# **Terms of Use**

Sakuw is an app available on multiple platforms, developed and provided by PT UANG SAKU DARI IBU, Id. No.: 1310240035916, with its registered office at Kec. Karangpucung, Kab. Cilacap, Jawa Tengah Indonesia ("Provider"). The app helps users track and manage their personal finances, including analyzing income and expenses.

By using Sakuw and the related services provided through it (together referred to as "Sakuw"), you agree to these Terms. Once accepted, these Terms form a legally binding agreement between you and the Provider ("Agreement"). To be clear, this agreement is only between you and the Provider - no one else is involved.

Sakuw is available in a basic version free of charge, but it also offers paid subscriptions with extra features ("Paid features").

## **Acceptance**

These Terms set the rules for your legal relationship with the Provider and serve as the framework under which the Provider offers you account information services. You can always access the Terms through the distribution platforms or directly in the Sakuw app, and you can also request a copy by email in PDF form.

You can't use Sakuw unless you accept these Terms during the sign-up process by selecting "Accept" in the confirmation box. By using or accessing Sakuw in any way, you are also agreeing to these Terms.

You may only accept these Terms if you are at least 15 years old and legally able to enter into a contract. If you are under 18, you must have permission from your parent or legal guardian to accept the Terms and use Sakuw.

By accepting these Terms, you also confirm that you are not a "politically exposed person" as defined under Section 4 (5) of Act No. 253/2008 Coll. on anti-money laundering, as amended. If you don't meet this condition, stop meeting it later, or are unsure, you must contact the Provider by email at <a href="https://energy.new.com">https://energy.new.com</a>.

#### **Term and Termination**

This Agreement remains valid as long as you use Sakuw, unless you or the Provider end it. Termination always includes deleting your account.

You may end this Agreement at any time, for any reason, by contacting the Provider and deleting the Sakuw app. Please note that any purchases or fees already paid are non-refundable.

The Provider may also end this Agreement at any time, for any reason, by giving you at least 2 months' notice, unless both parties agree to end it sooner.

In certain situations under Indonesian law—such as suspected fraud, money laundering, terrorism financing, unlawful activities, or other violations of applicable regulations - the Provider may terminate this Agreement immediately without prior notice.

If your account is terminated due to a violation of these Terms, you will not receive any refunds.

## **Changes to the Terms**

We may update these Terms if laws or regulations change, if there are shifts in the financial services market, new technology, updates to our processes, or if it's required by business rules or needed to improve the quality of our services. These updates can cover things like how the Agreement works, how accounts are registered, or changes to paid features and pricing.

You'll be notified of any planned changes in advance through the app and by email (with the updated Terms attached as a PDF). The updated Terms will also be published 2 months before they take effect. By continuing to use Sakuw, you agree to the new Terms. If you don't agree, you can end the Agreement at any time without cost.

Sometimes a new version of the app may come out before the updated Terms officially take effect. In that case, you may need to accept the updated Terms to access all the features of the new version.

#### Your use of Sakuw

You should only use Sakuw in line with these Terms, for its intended purpose, and always follow the law as well as any third-party terms and conditions. Do not use Sakuw to do anything that could harm, disrupt, damage, or illegally access servers, networks, or services that belong to us or any third party.

## **Registration and User Account**

To use Sakuw, you'll need to sign up. You can register with your email, or through your Facebook or Google account. When you sign up, you agree to provide accurate and up-to-date information and keep it current. Keep your login details safe and private—you're responsible for everything that happens under your account. We may refuse registration or suspend your account at any time if needed.

#### **User content**

You can enter and upload texts, numbers, photos, or other content to Sakuw, or sync them with the app. You keep the copyright and any other legal rights to your content. By adding content, you give us a worldwide, nonexclusive, royalty-free license to use it in order to provide the service. This includes things like copying, reproducing, modifying, creating derivative works, publishing, displaying, uploading, transmitting, distributing, marketing, and sublicensing. You promise that you have all the rights and permissions needed to do this. The license lasts for as long as the copyright does, unless these Terms end earlier.

You're fully responsible for the content you provide to Sakuw and any outcomes that come from it. You must not upload or sync any content that's illegal, violates copyright, or infringes on the rights of others. Content that depicts violence, pornography, discrimination, racism, defamation, or anything else unlawful is also not allowed to be uploaded or shared with other users.

We don't review user content in advance, but we reserve the right to remove or block access to any content for any reason. We're not responsible for the accuracy of any content you add to Sakuw, sync with it, or that Sakuw generates based on your input.

Finally, you're the one responsible for backing up the content you upload or sync with Sakuw.

#### No professional advice

Based on your content (especially data from linked or synced payment accounts), Sakuw may provide you with personalized insights about your financial health—like stats, trends, or analyses—or show you commercial offers, such as ads. You understand and agree that these insights or offers are not professional financial, tax, accounting, or investment advice.

Sakuw does not make any promises or guarantees about them. We are not responsible for any loss or damage you or others may experience from relying on these insights or offers.

#### License and ownership

The Sakuw app, along with all rights to it including intellectual property, remains the property of the Provider or its licensors. These Terms do not give you any ownership rights, only the limited license described below.

As long as you follow the Terms, the Provider gives you a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use Sakuw and any paid features you've purchased. You can only use it on devices you own and control that run on the same platform (for example, an iOS device). This license is strictly for your personal, non-commercial use.

You are not allowed to rent, lease, lend, sell, transfer, redistribute, or sublicense the Sakuw app. Some third-party services or libraries included in Sakuw may be covered either by these Terms or by separate license terms from the third party.

Based on this license, you may not use Sakuw in any way other than through the official app. You also may not mine or extract data from Sakuw's databases, modify, reverse engineer, hack, decode, decrypt, decompile, disassemble, or create derivative works of the Sakuw app or any part of it. You must not try to get around any technology used to protect paid features.

Finally, you cannot remove or alter any copyright notices, proprietary labels, or legal markings included in the Sakuw app.

### **Hardware and System Requirements**

Details about the current hardware and system requirements for Sakuw, along with any technical restrictions or other limitations, can always be found on the platform-specific page of the app.

### **Maintenance and Support**

Sakuw is subject to a continuous development and Provider reserves the right, at its sole discretion, to update the Sakuw application, change the nature of Sakuw or modify or discontinue some of the features without prior notice to you. You acknowledge that Provider has no obligation to maintain or update Sakuw.

Provider does not guarantee an uninterrupted provision of the services. Sakuw or integrated third-party services may be temporarily unavailable due to the maintenance, certain technical difficulties, or other events that are beyond Provider's control.

If you have some questions, problems or suggestions, you can reach the Provider via contacts provided hereafter. However, you acknowledge that the support to nonpaying users of Sakuw is limited due to the limited capacity of the Provider.

#### **Premium Features and Prices**

Sakuw is always being improved, and the Provider may, at its own discretion, update the app, change how it works, or even remove certain features without prior notice. You understand that the Provider has no obligation to maintain or update Sakuw.

The Provider does not guarantee that the services will always be available without interruption. Sakuw or any third-party services it integrates with may sometimes be unavailable due to maintenance, technical issues, or other events outside the Provider's control.

If you have questions, issues, or suggestions, you can contact the Provider using the details provided below. Please note that support for non-paying users of Sakuw may be limited due to the Provider's capacity.

### **Payments and Refunds**

You can buy a subscription by tapping the "BUY" button in the purchase dialog, which shows the billing type, price, and term. By confirming the purchase, you agree to an additional agreement under these Terms. Because of how the purchase is made, the text of that agreement is not stored or available later.

Payment is due immediately once you finish the purchase. After the transaction is successfully processed, Sakuw unlocks the paid features right away. Subscriptions require an internet connection, which may come with extra charges depending on your provider.

If you buy a subscription, it will automatically renew for the same term unless you cancel before the current term ends. The subscription fee will be charged on the first day of the new term. You can cancel anytime — the change will take effect after your current subscription ends, and your Sakuw account will switch back to the free plan.

Payment methods may include credit or debit cards, digital wallets, mobile carrier billing, or other options provided by the platform you are using (such as Google Play or the App Store). Sakuw does not directly store or process payment information - all payments are handled securely by the platform or its authorized partners.

Refunds for in-app purchases are generally not available. If you believe you are eligible for a refund, you can request it through the platform where the purchase was made (Google Play, App Store, or other authorized payment providers) in accordance with their refund policies and Indonesian consumer protection law (UU No. 8 Tahun 1999 tentang Perlindungan Konsumen).

Refunds for in-app purchases are generally not available.

### **Trials**

Sakuw may offer subscriptions with a trial period at no cost. To start a trial, you will still need to provide your payment details. Once the trial ends, your chosen subscription plan will begin automatically unless you cancel before the trial period is over. The first payment will be charged on the day after the trial ends. By starting a trial and entering your payment details, you agree to possible future charges for the subscription.

## **Privacy**

By using Sakuw, you agree that we may process your personal data as needed to provide our services under these Terms. Details about how we handle and protect your data are explained in our **Privacy Policy**, which is part of these Terms. You can withdraw your consent for data processing at any time directly within the Sakuw app.

## **Warranties and Limitation of Liability**

To the maximum extent permitted under Indonesian law, Sakuw and its providers are not responsible for any direct, indirect, incidental, special, punitive, or consequential damages. This includes, but is not limited to, loss of data, profits, property damage, goodwill, or other economic losses resulting from the use of, or inability to use, Sakuw or any third-party services connected to it.

This also covers issues such as downtime, cancellations, changes, hacking, failures, malfunctions, or other errors in Sakuw or integrated services — even if we have been advised of the possibility of such problems.

These limitations do not apply in cases of fraud, misrepresentation, gross negligence, personal injury, or death, where liability cannot be excluded under Indonesian law. In any event, our total liability to you will not exceed the amount you have paid (if any) for using Sakuw in the twelve (12) months before the claim arose, or **five (5) times the subscription fee you paid for Sakuw during that period**, whichever is lower.

You agree that the use of Sakuw and any third-party services linked to it is entirely at your own risk. The risks related to quality, performance, accuracy, security, or fitness for a particular purpose remain with you. To the fullest extent allowed by law, Sakuw and its integrated services are provided on an "as is" and "as available" basis, without any express or implied warranties other than those expressly set out in these Terms.

Some rights and remedies under Law No. 8 of 1999 on Consumer Protection cannot be excluded. Therefore, parts of this section may not apply to you if prohibited by Indonesian consumer protection law.

### Indemnification

You agree to indemnify and hold Sakuw, its directors, officers, employees, and representatives harmless from any and all third-party claims related to your use of Sakuw and any integrated third-party services. This includes any liability or expenses resulting from claims, damages (direct or indirect), lost profits, lawsuits, judgments, legal fees, and other costs.

### **Third-party Services**

Sakuw may integrate or include third-party services or content such as Facebook Login, Foursquare API, or Spectre API. You understand that other terms and conditions (including privacy policies) may apply when using these services, and Sakuw does not guarantee their availability. You're responsible for following any applicable third-party terms. Just because Sakuw integrates these services does not mean those third parties endorse Sakuw.

#### iOS Platform

If you're using Sakuw on an iOS device, the following applies:

- These Terms are between you and Sakuw, not Apple. Sakuw is responsible for the app and its content (excluding user content).
- Your license is limited to using Sakuw as allowed under the App Store Terms of Service, including Family Sharing if applicable.
- Sakuw, not Apple, is responsible for maintenance and support. Apple has no obligation to provide any support.
- If the app fails to meet a warranty, you may notify Apple for a refund of the purchase price. Beyond that, Apple has no warranty obligations. Any other claims, losses, or expenses are Sakuw's

  \*\*Temporal billing\*\*

  \*\*Temporal billing\*\*
- Sakuw, not Apple, is responsible for handling claims related to the app, including product liability, legal
  or regulatory compliance, and consumer protection issues.
- If a third-party claims Sakuw infringes on intellectual property rights, Sakuw, not Apple, will handle the
  defense and resolution.

- You agree that Apple and its subsidiaries are third-party beneficiaries of these Terms, and Apple has the right to enforce them against you.
- Subscriptions renew automatically unless auto-renew is turned off at least 24 hours before the end of
  the current billing period. Your account will be charged for renewal within 24 hours of the period
  ending, and you'll see the renewal cost. You can manage subscriptions and turn off auto-renewal in
  your account settings.

### **Export Control**

You confirm that you're not located in a country under a U.S. Government embargo, identified as supporting terrorism, or listed on any U.S. Government list of prohibited or restricted parties.

#### **Consumer Information**

Consumer protection oversight in Indonesia is handled by **Badan Perlindungan Konsumen Nasional (BPKN)** and the **Directorate General of Consumer Protection and Trade Compliance (Ditjen PKTN), Ministry of Trade of the Republic of Indonesia**.

If you and Sakuw cannot resolve a consumer dispute directly, you may file a complaint through the official consumer protection channels:

- Badan Perlindungan Konsumen Nasional (BPKN)

Address: Jl. Ml Ridwan Rais No. 5, Gambir, Jakarta Pusat 10110, Indonesia Website: www.bpkn.go.id

Direktorat Jenderal Perlindungan Konsumen dan Tertib Niaga (Ditjen PKTN)

Address: Kementerian Perdagangan RI, JI. M.I. Ridwan Rais No. 5, Jakarta Pusat 10110, Indonesia Email: contact.us@kemendag.go.id

Website: www.kemendag.go.id

## **Governing Law and Disputes**

Unless required otherwise by applicable local law, these Terms and any disputes or claims related to them will be governed by the laws of the Republic of Indonesia. Any court disputes will be handled by the courts with jurisdiction based on Sakuw's registered office address.

### Severability

If any part of these Terms is found to be invalid or unenforceable, it won't affect the rest. The remaining parts will still apply. If possible, the invalid part will be applied as far as the law allows, or replaced with something valid that's as close as possible to the original intent.

### Language

English is the official language for communication between you and Sakuw. All information about Sakuw is provided in English, and these Terms are available only in English. Any additional agreements under these Terms will also use English as the controlling language.

#### **Complaints and Contact Information**

If you have any questions, complaints, or claims about Sakuw, you can reach us at:

PT. UANG SAKU DARI IBU ld. No.: 1310240035916

Registered office: Kec. Karangpucung, Kab. Cilacap, Jawa Tengah, Indonesia 53255

Email: hello@sakuw.com