

## TERMS OF SERVICE

PLEASE READ THE FOLLOWING SERVICES PRIOR TO USING BIWABIT.COM, IOT.BIWABIT.COM, KITANG.WEB.APP, KITANG APP (COLLECT 'SITES') OR USING OUR MOBILE APPLICATION (OUR APPLICATION). BY USING OUR APPLICATION, OR ACCESSING ANY PAGE ON OUR SITE, YOU AGREE TO BE CONSIDERED BY CURRENT VERSIONS OF THE TERMS OF OUR PRIVACY SERVICES AND POLICIES.

### 1. General

Welcome to the website of the Biwabit software developer and the Kitang Application or the KITANG App ('Kitang Application', 'we', 'us'). Kitang provides drinking water reminder services that motivate and empower users to drink water for better health. Users who register accounts through the Site, or who download and install our Application (hereinafter the Site and Application may be collectively referred to as 'Services').

### 2. Acceptance of Terms of Use

We ask that you review and comply with these Terms and Conditions, our Privacy Policy, and other terms and conditions that may appear on the Site from time to time. Your use of the Service constitutes your agreement to these Terms and Conditions, and we reserve the right to revise these Terms and Conditions at any time without notice to you. When we make revisions, we will post them on the Site and will be effective as soon as they are posted. You agree to check this section periodically for changes to the Terms and Conditions. USE OF CONTINUOUS SERVICES AFTER ANY REVISION POSTING MUST CONSIDER YOUR AGREEMENT WITH MODIFIED TERMS AND CONDITIONS. If you do not agree to these Terms and Conditions, please do not use the Service.

This service is offered and is available for users who are 13 years of age or older. By using the Service, you represent and guarantee that you are old enough to form a binding contract with Biwabit and the KITANG application and fulfill all previous eligibility requirements. If you do not meet all of these requirements, you may not access or use the Service.

The Services and Content are intended only for your personal and non-commercial use. Any use of the Service or its Content other than for personal and non-commercial purposes is strictly prohibited.

### 3. What We Have

Unless stated otherwise, all materials and services available on the Site or through the Application, and all materials and services provided by or through the Service, its affiliates, subsidiaries, employees, agents, licensors or other commercial partners include, but are not limited to, software, all information text, software documentation, design and 'look and feel,' layout, photos, graphics, audio, video, messages, interactive and instant messaging, designs and functions, files, documents, images, or other materials, whether posted publicly or transmitted privately and all derivative works (collectively, 'Content') are the intellectual property of Biwabit and KITANG App, our licensors and our contributors. Content is protected by copyright, trademark, trade dress, and other applicable national or international intellectual property laws. All Biwabit trademarks and service marks, logos, slogans and slogans and the KITANG App are the property of Biwabit. All trademarks, service marks, logos, slogans and other slogans are the property of their respective owners. Except where specifically specified herein, nothing can be interpreted as granting a license or the right to use trademarks, service marks, logos, slogans or slogans displayed on Biwabit and KITANG App without our written

permission, or written permission from third parties which can have trademarks, service marks, logos, slogans or taglines.

#### 4. Our License for You

Subject to this Agreement, Biwabit hereby grants you a limited, revocable, non-transferable and non-exclusive license to use the Service through a user identification reference provided by Biwabit ('User ID') to the extent, and only to the extent, necessary to access and use our Services in accordance with the provisions of this Agreement. This license does not permit you, and you agree not to: save, copy, reproduce, republish, modify, upload, post, translate, scrape, rent, lease, loan, sell, distribute, transfer, transmit, display, decompile, reverse engineer, reassemble, decompile, or attempt to find any programming code or any source code used in or with the Service or distribute any Service component other than as specifically permitted in this Agreement. You may not sell, assign, sublicense, provide security interests or attempt to transfer any rights in the Service, make derivative works based on or in any way exploit the Service commercially, in whole or in part, other than as expressly permitted in this Agreement. Any use of the Service for any purpose other than as specifically permitted here or without our prior approval or prior written approval from our licensors, as applicable, is expressly prohibited. We reserve all rights not expressly granted in this Agreement.

#### 5. Use of Services

We reserve the right to withdraw or change this Site, our Application, and any Services or materials we provide, including text messages and audio wellness content services, at our sole discretion without notice. We will not be responsible if, for any reason, all or part of the Site or Service is not available at any time or for any period. From time to time, we may restrict access to certain parts of the Site, or our Application, for users, including registered users.

To access the Service, you may be asked to provide certain registration details or other information, including a valid mobile number, and link your Apple Pay and Google Play accounts. It is a condition of your use of the Service that all information you provide on the Site to use the Service is true, current and complete. You agree that all information you provide to register with this Site or Application, including but not limited to through the use of interactive features, is governed by our Privacy Policy, and you agree to all actions we take in connection with your information consistent with the Privacy Policy we.

Buyers of our Premium subscriptions must pay a monthly or annual subscription before opening Premium content. All sales are final, and we do not offer refunds for our Premium subscription.

If you choose, or are given a username, password or other information as part of our security procedures, you must treat that information as confidential, and you may not disclose it to other people or entities. You also acknowledge that your account is private to you and agree not to provide others access to the Service using a username, password, mobile number or other security information. You agree to notify us immediately of unauthorized access to or use of your username or password or other breach of security. You also agree to ensure that you leave your account at the end of each session. You must be careful when accessing your account from a public or shared computer so others cannot see or record your password or other personal information.

We have the right to deactivate any username, cellphone number associated with the account, password or other identifier, whether chosen by you or given by us, at any time in our sole discretion for any reason or without reason, including if, in our opinion, you have violated any provision of these Terms of Service or our Privacy Policy.

#### 6. Dependence on Information Sent

Information sent via Biwabit Services and the KITANG App, or presented on or through our Site or Application, is provided solely for general information purposes. We do not guarantee the accuracy, completeness, usefulness, or security of this information. Whatever dependency you place on the information is entirely at your own risk. WE DISCLAIM ALL RESPONSIBILITIES AND RESPONSIBILITIES ARISING FROM THE RELIABILITY MADE IN INFORMATION BY YOU OR OTHER VISITORS ON THIS SITE, OR BY ANYONE WHICH MAY BE GIVEN TO THE INFORMATION BY YOU OR OTHER VISITORS ON THIS WEB SITE, OR BY ANYONE WHICH MAY BE GIVEN TO THE INFORMATION BY YOU, OR OTHER VISITORS ON THIS WEB SITE, OR BY ANYONE WHICH CAN BE INFORMED ON THIS CONTENT, OR ANY OTHER VISITORS ON THIS WEB SITE, OR BY ANYONE WHICH CAN BE INFORMED ON THIS CONTENT, OR OTHER VISITORS.

## 7. Content You Provide to Us

You are legally responsible for all information, data, text, software, music, sound, photos, graphics, videos, messages or other content that is uploaded, posted or stored in connection with your use of the Biwabit Service and the KITANG App. Biwabit is not responsible for your content. You hereby grant Biwabit a worldwide, royalty-free, non-exclusive license to administer and use Content to provide you with the Service, and hereby declare and warrant that you have all the rights necessary to grant us that license. You are responsible for any Content that may be lost or cannot be restored through your use of the Service. You are encouraged to archive your Content regularly and frequently. All information we collect on this Site, through our Application, or through your use of the Service is subject to our Privacy Policy. By using the Site, Application and Services, you agree to all actions taken by us in connection with your information in accordance with the Privacy Policy.

## 8. Geographical Limits

Service owners are based in Medan, North Sumatra - Indonesia. Access to the Service may be illegal by certain people or in certain countries. If you access the Service from outside Indonesia, you do so on your own initiative and are responsible for compliance with local laws and cellphone service provider fees and terms of service.

## 9. Pictures and Videos

Biwabit and KITANG App can send or display images, audio, and videos ('Material') from time to time. Types of Materials that are permitted to be accessed by Users on the Site include Materials assigned by the KITANG App, Materials embedded, Materials that we believe are protected by the Fair Use Doctrine, Materials from photo archives and video vendors, and Materials supplied to our staff or released to the public domain by public relations and marketing companies for press purposes.

## 10. Copyright Notification

If Biwabit and KITANG App publish material that you think violates your copyright, please email us at [contact@biwabit.com](mailto:contact@biwabit.com) and we will resolve your issue. We reserve the right, at our sole discretion, to delete any Content without prior notice.

## 11. Accuracy of Information

Although we strive for accuracy, information on the site sometimes contains errors or inaccuracies. Biwabit makes no guarantees about the truth or reliability of the site's content or any text messages we send to Users.

## 12. Email Correspondence

The email sent to the [@biwabit.com](mailto:@biwabit.com) email address, is considered ours. You can read more about this in our Privacy Policy.

## 13. Link

Our site will occasionally contain links to, and excerpts from, material from other sites. Biwabit is not responsible for the content or privacy practices of other sites. We encourage our users to be vigilant when they leave the Biwabit Site, and to read the privacy statements of any website that can collect personally identifiable information.

## 14. Information Security

There is no data transmission over the Internet that can be guaranteed to be 100% safe. As such, we cannot guarantee that your information will be absolutely safe. Biwabit and KITANG App have various protections - technical, administrative, and physical - to help protect against unauthorized access to, use, or disclosure of user information.

## 15. Legal Issues - Disclaimer and Limitation of Liability

EXCEPT AS CERTAIN TO THESE TERMS AND CONDITIONS, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SITE, CONTENT, PRODUCTS AND / OR SERVICES ON THE SITE OR IN OTHER PLACES ARE PROVIDED 'AS IS' AND IS AVAILABLE 'AS IS'. TO THE FULLEST EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY, INCLUDING, IN THESE TERMS AND CONDITIONS, MAY DISCLOSE ALL WARRANTIES, EXPRESS OR IMPLIED, RETURN TO THESE TERMS AND CONDITIONS, MAY DISCLOSE ALL WARRANTIES, EXPRESS OR IMPLIED, EXCLUDING THESE TERMS AND CONDITIONS, BY MAY DISCLOSE ALL WARRANTIES, EXPRESS OR IMPLIED, EXPRESSLY STATED TO THE REST, PROVISIONS, AND EXPRESSLY STATED IN THE TERMS, PROVISIONS, R DOES NOT REPRESENT OR WARRANT THAT THIS SITE WILL NOT BE INTERRUPTED OR FREE OF ERRORS, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE IS FREE OF VIRUSES OR WHATEVER. FURTHER, EXCEPT AS EXPRESSED IN THE TERMS AND CONDITIONS, THE REFLECTLY DOES NOT GIVE ANY GUARANTEE, OR STATEMENT OF THE ACCURACY, EXCLUSION, USEFUL, RELIABILITY, OR COMPLETENESS OF THE SITE, THE MESSAGES OR STATEMENTS ABOUT THE ACCURACY, CONTACTS, CONTACTS, CONTACTS, CONTENTS, CONTINUOUS TO THESE TERMS, CONTACTS, CONTACTS, CONTENTS, CONTINUOUS INFORMATIONS, CONTACTS, CONTENTS, CONTINUOUS INFORMATIONS, CONTACTS, CONTENTS, CONTINUOUS INFORMATIONS, CONTACTS, CONTACTS, CONTINUOUS INFORMATION, CONTACTS, CONTENTS, CONTINUOUS INFORMATIONS, CONTENTS, CONTENT , INFORMATION PROVIDED BY US OR OUR VENDORS, OR ITEMS OR OTHER MATERIALS ON THIS SITE OR RELATED TO THIS SITE. CAREFULLY NOT RESPONSIBLE FOR LIABILITY OR LIABILITY FOR (A) ANYTHING, ERRORS, ERRORS OR INCOMPATENCE OF CONTENT, PRODUCTS, SERVICES, INFORMATION, SITES, AND MATERIALS SET OR MADE THROUGH THE SITE, (B) PERSONAL DAMAGES OR PROPERTY DAMAGES, FROM ANY NATURAL, PRODUCING FROM YOUR ACCESS TO OR USE OF THE SITE, PRODUCTS, SERVICES OR PROPERTY DAMAGES, FROM ANY NATURAL, PRODUCING FROM YOUR ACCESS TO OR USE OF THE SITE, PRODUCTS, SERVICES OR DAMAGES, PROPERTY, FROM ANY NATURAL, PRODUCING

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NO PERSON (INCLUDING AGENTS, DEALERS, OR ACCEPTED REPRESENTATIVES) IS AUTHORIZED TO MAKE ANY STATEMENTS OR WARRANTIES RELATED TO THE SITE AND SERVICES RECEIVED, AND YOU AGREE AND ACCEPT THAT YOU DO NOT ACCEPT OR APPROVE.

IN NO EVENT WHATEVER BIWABITS OR SUBSIDIARIES, AFFILIATES, AGENTS, SUPPLIERS, PROVIDERS, MANUFACTURERS OR DISTRIBUTORS RESPONSIBLE FOR INDIRECT, SPECIAL, PUNISHMENT, INCIDENTAL, EXAMPLES OR RESULTS, INCLUDING, DISCLAIMERS, RESPONSIBILITIES, RESTRICTIONS, RESTRICTIONS, RESTRICTIONS, RESTRICTIONS, RESTRICTIONS, RESTRICTIONS, RESTRICTIONS, RESTRICTIONS, RESTRICTIONS, RIGHTS, WARRANTIES, ADVANTAGES, BUSINESS DISORDERS, OR LOSS OF BUSINESS OR GOOD OPPORTUNITIES, RISE FROM OR IN CONNECTION WITH (A) THE USE, OR INABILITY TO USE, THE SITE; (B) PROVISIONS OR FAILURE TO PROVIDE SERVICES, MATERIALS, CONTENTS, OR SOFTWARE AVAILABLE FROM, ON OR THROUGH THE SITE OR THE THIRD PARTY WEBSITE; OR (C) OTHER USER SITE BEHAVIOR, WHETHER BASED ON THE POSSIBILITY OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER WORDS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ASSUME FULL RESPONSIBILITY FOR THE USE OF THIS SITE. IMPROVE YOUR ONLY REFLECTION FOR SATISFACTION WITH ANY SITE OR CONTENT TO STOP USING THE WEBSITE. WHICH SAID, IF FOUND IN THE SITE WILL BE RESPONSIBLE TO YOU FOR ANY DAMAGES OR LOSSES WHICH ARE LIVED OUT OF OR IN THE RELATIONSHIP OF USE OF THIS SITE, ANY CONTENT, OR PURCHASE OF THE PRODUCT OR SERVICES IN ANY SECTION, OR THEREOF, 200.00 IN AGGREGATES.

## 19. Arbitration

For any disputes that you have with Biwabit, you agree to first contact us at [contact@biwabit.com](mailto:contact@biwabit.com) and attempt to resolve the dispute with us informally. If Biwabit has not been able to resolve a dispute with you informally, each of us agrees to settle claims, disputes or controversies (not including claims for court decisions or other equivalent assistance) arising from or in connection with or relating to these Terms in binding Arbitration by Danish Court and Copenhagen Court Regulations and Additional Procedures for Consumer Related Disputes then apply to AAA, except as specified herein. Unless you and Biwabit agree otherwise, arbitration will be conducted in the country where the Biwabit headquarters is located (Medan-North Sumatra, Indonesia). Each party will be responsible for paying the filing, administration and arbitrator fees in accordance with Indonesian law.

## 20. Termination

These Terms of Service apply unless and until terminated by you or Biwabit. You can terminate these Terms of Service as applicable to you at any time by stopping using the Site. Biwabit and KITANG App can terminate these Terms of Service at any time immediately and without notice, and therefore refuse you to access the Site, for any reason at its sole discretion; however, the provisions in these Terms of Service relating to intellectual property, compensation,

disclaimers, limitations of liability, and choice of law will continue to apply after termination of these Terms of Service.

#### 21. Entire Agreement

These Terms of Service (together with our Privacy Policy, which are expressly included here by reference and which can be accessed on this Site, and other provisions that may appear on the Site from time to time) contain the entire understanding and agreement between you, Biwabit and KITANG App in connection with your use of and access to this Site, and supersedes all previous agreements, terms, conditions and understandings, both written and oral, in connection with such use and access of Site No representation, statement or inducement, whether oral or written, is not contained in these Terms of Service (and other provisions that may appear on the Site from time to time) or the Privacy Policy will bind any party to this agreement. There are no additional or different terms or conditions that will be binding on us unless expressly agreed in writing by the Biwabit officer. No other representative has the authority to override, amend, amend or add to these Terms of Service. Before using this Site, please read all the referenced documents carefully.

#### 23. Severability

If any part of these Terms of Service is deemed invalid or unworkable, an invalid or unworkable portion must be modified in accordance with applicable law with provisions that best reflect the intentions of the original provisions, and the remainder of these Terms of Service will remain in full effect and effective. Reflectly's failure to insist or enforce strict performance by you on any provision of these Terms of Service will not be construed as waiver of any provision or right.

#### 24. Changes to our Terms of Service

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access and use of the Site thereafter. However, any changes to the dispute settlement provisions provided for in the Applicable Law and Jurisdiction and Arbitration above will not apply to disputes where the parties have actual notice on or before the date the changes are posted on the Site. Your continued use of this Website after posting a revised Terms of Service means that you accept and agree to these changes. You are expected to check this page from time to time so that you are aware of changes, because it binds you.

#### 25. Notification of Changes and Use of Terms of Service

We may give you notices relating to the Site and / or these Terms of Service by sending an e-mail to your last known e-mail address, and such notice will be deemed given and received on the day it was sent. The printed version of these Terms of Service and any notice given to you in electronic form or vice versa will be received in judicial or administrative proceedings based on or related to these Terms of Service at the same level and is subject to the same conditions as other business documents and initial records made and stored in print. You agree that any cause for action that you may wish to bring arises from or is related to these Terms of Service and / or the Site must begin within one (1) year after the cause of action arises. You may not use the Site or export Content that violates Indonesian export laws and regulations. If you access the Site from locations outside Indonesia, you are responsible for compliance with all local laws.