

Cakrawala Terms of Services

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Cakrawala builds technologies and services that enable people to connect, learn, grow professionally, and earn. These Terms govern your use of Cakrawala, Interview AI, Cakrawala Marketplace, and other products, features, apps, services, and technologies we offer, except where we expressly state that separate terms (and not these) apply. These Products are provided to you by PT Cakrawala Cendekia Cakap Cipta.

By accessing or using our Services, you agree to be bound by these Terms. If you disagree with any part of the terms, you may not access the Services.

1. Definitions

- "Cakrawala," "we," "us," or "our" refers to PT Cakrawala Cendekia Cakap Cipta, the company that owns and operates the Services.
- "User," "you," or "your" refers to any individual or entity using our Services.
- "Creator" refers to users who create and sell digital products on the Cakrawala Marketplace.
- "Consumer" refers to users who purchase digital products from the Cakrawala Marketplace.

2. Use of services.

2.1 Eligibility

You must be at least 18 years old to use our Services. By using our Services, you represent and warrant that you meet this eligibility requirement.

2.2 User Account

To access certain features of our Services, you may be required to create an account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

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2.3 Prohibited Activities

You agree not to engage in any of the following prohibited activities:

- A. Attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Services.
- B. Using any robot, spider, crawler, scraper, or other automated means to access the Services.
- C. Bypassing measures we may use to prevent or restrict access to the Services.
- D. Uploading invalid data, viruses, worms, or other malicious software.
- E. Impersonating another person or accessing another user's account without permission.
- F. Using the Services for any illegal or unauthorized purpose.

2.4 Service Availability

You acknowledge and agree that the Cakrawala platform may be inaccessible or inoperable from time to time due to various reasons, including but not limited to:

- A. Equipment malfunctions
- B. Periodic maintenance procedures or repairs
- C. Causes beyond Cakrawala's control or that are not reasonably foreseeable

Cakrawala does not guarantee continuous, uninterrupted access to the Platform. You acknowledge and agree that Cakrawala shall not be responsible for any disruption to the availability of the Platform.

2.5 Limitation of Liability for Service Disruptions

Cakrawala shall not be liable for any loss, damage, or inconvenience caused by your inability to access or use the Platform during any downtime or discontinuance of the Platform. Nothing in these Terms of Service will be construed to obligate Cakrawala to maintain and support the Platform or to supply any corrections, updates, or releases in connection therewith.

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2.6 Suspension or Termination of Digital Product Sales

Cakrawala reserves the right to suspend or terminate the sale of any digital product on the Platform at any time without prior notice. This right may be exercised for various reasons, including but not limited to:

- A. Violations of these Terms of Service
- B. Legal or regulatory compliance issues
- C. Quality control measures
- D. Changes in Cakrawala's business strategies

2.7 Account Deactivation and Fund Retention

Cakrawala reserves the right to deactivate any user account without prior notice if we have reason to believe that the account is being used for illegal activities or in violation of these Terms of Service.

In such cases, Cakrawala may also retain all funds in the account balance. These funds may be held for the purposes of:

- A. Investigation of potential illegal activities
- B. Compensation for damages caused to Cakrawala or other users
- C. Payment of any outstanding fees or charges
- D. Compliance with legal or regulatory requirements

2.8 Notification of Account Actions

While Cakrawala reserves the right to take immediate action without prior notice in cases of suspected illegal activities or severe violations of these Terms, we will make reasonable efforts to notify users of any account deactivations or fund retentions as soon as practicable, subject to legal constraints.

2.9 Appeals Process

Users whose accounts have been deactivated or whose funds have been retained may appeal these decisions through the designated channels provided by Cakrawala. The appeal will be reviewed in accordance with our internal policies and applicable laws.

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3. Intellectual Property

3.1 Ownership of Platform Content

Cakrawala and/or the creators retain all intellectual property rights to all materials present on the platform. Users are strictly prohibited from:

- A. Republishing any material from the platform
- B. Selling, renting, or sublicensing any material from the platform
- C. Reproducing, duplicating, or copying any material from the platform

Any unauthorized use of the platform's content may result in legal action.

3.2 User-Generated Content

Users retain their intellectual property rights for content they create and share on our Services. By posting content on our Services, you grant Cakrawala a non-exclusive, worldwide, royalty-free license to use, modify, publicly perform, publicly display, reproduce, and distribute such content on and through the Services.

3.3 Cakrawala's Rights for Platform Development

Cakrawala reserves the right to use and analyze data related to products sold on the platform for the purposes of platform development, improvement of services, and enhancement of user experience. This right is limited to aggregated and anonymized data and does not extend to the unauthorized use or distribution of creators' original content.

3.4 Digital Products on the Platform and the Marketplace

Creators have the right to upload materials to the platform that are not listed in the marketplace. For these products:

- A. Creators retain full ownership and copyright of their content.
- B. Creators have the right to set retail prices for their materials.
- C. Creators are permitted to promote their materials through channels approved by Cakrawala.

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- D. Cakrawala does not have resale rights for these products unless explicitly agreed upon by the creator.

For products listed in the Cakrawala Marketplace:

- A. Creators grant Cakrawala the right to resell the content created by the creator.
- B. This resale right is non-exclusive, allowing creators to sell their content through other channels unless otherwise agreed.
- C. The specific terms of the resale agreement, including revenue sharing, will be detailed in a separate agreement between Cakrawala and the creator.
- D. Cakrawala's resale right does not transfer ownership of the copyright to Cakrawala.

3.5 Creators' Copyright

Creators retain the copyright to all content they create, regardless of whether it is listed on the platform or in the marketplace. This includes the right to:

- A. Modify their content
- B. Remove their content from the platform, subject to any existing sales or license agreements
- C. Use their content on other platforms or mediums

3.6 License to Cakrawala

By uploading content to the Cakrawala platform or marketplace, creators grant Cakrawala a limited, non-exclusive, worldwide license to host, display, distribute, and promote the content solely for the purposes of operating and improving the Cakrawala platform and services. This license terminates when the creator removes the content from the platform, except to the extent that:

- A. The content has been shared with other users who have not deleted it
- B. Cakrawala needs to retain copies for legal or regulatory compliance

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3.7 Third-Party Intellectual Property

Creators are responsible for ensuring that their content does not infringe on any third-party intellectual property rights. Cakrawala reserves the right to remove any content that is alleged to infringe on third-party rights, in accordance with applicable intellectual property laws.

3.8 Reporting Intellectual Property Violations

If you believe that your intellectual property rights have been violated on the Cakrawala platform, please contact us at business@cakrawala.ai. We will promptly investigate and take appropriate action in accordance with our intellectual property policies and applicable laws.

4. Cakrawala Marketplace

4.1 Role of Cakrawala

Cakrawala acts as a platform provider and facilitator for transactions between Creators and Consumers. We are not a party to any transaction between users.

4.2 Creator Responsibilities

Creators on the Cakrawala Marketplace are subject to the following responsibilities and obligations:

- A. Ensuring they have the right to sell their digital products.
- B. Accurately describing their products.
- C. Fulfilling orders promptly.
- D. Providing customer support for their products.
- E. Respecting intellectual property rights, patents, and other proprietary rights. Creators must not infringe upon any third-party intellectual property rights. Cakrawala is not responsible for any copyright infringement by Creators against third parties.
- F. Refraining from conducting or promoting prohibited activities, including but not limited to:
 - a. Activities prohibited by payment partners
 - b. Products or activities listed as prohibited in these Terms
 - c. Illegal activities
 - d. Discrimination
 - e. Products intended for children under 13 years of age

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- f. vi. Content that offends others or is excessively crude
- G. Not creating content that contains defamation or assumes a false identity.
- H. Disseminating accurate information and complying with all applicable laws.
- I. Not requesting customers to violate any policies.
- J. Being responsive in answering inquiries from Cakrawala regarding complaints or legal cases.
- K. Complying with laws, regulations, court orders, third-party rights, and industry requirements.
- L. Creators are solely responsible for their content, products, and interactions with customers. Cakrawala reserves the right to remove content, suspend accounts, or take other appropriate action if a Creator violates these responsibilities and obligations.

4.3 Consumer Responsibilities

Consumers are responsible for:

- A. Reading product descriptions carefully before making a purchase.
- B. Complying with the usage terms set by Creators for their digital products.

4.4 Prohibited Products

The following products and content are strictly prohibited on the Cakrawala Marketplace:

- A. Products resulting from criminal activities
- B. Official documents such as certificates and other government-issued papers
- C. Mailing lists and personal information
- D. Any form of writing that may negatively affect the use of the Services
- E. Products that violate applicable Indonesian laws
- F. Products that infringe on third-party intellectual property rights
- G. Gambling equipment and paraphernalia
- H. Talismans, objects claimed to have supernatural powers, or items purported to grant mystical abilities
- I. Cryptocurrency, NFTs, or tokens
- J. Government and travel documents
- K. Products that insult or discriminate against specific parties/races and/or that may degrade human dignity
- L. Documents or recordings that may disrupt national security, public order, or stability
- M. Pornographic content

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- N. Counterfeit or unauthorized goods
- O. Weapons or illegal drugs
- P. Any other products that violate or whose use would violate applicable Indonesian laws

Cakrawala reserves the right to remove any product listings that violate these prohibitions and to take appropriate action against the seller's account, including but not limited to suspension or termination.

4.5 Enforcement of Prohibited Products Policy

If Cakrawala determines that a Creator has violated the Prohibited Products policy, we reserve the right to:

- A. Remove, cancel, and/or block the prohibited items
- B. Suspend or terminate the Creator's access to the Cakrawala Marketplace
- C. Terminate these Terms of Service immediately and unilaterally, without prior notice to the Creator

Creators are solely responsible for ensuring that their products comply with these Terms of Service and all applicable laws. Cakrawala is not liable for any legal consequences that Creators may face as a result of selling prohibited products.

4.6 Pricing

All prices for digital products on the Cakrawala Marketplace are set by the Creators. Cakrawala reserves the right to change its fee structure at any time.

5. Payments and Fees

5.1 Payment Processing

Payments are processed through our third-party payment processor, Xendit. By making a purchase, you agree to Xendit's terms of service.

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5.2 Limitation of Liability for Payment Issues

Cakrawala shall not be held responsible or liable for any loss or errors related to payments, including but not limited to:

- A. a) Losses or errors caused by network failures
- B. Delays in payment processing
- C. Errors in payment amounts
- D. Any other issues arising from the payment process that are beyond Cakrawala's direct control

Users acknowledge that such payment-related issues fall under the responsibility of Xendit or the relevant financial institutions involved in the transaction.

5.3 Prohibited Payment Activities

Users of the Cakrawala platform are strictly prohibited from engaging in any fraudulent or illegal payment activities, including but not limited to:

- A. a) Transacting with stolen credit cards
- B. Using unauthorized credit cards
- C. Attempting to process payments with false or misleading information
- D. Any other form of payment fraud or financial crime

Cakrawala reserves the right to immediately suspend or terminate the account of any user found to be engaging in such prohibited activities and to report such activities to the relevant authorities.

5.4 Currency and Pricing

All prices on the Cakrawala platform are listed in Indonesian Rupiah (IDR) unless explicitly stated otherwise. Users are responsible for any currency conversion fees or exchange rate fluctuations that may apply to their transactions.

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5.5 Taxes

Users are responsible for paying all taxes associated with their use of the Services. Cakrawala is not responsible for calculating, collecting, reporting, or remitting taxes arising from any transaction.

6. Termination

We may terminate or suspend your account and access to the Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Services will immediately cease.

7. Limitation of Liability

To the maximum extent permitted by law, Cakrawala shall not 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 resulting from:

- A. Your use or inability to use the Services.
- B. Any unauthorized access to or use of our servers and/or any personal information stored therein.
- C. Any interruption or cessation of transmission to or from the Services.
- D. Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Services by any third party.

8. Disclaimer

Your use of the Services is at your sole risk. The Services are provided on an "AS IS" and "AS AVAILABLE" basis. The Services are provided without warranties of any kind, whether express or implied.



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9. Governing Law

These Terms shall be governed and construed in accordance with the laws of Indonesia, without regard to its conflict of law provisions.

10. Changes to Terms

We reserve the right to modify or replace these Terms at any time. If a revision is material, we will provide at least 14 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

11. Contact Us

If you have any questions about these Terms, please contact us at business@cakrawala.ai.