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TERMS AND CONDITIONS

Last Updated: 07 Feb. 24

These Terms and Conditions (the "**Terms and Conditions**") is made and entered into by and between PT. AISENSUM BIGDATA ANALYTICS ("**Aisensum**", "**we**", "**us**", or "**our**"), the owner of <https://aisensum.com/> and any other website under the 'aisensum.com' domain (the "**Platform**") and any person ("**User**", "**you**" or "**your**") who accesses and uses the Platform, agrees to these Terms and Conditions. By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the Platform.

Please read these Terms and Conditions, Privacy Policy, and Cookies Policy, which may be found at the Platform, and which is incorporated by reference into these Terms and Conditions. This Terms and Conditions is split into three (03) parts: Part A. General Terms and Conditions; Part B. Digital Marketing Services; and Part C. Artificial Intelligence Marketing Services.

By visiting, accessing, and/or using the Platform, we understand that you have fully read, understood, and accepted to be bound by these Terms and Conditions, whether or not you are a registered user or customer of the Platform.

If you do not agree with these Terms and Conditions, you must stop using or accessing the Platform immediately. Failure to use the Platform by these Terms and Conditions may subject you to civil and criminal penalties.

We reserve the right to update, change or replace any part of these Terms and Conditions and the amendments thereto shall take effect from their date of publication on the Platform.

PART A: GENERAL TERMS AND CONDITIONS

1 USE OF THE PLATFORM

1.1 License. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform for your personal or internal business purposes.

1.2 Prohibited Activities. You agree not to:

- a. Violate any laws, regulations, or third-party rights;
- b. Use the Platform in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Platform;
- c. Engage in any activity that could harm or damage the Platform, including introducing viruses, worms, or other malicious code;
- d. Attempt to gain unauthorized access to the Platform, user accounts, or computer systems or networks connected to the Platform;
- e. Modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Platform or any portion thereof;
- f. Remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on the Platform;
- g. Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access the Platform or extract data;
- h. Use the Platform for any illegal or unauthorized purpose.

2 INTELLECTUAL PROPERTY

2.1 **Ownership**. All content and materials available on the Platform, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, are the property of Aisensum or its licensors and are protected by copyright, trademark, and other intellectual property laws.

2.2 License Grant. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access the content and materials on the Platform for your personal or internal business purposes.

3 PRIVACY

3.1 Your privacy is important to us. Please review our Privacy Policy [[hyperlink to privacy policy](#)] to understand how we collect, use, disclose, and protect your personal information.

4 DISCLAIMER OF WARRANTIES

4.1 THE PLATFORM AND ITS CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

5 LIMITATION OF LIABILITY

5.1 IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PLATFORM.

6 GOVERNING LAW AND DISPUTE RESOLUTION

6.1 The terms contained in these Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Indonesia. Any dispute which may arise between the Parties pertaining to the implementation or interpretation of these Terms and Conditions shall be amicably settled,

failing which the courts in Indonesia shall have the exclusive authority to settle the same.

7 DISPUTE RESOLUTION

- 7.1 All disputes arising out of or in relation to these Terms and Conditions, including any question regarding its existence, validity, or termination, which cannot be amicably resolved by the Parties within thirty (30) days of being brought to their attention, will then be submitted to the Indonesian National Board of Arbitration (“**BANI**”) in Jakarta in accordance with the rules and procedures of BANI.
- 7.2 The venue/seat of arbitration shall be Indonesia and the language of arbitration shall be English. A dispute shall be deemed to have arisen when either Party notifies the other Party in writing to that effect. The decision of BANI will be final and binding on all the Parties.

8 MISCELLANEOUS TERMS

- 8.1 Waiver. The User hereby, with this reference, waives its right to take legal action against Aisensum, including without limitation, its representatives, licensees, marketers, and any other related parties for the breach of any of these Terms and Conditions. Notwithstanding the foregoing, the User shall in no way have deemed to have waived their right to any legal action resulting from any material breach of these Terms and Conditions and/or any obligations mentioned within these Terms and Conditions for which they ought to have a legal remedy under appropriate law.
- 8.2 Modifications to Terms. We reserve the right to modify these Terms at any time. All changes will be effective immediately upon posting on the Platform. Your continued use of the Platform after any such changes constitutes your acceptance of the new Terms.
- 8.3 Notice. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) or E-mail to Aisensum’s addresses as mentioned in

these Terms and Conditions and to the address of the User as provided to us by the User in writing at the time of registering on the Platform.

- 8.4 Entire Agreement. These Terms and Conditions along with all other notices, policies, disclaimers, and other terms as and when updated on the Platform, shall constitute the entire agreement between the Parties relating to the subject matter contained in these Terms and Conditions and supersede all prior or contemporaneous negotiations, commitments and understanding of the Parties whether oral, written or otherwise. However, in the event of a conflict between such other terms and the Terms and Conditions, these Terms and Conditions will supersede.
- 8.5 Successors and Assigns. These Terms and Conditions shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors, and assigns.
- 8.6 Relationship between Parties. Parties shall be considered independent of each other and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations, or commitments of any kind, nor to take any action which shall be binding on the other Party, except as may be expressly provided for herein or authorized in writing.
- 8.7 Confidentiality. Any communication between the Parties via external services (e.g., Google, WhatsApp, etc.) or via internal services on the Platform is confidential. However, your communication may be recorded to ensure quality of Service. Further, communication between the Parties may be monitored and recorded for marketing and training purposes and to ensure excellent customer service.
- 8.8 Assignment. Aisensum may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you.
- 8.9 Severability. Any provision of these Terms and Conditions will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but these Terms and Conditions will be

reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

- 8.10 Survivability. All clauses that logically ought to survive the termination of these Terms and Conditions shall survive.
- 8.11 Force Majeure. Aisensum shall not be liable for any failure or delay in performance of these Terms and Conditions, in whole or in part, where such failure or delay is caused by circumstances beyond our reasonable control, including but not limited to internet failures, computer, telecommunications or any other equipment failures, electrical power failures, acts of God, severe weather, fire, terrorism, vandalism or civil riots, war, civil disturbance, pandemics, labour activity, or strike, court order or any other cause outside our exclusive and direct control.
- 8.12 Headings. Headings used in these Terms and Conditions are provided for convenience only and shall not be used to construe meaning or intent.
- 8.13 Affirmation of Parties. The User affirms that they have entered into these Terms and Conditions freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in these Terms and Conditions and have read and understood the terms and conditions contained in these Terms and Conditions.
- 8.14 Gender and Plurals. Wherever used herein and required by the context, the singular number shall include the plural, the plural shall include the singular number, and the use of either gender shall include both genders and the words “hereof” and “herein” and “hereafter” shall refer to the entire Terms and Conditions and not to any provision or section.

9 CONTACT US

If you have any questions, concerns, or suggestions about these Terms and Conditions, you may contact us at contactus@aisensum.com.

You acknowledge that you have read, understood, and accepted to be bound by these Terms and Conditions.

PART B: DIGITAL MARKETING SERVICES

10 USE OF THE PLATFORM

- 10.1 Permitted Use. The Platform is intended for informational purposes and to showcase the digital marketing services offered by Aisensum. You may browse the Platform, view samples of Aisensum's digital marketing services, and schedule meetings with Aisensum through the Platform's scheduling system.
- 10.2 Meeting Scheduling. By scheduling a meeting through the Platform, you agree to provide accurate and complete information and to adhere to the scheduled meeting time. Aisensum reserves the right to reschedule or cancel meetings at its discretion.

11 HOW DO WE PROVIDE DIGITAL MARKETING SERVICES

Below we have outlined the process we follow to achieve customer business objectives.

- 11.1 Setting SMART Goals & KPIs. This involves establishing Specific, Measurable, Achievable, Relevant, and Time-bound goals, along with key performance indicators (KPIs) to measure progress towards those goals.
- 11.2 Creating Effective Media Plans. This step involves devising plans for advertising and marketing campaigns that are tailored to reach specific target audiences. It includes strategies for where and how to place advertisements, as well as budget allocation.
- 11.3 Guidance for Creative Development. This entails providing direction and guidelines to ensure that the content created for advertising purposes is engaging and effectively communicates the intended message to the target audience.
- 11.4 Timely Ad Placement. This ensures and involves timely advertisement placement and staying aware of seasonal changes and trends that may impact the effectiveness of advertising efforts.

- 11.5 Measuring Ad Platform Impact. This helps assess the effectiveness of various advertising platforms (such as social media, search engines, etc.) on sales and overall business objectives and determine which platforms are most effective and where adjustments may be needed.
- 11.6 Optimizing Progress with AI Platform. This involves utilizing artificial intelligence platforms to analyse data and optimize the progress of SMART goals. This involves using advanced algorithms to make data-driven decisions and adjustments to advertising strategies in real-time.

12 INTELLECTUAL PROPERTY

- 12.1 Ownership. All content and materials available on the Platform, including but not limited to text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, are the property of Aisensum or its licensors and are protected by copyright, trademark, and other intellectual property laws.
- 12.2 Use of Samples. You may view and download samples of Aisensum's digital marketing services for your personal or internal business use only. You may not reproduce, distribute, or otherwise use the samples for any commercial purpose without Aisensum's prior written consent.

13 USER CONDUCT

- 13.1 Prohibited Activities. You agree not to:
- a. Use the Platform in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Platform;
 - b. Engage in any activity that could harm or damage the Platform, including introducing viruses, worms, or other malicious code;
 - c. Attempt to gain unauthorized access to the Platform or its related systems or networks;
 - d. Use any robot, spider, scraper, or other automated means to access the Platform without Aisensum's prior written consent.

14 LIMITATION OF LIABILITY

- 14.1 NO WARRANTY. THE PLATFORM AND ITS CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. AISENSUM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 14.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL AISENSUM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE PLATFORM.

15 INDEMNIFICATION

- 15.1 You agree to indemnify, defend, and hold harmless Aisensum and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your use of the Platform or violation of these Terms.

16 DISCRETION AND NON-RELIANCE

- 16.1 You acknowledge and agree that the engagement of services provided by Aisensum is at your sole discretion. You further acknowledge that while Aisensum endeavours to provide accurate and reliable information on its website, it is understood that such information may not always be complete, current, or applicable to your specific circumstances.
- 16.2 Accordingly, You agree not to rely solely on the content available on the Platform when making decisions or taking action. You understand that individual circumstances may vary and that seeking personalized advice or consultation from qualified professionals is advisable before making any

significant decisions or taking any actions based on the information provided on the Platform.

- 16.3 By engaging in the services provided by Aisensum, You acknowledge to have read, understood, and agreed to the terms of this clause, and accept full responsibility for any consequences arising from your reliance on or use of the content available on the Platform.

PART C: ARTIFICIAL INTELLIGENCE MARKETING SERVICES

17 USE OF THE PLATFORM

- 17.1 Permitted Use. The Platform is intended for informational purposes and to showcase the AI marketing services offered by Aisensum. You may browse the Platform, learn about our AI marketing solutions, and schedule consultations or demos through the Platform's scheduling system.
- 17.2 Meeting Scheduling. By scheduling a meeting through the Platform, you agree to provide accurate and complete information and to adhere to the scheduled meeting time. Aisensum reserves the right to reschedule or cancel meetings at its discretion.

18 AI SERVICES PROVIDED

- 18.1 Aigen. This artificial intelligence generates images and videos that are personalized and hyper-realistic in record time. This artificial intelligence is used for artificial intelligence generated images, artificial intelligence generated videos, personalization, and cloning.
- 18.2 Advi. This artificial intelligence helps analyse content created by you or on behalf of you with other competing content and generates the score of your content on the basis of how it is going to perform, how to improve it and share insights on hooks, message delivery, and content quality.
- 18.3 Ailook. This artificial intelligence generates artificial intelligence models to wear your products. You can have multiple models of various nationalities/races, in different poses, and in multiple backgrounds. This artificial intelligence is used to create LookBooks, multiple race outputs, and change or remove backgrounds.
- 18.4 Aila. This artificial intelligence aids you in determining the right product to display to the right person through the right media channel. This artificial intelligence is used to understand, determine, and suggest the best trends, bundling options, and breakthrough products.

- 18.5 KOLA. This artificial intelligence guides you to find the right Key Opinion Leader (KOL) and provides recommendations on their messaging. This artificial intelligence is used to discover KOL and assist in preparing key messages and talking points for the KOL.
- 18.6 AiShop. This artificial intelligence assists you in selecting products based on occasions, feelings, conditions, and many other influencing factors to ensure the overall experience is enhanced for your targeted audience.
- 18.7 AiGame. This artificial intelligence helps you enhance customer experience by engaging them in quizzes, gamification, and custom Lookbooks.

19 INTELLECTUAL PROPERTY

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- 19.2 Use of Content. You may view content from the Platform for your personal or internal business use only. You may not reproduce, distribute, or otherwise use the content for any commercial purpose without Aisensum's prior written consent.

20 LIMITATION OF LIABILITY

- 20.1 NO WARRANTY. THE PLATFORM AND ITS CONTENT ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. AISENSUM DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 20.2 LIMITATION OF LIABILITY. IN NO EVENT SHALL AISENSUM BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES,

WHETHER INCURRED DIRECTLY OR INDIRECTLY, ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE PLATFORM.

21 INDEMNIFICATION

21.1 You agree to indemnify, defend, and hold harmless Aisensum and its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your use of the Platform or violation of these Terms.

22 DISCLAIMER FOR LIKENESS, RESEMBLANCE, OR SIMILARITY

22.1 Any likeness of voice, image, or video of a person, animal, living, or deceased, portrayed in the content is purely coincidental. Any resemblance to actual individuals, whether living or dead, is unintentional and purely coincidental. The content is created for entertainment or informational purposes only and does not intend to depict or represent any specific individual, entity, or situation. We do not endorse or condone the unauthorized use of anyone's likeness, and any similarities are entirely unintentional. Additionally, there is no intention to resemble characters from books, poems, movies, or shows, and any perceived similarities are purely coincidental.

23 DISCLAIMER FOR STORYLINES

23.1 The storyline presented in the advertisements is purely fictional and created for entertainment purposes. Any resemblance to actual events, persons, or situations, whether living or deceased, is purely coincidental. The content is not intended to depict or represent real-life occurrences, individuals, or entities. Additionally, there is no intention to resemble stories from books, poems, movies, or television shows. Viewer discretion is advised, and the storyline should be interpreted as a creative work of fiction. We do not endorse or promote any specific beliefs, actions, or ideologies portrayed in the advertisements.

24 DISCRETION AND NON-RELIANCE

- 24.1 You acknowledge and agree that the engagement of services provided by Aisensum is at your sole discretion. You further acknowledge that while Aisensum endeavours to provide accurate and reliable information on its website, it is understood that such information may not always be complete, current, or applicable to your specific circumstances.
- 24.2 Accordingly, You agree not to rely solely on the content available on the Platform when making decisions or taking action. You understand that individual circumstances may vary and that seeking personalized advice or consultation from qualified professionals is advisable before making any significant decisions or taking any actions based on the information provided on the Platform.
- 24.3 By engaging in the services provided by Aisensum, You acknowledge to have read, understood, and agreed to the terms of this clause, and accept full responsibility for any consequences arising from your reliance on or use of the content available on the Platform.