

TERMS OF SERVICE

1. Your Acceptance

This is an agreement Mobile SmartCity Corp DBA Pango (The “app”), and you (“you” or “You”), a user of the Service. By using the service, you acknowledge and agree to these terms of service, and The App privacy policy, which can be found at <http://www.mypango.com/Terms of Service.pdf>, and which are incorporated herein by reference. If you choose to not agree with any of these terms, you may not use the service.

2. Modification

Mobile SmartCity Corp DBA Pango reserves the right, to modify these Terms, including the Service Fees, at any time and without prior notice. If the modification is done, we will post the modification on the App. We will also update the “Last Updated Date” at the top of these Terms. By continuing to access or use the Site, Application or Services after we have posted a modification on the Site or via the Application or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms.

3. The App access

A. The following are the terms in which the App must be used: (i) your use of the App is for your business where Clover is installed (ii) you will not duplicate, transfer, give access to, copy or distribute any part of the App in any medium with previous written authorization; (iii) you will not attempt to reverse engineer, alter or modify any part of the App; and (iv) you will otherwise comply with the terms and conditions.

B. In order to access and use the features of the Service, you acknowledge and agree that you will have to provide The App with your full name, mobile phone number and date of birth. You expressly acknowledge and agree that in order to provide the Service. We collect names, addresses, email addresses, phone numbers and the personal information provided by you.

4. Intellectual Property Rights

The design of the App, including texts, scripts, graphics, interactive features and the like, except Status Submissions, and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to App, subject to copyright and you agree to not engage in the use, copying, or distribution of any of the Service other than expressly permitted herein, including any use, copying, or distribution of Status Submissions of third parties obtained through the Service for any commercial purposes.

5. Representations and warranties

You agree that your use of the App shall be at your sole fully risk, directors, employees, and agents disclaim all warranties, express or implied, in connection with the service and your use thereof. The App makes no warranties or representations about the accuracy or completeness of this service's content and assumes no liability or responsibility for any (i) mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature resulting from your access to and use of our service, (iii) any interruption or cessation of transmission to or from our service, (iv) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available via the The App service. The App does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the The App and will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

6. Indemnity

You agree to defend, indemnify and hold harmless The App, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the The App; (ii) the services contracted by you in the use of this App (iii) Any fraud, system failure, declining of the operation, whatsoever, as a result of the transaction in the payment of the services offered in The App (ii) your violation of these Terms of Service; (iv) your violation of any third party right. This defense and indemnification obligation will survive these Terms of Service and your use of the The App.

7. Hyperlinks to other websites

The App contains links to websites of thirds, however, its content and terms and conditions might be different from our terms and conditions, and The App has no control on the operation and management of these websites, its content and publications.

The user must know the terms and conditions managed by those websites.

The App is not responsible for the content of the linked pages to The App, nor the damages or injuries that may cause.

8. User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of The App and the Services offered through it. In connection with your use of the App you may not and you agree that you will not:

- Violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- Use The App for any commercial or other different than the one stated by the Clover terms of service (<https://www.clover.com/terms>);
- Copy, store or otherwise access any information contained on the Site, Application, Services or Collective Content for purposes not expressly permitted by these Terms;
- Infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- Use the App to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- Impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- Post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

9. OTHERS

Mobile SmartCity Corp DBA Pango does not save your credit or debit card information. The App communicates all the purchase operations through the protocol Secure Socket Layer to ensure your personal information security. However, The App is not responsible of the security of your personal information or fraudulent use of your debit or credit card to buy the services rendered in The App, and must not proceed with any refunds of any kind of any situation that might occur during the use of The App.