

Terms & Conditions for Bindcover

Welcome to BINDCOVER!

This Terms and Conditions (“Terms”) is an agreement between Users (“You, Your or Yourself”) and PT BCI Digital Asia (“We, Us, or Our”), a limited liability company established and legally operating under the laws of the Republic of Indonesia and domiciled in DKI Jakarta, Indonesia. This Terms governs Your access and use of Our Platform on www.Bindcover.com (“Platform”). By using our Platform, you agreed that we are providing service to you to facilitate underwriting and insurance closing process (“Service”). Please read this Terms before you begin using our Platform.

1. Use of the Platform

- a. Before using Platform, You must agree to this Terms and Privacy Policy.
- b. Register Yourself by providing information We need. When registering, We will ask You to provide **Full Name, Company, E-mail, Contact Number, Password, B-Pin and your Role**. By providing the information, You agree We may use any information to Us or which we hold about you (whether in connection with the use of Platform or otherwise) but only as required to provide Service to you.
- c. By registering yourself, you will have an Account to use our Service based on the actual information (“Account”).
- d. The use of platform instructions. You agree to comply with any instructions we notify to you at any time in connection with the use of the Platform or the security of the Platform. We will never contact you to ask for your Password(s) or logon information. You agree not to use the Platform for illegal purposes.
- e. Our Rights in the Service. You acknowledge and agree that We owns all rights in the Service and the content displayed on our site(s). You are only permitted to use this content in connection with the Service. You may not copy, reproduce, distribute, or create derivative works from this content. You also agree not to reverse engineer or reverse compile any of our technology, including but not limited to, any Java applets associated with the Service.

2. Platform Security

The following provisions are for the benefit and security of all users of the Platform.

- a. Provide Us accurate information. You agree to provide true, accurate, current and complete information about You as it is requested. You also agree to keep your account information up to date and accurate at all times.
- b. When provide us the information, you also need to create password to proceed each important activities (“B-PIN”). You are responsible for maintaining the confidentiality of your B-PIN and must not be disclosed to anyone. We will not be liable for any loss that you may incur as a result of someone else using your B-PIN in your Account.
- c. Immediately notify Us upon knowing or suspecting that Your Account has been used without Your knowledge and consent. We will take actions We consider necessary and We may do toward that unconsented use.

3. Your Account

Collection, storing, processing, use and sharing of Your personal information, such as Your name, electronic mail address, and mobile phone number You provided when opening an Account are subject to the Privacy Policy ([bikin hyperlink](#)), which is an integral part of this Terms of Use.

4. Restrictions and Discontinuance

- a. Restrictions of the Service. On behalf the use of the Platform, You are prohibited from providing data and/or information that does not match the actual data and/or information; You are prohibited to give access to the Account for third parties or other parties; and you are prohibited to change and/or duplicate this Platform’s program.
- b. Discontinuation of the service. We reserve the right to discontinue, temporarily or permanently, the Service at any time either with or without notice if you are in breach of these Terms or the terms of any other agreement with us or if you no longer meet our qualifying criteria or if there is a suspected breach of security or if we need to carry out maintenance or if for commercial, legal or regulatory reasons, we consider at any time the provision of the Service is no longer viable.

5. No Warranties, Limitation to Our Liability and Indemnity

- a. NO WARRANTIES. We will take reasonable care to ensure that any information provided to you through your use of the Service is an accurate reflection of the information contained in our computer systems, or where the information is provided by a third party, accurately reflects the information we receive from that third party. Due to the nature of the Service and to circumstances beyond our reasonable control, YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK AND THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT GUARANTEE THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE AND TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION OR ANY APPLICABLE CODE, THE SERVICE IS PROVIDED WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. LIMITS TO OUR LIABILITY. YOU AGREE THAT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, REGULATION AND ANY APPLICABLE CODE, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORISED ACCESS TO THE SERVICE; (iii) STATEMENTS OR CONDUCT OF ANYONE IN THE COURSE OF PROVIDING THE SERVICE; OR (iv) ANY OTHER MATTER RELATING TO THE SERVICE.
- c. Indemnity. You agree to indemnify and fully compensate us and our service providers from any third party claims, liability, damages, losses, expenses and costs (including, but not limited to, legal fees) caused by or arising from your breach of these Terms or by your infringement of any of our intellectual property rights.

6. Your Statement

You represent and warrant that You are legally capable and have the right to bind Yourself to this Terms. You expressly waive any rights under the applicable laws to cancel or revoke any and all consents You provided according to this Terms of Use when You are deemed legally mature.

You represent and warrant that Your act of signing up, accessing or conducting other activities within the Platform have been approved by Your Company. You understand and agree that by using the Platform, all of information you give and actions you make are true.

You agree that all risks arising from the use of the Platform is entirely Your responsibility and You hereby agree to release Us from any claims regarding damages, interferences or other forms of system disruptions caused by unauthorized access by other parties. You expressly release Us, including but not limited to Our officials, directors, commissioners, and employees from any and all obligations, consequences, material or immaterial losses, claims, fees (including advocate fees) or legal responsibilities that arise or may arise due to Your violation of this Terms of Use.

7. Troubleshooting

If You experience a system failure, know or suspect that Your account has been hacked, used or misused by other parties, immediately report to Us so We may conduct necessary actions promptly to avoid use, misuse, or loss arises or may arise further.

To submit complaints, questions, objections, etc. (“Report”), You need to provide sufficient information, including but not limited to, facts summary, evidence You may have, order number and personal information, such as electronic mail address and registered mobile number. The report has to be sent to support@bindcover.com

8. Miscellaneous

You fully understand and agree that this Terms constitutes Your action of pressing the ‘register’ button when signing-up an Account or the ‘log in’ button when logging-in to Your Account is Your active consent to enter into an agreement with Us that this Terms and **Privacy Policy** are legally valid and binding and shall continue so long as You our Platform. You shall not sue nor object the validity of this Terms or the **Privacy Policy** which are made in the electronic form.

If you do not comply with or violate the provisions of this Terms of Use, and We do not take direct action, it does not mean that We waive Our rights to take necessary actions in the future. Unenforceability of any of the conditions herein will not affect the enforceability of other provisions.

This Terms of Use is governed by the laws of the Republic of Indonesia. Any and all disputes arising from the use of Our Platform or Services shall be resolved by Indonesian National Board of Arbitration.