AMENDMENT
NUMBER: 1
DATE: 6 OCTOBER 2025
REGARDING
TERMS AND CONDITIONS

I. INTRODUCTION

This document is an update to the Terms and Conditions of IDRX Services ("Terms and Conditions") that were previously in effect. This change is made by PT IDRX Indo Inovasi ("IDRX") to align with the development of internal policies, legal provisions, and the operational needs of IDRX Services.

The updated Terms and Conditions will become effective on 6 October 2025 and replace all previous versions. Users are deemed to have read, understood, and agreed to all changes contained in this document.

II. DISCUSSION

As part of this Amendment, Letter I in the Terms and Conditions, which was previously titled **"Transaction Security"** has been replaced with a new provision titled **"Suspension, Termination, Cancellation, and Refund."**

All provisions that were previously under and after Letter I, including those regarding Transaction Security and other provisions following Letter I, are reorganized with numbering adjustments corresponding to this change, without altering their substantive content. The provisions added in this Amendment are as follows:

I. Suspension, Termination, Cancellation, and Refund

1. General Authority of IDRX

In connection with the security of Service usage, execution of transactions, and to ensure compliance with applicable laws and regulations, IDRX reserves the right to take actions including but not limited to:

a. refusing, cancelling, or refunding transactions authorized by the User;
b. suspending, restricting, or terminating the User's access to part or all of the Services; and/or
c. deactivating, blocking, or permanently or temporarily terminating the User Account.

2. Suspension or Termination of Account and/or Services

IDRX reserves the right to suspend, block, and/or terminate the User Account and/or access to the Services, either temporarily or permanently, under the following conditions including but not limited to:

a. as required by law, court order, or competent authority;
b. if there is any indication or suspicion of a violation of these Terms and Conditions, the Privacy Policy, or IDRX's internal policies;
c. if suspicious activity or transaction is detected, including but not limited to alleged money laundering, terrorism financing, proliferation financing of weapons of mass destruction, fraud, or other violations of law;
d. if the User Account is, or is likely to become, subject to legal proceedings, investigation, or presents a high legal risk;
e. if there is inconsistency or incompleteness in the information and/or documents submitted by the User; and/or
f. if required for technical-operational reasons and/or based on IDRX's sole discretion.

Suspension may be lifted once the underlying cause has been resolved in accordance with IDRX's policies and applicable laws and regulations.

3. **Rejection and Cancellation of Transactions**
   a. IDRX reserves the right to reject or cancel User transactions under certain circumstances, including but not limited to:
      1) where the User's Funds and/or IDRX Tokens are insufficient;
      2) as required by law, court order, government authority, or other competent authority;
      3) where there is a violation of these Terms and Conditions, the Privacy Policy, or IDRX's internal policies;
      4) where there are indications of suspicious transactions as stipulated under applicable laws and regulations;
      5) where there are discrepancies or inconsistencies between wallet addresses, bank accounts, or other information and the data provided by the User to IDRX; and/or
      6) for technical-operational reasons or based on IDRX's sole discretion.

   b. In the event that a transaction is cancelled, IDRX may, but is not obliged to, refund the funds to the User. If a refund is made, IDRX will do so within a maximum period of 14 (fourteen) Business Days from the date of rejection or cancellation of the transaction, after deducting the Refund Fee or other obligations (if any) in accordance with IDRX's policies and applicable provisions. The User hereby agrees to the deduction of the Refund Fee or other obligations (if any) by IDRX from the amount of funds refunded.

4. **Notification to Users**

   To the extent permitted by applicable law, IDRX may notify Users within the period specified by IDRX regarding any rejection, suspension, termination, cancellation of transactions, or

closure of Accounts, along with the reasons thereof, and may provide Users with the opportunity to remedy the violations in question.

III. CLOSING

1. Other provisions contained in the Terms and Conditions, insofar as they are not amended or supplemented through this Amendment, remain valid and binding on the User.
2. This Amendment constitutes an integral part of the Terms and Conditions, and therefore the User remains subject to and bound by all provisions contained therein.
3. With the enactment of this Amendment, all applicable IDRX Terms and Conditions are as set forth on the following pages.

TERMS & CONDITIONS

The Terms and Conditions of PT IDRX INDO INOVASI ("IDRX") are provisions containing terms and conditions regarding the use of products, services, technology, and service features provided by IDRX (hereinafter referred to as the "IDRX Platform").

Please take the time to read and understand these Terms and Conditions before using the IDRX Platform, so that Users are aware of their rights and obligations as IDRX users. By completing the registration process, Users acknowledge that they have READ, UNDERSTOOD, AGREED TO, and WILL COMPLY WITH the Terms and Conditions below. Users are advised to read all terms and conditions carefully before using the IDRX platform services or any services provided, and hereby agree and bind themselves to all activities in these Terms and Conditions with the following terms and conditions:

A. **Definitions and Terms**

DEFINITIONS Unless the context otherwise requires, the terms or definitions in these Terms and Conditions shall have the following meanings:

1. **"IDRX"** means PT IDRX Indo Inovasi, a limited liability company established under the laws of the Republic of Indonesia and acting as the issuer of the IDRX stablecoin and the provider of Services as set forth in these Terms and Conditions.

2. **"Platform"** refers to the electronic system managed and operated by IDRX, including but not limited to the website (https://home.idrx.co/id) and/or other digital channels used to provide the Services.

3. **"Stablecoin"** is a digital asset designed to maintain a stable value against a specific asset, and in this context refers to the IDRX digital token pegged 1:1 to the Indonesian Rupiah (IDR).

4. **"IDRX Token"** is a blockchain-based stablecoin issued and fully backed by Rupiah reserves by IDRX, and used for various digital transactions and integration with Web3 applications.

5. **"Blockchain"** is an open distributed ledger that can efficiently record transactions between two parties in a permanently verifiable manner.

6. **"Registration"** is the process of registering as a User on the IDRX Platform, which is an initial verification process to obtain information and statements regarding the use of the IDRX Platform services.

7. **"User"** or "User" is any individual or entity that accesses, registers, and/or uses the Services provided by IDRX through the Platform.

8. **"Verified User"** is a User who has completed the identity verification process (KYC) in accordance with IDRX policies and applicable laws and regulations.

9. **"Services"** are services provided by IDRX through the Platform, including but not limited to the purchase (minting), redemption, management, sending, and receiving of IDRX Tokens.

10. **"Wallet"** is a digital wallet or software that supports the storage, sending, and receiving of IDRX Tokens.

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11. **"Exchange Rate"** is the exchange rate set by IDRX for conversion between Rupiah and IDRX Tokens, which may change from time to time in accordance with applicable policies.

12. **"KYC (Know Your Customer)"** is the identity verification process conducted by IDRX on Users to ensure compliance with regulations.

13. **"APU PPT PPSPM"** is an acronym for Anti-Money Laundering and Counter-Terrorism Financing, as well as Counter-Proliferation Financing of Weapons of Mass Destruction, as regulated by applicable laws and regulations in Indonesia.

14. **"Business Day"** refers to any day other than Saturday, Sunday, and national holidays as designated by the Government of the Republic of Indonesia.

15. **"Personal Information"** means any information that can be directly or indirectly identified to the User, including but not limited to name, identity number, email address, telephone number, and financial information, as referred to in Law No. 27 of 2022 concerning Personal Data Protection ("PDP Law").

16. **"Communication"** means any official communication made by IDRX to the User, including via email, text message (SMS), telephone, or other approved communication media.

17. **"Web3"** is the concept of the next generation of the internet that focuses on decentralized systems, including but not limited to the use of blockchain, smart contracts, and digital assets, where IDRX Tokens can be used as a medium of transaction or a tool for participation.

18. **"Decentralized Finance (DeFi)"** is a blockchain-based financial application ecosystem that enables transactions to be carried out directly between parties without intermediaries, where IDRX Tokens can be used as stable assets.

19. **"Wallet Address"** is a public blockchain address used by Users to receive or send IDRX Tokens through a supported network (e.g., Polygon or BSC network).

20. **"Business Account"** is an account used by legal entities, such as companies, to access and use IDRX services. This account is subject to further document verification as determined by IDRX.

21. **"Minting" or "Purchase"** is the process of converting Rupiah currency into IDRX Tokens through the Platform, where IDRX is issued on-chain and sent to the user's wallet. This process follows the minimum and maximum transaction limits and payment methods set by IDRX.

22. **"Redemption (Redeem)"** is the process of converting IDRX Tokens into Rupiah through the Platform by burning IDRX Tokens on-chain, and the Rupiah funds are sent to a verified wallet under the same name as the user's account, in accordance with applicable limits and terms.

23. **"Bridge"** is a service provided by IDRX to transfer IDRX Tokens between blockchain networks (such as Polygon and BSC). This service has an estimated processing time of up to 24 hours and is subject to minimum transaction limits.

24. **"Get Other Tokens"** is a service for converting Rupiah into other cryptocurrencies such as USDT or USDC through an on-chain minting process, provided via the IDRX Platform and subject to applicable terms and transaction limits.

25. **"Fees"** are the amounts charged to Users for using IDRX Services.

26. **"Staking"** is a service where Users place IDRX Tokens in specific smart contracts provided by IDRX to earn yields, as described in IDRX's technical documentation.

27. **"API Key"** is an access key provided by IDRX to registered Users to use programmatic services (API), such as mint, redeem, and bridge services, subject to the applicable registration and access security requirements.

28. **"Smart Contract"** is a program or protocol stored and executed automatically on the blockchain network, which directly executes specific commands and conditions when predefined conditions are met.

B. **User Registration Process**

    1. **Account Registration Process (Create Account)**

- Visit the page https://home.idrx.co.

- Click the **"Log In / Sign Up"** button in the top right corner.

- If the User wants to create a personal account, click the **Personal Account** text. If not, click **Business Account**.

- Enter complete information such as email address, password, and phone number.

- Click the **Sign Up** button.

- Agree to the **Terms and Conditions** and **Privacy Policy**.

- Click the **"Sign Up"** button.

- Optionally, for a faster registration process, users can use their Google account or Web3 Wallet.

    2. **How to Log In**

- Access https://home.idrx.co.

- Click "**Log In / Sign Up**".

- Enter your registered email address and password.

- Click the "**Log In**" button to access your IDRX account.

- Alternatively, you can log in with your Google account or Web3 wallet.

    3. **Forgot Password**

- Visit the page https://home.idrx.co.

- On the login page, click "**Forgot Password**?".

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- Enter the email address used during registration and click the "**Send Instructions**" button.

- Check the User's inbox or spam folder. The IDRX team (support@idrx.co) will immediately send the user a message to their account email address. The email will contain a link to reset the user's account password.

- Click the **Reset Password** button to continue resetting the user's password.

- Enter the user's new password and then click the **Reset Password** button.

4. **Account Verification (KYC / Know Your Customer)**

- After logging into the IDRX app, the User will see a banner prompting them to verify their account.

- Select the "Verify" button to start the KYC process.

- Complete the requested information, including uploading a clear photo of the User's ID card (KTP) and a clear photo of themselves.

- After that, click the "Next" button to continue with the Activity Test.

- Please wait a moment while the system processes the verification request.

- Once the verification process is successful, the user will be notified of its completion.

5. **Business Account**

- The Business Account is a service offered to members who wish to conduct transactions using a company bank account. The difference between an individual account and an IDRX Business Account lies in the type of account used for transactions. For individual accounts, all transactions can be conducted using a personal bank account, while for business accounts, all transactions must be conducted using a company bank account.

- Users must create an individual account on the website https://idrx.co/signup

- Please send the required documents to **support@idrx.co** with the subject "IDRX Business Account Application - User Company Name."

- The documents required for creating an IDRX Business Account include:

  a. Indonesian Companies

    - Company name and email address used to register an individual IDRX account.

    - A scanned copy of the Director's ID card.

    - Company Deed of Establishment (Company Deed).

    - Company Amendment Deed, if applicable. (Amendment Deed, if applicable)

    - Ministry of Law Decision Letter (SK Kemenkum).

- Business Identification Number (NIB).

    b. Non-Indonesian Companies

- Company name and email address used to register an individual IDRX account.

- Company Registration Certificate.

- Company Profile/Certificate of Position.

- Scanned copy of the Director's passport.

• The verification process takes approximately 3 (three) business days after all documents have been successfully submitted.

• Creating an IDRX Business Account will change the User's personal account status. If the change process is successful, the User will receive a notification via the registered email.

• If the User encounters any issues during the account creation process, please contact us via email at support@idrx.co

C. **Statements and Warranties**

1. that if the User is an individual user, the User is at least 17 years of age and/or is a legally competent legal entity, not under guardianship, trusteeship, or any other legal condition that limits their capacity to perform the actions necessary in connection with the use of the IDRX Platform;

2. If the User registers using a Business Account on behalf of a legal entity, the User represents and warrants that: (i) the legal entity is validly established and operates in accordance with applicable law, including in the jurisdiction where it is located or has its legal domicile; and (ii) the User is legally authorized to represent and act on behalf of the legal entity in accessing and using the IDRX Services;

3. that the User understands the risks associated with the use of the Services, that the User is not prohibited or restricted from accessing or using these Services under Indonesian law or other applicable jurisdictions, and that the User is not prohibited by applicable law from using, or acting on behalf of another party that is prohibited or restricted from using the IDRX Platform or Services;

4. that the User has had the opportunity to seek legal, accounting, tax, and other professional advice regarding these Terms and the Services;

5. that in using the IDRX Platform or Services, the User warrants that the funds or financial assets used are their own and not the funds or financial assets of another person, are derived from a legitimate source, and are not derived from, or used for, activities that are contrary to applicable law, including but not limited to money laundering, terrorist financing, proliferation financing of weapons of mass destruction, fraud, and/or other violations of law;

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6. that in using the IDRX Platform or Services, the User warrants that the funds or financial assets used are free from any form of liens, pledges, claims, disputes, or other encumbrances that may affect the validity of ownership or use.

7. that in connection with the use of the IDRX Services or Platform, the User is obligated to comply with and enforce all applicable laws and regulations in Indonesia, and that the User is responsible for the costs and liabilities of the User to continue to comply with all such laws and regulations, including but not limited to regulations regarding money laundering, terrorist financing, proliferation of weapons of mass destruction, fraud, electronic information and transactions, personal data protection, taxation, and other applicable laws and regulations.

8. that neither the User nor the User's Affiliates shall use IDRX Tokens, funds, or anything related to the IDRX Platform and Services, either directly or indirectly, for the following purposes or interests: (i) In a manner that violates, is restricted, or is subject to sanctions under applicable laws and regulations regarding sanctions, whether national or international; (ii) In a manner that is contrary to, or causes negligence of reporting obligations under, applicable laws and regulations.

9. that the User does not: (i) commit any violations; (ii) be fined, banned, sanctioned, subject to restrictions related to legal sanctions, or subject to other sanctions; (iii) receive any oral or written notice from any Government regarding an actual or potential violation by the User; or (iv) receive any other report that the User is subject to or targeted by sanctions, restrictions, penalties, or enforcement actions or investigations under applicable law

10. that neither the User nor the User's Affiliates: (i) are owned (either economically or on record) or controlled by a Sanctioned Person; (ii) are not involved in any transactions, transfers, or actions, whether using or not using the IDRX Platform or its Services, that could result in the User, the User's Affiliate, or the User's or Affiliate's shareholders, directors, officers, employees, agents, or partners becoming a Sanctioned Person.

11. that neither the User nor the User's Affiliates or shareholders, directors, officers, employees, agents, or partners of the User or the User's Affiliates have ever directly or indirectly offered, promised, given, or authorized any payment, or offered, promised, given, or authorized any gift of value, including IDRX Tokens, to Government Officials or individuals employed by other entities in the private sector in violation of applicable laws and regulations;

12. that all information and/or documents provided by the User in connection with the IDRX Platform or Services are true, accurate, not misleading, and provided in good faith;

13. that the User must use anti-virus, anti-malware, and other reasonable software and techniques to protect the User and the User's Wallet from becoming victims of hacking or other malicious acts

14. that the User must not introduce or disseminate any viruses into the IDRX Platform or Services and the computer systems of its Affiliates;

15. that the User acknowledges and agrees that any instructions received or executed through the IDRX Platform or Services using the User's login credentials, or through the User's official email address registered in the IDRX system, shall be deemed valid, binding, and final. This provision

applies regardless of any errors arising from such instructions, whether committed by the User themselves or on behalf of the User, including but not limited to the consequences of fraud, use of instructions, device failure, or compromise of the credentials used to provide such instructions. The User also agrees that IDRX has the right to execute such instructions without incurring any liability or obligation for the consequences thereof.

16. that the User is not currently experiencing a Bankruptcy Event and has no reason to believe that the User will experience a Bankruptcy Event within the next six (6) months;

17. that all services on the IDRX Platform do not provide any guarantees or warranties, and IDRX does not guarantee that the IDRX Platform or Services will always be accessible at all times.

18. IDRX has provided sufficient information and explanations regarding the IDRX services to be used by the User in accordance with the terms and conditions, and the User understands and agrees to bear all consequences that may arise in connection with the use of IDRX services, including benefits, risks, and associated costs.

19. that the User hereby agrees and authorizes IDRX to use all data, information, and details obtained by IDRX regarding the User, including but not limited to the use of the User's personal communication channels, for other purposes as permitted by applicable laws and regulations. This includes, but is not limited to, the marketing of IDRX products or products from third parties collaborating with IDRX. For the use of data that requires approval from other parties, the User hereby declares that they have obtained written approval from the authorized party or any third party for the use of such data, information, and details. In this regard, the User declares and guarantees that IDRX will not provide compensation and/or liability in any form to the User or any party for any risks, losses, claims, and/or responsibilities that may arise in the future related to the use of data, statements, and information obtained based on such written consent.

20. The User declares and guarantees that the risks associated with the use of Third Party services, products and/or promotions with the User (if any) are borne by the User, and the User declares that IDRX is not responsible for the services and performance of Third Party services.

21. that the User hereby assumes full responsibility and agrees that IDRX shall not provide compensation and/or liability in any form to the User or any party for any losses and/or claims and/or demands arising or that may be experienced by IDRX as a result of the User's negligence or failure to carry out transactions.

22. IDRX will protect the User's personal data in accordance with the provisions of Law No. 27 of 2022 concerning Personal Data Protection (PDP Law).

23. IDRX does not guarantee an increase in the value of IDRX Tokens, does not promise financial gains from the use of the Platform or ownership of Tokens, and does not guarantee that IDRX Tokens are free from other risks.

24. IDRX reserves the right to modify, update, or discontinue part or all of the services on the Platform at any time with or without prior notice, to the extent permitted by applicable law.

D. **Obligations and Responsibilities**

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User Obligations and Responsibilities

1. Users are required to provide accurate, complete, up-to-date, and verifiable data and information to IDRX, whether during the registration process, verification, or when using the services.

2. Users are fully responsible for the confidentiality and security of account information, including cryptocurrency wallet addresses, passwords, private keys, and other authentication methods used to access the Platform.

3. Users are responsible for all activities, transactions, and legal actions carried out through their accounts, including consequences arising from the misuse of accounts by third parties.

4. Users must use the IDRX Platform and Services for lawful purposes and in compliance with applicable laws and regulations, including but not limited to regulations regarding money laundering, terrorism financing, proliferation of weapons of mass destruction, fraud, electronic information and transactions, personal data protection, taxation, and other applicable laws and regulations.

5. Users are responsible for immediately updating their personal data in the event of any changes and reporting to IDRX if there is any suspected misuse of their account.

6. Users are not permitted to use the Platform to store, transfer, or engage in other activities related to funds or assets that originate from or are used for activities that are contrary to the law, including but not limited to money laundering, terrorist financing, proliferation financing of weapons of mass destruction, fraud, and/or other legal violations;

7. Users are responsible for paying any fees incurred from using the Platform's services, in accordance with the fee terms and policies set by IDRX.

8. Users are required to report and pay applicable taxes on all transactions conducted through the Platform to the relevant tax authorities.

9. Users are responsible for losses arising from their own negligence or violations, including but not limited to: (i) Loss of access due to forgetting passwords, seed phrases, or private keys; (ii) Granting unauthorized access to third parties; (iii) Failure to activate additional security measures such as two-factor authentication (2FA).

IDRX's Obligations and Responsibilities

1. IDRX is obligated to maintain the confidentiality, security, and protection of Users' personal data in accordance with Law Number 27 of 2022 concerning Personal Data Protection (PDP Law).

2. IDRX is not liable for any losses arising from: (i) Negligence or violations committed by the User; (ii) Force majeure as defined in these Terms and Conditions.

3. IDRX is responsible for providing customer service support through official channels and addressing User inquiries or complaints in a timely and appropriate manner.

4. IDRX is not responsible for transaction errors caused by incorrect information provided by Users, such as incorrect wallet addresses or bank account details.

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5. IDRX is obligated to comply with the law and report suspicious activities to the relevant authorities if there are indications of legal violations by Users.

6. IDRX reserves the right to modify, update, or discontinue part or all of the services on the Platform at any time with or without prior notice, at its discretion.

Limitation of Liability

The User agrees to bear all risks, losses, or consequences arising from and experienced by the User, including:

1. Damage, delay, loss, or error in the delivery of instructions and communications electronically caused by the User's error or negligence;

2. IDRX Account reports or notifications regarding the use of the Service sent by IDRX to the User are deemed to have been received and read by the User, and IDRX is not responsible for any risks or losses arising from such reports or notifications being accessed, read, or misused by unauthorized parties who gain access to the User's IDRX Account;

3. The disclosure of passwords and/or account credentials to third parties due to the User's negligence.

4. The User understands and agrees that the IDRX Account and services may only be used for purposes that do not conflict with applicable laws and/or IDRX's internal policies, as well as other national and international regulations related to the execution of transactions, whether directly or indirectly. IDRX is not obligated to provide compensation or any form of liability to the User or any other party for claims, demands, or losses arising from the User's use of IDRX services for transactions classified as suspicious and/or prohibited under applicable laws and regulations or IDRX's internal policies, as well as other applicable national and international regulations related to such transaction activities.

5. Errors, omissions, or losses arising beyond IDRX's control or directly beyond IDRX's authority, including those caused by the use of services provided or involving third parties.

6. In using IDRX services, Users acknowledge and agree that certain sanctions may be imposed by governments, including foreign governments and/or other authorized authorities, against specific countries, legal entities, or individuals. Based on these provisions, IDRX reserves the right to refuse or not process transactions that violate these sanctions, and if required by the authorities, related information may be disclosed. IDRX is not responsible for delays, failures, or disclosures of information by the IDRX platform or third parties as a direct or indirect result of violations of these sanctions.

E. **Data Protection (Privacy Policy)**

This section governs how IDRX manages the privacy and protection of Users' personal data. User privacy is our priority. We encourage Users to read this IDRX Privacy Policy carefully to understand our purposes and methods in collecting, using, storing, and disclosing Users' personal information.

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1. **Scope and Consent**

   By registering, accessing, or using any products, services, features, technologies, or functions available on the IDRX Platform and related websites, Users are deemed to have read, understood, and agreed to the terms of this IDRX Privacy Policy.

   By using our Services, interacting with our systems, submitting data to us, and/or registering an account on the IDRX platform, Users consent to the collection, use, disclosure, and storage of their personal data as described in this Privacy Policy and in the Terms and Conditions of use of IDRX services.

2. **Personal Data Protection Policy in Indonesia**

   This Privacy Policy is based on the provisions of the Personal Data Protection Law in Indonesia as stipulated in Law No. 27 of 2022 on Personal Data Protection (PDP Law).

3. **Data Collection**

   Data provided by Users

   IDRX collects Personal Data that Users provide directly to us for the purpose of providing and using IDRX services. The data collected includes but is not limited to:

   - Identity Data, such as full name, gender, place and date of birth, and identity documents such as a Resident Identity Card (KTP) for Indonesian citizens, or a passport for foreign nationals;

   - Contact Data, such as email address, telephone number, and/or residential address;

   - Account Data, including bank account information, payment methods, and other financial transaction details;

   - Transaction Data, including purchase, sale, transfer, or other activities related to digital assets, as well as the User's transaction history while using the IDRX platform;

   - Technical Data, such as Internet Protocol (IP) address, login data, browser type and version, time and location settings, browser plug-in type and version, operating system and platform, device identity, and other device-related information when using the IDRX platform;

   - Profile Data, including username, password, transaction preferences, and responses to surveys or other interactions within the platform;

   - Usage Data, which is information about how Users use the features of the IDRX platform;

   - Location Data, which is a way for Users to share their location with IDRX in the form of photos or videos and upload them to the IDRX platform;

   - Liveness Detection, which is data used for verification or authentication purposes;

- Marketing and Correspondence Data, such as User preferences regarding the delivery of information or communications from IDRX;

- Company Legal Data (for users in the form of legal entities), including but not limited to:

  - Articles of association and/or amendments thereto;

  - Business Identification Number (NIB)/Certificate of Registration;

  - Taxpayer Identification Number (NPWP);

  - Identity of directors and/or company representatives;

- Any additional information or documents that IDRX may request from the User to verify the Account or for the use of IDRX Services.

Important Note:

By using IDRX services, Users declare that all Personal Data and/or Entity Data submitted by Users is true, accurate, and up-to-date. Users are responsible for updating this information if there are any changes. IDRX reserves the right to verify and request additional documents to ensure the accuracy and completeness of the data provided, as well as to comply with applicable regulations.

Data Collected Automatically

When Users access or use the IDRX platform, including our website, application, or other services, we automatically collect certain information related to User activities, the devices used, and User interactions with our system. Data collected automatically includes but is not limited to:

a. Transaction Data.

   We record information related to transactions that Users make through the IDRX platform, including product details, purchase prices, and the date and location of the transaction.

b. Device and Usage Data.

   We collect technical data related to the devices and networks that Users use to access IDRX services, such as hardware model, operating system version, mobile network, IP address, unique device identifier, browser type, and application version. We also collect Data about Users' activities on our Website and/or Application, such as access time, pages viewed, links clicked, and pages Users visited before navigating to our Website and/or Application.

c. Location Data.

   Subject to Users' device permissions, we may collect Data about Users' device locations. Users may stop the collection of location Data at any time.

d. Data from Cookies and Similar Technologies.

When Users register, access, or use any products, services, content, features, technologies, or functions offered on the IDRX Platform and all related sites, we or our official service providers (if any) may use cookies, web beacons, and other similar technologies to store information to help us provide Users with a better, faster, and safer experience. Service providers are companies that assist us in various aspects of our business, such as site operations, customer support, services, applications, and tools.

Data We Collect from Other Sources

We obtain Data from third-party sources. For example, we may collect Data about Users from identity verification services, data analytics providers, and/or other sources.

4. **Use of Data**

If the User chooses to use our Services, the User agrees to the collection and use of data in accordance with this policy. The Personal Data we collect is used to provide and improve the Service or other purposes as specified in this Privacy Policy, including:

a. Providing, maintaining, and improving our products and services;

b. Processing transactions and sending related Data to Users, including confirmations, receipts, invoices, customer experience surveys, and recall notices;

c. Enhancing the User experience on our Platform;

d. Sending Users technical notifications, security alerts, and support and administrative messages;

e. Providing customer service in response to User comments and questions;

f. Communicating with Users about products, programs, and events available in the IDRX Service and others, and providing news and Data that we believe will be of interest to Users;

g. Monitoring and analyzing trends, usage, and activities related to our Platform or Services;

h. Facilitating contests, sweepstakes, and promotions, and processing and sending entries and prizes;

i. Detect, investigate, and prevent security incidents and harmful, fraudulent, deceptive, or illegal activities, and protect the rights and property of IDRX and others;

j. Debug to identify and fix errors on our Website;

k. Comply with legal obligations; and

l. Carry out other purposes explained to Users at the time the Data is collected.

5. **Data Disclosure**

By using IDRX services, Users agree that Personal Data collected by IDRX may be disclosed and/or shared with the following parties to the extent necessary to support the provision of IDRX services and/or as required by applicable law:

a. Third Parties. IDRX may engage third-party service providers in connection with the use of IDRX services, including but not limited to hosting services, content management, technical integration, marketing, analytics, customer service, fraud protection, payment processing, transaction fulfillment, and delivery. These third parties may have access to Users' Personal Data to the extent necessary to perform such functions or services.

b. Business Group and Its Members. User Personal Data may also be shared with any member of the IDRX business group, including but not limited to direct or indirect subsidiaries, the parent company, and other subsidiaries of the parent company. This includes each shareholder, director, officer, affiliate, employee, agent, partner, and legal advisor or official representative.

c. Legal and Government Authorities. IDRX may disclose User Personal Data if required by law, court order, or request from government authorities or other authorities with legal authority in the relevant jurisdiction.

6. Data Storage and Deletion

a. User Personal Data will only be stored by IDRX for as long as necessary to fulfill the purpose of its collection, or for as long as such storage is required or permitted under applicable laws and regulations. IDRX will cease storing Personal Data, or remove its association with the User's identity as an individual, as soon as it is deemed that the purpose of collecting the Personal Data has been achieved, and storage is no longer necessary for operational, business, or legal compliance purposes.

b. Personal Data collected by IDRX may be stored, transferred, and/or processed by third parties working with IDRX, such as service providers, vendors, partners, contractors, or affiliates.

c. IDRX will store and process User Personal Data for as long as the User's account is active and/or as required by applicable laws and regulations.

7. Data Updates

IDRX takes reasonable steps to ensure that the Personal Data we collect from Users is accurate, complete, not misleading, and up to date, in accordance with applicable regulations. Users have the right to access and/or update their Personal Data.

Access to User Personal Information

• Users can access their personal information at any time by logging into the IDRX Dashboard, then going to the "Settings >> Account Verification" menu for individual user accounts.

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- For Business Accounts, Users can access company data and supporting documents through the "Company >> Legal Verification" menu.

Updating or Correcting User Personal Information

It is the User's responsibility to ensure that all Personal Data provided by the User to IDRX is complete, accurate, correct, and up to date. If the User wishes to update or correct their Personal Data, they can contact us via email or by submitting a support ticket through the Help Center on our official website.

IDRX reserves the right to refuse requests for updates or corrections if there are valid reasons or legal provisions that restrict changes to such information.

8. **User Rights as a Subject of Personal Data**

    a. Users have the right to obtain information about the management of their personal data by IDRX, including the types of personal data collected, the purpose of processing, and the parties receiving the data.

    b. Users have the right to request corrections to their personal data that is inaccurate, incomplete, or outdated.

    c. Users may submit a request to delete their personal data in the following cases:

        1) The data is no longer necessary for the purpose for which it was collected;

        2) The processing does not comply with applicable legal provisions

F. **Transaction Procedures, including:**

  1. **Mint IDRX**

      - Visit home.idrx.co and click the Get IDRX button

      - Enter your registered email address and password. Then, press the Login button

      - After logging in, you will automatically be on the Mint tab.

      - In the Mint section, provide the following details:

          -   Enter the number of IDRX tokens to be minted

          -   Specify the recipient wallet address

          -   Select the IDRX network

      - After entering the details, click "Review Mint" to proceed.

      - You will be redirected to the payment confirmation page. Click "Continue Payment".

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- On the payment page, select your preferred payment method and complete the payment process.

- After making the payment, you will receive a pop-up notification confirming that the Invoice has been Paid.

- Wait a few moments until the status changes to "Minted."

- Return to the IDRX app and navigate to the Transactions menu. You can also filter transaction history by transaction type and blockchain.

- Once the status is "Minted," the IDRX tokens will be automatically sent to the specified recipient wallet.

- Ensure you have imported the tokens into your wallet to view your IDRX balance. You can do this by clicking the "+" button.

- If you encounter any problems with the transaction within 24 hours, please contact IDRX customer support at support@idrx.co.

2. **Redeem IDRX**

- Visit home.idrx.co and click the home.idrx.co button

- Enter your registered email address and password. Then, click the Login button

- After logging in, navigate to the Redeem tab

- Click "Connect to Web3 wallet."

- A pop-up window will appear, displaying options for your Web3 wallet. Select the wallet you are using.

- Select the network and enter the amount of IDRX you wish to redeem and your bank account details. Ensure the recipient's bank account name matches your IDRX account. Click "Review Redeem" to proceed.

- You will see the redemption details. If everything is correct, click "Proceed Redeem."

- Sign the transaction in your wallet. Ensure you have sufficient gas fees to confirm the redemption process.

- If the transaction is successful, you will receive a notification on your screen.

- Wait a few moments for the balance to be successfully transferred to your account.

- To check the redemption status, open the Transactions page. You can also filter transaction history by transaction type and blockchain.

- If you encounter any problems with the transaction within 24 hours, please contact IDRX customer support at support@idrx.co.

3. **Bridge IDRX**

    - Visit home.idrx.co and click the home.idrx.co button

    - Enter your registered email address and password. Then, click the Login button.

    - After logging in, navigate to the Redeem tab

    - Click "Connect to Web3 wallet."

    - A pop-up window will appear, displaying options for your Web3 wallet. Select the wallet you use.

    - Select the desired blockchain network from the provided options.

    - Enter the amount of IDRX tokens you wish to convert.

    - Click "Review Bridge" to continue the process.

    - You will see the exchange details. If everything is correct, click "Proceed Bridge."

    - Sign the transaction in your wallet. Ensure you have sufficient gas fees to confirm the exchange process.

    - If the transaction is successful, a notification will appear on your screen.

    - To check the bridge status, open the Dashboard and select "Bridge." Wait until the status changes to "Success."

    - Ensure you have imported the tokens into your wallet to view the updated IDRX balance. You can do this on the Mint/Redeem page and click the "+" button.

    - If you encounter any problems with the transaction within 24 hours, please contact IDRX customer support at support@idrx.co.

4. **Get Other Tokens**

    IDRX allows you to obtain other tokens by making payments in Rupiah. The process of obtaining other tokens involves printing and direct conversion of IDRX on the blockchain. Here are the tokens supported for each network:

Network	Token
Polygon	USDT
BNB Chain	USDT
Lisk	USDT0
Base	USDC

    By following these instructions, you will make a payment in IDR and receive other tokens. Here's how to do it:

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- Visit home.idrx.co

- Enter your registered email address and password. Then, press the Login button

- In the Mint section, provide the following details:

  - Enter the number of IDRX tokens to be minted

  - Specify the recipient's wallet address

  - Select the IDRX network

- After entering the details, click "Review Mint" to continue.

- You will be redirected to the payment confirmation page. Click "Continue Payment".

- On the payment page, select your preferred payment method and complete the payment process.

- After making the payment, you will receive a pop-up notification confirming that the Invoice has been Paid.

- Wait a few moments until the status changes to "Minted."

- Return to the IDRX app and navigate to the Transactions menu. You can also filter transaction history by transaction type and blockchain.

- Once the status is "Minted," the IDRX tokens will be automatically sent to the specified recipient wallet.

- Ensure you have imported the tokens into your wallet to view your IDRX balance. You can do this by clicking the "+" button.

- If you encounter any problems with the transaction within 24 hours, please contact IDRX customer support at support@idrx.co.

5. **Redeem Other Stablecoins**

The redeem feature also allows you to receive Indonesian Rupiah directly into your bank account using other tokens via the platform. Please note that if you attempt to burn tokens outside the platform, you will not receive the corresponding funds in your bank account. Please find the supported tokens for each network below:

Network	Token
Polygon	USDT
BNB Chain	USDT
Lisk	USDT0
Base	USDC

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By following these instructions, you will exchange USDT and receive IDR in your bank account. Here's how to exchange it:

- Visit home.idrx.co

- Enter your registered email address and password. Then, press the Login button

- After logging in, navigate to the Redeem tab

- Click "Connect to Web3 wallet."

- A pop-up window will appear, displaying options for your Web3 wallet. Select the wallet you use.

- Select the network and enter the amount of stablecoin you wish to redeem and your bank account details. Ensure the recipient's bank account name matches your IDRX account. Click "Review Redeem" to continue.

- You will see the exchange details. If everything is correct, click "Proceed Redeem."

- Sign the transaction in your wallet. Ensure you have sufficient gas fees to confirm the redemption process.

- If the transaction is successful, you will receive a notification on your screen.

- Wait a few moments for the balance to be successfully transferred to your account.

- To check the redemption status, open the Transactions page. You can also filter transaction history by transaction type and blockchain.

- If you encounter any problems with the transaction within 24 hours, please contact IDRX customer support at support@idrx.co.

6. **Transaction Terms**

   a. **Execution Time**

   All transactions conducted by Users on the IDRX Platform, including minting, redeeming, bridging, and other transactions, will be executed within 1x24 hours from the time all transaction requirements are deemed complete and accepted by the IDRX system.

   b. **Wallet Address or Bank Account Compatibility**

   - For security and verification purposes, each transaction can only be conducted using a wallet address or bank account that matches the data registered by the User.

   - If the User wishes to use a different address or account, the User must:

     - Check the consent box (checkbox) provided on the transaction form;

     - Provide a clear written explanation for the use of a different wallet address or bank account.

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- Without compliance with the above conditions, IDRX reserves the right to reject the submitted transaction.

c. Exchange Rate Determination (Exchange Rate)

The exchange rate used for each transaction is determined based on the price applicable at the time of transaction execution at the IDRX desk, not at the time the transaction request is submitted.

G. Transaction Fees

1. Users understand and agree that for every transaction made through the IDRX platform, including but not limited to minting, redemption, bridging, and refunds, service fees will be charged as stipulated in these terms and conditions:

   a. Minting Fees

   Each purchase of IDRX Tokens (minting) may be subject to a transaction fee ranging from IDR 0 to IDR 3,000, depending on the payment method used by the User.

   b. Redeem Fee

   For each exchange of IDRX Tokens into Indonesian Rupiah (redeem), the User will be charged a fee of IDR 5,000 to IDR 35,000, depending on the amount exchanged.

   c. Bridge Fee

   For each transaction involving the transfer of IDRX Tokens between blockchain networks (bridge), a fee of 10,000 IDRX will be charged, which will be automatically deducted from the number of tokens sent from the originating network.

   d. Refund Fee

   In the event of a transaction cancellation for minting or redemption by the system due to a violation or transaction failure, the following fees will apply:

   1) A refund penalty fee of Rp 5,000; and

   2) The redemption fee as specified above.

2. The amount of fees as mentioned above may change at any time based on IDRX policy and will be communicated through the official IDRX website or other media determined by IDRX.

3. The user hereby states that they have read, understood, and agreed to all terms and conditions related to transaction fees as stated in this document and/or official documentation published by IDRX.

H. Transaction Limits

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1. Users understand and agree that for every transaction conducted through the IDRX platform, there are provisions regarding transaction limits as stipulated in these terms and conditions:

   a. IDRX Minting Limits from Rupiah (Mint):

      • Minimum transaction: IDR 20,000

      • Maximum transaction: IDR 1,000,000,000 per transaction.

      • For minting transactions exceeding IDR 1 billion, the User must contact the IDRX team via email at support@idrx.co for processing.

      • Transactions will be automatically canceled if the User has not made payment within 24 hours.

      • IDRX is not responsible for deposit errors caused by incorrect Virtual Account (VA) numbers.

   b. IDRX Withdrawal Limit to Rupiah (Redeem):

      • Minimum transaction: IDR 20,000

      • Maximum transaction: IDR 1,000,000,000 per transaction.

      • IDRX redemption up to IDR 250 million will be processed in real-time.

      • IDRX redemption above IDR 250 million up to IDR 1 billion will be processed on weekdays (Monday–Friday) from 08:00–15:00 WIB.

      • For withdrawal requests above IDR 1 billion, Users must contact the IDRX team via email at support@idrx.co for processing.

   c. IDRX Bridge Withdrawal Limits

      • Balances will be processed and credited to the User's wallet address within a maximum of 24 hours after the User's request is submitted.

      • The minimum transaction amount is IDR 20,000.

   d. Other Asset Exchange Limits (Get Other Tokens & Redeem Other Stablecoins):

      • Minimum transaction amount: IDR 20,000.

      • Maximum transaction amount: IDR 100,000,000 per transaction.

      • For transactions exceeding Rp100 million, the User must contact the IDRX team via email at support@idrx.co for processing.

      • Transactions will be automatically canceled if the User has not made payment within 24 hours.

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- • IDRX is not liable for any deposit errors resulting from incorrect Virtual Account (VA) numbers.

2. The withdrawal limits mentioned above may change at any time based on IDRX policies and will be communicated through the official IDRX website or other media designated by IDRX.

3. The User hereby states that they have read, understood, and agreed to all terms and conditions related to withdrawal limits as stated in this document and/or official documentation published by IDRX.

I. Suspension, Termination, Cancellation, and Refund

1. General Authority of IDRX

In connection with the security of Service usage, execution of transactions, and to ensure compliance with applicable laws and regulations, IDRX reserves the right to take actions including but not limited to:

a. refusing, cancelling, or refunding transactions authorized by the User;
b. suspending, restricting, or terminating the User's access to part or all of the Services; and/or
c. deactivating, blocking, or permanently or temporarily terminating the User Account.

2. Suspension or Termination of Account and/or Services

IDRX reserves the right to suspend, block, and/or terminate the User Account and/or access to the Services, either temporarily or permanently, under the following conditions including but not limited to:

a. as required by law, court order, or competent authority;
b. if there is any indication or suspicion of a violation of these Terms and Conditions, the Privacy Policy, or IDRX's internal policies;
c. if suspicious activity or transaction is detected, including but not limited to alleged money laundering, terrorism financing, proliferation financing of weapons of mass destruction, fraud, or other violations of law;
d. if the User Account is, or is likely to become, subject to legal proceedings, investigation, or presents a high legal risk;
e. if there is inconsistency or incompleteness in the information and/or documents submitted by the User; and/or
f. if required for technical-operational reasons and/or based on IDRX's sole discretion.

Suspension may be lifted once the underlying cause has been resolved in accordance with IDRX's policies and applicable laws and regulations.

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3. **Rejection and Cancellation of Transactions**
   a. IDRX reserves the right to reject or cancel User transactions under certain circumstances, including but not limited to:
      1) where the User's Funds and/or IDRX Tokens are insufficient;
      2) as required by law, court order, government authority, or other competent authority;
      3) where there is a violation of these Terms and Conditions, the Privacy Policy, or IDRX's internal policies;
      4) where there are indications of suspicious transactions as stipulated under applicable laws and regulations;
      5) where there are discrepancies or inconsistencies between wallet addresses, bank accounts, or other information and the data provided by the User to IDRX; and/or
      6) for technical-operational reasons or based on IDRX's sole discretion.

   b. In the event that a transaction is cancelled, IDRX may, but is not obliged to, refund the funds to the User. If a refund is made, IDRX will do so within a maximum period of 14 (fourteen) Business Days from the date of rejection or cancellation of the transaction, after deducting the Refund Fee or other obligations (if any) in accordance with IDRX's policies and applicable provisions. The User hereby agrees to the deduction of the Refund Fee or other obligations (if any) by IDRX from the amount of funds refunded.

4. **Notification to Users**

   To the extent permitted by applicable law, IDRX may notify Users within the period specified by IDRX regarding any rejection, suspension, termination, cancellation of transactions, or closure of Accounts, along with the reasons thereof, and may provide Users with the opportunity to remedy the violations in question.

J. **Transaction Security**
   1. IDRX is committed to maintaining the security of every transaction made by Users through the Platform, whether in the form of fiat transactions or digital assets. To that end, IDRX implements a multi-layered security system that includes identity verification, user authentication, transaction monitoring, and strict account usage policies.

   2. All transactions conducted by Users can only be performed through accounts that have successfully completed the identity verification process (Know Your Customer/KYC) in accordance with the applicable terms and conditions on the Platform. Similarly, for digital asset transactions, Users must ensure that the destination wallet address and network used are compatible with those supported by IDRX. Some digital assets may also require additional information, which must be filled out correctly to ensure the success of the transaction.

   3. Transactions can only be conducted by the account's rightful owner, and IDRX is not liable for any losses arising from unauthorized access by third parties due to the User's negligence in safeguarding account confidentiality, login information, or authentication devices. All transaction

authorization actions, such as the use of OTP codes, PINs, or Two-Factor Authentication (2FA) methods, are the User's responsibility to ensure account and transaction security.

4. Any form of loss or consequence arising from the misuse of information by unauthorized parties is the full responsibility of the User, as long as it is not caused by negligence or error on the part of IDRX.

K. Consumer Complaint Service

1. Scope of Complaint Service

IDRX provides a complaint service for Users who experience problems related to the use of the IDRX Platform or Services.

2. Receipt of Complaints

a. Users may submit complaints verbally and/or in writing via email, online forms, or other official communication channels provided by IDRX.

b. Complaints can be submitted 24 (twenty-four) hours a day. IDRX will provide a 24-hour complaint reception service.

c. Complaints received will be recorded and documented by IDRX, accompanied by a registration number and the date of the complaint.

d. If IDRX requires a written complaint, the User must attach the required documents, including:

• User identity

• Type and date of service use

• Complaint issue

• Other documents if required

3. Complaint Handling

a. IDRX will handle complaints verbally within a maximum of 5 (five) working days from the date the complaint is received.

b. If a written complaint is required, the User must complete the required documents, as mentioned above. The User is given a period of 10 working days to complete these documents.

c. After the documents are received in full, IDRX will resolve the complaint in writing within a maximum of 10 (ten) working days. Under certain circumstances, this period may be extended by a maximum of 10 (ten) additional working days with prior notice to the User.

d. If the resolution requires follow-up by another party, IDRX will coordinate and notify the User in accordance with applicable regulations.

4. **Rejection of Complaints**

IDRX reserves the right to reject a complaint if:

a. The User fails to complete the documents within the specified timeframe;

b. The issue raised has been resolved;

c. The complaint is not related to material, reasonable, and direct losses and/or potential losses as stated in the agreement and/or product and/or service utilization documents;

d. The issue is not related to IDRX services or products; or

e. The issue is currently under legal proceedings or has been decided by a court.

5. **Complaint Resolution**

IDRX will respond to each complaint in the form of:

a. an explanation of the issue in the event that there is no error, negligence, or act contrary to the provisions of the law committed by IDRX, or

b. an offer of resolution if there is an error, negligence, or action contrary to legal regulations committed by IDRX

c. If the User does not agree with the verbal response, IDRX will provide a written confirmation.

d. All verbal complaint processes conducted through voice and/or video communication channels will be recorded in accordance with the provisions of the law.

6. **Complaint Service Contact**

Information regarding complaint forms, official email addresses, and other communication channels can be accessed at www.idrx.co.id or via email at support@idrx.co

L. Resolution of Consumer Disputes

Any dispute, conflict, or difference of opinion (hereinafter referred to as "Dispute") arising in connection with the implementation of the cooperation shall be resolved in the following manner:

1. That every Dispute, to the extent possible, shall be resolved through deliberation to reach consensus within 30 (thirty) working days.

2. Any Dispute that cannot be resolved through consultation shall be resolved through the Indonesian National Arbitration Board (BANI) or the South Jakarta District Court.

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M. Implementation of Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF), and Counter-Proliferation Financing (CPF) Programs (PPPSM)

1. Active supervision by the Board of Directors and Board of Commissioners

As part of the implementation of the Anti-Money Laundering (AML), Counter-Terrorism Financing (CTF), and Prevention of Proliferation Financing of Weapons of Mass Destruction (PPPSPM) programs on the IDRX platform, the Board of Directors and Board of Commissioners are responsible for ensuring that the established policies and procedures are implemented effectively and continuously, in accordance with applicable laws and regulations.

Active Supervision by the Board of Directors

The IDRX Board of Directors actively supervises the implementation of the AML, CFT, and PPPSPM programs through the following actions:

a. Proposing written policies and procedures regarding the implementation of the AML, CFT, and PPPSPM programs to the Board of Commissioners;

b. Ensuring that the established policies and procedures are consistently implemented by all relevant work units;

c. Appointing a dedicated AML-CFT unit and/or officials with primary responsibility for the management and implementation of the AML, CFT, and PPPSPM programs;

d. Monitoring compliance of all IDRX work units in implementing APU, PPT, and PPPSPM provisions;

e. Ensuring that APU, PPT, and PPPSPM policies and procedures are aligned with developments in IDRX products and services, including stablecoin technology and mechanisms, as well as current trends in TPPU, TPPT, and/or PPPSPM criminal activities;

f. Ensuring that all employees involved, particularly those from relevant work units and new employees, undergo training related to APU, PPT, and PPPSPM once a year;

g. Ensuring that discussions regarding the implementation of the APU, PPT, and PPPSPM programs are included in the Board of Directors' meeting agenda on a regular basis and are properly documented.

Active Supervision by the Board of Commissioners

The IDRX Board of Commissioners has a strategic role in the scope of supervision as follows:

a. Ensuring that IDRX has written and comprehensive policies and procedures for the implementation of APU, PPT, and PPPSPM programs;

b. Approving the APU, PPT, and PPPSPM policies and procedures proposed by the Board of Directors;

c. Conducting regular evaluations of the effectiveness of the established policies and procedures

d. Overseeing the Board of Directors' implementation of their responsibilities in executing the APU, PPT, and PPPSPM programs;

e. Ensuring that the implementation of APU, PPT, and PPPSPM is discussed in joint meetings of the Board of Directors and the Board of Commissioners;

2. APU, PPT, and PPPSPM Program Policies and Procedures

IDRX develops and implements APU-PPT-PPPSPM policies and procedures in accordance with applicable laws and regulations, including:

I. Identifying and verifying Users, through requests for User data and information

J. Identification and verification of the Beneficial Owner of the User, through Customer Due Diligence (CDD) or Enhanced Due Diligence (EDD);

K. Rejection of transactions and/or termination of business relationships if there are discrepancies in data, potential legal violations, or connections to national/international sanctions lists;

L. Continuous management of ML, FT, and/or PPSPM risks related to customers, countries of origin, products and services used, as well as distribution networks or business partners;

M. Maintenance of accurate data, including transaction records, documentation of CDD and EDD processes, and archives of internal policies and procedures related to the AML/CFT/PPSPM Program;

N. Updating and monitoring risk profiles, both systematically through integrated monitoring tools and manual evaluation by the compliance team;

O. Internal reporting to senior officials, the Board of Directors, and/or the Board of Commissioners regarding the implementation of the APU, PPT, and PPPSPM programs;

P. External reporting to the Financial Transaction Reports and Analysis Center (PPATK) in accordance with the provisions of laws and regulations.

3. Internal Control, Information Management and Reporting Systems

IDRX will implement an internal control system to detect and prevent money laundering (TPPU), terrorism financing (TPPT), and proliferation financing of weapons of mass destruction (PPPSPM). Monitoring is carried out through an automated system and analysis by the IDRX team of the frequency, volume, and patterns of transactions that do not match the user profile.

The IDRX monitoring system is designed to detect suspicious activities, such as unusual spikes in transactions, transactions to/from high-risk countries, and the use of accounts for purposes other than those intended. If indications of violations are found, IDRX may:

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a. Conduct further verification through EDD;

b. Submit suspicious transaction reports to PPATK;

c. Suspend or terminate the User's services;

d. Provide data and cooperate with the relevant authorities in accordance with applicable laws.

IDRX also regularly updates risk monitoring parameters, maintains complete documentation, and ensures that all mitigation measures comply with applicable regulations.

N. Force Majeure

IDRX shall not be liable for any delay, failure to fulfill obligations, losses, and/or damages arising from the performance of obligations under these Terms and Conditions if such delay or failure is caused by circumstances beyond IDRX's reasonable control, including but not limited to: fire; strikes; floods; banking system failures; collapse or fluctuations in the digital token market; power outages or disruptions in power supply; natural disasters or acts of state enemies; actions by the Government, Government Officials, or Authorized Authorities, including but not limited to laws, policies, regulations, decisions, or other actions in any form established by courts, government agencies, parliaments, and/or other authorized bodies; any form of market movement, shift, or volatility; failure of computer systems, servers, or internet networks; internet disruptions, virus attacks, mechanical failures, or communication disruptions; security breaches or cyberattacks; criminal acts; delays or failures caused by public operators; actions or omissions of other third parties; or other forms of delays, failures, or disruptions that cannot reasonably be foreseen or anticipated, or that are beyond the control of IDRX. In the event of a Force Majeure event as referred to above, IDRX shall be exempt from all obligations under these Terms and Conditions.

O. Taxes

Any taxes arising in connection with the performance of IDRX Services shall be the responsibility of each Party, in accordance with the applicable tax regulations in Indonesia.

P. Prohibitions

Without prejudice to other provisions regarding prohibitions in these Terms and Conditions, Users are prohibited from performing the following acts:

1. Users are prohibited from performing acts that may cause harm to IDRX and/or that are contrary to these Terms and Conditions or applicable laws and regulations.

2. In the event that the User violates any of the provisions referred to above, the User shall be fully responsible for such violation and hereby agrees that IDRX has the right to restrict access to or features of the IDRX service. The User understands and agrees that IDRX shall not be liable in any way for the risks or consequences arising from such service restrictions. The User is obligated to compensate IDRX for the value of any losses incurred as a result of such violations. For this

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purpose, the User hereby authorizes IDRX to debit the User's Account. If the balance is unavailable or insufficient, the User is obligated to pay the entire amount of compensation in cash to IDRX no later than 7 (seven) business days from the date the claim is filed by IDRX.

Q. Miscellaneous Provisions

1. If the User engages in actions outside the scope of the Terms and Conditions, the User shall be fully responsible and hereby agrees that IDRX shall not be liable for any compensation and/or liability of any kind to the User or any third party for any claims, lawsuits, and/or demands made by third parties in connection with the actions taken by the User;

2. The User must comply with all the requirements set forth in the Terms and Conditions. The User's failure and/or error in complying with or implementing the contents of the Terms and Conditions on one or more occasions shall not eliminate the User's obligation to continue to fulfill all the requirements and/or obligations contained in the Terms and Conditions;

3. The User understands and agrees that these Terms and Conditions constitute an electronic agreement, and the User's action of clicking the 'register' button when opening an Account or the 'login' button when accessing the User's Account constitutes active consent to be bound by the agreement with IDRX, thereby making the Terms and Conditions and Privacy Policy legally valid and binding and continuing to apply as long as the User uses the IDRX Platform and Services;

4. The User shall not file any claims or objections regarding the validity of the Terms and Conditions or Privacy Policy created in electronic form;

5. The User may not transfer their rights to another party based on these Terms and Conditions without the prior written consent of IDRX. However, IDRX reserves the right to transfer its rights and obligations under these Terms and Conditions to another party at any time without obtaining the User's consent or providing prior notice to the User;

6. If the User fails to comply with or violates the provisions of these Terms and Conditions, and IDRX does not immediately take action, this shall not be construed as a waiver of IDRX's right to take legal or administrative action at a later date;

7. These Terms and Conditions shall remain in effect even in the event of temporary suspension, permanent suspension, account deletion, removal of access to the platform, or after the termination of the legal relationship between the User and IDRX;

8. If any provision or provisions of these Terms and Conditions are deemed invalid, illegal, or unenforceable under applicable law or any applicable ruling anywhere, the validity and enforceability of the other provisions and agreements contained in or referring to these Terms and Conditions shall not be affected in any way, provided that upon the occurrence of such an event, IDRX shall use its best efforts to replace the invalid, illegal, or unenforceable provision with a valid, legal, and enforceable provision that is as close as possible to the provision to be replaced.

9. These Terms and Conditions are governed by and interpreted in accordance with the laws of the Republic of Indonesia.

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10. These Terms and Conditions are written in Indonesian and may be translated into other languages for convenience. In the event of any discrepancy in interpretation, the Indonesian language version shall prevail. If necessary, IDRX will amend the other language versions of these Terms and Conditions to align with the Indonesian language version. IDRX shall not be liable for any errors in translation, interpretation, or understanding of the translated versions of these Terms and Conditions.

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