



TERMS & CONDITIONS

1. INTRODUCTION

These Terms & Conditions ("T&C") are an agreement between the user ("Client") and PT Ushers Beyond Design ("UBD"), a limited liability company validly established and operating under the laws of the Republic of Indonesia. These T&Cs govern Client access and use of the application content and products provided by Us and/or Our affiliates (hereinafter collectively referred to as the "Application"), as well as the ordering, payment, or use of services available on the Application provided by Us and/or Our affiliates ("Services").

2. COMMUNICATION

By using our Services, Client agree to subscribe to newsletters, marketing or promotional materials, and other information that we may send. However, Client may opt out of receiving any or all these communications from us by following the unsubscribe link or by sending an email to info@ubdglobal.com.

3. SERVICE

If Client wish to use our service, Client may be required to provide certain information relevant to Client desired service. Client represent and warrant that:

- Client are providing true and legal information.
- The information Client provide is true, correct, and complete. We may use third-party services to facilitate payment and completion of Purchases. By submitting Client information, Client grant us the right to provide such information to such third parties subject to our Privacy Policy. We reserve the right to refuse or cancel Client order at any time for reasons including but not limited to product or service availability, errors in product or service descriptions or pricing, errors in Client order, or any other reason. We



reserve the right to refuse or cancel the Client order if fraud or unauthorized or illegal transactions are suspected.

- If in this case, the third party does not carry out its obligations in facilitating payments and purchases, we will strictly sanction the termination of the work contract with our party.
- If there are problems with payment, please contact us via email: at info@ubdglobal.com or via WhatsApp at +62 878-6162-6858.

4. SERVICES

- The scope of work in this contract is as follows:
 - a. Provision of temporary space design for the Client.
 - b. UBD will create Spatial Planning for all interior and exterior areas.
 - c. Meetings with the Client for Spatial Planning Revisions/Sign-off.
 - d. UBD will create Design Concepts.
 - e. Client meetings for Design Concept Revisions/Sign Off.
 - f. Development of 3D models.
 - g. Presentation of 3D models to the Client and Sign Off.
 - h. Production of 3D FF&E furniture drawings and lists to be handed over to the Client for detailed technical drawings for all FF&E.
- UBD will offer up to 3 suppliers for the FF&E tender stage - the Client and Contractor must manage all selections, progress, manufacturing, QC, and delivery of FF&E.
- UBD will have access and absolute rights to changes to all selected vendors and/or contractors and may return the work to the vendor and/or contractor if the design development does not meet UBD standards.



5. UBD OBLIGATIONS

- UBD is obligated to implement the design, act as an Advisor for FF&E, and oversee all material selections that will have a significant impact.
- UBD is obligated to complete the work with the Client within certain months, but this will be confirmed by the Contractor and assigned PM after site inspection has been conducted, and will be recorded through an addendum to this contract.

6. UBD TEAM

Creative Director	:	Caroline Usher Senior
Architect Studio Manager	:	Agung Laksana Senior
Conceptor	:	

7. DESIGN DEVELOPMENT

UBD to advise the Contractor Client and selected FF&E specialists during the Design Development phase rather than manage the design development of the project and be responsible for the detailed BOQ and technical detailing for construction and FF&E.

- All interior design documentation via SKUP, 3D and basic sections, and elevation technical drawings shall be provided by UBD and provided to the appointed contractor, engineering contractor and other contracting parties to develop the approved concept design, technical drawings and detailing.
- All finishing and design options for floors, walls and ceilings - samples to be produced by suppliers, signed off by the Client for production - these are managed by the Contractor and UBD acts as Advisor when required.
- Fixed & loose furniture design and specialised details managed by the Client.
- Fabric & finishing choices with UBD & Client.



- e. Soft furnishings with UBD & Client.
- f. Scheduled consultant and supplier meetings - artists, lighting, sound, structural and landscape engineering managed by Client and Contractor.
- g. On-site construction visits, including requested on-site coordination visits, pre arranged by PM, Contractor and Client.
- h. Client meetings - when pre-arranged and with reasonable lead time.
- i. Décor lighting procurement - budget and procurement to be identified by Client and appointed FF&E company.
- j. PM to coordinate all deliveries and installation.
- k. Landscaping - Client and Contractor to oversee landscaping. UBD to be available as an Advisor when requested.

8. EXCLUSIONS FROM THE SCOPE OF WORK

The detailed Scope of Work (SOW) defines all inclusions that UBD will complete in accordance with the approved Project Schedule Timeline. Exceptions from the project Scope are highlighted in the list below to be agreed by both parties.

- During the project, if either party requires any of the points listed in the Exclusions list to be acted upon by UBD, then mutual negotiations will follow and a 'Change Schedule' will be created, clearly highlighting the additions at UBD's allocated cost and then approved by the Client before proceeding.
- The payment terms for the approved 'Schedule of Changes' will be exclusive to each change order and will not constitute a change in the original 'Schedule of Fees' relating to the project.
- All payments incurred as outlined below shall be paid by the Client.



- Exclusions:

1. Drawings and technical details of structural and civil works, to be supplied by others.
2. Structural drawing team, if required by others.
3. QS - quantity surveying team to budget, implement and oversee expenditure.
4. Contractor and team to build
5. FF&E development and all manufacturing
6. Project Management - UBD will appoint ID PM to follow up the project until completion.
7. MEP technical drawings and detailing, which will be provided by the MEP Contractor.
8. Air conditioning and Ventilation.
9. Samples - all required samples.
10. Loose Furniture - all loose furniture sampling and production.
11. Fixed Furniture - all fixed furniture sampling and production. I. Fixtures & fittings - all fixtures and fittings.
12. Design Features – production.
13. Artists, graphic designers, illustration artists, watercolour artists.
14. Modellers - to create custom models of interior structures or for custom design products.
15. Architectural Lighting Consultants to provide fixtures & fittings, and also to advise on lighting plans.
16. Sound Consultancy.
17. Sound equipment and sound panels are required for the property.
18. Chef Consultant.
19. All design and implementation of tableware, uniforms, dishware, cutlery, and glassware.
20. Equipment: bar, kitchen layout and equipment



21. The Client pays for the production and purchase of sourced or custom-made items. The deposit is paid by the Client within five days of approval and is given to the appointed LF/FF&E supplier, lighting and sound supplier and any other relevant specialists required to perform services for the project.
22. Shipping & handling & customs.
23. Graphic design for business branding and all associated marketing collateral.
24. Visual and organisational software

9. FEE AND PAYMENT

- Our service costs will be determined based on the agreed scope of the project between the Client and Us. These costs will encompass all services provided and agreed upon by both parties.
- We will make a notification before submitting a full decision on whether the Client agrees with the offer price.
- Payment details will be further discussed between the Client and Us after the determination of the project scope. Payments may be divided into specific stages according to the project's progress.
- After agreement on the costs and payment schedule, Client must adhere to the payment terms that have been established. Late payments may incur fines or interest according to our policy.
- Once payments have been agreed, they cannot be canceled or reduced without written consent from both parties.



- In addition to the above terms, Client agrees to comply with all additional terms related to payments, including the use of specific payment methods and any additional fees that may arise.

10. CANCELATION AND TERMINATION

- We have the right to terminate or cancel the project by providing written notice to Client in the event of:
 1. Client failure to meet the payment obligations as per agreement.
 2. Client violation of the terms in these Terms and Conditions.
- If Client cancels the approved project, we shall have no obligation to refund any fees already paid to us.
- If we terminate the approved project, the determination of cancellation or termination fees shall be contingent upon the extent of work completed up to the point of termination or cancellation.
- Both parties agree to settle any remaining obligations or responsibilities in writing after the termination or cancellation of the project.
- For any form of cancellation from the Client or UBD, UBD has no obligation to perform a refund.

11. DESIGN OWNERSHIP AND CONFIDENTIALITY

- Any custom design created by UBD for the Client shall remain the intellectual property of UBD.



- UBD shall not sell any design customised for the Client to any other party or vendor.
- UBD will be credited in promotional editorials or photographic publicity, UBD will again mention the Client/project whenever possible.
- UBD reserves the right to send professional photographers into the project after the fitout is complete and before it is opened to the public.
- The Client agrees for their marketing and PR representatives to collaborate with UBD's PR and marketing team for any design and editorial awards UBD aims to enter.
- If the Client wishes to make any interior design iterations outside of this Contract or any part thereof, UBD will be notified. All custom: design, concept and product design relating to the original agreed SOW shall remain the intellectual property of UBD and if the concept design is used in another location, a fee shall be negotiated between the Client and UBD.
- The Client or its staff, shall in no way approach UBD's suppliers in Indonesia, without prior knowledge or consent to enter into business arrangements that have not been previously agreed by UBD and the Client.
- UBD's fees - the current fees for this project shall not be discussed with external or internal staff and others.



12. ERROR REPORTING AND FEEDBACK

Client may provide information and feedback to us either directly at info@ubdglobal.com or through third-party sites and tools regarding errors, improvement suggestions, ideas, problems, complaints, and other matters relating to our Services ("Feedback"). Client acknowledges and agree to this:

- Client may not retain, acquire, or assert any intellectual property rights or any other right, title, or interest in or to the Feedback.
- UBD may have developed ideas similar to the Feedback.
- The Feedback contains no confidential or proprietary information of Clients or any third party.
- UBD has no obligation to maintain confidentiality regarding the Feedback. If transfer of ownership of the Feedback is not possible due to applicable mandatory laws, Client grant UBD and its affiliates an exclusive, transferable, irrevocable, free, licensable, unlimited, and perpetual right to use (including copying, modifying, creating derivative works, publishing, distributing, and commercialising) the Feedback in any manner and for any purpose.

13. CLIENT RESPONSIBILITY

Client are solely responsible for the decisions Client make to use or access the Application, Services, Third Party Content, Offers or Payment Methods. Client must treat Service Providers, Third Party Content Providers, Offer Providers and Payment Method Providers with respect and must not engage in unauthorised, threatening, or abusive behaviour or actions when using the Services, Third Party Content, Offers or Payment Methods.



14. WARRANTY DISCLAIMER

THIS SERVICE IS PROVIDED BY UBD ON AN "AS IS" AND "AS AVAILABLE" BASIS. UBD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, REGARDING THE OPERATION OF THEIR SERVICES, OR THE INFORMATION, CONTENT, OR MATERIALS CONTAINED THEREIN. CLIENT EXPRESSLY AGREE THAT CLIENT USE OF THIS SERVICE, ITS CONTENT, AND ANY SERVICES OR GOODS OBTAINED FROM US IS AT CLIENT OWN RISK. NEITHER UBD NOR ANY PERSON ASSOCIATED WITH UBD MAKES ANY WARRANTIES OR REPRESENTATIONS REGARDING THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER UBD NOR ANYONE ASSOCIATED WITH UBD REPRESENTS OR WARRANTS THAT THE SERVICE, ITS CONTENT, OR ANY SERVICES OR GOODS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT THE SERVICE OR THE SERVERS THAT MAKE IT FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT ANY GOODS OBTAINED THROUGH THE SERVICE WILL MEET CLIENT NEEDS OR EXPECTATIONS. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.



15. LIMITATION OF LIABILITY

EXCEPT WHERE PROHIBITED BY LAW, CLIENT WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY INDIRECT SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWSOEVER ARISING (INCLUDING ATTORNEYS' FEES AND ALL COSTS AND EXPENSES RELATED TO LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORT ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF THIS

AGREEMENT AND ANY VIOLATION BY CLIENT OF ANY FEDERAL, STATE, OR LOCAL LAW, STATUTE, RULE, OR REGULATION, EVEN IF UBD HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WHERE PROHIBITED BY LAW, IF ANY LIABILITY IS FOUND ON THE PART OF UBD, IT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND IN NO EVENT SHALL THERE BE ANY CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO CLIENT.

16. TAXES AND FEES

Each party is responsible for all tax obligations and other costs incurred in connection with the implementation of these T&Cs.



17. TROUBLESHOOTING

If Client experiences a system interruption, Client or suspects that Client Account has been hacked, used, or misused by another party, or if Client personal mobile phone or tablet device is lost, stolen, hacked, or affected by a virus, immediately report the matter to Us so that We can immediately take the necessary actions to avoid use, misuse, or losses that arise or may arise further.

18. RESTRICTIONS

The User is prohibited, by any means and in any form, to use the UBD Platform to:

- Reproduce, copy, duplicate, distribute, sell, transmit, commercially exploit, or create any derivative works or materials taken from or based on the Application.
- Reverse engineer, data mine, or access any software or perform any program that may harm or inhibit the operation and/or performance of the UBD Platforms.
- Accessing the UBD Platform through any manual device or automated means, including "robots", "spiders", or "offline readers" for any purpose that could be harmful.
- Upload anything that contains software viruses, worms, trojan horses, or other malicious computer code, documents/files, scripts, agents, or programs.
- Post, upload, transmit, or link to content related to pornography, religion, racism, sarcasm, insults, misleading, defamation, hatred, discrimination, harassment, harm to others, or other immoral acts.



- take any action other than those permitted in the Rules of Use, act unlawfully, damage or may damage the reputation, and harm the Parties.
- If Client violate **Our Restrictions**, Client will be sanctioned in the form of temporary account termination or suspension and may be subject to account blocking or partner termination.

19. FORCE MAJEURE

The Application may be interrupted by events beyond our power or control ("Force Majeure"), including but not limited to natural disasters, power disruptions, telecommunications disruptions, government policies, and others. Client agree to release Us from all claims and responsibilities, if We are unable to facilitate the Service, including fulfilling instructions given by Client through the Application, either in part or in full, due to Force Majeure.

20. GOVERNING LAW

These T&Cs are governed by the laws of the Republic of Indonesia.

21. DISPUTE RESOLUTION

All disputes arising from the use of the Application or Service are subject to the exclusive jurisdiction of the Denpasar District Court.

22. AMENDMENT OF TERMS

We may amend the Terms at any time by posting the amended terms on this site. Client are responsible for reviewing these Terms periodically. Client continued use of the Platform following the posting of revised Terms will mean that Client accept and agree to such changes. Client are expected to check this page frequently so that Client are aware of any changes, as such changes are binding on Client. By continuing to access or use our Services after revisions



take effect, Client agree to be bound by the revised terms. If Client do not agree to the new terms, Client are no longer permitted to use the Services.

23. WAIVER AND TERMINATION

No waiver by UBD of any term or condition outlined in the Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of UBD to assert a right or provision under the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent so that the remaining provisions of the Terms will continue in full force and effect.

24. ACKNOWLEDGEMENTS

BY USING THE SERVICE OR ANY OTHER SERVICE PROVIDED BY US, THE CLIENT ACKNOWLEDGE THAT THE CLIENT HAVE READ THESE TERMS OF SERVICE AND AGREES TO BE BOUND BY THEM.

25. HOW TO CONTACT US

The client may contact Us by electronic mail at info@ubdglobal.com. All Client correspondence will be logged, recorded, and kept as our archives.