

SARGO

TERMS AND CONDITIONS

This Agreement (together with our [Privacy Policy](#) which is incorporated herein by reference) sets out the complete terms and conditions (the “Terms and Conditions”) which shall be Applicable to the Account (as hereinafter defined) registered by you with Sargo (“Sargo”) and the Services (as hereinafter defined) being offered to you (“You”) by Sargo. These Terms and Conditions and any amendments or variations thereto take effect on their date of publication; when the option is made available to you, you accept and agree to be bound and abide by these Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

For the purposes of this Agreement and the preamble above, unless the context requires otherwise:

Account means your account with Sargo;

Agreement means this Agreement;

Applicable Laws means the laws of Kenya and any other laws or regulations, regulatory policies, or guidelines which apply to the exercise of the Parties' rights or the performance of their obligations under this Agreement;

Business Day means a day other than a Saturday, Sunday or a gazetted national or public holiday;

Credentials means your personal credentials used to access the Platform and operate your Account;

Data Protection Law means the Data Protection Act, 2019 and the regulations thereunder as amended, revised or promulgated from time to time and any other relevant national law regulating the processing of personal information;

Determination has the meaning given in clause 8.1.5.8.2;

Digital Asset means non-tangible assets of value including cryptocurrencies held in a digital form and generated through cryptographic means or otherwise that can be transferred, stored or exchanged electronically;

Equipment includes your mobile phone handset, SIM Card and/or other equipment which when used together enables you to access the Platform;

Face Matching means the process of matching a photograph submitted by a user to the photograph contained in their identification documents using algorithmic confidence scores and/or human review as may be necessary.

Know Your Customer (KYC) means the customer due diligence obligations prescribed by Applicable Laws;

Offer means an offer to sell or purchase Digital Assets on the Platform;

Personal Information has the meaning given in clause 5.2;

Platform means the digital marketplace for the sale and purchase of Digital Assets, owned and provided by Sargo;

Privacy Policy means the Sargo [privacy policy](#) incorporating [Sargo's cookies policy](#) that sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us;

Proof of Liveness Check means the anti-spoofing measure by Sargo to identify whether the face submitted for authentication is real and live;

Services shall include the Platform and such other services that Sargo may offer you pursuant to this Agreement and as you may from time to time subscribe to and "Service" shall be construed accordingly;

Terms and Conditions means the terms and conditions set out herein together with Sargo's Privacy Policy as may be amended from time to time. "**Terms of Service (TOS)**", "**Terms**" and "**T&Cs**" shall be construed accordingly;

Transaction means a transaction for the sale and purchase of Digital Assets through the Platform; and

Transaction Fees includes any fees and charges payable for the use of the Services as published by Sargo. Transaction Fees are subject to change.

2. **ACCEPTANCE OF TERMS**

- 2.1. The following Terms of Service Agreement (the "**TOS**") is a legally binding agreement that shall govern the relationship between Sargo and the end-user.
- 2.2. You must carefully read and understand the Terms and Conditions set out in this Agreement and as amended from time to time by Sargo before using the Platform or opening an Account with Sargo which will govern the use and operation of the Platform, the provision of the Services and the Account.
- 2.3. By logging onto the Platform available at Sargo.io or via the Google Play Store or such other URL as may be designated by Sargo, as well as any mobile apps or other related services or applications thereto you acknowledge that you have read, understood and accepted all of the terms and conditions set out herein and you acknowledge and agree that you will be bound by and will comply with these Terms and Conditions upon clicking the "Accept" option. Please note that you will not be able to access the Services if you decline the Terms and Conditions. If you do not agree to the Terms and Conditions, we will not licence the use of the Platform to you.
- 2.4. By logging onto the Platform and opening an Account, you agree to comply with and be bound by the Terms and Conditions governing the operation of the Account and the provision of the Services and you affirm that the Terms and Conditions herein are without prejudice to any other right that Sargo may have with respect to the Account or the provision of the Services in law or otherwise.
- 2.5. By using the Platform or any of the Services, you consent to us collecting and using technical information about the Equipment and related software, hardware and peripherals for Services that are internet-based or wireless to improve our products and to provide any Services to you. If you use these Services, you consent to us and our affiliates' and licensees' transmitting, collecting, retaining, maintaining, processing and using your data to improve our Services

and/or your experience while using the Platform in accordance with the applicable data protection laws.

3. **CHANGE OF TERMS**

- 3.1. Sargo has the right, at Sargo's sole discretion, to make modifications and revisions to these terms of this Agreement to reflect changes in technology, standards, legislation, administrative or business practices, or the cost structure for providing the Services. Such modifications and revisions will be notified to you through the Platform no later than thirty (30) days before they become effective.
- 3.2. Sargo also has the right, at Sargo's sole discretion, to make modifications and revisions to the Services and to the terms of this Agreement at any time which are due to security or compliance reasons, or for reasons of suspected fraudulent activity. Or where law or law enforcement agencies require Sargo to make changes immediately. Such modifications will be published on the Platform and notified to you.
- 3.3. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect.
- 3.4. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith by concluding any outstanding trades and other obligations, withdrawing any remaining balances and closing down your Account.
- 3.5. You, as the End-user and/or member, acknowledge, accept and agree that Sargo shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services.

4. **USER REGISTRATION**

- 4.1. To use the Services, you must first register as a user by creating a user Account.
- 4.2. To register and become a "user" you must be eighteen years (18) and above, in good standing and not previously barred from receiving the Services under the laws and statutes of the country of residence or any other applicable jurisdiction. Sargo will only issue the user Account once you have provided all necessary information required by Sargo for registration and Sargo has examined such information according to the applicable legal requirements placed upon Sargo by competent authorities. This examination and requirements include, but are not limited to, anti-money laundering, counter-terrorism financing and counter proliferation financing regulations.
- 4.3. When you register, Sargo may collect information such as your name, e-mail address, birth date, gender, mailing address, occupation, industry and personal interests ("**Personal Information**"). You can edit your Account information at any time.

- 4.4. You may from time to time be required to provide sufficient Know Your Customer (KYC) documentation and information, i.e. Identification Documents (ID) and such other documents or information as may be communicated to you by Sargo.
- 4.5. In providing us with this or any other information that may be required, you confirm that all of the information is true, accurate and not misleading. You agree to promptly keep us updated if any of the information you provide changes.
- 4.6. Once you register with Sargo, or sign-in to our services, you are no longer anonymous to us, and are considered a Platform user. You hereby acknowledge that:
 - 4.6.1. Where required, you as the user agree and authorise Sargo to obtain and process your Personal Information and you further agree and consent to the disclosure and provision of such Personal Information in accordance with our Privacy Policy and further to indemnify and hold Sargo harmless with respect to any claims, losses, liabilities and expenses (including legal fees and expenses) that may arise as a result of the disclosure and reliance on such Personal Information.
 - 4.6.2. Sargo will verify information including, but not limited to, Personal Information that Sargo shall require for purposes of providing you the Services (the “**Relevant Information**”).
 - 4.6.3. You hereby consent to Sargo verifying the Personal Information and the Relevant Information and using the Personal Information and the Relevant Information to the extent necessary in Our sole and absolute discretion to the extent permitted by Data Protection Laws.
 - 4.6.4. Furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and
 - 4.6.5. Maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times. If you knowingly provide any information of a false, untrue, inaccurate or incomplete nature, Sargo shall be entitled (in its sole discretion) to suspend or terminate you as a user on grounds of violation of this Agreement, and as such refuse any and all current or future use of Sargo Services, or any portion thereof. It is Sargo’s priority to ensure the safety and privacy of all its visitors, users and members.
- 4.7. Once an individual registers for our Services, through the process of creating an Account, the user shall then be considered an "Agent" or a “Client” (as the case may be).
- 4.8. The user an/or member acknowledges and agrees that the Services provided and made available through our Platform, which may include some mobile applications, which applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of Sargo.

5. **USER VERIFICATION**

- 5.1. Sargo may, at the time of creating an Account, while undertaking any transactions, during periodic Platform updates or for any other reason, ensure your compliance with the following:
 - 5.1.1. Require that you undergo a verification process during the activation of your Account by submitting your identification documents and such other details, as required by these Terms;

- 5.1.2. Require you to furnish such other details as may be deemed necessary by Sargo to verify your identity; and
- 5.1.3. Require you to submit such additional information as may be directed by a competent enforcement authority.
- 5.2. Sargo may, in its sole and absolute discretion, refuse to create an Account, terminate existing Accounts by prior notice, or refuse to process any Transaction if it is unable to confirm compliance with the foregoing on account of non-cooperation or the details provided are unreliable or unverifiable to Sargo's satisfaction.
- 5.3. Sargo may, during the verification process, require for the purposes of verification of a user's identity:
 - (a) A copy of the user's Identification Card;
 - (b) A recent photograph of the user;
 - (c) A Proof of Liveness Check; and
 - (d) Face Matching.
- 5.4. Sargo may rely on appropriate and licensed third-party service providers to authenticate the identification documents and other identification information provided by the user for the purposes of verification of the user's identity.
- 5.5. Sargo reserves the right to terminate a user's Account or require verification of such user's identification documents again if, in Sargo's opinion, the user information is inadequate or insufficient.

6. DESCRIPTION OF SERVICES OFFERED

- 6.1. Sargo is a peer-to-peer digital marketplace to facilitate the purchase and sale of Digital Assets between users. You may trade on the Platform as either a "Client" or "Agent".
- 6.2. As an Agent, you may publish an offer to buy or sell Digital Assets on the Platform (as an **Advertisement**). An Advertisement shall include the type of Digital Asset, the amount that you would like to sell, the applicable exchange rate, the preferred payment method, the applicable fee and other terms and conditions to the offer.
- 6.3. As a Client, you may respond to an advertisement to sell or buy Digital Assets made by an Agent and by accepting the terms of the Advertisement, you understand and agree that you shall purchase the Digital Asset on such terms and conditions set out in the Advertisement. Once the advert is accepted by both parties, it becomes a live order.
- 6.4. Each Order shall be governed by terms and conditions prescribed by the Agent making it. By accepting an Advertisement, the Client shall be deemed to understand and agree to be bound by the terms and conditions thereof to the extent that such terms and conditions are not inconsistent with or in contravention of this Terms and Conditions and Applicable Laws.
- 6.5. Once a Client accepts an Advertisement or an Order (as the case may be) the Digital Assets subject to the sale are transferred and locked in Escrow. For the avoidance of doubt, Sargo

does not store the Digital Assets which are stored in their respective networks and blockchains.

- 6.6. The Digital Assets shall be unlocked and released from the Escrow to the Buyer once the Buyer has completed the terms of the Transaction and payment has been received and confirmed by the Seller. The Digital Assets may otherwise only be released from the Escrow to the Seller if the Buyer cancels the transaction or upon a Determination to that effect in accordance with clause 9.1.5.8.
- 6.7. Sargo reserves the right to cancel and cease offering any of its Services.

7. **Sale and Purchase of Digital Assets**

- 7.1. The party advertising the purchase or sale of the Digital Asset shall, for the purposes of the Transaction be deemed to be the Agent and the recipient being the Client.
- 7.2. Each Agent / Client shall verify and process the transfer of the Digital Asset within a reasonable period or such other time as specified in the terms of the Advertisement. Each party shall have the sole responsibility to check that it has received payment for the full amount of the relevant Digital Asset, that the payment is not made by a third party to the trade without that party's authorisation, and that it was made according to the advertisements instructions given to the Client. Once the agent or client has made the payment, the recipient shall promptly verify the payment and unlock the Digital Assets from Escrow. After the release of Digital Assets from the Escrow it is not possible to cancel, reverse, dispute or otherwise recover or return the Digital Assets. Failure to comply with the terms and conditions of the Advertisement shall result in forfeiture of the Digital Assets in Sargo's sole and absolute discretion.
- 7.3. Each party shall be solely responsible for unlocking the Digital Assets from Escrow. Sargo shall not be responsible for any premature release of Digital Assets from Escrow before proper verification of receipt of the corresponding fiat amount.
- 7.4. Any Advertisement in any section of the Platform (such as your bio data or terms and conditions) that would facilitate the sale or purchase of Digital Assets outside the Platform is strictly prohibited.
- 7.5. If the agent or client does not release the Digital Assets upon receipt of the fiat payment and verification, the counterparty may report the matter for Determination in accordance with clause 8.1.5.8.
- 7.6. Each Seller shall be responsible for all risks, liabilities, prices, transaction fees and taxes payable in respect to the Digital Asset prior to the transfer. The agent or client shall indemnify and hold Sargo harmless against any claims, losses, damages (calculated on a full indemnity basis) arising from or attributable to ownership and transfer of the Digital Assets to the Buyer.
- 7.7. For the avoidance of doubt, Sargo is neither a party to the Transaction nor does it act as a payment processor and all liability arising from the Transaction, including processing the

payments and confirming the validity of the transaction shall be borne by the Buyer and the Seller.

- 7.8. You hereby agree and acknowledge that any transaction for sale or purchase of Digital Assets outside the Platform or any other section of the Platform such as your bio or offer terms is strictly prohibited. Sargo reserves the right to suspend or terminate your Account and restrict further access to the Platform.

8. TRANSACTION MONITORING

- 8.1. All Transactions executed and/or attempted to be executed on the Platform are regularly monitored by Sargo for purposes of identifying and highlighting transactions that may be deemed suspicious.
- 8.2. Sargo reserves the right to undertake necessary investigations from time to time to identify and examine transactions inconsistent with any user risk profile, sophistication and/or expected usage patterns.
- 8.3. Sargo may, if necessary, take any of the following actions on reasonable suspicion:
 - 8.3.1. Perform negative name checks to ensure that the user does not transact with themselves;
 - 8.3.2. Impose Transaction limits including the number of Transactions per day, value of the Transaction, the frequency of the limit and any other considerations as may be necessary.

9. TERMS AND CONDITIONS OF SALE

- 9.1. You acknowledge and agree that:
 - 9.1.1. the Platform provides an online location for agents and clients to buy/sell Digital Assets;
 - 9.1.2. An advertisement (contract) for the sale and purchase of a product or products will come into force between the agent and client, and accordingly you commit to buying or selling the relevant Digital Asset via the Platform;
 - 9.1.3. Sargo may, in its sole discretion, impose limitations or restrictions on the size, type, or manner of any proposed Transactions, such as a limit on the total amount of Digital Assets that may be posted for sale;
 - 9.1.4. Sargo does not guarantee that you will be able to sell Digital Assets on the Platform. The act of buying or selling Digital Assets via the Platform does not guarantee that you will be able to buy or sell Digital Assets Platform at a later time;
 - 9.1.5. Subject to these general terms and conditions, the agents' terms of sale shall govern the contract for sale and purchase between the Buyer and the Seller. Notwithstanding this, the following provisions will be incorporated into the contract of sale and purchase between the Buyer and the Seller:
 - 9.1.5.1. The price for a Digital Asset will be as stated in the relevant advert, set by the agent;
 - 9.1.5.2. The price for the Digital Asset shall include all applicable taxes and comply with Applicable Laws in force from time to time;

9.1.5.3. Fees including transaction fees, other ancillary costs and charges, where applicable, will only be payable by the client if this is expressly and clearly stated in the Digital Asset listing;

9.1.5.4. Delivery of the Digital Asset shall be made electronically;

9.1.5.5. Digital Assets must be of satisfactory quality, fit and conform in all material respects to, the Digital Asset advertisement and any other description of the Digital Asset supplied or made available by the agent and client; and

9.1.5.6. The agent and client warrants that they have good title to, and is the sole legal and beneficial owner of, the Digital Asset and/or has the right to sell the Digital Asset pursuant to the applicable agreement between the parties and this Agreement, and that the Digital Assets are not subject to any third-party rights or restrictions including in respect of third party intellectual property rights and/or any criminal, insolvency or tax investigation or proceedings;

9.1.5.7. The Transaction shall be governed by the laws of Kenya;

9.1.5.8. In the event of a dispute relating to a Transaction:

9.1.5.8.1. the agent and the client shall use their best efforts to amicably settle any dispute or claim arising out of or in connection with the Transaction. If such dispute or claim cannot be settled within seven (15) minutes after receipt by one Party of the other Party's request for such amicable settlement, either Parties shall refer the dispute to Sargo for mediation.

9.1.5.8.2. The parties shall participate in the mediation in good faith. The obligation to participate in the mediation in good faith includes, without limitation:

- (a) Adopting an honest and genuine approach to resolving the dispute;
- (b) Taking steps to clarify or resolve outstanding matters in the dispute;
- (c) Considering such options for the resolution of the dispute as may be propounded by the opposing party or Sargo;
- (d) Putting forward options for the resolution of the dispute; and
- (e) Complying with any directions given by Sargo (the **Determination**).

During dispute review and dispute resolution, Sargo shall rely solely on the communication relating to the relevant trade between the parties that has occurred on the Platform. Sargo shall not consider any communication that has not occurred on the Platform or that has been hidden, encrypted or otherwise obstructed from view.

9.1.5.8.3. You understand and agree that the mediation offered by Sargo is not a representation, undertaking, or guarantee from Sargo in any way whatsoever to resolve the disputes between the parties and has the sole purpose of offering a mediation channel to the users. You assume the risk that any party with whom you trade ("counterparty") fails to perform in accordance with your agreement with the counterparty. A counterparty who refuses to respond to Sargo's request regarding a trade dispute on the Platform submitted by a user within 48 hours

shall be deemed unresponsive and the dispute may be resolved against such user for this reason alone. Sargo reserves the right to suspend or terminate access to the Platform for users who are uncooperative during the dispute resolution process. You may lose access to all or part of Platform in case your Transactions are subject to multiple ongoing disputes. Or continue to be unresponsive for more than 48hrs.

9.1.5.8.4. Nothing in this section shall be deemed to limit in any way a party's right to resolve the dispute in any manner permitted by the laws of Kenya.

10. PRIVACY POLICY

- 10.1. Every member's registration data and various other personal information are strictly protected by the Sargo Privacy Policy (see the full Privacy Policy at [privacy policy](#) and associated Cookies policy).
- 10.2. As a user, you herein consent to the collection and use of the information provided, including the transfer of information within the countries, for storage, processing or use by Sargo and/or our subsidiaries and affiliates.

11. MEMBER ACCOUNT, USERNAME, AND SECURITY

- 11.1. When you set up an Account, you are the sole authorised user of your Account.
- 11.2. You shall be responsible for maintaining the secrecy and confidentiality of your Account including your username, password, authentication code or any other code or credential that you use to access the Services and for all activities that transpire on or within your Account.
- 11.3. It is your responsibility for any act or omission of any user(s) that access your Account information that, if undertaken by you, would be deemed a violation of the TOS.
- 11.4. It shall be your responsibility to notify Sargo immediately if you notice any unauthorised access or use of your Account or password or any other breach of security.
- 11.5. Sargo shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.
- 11.6. By using your Account, you agree and represent that you will use our Services for yourself, and you may not use your account to act as an intermediary or broker for any other third party, person or entity. You are not allowed to sell, borrow, share or otherwise make available your Account or any detail necessary to access your account to anyone else other than yourself.

12. CONDUCT

- 12.1. As a user you herein acknowledge, understand and agree that all information, text, software, data, photographs, music, video, messages, tags or any other content, whether it is publicly or privately posted and/or transmitted, is the express sole responsibility of the individual from whom the content originated. This means that you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the Sargo Services, and as such, we do not guarantee the accuracy, integrity or quality of such content.

- 12.2. It is expressly understood that by use of our Services, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by Sargo. Furthermore, you herein agree not to make use of the Services for the purpose of:
 - 12.2.1. uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
 - 12.2.2. causing harm to minors in any manner whatsoever;
 - 12.2.3. impersonating any individual or entity, including, but not limited to, any Sargo officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
 - 12.2.4. forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
 - 12.2.5. uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
 - 12.2.6. uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
 - 12.2.7. uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
 - 12.2.8. uploading, posting, emailing, transmitting or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
 - 12.2.9. disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;
 - 12.2.10. interfering with or disrupting any of Sargo's Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
 - 12.2.11. "stalking" or stalking with the intent to otherwise harass another individual; and/or
 - 12.2.12. collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.
- 12.3. Sargo herein reserves the right to pre-screen, refuse and/or delete any content currently available through our Services.

- 12.4. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other visitors, users and/or members.
- 12.5. Sargo herein reserves the right to access, preserve and/or disclose member Account information and/or content if it is requested to do so by law or in good faith belief that any such action is deemed reasonably necessary for:
 - 12.5.1. compliance with any legal process;
 - 12.5.2. enforcement of the TOS;
 - 12.5.3. responding to any claim that content therein contained is in violation of the rights of any third party;
 - 12.5.4. responding to requests for customer service; or
 - 12.5.5. protecting the rights, property or the personal safety of Sargo, its visitors, users and members, including the general public.
- 12.6. Sargo herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Sargo or any other content providers supplying content services to Sargo.
- 12.7. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Services.
- 12.8. Furthermore, unauthorised reproduction, publication, distribution, or exhibition of any information or materials supplied by our Services, despite whether done so in whole or in part, is expressly prohibited.

13. **CAUTIONS FOR GLOBAL USE AND EXPORT AND IMPORT COMPLIANCE**

- 13.1. Due to the global nature of the internet, through the use of our network you hereby agree to comply with all rules of the country relating to online conduct.
- 13.2. Uploading, posting and/or transferring of software, technology and other technical data may be subject to the export and import laws of your country of residence and possibly other countries.
- 13.3. Through the use of our network, you thus agree to comply with all applicable export and import laws, statutes and regulations.
- 13.4. Furthermore, you state and pledge that you:
 - 13.4.1. are not on the list of prohibited individuals which may be identified on any government export exclusion report nor a member of any other government which may be part of an export-prohibited country identified in applicable export and import laws and regulations;
 - 13.4.2. agree not to transfer any software, technology or any other technical data through the use of our network Services to any export-prohibited country;

13.4.3. agree not to use our website network Services for any military, nuclear, missile, chemical or biological weaponry end uses that would be a violation of any applicable export and/or import laws; and

13.4.4. agree not to post, transfer nor upload any software, technology or any other technical data which would be in violation any applicable export and/or import laws.

14. **CONTENT PLACED OR MADE AVAILABLE FOR COMPANY SERVICES**

14.1. Without prejudice to Sargo's rights as set out herein, Sargo shall not lay claim to ownership of any content submitted by any visitor, member, or user, nor make such content available for inclusion on our website without your consent.

14.2. Therefore, you hereby grant and allow Sargo such worldwide, royalty-free and non-exclusive licences as shall be applicable in respect of the content submitted or made available for inclusion on the publicly accessible areas of Sargo sites. The licence provided to permit Sargo to use, distribute, reproduce, modify, adapt, publicly perform and/or publicly display said Content on our network Services is for the sole purpose of providing and promoting the specific area to which this content was placed and/or made available for viewing.

14.3. Those areas which may be deemed "publicly accessible" areas of Sargo's sites are those areas of our network properties which are meant to be available to the general public, and which would include message boards and groups that are openly available to both users and members.

15. **FEEDBACK CONTRIBUTIONS**

15.1. Sargo provides an area for our users and members to contribute feedback.

15.2. When you submit ideas, documents, suggestions and/or proposals ("**Contributions**") for our service, you acknowledge and agree that:

15.2.1. your contributions do not contain any type of confidential or proprietary information;

15.2.2. Sargo shall not be liable or under any obligation to ensure or maintain confidentiality, expressed or implied, related to any Contributions;

15.2.3. Sargo shall be entitled to make use of and/or disclose any such Contributions in any such manner as they may see fit;

15.2.4. the contributor's Contributions shall automatically become the sole property of Sargo; and

15.2.5. Sargo is under no obligation to either compensate or provide any form of reimbursement in any manner or nature.

16. **RATINGS AND SUSPICIOUS BEHAVIOUR**

16.1. After completing a Transaction on the Platform, you may be asked to rate and write feedback for the counterparty to share your experience. We also permit users to file reports if the users believe you have violated the TOS in any way. The rating and feedback mechanism intends to create a respectful, safe, and transparent environment for all users. Your rating is visible to any user trading on the Platform and this may affect whether or not they decide to trade with you. You can see your current rating on the Platform.

- 16.2. You may lose access to all or part of the Platform if your rating is below the acceptable level of rating to be determined by Sargo in its sole discretion. You will be notified in case your Account is subject to such restriction and we may share information that may help you improve your rating.
- 16.3. You acknowledge that our decision to take certain actions, including limiting, suspending, or terminating your access to the Platform may be based on confidential criteria that are essential to our risk management and security protocols, including but not limited to circumstances in which we are unable to provide you with information about the reasons for such limitation, suspension or termination, whilst an investigation is ongoing (by us and/or a third party). You agree that Sargo is under no obligation to disclose the details of its risk management and security procedures to you.
- 16.4. We will restore your access to the Platform as soon as possible once the reasons for the suspension no longer exist. However, we are under no obligation to notify you if and when such suspension will be lifted.
- 16.5. You acknowledge that Sargo reserves the right to disclose your contact details to any Regulatory Authority if we reasonably suspect that your Account is being used for any illegal, fraudulent or unauthorised activity.

17. **RISK DISCLOSURE**

- 17.1. You hereby accept and acknowledge that Digital Assets prices can be volatile. These fluctuations may affect the value of Digital Assets you buy or sell on the Platform, which may be lower or higher at the time of and after completion of the Transaction. You are solely responsible for your investment decisions and Sargo is not liable for any losses you may incur.
- 17.2. For the avoidance of doubt, Sargo does not provide investment, tax, or legal advice. All transactions through the Platform are conducted on a peer-to-peer basis between the Seller and Buyer and you are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance.
- 17.3. You should consult your legal, financial and tax professional regarding your specific situation and conduct your own due diligence before making the decision to buy, sell or hold any Digital Assets. Sargo will not be held responsible for the decisions you make to buy, sell, or hold Digital Assets based on the information provided by Sargo.

18. **INDEMNITY**

- 18.1. All users and/or members herein agree to fully indemnify and hold Sargo, our subsidiaries, affiliates, agents, employees, officers, partners, licensees and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable legal fees, made by any third party which may arise from any content a member or user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of Sargo Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

19. **COMMERCIAL REUSE OF SERVICES**

- 19.1. The member or user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to the Services.

20. USE AND STORAGE GENERAL PRACTICES

- 20.1. You herein acknowledge that Sargo may set up any such practices and/or limits regarding the use of our Services, including (without limitation to) the maximum number of days that any email, message posting or any other uploaded content shall be retained by Sargo, the maximum number of email messages that may be sent and/or received by any member, the maximum volume or size of any email message that may be sent from or may be received by an Account on our Service, the maximum disk space allowable that shall be allocated on Sargo's servers on the member's behalf, and/or the maximum number of times and/or duration that any member may access our Services in a given period of time.
- 20.2. In addition, you also agree that Sargo has absolutely no responsibility or liability for the removal or failure to maintain storage of any messages and/or other communications or content maintained or transmitted by our Services.
- 20.3. You also herein acknowledge that we reserve the right to delete or remove any Account that is no longer active for a period of 1 year.
- 20.4. Furthermore, Sargo shall reserve the right to modify, alter and/or update these general practices and limits at our discretion.

21. MODIFICATIONS

- 21.1. Sargo shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our Service, or any part thereof, with or without prior notice.
- 21.2. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

22. TERMINATION

- 22.1. As a user of Sargo services, you may cancel or terminate your Account, associated email address and/or access to our Services by submitting a cancellation or termination request to (support@sargo.io).
- 22.2. As a member, you agree that Sargo may, without any prior written notice, immediately suspend, terminate, discontinue and/or limit your Account, any email associated with your Account, and access to any of our Services. The cause for such termination, discontinuance, suspension and/or limitation of access shall include, but is not limited to:
 - 22.2.1. any breach or violation of our TOS or any other incorporated agreement, regulation and/or guideline;
 - 22.2.2. by way of requests from law enforcement or any other governmental agencies;
 - 22.2.3. the discontinuance of, alteration and/or material modification to our Services, or any part thereof;
 - 22.2.4. unexpected technical or security issues and/or problems, and any extended periods of inactivity;
 - 22.2.5. any engagement by you in any fraudulent or illegal activities; and/or

22.2.6. the non-payment of any associated fees that may be owed by you in connection with your relevant Services.

22.3. Furthermore, you herein agree that any and all terminations, suspensions, discontinuances, and or limitations of access for cause shall be made at our sole discretion and that we shall not be liable to you or any other third party with regards to the termination of your Account, associated email address and/or access to any of our Services. The termination of your Account may (at Sargo's sole discretion) include any and/or all of the following: (a) the removal of any access to all or part of the Services offered within the Platform; (b) the deletion of any and all related information, files, and any such content that may be associated with or inside your Account, or any part thereof; and (c) the barring of any further use of all or part of our Services (at Sargo's sole discretion). In such instances, digital assets (where possible) will be reverted to their owner. Digital assets within a live order will need to be completed.

23. **AGENTS ADVERTISING**

23.1. Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and any such advertiser.

23.2. Moreover, you herein agree that Sargo shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

24. **LINKS**

24.1. Either Sargo or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third-party sites or resources.

24.2. Furthermore, you acknowledge and agree that Sargo shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

25. **PROPRIETARY RIGHTS**

25.1. You do hereby acknowledge and agree that Sargo's Services and any essential software that may be used in connection with our Services ("**Software**") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other Applicable Laws.

25.2. Furthermore, you herein acknowledge and agree that any content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws.

25.3. Therefore, except for that which is expressly permitted by Applicable Laws or as authorised by Sargo or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell,

distribute, transmit, broadcast, publicly perform and/or create any plagiaristic works which are based on Sargo Services (e.g., content or software), in whole or part.

26. **WARRANTY DISCLAIMERS**

26.1. You herein expressly acknowledge and agree that:

26.1.1. The use of Sargo services and software are at your sole risk. Our services and software shall be provided on an "as is" and/or "as available" basis. Sargo and our subsidiaries, affiliates, officers, employees, agents, partners and licensors expressly disclaim any and all warranties of any kind whether expressed or implied, including, but not limited to any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement.

26.1.2. Sargo and our subsidiaries, officers, employees, agents, partners and licensors make no warranties that:

26.1.2.1. Sargo services or software will meet your requirements;

26.1.2.2. Sargo services or software shall be uninterrupted, timely, secure or error-free;

26.1.2.3. That such results which may be obtained from the use of the Sargo services or software will be accurate or reliable;

26.1.2.4. Quality of any products, services, any information or other material which may be purchased or obtained by you through our services or software will meet your expectations; and

26.1.2.5. that any such errors contained in the software shall be corrected

26.2. Any information or material downloaded or otherwise obtained by way of Sargo services or software shall be accessed at your sole discretion and sole risk, and as such you shall be solely responsible for and hereby waive any and all claims and causes of action with respect to any damage to your computer and/or internet access, downloading and/or displaying, or for any loss of data that could result from the download of any such information or material.

26.3. No advice and/or information, whether written or oral, that may be obtained by you from Sargo or by way of or from our services or software shall create any warranty not expressly stated in the TOS.

27. **LIMITATION OF LIABILITY**

27.1. You explicitly acknowledge, understand and agree that Sargo and our subsidiaries, affiliates, officers, employees, agents, partners and licensors shall not be liable to you for any punitive, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages which may be related to the loss of any profits, goodwill, use, data and/or other intangible losses, even though we may have been advised of such possibility that said damages may occur, and result from:

27.1.1. The use or inability to use our service;

27.1.2. a defect or fault in the Platform or any Service resulting from you having altered or modified the Platform;

- 27.1.3. a defect or fault in the Platform resulting from you having used the Platform in breach of the terms of this Agreement;
- 27.1.4. failure, malfunction, interruption or unavailability of the Platform, your Equipment, or the internet;
- 27.1.5. your failure to give proper or complete instructions for payments or transfers relating to our Account;
- 27.1.6. any fraudulent or illegal use of the Services, the Platform and/or your Equipment;
- 27.1.7. the cost of procuring substitute Digital Assets;
- 27.1.8. unauthorized access to or the alteration of your transmissions and/or data; and
- 27.1.9. statements or conduct of any such third party on our service; and any other matter which may be related to our Service.

28. **RELEASE**

- 28.1. In the event you have a dispute, you agree to release Sargo (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute, to the extent permitted by law.

29. **SPECIAL ADMONITION RELATED TO FINANCIAL MATTERS**

- 29.1. Should you intend to create or to join any service, receive or request any such news, messages, alerts or other information from our Services concerning companies, stock quotes, investments or securities, please review the above Sections on Warranty, Disclaimers and Limitations of Liability again.
- 29.2. In addition, for this particular type of information, the phrase "Let the investor beware" is appropriate.
- 29.3. Sargo's content is provided primarily for informational purposes, and no content that shall be provided or included in our Services is intended for trading or investing purposes.
- 29.4. Sargo and our licensors shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted and/or made available by way of our Services and shall not be responsible or liable for any trading and/or investment decisions based on any such information.

30. **THIRD PARTY BENEFICIARIES**

- 30.1. You herein acknowledge, understand and agree, unless otherwise expressly provided in this TOS, that there shall be no third-party beneficiaries to this Agreement.

31. **NOTICE**

- 31.1. Sargo may furnish you with notices, including those with regards to any changes to the TOS, by various means, including but not limited to email, regular mail, text messaging, postings on our website Services, or other reasonable means currently known or any which may be hereinafter developed.

31.2. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorised manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorised manner.

32. **TRADEMARK INFORMATION**

32.1. You herein acknowledge, understand and agree that all of the Sargo trademarks, copyright, trade name, service marks, and other Sargo logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the exclusive property of Sargo.

32.2. You herein agree not to display and/or use in any manner the Sargo logo or marks without obtaining Sargo 's prior written consent.

33. **COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES**

33.1. Sargo will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, Sargo may disable and/or terminate the Accounts of any user who violates our TOS and/or infringes the rights of others.

33.2. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

33.2.1. The electronic or the physical signature of the individual that is authorised on behalf of the owner of the copyright or other intellectual property interest;

33.2.2. A statement, in which you state that the alleged and disputed use of your work is not authorised by the copyright owner, its agents or the law;

33.2.3. A statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorised to act on the copyright or intellectual property owner's behalf.

33.2.4. A description of the copyrighted work or other intellectual property that you believe has been infringed upon;

33.2.5. A description of the location of the site which you allege has been infringing upon your work; and

33.2.6. Your physical address, telephone number and email address.

34. **GENERAL**

34.1. **Force Majeure.** Sargo shall not be liable for any delay, failure in performance or interruption of the Services which result directly or indirectly from any cause or condition beyond our reasonable control including but not limited to significant market volatility, any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, civil disturbance, war, strike or other labour dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any

other occurrence which is beyond our reasonable control and shall not affect the validity and enforceability of any remaining provisions.

34.2. **Remedies Cumulative.** No failure on the part of any party to exercise, or delay on its part in exercising, any right, power or remedy provided by this Agreement or by law shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further or other exercise of that, or any other, right, power or remedy.

34.3. **No Waiver.** No failure by Sargo to exercise, and no delay in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.

34.4. **Effect of Invalidity.** If any provision or part of a provision of this Agreement shall be, or be found, by any court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.

34.5. **Assignment**

34.5.1. You agree that you shall not assign any of your rights under this Agreement, transfer any of your obligations under this Agreement, sub-contract or delegate any of your obligations under this Agreement nor charge or deal in any other manner with this Agreement or any of your rights or obligations.

34.5.2. You acknowledge that Sargo may assign and transfer any of its rights and obligations under this Agreement either absolutely or as collateral security to any third party or third parties at its discretion.

35. **ENTIRE AGREEMENT**

35.1. The TOS constitute the entire agreement between you and Sargo and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

35.2. You acknowledge that in entering into this Agreement you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these TOS.

35.3. You agree that you shall not have a claim against Sargo for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

36. **DISPUTE RESOLUTION**

36.1. You may contact Sargo on (Support@sargo.io) or through other provided methods to report any disputes, claims or discrepancies.

36.2. The you and Sargo shall use good faith efforts to resolve any dispute, controversy or claim of any nature whatsoever arising out of or in relation to or in connection with this Agreement between you and Sargo. If such dispute, controversy or claim cannot be settled within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, the Parties shall refer the dispute to a mediator agreed upon between them and if within thirty (30) days of one Party requesting mediation the Parties do not agree on a mediator or

fail to settle the dispute through mediation, it shall be resolved as per the provisions in clause 32.3

36.3. Subject to Clause 32.2, each Party irrevocably agrees that the courts of Kenya shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

37. **GOVERNING LAW**

This Agreement will be governed by, and construed in accordance with, **the laws of Kenya.**

38. **HOW TO CONTACT US**

We recommend you visit our FAQ page before contacting us. In the event the FAQ page does not contain the information you are looking for, Sargo offers email support. You may contact us via support@sargo.io.