

**For Indonesia Peer to Peer (P2P) Loan Users**

## **RISK WARNING**

PT Mediator Komunitas Indonesia (“**Crowdo**”) is a licensed Information Technology-Based Lending and Borrowing Services (“**Fintech Lending**”) company by virtue of Licensed Certificate KEP-133/D.05/2019 on December 13, 2019, issued by the Financial Services Authority (*Otoritas Jasa Keuangan*). The implementation of the Fintech Lending activity is subject to the Financial Services Authority Regulation Number 10/POJK.05/2022 on Information Technology Based Joint Funding Services and its amendments (“**POJK 10/2022**”), in which Crowdo as a Fintech Lending company acts as an intermediary (in the form of providing the website and/or mobile application) between the Borrower and Lender for the purpose of entering into a Loan Agreement. Crowdo’s Platform does not provide advice or funding recommendations (in any form whatsoever) regarding funding options on Crowdo's Platform to any of our User (registered and/or unregistered). Hence, Crowdo hereby expresses a Risk Warning for the User in using the Fintech Lending services by Crowdo in the following matters:

### **General**

1. For all definitions and terminology stated herein, please refer to the definitions as set out in the Terms of Use and Privacy Policy, which the User is obliged to read and understand such documentation as this Risk Warning is an integral part of both documentations. By accessing, using and/or registering on Crowdo’s Platform, the User hereby agree to and understand the provision of Risk Warning stipulated herein.
2. The User must carefully read and fully comprehend with the information in this Risk Warning information before deciding to become the Lender or the Borrower. The User’s decision to use Fintech Lending proves that the User hereby have fully understood the Risk Warning information stated herein.

### **Personal Information Verification, Personal Information Utilization and Personal Information Breach**

3. Registered User must ensure the accuracy and be responsible for its all Personal Information which it provides to Crowdo without prejudice to Crowdo's rights to reconfirm and verify such personal data and information.
4. By accessing, using, and registering in Crowdo’s Platform, the User hereby gives consent for Crowdo to access, obtain, archive, manage and/or use the User’s identifiable Personal Information (including name, identity number, e-mail, phone number or other data covered in Crowdo’s Privacy Policy and the prevailing data privacy law in Indonesia) on or inside objects, electronic devices (including smartphones or phones cellular), hardware, software, electronic documents, software application or electronic systems owned and controlled by the User, limited to the User’s camera, microphone, and address based on form (the “**Data Utilization**”). Such Data Utilization is stored in Crowdo’s data center, our data center is in the form of cloud storage that operating domestically area, for the purpose of conducting marketing activities, data verification and confirmation, debt collection and other purposes to the extent permitted by the applicable and prevailing regulations. Crowdo is committed to upholding the data protection of its User in accordance with the prevailing data protection in Indonesia. Should there be any breaches of

Personal Information, Crowdo will take all reasonable measures to secure its Data Utilization and will immediately notify to the respective User as stipulated in our Privacy Policy.

5. Crowdo shall not under any circumstances be held liable or responsible for any claims in connection with the use or misuse of User's Account due to the actions of any third party or because of the User's own fault or negligence for maintaining the confidentiality, control or security of its Account in using Crowdo's Services.

### **The Responsibilities**

6. The Fintech Lending services constitute a civil agreement, in the form of a Loan Agreement, between a Lender, Borrower (the "**Parties**"), and we act as an intermediary. Where the Borrower agrees to borrow, and the Lender agrees to lend, and we act as an intermediary. The Loan Agreement will likely stipulate the following provisions: (i) loan interest; (ii) fine; (iii) admin fee; (v) loan disbursement; (vi) loan term; and/or (vii) other commercial provisions. Therefore, all risks associated with the Loan Agreement are fully borne by the Parties.
7. The Indonesian government, which in this case is the Financial Services Authority (*Otoritas Jasa Keuangan "OJK"*), will not be responsible for any breaches or non-compliances performed by the User, either the Lender or Borrower (either due to the User's deliberate action, omission or negligence), towards the provisions of the applicable laws and regulations or agreements between Crowdo with the Lender and/or Borrower.
8. Past performance and record of the Borrower in succeeding to repay the loan on the Crowdo's Platform is not a reliable indicator nor future performance to repay back its loan to the Lender. As such, the User must be aware of and must not rely on any past performance and record as a guarantee of future financial performance.
9. Any or all fraudulent activities on Crowdo's Platform are recorded digitally and can be deemed as valid legal evidence in accordance with the applicable laws and regulations in Indonesia on electronic information and transactions in the process of dispute resolution and law enforcement.
10. Every transaction, related to the Fintech Lending activity, and execution of the Loan Agreement between the Parties or involving Crowdo, will be conducted through escrow accounts and virtual accounts as required under POJK 10/22. Any breaches or non-compliances conducted by Crowdo towards such provision under POJK 10/22 constitute evidence of a violation of law. Hence, Crowdo must indemnify the User for any losses as a direct result of violation of the POJK 10/22 without prejudice to the User's rights who suffer losses in accordance with the Indonesian Civil Law Code.
11. Without prejudice to the above provisions, there are several risks that must be anticipated and taken into consideration by the Lender and Borrower, as follows:
  - 11.1 **FOR LENDER**
    - a. the Lender that does not have sufficient knowledge or experience in the Fintech Lending is not advisable to use this Services.
    - b. the Lender must fully understand the risks pertaining to using Fintech Lending services operated by Crowdo. Such risks will be either late repayment of the loan or receiving

the loan without loan interest or losing all or half of your loan due to payment default by the Borrower. The risks are fully attached to the Lender and the Lender hereby warrants that the Lender will release and hold harmless Crowdo from any of the liabilities (in any form and/or any manner) arising from the risks.

- c. In any event, the risks relating to the Loan Agreement, including but not limited to the credit risk or risk of default payment by the Borrower must be fully borne by the Lender. Neither institution and/or government authority nor Crowdo will be responsible for such risks or paying back your loan or providing any compensation for any losses or other consequences (in any form) arising in connection with the risks of the Loan Agreement.
- d. as a consequence of any default payment made by the Borrower, the Lender may opt to pursue legal actions as stipulated in the Loan Agreement. However, the verdict of the judicial process is unpredictable and potentially lengthy. Lender must take into consideration of any risks and costs before pursuing any legal actions.
- e. although the loan is guaranteed by collateral from the Borrower's asset, the difficulty of executing and selling the collateral or decreasing the collateral value is one of the risks of the Lender.

#### 11.2 FOR BORROWER

- a. the Borrower must consider its capacity and ability to repay the loan by considering the interest rate of the loan and other fees stipulated in the Loan Agreement.
- b. the Borrower must bear all legal and financial consequences to the Lender as a direct result of the default payment without prejudice to the rights of the Lenders who have suffered loss to take any available legal remedies pursuant to the prevailing laws and regulations.
- c. the Borrower's credit record will be reported periodically to the OJK and the Indonesian Joint Funding Fintech Association (*Asosiasi Fintech Pendanaan Bersama Indonesia*) ("**AFPI**") for the benefit of the Fintech Lending Data Center ("**FDC**") and AFPI, which will be collectively used with national banking industry players and other financial industries. As such, the Borrower must understand and acknowledge that the failure to repay the loan including loan interest and other related fees to the Lender on the Crowdo's Platform will result in the Borrower's name and/or reputation being recorded as "Blacklist" in the FDC.
- d. the Borrower is aware of the risk of losing assets (collateral) due to default payment to the Lender.