Terms and Conditions

Menjadi Solopreneur by Gilang from Appledore Dev

For purchases via our website and/or live webinar, workshop, making payment, and filling out the student registration form, You agree to the terms of this agreement which will bind You. We may revise these Terms & Conditions, and You shall continue to be subject to such Terms & Conditions as amended, modified, and/or substituted by us from time to time and published on our website. If You do not agree to these terms and conditions, You must cease to continue to purchase any Services from us. The utilization and continued utilization (upon an amendment, modification, and/or substitution of the Terms & Conditions) of the Services by You shall be deemed acceptance of these Terms & Conditions. The headings in these Terms & Conditions are for convenience only and shall not affect the interpretation hereof.

1. Definitions

"Confidential Information" means any information provided by one party to the other in written, graphic, recorded, machine-readable, or other forms regarding the business, clients, products, or services, including, without limitation, the SoloCamp Materials. This does not include public domain information except when made public through the default of the disclosing party, or information required to be disclosed by a court or regulatory authority.

"SoloCamp **Materials**" refers to the information provided by Appledore Dev to accompany the SoloCamp program in hard copy or electronic form, including the boilerplate.

"Fees" means the fees paid by You to Appledore Dev for the Services.

"Appledore Dev" refers to the entity providing the SoloCamp, including its instructor Gilang and all related materials.

"Online SoloCamp" refers to the delivery of the SoloCamp where You access materials and instructions online.

"Services" means the provision of the Online SoloCamp and any other agreed-upon services purchased by You.

"Website" means <u>camp.menjadisolopreneur.com</u>, the online platform where the SoloCamp is advertised and available for registration.

"You" refers to the individual purchasing the SoloCamp services.

2. Services

2.1. A description of the Services, together with the dates on which the Services will begin, is available on our website and in the course handout.

2.2. The Services are designed to be completed within a period of 6 weeks.

2.3. We expect You to confirm that the Services You are purchasing will meet Your needs. We do not make any guarantee to You that You will obtain a particular result, professional qualification, or employment opportunity from Your purchase and completion of any of the Services.

2.4. Appledore Dev reserves the right to transfer, suspend, and/or terminate You or the Services with immediate effect from or to any or all classes in the event that You breach any provisions of the Terms & Conditions or the student registration form, as deemed by Appledore Dev in its sole discretion. In the event that You or the Services are terminated, Appledore Dev will not be under any obligation to return any fees paid to Appledore Dev.

2.5. Appledore Dev reserves the right to do any or all of the following, in its sole discretion, as it may from time to time deem necessary, including but not limited to:

(a) make all changes to the conduct of classes, including but not limited to, transferring, combining, dividing, or dissolving a class, changing the instructors or specialist trainers, rescheduling classes, and varying the manner in which classes are conducted; and

(b) amend or vary the contents of the classes according to program priorities and student needs. Appledore Dev may, at its discretion where feasible, give written notice to You prior to effecting or carrying out any of the above changes.

3. Payment Terms

3.1. **Payment Method:** When You want to pay the Fees, You can make payments using the official payment link or any payment method that has been verified by Appledore Dev.

3.2. **Payment in Full:** All payments for the course must be made in full before the payment deadline. There are no installment payment options available.

4. Cancellation

Once you make a payment, your purchase is strictly non-refundable.

5. Fees

5.1. The Fees for the Services shall be as defined on our website.

5.2. Any fees charged by your debit card provider in connection with your purchase of Services are for your own account, and Appledore Dev shall not be responsible for these.

5.3. You shall be responsible for all costs you incur in connection with your access to the SoloCamp. In consideration of our provision of the Services, you shall pay the applicable fees, together with any applicable goods and services tax, withholding tax, or any other tax that may be levied by the relevant government authorities from time to time.

5.4. In the event of the bank rejecting or failing to process an instruction, or in the case of non-deduction howsoever occurring, we shall be entitled to levy a charge for the unsuccessful instruction/deduction and/or to exercise our rights under these Terms & Conditions in respect of nonpayment of fees.

6. Liability

6.1. No part of the provision of the Services shall be deemed to be, nor is it intended to be, nor should it be taken to be, the provision of investment advice.

6.2. Appledore Dev and its trainers do not accept any liability for (i) any inaccuracy or misleading information provided in the programs or Course Materials and any reliance by you on such information, (ii) any loss or corruption of data, (iii) any loss of profit, revenue, or goodwill, or (iv) any indirect, special, or consequential loss arising from any breach of the terms of this Agreement. To the fullest extent permitted by law, you agree that neither Appledore Dev nor its trainers shall be liable for any loss, damages, expenses, personal injury, or death of any person that may arise as a result of the services provided to you, whether direct or indirect and whether reasonably foreseeable or not, unless such loss, damage, expense, personal injury, or death is directly caused solely by the negligence of Appledore Dev and not attributable at all to any fault, negligence, or lack of care on your part.

6.3. Except to the extent that they are expressly set out in these Terms and Conditions, no conditions, warranties, or other terms shall apply to the Services. Subject to clause 6.5, no implied conditions, warranties, or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose, or conformance with description).

6.4. Notwithstanding anything to the contrary in these Terms and Conditions, Appledore Dev's total liability arising in connection with the delivery of the Services shall be limited to the fees received by us in connection with the relevant SoloCamp for the material period of the SoloCamp in relation to which a dispute has arisen.

6.5. You shall:

(a) Indemnify, defend, and hold harmless Appledore Dev and its trainers from and against all loss, claims, demands, or causes of action and any liabilities, damages, costs, or expenses resulting therefrom (including expenses and legal fees on an indemnity basis) caused by, arising out of, or relating to the breach of or non-compliance with any terms of these Terms and Conditions on your part, or arising out of any willful default, misconduct, or negligence on your part; and

(b) Indemnify Appledore Dev against any loss, cost, claim, and expense (including legal costs on an indemnity basis) that Appledore Dev may suffer or incur in protecting or enforcing any rights of Appledore Dev under these Terms and Conditions against you.

6.6. No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us.

7. Intellectual Property

7.1. All Intellectual Property Rights in the SoloCamp Materials, including any speeches made by trainers during the SoloCamp, are and remain the intellectual property of Appledore Dev or its licensors, whether adapted, written for, or customized for the participants or not.

7.2. You are not authorized to:

(i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit, or distribute any of the SoloCamp Materials without prior written permission;

(ii) record on video or audio tape, relay by videophone, or other means any part of the SoloCamp;

(iii) use the SoloCamp Materials in the provision of any other course or training, whether given by us or any third-party trainer;

(iv) remove any copyright or other notice of Appledore Dev on the SoloCamp Materials;

(v) modify, adapt, merge, translate, disassemble, decompile, or reverse engineer (except as permitted by law) any software forming part of the SoloCamp.

A breach by You of this clause 7.2 shall allow us to immediately terminate these terms and conditions with You and cease to provide You with any Services, including but not limited to access to the SoloCamp.

7.3. In consideration of the Fees paid by You, we grant You a limited, non-transferable, non-exclusive license to use the SoloCamp Materials and the software in respect of the SoloCamp solely for the purpose of completing the SoloCamp.

7.4. **Prohibited Use**: You agree not to sell any products or services within the SoloCamp, create any derivative SoloCamp based on the materials, or form any clubs or chat groups within the SoloCamp that provide a possible financial benefit to the club or group initiator, without the express written consent of Appledore Dev. Any unauthorized use of the SoloCamp Materials may result in the termination of Your access to the SoloCamp and possible legal action. You are prohibited from selling the SoloCamp Materials to others; however, you may use the boilerplate for your own SaaS products.

7.5. Appledore Dev reserves rights over any intellectual property arising from Your work in conjunction with the SoloCamp. Appledore Dev may use Your name and work for promotional purposes.

8. Confidentiality

8.1. You shall keep Appledore Dev's Confidential Information strictly confidential and shall not use it for any purposes other than those specified in these terms and conditions. You agree to return all Confidential Information on demand and not retain copies of it. You shall indemnify Appledore Dev against any breach or default in respect of this obligation.

8.2. Either party may disclose Confidential Information to its legal and other advisors for the purpose of obtaining advice from them.

8.3. This clause shall continue to be in effect notwithstanding the termination of these terms and conditions.

9. Termination

9.1. We shall be entitled to terminate these terms and conditions and cease to provide You with any Services with immediate effect in the event that You, in our sole discretion:

(a) Act in an aggressive, bullying, offensive, threatening, or harassing manner towards any employee of Appledore Dev, any speaker or lecturer who provides the SoloCamp, or any student who attends the SoloCamp;

(b) Cheat or plagiarize any work which You are required to prepare or submit in connection with the Services or during any examination taken in connection with the Services;

(c) Steal or act in a fraudulent or deceitful manner towards us or our employees or any other students who may be on our premises or attending our SoloCamp;

(d) Intentionally or recklessly damage our property or the property of our employees or other students attending our premises;

(e) Commit any criminal offense committed on our premises or where the victim is our employee or student;

(f) Are in breach of these terms and conditions.

9.2. On termination, clauses 6 (liability), 7 (intellectual property rights), 8 (confidentiality), and 10 (restrictions) shall continue notwithstanding such termination.

10. Assignment

Any Services provided by us under these terms and conditions are personal to You and cannot be transferred or assigned to any other person.

We shall be entitled to assign these terms and conditions to any other company without prior notice to You.

11. Entire Agreement

These terms and conditions, together with the Website Disclaimer and Course Specific Terms and Conditions, constitute the entire agreement between the parties and supersede any prior agreements and arrangements, whether written or oral.

You confirm that You have not relied on any representations in entering into these and any other terms and conditions with us.

Nothing in this clause or these terms and conditions shall limit liability for any fraudulent misrepresentation.

12. Force Majeure

Appledore Dev shall not be liable to You for any breach of its obligations or termination under these terms and conditions arising from causes beyond its reasonable control, including, but not limited to, fires, floods, earthquakes, volcanic eruptions, and other Acts of God, terrorism, strikes, delays caused by transport disputes, failure to provide a SoloCamp caused by a death in the trainer's family, illness of the trainer, government edicts, or regulations.

13. Assignment

We may assign, transfer, or sub-contract any of our rights or obligations under these terms and conditions to any third party at our discretion without prior notice to You.

14. Data Protection

14.1 The nature of the Services provided by us means that we will obtain, use, and disclose (together "Use") certain information about you ("Data"). This statement sets out the principles governing our Use of Data. By enrolling in the SoloCamp, you agree to this Use.

14.2 When you register with us, you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact you, send you promotional content, provide details of the Services you have purchased, and otherwise as required during the normal provision of the SoloCamp.

14.3 We may also use the above Data, and similar Data you provide us in response to surveys, to aggregate user profiles. Unless you click on the relevant button on the Registration Form, we will provide you with communications. We will not pass any personal data onto anyone outside of Appledore Dev.

14.4 To enable us to monitor and improve our Services, we may gather certain aggregated information about you, including details of your operating system, browser version, domain name, IP address, the URL you came from and go to, and the parts of the Website you visit.

14.5 We may use information such as your user ID, session identifiers, and password in our application/website to identify whether you are using our services, assist with the provision of services, and ensure that you have access to relevant products. We will only read cookies from your cookie file that have been placed there through your web browser's interaction with the website.

14.6 Our products may link to third-party websites, and we are not responsible for their data policies or procedures or their content.

14.7 Appledore Dev endeavors to take all reasonable steps to protect your Personal Data but cannot guarantee the security of any Data you disclose. You accept the inherent security implications of transacting online over the internet and will not hold us responsible for any breach of security.

14.8 Appledore Dev may supplement the information that you provide with information we receive from third parties, such as exam registration bodies or your employer.

14.9 If you wish to change or update the Data we hold about you, please email hi[at]menjadisolopreneur.com or reach us at x.com/mgilangjanuar.

15. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Indonesia. Any dispute arising out of or in connection with these Terms & Conditions must first be negotiated in good faith between the parties with a view to resolving such dispute. Each party irrevocably agrees that if the dispute is not resolved within 30 days from the date it first arises, the courts of Indonesia shall have exclusive jurisdiction to hear and determine any suit, action, or proceeding and to settle any disputes that may arise out of or in connection with these Terms & Conditions. For such purposes, each party irrevocably submits to the exclusive jurisdiction of such courts. All disputes and their resolution (whether conducted through negotiation, litigation, or otherwise) shall be strictly private and confidential between the parties.

16. Notices

You can contact us by any of the following methods:

Email: hi[at]menjadisolopreneur.com

X: <u>x.com/mgilangjanuar</u>

By making payment and filling out the student registration form, you acknowledge and agree to the terms and conditions outlined herein.