

PANGONI WEB APP

CUSTOMER & USER TERMS AND CONDITIONS

This Agreement constitutes a legal agreement between you ("you") and **PANGONI LISTING LIMITED**. (Incorporated in the Republic of Kenya hereinafter referred to as "**PANGONI** or **PANGONI WEB APP**," "**we**" or "**us**"). This Agreement sets forth the terms of use ("Terms") that govern the access or use by you of applications, websites, content, products, programs and services made available by PANGONI WEB APP (the "Services"), including an agreement to engage in binding arbitration to resolve any disputes between us.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by this Agreement. If you do not agree to the Terms, you may not access or use the Services. The Terms, together with any Supplemental Terms (as defined below), expressly supersede prior agreements or arrangements with you, and supersede content or information you read or have access to at other places, such as our website, emails, or applications. PANGONI WEB APP may immediately terminate this Agreement or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason or no reason.

Supplemental terms or policies applicable to any particular Service ("Supplemental Terms") will be disclosed to you. Supplemental Terms may include terms and conditions of a particular device, activity, program or promotion. Supplemental Terms are in addition to, and shall be deemed to be a part of, this Agreement. Supplemental Terms shall prevail over these Terms in the event of a conflict with respect to the applicable Service(s).

PANGONI WEB APP may amend the Terms from time to time. Amendments will be effective upon PANGONI WEB APP posting of such updated Terms or such amended Supplemental Terms. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

By accessing and using the Services, you represent and warrant that: (i) you are at least 18 years old and are a legal adult in the jurisdiction in which you reside; and (ii) you have the right, authority, and capacity to enter into this Agreement and to abide by the Terms, and that you will so abide. If you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement. The Services are not available to anyone under 18 years of age, or to anyone whose account is terminated. Your account will not be used for Services to be performed for another person.

The Services

The Services constitute a technology platform including websites and the mobile application (the "PANGONI WEB APP") that enables users to access a network of independent third-party property dealers, independent contractors, and or related service providers) WE DO NOT PROVIDE PROPERTY MANAGEMENT SERVICES, AND WE ARE NOT THE OWNERS OF THE LISTED PROPERTIES ON OUR SITE.

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You acknowledge that we do not supervise, direct, or control the property dealers' work or Services performed in any manner. Any property dealer and property lister provides services to you as an independent contractor, and is not an employee, joint venture, partner, agent, or franchisee of PANGONI WEB APP for any purpose whatsoever.

License. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to access and use PANGONI WEB APP subject to the Terms of this Agreement. Any rights not expressly granted herein are reserved by us.

Restrictions. You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by us; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by the applicable laws in Kenya; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and, or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Ownership. The Services and all rights herein are and shall remain property of PANGONI LISTING LIMITED. Neither these Terms nor your use of the Services convey or grant to you any rights in or related to the Services, except for the limited license granted above, or to use or reference in any manner our company names, logos, product and service names, trademarks or services marks. All content appearing on the PANGONI WEB APP is our property or the property of our partners and is protected by international copyright laws. Certain names, graphics and logos are trademarks, service marks, or trade dress (together, "Marks") of PANGONI WEB APP, our Marks may not be used for any purpose except pursuant to our Trademark Usage Policy. All other Marks are the property of their respective owners and may not be used without their prior written consent.

Your Use of the Services

User Accounts. In order to derive the maximum benefits of most aspects of the PANGONI WEB APP, you need to register for and maintain a user account ("Account"). Account registration requires you to submit certain personal information, such as your name, email address, address, and/or mobile phone number, and/or at least one valid payment method (e.g., MPESA or Credit card). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date account information may result in your inability to access and use the Services or PANGONI WEB APP, leading to termination of this Agreement. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. We are not liable for any loss that you may suffer through the use of your password by others. You must notify us immediately of any unauthorized use of your Account or of any other breach of security known to you with respect to PANGONI WEB APP.

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Scheduling a Job. To list a property, (a "Service Job" and a "Service Request"), you may be asked to specify the type of service that you think is required, the location of the property to be listed, the date and time that the property is available. You agree that it is your responsibility to provide all the necessary and accurate details of the property.

Once you submit a listing/Job Request, we may provide you with the charges sheet/list and further information and our "services ratings" based on previous customer reviews (if applicable). We reserve the right to cancel, modify, adjust, add, or delete listings and/or prices at any time prior to billing you.

You agree to treat our servicemen, agents, workers, staff, and or representatives courteously and lawfully, to provide a safe and appropriate working environment that is in compliance with all applicable laws and regulations, and to provide reasonable cooperation to enable them to handle your Job Request well. We do not control the availability of the independent service providers on the PANGONI WEB APP Platform. You acknowledge that your selected service provider may be unavailable from time to time, e.g., due to illness, or vacation, or other emergencies.

Collection and Use of Data: PANGONI WEB APP will comply with the Data Protection Act No. 24 of 2019 Laws of Kenya. You are entitled to access the personal information we hold about You, and you may request that PANGONI WEB APP amend it if it is incorrect.

During the course of dealing with You, PANGONI WEB APP will receive and store data, including the date and time of such activities, the phone numbers, and the content of the messages. PANGONI WEB APP and its Agents may generally collect basic personal information about you, such as Your name, address and contact details or we request other specific information from you relating to the Service. You agree to our use and disclosure of this data for legitimate business purposes. We may send you confirmation and other transactional emails regarding the Services. We may also send you emails or text messages about services that we think might interest you ("Promotional Emails"). You can unsubscribe from our Promotional Emails at any time by clicking unsubscribe in our email communications or contacting us.

Communications. You expressly consent and agree to receive communications from us, including via e-mail, text message, calls, and push notifications, to the cellular telephone number you provided to us. You understand that you may receive communications generated by automatic telephone dialing systems and/or which will deliver pre-recorded messages sent by or on behalf of PANGON WEB APP or its affiliated companies, or agents or representatives, including operational communications concerning your Account, use of the PANGONI WEB APP or Services, updates concerning new and existing features on the Platform, communications concerning promotions, and news concerning us and our Services. You may opt out of receiving text (SMS) messages from us at any time by texting the word STOP from the mobile device receiving the messages. You acknowledge that opting out of receiving text messages may impact your use of the Services. You agree to our use of a service provider to mask your telephone number when you use the App, call or exchange text messages with Engineers.

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User Content. We may permit you from time to time to submit, upload, publish or otherwise make available textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for promotions ("User Content"). Any User Content provided by you remains your property. However, by providing User Content to us, you grant us a worldwide, perpetual, irrevocable, transferable, unrestricted, non-exclusive, absolute, royalty-free license, with the right to sublicense, to use, copy, modify, transmit, reproduce, exhibit, disclose, display, transform, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised, without further notice to or consent from you, and without the requirement of payment to you or any other person or entity. Further, we shall be free to use any ideas, concepts, know-how or techniques contained in such User Content for any purpose whatsoever, including developing, manufacturing and marketing products and/or services incorporating any User Content. You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant us the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor our use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by us in our sole discretion, whether or not such material may be protected by law. We may, but shall not be obligated to, review, monitor, or remove User Content, at our sole discretion and at any time and for any reason or no reason, without notice to you.

Network Access and Devices. You are responsible for obtaining the compatible hardware or devices and data network access necessary to use the Services. The Services may be subject to malfunctions and delays inherent in the use of Internet/electronic communications and we shall not be held liable for any such malfunction or delay.

Payment Terms. You understand that use of the Services shall result in charges to you for the Services you receive from us ("Charges"). Charges may include any applicable national government and county government taxes. At the time you schedule a Job Request, we will record your preferred payment method information and validate your payment information. You authorize the payment of Charge(s) according to your preferred payment method information, or, if applicable, the payment of a cancellation fee if you cancel the Job Request and the payment of rescheduling fee if you reschedule the Job. You agree not to make any alternative payment arrangement with our staff, agent, or provider. While we will use commercially reasonable efforts to ensure the security of all credit/debit card and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to indemnify us and hold us harmless for any damages that may result therefrom.

After you have received the services obtained through your use of the Service, we will facilitate your payment of the applicable Charges on our Platform. Payment of the Charges in such a manner shall be considered the same as payment made directly by you to PANGONI LISTINGS LIMITED. Charges paid by you are final and non-refundable, unless otherwise determined by us. All Charges are due immediately. If your primary payment method is

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determined to be expired, invalid or otherwise not able to be charged, you agree that we may use a secondary payment method in your Account, if available.

We reserve the right to establish, remove and/or revise Charges for any or all Services at any time in our sole discretion. If you change the services needed, or add additional Services, you authorize the payment of updated or modified Charges. If we determine that you require services other than the Services you specified in your original Job Request, you may be charged a separate and additional fee for the added and extra Services you require.

Termination; Cancellation

Termination by PANGONI WEB APP. We may terminate this Agreement or terminate or suspend your Account immediately at any time for any reason or for no reason upon notice to you. If we terminate or suspend your Account, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your Account, we reserve the right to pursue any available legal action. When terminating your Account, we may delete the Account and any information in it. You have no ownership rights to your Account.

Termination by You. You may terminate this Agreement by completely and permanently ceasing to use the Services (provided that there are no outstanding charges or Services ordered under your Account). If you attempt to terminate this Agreement while there are still outstanding Services ordered under your Account, this Agreement shall not terminate until such Services have been paid for, or otherwise canceled as permitted by this Agreement.

Rescheduling of Jobs by You. You may reschedule a scheduled Job at anytime, subject to the following. If you cancel more than 48 hours before a scheduled Service appointment or Job, there is no reschedule fee. If you cancel within 48 hours of the scheduled start time for the Job or scheduled Service, you will be charged an extra Ksh1,000. We reserve the right to establish, remove or revise our reschedule policy and/or fee at any time in our discretion.

Cancellation of Jobs by You. You may cancel a scheduled Job at any time, subject to the following. If you cancel more than 48 hours before a scheduled Service appointment or Job, there is no cancellation fee. If you cancel within 48 hours of the scheduled start time for the Job or scheduled Service, you will be charged an extra Ksh 2,000 cancellation fee. We reserve the right to establish, remove or revise our cancellation policy or fees at any time in our discretion.

Vetting of Third-Party Providers

Property dealers, Real Estate Agents, Agencies, and professionals are subject to an extensive vetting process by their professional associations, before they register for and during their use of the PANGONI WEB APP Platform, including a comprehensive professional and criminal background check. Although we may perform background checks, we cannot confirm that each is who they claim to be and therefore, we cannot and do not assume any responsibility for the accuracy or reliability of identity or background check information or any information provided

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through the PANGONI WEB APP Platform. When interacting with each property dealer, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you don't know.

WE ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE PANGONI WEB APP PLATFORM AND YOU HEREBY RELEASE PANGONI WEB APP FROM ANY LIABILITY RELATED TO THERETO. WE WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE PANGONI WEB APP PLATFORM.

Disclaimers

THE SERVICE IS MADE AVAILABLE ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY. YOU USE THE SERVICES ENTIRELY AT YOUR OWN RISK. WE DO NOT PROVIDE, AND SPECIFICALLY DISCLAIM, ANY REPRESENTATION OR WARRANTY OF ANY KIND TO YOU OR ANY OTHER PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) OF INFORMATIONAL CONTENT OR ACCURACY; (III) OF NON-INFRINGEMENT; (IV) OF QUIET ENJOYMENT; (V) OF TITLE; (VI) THAT THE PANGONI WEB APP PLATFORM WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION; (VII) THAT ANY DEFECTS OR ERRORS IN THE PANGONI WEB APP PLATFORM WILL BE CORRECTED; (VIII) THAT SERVICES OFFERED WILL BE AVAILABLE IN ALL MARKETS; OR (IX) THAT THE PANGONI WEB APP PLATFORM IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE. PANGONI WEB APP MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR GOODS REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. PANGONI WEB APP DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Limitations of Liability

YOU AGREE NOT TO HOLD PANGONI WEB APP (OR, ITS STOCKHOLDERS, AFFILIATES, LICENSORS, PARTNERS, MEMBERS, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS AND CONTENT PROVIDERS (COLLECTIVELY, "MEMBERS")) LIABLE FOR ANY DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE YOURMECHANIC PLATFORM OR ANY SERVICES, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT, DELAY OF PERFORMANCE OR OMISSION OF ANY USER OR THIRD PARTY PROVIDER (OR ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER), ANY DISPUTE WITH ANY USER OR THIRD PARTY PROVIDER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY PANGONI WEB APP OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION.

UNDER NO CIRCUMSTANCES WILL PANGONI WEB APP OR MEMBERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN AN ACTION FOR CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE)

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OR OTHERWISE, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST EARNINGS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PANGONI WEB APP AND MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH THE PANGONI WEB APP PLATFORM.

THE PANGONI WEB APP PLATFORM IS ONLY A VENUE FOR CONNECTING USERS. WE ARE NOT RESPONSIBLE FOR ASSESSING THE SUITABILITY, LEGALITY OR ABILITY OF ANY THIRD-PARTY PROVIDER AND YOU EXPRESSLY WAIVE AND RELEASE PANGONI WEB APP FROM ANY AND ALL LIABILITY, CLAIMS OR DAMAGES (ACTUAL, DIRECT OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING FROM OR IN ANY WAY RELATED TO ANY THIRD-PARTY PROVIDER. WE EXPRESSLY DISCLAIM ANY LIABILITY THAT MAY ARISE BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS. THE QUALITY OF THE SERVICES SCHEDULED OR REQUESTED THROUGH THE USE OF THE PANGONI WEB APP PLATFORM IS ENTIRELY THE RESPONSIBILITY OF THE THIRD-PARTY PROVIDER WHO ULTIMATELY PROVIDES SUCH SERVICES TO YOU. YOU UNDERSTAND, THEREFORE, THAT BY USING THE PANGONI WEB APP PLATFORM, YOU MAY BE EXPOSED TO SERVICES THAT ARE POTENTIALLY DANGEROUS, OFFENSIVE, HARMFUL, UNSAFE OR OTHERWISE OBJECTIONABLE, AND THAT YOU USE THE PANGONI WEB APP PLATFORM, AND THIRD-PARTY PROVIDER, AT YOUR OWN RISK. NOTHING IN THIS AGREEMENT OR THE PANGONI WEB APP PLATFORM CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION ON ANY LEGAL OR MATTER, YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL.

YOU ACKNOWLEDGE THAT THIRD PARTY PROVIDERS MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. YOU AGREE THAT WE HAVE NO RESPONSIBILITY OR LIABILITY TO YOU RELATING TO SERVICES PROVIDED TO YOU BY THIRD PARTY PROVIDERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

BY USING THE PANGONI WEB APP PLATFORM, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, YOU MUST NOT USE THE PLATFORM.

Indemnification. You hereby agree to indemnify, any other user harmless PANGONI WEB APP and Members from and against any and all claims, losses, expenses, liabilities, damages or demands (including legal fees and costs incurred), in connection with or resulting from, directly or indirectly: (i) your use or misuse of or inability to use the PANGONI WEB APP Platform, and/or the Services, (ii) your violation of this Agreement, (iii) your violation of any applicable law or regulation; (iv) your violation of the rights of another user, and (v) your information and content that you submit or transmit through the **PANGONI WEB APP** and its associated Platforms.

Dispute Resolution

Arbitration. Any dispute or claim relating in any way to your use of the PANGONI WEB APP Platform or any Services shall be resolved by way of mediation and/or arbitration first. To begin an arbitration proceeding, you must first send a letter declaring a dispute and requesting arbitration and describing your claim to PANGONI WEB APP's Legal Department.