

## PRIVACY POLICY

Migo is an entertainment media Service in the form of a mobile application that allows you to watch TV Shows, Movies, Documentaries, etc (“**Content**”) on your mobile device. When you create a Migo account, some of your personal data and information (“**Data**”) will be needed and collected for you to enjoy the Content. You must only submit accurate Data to Migo or to our affiliates (collectively “**Migo**” or “**We**” or “**Us**”) and you undertake to inform us of any changes in the Data which you provide to us.

This Privacy Policy intends to describe to you **(i)** how Migo collects and processes your Data through Migo account, Content, products, Services, websites, applications and its software, and features associated with the use of the product (collectively “**Services**”) that reference this Privacy Policy, **(ii)** how Migo uses and internally circulate the information you share, **(iii)** how you can manage, update, or withdraw such personal information you provide. By using Migo Services, you are consenting to the practices described in this Privacy Policy.

We know that you care how your Data is used and shared, and we appreciate your trust that we will do so carefully and sensibly. We will only use your Data in the manner set out in this Privacy Policy.

Furthermore, we want to assure you that we never and will never sell your Data to any unauthorized parties since we uphold the privacy and security of your Data. We will constantly prioritize the principle of confidentiality to any party over commercial interests in connection with the application and account verification filling process, with limitations on liability in accordance with applicable laws and regulations.

We abide by the Indonesian laws related to Data Privacy in ensuring that your privacy is protected (i.e Law No. 11 of 2008 *jo* Law No. 19 of 2016 *jo* Government Regulation No. 82 of 2012).

### A. DATA COLLECTION, USAGE, AND DISCLOSURE

1. We may collect, use and store different Data of you for the purpose of running our business (including verifying your identity in the terms of registration, activation and management of your account, billing and charging fees for certain Services, as well as detect, prevent and handle fraud, security problems or technical problems) and to comply with laws, rules terms and/or provisions issued by government, court, law enforcement bodies or other regulatory authorities, you may be asked to provide Data such as, but not limited to:
  - a. Name;
  - b. Gender;
  - c. Birthday;
  - d. Contact Number;
  - e. Age;
  - f. Photo;
  - g. Email address;

- h. Geo-location;
- i. Payment method (if you choose to subscribe for certain Service).

We collect these Data in a number of ways, including when you enter it while using our Services, interact with our customer Service, or participate in surveys or marketing promotions; information when you choose to provide ratings, taste preferences, account settings, or otherwise provide information to us through our Service or elsewhere. Failure to provide the requested Data may thwart us from providing our Services to you.

2. The Data you provide will be used to process, analyze, administer, enhance and personalize our Services and marketing efforts, as well as other purposes permitted by applicable laws and regulations:
  - a. Process your registration and verify your identity;
  - b. Deactivate or manage your account;
  - c. Facilitate your use of Migo's Services;
  - d. Help us improve your user experience;
  - e. Update you on Migo products/Services;
  - f. Personalize, innovate, improve, or sustain new Content and features for viewing;
  - g. Send you marketing/promotional materials or announcements and consumer surveys;
  - h. Deliver personalized or offline Content/give you access to Content even without Internet;
  - i. Coordinate with Migo affiliates on making the Migo Service available to members and providing information to non-members about the availability of the Migo Service;
  - j. Purchasing of certain Service as well as the payment;
  - k. Prevent, detect and investigate potentially prohibited or illegal activities, including fraud;
  - l. Assist you with operational requests such as password reset requests; and
  - m. Communicate with you on these and other topics.

These communications may be by vary methods, such as email, text message, online messaging channels, and/or other matched identifier communications.

3. None of the collected Data will be publicly available without your consent. In order to accurately identify you, Migo Hosts or representatives will be able to see your Data when you are transacting in the Migo Hotspot Wi-Fi (at accredited retail shop that distributes Migo).
4. For the purpose of developing, improving, protecting or maintaining our other Services, we are sometimes required to display, announce, send and/or distribute Personal Data to third parties. Our customer Data is an important part of our business, and we are not in the business of selling our customers Data to others. We disclose your Data for certain purposes and to other certain parties to:

- a. The Hosts, when you're transacting in the Migo Hotspot, downloading the Content or topping up on load;
- b. Third parties or our affiliates to either (i) complete a transaction with you, (ii) to manage your account, or (iii) satisfy any applicable law, regulation, legal process, or governmental requirement, (iv) protect against harm to the rights, property or safety of Migo, its users or the public, as required or permitted by law. We take measure to ensure that the third parties or affiliates will keep your Data secure from unauthorized access and use and that they will retain your Data only for and as long as they need it for the purposes for which it was shared. We do not sell your Data to third parties.
- c. The general public only with your consent. You shall be deemed to have given your consent when you are joining Migo promos or Migo mass marketing activities. Notwithstanding the foregoing, only certain Data (such as Name and Photo) will be shared publicly when you give your consent by joining any Migo promo or mass marketing activity.

We ensure that these parties are bound by confidentiality and privacy obligations that are compatible in relation to the protection of your Data and that they use your Data only for the purpose of carrying out Services as describe above, and not for their own or other purposes. Other than as set out above, you will receive notice when Data about you might be shared with third parties, and you will have an opportunity to choose not to share the information.

## **B. DATA STORAGE AND SECURITY**

1. We ensure that your Data collected and/or collected by us will be stored securely in accordance with the prevailing laws and regulations in Indonesia. This Database is equipped with encrypted channels and requires access rights from Migo. We will retain your Data for as long as necessary to fulfill the objectives in this Privacy Policy.
2. Migo collects and stores your Data for as long as you are using our Service or we are required by law or relevant for the purpose for which it was collected. Storage of your Data is subject to your consent which you give when you sign up with Migo. We are able to provide Service only with your Data. Withdrawing your Data will terminate your use of the Migo Service.
3. We are committed to protecting your Data. We implement appropriate technical and organized measures to help protect the security of your Personal Data. Nonetheless, it should be noted that there is no fully secure system.
4. Though we conduct periodic deletion of select Data, there may be instances that deletion will occur beyond expected timeframes. Data deletion from other electronic and storage systems based on and above our internal criteria and procedures.

## **C. DATA CONTROL**

You have an option to manage and/or change your Data:

1. You can update or withdraw your Data by calling the Migo Hotlines. Please note that we may not be able to continue our Service to you when you withdraw your Data.
2. Should you wish to delete your Migo account, you can also call the Migo Hotlines.
3. We may opt to not grant access, deletion, or update requests that, (i) risk the privacy of other customers, (ii) need technical features that are inconsistent with the request, or (iii) against any laws and/or regulations.
4. If you have reason to believe that your privacy has been breached by Migo, please contact the Migo Hotlines.

## **D. ACCESS**

Migo is designed for customers 18 years old and above. Customers under 18 years may only use Migo with the involvement/consent of a parent or a guardian who is at least 18 years old.

We are responsible for your Data that we collected. However, you are also responsible for maintaining the confidentiality of your Data by not allowing third parties or any other parties to access your Data without your consent and knowledge. In this matter, we are not responsible for account misappropriation.

## **E. CONTACTING US**

We may at any time change, update and/or add part or all of our Privacy Policy, in accordance with our business going forward, and/or changes in laws and regulations. If the Privacy Policy is changed/updated/added, we will notify you through Migo app. By continuing to use our Services, you accept the changes, updates and/or additions that we make to the Privacy Policy. If you continue to use our Services after reading the Privacy Policy (including the amendment(s)), you are deemed to have agreed to the Privacy Policy.

If you have general or about your account questions, or wish to withdraw your consent to our use of your Data, or correction of your Data, or our use of your Data, cookies or similar technologies, or questions specifically about this Privacy Policy, please feel free to contact us through Migo Hotlines found below.

**PT Migo Technology Indonesia,**

Graha Bin Hasan, Jl. KH Abdullah Syafei No. 3, Kel. Bukit Duri, Kec. Tebet, Kota Adm. Jakarta Selatan,  
Prov. DKI Jakarta 12840

**Migo Hotlines**

+62 811-2816-446

Please note that if you contact us to assist you, for your safety and Ours we may need to authenticate your identity before fulfilling your request.

**F. GOVERNING LAW**

These Privacy Policy including any amendments thereto that Migo make from time to time at its discretion shall be governed and construed in accordance with the prevailing laws of Indonesian.

**G. EFFECTIVE DATE**

This Privacy Policy is valid since January 1, 2020.

## **Migo Terms of Use**

### **Welcome to Migo!**

Ready for some popcorn and fun? We know you're excited for that movie marathon or perhaps longing to start a TV-series spree. But before we do that, let's get the boring stuff out of the way—agreeing to Migo's Terms of Use. Don't worry, we've simplified the legal jargon just for you. Enjoy!

### **Overview**

Migo provides access to Content (such as TV shows, movies, documentaries, etc), mobile application and its software, the website, functionalities and the features associated with the use of the product ("**Services**") to registered users. Downloading of Migo application and Content happens in Migo Hotspots, so an internet connection is not needed when watching the downloaded Content.

By installing and using the application, you are giving us your word that you will follow these Terms of Use. We may revise these Terms of Use from time to time, and such revisions would be communicated on this page.

### **A. MIGO SERVICE**

#### **1. Who is eligible to use the application?**

You are eligible to use the application and the Services that come with installing Migo only if:

- a. You accept all the terms and conditions in these Terms of Use;
- b. You are at least 18 years old; and
- c. Individuals under the age of 18, may access and use Migo application and Service only with the involvement of a parent or legal guardian and with adult supervision.

#### **2. The use of the term Service**

The Migo application and Service is owned by Migo. By using or accessing the Migo application and Service, you agree to be bound by these Terms of Use. These Terms of Use affect your legal rights and obligations. If you do not agree to be bound by these Terms, do not access or use Migo's Services.

Migo's Content comes with ratings to guide viewing. Individuals who own the device and created the Migo account and whose Payment Method is charged (the "**Account Owner**") shall be solely responsible for the Content which they download and ensuring that no minor will access inappropriate Content through their account/device.

You acknowledge and agree that the continued provision of the Service to you is subject to the following conditions:

- a. You are at all times acting only on your own behalf and not on behalf of any other third party;
- b. The Migo Services and any Content viewed through the Service are for Your personal and non-commercial use only and may not be shared;
- c. You are at all times agree not to use the Service for public performances;
- d. You shall bear the sole responsibility at all times for the use and safeguarding of your devices, personal information (including password and/or pin number) when using the Service from external harm, or from theft, or any forms of tampering; and
- e. You have paid all applicable subscription fees.

By agreeing to these Terms of Use, you accept responsibility for any violation of its terms. Any violation of these Terms of Use, or the rules of any promotional activities that Migo may conduct, may result to the suspension or termination of your account, a permanent ban on further usage without prior notice to you, and/or fines, penalties, and imprisonment, in accordance with Indonesian laws.

## **B. ACCOUNT AND PASSWORD**

### **1. Setting up your Migo Account**

You can only create a Migo account and download the Content through our Migo Hotspot Wi-Fi located in certain Accredited Hosts. Just follow these steps:

- Step 1 : Go to a Migo accredited hosts and check device compatibility.
- Step 2 : Download the Migo app through the Migo Hotspot Wi-Fi at the Migo accredited host.
- Step 3 : Create a Migo Account.
- Step 4 : Verify your Account.
- Step 5 : Fill up on Content and enjoy!

### **2. Security and Password**

The Account Owner has access and control over the Migo account and the Migo ready devices that are used to access our Service through Migo Hotspot Wi-Fi. The Account Owner should maintain control any activity that occurs over your Migo account and to prevent anyone from accessing the account (which would include information on viewing history for the account), including but not limited to securing your password or details of the Payment Method against all forms of theft. We are not liable for any harm or damage brought about by the intrusion and unpermitted use of your account and device.

### **3. Accounts Access**

You are responsible for updating and maintaining the accuracy of the information you provide to Migo relating to your account. We can terminate your account or place your account on hold in order to protect you, Migo or our partners from identity theft or other fraudulent activity.

Migo has the discretion to suspend or close an inactive and idle account, or an account that has been without funds for a certain amount of time. Migo also hold the right to refuse usage of our app and Services if an Account Owner does not agree to these Terms of Use or does not qualify due to age restrictions.

## **C. MIGO USAGE**

### **1. Video Quality and Device Compatibility**

Quality of the Content display may vary from one device to another and may be affected by a variety of factors, such as your device capabilities. The eminent part of Migo is there is no need for any other Internet access, you can download any Content that you want and all you need to do is only go to the accredited host where Migo Hotspot Wi-Fi are on, then download any Content that you wish for!

### **2. Interference**

By using Migo and accepting these Terms of Use, you agree that you will not:

- a. breach any of the Content protections in the Service;
- b. use any robot, scraper, or other automated means to access, circumvent, remove, alter, deactivate, degrade or thwart any of the Content protections in the Migo Service;
- c. tamper with or manipulate the Content;
- d. disassemble, decompile, or reverse engineer any software or products of Migo;
- e. use any data mining or extraction method;
- f. send or transmit any material intended to disrupt or destroy any functionality of the Service, such as viruses or other malicious software;
- g. archive, copied, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorized in these Terms of Use) Content and information contained on or obtained from or through the Migo Service; and/or
- h. assist any person or entity perform any of these acts.

### **3. Suspension or Termination of Service**

We hold the right to control, restrict, suspend, or terminate your account and your use of our Service (indefinitely or for such period as Migo may consider appropriate) if you violate these Terms of Use or are engaged in illegal or fraudulent use of the Service. We also have the right to ban you from further use of the Migo app and Service if you engaged in or assisted with the

conduct of fraudulent or illegal activities in connection with the Migo Service. Suspension may also arise from ignoring verification requests.

You acknowledge and agree that you will be subject to such terms and conditions as may be applicable in respect of such suspension or termination.

#### **D. COPYRIGHT/ TRADEMARK INFORMATION**

All Intellectual Property in or relating to the Service including, but not limited to information, communications, trademarks, Service, Content created for devices including graphics, texts, links, sounds, scripts, logos, designs, photographs, button icons, images, audio/video clips, digital downloads, data compilations and software used to execute the Services, contain proprietary information are owned and belongs solely to Migo and/or such other copyright holders.

These are protected by intellectual property law and other laws, including, but not limited to copyright and trademark and may not be reproduced, modified, transferred, distributed, republished, posted or transmitted in any form or by any means including but not limited to electronic or mechanical photocopying or recording without the prior written permission of Migo and such other copyright holders.

Any violation related to this Intellectual Property is an illegal act and Copyright/Trademarks Infringement against Migo, hence may lead to the suspension or termination account, and/or a permanent ban on the use of the Services, and/or fines, penalties, and imprisonment, in accordance with Indonesian laws.

#### **E. COMMUNICATIONS AND USER-CREATED MATERIALS**

By accepting these Terms of Use, you agree that Migo may, from to time, send you information relating to the application and its Services (such as payment, invoices, changes in password or Payment Method, confirmation messages, notices, etc), and promotional materials to your personal devices in electronic form or through Migo's any other communication channels.

In the event of promotional activities, you give Migo the right to publish your name in all forms of media, should you be a winner. Migo may also reproduce, edit, display, and use all photos, artwork, text, and other materials produced by the participants for any promotional activities in which they participate.

#### **F. WARRANTIES AND LIMITATIONS ON LIABILITY**

Migo endeavor to provide the best Service we can, and we do not warrant that the application will always be uninterrupted or error-free. You also acknowledge that in the event of damage or loss during your transaction, or in the use of the app, Migo or its subsidiaries or any of their shareholders,

directors, officers, employees or licensors or any part of Migo will not be held liable to cover damages for your loss of funds, files, data or any damages whatsoever.

**G. GOVERNING LAW**

These Terms of Use including any amendments thereto that Migo make from time to time at its discretion shall be governed and construed in accordance with the prevailing laws of Indonesian.

**H. SEPARABILITY**

If any part of these Terms be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or provide validity or legality, and for that part shall be interpreted to reflect in accordance with applicable provisions, as much as possible the intentions of Migo and the remaining portions shall remain valid.

**I. NO WAIVER**

Migo's failure to enforce any provision in these Terms of Use or any right it possesses by law is not a waiver of such provision or right.

