

## Terms and Conditions of Service

### 1. Welcome

Welcome to **Mobile Smart City powered by Pango**. **Mobile Smart City powered by Pango** are mobile and Internet services (collectively, the “**Service**”), owned and operated by **Mobile Smart City Corporation (together with its affiliates, “Pango,” “we” or “us”)**.

Pango’s smartphone application together with the Service’s web interface both constitute integral components of the Service and will be referred to as the “**App**”.

**PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF SERVICE (THE “TERMS”). YOUR CLICKING “I AGREE” HERETO AND/OR YOUR USE OF THE SERVICE CONSTITUTES YOUR AGREEMENT TO AND ACCEPTANCE OF THE TERMS. YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL CONTRACTING AGE AND HAVE LEGAL CAPACITY TO CONTRACT, AND THAT YOU ARE NOT OTHERWISE PROHIBITED FROM PURCHASING OR USING THE SERVICE.**

**IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICE IN ANY WAY.**

### 2. Introduction

Pango provides an interactive payment system that simplifies paying for “on street” or “off street” parking of any vehicle. Pango allows you to start, add to, end and pay for parking sessions and receive notifications emails or personal text messages alerting you of the pending expiration of a parking session (“**Personal Alerts**”). You may participate in any of the following ways:

- You may call Pango’s toll free telephone number and follow the interactive voice response (“**IVR**”) or automatic speech recognition (“**ASR**”) instructions.
- You may send an SMS (text message) to Pango with your parking information.
- You may download the Pango APP to your mobile device. If you consent to receive notifications and use your location, the APP will recognize you and your location through your mobile device’s GPS. Then you need only select or confirm the parking zone and push the “**Start Parking**” button to initiate a parking session.
- Using any telephone, you may call Pango’s toll-free number and choose or enter your vehicle’s license plate number.
- You may visit Pango’s Website and sign in to your User Account.

Pango also includes a locator function (“**Mobile Locator**”) which may allow you to find parking facilities nearest to your current location, as well as merchant locations or offerings nearest your location for any current Mobile Offer. Mobile Locator is dependent on your wireless service, your mobile device’s GPS antenna coverage and the wireless coverage within the area in which you are located when you access Mobile Locator. If your location is enabled or the Mobile Offers (as defined in Section 6 below) of which you take advantage use location-based products or services, you will be sending Pango location information. This information may reveal your actual location. Mobile Locator may not be available in all areas. The actual distance between your location and the nearest parking facility utilizing Pango’s APP services and/or Mobile Offer merchant location will vary depending on your location.

### 3. Eligibility

Only individuals who (i) have a valid driver’s license and (ii) either are above the age of 18 or have

been registered by a parent or legal guardian may use Pango. Adults who register a minor or permit a minor or any other individual to use the adult's Pango Account are responsible for all charges, as well as all acts and omissions of the person using such User Account.

At any time, we may request additional information to confirm that you are above 18 or have a parent or guardian's consent to use the Service. We reserve the right to terminate your Account, if we find that you are a minor who is using the Service without parental or guardian consent.

The Service is not for use, nor may any products or services be purchased for or by any user that is under the control of, located in, or a national or resident of any country subject to a United States embargo or other similar United States export restrictions, or is listed on any U.S. government denied persons or entity list or is subject to any other legal prohibition on engaging in commerce with such user.

If you register to use or use the Service on behalf of an entity, you represent and warrant that you have legal authority to bind such entity to these Terms, and in such event the terms "you" and "your" also refer to such entity, except that if you do not have actual legal authority to bind such entity, you are and shall be personally bound and liable under the Terms and you agree to indemnify us with respect to any claims, losses, expenses (including, without limitation, legal expenses), damages or other liability (collectively, "Claims") arising or resulting therefrom. Pango shall not have any liability for any Claims arising or resulting from reliance on any representation, warranty, agreement, instruction, notice or communication received from you whether on your own behalf or on behalf of such entity.

#### **4. Registration and Account**

To access and use the Service, you are required to register as a user, create a user account ("Account") and agree to the Terms. Pango will credential you as a Pango user using your telephone number or email as an identifier. To use the Service, you'll need to enter your SMS capable telephone number and confirm your possession of said device by entering the Verification code sent to that device Account. You are fully accountable for any outcome that may result from your failure to provide true, accurate and complete details during the registration process. You are solely responsible and liable for all activities performed with or through your Account.

You may create an Account as follows:

- a) You may register through Pango's website. When you set up an Account through Pango's Website, your email address is your user name and you will be prompted to choose an 8-character password.
- b) You may register through your mobile device when you download Pango's App,
- c) You may register by calling Pango at 1-877-myPango and follow the IVR or ASR instructions. When you register by following IVR or ASR instructions, you will receive a text message with a 4-digit code. The code is not required for any registered and credentialed mobile device provided caller identification is activated.
- d) You may register by calling Pango Customer Support Service at 1. 877.mypango (1.877.697.2646) and speak with a representative.

Should you wish to pay for parking using an unregistered mobile device or one that does not permit caller identification, you must enter the vehicle license plate number and phone number at which you can be contacted.

## **Account**

When you register to create an Account to use the Service, you authorize Pango to make such credit inquiries as may be appropriate, including to consumer reporting agencies, to validate registration information provided both prior to authorizing your Account and from time to time if any concerns arise with respect to your user Account.

You shall: (i) provide true, accurate and complete information to Pango; (ii) not impersonate or misrepresent your identity, your right to use the registered mobile device, credit card or other selected payment option, or the registered vehicles or drivers; (iii) maintain and promptly update all information to keep it true, accurate, current and complete; (iv) not engage in any harmful or abusive activities that may disrupt the Service, and (v) not violate any laws, rules or regulations.

If Pango has reasonable grounds to suspect that the information you provided is untrue, inaccurate or incomplete, Pango may suspend or terminate your Account and refuse any and all current or future use of Pango's Parking Services (or any portion thereof) through your Account.

You may edit your Account information and change your Account settings at any time. For example, you may add or delete credit cards, mobile devices, drivers, vehicles, or change your contact information or preferences in connection with Personal Alerts. You may opt-out of receiving Mobile Offers, 7-minute end of session alerts or any other optional alerts listed under Settings/Alerts at any time. However, you may not opt-out of receiving notifications from Pango regarding the Service.

It is your responsibility to review and update your My Account information. You may change your My Account profile and settings at any time. Please ensure your credit card information remains current.

If you fail to maintain accurate registration information, you may not receive notifications, updates or other important information about the Service and/or your access to and use of the Service may be suspended or terminated.

## **Parking Notifications**

All Pango users are required to provide a valid email address for the distribution of parking activity notifications. A user will be notified via email the confirmation of a started parking session and at the end of a valid parking session. Pango users may opt to receive SMS parking notifications as part of the optional service Pango Save. Any user opting to receive SMS notifications agrees to be charged all applicable subscription fees associated with optional monthly services.

*Please see section 5 and section 9 for optional services and privacy terms.*

## **5. Use of the Service and fees**

You may use your Account to pay for on and off-street parking in any parking facility that uses Pango. Your parking activity will be recorded to your Account each time you use Pango. You may not use the Service beyond the scope of the rights that you have purchased for same.

**Fees.** The applicable fees that you will be charged comprise of the following:

- **Parking fees:** You pay the actual parking rates designated by the applicable parking authority or parking operator plus all taxes or other charges imposed by applicable law, whenever you use your Account to pay for parking. Some parking authorities/operators may also charge a convenience fee in addition to the parking fee. Pango does not control parking rates, taxes or other charges imposed by applicable law or convenience fees. Please read rate information carefully in the APP, or listen carefully if using the IVR as parking rates, convenience fees and taxes are subject to change and are outside of Pango's control.
- **Fees for optional Services:** In addition to the parking fees discussed above, Pango does charge fees for other Services such as Pango Save, which you may optionally sign up for in

the APP. Pango Save gives you alerts for time expiring, car checked by parking enforcement, cars around you checked by parking enforcement, or car moved. A monthly recurring fee for Pango Save will be charged. The applicable monthly recurring fee is at the then current rate separately presented to you through the APP or IVR. You will be charged the monthly fee automatically, on a recurring basis, for each vehicle on your User Account, until you notify Pango that you wish to unsubscribe to the optional Services. When you do so, your unsubscribe request will be effective the first full month after you notify Pango to unsubscribe from the optional Services. Although the monthly recurring fee for optional services will be separately itemized on your Account statement, it will not be separately itemized on your credit card statement; rather, it will be included with the lump sum charges for your parking activities.

### **Rental Parking Spaces**

Pango provides users in participating locations the ability to register and rent out residential parking spaces to other Pango users for an agreed upon price and parking period. Only parking spaces and users approved by the participating locations will be permitted to register for renting.

It is the user's responsibility to provide valid and accurate information for the registration of parking spaces and license plates. Pango is not responsible for any parking violations or infractions that result from failure a failure to provide valid & accurate parking information.

Pango is not responsible for the pricing and parking period that is agreed upon for each rental transaction. The registered space owner designates the price and parking period, as well as the payment method. A 15% convenience fee will be applied to all rental parking transactions facilitated by Pango.

It is the user's responsibility to provide accurate and valid banking information for ACH transfer of funds earned through rental transactions. Failure to update or replace invalid or expired payment credentials for monthly payments will result in the loss of rental parking permit. Pango is not responsible for any enforcement actions taken due to the loss of rental parking permits.

### **Pango Wallet Payments**

The mobile wallet ("Pango Wallet") payment option type provides you with the ability to credit funds to be stored in the Pango Wallet for purchase of Pango parking services in participating locations. Pango Wallet can be funded using a credit card or the online payment applications Paypal and Venmo. By activating and Topping-Up your wallet funds, you are agreeing to the following terms governing the Pango Wallet services.

Each user is responsible for the usage and maintenance of their own wallet account and funds.

An AutoRenewal feature allows for the automatic top-up of wallet funds upon reaching a low-fund threshold. By turning on the Auto-Renewal feature, you agree to be charged the selected top-up amount upon your wallet balance reaching the renewal threshold.

You will be charged all applicable parking rates and convenience fees associated with parking while paying through the Pango Wallet.

### **Paypal & Venmo**

Paypal and Venmo are added convenience options for funding the Pango Wallet. By selecting Paypal or Venmo as your Wallet funding source, you are authorizing your Paypal or Venmo account to be charged the selected funding amount upon initiating a Top-Up. Refunds of wallet funds purchased using Paypal or Venmo will be sent to the account originally selected at the time of Top-Up.

### **Pango Wallet Refund Policy**

Pango will return all unused deposited funds upon the customer's request within 20 business days. All parking and processing fees for parking sessions will be deducted before refunded. A 5% processing fee will be deducted from your funds to process this refund transaction.

### **Cancellation Policy**

Pango also disclaims liability for failure to complete your transaction due to inability to connect to any part of Pango's Parking System or payment processor clearance issues, such as, without limitation, if you have exceeded your credit card limit or if your card is rejected for any reason. A fee of US\$15.00 may be charged to your Account if your credit card is rejected. If for any reason Pango is unable to charge your credit card or other payment method for the full amount owed for the Service or any other applicable purchased products or services, or if Pango receives notification of a chargeback, reversal, payment dispute, or is charged a penalty for any fee it previously charged to your credit card or other payment method, you agree that Pango may pursue all available lawful remedies in order to obtain payment, including but not limited to, immediate suspension of your Account and/or cancellation, without notice to you, of Service or any such other products or services. Pango also reserves the right to charge you reasonable additional service fees for (i) additional time and/or costs Pango may incur as a result of your noncompliance with these Terms (as determined by Pango in its sole and absolute discretion); (ii) third party or other Claims relating to your use of the Service or purchase or use of any other products and services; (iii) recouping any and all costs and fees incurred by Pango due to chargebacks or other payment disputes or charged by your bank or credit card or other payment processor. These additional service fees will be billed to the credit card or other payment method you have on file with Pango. Past due payments shall accrue interest at the rate of one and one-half percent (1 1/2%) per month or the applicable maximum legal rate, whichever is less, until the past due balance together with accrued interest has been paid in full.

In addition, standard data and text rates may apply for each text message sent from and received by your mobile device as determined by your wireless provider. You are solely responsible for all charges attributable to your Account, including those mentioned above, as well as any other charges imposed by your wireless provider. You should contact your wireless provider for complete data, text and other pricing details. Fees will be charged to your Account in the currency of the country in which the parking facility is located, at the rates posted by operator on the date of service unless you are given the option to choose the Dynamic Currency Conversion ("DCC") feature facilitated by your credit card.

Although you will be able to see the detail of your parking activity in real time through your Account, including any recurring monthly fee for optional Services, Pango will only charge a lump sum to your credit card for all parking activities and all applicable taxes and other charges associated with your Account occurring during that day. You may access your Account history, including all Pango Parking Services charges made to your Account through Pango's Website. A monthly statement reflecting the lump sum charged to your credit card for the previous month's parking activity also will be made available for access by you through your Account on Pango's Website. The monthly statement will be accessible even if no transactions have occurred during the applicable month.

You agree that Pango may provide your Account statements and all administrative messages and notifications to you electronically through Pango's Website and the App. You agree that your Account may be terminated should you revoke your consent to receiving Account information, and administrative statements, messages or notifications electronically.

If you believe a billing or accounting error has occurred with respect to charges made to your User Account, please notify Pango Customer Service at [support@mypango.com](mailto:support@mypango.com) or 1.877.mypango (1.877.697.2646). All payments are nonrefundable unless expressly agreed otherwise by Pango. Prices and rates are subject to change at any time and such changes or modifications shall be posted in the App and shall be effective immediately without need for further notice to you. All payments shall be made in U.S. Dollars.

## 6. **Mobile Services**

**E-SIGN.** By registering your mobile device and clicking the “CONFIRM” button, you agree to the use of an electronic mechanism (“electronic record”) to document your consent to accept the Service. You may withdraw your consent to use an electronic record by notifying Pango Customer Service at [support@mypango.com](mailto:support@mypango.com) or 1.877.mypango (1.877.697.2646). To access and retain a copy of this disclosure or the electronic record that documents your consent to accept the Service, you will need

(i) a device (such as a computer or mobile phone) with a web browser and Internet access and (ii) either a printer or storage space on such device. To request a free paper copy, contact Pango Customer Service at [support@mypango.com](mailto:support@mypango.com) or 1.877.mypango (1.877.697.2646).

**Offers.** Pango’s App may send or display offers and coupons for products and/or services provided by third parties (collectively, “Mobile Offers”) directly to your mobile device in the form of text messages notifications, banners, pins on a map, videos, or any other means enabled by the App. Credentialing your mobile device and clicking the “CONFIRM” button, constitutes your e-signature consent to receive automated, Mobile Offers from Pango as described in the above paragraph.

Providing your consent to receive Mobile Offers from Pango is not a condition of purchasing any goods, or services. You may opt-out of receiving Mobile Offer text messages by following the instructions in the body of the text message or in the section of this Agreement entitled “Registration and User Account.” You may not opt-out of receiving text messages from Pango with respect to any aspect of Pango’s Parking Services.

Standard data and text rates may apply for each text message sent from and received by your mobile device as determined by your wireless provider. You are solely responsible for all charges attributable to your Account, including those mentioned above, as well as any other charges imposed by your wireless provider. You should contact your wireless provider for complete data, text and other pricing details.

To redeem Mobile Offers, (i) you must show the offer message and/or coupon graphic containing the Mobile Offer to the merchant at a participating location, and (ii) your purchase must be charged in full to the credit card registered to your Account. Each Mobile Offer is subject to the terms and conditions specified herein and, in the details, related to the specific Mobile Offer, if any. A Mobile Offer is valid only during the times specified in such Mobile Offer.

The Mobile Offers are solely for your use. You may not distribute or share any Mobile Offer with any other individual, regardless of whether or not he or she has also downloaded Pango’s App. You may use each Mobile Offer only once, unless otherwise set forth in that Mobile Offer’s terms and conditions.

UNLESS OTHERWISE SPECIFIED IN THE TEXT OF THE MOBILE OFFER, THE MOBILE OFFER TERMS AND CONDITIONS OR AT THE POINT OF PURCHASE, ALL MOBILE OFFERS ARE: SUBJECT TO AVAILABILITY; LIMIT ONE MOBILE OFFER PER ACCOUNT; MOBILE OFFER MAY BE REDEEMED ONLY BY SHOWING OFFERTO MERCHANT; MOBILE OFFER VALID IN-STORE OR ONLINE ONLY (AS APPLICABLE AND AS STATED IN THE ACTUAL MOBILE OFFER DETAILS); MOBILE OFFER CANNOT BE COMBINED WITH OTHER PROMOTIONS OR OFFERS AND IS NOT REDEEMABLE FOR CASH; MOBILE OFFER NOT VALID ON GIFT CARDS, GIFT CERTIFICATES, OR PRIOR PURCHASES; TAXES AND GRATUITIES NOT INCLUDED; ALCOHOLIC BEVERAGES NOT INCLUDED; AND VALID ONLY IN THE U.S.A. (OR, IF APPLICABLE, WHEREVER THE MERCHANT SHIPS). OTHER RESTRICTIONS MAY APPLY. SEE SPECIFIC MOBILE OFFER TEXT MESSAGE FOR FURTHER DETAILS. YOU ACKNOWLEDGE AND AGREE THAT MOBILE OFFERS AND THE PRODUCTS OR SERVICES ARE PROVIDED BY THIRD PARTY MERCHANTS, AND PANGO MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MOBILE OFFERS, OR THE APPLICABLE THIRD-PARTY MERCHANTS OR PRODUCTS OR SERVICES. PANGO DOES NOT AND WILL NOT HAVE ANY

LIABILITY WITH RESPECT THERETO...

**7. Account suspension and termination**

If Pango reasonably believes you misused the Service or breached these Terms, or if you fail to make any payments when due or fail to maintain a valid credit card on record with us, we may, at our sole discretion and without prior notice, temporarily or permanently, deny, limit, suspend, terminate or delete your User Account, and/or prohibit you from accessing the Service.

**8. Restrictions**

When using the Service, you will not:

- Breach the Terms or any other rules and instructions that we may convey with respect to the use of the Service;
- Misrepresent your identity or commit any act of fraud;
- Engage in any activity that constitutes or encourages conduct that would constitute a criminal offense under applicable law, give rise to civil liability or otherwise violate any applicable law.
- Interfere with, burden or disrupt the functionality of the Service;
- Breach the security of the Service;
- Circumvent or manipulate the operation or functionality of the Service, or attempt to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Service;
- Use or launch any automated system, including robots, crawlers and similar applications to collect or compile content or data from the Service;
- Send viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service or third party systems, networks, devices or software;
  
- Tamper with other user accounts, commit unauthorized intrusion into any part of the Service or use the Service to intrude into any other site, network, system, device or account, or engage in other interfering or fraudulent activity relating to the Service, including but not limited to, password cracking, defrauding others into releasing their passwords, denial-of-service attacks.
  
- Display the Service or any part thereof in an exposed or concealed frame, or link to elements or portions on or of the Service, independently from manner on which they originally appear or are made available through the Service;
- Impersonate any person or entity, or make any false statement pertaining to your identity;
- Provide access to your Account or otherwise provide access to or use of the Service to any third party;
- Create more than one Account for yourself; or
- Collect, harvest, or process personal information of or about other users of the Service.

You may not access or use the Service in order to develop or create a similar or competitive products or services.

YOU SHOULD NEVER ACCESS PANGO'S APP ON A MOBILE DEVICE WHILE DRIVING. ALWAYS DRIVE SAFELY AND IN ACCORDANCE WITH LAW.

Pango shall have no obligation to monitor the usage of the Service. However, Pango reserves the right to review any communications or submissions directed to the Service and to remove any of same in its sole discretion. Pango further reserves the right, and you hereby authorize Pango, at all times to disclose to law enforcement authorities, prosecutors, regulatory and/or other governmental officers or agencies any information about you or your use of the Service or other information as necessary to satisfy any applicable law, regulation, subpoena or other legal process or governmental request, or in connection with a breach by you of these Terms or suspected or actual unlawful activity by you or otherwise relating to your Account, or to edit, refuse to post or to remove any information or materials, in whole or in part, in its sole discretion without any requirement to notify you.

Content presented on the Site is subject to limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations.

## **9. Your Privacy**

We respect your privacy. Our Privacy Policy, which is incorporated to these Terms by reference, explains the privacy practices on the Service. Pango's certification by the Payment Card Industry ("PCI") Security Standards Council reflects Pango's efforts to maintain, and notify you of, Pango's privacy and data security practices as clearly, concisely and transparently as possible. The PCI Security Standards Council's members include the major credit card companies. The standards established by the PCI Security Standards Council provide technical and operational requirements to protect cardholder data. You authorize Pango to and/or the applicable third-party merchants and their designated payment processors to store and use your payment information and other related information for payment processing purposes. If you access the Service from outside the United States, you consent to the transmission and/or transfer of data relating to your Account and your use of the Service across all applicable international boundaries.

By registering, posting, uploading, inputting or otherwise submitting your contact information or other information or content to the Service, you grant to Pango and its contractors permission to use same in connection with the operation of the Service and marketing of the Service and Mobile Offers and other products and services to you, including contacting you and sending you emails and other communications, including, without limitation, the rights to: copy, distribute, transmit, reproduce, edit, translate and reformat such information and content as part of marketing products and services to you based on your expression of interest and/or request to be contacted. No compensation will be paid with respect to the use of such information or content. Said permission is transferable by Pango to an acquirer in connection with a business or asset sale. Pango is under no obligation to post or use any information or content you may provide and may remove any of same at any time in its sole discretion. By posting, uploading, inputting, providing or submitting such information or other content to the Service, you represent and warrant that you own or otherwise control all of the rights to such information and content, including, without limitation, all the rights necessary for you to provide, post, upload, input or submit such information and content and that such information and content does not infringe or otherwise violate any third party intellectual property or other right. You agree that Pango may also disclose your personally identifiable information as is necessary to: (a) comply with a subpoena or court order; (b) cooperate with law enforcement or other government agency; (c) establish or exercise our legal rights; (d) protect the property or safety of our company and employees, contractors, vendors, and suppliers; (e) defend against legal claims; (f) help with internal and external investigations; or (g) as otherwise required by law or permitted by law. Pango reserves the right to disclose your personally identifiable Information to its successors-in-interest or in connection with a merger or acquisition transaction, or change of control. You irrevocably consent to Pango's recording of any voice communications between you and Pango.



## **10. Intellectual Property**

As between you and Pango, Pango owns all rights, title and interest in and to the Service, including patents, copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith. All information and content provided in the Service, including without limitation the text, graphics, logos, and all other audible, visual or downloadable materials, as well as the selection, organization, coordination, compilation and overall look and feel of the Service are the intellectual property of Pango and/or its licensors or suppliers. Copyright © 2017 Pango USA LLC and/or its licensors or suppliers. PANGO is the service mark of Pango. The Service may depict trademarks owned by third parties. No interest, license or right to use any Pango or other trademarks is acquired by purchasing or using the Service or any other product or service provided via the Service. All rights not expressly granted herein are reserved.

Unless as expressly permitted in the Terms, you may not copy, distribute, display or perform publicly, sublicense, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, make commercial use of, process, compile, translate, sell, lend, rent, reverse engineer, combine with other software, modify or create derivative works of the Service, any part thereof or any information available on or through the Service, either by yourself or by a third party on your behalf, in any way or by any means, including, but not limited to electronic, mechanical or optical means.

You may not adapt or otherwise use, including in any Internet domain name, any name, mark or logo that is similar to our marks and logos. You must refrain from any action or omission which may dilute or tarnish our goodwill.

## **11. Changes in the Service; discontinuation**

We may, but are not obligated to, maintain the Service with periodic releases of bug fixes, code updates or upgrades. We will determine, in our discretion, the frequency and scope of such releases and you will have no right, claim or demand against us or our directors, officers, employees, agents, advisors, consultants, subcontractors and assignees (collectively, our “**Representatives**”), for any of these releases or the lack thereof.

You grant us your express consent to remotely send and automatically install on your smartphone device, without any prior or additional notice, updates, upgrades, code modifications, enhancements, bug fixes, improvements and any other form of code or settings changes in or to the App, which, among other things, may change the App's settings, layout, design or display.

We may also, at any time and without prior notice, change the layout, design, scope, features or availability of the Service or the Information.

Such changes, by their nature, may cause inconvenience or even malfunctions. YOU AGREE AND ACKNOWLEDGE THAT WE DO NOT ASSUME ANY RESPONSIBILITY WITH RESPECT TO, OR IN CONNECTION WITH THE INTRODUCTION OF SUCH CHANGES OR FROM ANY MALFUNCTIONS OR FAILURES THAT MAY RESULT THEREFROM.

We may, at any time, at our sole discretion, discontinue, terminate or suspend the operation of the Service, or any part or aspects thereof, or your access to and use of the Service temporarily or permanently, without any liability to you.

## **12. Service support, availability and quality**

The availability, quality and functionality of the Service depends on various factors, including software, hardware, communication networks, and the quality of cellular network connectivity, which are provided by third parties, at their responsibility. These factors are not fault-free or within our control.

WE DO NOT WARRANT THAT THE SERVICE WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES OR IMMUNE FROM ERRORS, GLITCHES OR UNAUTHORIZED ACCESS.

**13. Changes to the Terms; Additional Terms Applicable to Third Party Products and Services**

We may amend the Terms from time to time. In such case, we will notify you of the amended Terms, through the App. If you do not accept the amended Terms, we may terminate the Terms and your My Account and block your access to, and use of, the Service. Your continued use of the Service after the effective date of the amended Terms constitutes your consent to the amended Terms. The latest version of the Terms will be accessible through the App.

These Terms are in addition to specific additional, terms and conditions applicable to third party merchants and their products and services, including, without limitation, with respect to Mobile Offers. Such additional terms and conditions may include agreements required by Pango and/or third-party merchants which you are required to agree to with Pango and/or such third-party merchants as part of purchasing such products and services. You agree to comply with such additional terms and conditions. Such additional third party agreements, terms and conditions are entered into by you directly with such third parties and Pango is not a party thereto. Pango has no, and shall have no, liability or obligation with respect to any representations, warranties or obligations, or any disputes, breaches or Claims relating to such third-party agreements, terms and conditions or otherwise relating to the third-party merchants, products and services, unless expressly agreed to Pango in a separate written agreement. In the event of any conflict or inconsistency between these Terms and any additional agreements, terms and conditions, these Terms shall control as between you and Pango unless otherwise expressly agreed to by Pango.

**14. DISCLAIMER OF WARRANTY**

THE SERVICE AND MOBILE OFFERS ARE PROVIDED FOR USE "AS IS" AND "WITH ALL FAULTS". WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE APP AND THE INFORMATION, ANY THIRD-PARTY SOFTWARE, ANY MOBILE OFFER, ANY PRODUCTS OR SERVICES OFFERED BY THE BUSINESSES OR SERVICE-PROVIDERS LISTED ON OR THROUGH THE APP OR ANY MOBILE OFFER, THEIR PRICES AND FEES, THE SKILLS, QUALIFICATIONS OR CREDENTIALS OF BUSINESSES OR SERVICE PROVIDERS LISTED ON OR THROUGH THE APP.

WE DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, RELIABILITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, AVAILABILITY, SAFETY, SECURITY OR ACCURACY – REGARDING THE SERVICE, THE INFORMATION, ANY MOBILE OFFER, THE BUSINESSES OR SERVICE-PROVIDERS LISTED ON OR THROUGH THE APP OR ANY MOBILE OFFER, AND THEIR PRODUCTS OR SERVICES. YOU AGREE THAT MOBILE OFFERS ARE THE SOLE RESPONSIBILITY OF THE APPLICABLE MERCHANT(S) AND THAT PANGO HAS NO LIABILITY WITH RESPECT TO MOBILE OFFERS.

YOU ACKNOWLEDGE AND AGREE THAT THE USE OF THE SERVICE IS ENTIRELY, OR AT THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK. YOU ASSUME THE RISK OF LOSS OR THEFT OF YOUR MOBILE DEVICE, YOUR VEHICLE OR VEHICLE CONTENTS.

**15. LIMITATION OF LIABILITY**

WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE SERVICE,

THE INFORMATION, THE USE OF OR THE INABILITY TO USE THE SERVICE OR YOUR USER ACCOUNT, ANY PRODUCTS OR SERVICES OFFERED BY THE BUSINESSES OR SERVICE-PROVIDERS LISTED ON OR THROUGH THE APP, ANY COMMUNICATIONS, DEALINGS, TRANSACTIONS OR INTERACTIONS WITH OTHER USERS OR WITH THE BUSINESSES OR SERVICE-PROVIDERS LISTED ON OR THROUGH THE APP, YOUR RELIANCE UPON OR THE EXPECTED OUTCOME FROM ANY INFORMATION AVAILABLE ON THE SERVICE, ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE SERVICE, ANY FAULT, OR ERROR MADE BY OUR REPRESENTATIVES, OR FROM ANY DENIAL OR CANCELANATION OF YOUR USER ACCOUNT. PANGO'S SOLE LIABILITY IS LIMITED TO THE AMOUNT OF FEES PAID BY YOU FOR THE PANGO SERVICE (NOT FEES PAID TO ANY THIRD PARTY PARKING OPERATOR OR OTHER THIRD PARTY) THAT ARE THE BASIS FOR THE APPLICABLE CLAIM FOR THE MONTH IN WHICH THE CLAIM ARISES. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN PANGO AND YOU. PANGO'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

YOU AGREE TO BRING ANY CLAIM AGAINST PANGO WITHIN SIX (6) MONTHS OF THE DATE ON WHICH SUCH CLAIM ARISES.

**Pango does not accept responsibility for citations in any case, regardless of whether claimed to be due to an alleged failure or malfunction of the Service.**

**No Pango associate, customer service representative, Manager, vendor or any other third-party representative may assume or accept liability on behalf of Pango.**

#### **16. Indemnification**

To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless, Pango and its Representatives, at your own expense and immediately after receiving a written notice thereof, from and against any Claims arising from, or in connection with any use of the Service or your Account, or from your breach of the Terms or any other act or omission by you.

#### **17. Termination**

You may, at any time terminate your Account by doing all the following:

- Providing us written notice of termination; and
- Completely removing the App from all of your smartphone devices.

#### **18. Consequences of termination**

The following sections shall survive any termination of your User Account: Your privacy, Intellectual property, Limitation of Liability, Indemnification, Consequences of termination, Governing Law & Jurisdiction, General.

See our privacy policy for details regarding retention and deletion of your personal information.

#### **19. Governing Law & Jurisdiction**

Regardless of your place of residence or where you access or use the Service from, these Terms and your use of the Service will be exclusively governed by and construed in accordance with the laws of the State of Florida, excluding any otherwise applicable rules of conflict of laws, which would result

in the application of the laws of a jurisdiction other than the State of Florida.

Before submitting any dispute, claim, or controversy arising out of, in connection with or relating to these Terms, to court, you and we will dedicate at least two weeks to attempt to amicably resolve such matter in an informal dispute resolution process. However, nothing herein shall, in any way, affect either party's right to seek interim or emergency relief in the court of competent jurisdiction, or our right to lodge a claim against you pursuant to the indemnity clause above, in any court adjudicating a third-party claim against us – all, without referring the matter to amicable resolution pursuant to the foregoing.

Any dispute in connection with the Service or these Terms, that you and Pango are unable to amicably resolve, shall be submitted to the sole and exclusive jurisdiction and venue of the state and federal courts located in Miami-Dade County, Florida. You and Pango hereby expressly consent to the exclusive personal jurisdiction and venue of such courts, and waive any objections related thereto including objections on the grounds of improper venue, lack of personal jurisdiction or *forum non convenient*.

YOU AND PANGO EACH IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE, EXCEPT IN THE EVENT THAT WE LODGE A CLAIM AGAINST YOU PURSUANT TO THE INDEMNITY CLAUSE ABOVE AND THE THIRD-PARTY CLAIM AGAINST US IS BEING ADJUDICATED IN A TRIAL BY JURY.

## **20. General**

Whenever used in these Terms, the term "Including", whether capitalized or not, means without limitation to the preceding phrase. All examples and e.g. notations are illustrative, not exhaustive.

These Terms constitute the entire agreement between you and us concerning the subject matter herein and supersede all prior and contemporaneous negotiations and oral representations, agreements and statements.

These Terms may only be modified by written amendment duly executed by us. No waiver, concession, extension, representation, alteration, addition or derogation from the Terms by us, or pursuant to the Terms, will be effective unless consented to explicitly and executed in writing by our authorized representative.

Failure on our part to demand performance of any provision in the Terms shall not constitute a waiver of any of our rights under the Terms.

You may not assign or delegate these Terms or any of your rights, performances, duties or obligations hereunder. Any purported assignment or delegation, in contravention of the above, will be null and void. In the event of a Pango merger, acquisition, change of control or the sale of all or substantially all of our equity or assets, we may, upon notice to you and without obtaining your consent, assign and delegate these Terms, in their entirety, including all of our rights, performances, duties, liabilities and obligations contained herein, to a third party. With such assignment, transfer and delegation, we are irrevocably and fully released from all rights, performance, duties, liabilities and obligations under these Terms.

The section headings in the Terms are included for convenience only and shall take no part in the interpretation or construing of the Terms.

You consent to receive communications from Pango electronically. Pango may communicate with you by email or by other means. You agree that all agreements, notices, disclosures and other communications that Pango provides to you electronically satisfy any legal requirement that such communications be in writing.

If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law to reflect as closely as possible, the original intention of that provision, and the remaining provisions of

the Terms shall continue to remain in full force and effect.

**21. Reporting Violations; Enforcement**

Anyone seeking to report any violations of these Terms may contact Pango via e-mail: [info@mypango.com](mailto:info@mypango.com). When Pango becomes aware of an alleged violation of these Terms, Pango may initiate an investigation. Depending on the severity of the violation, Pango may, at its sole discretion, immediately restrict, suspend, or terminate your access to the Service and/or pursue other civil remedies. If such violation is a criminal offense, Pango has and shall have the right notify the appropriate law enforcement agency of such violation.

**Contact Us**

At any time, you may contact us with any question that you may have with respect to the Service, at 1 (877) 697-2646.

**Last updated: February 5th, 2019.**