

For Indonesia Peer to Peer (P2P) Loan Users

PRIVACY POLICY

Last Updated 18 September 2022

This website is operated by PT Mediator Komunitas Indonesia, a licensed Information Technology-Based Lending and Borrowing Services company incorporated under the laws of the Republic of Indonesia, having its registered address at Menara Topas, 15th Floor, Jl. Mohamad Husni Thamrin No. 9, Central Jakarta, DKI Jakarta (hereinafter referred to as "**Crowdo**", "**we**", "**us**", or "**our**"). Crowdo is committed to protecting your personal information and your right to privacy as your privacy is very important to us. Thus, all information regarding such matters will be stipulated herein (hereinafter referred to as "**Privacy Policy**").

This Privacy Policy applies to us and/or User of Crowdo's mobile applications (whether on iOS and/or Android) and website (<https://crowdo.co.id/>) ("**Platform**") on collecting, using, disclosing, analyzing, transferring, opening, storing, modifying, removing and/or any form of managing in relation to any data or information, which identified or can be personally identified or combined with other information both directly and indirectly through an electronic system and/or non-electronic system ("**Personal Information**"), that is provided by the User to Crowdo or collected by Crowdo from the User or any third party, which will be further elaborated in Section I herein.

The Personal Information that you provide to us or is collected from User activity when accessing Crowdo, whether from now on or previously, will be used and processed and continued to be used and processed by Crowdo in accordance with this Privacy Policy.

If you have any comments, suggestions, complaints, or questions about our Privacy Policy, or our practices to protect and process your Personal Information, please contact us through the address as mentioned in Section XIV below.

When you visit our Platform and use our Services, you entrust us with your Personal Information. In this Privacy Policy, we seek to explain to you on what information we collect, how we use it, and what rights you have in relation to it. You understand and agree that this Privacy Policy is an integral part of the Terms of Use and Risk Warning. Unless otherwise defined, all capitalized terms that are not defined in this Privacy Policy have similar meanings as set forth in the Terms of Use.

We encourage you to read this Privacy Policy carefully as it is important to help you make informed decisions about sharing your Personal Information with us and accessing Crowdo's Platform. If there are any terms in this Privacy Policy that you do not agree with, please discontinue the access and use of our Platform and/or Services.

I. Collection of User's Personal Information

1. There are Personal Information that we require to collect to provide our Services through the Platform. Such collection of Personal Information includes but is not limited to the following:
 - a) Personal Information that we obtain directly from you during your registration through our Platform or information that you may provide us at the time you contact us, which may include your name, e-mail address, residential address, phone number;
 - b) Personal Information that we obtain from your use of the Services and access to the Platform that we use to identify you and verify you of your use of the Platform, including information related to the loan transaction made through the Platform;

- c) Personal Information that we obtain from credible third parties such as credit reference agencies related to the Borrower's creditworthiness and credit history;
2. We can collect your Personal Information if you voluntarily submit the information to us for the purpose of using our Services. If you choose not to submit your Personal Information to us or subsequently withdraw your consent to our use of your Personal Information, we may not be able to provide you with our Services.
3. You should be aware that we may automatically collect some of your Personal Information when you access the Platform as stipulated further in Section IX point 3.
4. Other than the above, for the purpose of implementing the 'know-your-customer' principle, we may collect the following additional Personal Information (e.g., first name, last name, date of birth, occupation, contact information, bank account, security data payment information, and other similar data that will be determined and informed from time to time by us. We may collect such additional information in various forms with purposes permitted under applicable laws and regulations).
5. You must only submit to us your Personal Information that is accurate and not misleading and you must keep it up to date as well as inform us of any changes (more information below). We reserve the right to request for documentation to verify the information provided by you. If you provide Personal Information of any third party to us, including but not limited to contact information of a third party for emergency contact purposes which will be used for credit scoring and/or loan collection, you warrant to us that you have obtained the required consent from the relevant third party to share and transfer his/her Personal Information to us.

II. Use and Disclosure of User's Personal Information

1. The Personal Information that we collect from you may be used or shared with third parties (including but not limited to our affiliated companies and third party service providers whom we cooperate with) as permitted by applicable laws and regulations, including but not limited to the following:
 - to facilitate your use of the Services (as defined in the Terms of Use) and/or access to the Platform;
 - to process transaction(s) you submit through the Platform;
 - to update you on the status of the transaction(s);
 - to notify you of any updates of the Term of Use, Privacy Policy, Services on the Platform;
 - to allow banks, financial entities, or authorized third party service provider whom we cooperate with to perform limited checks on your financial status in our database or the Services;
 - to carry out anti-money laundering and prevention of terrorism funds in the financial services sector;
 - to improve and optimize our Services;
 - to detect, prevent and deny any unlawful acts against or by you;
 - to help us detect and fight abuse, malicious acts, fraud, spam, and illegal activity on the Platform;
 - to compare information, and verify with the authorized third party service provider whom we may cooperate with to ensure that the information is accurate;
 - to manage and process your Account;

- to verify and carry out financial transactions in relation to transaction you make through the Platform;
 - to audit the downloading of data from the Platform;
 - to improve the layout and/or content of the pages of the Platform and customize them for User;
 - to identify User on the Platform;
 - to carry out research on User's demographics and behavior;
 - to conduct loan collection activity as required;
 - to call and/or send you our marketing and/or promotional Materials from time to time;
 - to use your contact information to send newsletters from us and from our related companies; and
 - to comply with the applicable laws and regulations.
2. Crowdo will maintain the confidentiality of your Personal Information. However, you agree that Crowdo may disclose your Personal Information to parties deemed necessary by us related to our Services and/or for regulatory compliance purposes, including but not limited to the following parties:
- a. directors, commissioners, employees, and/or affiliates of Crowdo;
 - b. authorized third party service providers whom Crowdo cooperates with, among others:
 - 1) payment service provider;
 - 2) electronic signature service provider;
 - 3) electronic know-your-customer service provider;
 - 4) messaging-as-a-service API provider;
 - 5) credit scoring service provider; and
 - 6) web and mobile analytics provider.
 - c. Fintech Data Center (FDC) which was established by the Indonesian Joint Funding Fintech Association (*Asosiasi Fintech Pendanaan Bersama Indonesia*);
 - d. Pefindo; or
 - e. the authorized governmental institution in accordance with the Indonesian law.
3. The purpose of disclosing Personal Information to parties as stated in Section II points 2 (a) and (b) above is for completing a transaction with you, managing your Account and our relationship with you, marketing and fulfilling any legal or regulatory requirements and requests as deemed necessary by Crowdo. In sharing your Personal Information with them, we endeavor to ensure that such parties keep your Personal Information secure from unauthorized access, collection, use, disclosure, or similar risks and retain your Personal Information only for as long as they need your Personal Information to achieve the abovementioned purposes. However, we still encourage you to check and read carefully each of the respective parties' privacy policy to gain an in-depth understanding on the protection of your Personal Information.
4. In exceptional circumstances, Crowdo may be required to disclose your Personal Information, such as when there are legal grounds based on order, instruction, direction to disclose from the governmental institution and/or law institution for the purpose of law enforcement or for fulfillment of legal and regulatory requirements and requests.
5. As Crowdo is committed to protecting your Personal Information in accordance with the applicable laws and regulations of data protection in Indonesia, if Crowdo intends to disclose your Personal Information to parties other than those mentioned in Section II point 2 above,

Crowdo will notify you and seek prior approval and/or consent (in any form) through your e-mail and/or Account on the Platform regarding such intention to disclose.

6. Considering that your Personal Information is very important to us, in disclosing or transferring your Personal Information to parties as mentioned in Section II point 2 above located overseas (as relevant), Crowdo will take legal steps as obligated in accordance with the applicable laws and regulations regarding data protection in Indonesia, and Crowdo will ensure that the receiving jurisdiction has in place Personal Information protection standards.

III. Retention of User's Personal Information and Withdrawal of Consent

1. You understand and agree that your Personal Information will be retained to fulfill the business purpose for its collection, to provide you with the Services, to protect your rights, or for as long as such retention is required or authorized by the applicable laws and regulations regarding data protection in Indonesia. For the avoidance of doubt, the retention term of Personal Information stored by Crowdo is a minimum period of 5 (five) years or as long as necessary to protect the interests of Crowdo as deemed necessary or when required by the applicable laws and regulations.
2. You understand that we may share your Personal Information with the authorized government agencies and/or other institutions that may be appointed by government authorities. You agree and acknowledge that the retention of your Personal Information by the relevant government agencies and/or other institutions will follow the respective parties' policies regarding data retention.
3. You may communicate your objection and/or withdraw your consent to our continual use and/or disclosure of your Personal Information for any of the purposes and in the manner as stated above at any time by contacting us through the address stated in Section XIV below.
4. Please note that if you communicate your objection to our use and/or disclosure of your Personal Information for the purposes and in the manner as stated above, depending on the nature of your objection, we may not be in a position to continue to provide our products or Services to you or perform on any contract we have with you. Our legal rights and remedies are expressly reserved in such event.

IV. Updating Your Personal Information

1. If you intend to update your Personal Information, you can contact our admin or customer service by accessing the Platform.
2. We take steps to share the updates to your Personal Information with the parties mentioned in Section II point 2 above with whom we have shared your Personal Information if your Personal Information is still necessary for the above stated purposes.

V. Accessing Your Personal Information

1. If you would like to view the Personal Information we have on you or inquire about the ways in which your Personal Information has been or may have been used or disclosed by Crowdo within the past year, please contact us at our e-mail address as stated in Section XIV below. We reserve the right to charge a reasonable administrative fee for retrieving your Personal

Information records and we reserve the right to refuse your requests to access some or all of your Personal Information, provided that it is permitted or required under any applicable laws and regulations.

2. You may access details of your transaction by logging into your Account on the Platform. Here you can view the details of your transaction that have been completed, those which are open, and administer your address details, bank details and any newsletter to which you may have subscribed. You undertake to treat your Crowdo username, password and order details confidentially and not make it available to unauthorized third parties. We cannot assume any liability for misuse of your Crowdo username, password or order details, except as stated in the Terms of Use.

VI. Storage of Personal Information

1. All Personal Information provided by the User to us or automatically collected when the User access the Platform shall be stored in the secured electronic media storage. By delivering the Personal Information to the Platform, the User approving the data transfer, storage, and processing that occurs on our Platform. We will take reasonable steps to ensure that the Personal Information is treated securely and pursuant to the Privacy Policy as well as the prevailing laws and regulations.
2. All Personal Information that Users provide will be stored by us: (i) as long as the User is still registered as User of our Platform; or (ii) the User already deleted its account on our platform; and (iii) in accordance with the original purpose of collecting the Personal Information.
3. The obligation to maintain the confidentiality of Personal Information will not or no longer apply to Personal Information that:
 - a. has been made known to the public at the time of disclosure, or has been known to the public afterwards by means other than through our actions or negligence;
 - b. has been known by us before Personal Information is disclosed;
 - c. we obtain appropriately from third parties without any obligation to maintain the confidentiality of such Personal Information;
 - d. the disclosure has been permitted by the User; and/or
 - e. must be disclosed based on the provisions of the applicable laws and regulations, court rulings, or other governmental authorities, in any country that has jurisdiction.

VII. Security of Your Personal Information

1. Crowdo ensures that all Personal Information collected will be safely and securely stored. We strive to ensure compliance with the applicable data protection legal requirements under the relevant Indonesian laws and regulations to ensure protection and safeguard your Personal Information.
2. While we are committed to keeping current our security technology and will review, refine, and upgrade our security technology as we deem appropriate based on new tools that may become available in the future, you acknowledge and agree that we cannot guarantee that the internet itself is 100% secure. Transmission of Personal Information to and from our

Services is at your own risk. You should only access the Services within a secure environment.

3. Crowdo will take steps that it deems reasonable to ensure that any third party who receives Personal Information from us protects such data in a manner consistent with this Privacy Policy and will not use such Personal Information for any purpose(s) other as specified by us, in accordance with the terms of this Privacy Policy. Wherever possible, these obligations will be incorporated into the terms of our written agreements with such third parties.
4. Your password is the key to your Account. We encourage you to use unique numbers, letters and special characters, and do not share your Account password to anyone. If you do share your password with others, you will be responsible for all actions taken in the name of your Account and the consequences. If you lose control of your password, you may lose substantial control over your Personal Information and other information submitted to Crowdo. You could also be subject to legally binding actions taken on your behalf. Therefore, if your password has been compromised for any reasons or if you have grounds to believe that your password has been compromised, you should immediately contact us and change your password. You are reminded to log off of your account and close the browser when finished using a shared computer.
5. Crowdo is committed to upholding the data protection of its User in accordance with the applicable laws and regulations regarding data protection in Indonesia. In the event of any Personal Information breaches in Crowdo's database due to cyber attacks by unauthorized party, we will immediately notify the User through its email and/or Account on the Platform along with and in the following manner:
 - reasons or causes for the occurrence failure of confidential protection of Personal Information; and
 - written notice no later than 14 (fourteen) days since the failure has occurred.

VIII. Minor

If you are under the age of 18 years old, then you are not eligible to access or use our Platform.

IX. Collection of Computer Data

1. Crowdo and/or our authorized third party service providers may use cookies, web beacons, and other similar technologies for storing information to help provide you and improve Platform with a better, faster, safer and personalized experience when you use the Services and/or access the Platform.
2. Cookies may be used for the following purposes: (i) to enable certain functions, (ii) to provide analysis, (iii) to store User preferences; and (iv) to enable the delivery of advertising and behavioral advertising. Some of these cookies will only be used if you use certain features, or choose certain preferences, while some other cookies will always be used.
3. When you visit the Platform, we can automatically record and collect information that your browser sends whenever you visit the Platform. For the avoidance of any doubt, this data may include but not limited to:

- Your computer's IP address;
 - Browser type;
 - Webpage you were visiting before you came to our Platform;
 - The pages within the Platform which you visit; and
 - The time spent on those pages, items and information searched for on the Platform, access times and dates, and other statistics.
4. This information is collected for analysis and evaluation to help us improve our Platform and the Services we provide.
 5. Cookies are small text files (typically made up of letters and numbers) placed in the memory of your browser or device when you visit a website or view a message. They allow us to recognize a particular device or browser and help us to personalize the content to match your preferred interests more quickly, and to make our Services and Platform more convenient and useful to you.
 6. Web beacons are small graphic images that may be included on our Service and the Platform. They allow us to count Users who have viewed these pages so that we can better understand your preference and interests.

X. Securing Personal Information on the Platform from Spam, Spyware, or Virus

1. Crowdo is committed to taking necessary measures to ensure the security of Personal Information and avoid undue and unauthorized access by third parties, unauthorized disclosure, alteration, or destruction of information we hold. Such necessary measures, among others, are:
 - encrypting the transmission of data to our Platform using high-grade encryption and digital certificates. We constantly review and test our encryption and security measures to ensure they are appropriate; and
 - we contentiously monitoring our server and the process of security of Personal Information.
2. To ensure and secure the access to our Platform within the world wide web environment, Crowdo recommends that before starting to use our Platform, you must make sure to conduct the following: (i) to keep secure your browser when being online; (ii) to equip your computer with a working and up to date antivirus software; and (iii) to equip your computer with the latest operating system to obtain the latest available safety improvements. Therefore, any spam, spyware or virus is not allowed on Platform. Please set and maintain your communication preferences so that we send communications to you as you prefer. You must not send any messages that contain spam, spyware or virus via the Platform. If you would like to report any suspicious messages, please contact us through the address as mentioned in Section XIV below.

XI. Acknowledgement and Approval

By agreeing to this Privacy Policy, the User acknowledges that the User has read and understood this Privacy Policy and agrees to all of its terms. Specifically, the User agree and give us consent to collect, use, share, disclose, store, transfer, or process your Personal Information in accordance with this Privacy Policy.

The User's decision to use the Platform proves that the User hereby agrees on how Crowdo collects, processes, uses, and stores your Personal Information, including any reasonable actions taken by Crowdo in the event of data breach is occurred as stated herein. Thus, User agrees that User's ignorance and misunderstanding of this Privacy Policy is solely the responsibility of the User and Crowdo is not responsible for any claims made by the User due to such faults.

XII. Changes to the Privacy Policy

Crowdo shall regularly review the sufficiency of this Privacy Policy. We reserve the right to modify and change the Privacy Policy at any time. Any changes to this policy will be published on the Platform and/or by directly sending you a notification to your Account. We encourage you to review this Privacy Policy frequently to be informed of how we are protecting your information. If you do not agree to the updated Privacy Policy, you must stop accessing the Platform or using the Services. Otherwise, you will be deemed to agree and further be subject to such updated Privacy Policy.

XIII. Crowdo's Right

YOU ACKNOWLEDGE AND AGREE THAT CROWDO HAS THE RIGHT TO DISCLOSE YOUR PERSONAL INFORMATION TO ANY LEGAL, REGULATORY, GOVERNMENTAL, TAX, LAW ENFORCEMENT OR OTHER AUTHORITIES IN ACCORDANCE WITH INDONESIAN LAW, IF CROWDO HAS REASONABLE LEGAL GROUNDS TO BELIEVE THAT DISCLOSURE OF YOUR PERSONAL INFORMATION IS NECESSARY FOR THE PURPOSE OF MEETING ANY OBLIGATIONS, REQUIREMENTS OR ARRANGEMENTS, WHETHER VOLUNTARY OR MANDATORY, AS A RESULT OF COOPERATING WITH AN ORDER, AN INVESTIGATION AND/OR A REQUEST OF ANY NATURE BY SUCH PARTIES. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, YOU AGREE NOT TO TAKE ANY ACTION NOR FILE A LEGAL CLAIM AND/OR WAIVE YOUR RIGHTS TO TAKE ANY ACTION AGAINST CROWDO FOR THE DISCLOSURE OF YOUR PERSONAL INFORMATION IN THESE CIRCUMSTANCES. CONSIDERING THAT CROWDO IS COMMITTED TO PROTECTING YOUR PERSONAL INFORMATION, CROWDO, WITH ITS BEST ENDEAVOUR, WILL NOTIFY YOU IN WRITING WITH REGARD TO SUCH DISCLOSURE TO YOUR ACCOUNT AND/OR E-MAIL BEFORE THE DISCLOSURE WILL OCCUR.

XIV. Contacting Crowdo

If you wish to communicate your objection or withdraw your consent to our use and/or disclosure of your Personal Information for the purposes and in the manner as stated above, request access and/or correction of your Personal Information, have any queries, comments or concerns, or require any help on technical matters, please feel free to contact us via the following reporting tools:

Contact Crowdo

E-mail : enquiry@crowdo.com
Customer Care Number : +622122393396
Address : Menara Topas, 15th Floor, Jl. M.H. Thamrin No. 9, Godangdia, Menteng, Central Jakarta

XV. Language

This Privacy Policy is made in Indonesian and English versions. In the event of any inconsistency or different interpretation between the two versions, you agree that the Indonesian version will prevail to the extent of such inconsistency or conflict, and the relevant English version is deemed to be automatically amended to be consistent with the relevant part of the Indonesian version.