

MOD-502A

AGENT

TERMS AND CONDITIONS

1. Contractual Relationship

These Terms of Use ("*Terms*") govern the access or use by you, an individual, from within any country in the world of applications, websites, content, products, and services (the "*Services*") made available by Koloxo Technology FZCO., a private limited liability company established in Dubai - UAE, having its offices at Silicon Oasis DUBAI, and register under Dubai company License No. 2633 ("*Koloxo*").

PLEASE READ THESE TERMS CAREFULLY.

Your access and use of the Services constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and Koloxo. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Koloxo may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Koloxo may modify the Terms related to the conditions from time to time. The changes will become effective as Koloxo publishes these updated Terms in this location or the amended policies or complementary terms in the corresponding Service. Your continued access or use of the Services after such publication constitutes your consent to be bound by the Terms, as amended.

Our collection and use of data that Koloxo collects is explained in the Koloxo Privacy Policy located at <https://koloxohome.com/privacy-policy-2/>.

2. The Work (the Job) as an Agent

The title of the work constitutes a technological platform that allows the users of the mobile applications of Koloxo Home to Search different products of the Real Estate sector, such as rent, buy, sale of Apartments, villas, houses, and have a direct contact between the users (owners, tenant, buyers) all this worldwide. You as Agent has a mission to search and visit the different properties in your territory and collect the data of the owners and they properties through the process that has been explained to you in your training as an official Agent of Koloxo Home.

Agent License.

Subject to your compliance with these Terms, Koloxo Home grants you a limited, non-exclusive, non-sublicense, revocable and non-transferable license to: (i) access and use the Applications on your personal device (mobile, laptop) solely in connection with your use of services; and (ii) access and use any content, information and related materials that may be available through the Services, in each case solely for your personal, non-commercial use. The rights that are not expressly granted in this document are reserved by the licensors of KOLOXO HOME and KOLOXO TECHNOLOGY

Restrictions.

You may not:

- Remove any copyright, trademark or other proprietary notices from any portion of the Services.
- Reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Koloxo Home.
- Decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law.
- Link to, mirror or frame any portion of the Services.
- Cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services.
- Attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that Koloxo Home does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Koloxo Home does not endorse such third-party services and content and in no event shall Koloxo Home be responsible or liable for any products or services of such third-party providers.

Ownership.

The Services and all rights therein are and shall remain Koloxo Home property or the property of Koloxo Home licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Koloxo Home company names, logos, product and service names, trademarks or services marks or those of Koloxo Home licensors.

3. Your Use of the Services

User Accounts.

To be able to be an Agent of Koloxo Home, the Agent must register and maintain an active Personal Agent account ("Account"), where his identification documents (Passport and residency ID) are valid. Agent must be at least 19 (nineteen) years of age, or the legal age of majority in your jurisdiction (if different than 19), to obtain an Account. The account registration requires that the Agent send Koloxo Home certain personal information, such as your full name, address, Passport copy, if any, residency ID copy, mobile phone number, email address, and age, as well as at least one valid payment/collection method (either a bank account or a PayPal account). Agent agrees to keep accurate, complete, and updated information in your Account, such as valid identification documents, and residency ID. If you do not keep accurate, complete, and updated Account information, including the fact that you have invalid identification documents or expired payment/collection method on file, you may not be able to access and use the Services or the termination of these Terms by Koloxo Home. You are responsible for all activities that occur in your Account and agree to maintain the security and secrecy of your username and password at all times. Unless Koloxo Home allows it in writing, you can only own one Account.

User Requirements and Conduct.

Being an Agent and authorizing the services is not available to people under 19 years of age. You cannot authorize third parties to use your Account. You cannot assign or transfer your Account to any other person or entity. You agree to comply with all applicable laws when you are acting as an Official Agent of Koloxo Home and autolyze the services of the account. In your use of the services of Koloxo Home, it will not cause inconvenience, inconvenience or damage to the property, either for the Third-Party Provider or for any other party. In certain cases, you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

Text Messaging.

By creating an Account, you agree that Koloxo Home may send you text (SMS) messages as part of the normal business operation of your use of the Mod500. You may opt-out of receiving text (SMS) messages from at any time by following the directions found a info@koloxohome.com. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Mod500.

Agent Provided Content.

Any data or content provided by the Agent will be exclusive property of Koloxo Home. However, by providing the data the Agent grants Koloxo Home a worldwide, perpetual, irrevocable, transferable, royalty-free, use, copy, modify, publicly display, perform, and exploit in any other way.

You declare and guarantee that:

- you have obtained the data through the Koloxo work system and that you have personally confirmed that all the data is real and is not manipulated in any way.
- neither the Content or the photos of the properties are purchased from others.
- That you have visited the property to confirm all the content and the situation of the property.

Behavior in the network

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Koloxo Home in its sole discretion, whether or not such material may be protected by law.

Koloxo Home may, but shall not be obligated to, review, monitor, or remove User Content, at Koloxo Home sole discretion and at any time and for any reason, without notice to you.

You are responsible for uploading the correct information to the network, ensuring that all data is correct and no image is manipulated.

You must review the information collected on the property before generating it on the network, in case you are generating incorrect manipulated information Koloxo Home may cancel your license as an agent of Koloxo Home.

4. Payment

All payments made by Koloxo Home will be made to you in a period that we have agreed upon in your contract.

Koloxo Home will facilitate payment using the preferred payment method designated in your Contract.

Koloxo Home makes payments only to a confirmed product (data of the property provide by the agent) as we have explained in your training and information that we have given, all the confirmations we are doing through our system.

Prior to payment you can see the confirmed products, pending product and reject products, on your account screen in our system of mod500.

Work fees

You are responsible for your work hours, your work relationship with Koloxo Home is an independent agent that sells services to Koloxo Home, as it is agreed in your contract, koloxo has no responsibility for the amount of income of the Agent in any way.

5. Disclaimers; Limitation of Liability; Indemnity.

LIMITATION OF LIABILITY.

Koloxo will not be liable for indirect, incidental, special damages.

example, punitive or consequential, including lost benefits, lost data, personal injury, in connection with another hand resulting from any use of the service.

Koloxo will not be responsible for damages, liability or losses arising from: 1/ Your use or trust in the services or your inability to access or use the services, or 2/ Any third-party provider, even if Koloxo has been notified about the possibility of such damages.

Indemnity.

You agree to indemnify KOLOXO and its officers, directors, employees and agents from all claims, demands, losses, liabilities and expenses (including attorneys' fees) arising out of or related to: (i) your use of the Services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) your violation of the rights of any third party, including Third Party Providers.

6. Governing Law; Arbitration

INTERPRETATION; SEVERABILITY. This Agreement shall be construed and enforced under the substantive laws of the Dubai International Arbitration Centre (DIAC). Headlines are for reference only and shall not affect the meaning of any terms, covenants, or conditions hereof. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will continue unimpaired. **ARBITRATION.** The Parties shall endeavor to resolve by negotiation any difference of opinion and disputes which may arise from or in connection with this Agreement or with regards to the validity of this Agreement itself. If it proves impossible to settle disputes within 60 days of the reception of a negotiation notice sent by one Party to the other Party, such disputes are to be adjudicated by an arbitrator as provided hereinafter. Arbitration The parties agree that any disputes arising out of or related to this Agreement shall be settled by binding arbitration in accordance with the rules of the Dubai International Arbitration Centre, and judgment upon the award may be entered in Dubai court. Dubai International Arbitration Centre (DIAC) will be the single arbitrator. ***The Vienna Convention on the International Sale of Goods of 1980 (CISG) will not apply.*** The arbitrator shall conduct the arbitration in accordance with the Evidence Code of the Revised Code of DIAC. Except as

expressly provided above, no discovery of any kind shall be taken by either party without the written consent of the other party, provided, however, that either party may seek the arbitrator's permission to take any deposition that is necessary to preserve the testimony of a witness who either is or may become, outside the subpoena power of the arbitrator or otherwise unavailable to testify at the arbitration. If said Dispute has not been resolved within sixty (60) days after the filing of a mediation request pursuant to the Dubai International Arbitration Centre (DIAC), reference may be made to said Dispute and shall be resolved exclusively and finally by means of arbitration pursuant to the Arbitration Rules of Dubai International Arbitration Centre (DIAC) DUBAI - UAE. **The language** of the mediation and/or arbitration shall be English, The existence and content of mediation and arbitration procedures, including documents and writs submitted by the parties, correspondence of and towards the DIFC, correspondence of the mediator, and the correspondence, orders and awards issued by the sole arbitrator shall be kept strictly confidential and shall not be disclosed to any third party without the express written consent of the other party, unless: (i) disclosure to the third party is reasonably necessary in the context of carrying out mediation or arbitration procedures; and (ii) the third party unconditionally agrees in writing that they will be bound by the confidentiality obligation stipulated herein.

7. Other Provisions

Intellectual Property.

Any intellectual property rights of Koloxo Home associated with the Confidential Information, including without limitation, patent, trademark, copyright, trade secret rights, and moral rights shall remain the property of the Koloxo Home. Nothing contained in this Agreement shall be interpreted or construed as granting to the Koloxo or its Representatives, and the Agent and its Representatives shall not acquire any license or right to use the Confidential Information or any part thereof for any purpose (other than for the Purpose) or any license under or rights to any patent, copyright or other intellectual property owned by Koloxo home or any other company related.

Confidential Information.

The term "Confidential Information" for the purposes of this Agreement will mean all information disclosed, provided or communicated (either orally or in writing, legibly by machine, text, drawings, photographs, graphics, designs, plans, presentations, extracts) . , summaries, documents, resolutions, technical redactions, analyzes, site visits or any other form) by and on behalf of Koloxo Home and / or its Related Corporations, either before or after this in this document, in connection with the Purpose and shall include all notes, analyzes, compilations, studies, interpretations or other documents prepared by Koloxo Home or its Representatives that contain, reflect or are based, in whole or in part, on confidential

information. provided by Koloxo Home or its Representatives in accordance with this Agreement.

Confidential information may relate, among other things, to Koloxo's business relationships, commercial transaction methods, current or future cost or price information, Koloxo's customers, subcontractors and distributors, operational and processing capabilities. Koloxo data, the systems, software and hardware and the documentation thereof, and the terms or conditions of this Agreement or the Purpose.