

# Terms Of Services

These Terms of Service ("Terms") govern your use of the services provided by Media Cloud Indonesia ("MCI"), including but not limited to domain name registration services, hosting services, website making services, and internet services (collectively referred to as "Services"). By accessing or using our Services, you agree to be bound by these Terms.

## 1. ACCEPTANCE OF TERMS

By using our Services, you agree to be bound by these Terms, our Privacy Policy, and any additional terms and conditions that may apply to specific Services.

## 2. ELIGIBILITY;AUTHORITY

This Site and the Services are available only to individuals or entities ("Users") who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are (i) at least eighteen (18) years of age, (ii) otherwise recognized as being able to form legally binding contracts under applicable law

If you are entering into this Agreement on behalf of a corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this Agreement, in which case the terms "you", "your", "User" or "customer" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, MCI finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this Agreement, including, but not limited to, the payment obligations. MCI shall not be liable for any loss or damage resulting from MCI's reliance on any instruction, notice, document or communication reasonably believed by MCI to be genuine and originating from an authorized representative of your corporate entity. If there is reasonable doubt about the authenticity of any such instruction, notice, document or communication, MCI reserves the right (but undertakes no duty) to require additional authentication from you. You further agree to be bound by the terms of this Agreement for transactions entered into by you, anyone acting as your agent and anyone who uses your account or the Services, whether or not authorized by you.

## 3. REGISTRATION AND ACCOUNT SECURITY

In order to use certain Services, you may be required to create an account. You agree to provide accurate and complete information during the registration process and to keep your account information updated. You are responsible for maintaining the security of your account and password, and you agree to notify us immediately of any unauthorized access to or use of your account.

## 4. FEES & PAYMENT

You agree to pay all fees associated with the Services in accordance with the pricing and payment terms provided to you. Prices are subject to change at any time, and any changes will be communicated to you in advance. Failure to pay fees may result in the suspension or termination of your access to the Services.

## 5. DOMAIN NAME REGISTRATION

If you register a domain name through our Services, you agree to comply with the terms and conditions of the domain registrar, as well as any applicable laws and regulations governing domain name registration. You acknowledge that we do not guarantee the availability of any domain name, and we are not responsible for any disputes regarding domain name ownership.

## 6. WEBSITE MAKING SERVICES

Our website making services may include tools and templates to help you create and customize your website. You are solely responsible for the content of your website, and you agree not to use our Services to publish any unlawful, infringing, or otherwise objectionable content, failure to comply may result in suspension or termination of your account and domain name.

## 7. HOSTING SERVICES

We provide hosting services to store and serve your website content. You agree not to use our hosting services for any illegal or unauthorized purpose, and you acknowledge that we may suspend or terminate your hosting account if you violate these Terms.

## 8. INTERNET SERVICES

Our internet services may include tv, email, connectivity, and other related services. You agree to use these services in compliance with applicable laws and regulations, and you acknowledge that we may monitor your use of these services for security and compliance purposes.

## 9. AVAILABILITY OF WEBSITE/SERVICES

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Service on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

## 10. INTELLECTUAL PROPERTY

You retain ownership of any content you create or upload using our Services. By using our Services, you grant us a worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and distribute your content for the purpose of providing the Services.

## 11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, we disclaim any and all liability for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with your use of the Services, including but not limited to loss of data, loss of revenue, or loss of profits that may result from (i) the accuracy, completeness, or content of this site, (ii) the accuracy, completeness, or content of any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (iii) the services found at this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (iv) personal injury or property damage of any nature whatsoever, (v) third-party conduct of any nature whatsoever, (vi) any unauthorized access to or use of our servers and/or any and all content, personal information, financial information or other information and data stored therein, (vii) any interruption or cessation of services to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (viii) any viruses, worms, bugs, trojan horses, or the like, which may be transmitted to or from this site or any sites linked (through hyperlinks, banner advertising or otherwise) to this site, (ix) any user content or content that is defamatory, harassing, abusive, harmful to minors or any protected class, pornographic, "x-rated", obscene or otherwise objectionable, (x) any loss or damage of any kind incurred as a result of your use of this site or the services found at this site, whether based on warranty, contract, tort, or any other legal or equitable theory, and whether or not MCI is advised of the possibility of such damages, and/or (xi) any auto-generated outputs created using the services. In addition, you specifically acknowledge and agree that in no event shall MCI's total aggregate liability exceed \$1,000.00 U.S. dollars.

## 12. INDEMNIFICATION

You agree to indemnify and hold harmless MCI, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses arising out of or in any way related to your use of the Services.

## 13. TERMINATION

We reserve the right to suspend or terminate your access to the Services at any time for any reason, without prior notice or liability. Upon termination, your right to use the Services will immediately cease, and you agree to cease all use of the Services.

## 14. CHANGES TO TERMS

We may modify these Terms at any time by posting the revised Terms on our Website and shall be effective immediately upon posting. Your continued use of the Services after the effective date of the revised Terms constitutes your acceptance of the revised Terms.

## 15. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of Indonesian Government, without regard to its conflict of laws principles.

## 16. CONTACT US

If you have any questions or concerns about these Terms, please contact us at [support@mediacloud.id](mailto:support@mediacloud.id). By using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you may not use our Services.