

TERMS OF USE

Effective Date: April ____, 2026

Last Updated: April ____, 2026

These Terms of Use ("Terms") constitute a legally binding agreement between you and (Company name) (registered in Bali, Indonesia) governing your access to and use of the (App name) mobile application. By downloading, installing, or using the App, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, do not use the App.

1. Definitions

"App" means the (App name) mobile application available on Apple App Store and Google Play Store.

"Content" means all surf spot data, hazard information, decision-support scores, curated descriptions, partner listings, and any other information made available through the App.

"Free Tier" means the limited free access level providing selected surf spot information without the decision-support layer.

"Pro Subscription" means the paid subscription providing full access to all App features, including the Spot Decision Score and detailed hazard breakdowns, at the rate of USD \$14.99 per month or as otherwise displayed in the App.

"User" or "you" means any individual who accesses or uses the App.

"We", "us", or "our" refers to (Company name) (registered in Bali, Indonesia).

2. Acceptance and Eligibility

By using the App, you represent and warrant that:

You are at least 18 years of age (or the age of majority in your jurisdiction, whichever is higher);

You have the legal capacity to enter into a binding agreement;

You will use the App in compliance with these Terms and all applicable laws;

You are not prohibited by any applicable law from using the App.

The App is intended for experienced and intermediate-level surfers. It is not designed for beginner surfers, and Content should not be used as instruction for learning to surf.

3. Account Registration and Security

The App uses Apple Sign-In and Google Sign-In as the sole authentication methods. By choosing one of these methods, you authorize us to collect and use the account information described in our Privacy Policy.

You are responsible for maintaining the security of your Apple or Google account, which controls access to the App. You agree to notify us immediately if you suspect unauthorized access to your account. We are not liable for any loss arising from your failure to maintain account security.

We reserve the right to suspend or terminate your account if we reasonably believe it has been compromised or used in violation of these Terms.

4. Subscriptions and Payments

4.1 Subscription Plans

The App offers two access tiers:

Free Tier: Limited access to selected surf spot profiles and basic information. The Spot Decision Score and advanced hazard features are not available.

Pro Subscription (USD \$14.99/month): Full access to all surf spots, the Spot Decision Score, detailed hazard breakdowns, access to sensitive spot information, and curated local partner contacts (photographers, guides, and coaches).

Prices may vary by region and are displayed in local currency in the App Stores. All prices are inclusive of applicable taxes where required.

4.2 Billing and Renewal

All subscriptions are processed through Apple App Store or Google Play Store. By subscribing to the Pro plan, you authorize the applicable store to charge your payment method on a monthly recurring basis until you cancel.

Subscriptions automatically renew at the end of each billing period unless cancelled at least 24 hours before the renewal date. We have no control over the billing cycle or payment processing, these are managed exclusively by Apple and Google.

4.3 Cancellation

You may cancel your subscription at any time through your Apple App Store or Google Play account settings. Cancellation takes effect at the end of the current billing period. We do not issue refunds for partial months unless required by applicable law or the applicable store's refund policy.

For refund requests relating to Apple App Store purchases, please use Apple's standard refund process. For Google Play Store purchases, please use Google's standard refund process. We cannot process refunds directly.

4.4 Free Trial

We may offer free trials at our discretion. Free trial availability, duration, and terms will be displayed in the App and App Stores at the time of offer. You may be required to provide payment information to begin a free trial; you will not be charged until the trial period ends. Cancel before the trial ends to avoid charges.

4.5 Price Changes

We reserve the right to modify subscription prices with reasonable advance notice. Price changes will be communicated within the App and will take effect at your next billing cycle. Continued use of the App after a price change constitutes your acceptance of the new price.

5. Nature of Content

5.1 Informational Purpose Only

ALL CONTENT PROVIDED THROUGH THE APP, INCLUDING SPOT DECISION SCORES, HAZARD INFORMATION, CONDITION ASSESSMENTS, AND CURATED RECOMMENDATIONS, IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY. THE APP DOES NOT PROVIDE REAL-TIME WAVE FORECASTING AND DOES NOT CONSTITUTE PROFESSIONAL SAFETY ADVICE, METEOROLOGICAL GUIDANCE, OR EMERGENCY SERVICES.

5.2 No Guarantee of Accuracy or Completeness

Surf conditions are inherently dynamic and unpredictable. Ocean environments are dangerous. The information provided in the App, including hazard listings, entry/exit recommendations, and decision-support scores, reflects curated local knowledge and editorial judgment at a point in time. It may not reflect current conditions at any given moment.

We make no warranty, express or implied, as to the accuracy, completeness, timeliness, or fitness for the purpose of any Content. Conditions at any surf spot can change rapidly due to weather, tidal movements, seasonal variation, human activity, and other factors beyond our knowledge or control.

5.3 Spot Decision Score

The Spot Decision Score is an editorial, opinion-based feature that reflects our curators' assessment of whether a spot may be suitable under general conditions for experienced surfers. It is NOT a real-time safety assessment. It is NOT a guarantee of safety. It does NOT replace personal judgment, local advice, or professional instruction.

The Spot Decision Score is designed to reduce uncertainty, it is not designed to eliminate risk. Surfing always involves risk of serious injury or death. Users must exercise independent judgment at all times.

5.4 Hazard Information

Hazard listings (including dry reef, strong currents, sharp entry, and similar warnings) are based on curated local knowledge and general conditions. They may be incomplete. New hazards may develop that are not reflected in the App. The presence or absence of a hazard listing does not guarantee the presence or absence of that hazard on any given day.

6. User Responsibilities and Prohibited Conduct

You agree that you are solely responsible for your own safety and the safety of any persons under your supervision when surfing. You acknowledge that:

You are an experienced surfer with the skills appropriate to the spots you choose to surf;

You will assess conditions personally upon arrival at any surf spot;

You will seek additional local advice where appropriate;

You will comply with all applicable local laws, regulations, and ocean safety guidelines;

You will respect local surf etiquette and the rights of other ocean users.

You agree NOT to use the App to:

Violate any applicable law or regulation;

Attempt to reverse engineer, decompile, or extract source code from the App;

Reproduce, redistribute, or commercially exploit any Content without our written permission;

Scrape, crawl, or use automated tools to access Content;

Impersonate any person or entity or misrepresent your affiliation;

Upload or transmit viruses, malware, or any harmful code;

Interfere with the operation or security of the App or its servers.

7. Intellectual Property

All Content, design elements, trademarks, and software comprising the App are the exclusive property of (App name) or our licensors and are protected by Indonesian intellectual property law (including UU Hak Cipta No. 28/2014) and applicable international copyright and trademark laws.

Your subscription grants you a limited, non-exclusive, non-transferable, revocable license to access and use the App and its Content for your personal, non-commercial use only. This license does not include the right to reproduce, distribute, modify, publicly display, or create derivative works from any Content.

Any feedback, suggestions, or ideas you provide regarding the App may be used by us freely without obligation or compensation to you.

8. Interaction with Local Partners

The App provides information about Local Partners (e.g., surf guides, photographers).

8.1. Direct Contact: By clicking buttons such as "Contact Partner" or using other external communication links provided in the App, you are redirected to a third-party service outside of our App.

8.2. No Automatic Transfer: We do not automatically share your personal data or profile information with Local Partners. Any information you share with a Partner through third-party communication tools is provided directly and voluntarily by you and is subject to that third party's own privacy practices.

8.3. Limitation of Liability: We are not responsible for the data practices or the quality of services provided by Local Partners.

9. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT.

We do not warrant that the App will be uninterrupted, error-free, or free from viruses or other harmful components.

10. Limitation of Liability

SURFING IS AN INHERENTLY DANGEROUS ACTIVITY THAT CARRIES THE RISK OF SERIOUS INJURY OR DEATH. YOU ASSUME ALL RISKS ASSOCIATED WITH SURFING ACTIVITIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL (App name), ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS OF DATA, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APP, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Our total aggregate liability to you for any claims arising under or related to these Terms shall not exceed the total amount you paid for your subscription in the three (3) months preceding the event giving rise to the claim.

Nothing in these Terms shall limit or exclude our liability for death or personal injury caused by our own gross negligence, fraud, or any other liability that cannot be excluded by law.

11. Indemnification

You agree to indemnify, defend, and hold harmless (Company name) (registered in Bali, Indonesia) and its officers, directors, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) your use of the App or reliance on any Content; (b) your violation of these Terms; (c) your surfing activities; or (d) any claim by a third party arising from your conduct.

12. Governing Law and Dispute Resolution

12.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Indonesia, without regard to its conflict of law provisions.

12.2 Dispute Resolution and Arbitration

(a) In the event of any dispute, the parties shall first attempt to resolve the matter through good-faith negotiation for 30 days.

(b) Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration administered by the Indonesian National Board of Arbitration (BANI) in accordance with the BANI Arbitration Rules and Procedures current at the time of the commencement of arbitration.

(c) The seat of arbitration shall be Denpasar, Bali. The language of the arbitration shall be English. The tribunal shall consist of a sole arbitrator.

(d) The parties expressly agree that the arbitration award shall be final and binding, and they waive any rights to appeal under Article 60 of Law No. 30 of 1999 or any other applicable law. (e) Emergency Relief: Either party may apply for emergency interim relief (Emergency Arbitrator) under the BANI Rules prior to the formation of the tribunal.

(f) Privacy Disputes: Notwithstanding the above, disputes specifically concerning the violation of personal data protection rights may be referred to the Indonesian Data Protection Authority (as defined under UU PDP No. 27/2022).

12.3 Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION AGAINST US.

12.4 EEA and UK Users

Nothing in these Terms affects your rights as a consumer under the law of your country of residence if you are a consumer resident in the European Economic Area or United Kingdom. You may also have the right to refer disputes to the consumer dispute resolution bodies in your country.

13. Termination

We reserve the right to suspend or terminate your access to the App at any time, with or without notice, if we reasonably believe you have violated these Terms or applicable law, or if required by law.

You may terminate your account and subscription at any time by cancelling through your Apple or Google account settings. Termination does not entitle you to a refund except as required by applicable law or store policy.

Upon termination, all licenses granted to you under these Terms shall immediately cease. Sections 5, 7, 9, 10, 11, and 12 shall survive termination.

14. Changes to These Terms

We may update these Terms from time to time. Material changes will be notified within the App or via the email address associated with your account at least 14 days before taking effect (or 30 days for material changes affecting your subscription). By continuing to use the App after the effective date, you accept the revised Terms.

If you do not agree to revised Terms, your sole remedy is to stop using the App and cancel your subscription.

15. General Provisions

Entire Agreement: These Terms, together with our Privacy Policy, constitute the entire agreement between you and us regarding the App.

Severability: If any provision of these Terms is found to be unenforceable, the remaining provisions shall continue in full force and effect.

Waiver: Our failure to enforce any right or provision does not constitute a waiver of that right.

Assignment: You may not assign or transfer your rights under these Terms. We may assign our rights to a successor entity.

Language: As required by Law No. 24 of 2009, these Terms shall be executed in both English and Bahasa Indonesia. Both versions are equally authentic. In the event of any inconsistency or different interpretation between the English version and the Bahasa Indonesia version, the English version shall prevail to the extent required by applicable law.

Force Majeure: We are not liable for any failure or delay resulting from circumstances beyond our reasonable control.

16. Contact Information

For questions about these Terms, please contact:

Email: (email address)

Company: (Company Name) (registered in Bali, Indonesia)

For subscription and billing inquiries, please use the support channels provided by Apple App Store or Google Play Store, as payment processing is handled exclusively by those platforms.

These Terms of Use are governed by Indonesian law (UU No. 11/2008 on Electronic Information and Transactions, as amended, and applicable consumer protection regulations).

© 2026 (App name). All rights reserved.