERVICE USER in a given Work Agreement, and Pinion does not, in any way, provide or guarantee SERVICE PROVIDER a regular salary or any minimum, regular payment; (ii) Pinion does not provide SERVICE PROVIDER with training or any equipment, labor, tools, or materials related to any Work Agreement; (iii) Pinion does not provide the physical premises at which SERVICE PROVIDER will perform the work; (iv) Pinion does not provide shipping services for any physical Product.

Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any services through any other channels they choose and provide. Users are free at all times to engage in such other business activities and services and are encouraged to do so.

### **3.2. WORK AGREEMENT**

If Users decide to enter into a Work Agreement, the Work Agreement is a contractual relationship directly between the SERVICE USER AND SERVICE PROVIDER. Both parties have complete discretion with regard to whether to enter into a Work Agreement with each other and with regard to the terms of any Work Agreement. You acknowledge, agree, and understand that Pinion is not a party to any Work Agreement, that the formation of a Work Agreement between Users will not, under any circumstance, create an employment, partnership, joint venture or other service relationship between Pinion and Users.

With respect to any Work Agreement, SERVICE USER AND SERVICE PROVIDER may enter into any written agreements that they deem appropriate (e.g confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand Pinion's rights and obligations under the Terms of Service, including this Agreement. "Work Agreement" means the contract executed between a SERVICE USER AND SERVICE PROVIDER governing a Project. Each Work Agreement shall be substantially in the form of this suggested Work Agreement. Alternatively, SERVICE USER AND SERVICE PROVIDER may provide their own Work Agreement template, provided that each Work Agreement must contain Pinion terms and conditions substantially similar to, and at least as protective of Pinion as, those included in the suggested Work Agreement. If Pinion determines that you have not complied with this requirement, you agree to amend the Work Agreement to comply with this requirement.

The Suggested Work Agreement is provided as a sample only and may not be appropriate for all jurisdictions or all contracts. Users are responsible for complying with any local requirements, including applicable laws, rules, and regulations. Pinion does not assume any responsibility for any consequence of using the Suggested Work Agreement. The Suggested Project Agreement is not intended to and does not (a) constitute legal advice, (b) create an attorney-client relationship, or (c) constitute advertising or a solicitation of any type. Each situation is highly fact-specific and requirements vary by situation and jurisdiction and therefore any party should seek legal advice from a licensed attorney in the relevant

jurisdictions. Pinion expressly disclaims any and all liability with respect to actions or omissions based on the Suggested Work Agreement.

Users are responsible for the negotiation of the terms and conditions of a Work Agreement. You acknowledge, agree and understand that Pinion is not a party to any Work Agreement and that Pinion's role is that of a third-party beneficiary with respect to Pinion's payment rights and obligations in the Work Agreement. Once SERVICE USER have executed a Work Agreement and any amendment thereto with a SERVICE PROVIDER, User must provide Pinion with a copy so that Pinion can verify compliance with the requirements herein and receive and make payments in accordance with these Terms and such Work Agreement.

### **3.3. PROFESSIONAL LIABILITY INSURANCE**

You agree that:

- (a) This is not a contract of insurance or a contract to procure insurance on your behalf.
- (b) Pinion is not an insurer or insurance producer and is not licensed as such. Pinion does not sell, solicit or negotiate insurance for any class or classes of insurance, is not authorized to do so on your behalf, and has not done so on your behalf. Pinion does not exchange contracts of insurance by any means, for money or its equivalent, on behalf of an insurance company, has not done so on your behalf, and is not authorized to do so on your behalf. Pinion does not attempt to sell insurance or ask or urge anyone to apply for a particular kind of insurance from a particular company, has not done so on your behalf, and is not authorized to do so on your behalf. Pinion does not confer directly with or offer advice directly to purchasers or prospective purchasers of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of an insurance contract, does not sell insurance or obtain insurance from insurers for purchasers, has never done so on your behalf and is not authorized to do so on your behalf.

### **3.4. DISPUTES AMONG USERS**

For disputes arising between Users, you agree to abide by the dispute process that is explained in your Work Agreement. If the dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that Pinion will not and is not obligated to provide any dispute assistance beyond what is provided in the dispute resolution section X.

### **3.5. CONFIDENTIAL INFORMATION**

To the extent a User provides Confidential Information to another Users, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care. On a User's written request, the party that received Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

## **4. PINION FEES**

### **4.1. FEES FOR SERVICE PROVIDER**

SERVICE PROVIDER will pay Pinion a service fee for the use of the Site Services, including the communication, invoicing, reporting and dispute resolution. The Consultancy Fee (to use the Site Services) are paid solely by SERVICE PROVIDER. When funds related to a Project are released to a SERVICE PROVIDER as stated in the Work Agreement, Pinion will credit the SERVICE PROVIDER Account for the full amount paid by the SERVICE PROVIDER subtracted by the Service Fee.

### **4.2. VAT AND OTHER TAXES**

Pinion may be required by applicable law to collect taxes or levies including, without limitation, withholding income tax or VAT (while some countries may refer to VAT using other terms, e.g. GST, we'll just refer to VAT, GST and any local sales taxes collectively as "VAT") in the jurisdiction of the SERVICE PROVIDER (the "Taxes"). In such instances, any amounts Pinion is required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to Pinion under the Terms of Service.

## **5. PAYMENT TERMS**

### **5.1. SERVICE USER PAYMENTS ON WORK AGREEMENT**

SERVICE USER becomes obligated to pay applicable amounts to Pinion immediately upon issue of invoice by Pinion. Project environment will be made available once payment has been verified. When SERVICE USER confirmed the approval of project deliverables means SERVICE USER automatically and irrevocably authorizes and instructs Pinion to release Consultancy Fees to SERVICE PROVIDER.

### **5.2. DISBURSEMENTS TO SERVICE PROVIDER**

Consultancy Fees become available to SERVICE PROVIDER following the expiration of the two-day security period after the funds are released. The security period begins after SERVICE USER accepts and approves Product submitted by SERVICE PROVIDER.

Notwithstanding any other provision of the Terms of Service, in its sole discretion and except as prohibited by applicable law, may refuse to process, may hold the disbursement of the Consultancy Fees or any other amounts and offset amounts owed to us, as we deem appropriate in our sole discretion if: (a) we require additional information, such as user's tax information, government-issued identification or other proof of identity, address, or date of birth; (b) we have reason to believe the Consultancy Fees may be subject to dispute or chargeback; (c) we suspect a User has committed or attempted to commit fraud or other illicit acts on or through the Site; (d) we believe there are reasonable grounds for insecurity with respect to the performance of obligations under this Agreement or Work Agreement; or (e) we deem it necessary in connection with any investigation or required by applicable law. If, after investigation, we determine that the hold on the disbursement of the Consultancy Fees is no longer necessary, Consultancy fees will be released as soon as practicable.

In addition, notwithstanding any other provision of the Terms of Service and to the extent permitted by applicable law, we reserve the right to seek reimbursement from you, and you will reimburse us, if we: (i) suspect fraud or criminal activity associated with your payment, withdrawal, or Project; (ii) discover erroneous or duplicate transactions; You agree that we have the right to obtain such reimbursement, offsetting any amounts determined to be owing, deducting amounts from future payments or withdrawals, or obtaining reimbursement from you by any other lawful means. If we are unable to obtain such reimbursement, we may, in addition to any other remedies available under applicable law, temporarily or permanently revoke your access to the Site and Site Services and close your Account.

### **5.3. NON-PAYMENT**

If SERVICE USER is in “**default**”, meaning the SERVICE USER fails to pay the Consultancy Fees or any other amounts when due under the Work Agreement. Pinion will be entitled to the remedies described in this Section 5.3 in addition to such other remedies that may be available under applicable law or in such written agreement. SERVICE USER will be deemed to be in default if SERVICE USER fails to pay an invoice issued by Pinion within the time period agreed.

If SERVICE USER is in default for more than 15 days, we may, without notice, temporarily or permanently close SERVICE USER’s Account and revoke SERVICE USER’s access to the Site and Site Services, including SERVICE USER’s authority to use the Site to process any additional payments, enter into Work Agreement, or obtain any additional Services from other Users through the Site. However, SERVICE USER will remain responsible for any amounts that accrue on any open Projects at the time a limitation is put on the SERVICE USER’s Account as a result of the default. Without limiting other available remedies, SERVICE USER must pay Pinion upon demand for any amounts owed, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys’ fees and other costs of collection to the extent permitted by applicable law.

### **5.4. NO RETURN OF FUNDS**

SERVICE USER acknowledges and agrees that once Pinion receives the Consultancy Fees, the fee is non-refundable, except as otherwise agreed. SERVICE USER also acknowledges and agrees that the Terms of Service provide a dispute resolution process as a way for users to resolve disputes.

### **5.5. PAYMENT METHODS**

In order to use certain Site Services, Users must provide bank account information for at least one valid Payment Method. By providing Payment Method information through the Site, SERVICE USER represents, warrants, and covenants that: (a) SERVICE USER is legally authorized to provide such information; (b) SERVICE USER is legally authorized to make payments using the Payment Method(s); (c) if SERVICE USER is an employee or agent of a company or person that owns the Payment Method, that user is authorized by the company or person to use the Payment Method to make payments on Pinion; and (d) such actions do not violate the terms and conditions applicable to SERVICE USER’s use of such Payment Method(s) or applicable law.

Pinion is not liable to any User if Pinion does not complete a transaction as a result of any limit by applicable law or your financial institution, or if a financial institution fails to honor any credit or debit to or from an account associated with such Payment Method. Pinion will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement.

## **5.6. INDONESIAN RUPIAH**

The Site and the Site Services operate in Indonesian Rupiah.

## **5.7. TAXES AND BENEFITS**

SERVICE PROVIDER acknowledges and agrees that SERVICE PROVIDER is solely responsible

(a) for all tax liability associated with payments received from SERVICE USER and through Pinion, and that Pinion will not withhold any taxes from payments to SERVICE PROVIDER;

(b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that SERVICE PROVIDER is not covered by or eligible for any insurance from Pinion;

(c) for determining whether SERVICE PROVIDER is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Consultancy Services Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate.

## **6. NON-CIRCUMVENTION**

For a period of twelve (12) months from the date SERVICE PROVIDER complete your last Project with a SERVICE USER (such period, the "Non-Circumvention Period"), you will use the Services as your exclusive method to bid for Projects, directly or indirectly, with that SERVICE USER or arising out of your relationship with that SERVICE USER. Furthermore, during the Non-Circumvention Period, Users shall not encourage, solicit or accept complete or partial payment of Consultancy Fee outside of the Services, or otherwise circumvent either (i) Pinion's contractual relationships with the Users, or (ii) the Services' payment methods. Any violation of the foregoing restrictions is a material breach of these Terms. By way of illustration and not limitation of the foregoing, within the Non-Circumvention Period, you will not: (A) submit proposals to, deliver services to, invoice or receive payments or other consideration, from any SERVICE USER for whom you have performed services or been introduced to through the Marketplace except via the Site Services and in accordance with these Terms; (B) contact User outside of the Services in order to secure a Project that has been posted on the Marketplace; or (C) invoice or report on the Consultancy Fee an amount lower than that actually agreed through the Work Agreement. Upon expiration of the Non-Circumvention Period, you are free to deal directly with the applicable Users independently from these Terms. YOU WILL NOTIFY PINION IMMEDIATELY IF A USER SUGGESTS MAKING PAYMENTS OUTSIDE OF THE SERVICES WITHIN THE NON CIRCUMVENTION PERIOD.

## 6.1. MAKING PAYMENTS THROUGH PINION

You acknowledge and agree that a substantial portion of the compensation Pinion receives for making the Site available to you is collected through the Consultancy Fee described in Section 5 and that in exchange a substantial value to you is the relationships you make with other Users when you identify or are identified by another person through the Site or Site Services (the “**Pinion Relationship**”). Pinion only receives the Service Fee when a SERVICE USER and SERVICE PROVIDER pay and receive payment through the Site. Therefore, you agree to use the Site as your exclusive method to request, make, and receive all payments for work directly or indirectly with that person or arising out of your relationship with that person and not to circumvent the Payment Methods offered on the Site. For the avoidance of doubt, if you, or the business you represent, did not identify and were not identified by another person through the Site, such as if you and another User worked together before meeting on the Site, then the Non-Circumvention Period does not apply. If you use the Site as an employee or representative of another business, then the Non-Circumvention Period applies to you and other employees or representatives of the business or its successor when acting in that capacity with respect to the other User.

By way of illustration and not in limitation of the foregoing, you agree not to:

- Offer or solicit or accept any offer or solicitation from parties identified through the Site to contract, hire, invoice, pay, or receive payment in any manner other than through the Site.
- Invoice or report on the Site request an invoice or payment amount lower than that actually agreed, made, or received between Users.
- Refer a User you identified on the Site to a third-party who is not a User of the Site for purposes of making or receiving payments other than through the Site.

You agree to notify Pinion immediately if a person suggests to you making or receiving payments other than through the Site in violation of this Section 6 or if you receive unsolicited contact outside of the Site. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to Pinion.

You acknowledge and agree that a violation of any provision in this Section 6.1 is a material breach of the Terms of Service. Your Account may be permanently suspended if you violate this Section 6.1.

## 6.2. COMMUNICATING THROUGH THE SITE; NOT SHARING CONTACT DETAILS

The provisions of this Section 6.2 apply to any interaction between Users.

For Users subject to this Section 6.2, Users agree that prior to entering into a Service Contract, you (a) will use Pinion as the sole manner to communicate with other Users; (b) will not provide your Means of Direct Contact (defined below) to any other User or another person that you identified or were identified by through the Site; (c) will not use Means of Direct Contact of another user to attempt to or to communicate with, solicit, contact, or find the contact information of a User outside of Pinion; (d) will not ask for, provide, or attempt to identify through public means the contact information of another User; and (e) you will not include any Means of Direct Contact (defined below) or means by which your contact information could be discovered in any profile, proposal, job posting, invitation, or pre-hire communication through the Site’s communications services (including in each case in any attached file), except as otherwise provided on the Site.

For purposes of the Terms of Service “Means of Direct Contact” means any information that would allow another person to contact you directly, including, without limitation, phone number, email address, physical address, a link to a contact form or form requesting contact information, any link to an applicant management system or means to submit a proposal or application outside of the Site, or any information that would enable a user to contact you on social media or other website or platform or application that includes a communications tool, such as Skype, Whatsapp, Wechat, or Facebook. For the avoidance of doubt, information is a Means of Direct Contact if it would enable another user to identify any of the information above through other sources, such as going to a website that included an email address or identifying you on social media, such as through Facebook or LinkedIn.

You acknowledge and agree that a violation of any provision of this Section 6.2 is a material breach of the Terms of Service. Your Account may be permanently suspended if you violate this Section 6.2.

## **7. OWNERSHIP**

### **7.1. OWNERSHIP OF THE SERVICES**

The Services’ visualisation, (e.g., text, graphics, images, logos), proprietary content and software code, information and other materials are protected under intellectual property laws. You acknowledge and agree that Pinion owns all right, title and interest in and to the Services (including all intellectual property rights therein or related thereto) and you agree not to take any action(s) inconsistent with such ownership interests. Any and all improvements, updates, modifications or enhancements, whether made, created or developed by Pinion or otherwise relating to the Services (collectively, “Revisions”), are and will remain the property of Pinion.

### **7.2. FEEDBACK**

Any and all suggestions for correction, change, enhancement, improvement and modification to the Services (collectively “Feedback”) are and will remain the property of Pinion. For the avoidance of doubt, Feedback does not include User Reviews. Pinion may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to Pinion any and all right, title and interest that you may have in and to any and all Feedback.

### **7.3. OWNERSHIP OF PRODUCT**

For the purposes of these Terms, “Product” means all inventions, discoveries, designs, developments, methods, modifications, improvements, ideas, products, processes, algorithms, databases, computer programs, formulae, techniques, know-how, trade secrets, graphics or images, and audio or visual works and other works of authorship, whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by SERVICE PROVIDER for a SERVICE USER in the course of a Project. Ownership of Work Product shall be determined by the applicable agreement governing a Project. You hereby represent and warrant that you will not incorporate into any Product any confidential information or trade secrets of any other person or entity, or any material in which any other person or entity asserts any copyright, patent right, trademark, or other proprietary or intellectual property right.

## **8. CONFIDENTIALITY**

### **8.1. DEFINITION OF CONFIDENTIAL INFORMATION**

As used herein, “Confidential Information” means all confidential and proprietary information of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”) in connection with these Terms, whether orally or in writing, relating to the business and affairs of the Disclosing Party that is either designated as confidential or that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. Confidential Information shall include, without limitation, (a) the identity of Users; (b) information about Projects; (c) information about any actual or potential business, investment or trading decisions, or transactions of any SERVICE USER; (d) the terms and conditions in all Work Agreements or other agreements executed with Users or Pinion; (e) your Content (excluding Shared Content); and (f) any other non-public or proprietary information of Users or Pinion. Confidential Information shall not include any information that: (i) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party on a non-confidential basis from a third party without breach of any obligation owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without access to, use of, or reliance upon the Disclosing Party’s Confidential Information.

### **8.2. CONFIDENTIALITY AND NON-USE**

The confidentiality obligations and use limitations set forth in this Section 8 shall remain in effect for a period of three (3) years from the disclosure of the Confidential Information; provided that all trade secrets shall remain subject to the terms hereof for as long as they are classified as such under applicable law. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information; provided that a Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, contractors, subcontractors, or representatives who have a need to know such Confidential Information and who are bound to protect such Confidential Information under substantially similar terms as required hereby, or to legal, financial or other professional advisors who are providing professional services to the Receiving Party subject to obligations of confidentiality. In addition, without the Disclosing Party’s written permission, the Receiving Party shall not use any Confidential Information of the Disclosing Party other than in connection with fulfilling the obligations or exercising the rights of the Receiving Party under these Terms (including, without limitation, as may be necessary to support or defend a claim arising under these Terms). Neither Party may engage in any purchasing or selling of securities based on any Confidential Information or any material, non-public information and may not communicate any such information to any person or entity when it is reasonably foreseeable that such person is likely to purchase or sell securities based on such information.

### **8.3. EXCEPTIONS**

If the Receiving Party is required by law, court order or other legal, governmental or judiciary process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such required disclosure (to the extent legally permitted)



and reasonable assistance, at Disclosing Party's expense, if the Disclosing Party undertakes to obtain a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, the Receiving Party will disclose only such Confidential Information as is legally required to be disclosed.

#### 8.4. REMEDIES

If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 8, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

### 9. PRIVACY POLICY

PT Pinion Teknologi Indonesia. ("**Pinion**") provides this Privacy Policy to let you know our policies and procedures regarding the collection, use and disclosure of information through [www.bepinion.com](http://www.bepinion.com) (the "**Site**"), and any other websites, features, applications, widgets or online services that are owned or controlled by Pinion and that post a link to this Privacy Policy (together with the Site, the "**Service**"), as well as any information Pinion collects offline in connection with the Service. It also describes the choices available to you regarding the use of, your access to, and how to update and correct your personal information. Note that we combine the information we collect from you from the Site, through the Service generally, or offline.

#### 9.1. INFORMATION COLLECTION

##### 9.1.1. Information You Provide to Us

- **Personal Information:** In the course of using the Service, we may require or otherwise collect information that identifies you as a specific individual and can be used to contact or identify you ("**Personal Information**"). Examples of Personal Information include your name, email address, company address, billing address, and phone number.
- **Payment Information:** If you use the Service to make or receive payments, we will also collect certain payment information, such as credit card or other financial account information, and billing address.
- **Identity Verification:** We may collect Personal Information, such as your date of birth or taxpayer identification number, to validate your identity or as may be required by law, such as to complete tax filings. We may request documents to verify this information, such as a copy of your government-issued identification or photo or a billing statement.
- **Biometric Identifiers or Service Interaction Information:** We may collect Personal Information such as a photograph of your face, a selfie, or data about your interactions with the Service to verify your identity and to detect fraud, identity theft, or other misuse of your account through the use of facial recognition and other technologies. We may request documents to verify this information, such as a copy of your government-issued identification. From time to time, Pinion may require you to take and submit an additional or updated image of your face for comparison to your government-issued identification. The biometric identifiers or information collected are used only for identity verification and platform security and use integrity purposes.

- **General Audience Service:** The Service is general audience and intended for users 18 and older. We do not knowingly collect Personal Information from anyone younger than age 18. If we become aware that a child younger than 18 has provided us with Personal Information, we will use commercially reasonable efforts to delete such information from our files.
- **Non-Identifying Information/Username:** We also may collect other information, such as postal codes, demographic data, information regarding your use of the Service, and general project-related data (“**Non-Identifying Information**”). We may aggregate information collected from Pinion registered users (“**Pinion Users**”). In some cases, we may render Personal Information (generally, email address) into a form of Non-Identifying Information referred to in this Privacy Policy as “**Hashed Information.**” This is typically accomplished using a mathematical process (commonly known as a hash function) to convert information into a code. The code does not identify you directly, but it may be used to connect your activity and interests.
- **Combination of Personal and Non-Identifying Information:** Certain Non-Identifying Information would be considered a part of your Personal Information if it were combined with other identifiers in a way that enables you to be identified (for example, combining information with your name). But the same pieces of information are considered Non-Identifying Information when they are taken alone or combined only with other non-identifying information (for example, your viewing preferences). We may combine your Personal Information with Non-Identifying Information, but Pinion will treat the combined information as Personal Information.
- **Collection of Third Party Personal Information:** We collect the following personal information from you about your project members: First name, last name, and email address when you provide it to us for the purpose of adding your contacts to a meeting session or Project.

You do not have a statutory obligation to provide us with any information, but you may have a contractual obligation to do so, and if we do not receive certain information from you, then we will not be able to provide our Service to you. If you have any questions regarding whether provision of information is mandatory and the consequences for withholding such information, please contact us using the contact information below.

### 9.1.2. Information Received from Third Parties

We also may receive information about you from third parties. For example, we may supplement the information we collect with outside records or third parties may provide information in connection with a co-marketing agreement or at your request (such as if you choose to sign in with a third-party service). If we combine the information we receive from others with information we collect through the Service, we will treat the combined information as described in this Privacy Policy.

### 9.1.3. Information Collected Automatically

We and our third party service providers, including analytics and third party content providers, may automatically collect certain information from you whenever you access or interact with the Service. This information may include, among other information, the browser and operating system you are using, the URL or

advertisement that referred you to the Service, the search terms you entered into a search engine that led you to the Service, areas within the Service that you visited, which links you clicked on, which pages or content you viewed and for how long, other similar information and statistics about your interactions, such as content response times, download errors and length of visits to certain pages and other information commonly shared when browsers communicate with websites. We may combine this automatically collected log information with other information we collect about you. We do this to improve services we offer you, and to improve marketing, analytics, and site functionality.

The information we collect also includes the Internet Protocol (“IP”) address or other unique device identifier (“**Device Identifier**”) for any device (computer, mobile phone, tablet, etc.) used to access the Service. A Device Identifier is a number that is automatically assigned or connected to the device you use to access the Service, and our servers identify your device by its Device Identifier. Some mobile service providers may also provide us or our third party service providers with information regarding the physical location of the device used to access the Service.

Pinion and its partners use cookies or similar technologies to analyse trends, administer the website, track users’ movement around the website, the desktop app, and the mobile app, and to gather demographic information about our user base as a whole. The technology used to collect information automatically from Pinion Users may include the following:

- **Cookies:** Pinion and our service providers use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s hard disk for record-keeping purposes. We use both persistent cookies that remain on your computer or similar device (such as to save your registration ID and login password for future logins to the Service and to track your compliance with the Pinion’s Terms of Service) and session ID cookies, which expire at the end of your browser session (for example, to enable certain features of the Service, to better understand how Pinion Users interact with the Service and to monitor aggregate usage by Pinion Users and web traffic routing on the Service). You can control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functionality of the Service.
- **Embedded Scripts:** We and our service providers may also employ software technology known as an Embedded Script. An Embedded Script is programming code that is designed to collect information about your interactions with the Service, such as the links you click on. The code is temporarily downloaded onto your computer or other device and is deactivated or deleted when you disconnect from the Service.

In addition, we and our marketing partners, affiliates, analytics, and service providers may use a variety of other technologies (such as tags) that collect similar information for security and fraud detection purposes and we may use third parties to perform these services on our behalf.

#### **9.1.4. Information Collected Through Site Service**

##### ***User Profiles***

You may have the opportunity to create a profile, which consists of information about you, and may include Personal Information, photographs, information on work previously performed via the Service and outside the Service, skills, earnings information, feedback/rating information and other information, including your username (“**Profile**”). The information in your Profile will be visible to all Pinion Users. If, in any case, you believe that an unauthorized profile has been created about you, you can request for it to be removed by contacting us.

##### ***Identity Verification***

Before user can complete registration on the Service, or at any time thereafter, we may request or re-request identity verification. Without limiting the manner in which we request identity verification, we may require the user to participate in a video call after submitting their government issued ID to enable us to confirm that the user is indeed the individual in the ID or the appointed company representative. We may record such video calls and take screenshots of the user during the call. Pinion may use the information obtained from Identity Verification for purposes of verifying your identity, enforcing our Terms of Service and other agreements, and preventing fraud.

##### ***Work Listings Through the Service***

If SERVICE USER created a Project listing in the marketplace, the contents of such listing will be viewable to registered users. Project listings include information such as budget, duration, project details, project requirements and expected project timeline. SERVICE USER have an option to make the project owner name and budget as ‘undisclosed’ while they create a project and these settings will remain throughout the Site.

##### ***Project Environment***

As part of the Service, we collect information about a SERVICE PROVIDER’s work on a Project for a SERVICE USER. This feature is known as Project Environment. Project Environment includes information provided by the Users, such as a discussion, memo, references, deliverables and any materials uploaded into Project Environment.

### **9.2. USE OF INFORMATION**

#### **WE USE INFORMATION WE COLLECT:**

- To provide and improve the Service, complete your transactions, address your inquiries, process your registration, verify the information you provide is valid, and for compliance and internal business purposes.
- To contact you with administrative communications and Pinion newsletters, marketing or promotional materials (on behalf of Pinion or third parties) and other information that may be of interest to you.

- To tailor content we display to you and offers we may present to you, both on the Service and elsewhere online.
- To administer and develop our business relationship with you and, if applicable, the corporation or other legal entity you represent.
- To assess your proposal to perform a freelance project for Pinion and prepare related governmental and internal statistics reports.
- To enforce and comply with the law, including to conduct an investigation, to protect the property and rights of Pinion or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose a risk of being, illegal, fraudulent, unethical or legally actionable activity. We may also use Device Identifiers to identify Pinion Users.
- For the purposes disclosed at the time you provide your information, with your consent, and as further described in this Privacy Policy.

We use your Personal Information for the purposes described above:

- To Honour Our Contractual Commitments to You. Much of our processing of Personal Information is to meet our contractual obligations to our investors, or to take steps at Users' request in anticipation of entering into a contract with them.
- For Our Legitimate Interests. In many cases, we handle Personal Information on the grounds that it furthers our legitimate interests in commercial activities, such as the following, in ways that are not overridden by the interests or fundamental rights and freedoms of the affected individuals:
  - Providing our Site and Service.
  - Detecting security incidents, protecting against malicious, deceptive, fraudulent or illegal activity, and prosecuting those responsible for that activity.
  - Measuring interest and engagement in our Services.
  - Short-term, transient use, such as contextual customization of ads.
  - Improving, upgrading or enhancing our Services.
  - Developing new products and services.
  - Ensuring internal quality control and safety.
  - Authenticating and verifying individual identities.
  - Debugging to identify and repair errors with our Services.
  - Auditing relating to interactions, transactions and other compliance activities.
  - Enforcing our agreements and policies.
  - Analyzing and improving our business.
  - Communications, including marketing and responding to your inquiries about our services.
  - Addressing information security needs and protecting our Users, Pinion, and others.
  - Managing legal issues.
- To Comply with Legal Obligations. We need to use and disclose Personal Information in certain ways to comply with our legal obligations.

### 9.3. DATA SUBJECT RIGHTS

In accordance with applicable law, you may have the right to:

- **Access Personal Information** about you, including: (i) confirming whether we are processing your personal information; (ii) obtaining access to or a copy of your personal information.

- **Request Correction** of your personal information where it is inaccurate, incomplete or outdated. In some cases, you can update your personal information by contacting Pinion helpdesk.
- **Request Deletion, Anonymization or Blocking** of your personal information when processing is based on your consent or when processing is unnecessary, excessive or noncompliant. Note that if your information is deleted, then your account may become deactivated. If your account is deactivated or you ask to close your account, you will no longer be able to use the Service. If you would like to close your account in our system, you can do so by contacting Pinion helpdesk.
- **Request Restriction of or Object to** our processing of your personal information when processing is noncompliant.
- **Withdraw your Consent** to our processing of your personal information. If you refrain from providing personal information or withdraw your consent to processing, some features of our Service may not be available.
- **Request data portability** and receive an electronic copy of personal information that you have provided to us.
- **Be informed** about third parties with which your personal information has been shared.
- **Request the review of decisions** taken exclusively based on automated processing if that could affect data subject rights.

#### 9.4. SECURITY

Pinion takes commercially reasonable steps to help protect and secure the information it collects and stores about Pinion Users. All access to the Site is encrypted using industry-standard transport layer security technology (“**TLS**”). When you enter sensitive information (such as tax identification number), we encrypt the transmission of that information using secure socket layer technology (“**SSL**”). We also use HTTP strict transport security to add an additional layer of protection for our Pinion Users. But remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. Thus, while we strive to protect your Personal Information, Pinion cannot ensure and does not warrant the security of any information you transmit to us.

### 10. DATA RETENTION

Unless you request that we delete certain information, we retain government-issued identification documents you submit to verify your identity for 30 days, selfies you submit to verify your identity for 180 days, a copy of the headshot image from your identity document for 3 years, and other information we collect for at least 5 years. Your information may persist in copies made for backup and business continuity purposes for additional time. If you choose to provide us with Personal Information, we encourage you to routinely update the data to ensure that we have accurate and up-to-date information about you.

## 11. RECORDS OF COMPLIANCE

Users will each (a) create and maintain records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (b) provide copies of such records to Pinion upon request. Nothing in this subsection requires or will be construed as requiring Pinion to supervise or monitor a User's compliance with this Agreement, the other Terms of Service, or a Work Agreement. You are solely responsible for creation, storage, and backup of your business records. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on Pinion's part to store, backup, retain, or grant access to any information or data for any period.

## 12. WARRANTY DISCLAIMER

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. PINION MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, USER CONTENT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PINION DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SECTION 14 (AGREEMENT TERM AND TERMINATION) STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST PINION WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

## 13. LIMITATION OF LIABILITY

Pinion is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

- your use of or your inability to use our Site or Site Services;
- delays or disruptions in our Site or Site Services;
- viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- damage to your hardware device from the use of the Site or Site Services;
- the content, actions, or inactions of third parties' use of the Site or Site Services;
- a suspension or other action taken with respect to your Account;
- your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site; and
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL PINION BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES.

## 14. RELEASE

In addition to the recognition that Pinion is not a party to any contract between Users, you hereby release Pinion from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you enter into this agreement. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Consultancy Services and requests for refunds based upon disputes. This release will not apply to a claim that Pinion failed to meet our obligations under the Terms of Service.

## 15. INDEMNIFICATION

You will indemnify, defend, and hold harmless Pinion (known as “**Indemnified Party**”) for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site and the Site Services by you, including any payment obligations or default (described in Section 5.3 (Non-Payment)) incurred through use of the Site Services; (b) any Product or Shared Content developed, provided, or otherwise related to your use of the Site Services; (c) any Work Agreement entered into by you, including, but not limited to, any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker’s compensation benefits, unemployment benefits, or any other employee benefits; (d) failure to comply with the Terms of Service; (e) failure to comply with applicable law; (f) negligence, willful misconduct, or fraud; and (g) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent.

“**Indemnified Claim**” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

“**Indemnified Liability**” means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys’ fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

## 16. AGREEMENT TERM AND TERMINATION

### 16.1. TERMINATION

Unless both you and Pinion expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to



the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to [mvp@bepinion.com](mailto:mvp@bepinion.com). In the event you properly terminate this Agreement, your right to use the Site and Site Services is automatically revoked, and your Account will be closed. Pinion is not a party to any Service Contract between Users. Consequently, User understands and acknowledges that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Work Agreement or Project entered into between Users. If you attempt to terminate this Agreement while having one or more open Projects, you agree (a) you hereby instruct Pinion to close any open contracts; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Projects have closed on the Site; (c) Pinion will continue to perform those Site Services necessary to complete any open Project or related transaction between you and another User; and (d) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Pinion for any Site Services or such other amounts owed under the Terms of Service and to any SERVICE PROVIDER for any Consultancy Fee.

Without limiting Pinion's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke or limit access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Pinion; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity; or (iv) we are required to by law, legal process, or law enforcement. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or re-register under a new Account without Pinion's prior written consent.

You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. You therefore agree as follows: if Pinion decides to temporarily or permanently close your account, Pinion has the right where allowed by law but not the obligation to: (a) notify other users that have entered into Work Agreement with you to inform them of your closed account status, (b) provide those users with a summary of the reasons for your account closure. You agree that Pinion will have no liability arising from or relating to any notice that it may provide to any user regarding closed account status or the reason(s) for the closure.

## **16.2. ACCOUNT DATA ON CLOSURE**

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and any closure of your Account may involve deletion of any content stored in your Account for which Pinion will have no liability whatsoever. Pinion, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

## **16.3. SURVIVAL**

After this Agreement terminates, this Agreement that expressly or by their nature contemplates performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature,

contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or Pinion from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

## **17. DISPUTES RESOLUTION**

The validity, interpretation, performance and enforcement of these Terms & Conditions shall be governed by the laws of Indonesia without regard to the conflicts of laws principles thereof. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS SHALL BE RESOLVED IN A DELIBERATION TO REACH A CONSENSUS BETWEEN ALL PARTIES. IF THE DISPUTE IS NOT RESOLVED BY 30 CALENDAR DAYS AFTER THE PROPOSAL FROM EITHER PARTY HAD BEEN RECEIVED BY THE COUNTERPARTY, THEN THIS DISPUTE SHALL BE SOLVED VIA THE BOARD OF NATIONAL ARBITRAGE OF INDONESIA BASED ON THE RULES AND PROCEDURE OF BANI. THE PLACE OF THE ARBITRAGE WILL BE IN JAKARTA AND USING BAHASA INDONESIA. ADVISOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHTS ADVISOR MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY SUCH DISPUTE, CONTROVERSY OR CLAIM RELATING TO THIS AGREEMENT. The arbitrator may grant any remedy that he or she deems just and equitable within the scope of this arbitration agreement, except that he or she may not, under any circumstance, grant a remedy inconsistent with or in violation of the Limitation of Liability. The award of the arbitrator shall be final and binding and judgment thereon may be entered in any court having jurisdiction. Advisor hereby unconditionally and irrevocably submit to the jurisdiction of the law in the Republic of Indonesia

## **18. GENERAL**

### **18.1. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding between you and Pinion relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. Even though Pinion drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or Pinion because of the authorship of any provision of the Terms of Service.

### **18.2. MODIFICATION & WAIVER**

No modification or amendment to the Terms of Service will be binding upon Pinion unless they are agreed in a written instrument signed by a duly authorized representative of Pinion or posted on the Site by Pinion. Email will not constitute a written instrument as contemplated by this Section 16.2. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

### **18.3. ASSIGNABILITY**

Users may not assign the Terms of Service, or any of its rights or obligations hereunder, without Pinion's prior written consent in the form of a written instrument signed by a duly authorized representative of Pinion. Pinion may freely assign this Agreement and the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will insure to the benefit of the successors, heirs, and permitted assigns of the parties.

### **18.4. SEVERABILITY & WAIVER**

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction

### **18.5. OTHER WEBSITES AND CONTENT**

The Services may include links to third-party websites or content. You are responsible for deciding if you want to access or use third-party websites or content that link from the Services. You agree that Pinion is not responsible for third-party content or information provided on third-party websites. Third-party websites have their own legal terms and privacy policies, and you may be giving others permission to use your information in a way Pinion would not. Pinion has no control over, is not responsible for and does not endorse any such websites or content, and Pinion will have no liability for any damages or losses you incur by visiting or using such third-party websites or content.

### **18.6. FORCE MAJEURE**

The parties to this Agreement will not be responsible for the failure to perform, or any delay in performance of, any obligation hereunder for a reasonable period due to labour disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other conditions beyond the reasonable control of such party.

### **18.7. PREVAILING LANGUAGE AND LOCATION**

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any.

### **18.8. ACCESS OF THE SITE OUTSIDE INDONESIA**

Pinion makes no representations that the Site is appropriate or available for use outside of Indonesia. Those who access or use the Site from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable local law and regulations. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of

any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities.

In order to access or use the Site or Site Services, you must and hereby represent that you are not a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services and your license to use the Site or Site Services will be immediately revoked.

#### **18.9. CONSENT TO USE ELECTRONIC RECORDS**

In connection with the Site Terms of Use, you may be entitled to receive, or we may otherwise provide, certain records from Pinion or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Site Services, you give us permission to provide these records to you electronically instead of in paper form.