

# Terms & Conditions

## I. Introduction

1. This page governs the use of DIGIPOINT (Digital Partnership Portal) owned by PT Telekomunikasi Selular ("Telkomsel"), which is a web-based application or portal designed to facilitate prospective partner in online registration and online partner data update (<https://digiport.telkomsel.com>).
2. Prospective partner seeking involvement with Telkomsel as partner shall be subject to these terms and conditions as well as any other policies determined by Telkomsel.
3. By accessing DIGIPOINT, you have understood, accepted and agreed to be bound by and subject to all conditions applicable for this portal. Therefore, if you disagree with any terms or any part hereof, you are not required to access the DIGIPOINT.
4. DIGIPOINT uses cookies. By accessing DIGIPOINT or agreeing to the conditions herein, you have agreed to use cookies pursuant to our terms.

## II. Protection on Copyrights

1. This DIGIPOINT, including materials and contents therein, are fully owned and controlled by Telkomsel in terms of copyrights and other intellectual property rights. All copyrights, intellectual property rights and materials on this website are protected by Indonesian laws.
2. When accessing DIGIPOINT:
  - a. You are prohibited from using, implementing, quoting or copying any and/or all contents in DIGIPOINT without prior written consent from Telkomsel;
  - b. You agree to never upload, transmit, reproduce, disseminate or participate in transferring, selling or in any way using any content and/or material obtained from DIGIPOINT for your sole commercial purpose;
  - c. Violation of this provision may be subject to sanction under the prevailing criminal or civil laws.
  - d. Telkomsel cannot be held liable if prospective partner/partner use any information on DIGIPOINT to other parties which could cause disadvantage to both parties.

## III. Membership of Prospective Partner

1. Prospective partner may be local enterprises and/or foreign enterprises deemed capable of legal act.
2. In order to be listed as a partner, prospective partner must pass verification and validation by Telkomsel.
3. In order to participate in the selection process, prospective partner must first register and complete the registration form with true and accurate data which conforms to the actual condition.
4. Prospective partner must update their company data on a periodical basis when no longer conforms to actual condition or becomes inconsistent with these Terms and Conditions.
5. Every prospective partner may only have 1 (one) partner user ID for every target market and each user ID must only represent one company.
6. Prospective partner will be considered as having officially listed as a Telkomsel Partner following approval from Telkomsel and confirmation via e-mail.
7. Prospective partner agree that the information contained in this DIGIPOINT must not contradict any laws, regulations or moral norms applicable in Indonesia.
8. Prospective partner are subject to all regulations applicable in Indonesia pertaining to, but not limited to, use of networks linked to technical data services and transmission, both inside and outside the Indonesian territory through this site.

9. Prospective partner are responsible for the transmission content through this service and agree to avoid disrupting each other's network linked to this service.
10. Prospective partner is fully aware that any attempt to hack into the computer system for the purpose of manipulating Telkomsel's data is an illegal act and shall be subject to sanction pursuant to the prevailing laws and regulations.
11. Prospective partner agree that information related to partner may be displayed on DIGIPORT, including service performance and partner profile.

#### **IV. User ID Usage Responsibility**

1. Prospective partner are responsible for the confidentiality of their respective User ID and password, as well as for the data update and other activities involving their respective User ID.
2. Prospective partner agree to promptly notify Telkomsel upon knowledge of any abuse of their User ID by other authorized party or in the event of security issues with their User ID;
3. Telkomsel has the right to consider that the use of your User ID and password as an access to this DIGIPORT application as an action performed solely by you and not by other unauthorized party.

#### **V. Electronic Mail**

During the registration process and data update, prospective partner and Telkomsel may communicate with each other via electronic mail.

#### **VI. Permission to Access Website**

1. You are given the access to this DIGIPORT for the following purposes:
  - a. Display DIGIPORT website page on the web browser application.
  - b. Downloading certain page on DIGIPORT for business process of both parties.
  - c. Printing certain pages from the DIGIPORT website.
  - d. You may only use our website for the purpose of your own business, and you must not use the DIGIPORT website for any other purpose.
2. In using this DIGIPORT, you are not allowed to:
  - a. Re-display the material on the DIGIPORT, including publishing it on any other website.
  - b. Use and spread any information material from DIGIPORT for commercial purposes.
  - c. Any breach of these rules, Telkomsel has the right to limit access to certain pages of DIGIPORT and you are not allowed to access these page.

#### **VII. Acceptable access**

1. When using and/or accessing DIGIPORT, you are not allowed to:
  - a. Use our site in any manner or take any action which causes or may cause any damage to the site or cause lower performance, availability or accessibility of the DIGIPORT website.
  - b. Use DIGIPORT in any manner which is unlawful, illegal, fraudulent or harmful.
  - c. Use our website to duplicate, store, transmit, use, publicize or distribute materials containing (or relating to) spyware, computer virus, Trojan horse, worm, key-stroke logger, root kit or otherwise in the form of malicious computer software.
  - d. Collect data in a systematic or automatic fashion (scraping, data mining and data extraction) from or in relation to our website without our prior written consent.

- e. Access or interact with the DIGIPORT website by using robot, spider or any other automatic devices.
2. You must ensure that all information you provide us through the DIGIPORT or in relation to our website is true, accurate, updated, complete and not misleading.

#### **VIII. Confidentiality of Information of Prospective Partner and/or Partner**

1. Prospective partner and/or partners who access DIGIPORT are required to provide valid and reliable identification data and information. Terms on the data and identity provided to Telkomsel through this DIGIPORT website are as follows:
  - a. Your identity will be kept strictly confidential by Telkomsel.
  - b. You may access and update the foregoing identity information on a periodical basis where necessary.
  - c. You are not authorized to seek information on the identities of other prospective partner and/or partners.
  - d. The data and identity you provided will be used by Telkomsel for cooperation purposes only and not for any other purpose without your prior approval.
2. Your data and identity may be used for purposes other than the cooperation, as follows:
  - a. For statistics purposes (if necessary). Telkomsel has the right to provide a third party with registration data (the data provided by prospective partner on the registration form) and data on the use of Telkomsel services, save for a specific request from the prospective partner. The data does not include name, address, email address, bank account number and telephone/facsimile number;
  - b. For legal/investigation and/or audit purposes, Telkomsel has the right to provide all required data on a prospective partner.

#### **IX. Evaluation on Partner's Performance**

1. Telkomsel will perform periodic evaluation on Partners' performance based on the following criteria:
  - a. Services, including complaint handling;
  - b. Service performance's;
  - c. Service quality, including SLA (Service Level Agreement) delivery;
  - d. Price;
  - e. If the result of evaluation on Partner's performance is not satisfactory, Telkomsel has the right to terminate the membership of such Partner.

#### **X. Limitation of Guarantee**

1. Telkomsel does not guarantee any of the following:
  - a. Completeness or accuracy of information on the DIGIPORT;
  - b. Whether or not the materials on the website or application are up to date; or
  - c. Whether or not the website or any service on the DIGIPORT will remain available.
2. Telkomsel has the right to discontinue and/or alter any or all services on the DIGIPORT at any time without prior notice, and you are not entitled to any compensation or other payments in relation to the discontinuation or alteration of any service on the DIGIPORT.

## **XI. Liabilities and Risks**

1. Telkomsel cannot be held liable for any consequences arising due to delayed receipt of registration data submitted by prospective partner or due to any other reason caused by any disruption on the connection network used by this site.
2. The DIGIPORT is merely a media which provides service access for prospective partner wishing to apply as a partner of Telkomsel.
3. All information, verbal or written, issued by Telkomsel in relation to the provision of this service cannot be used as a guarantee by the Partners. Partners agree to use this service and solely assume all risks associated with such use.
4. This service is provided based on the available scope of service (as-is). Telkomsel does not guarantee that this service will meet all of the requirements requested by prospective partner, nor does it guarantee that this service will continue to be free from any disruption, punctual, safe or without error.
5. Telkomsel also does not guarantee the final result achieved from any use of this service. Telkomsel, however, will continue to enhance and improve the accuracy and reliability of as well as correct any weaknesses found in the software used for this service.
6. Telkomsel cannot be held liable for any inadvertent damage occurring directly or indirectly, which causes the service to be unavailable or any cost to arise.
7. Telkomsel cannot be held liable for any transmission of message and/or any transaction entering through this service network from unauthorized access, which may result in certain consequences including, but not limited to, loss of profit, data or any other intangible matters, even after Telkomsel has informed prospective partner of such potential loss.

## **XII. Limitations and Exclusions**

1. Insofar that the DIGIPORT website and the information and services thereon are available for free, Telkomsel will not be liable for any form of loss or damage.
2. Telkomsel will not be liable to you for any losses arising from any event or situation beyond the reasonable control of Telkomsel.
3. Telkomsel will not be liable to you for any business loss, including loss of or damage to profit, income, business or contract.
4. Telkomsel will not be liable to you for any loss of or damage to data, database or software.
5. Telkomsel will not be liable to you for any special, indirect or consequential damage or loss.

## **XIII. Deletion or Freezing of Partner**

1. Telkomsel has the right to unilaterally delete and/or freeze the registration data if you are deemed to have failed to meet or comply with the requirements.
2. Telkomsel has the right to delete and freeze the data on the DIGIPORT either with or without prior notice to you.
3. Your membership in the DIGIPORT application as Telkomsel's e-procurement website will expire in any of the following events:
  - a. You deliver a notice of membership termination in writing or by e-mail to Telkomsel and have received a confirmation email on the revocation of Partner membership.
  - b. Based on the internal policy of Telkomsel.
  - c. You are deemed to have breached any term determined by Telkomsel.
  - d. Other terms determined in due course.

4. Telkomsel is not obligated to you or any other third party in the event of forced deletion or freezing of registration data.

#### **XIV. Dispute Settlement**

1. The prospective partner hereby acknowledges and agrees that any dispute which may arise between Telkomsel and you must be settled by way of deliberations to achieve consensus. If no consensus is achieved, you agree to settle the dispute in accordance with the prevailing Indonesian laws and regulations.
2. This DIGIPORT disclaimer page is drawn up in two languages, Indonesian and English. In the event of any inconsistencies in construction between the two versions, the Indonesian version of the disclaimer page will prevail.

#### **XV. Indemnities**

The prospective partner agree to assume all risks if any error in information or misuse of this service by the prospective partner gives rise to any third-party claims, including to indemnify Telkomsel and its group, affiliates and employees against all potential losses (including legal fees).

#### **XVI. Amendment to Terms**

1. Telkomsel may amend, add or vary these terms at any time with prior notice for your approval, or without prior notice.
2. You hereby express your agreement to be subject to and comply with any amendment to the terms of this DIGIPORT application (if any). Therefore, we advise you to access this page on a periodical basis to keep yourself updated with any changes (if any).
3. Any amendment to the terms shall apply to the use of DIGIPORT as of its publication date on the DIGIPORT website.
4. If you do not wish to be bound by certain amended terms, you may notify Telkomsel of your objection through the provided email or terminate your membership as a service Partner of Telkomsel.

#### **XVII. Prospective Partner Statement**

1. Prospective partner stated that they are not involved in the case of criminal and/or civil law and also not in bankruptcy;
2. Prospective partner admit and agree that Telkomsel have a right not to process or reject the company registration without any responsibility to give any explanation and you are agree to not to file a claim to Telkomsel;
3. Prospective partner admit and agree that Telkomsel have absolute and inviolable decision for this registration process.