

TERMS OF SERVICE AND PRIVACY POLICY

MIGDAL CLOUD (PT NIAGIA SEJAHTERA SELAMANYA) - V3 (ENGLISH VERSION)

This Terms of Service and Privacy Policy governs the collection, use, management, and protection of personal data as well as the operational conditions for using services at **Migdal Cloud**. By registering, ordering, or using our services, you agree to all terms and conditions stated in this document.

1. Legal Relationship, Operating Entity & Reseller Identity

The services and platform of **Migdal Cloud** are operated and managed independently by the management of **Migdal Cloud** (separate management) acting as an **Official Reseller** under the core infrastructure network of **PT Niagia Sejahtera Selamanya**.

- **Core Infrastructure Provider & Parent Entity:**
 - **Company Name:** PT Niagia Sejahtera Selamanya
 - **Company Address:** Jalan Raya Puloniti Bangsal No. 010, RT 012 / RW 004, Dusun Pudukpulo, Kelurahan Puloniti, Kecamatan Bangsal, Kabupaten Mojokerto, Jawa Timur, Indonesia – 61381
 - **Official Company Email:** pt@niagia.id
- **Operating Entity & Operational Reseller:**
 - **Unit / Service Name:** Migdal Cloud (Separate Management)
 - **Operational Address:** Gang Pangeran Majasari, RT 003 / RW 018, Dusun Larangan Selatan, Kelurahan Kecapi, Kecamatan Harjamukti, Kota Cirebon, Jawa Barat, Indonesia – 45142
 - **Official Service Email:** admin@migdalcloud.id
- **Division of Roles & Limitations:** The management of Migdal Cloud is fully responsible for daily operations, marketing, customer service, first-line technical support, and WHMCS account management. PT Niagia Sejahtera Selamanya acts as the legal owner responsible for infrastructure provision, licensing, and corporate legal standing.

2. Data We Request & Collect

For identity verification, reseller account activation, regulatory compliance, and service-related communication, we request and collect the following personal/corporate data from you:

1. National Identity Card Number (KTP / Identity Card)
2. Tax Identification Number (NPWP / Tax ID)
3. Company Name (specifically for corporate/legal entity account registrations)
4. Email Address
5. Phone Number / WhatsApp
6. Residential / Corporate Operational Address

3. Registration & Authentication via Third Parties (Google API & Facebook API)

To facilitate account creation and authentication on our service management system (WHMCS):

1. **Single Sign-On (SSO) Service:** You have the option to register or log in using a Google or Facebook account through official integration with Google API and Facebook/Meta API.
2. **Information Accessed:** When you register/log in using this option, we access basic profile data permitted by you on Google or Facebook, including but not limited to:
 - Full Name
 - Verified Email Address
 - Profile Picture (if provided by the API)
 - Unique User ID
3. **Purpose of API Data Usage:** Data obtained from Google API and Facebook API is strictly used for account verification, registration identity creation in the WHMCS system, and facilitating secure automated authentication.
4. **Access Revocation & Data Deletion Request:** You may revoke Migdal Cloud application access permissions at any time via your Google or Facebook account security settings page. Users wishing to request deletion of account data connected to Facebook API may submit a request via email to admin@migdalcloud.id or follow application disconnection instructions on Facebook's user privacy portal.

4. Transaction Processing & Payment

All financial transactions and payments at Migdal Cloud are securely processed through our official licensed payment gateway partner authorized by Bank Indonesia:

- **Payment Gateway Partner Name:** PT Kharisma Catur Mandala (Duitku.com)
- **Headquarters Address:** Graha Handaya Unit R S T, Jl. Raya Perjuangan No. 12A, Kebon Jeruk, Jakarta Barat, Indonesia
- **Bank Indonesia License Number:** 23/660/DKSP/Srt/B
- **Operator Support Contact:** support@duitku.com

Payment Information Security: Migdal Cloud and PT Niagia Sejahtera Selamanya **DO NOT** store, record, or process sensitive payment card details (such as credit/debit card numbers or CVV) on our servers. All transaction processes comply with current payment security standards managed directly by Duitku.com under Bank Indonesia supervision.

5. Temporary Access Period, Service Confirmation & Verification

To maintain system security and account ownership validity:

1. **Temporary Access (1-Week Grace Period):** After registration and service ordering are completed, you are granted temporary access to the service for a maximum of 1 (one) week (7 calendar days) for operational purposes.
2. **Contact Procedure:** Within this 1-week window, the Migdal Cloud team will contact you via phone call or video call at your registered phone/contact number to verify your identity.
3. **Suspension Provisions:** If identity verification cannot be completed within 1 week—such as the customer failing to answer phone/video calls, being unreachable, or refusing verification—your service will be automatically suspended until verification is fulfilled.

6. Technical Support Access & Service Management

To provide optimal technical support and system maintenance:

1. **Granting Access Permission:** You grant full authorization and consent to the Migdal Cloud technical team to access systems, control panels (such as cPanel, DirectAdmin, WHM, etc.), Virtual Private Servers (VPS), cloud consoles, databases, or other related service infrastructure leased from us.
2. **Access Conditions:** This access is performed exclusively when technical issues occur on the service that cannot be resolved independently by you (the client), or when you submit a help request/support ticket.

3. **Purpose of Access:** Technical access is carried out solely for diagnosis, troubleshooting, service recovery, configuration, and performance maintenance to ensure your service operations return to normal. Our team is obligated to maintain strict confidentiality of all data and information within your system during the handling process.

7. Refund Policy & Escrow Bank

Terms governing refunds for purchased services are set as follows:

1. **Escrow & Operational Bank:** All operational fund storage, transaction processing, and refund disbursements for Migdal Cloud are centrally managed through official banking at **PT Bank Negara Indonesia (Persero) Tbk (BNI)**.
2. **Eligible Services for Refund:** Refund requests **ONLY APPLY** to VPS (Virtual Private Server), cPanel Licenses, and VPN products, provided major technical disruptions occur on our system that cannot be resolved, or upon internal approval by the Migdal Cloud team.
3. **Time Limit & Business Hours for Submission:** Refund requests must be submitted within a maximum of **14 (fourteen) business days** from the initial transaction/service activation date.
4. **Business Day Definition:** Business day calculations **EXCLUDE** Saturdays, Sundays, national public holidays, and days when PT Bank Negara Indonesia (Persero) Tbk (BNI) banking operations are closed.
5. **Absolute Exception (Domain Names):** Domain Name purchases that have been registered or processed with registrars are **ABSOLUTELY NON-REFUNDABLE** under any circumstances, as domain ownership is automatically registered globally in the buyer's name.
6. **Identity Verification Failure:** If your service is suspended or terminated due to failure to complete identity verification (such as being unreachable via phone/video call within 1 week), paid transaction funds are non-refundable.
7. **Transaction Administration Fee:** If a refund request is approved, the refunded amount may be deducted by transaction/administration fees charged by the payment gateway partner (PT Kharisma Catur Mandala / Duitku.com) and interbank transfer fees, where applicable.

8. Acceptable Use Policy (AUP)

Users are strictly prohibited from utilizing Migdal Cloud services for activities that violate the

laws of the Republic of Indonesia, including but not limited to:

- Online gambling, fraud, phishing, or malware/virus distribution.
- Cyber attacks (DDoS, hacking, port scanning).
- Distribution of illegal content, pornography, or Intellectual Property Rights (IPR) violations.
- Spamming activities or sending unauthorized bulk emails.

Violation of these terms grants Migdal Cloud the right to suspend or permanently terminate services without prior notice and without refund.

9. Retention, Management, and Rights over Personal Data

1. **Data Retention:** All registration data and identity information submitted to the Migdal Cloud system is retained in our database while your account is active and for the period required by statutory regulations (including tax compliance, legal audits, and operational record-keeping).
2. **Right to Data Erasure:** Pursuant to the Personal Data Protection Law (UU PDP) in Indonesia, you have the right to request account closure and deletion of your personal data after service lease expiration, provided it does not conflict with legal data retention obligations required of PT Niagia Sejahtera Selamanya.

10. Confidentiality Guarantee & Third-Party Disclosure

1. **Confidentiality Principle:** We guarantee that your personal data **WILL NOT BE SOLD, TRANSFERRED, OR SHARED** with any third party outside the operational ecosystem of Migdal Cloud and PT Niagia Sejahtera Selamanya.
2. **User Consent:** Data disclosure to third parties outside these provisions shall only occur upon receiving written/explicit consent from you.
3. **Law Enforcement Exception:** Migdal Cloud and PT Niagia Sejahtera Selamanya reserve the right to provide or disclose registration/user data to authorized authorities **WITHOUT** user consent if required by law, court order, or official request from law enforcement agencies and legitimate government bodies in the Republic of Indonesia.

11. Limitation of Liability

Migdal Cloud and PT Niagia Sejahtera Selamanya are not liable for:

- Data loss, financial loss, or system damage caused by user negligence (such as failure to

- maintain password confidentiality, hacking incidents at the user application level, etc.).
- Service disruptions caused by Force Majeure events, including but not limited to natural disasters, national power grid failures, global backbone internet disruptions, or government regulations.

12. Changes to Policy

We reserve the right to change, update, or modify this Terms of Service and Privacy Policy at any time. Changes will be announced through our official website or sent to your registered official email. Continued use of services after changes are published constitutes your acceptance of the updated Terms of Service and Privacy Policy.

13. Contact Us

If you have any questions regarding this Terms of Service and Privacy Policy, please contact us at:

- **Migdal Cloud Email:** admin@migdalcloud.id
- **Operational Address:** Gang Pangeran Majasari RT 003 / RW 018, Dusun Larangan Selatan, Kelurahan Kecapi, Kecamatan Harjamukti, Kota Cirebon, Jawa Barat 45142