

USER TERMS AND CONDITIONS

Welcome to KoinWorks! Thank you for visiting www.koinworks.com. Before using, accessing or utilizing this Platform, please make sure you have read all of these Terms and Conditions for The User.

These User Terms of Conditions consist of rules, guidelines, guides, notices, policies and instructions related to the Users who use the Services as the Creditor or Debtor. By continuing to access and use this Platform as well as registered as a User, you acknowledge that you have read, understood and agreed to any and all contents of these Creditor's General Terms and Conditions.

We will publish any substantial amendments of these User Terms and Conditions (if any) through Platform and you are required to read any amendments properly so that if you continue to use, access or utilize the Platform, you are deemed to have acknowledged, understood and agreed to those amendments.

1. Definition

Unless the context states otherwise, the terms in the User Terms and Conditions below shall have the following meanings:

- a. The **Company** or **We** are PT Lunaria Annu Teknologi, a company that provides information technology-based money lending service (peer-to-peer lending).
- b. **Service** is the service of providing space by the Company on the Platform to bring together Creditor and Debtor in order to conduct peer to peer lending activities.
- c. **Creditor** is any User who uses the Service intended to provide loan/investment through the Platform.
- d. **Debtor** is any User who uses the Service intended to receive the Loan through the Platform.
- e. **User** is anyone who visits, accesses and/or uses the Platform.
- f. **Loan Target** is the Loan application of the Debtor which is put in the Platform to be offered to Creditors.
- g. **Classified Loan Target** is a category of Loan Target based on risk and interest value.
- h. **Loan** is the fund granted by the Creditor to the Debtor through Koin account.
- i. **The Loan Collection Period** is a specified period to fund the Loan by one or more Creditors on a Loan Target, which will be determined in each Credit Agreement and included in the description on the Target Loan.
- j. **Platform** is KoinWorks web page in www.koinworks.com
- k. **KoinWorks Account** is an account that is specifically functioned for the peer-to-peer lending transaction in the form of escrow account which contain the User's virtual account.
- l. **Credit Agreement** is the lending agreement between Creditor and Debtor in connection with the Loan in order to provide Services by the Company.

2. General Terms

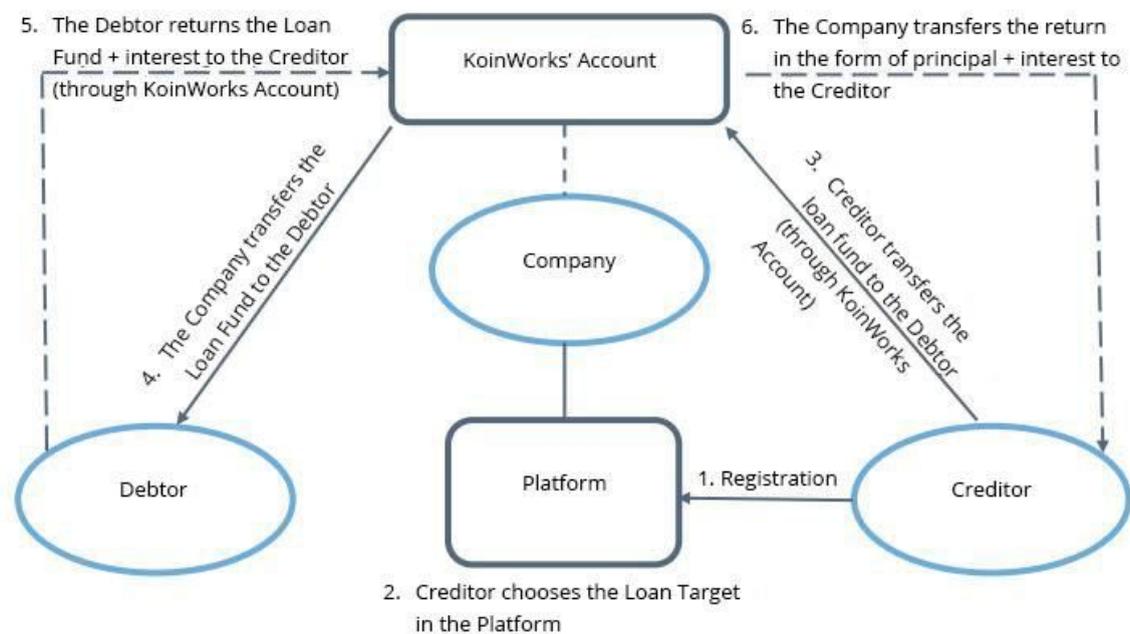
By accessing and using the Services as a Creditor, you acknowledge that you have read, understood and agreed to be bound with these Creditor's General Terms and Conditions and the User Terms and Conditions.

If there is any contradiction or divergence of interpretation between these General Terms and Conditions with any other User Terms and Conditions/Agreements, then what applies to you is these User Terms and Conditions.

3. User's Operational Rules

User may only use the Services on the Platform with his/her account. User understand that, in this case, to be able to have an account in this Platform, first you must register as a User.

The operational flow as a User is described as follow:



A general overview of the steps you need to consider as a User is as follow:

- a. First, User will need to register by filling the personal data and other required information. User warrant that User's personal data and information that User have provided is true, accurate, complete, up to date, and not misleading.
- b. User as the Creditor can choose which Loan Target to fund from the available list in the Platform.
- c. One Loan Target can be funded by several Creditors at once.
- d. The minimum required money to invest is IDR 100.000,- (one hundred thousand Rupiah) for each loan and IDR 100.000,- (one hundred thousand Rupiah) to invest afterwards.
- e. The Loan repayment (principal + interest) term is determined in each Loan Target's description.
- f. The currency used in every loan is Indonesian Rupiah.

- g. There are several types of Loan Target Classifications based on Debtor's Grade and Loan Target, ie from Grade A up to E.
Grade A is a Loan Target Classification with the lowest risk level (the best) and Grade E is the Loan Target Classification with the highest risk (most unfavorable). However, the Company may change the level of Loan Target Classification of each risk level, since the Company will continue to improve its services in providing actual information to the Users. The Company will notify any changes to the Loan Target Classification through the Platform.
- h. Company transfers the repayment
- i. User will transfer the investment fund through KoinWorks Account with which the Company will forward the fund to the Debtor, with the following provisions:
 - i. All the legal aspects and administrative requirements from the Debtor have been entirely fulfilled; and
 - ii. The funding process of the Loan Target has reached 100% (the fund needed has been entirely fulfilled) or fulfilled at least 80% of the total amount at the end of funding period.
- j. Debtor will return the loan in the form of monthly repayment (including interest) that will be transferred into KoinWorks Account. Then, the Company will distribute the loan repayment to each Creditor.
- k. Creditor can withdraw the loan repayment from KoinWorks Account at any time.
- l. User bear any taxes arising according to the prevailing taxation laws and regulations.

By using the Services as a Creditor, User understands and agrees that:

- i. The Company does not make any statements, warranties, promises or guarantees that every fund lent to the Debtor through this Platform will be fully or partially paid off;
- ii. The information provided by the Company in connection with the Services and Loans is the Company's effort to provide information regarding the Loan as clearly as possible and not the Company's effort to influence your decision on granting the Loan;
- iii. You will independently perform risk analysis or use the services of a third party you designate for any decisions you make through the Platform.

The Company reserves the right to earn fee from Creditor for providing the Platform to Creditor, as much as 1% fee of each successful Loan repayment paid by the Debtor.

4. T+2 Policy

- a. The T+2 Policy will apply to the User, where the Company can only save funds that have been sent by the User for 2 (two) days. To facilitate the User, after 2 (two) days the funds will then be automatically invested in the Mutual Fund products managed by PT Mandiri Manajemen Investasi ("Mandiri Investasi"). However, if the User does not approve the implementation of automatic investment, the User is required to withdraw the User's funds contained in the Virtual Account every 2 (two) days. In this case, the User is deemed to have agreed of the automatic investment if the funds have not/have not been withdrawn within a period of 2 (two) days. Further provisions regarding the T + 2

Policy can be seen [here](#) and provisions on information about products and Mandiri Investasi can be seen [here](#).

- b. For the Mutual Fund investment, the User will obtain balance details, Net Asset Value and investment history as well as transaction confirmation letters and monthly reports on the Platform.

5. User's Terms

By using and accessing the Services as a Creditor, User state and understand that:

- a. User is an Indonesian citizen and domiciled in Indonesia;
- b. User is at least 21 (twenty one) years old and legally competent to be bound by these User Terms and Conditions and any other agreements with the Company and/or other parties regarding the use of the Service;
- c. The money that User use to fund the Loan is not the result of violating the applicable laws and regulations;
- d. User is willing to give an authorization to the Company to sign all the application forms, documents, correspondences and other things required with the Borrower and/or other parties in connection with the implementation of the Service.
- e. If User is married and do not have a premarital agreement, User must already have the consent of your spouse to use the Services as a Creditor.

6. Registration

By registering as a User through the Platform, User state and warrant that you:

- a. Use the Platform in good faith;
- b. Must not utilize the Platform for purposes that are contrary to law;
- c. Provide true, accurate, complete, up-to-date and non-misleading information about yourself as requested by the Company, including but not limited to, all information requested on each registration form in the Platform;
- d. If User is registered as an organization, association or company, whether incorporated or not incorporated, then User warrant that User is authorized to represent the organization, association or the company. User also warrant that User provide true, accurate, complete, up-to-date and non-misleading information as stated in point C above;
- e. Keep the security of User's password and account identification in the Platform;
- f. Maintain and update the registration data and all other information you have provided to the Company;
- g. Notify the Company of any material changes to any information or circumstances that may affect the proper use of your account on the Platform;
- h. Is fully responsible for any information provided to the Company through the Platform;
- i. Is fully responsible of any violations and all the acts User do through your account on the Platform.

7. Information Disclosure

The Company will not give User's information to anyone or any parties. If other Users (Debtors or Creditors) ask for User's information other than those contained in the

Platform in order to fund the Loan then the Company may only provide the information User has already provided upon your prior approval.

By using the Services as a Creditor, User has the rights to:

- a. obtain the information about the Debtor candidate who is going to be granted the Loan(s) contained in the Company through the Platform;
- b. access the Loan's installment history contained in the Company through the Platform;

8. KoinWorks Account

For peer-to-peer lending based transactions that occur within the Platform, the Company will provide an escrow account which contains the virtual account of the User.

The company will not use the User's money stored in the Account other than for the purpose agreed in the Lending Agreement.

9. Company Services to the Creditors

User as the Creditor have the rights to receive the Services in the Platform as follows:

- a. See all Loan Targets available in the Platform and determine which Loan Target to fund.
- b. Communicate with fellow Users. However, all information you provide to other Users, either through or not through the Platform, will solely be your responsible and not the Company's;
- c. Modify and update your information as the Creditor listed on the Platform.

In addition, User may instruct the Company for the following things through the Platform at any time:

- d. Keep Creditor's money (Loan fund and/or Loan repayment including the interest) that is available in the KoinWorks Account as a stand-by fund for other Loan Target(s) for a maximum of 2 (two) Business Days. Further provisions regarding this matter, please refer to Point 4 User's Terms and Conditions above regarding the T+2 Policy;
- e. Distribute Creditor's money (Loan fund and/or Loan repayment including the interest) that is available in the KoinWorks Account for other Loan Target(s); or
- f. Withdraw and transfer Creditor's money (Loan repayment including interest) which exists in KoinWorks Account into Creditor's registered bank account. Please note that as referred to in point C above, your disbursed money is as follows:
 - i. The money owned by the Creditor which has been used to fund the Loan Target, yet the Loan Target is rejected (because it fails to reach 80% of the total amount after the funding duration ends);
 - ii. Is the money owned by the Creditor that settles in the KoinWorks Account because it is not used to fund any Loan Targets; and/or
 - iii. Is the repayment of Loan fund(s).

10. Privacy Policy

We respect the protection of User's privacy. User understands that User may only access certain features on the Platform if User provide and allow some information and/or data to Company through the Platform.

User understands that User have already permitted Company to collect the information about User, including but not limited to IP Address and User's hardware since User visited and accessed the Platform.

The Company always asks User's consent first before providing information about User to other parties. In the event that User communicate and provide information about User to other Users, whether through or not through Platform, User is solely responsible for it and not the responsible of the Company.

11. Tax Provisions

User understands that User have a tax liability for each transaction that User make through the Platform under the applicable laws and regulations. The Company does not provide any tax or legal advice to User in connection with the Loan.

In this case, User must consult with an accountant, tax advisor and/or legal advisor regarding the use of the Platform and or the Services then User shall consult with User's own accountant, tax advisor and/or legal counsel.

12. The Power of Attorney Statement

In connection with the implementation of this information technology-based money lending transaction (peer-to-peer lending), User is willing to authorize the Company to be detailed through a Special Power of Attorney later.

13. Amendment(s) of the User Terms and Conditions

The Company reserves the right to amend the User Terms and Conditions at its sole discretion from time to time. All amendments made to these User Terms and Conditions will be effective immediately after the Company includes them in the Platform. Company will include the last update date of these User Terms and Conditions on the homepage of the Platform and notify User through User's account. The User can terminate his/her membership on the Platform if the User does not agree to Amendment to the User Terms and Conditions.

If after the date of Amendment(s) of the User Terms and Conditions, the User does not respond and/or continue to make transactions on the Platform, then the User is considered as understand and agree that when User continue to use the Platform and continue to operate as a User after the amendments to these User Terms and Conditions made, User is subject to and bound by the amended User Terms and Conditions.

14. Indemnification

User agree to release, free and indemnify the Company, its affiliates, its shareholders, directors, commissioners, employees, subcontractors, suppliers, agents of and to any and all liabilities, claims, losses, damages, including legal consultant fees, arising from your violation to these User Terms and Conditions and any other terms set by the Company.

15. Company Statement and Warranty

The Company hereby declares and warrants the following:

- a. The Company is a Platform provider that facilitates peer to peer lending activities and provides loan education to the Users
- b. The Company is not a financing company because the concept of Peer to Peer Lending is a direct loan given by User as a Creditor to the Debtor, but facilitated by the Company as a Platform provider.
- c. The Company does not undertake the collection or management of public fund, whether for saving or investment.
- d. The Company or Debtor does not publish a product in the form of Stocks as referred to in Law No. 8 of 1995 on Capital Market ("Capital Market Law") so that it is not subject to the provisions of Registration Statement, Public Offering and other provisions regulated in the Capital Market Law.
- e. The Company declares and warrants that the KoinWorks Account used by the Company for acceptance, payment and loan repayment (Escrow Account) is a separate account with the Company's operational bank account.
- f. The Company will only deduct the fee from every Loan payment and/or repayment which is entitled to the Company, and will not use any funds deposited in the KoinWorks Account.
- g. The Company states that any business transactions and activities carried out in connection with this peer-to-peer lending service will not be related to any actions that might violate the laws and regulations and related implementing regulations regarding anti-bribery, anti-corruption, anti-money laundering and prevention of funding terrorism ("Law Number 31 of 1999 concerning Eradication of Corruption Crime as amended by Act No. 20 of 2001 concerning Amendment to Law Number 31 of 1999 concerning Eradication of Corruption Crime, Law Number 8 of 2010 concerning Prevention and Eradication of Money Laundering Crimes")

16. Services with the Best Efforts by the Company

User understands that the Company has endeavored and continued to do its utmost to provide the Services to Users via the Platform, including but not limited to provide Loan Target's Risk Level Classification based on analysis made by the Company.

User also understands that Company's analysis in classifying Loan Target based on risk value of each Loan is not a warranty from the Company for its accuracy. However, the Company continues to make every effort to improve its accuracy in determining the risk levels.

17. Service(s) and Security

The Company always gives full attention and effort in order to provide the best security and service to Users through the Platform. However, in the event of any problems with the Platform beyond the control of the Company, including but not limited to cybercrime, server problems, malware, etc, you as User of the Services agree to free the Company from being responsible for such problems.

In the event in the event of any problems with the Platform beyond the control of the Company, including but not limited to cybercrime, server problems and malware, the Company will fix the Platform in order to protect the security of User data and Services. For that purpose, it may be possible that the Platform will be suspended and/or delayed in the Service process. User agrees to free the Company from being responsible for any loss arising while fixing the problems.

You as the User are responsible to keep the confidentiality of your own personal information in the process of verifying each User account, either through email or handphone. Any omission to the confidentiality of such personal information is the sole responsibility of each User, and not the Company's.

18. Limitation of Liability

User as the Creditor understands that there is a risk of default by the Debtor and understands that failure is entirely the risk of the Creditor. However the Company as instructed by the User that act as the Creditor may undertake a collection act (by cooperating with a third party billing service) to collect the defaulted loan.

As a Platform provider, the Company's responsibility is limited to facilitating the needs and complaints between each User (between Creditor and Debtor). The Company provides Customer Service facility during working hours starting from 09:00 to 18:00 WIB to serve the Users in the Services provided on the Platform.

19. Applicable Law

These User Terms and Conditions are regulated by and construed in accordance with the laws of the Republic of Indonesia. User agrees that any legal actions or disputes that may arise from, relating to, the use of the Platform shall be resolved exclusively within the jurisdiction of the South Jakarta District Court of the Republic of Indonesia.