

Terms of Using pazble.com

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Introduction:

Welcome to pazblé! We take pride in this platform and we truly hope it helps workers and customers connect safely for the exchange of services, value, and friendship.

The following terms govern your use of pazble.com, a platform dedicated to blue-collar workers provided to you by Intelitegen Limited, a company incorporated in the Republic of Mauritius (Business Registration Number: C17150456).

Intelitegen Limited was awarded a grant by the Mauritius Research and Innovative Council (MRIC) to develop plazble under the Special Call for Proposals – “Fast Track Innovative Projects to Counter the Impact of COVID-19.”

pazble.com is free of use. The continued running of the platform is funded by Intelitegen Limited until such time when the revenue model will shift to revenue collected from advertisements. Individuals and companies would pay us to advertise their products and services. When you are using pazble.com, we could show you advertisements that we think will be relevant to you. We use your personal data to help determine which advertisements to show you.

Your personal data is not sold to advertisers, and we do not share information that directly identifies you, such as your name, your phone number, or other contact information, with advertisers unless you give us specific permission.

Advertisers can direct us to the kind of audience they want their advertisements to be seen. We can provide advertisers with reports about the performance of their advertisements that help them understand how people are interacting with their content.

Our Data Policy explains how we collect and use your personal data to determine some of the advertisements you see and provide all of the other services described below.

Definitions:

"Account" means the account associated with your mobile number.

"User" means a user who connects, interact, or exchanges with other users to contract and purchase Services from other users.

"Services" means services provided by users through the platform.

"User", "you" or "your" means an individual or company, who visits, or uses the Website.

"Website" means pazble.com and any other affiliated websites or links, including mobile web, any iOS App and any Android App, or API or other access mechanism.

1. Overview

By accessing the Website, you agree to the following terms with pazble.com and Intelitegen Limited.

We may amend these terms and any linked information from time to time by posting amended terms on the Website, without notice to you.

The Website is an online venue where Workers and Consumers exchange services. Workers and Consumers must register for an Account in order to buy or sell Services. Neither pazble.com nor Intelitegen Limited are parties to any contractual agreements between Workers and Consumers, or any User of the Website. We merely facilitate connections between the parties.

We may, from time to time, and without notice, change or add to the Website or the information, products or services described in it. However, we do not undertake to keep the Website updated. We are not liable to you or anyone else if any error occurs in the information on the Website or if that information is not current.

2. Scope

By using the Website, you acknowledged having read all the Terms of Using pazble.com, the Website policies, and all linked information.

You acknowledged having read and accepted all of the terms in, and linked to, the Terms of Using pazble.com, the Data and Privacy Policy and all Website policies. You agree that these Terms of Using pazble.com will apply whenever you use the Website, or when you use the tools we make available to interact with the Website.

3. Eligibility

You will not use the Website if you:

- are not able to form legally binding contracts;
- a person barred from receiving and rendering services under the laws of Mauritius or other applicable jurisdiction;
- are suspended from using the Website; or
- do not hold a valid mobile number.

All free user accounts are associated with individuals or companies. Login credentials should not be shared by users with others. The individual associated with the account will be held responsible for all actions taken by the account, without limitation.

Users may provide a business name or a company name, which is associated with the User's Account. Users acknowledge and agree that where a business name or company name is associated with their Account, this User Agreement is a contract with the User as an individual (not the business or company) and Users remain solely responsible for all activity undertaken in respect of their Account.

We may, at our absolute discretion, refuse to register any person or entity as a User.

You cannot transfer or assign any rights or obligations you have under this agreement without prior written consent.

4. Using pazble.com

While using the Website, you will not attempt to or otherwise do any of the following:

- post content or items in inappropriate categories or areas on our Websites and services;

- infringe any laws, third party rights or our policies;
- fail to deliver payment for services delivered to you;
- fail to deliver Services purchased from you;
- post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information);
- take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Website);
- distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Intelitegen Limited, pazble.com, the Website, or the interests or property of pazble.com Users (including their Intellectual Property Rights, privacy and publicity rights)
- engage in any communication or act which is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Website;
- copy, modify or distribute rights or content from the Website or Intelitegen's copyrights and trademarks; or
- harvest or otherwise collect information about Users, including mobile numbers and email addresses, without their consent.

5. Fees & Payments

pazble.com is free of use. Neither Intelitegen Limited nor pazble.com are parties to any money exchange that may occur between users.

6. Taxes

You are responsible for paying any taxes, including any goods and services or value added taxes, which may be applicable depending on the services provided.

You acknowledge that you must comply with your obligations under income tax provisions in your jurisdiction.

7. Contents

You acknowledge and agree that:

1. we act only as a forum for the online distribution and publication of User content. We make no warranty that User content is made available on the Website. We have the right (but not the obligation) to take any action deemed appropriate by us with respect to the User content;
2. we have no responsibility or liability for the deletion or failure to store any content, whether or not the content was actually made available on the website; and
3. any and all content submitted to the website is subject to our approval. We may reject, approve or modify the user content at our sole discretion.

You represent and warrant that your content:

1. will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;
2. will not violate any law or regulation;
3. will not be defamatory or libelous;
4. will not be obscene or contain child pornography;
5. will not contain the development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons, or any weapons whatsoever;
6. will not contain material linked to terrorist activities;
7. will not include incomplete, false or inaccurate information about any User or any other individual; and
8. will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

Information on the Website may contain general information about legal, financial, health and other matters. The information is not advice, and should not be treated as such. You must not rely on the information on the Website as an alternative to professional advice. If you have specific questions about any matter you should consult your professional adviser.

We provide unmonitored access to third party content, including user feedback and articles with original content and opinions (or links to such third-party content). We only act as a portal and have no liability based on, or related to, third party content on the Website, whether arising under the laws of copyright or other intellectual property, defamation, libel, privacy, obscenity, or any other legal discipline.

The Website may contain links to other third-party websites. We do not control the websites to which we link from the Website. We do not endorse the content, products, services, practices, policies or performance of the websites we link to from the Website. Use of third-party content, links to third party content and/or websites is at your risk.

In relation to deletion or hiding of any information or content, using the Website to delete, hide or otherwise dispose of information does not imply permanent deletion of content or information. Information may be retained for a period of time to fulfil record keeping, regulatory, compliance, statistical, law enforcement, and other obligations.

We are entitled to suspend or terminate your Account at any time if we, in our sole and absolute discretion, are concerned by any feedback or reviews about you.

8. Advertising

We may display advertisements or promotions on the Website. You acknowledge and agree that we shall not be responsible for any loss or damage of any kind incurred by you as a result of the presence of such advertisements or promotions or any subsequent dealings with third parties. Furthermore, you acknowledge and agree that content of any advertisements or promotions may be protected by copyrights, trademarks, service marks, patents or other intellectual property or proprietary rights and laws. Unless expressly authorised by pazble.com or Intelitegen Limited or third-party right holders, you agree not to modify, sell, distribute, appropriate or create derivative works based on such advertisement/promotions.

9. Communication with other Users

Communication with other users on the Website can be conducted through text along with direct message sending and other communication channels provided on the Website

You communicate with other Users at your own risk.

Unless you have a prior relationship with a User, you must only communicate with Users via the Website. You must not, and must not attempt to, communicate with other Users through any other means.

pazble.com may use information such as your name, location, display or username, and or your image, in relation to the provision messaging services on the Website or in the mobile apps.

We may read all correspondence posted to the Website and download or access, and test (if necessary), all uploaded files, programs and websites related to your use of the Website for the purpose of investigating fraud, regulatory compliance, risk management, and other related purposes.

10. Identity / Know Your Customer

You authorise us, directly or through third parties, to make any inquiries we consider necessary to validate your identity. You must, at our request:

1. provide further information to us, which may include your date of birth, National Identity Card, Passport, Driver's Licence, and/or other information that will allow us to reasonably identify you;
2. take steps to confirm ownership of your mobile number;

We may also ask you to provide photographic identification holding your identification as an additional identity verification step.

We reserve the right to close, suspend, or limit access to your Account, the Website and/or our Services in the event we are unable to obtain or verify to our satisfaction the information which we request under this section.

We reserve the right to update your particulars on the website in order to match any identity documentation that has been provided.

11. User Services

Upon the Customer awarding a Job to the Worker, and the Worker's acceptance on the Website, the Customer and the Worker will be deemed to have entered into a Freelance Contract under which the Customer agrees to purchase, and the Worker agrees to deliver the Services. You agree not to enter into any contractual provisions in conflict with these Terms of Using pazble.com

You are solely responsible for ensuring that you comply with your obligations to other Users. If you do not, you may become liable to that User. You must ensure that you are aware of any domestic laws (including common law), international laws, statutes, ordinances, and regulations relevant to you as a Worker or Consumer, or in any other uses you make of the Website.

If another User breaches any obligation to you, you are solely responsible for enforcing any rights that you may have. For the avoidance of doubt, we have no responsibility for enforcing any rights under a contract between Users.

Depending on their jurisdiction, Workers and Customers may have rights under statutory warranties that cannot lawfully be excluded. Nothing in this User Agreement is intended to override a right that by applicable law may not be excluded. Nothing in these Terms of Use is intended to violate any laws relating to unfair contracts. To the extent that any component of these Terms of Use is in conflict with inalienable rights under local laws, all parties intend for these Terms of Use to be read down only insofar as to be in compliance with such local laws and no further.

Each User acknowledges and agrees that the relationship between Users is that of an independent contractor. Nothing in this User Agreement creates a partnership, joint venture, agency or employment relationship between Users. Nothing in this User Agreement shall in any way be construed as forming a joint venture, partnership or an employer-employee relationship between pazble.com or Intelitegen Limited and any User.

12. Special Provisions

Each User acknowledges:

Pazble.com and Intelitegen Limited do not review, approve, recommend or verify any of the credentials, licences or statements of capability in relation to skills or jobs (or, for the avoidance of doubt, any job on the Website);

pazble.com provides matchmaking and platform services only. Users agree that pazble.com and/or Intelitegen have no liability for any other aspect of service delivery or interaction between Users. pazble.com and/or Intelitegen Limited are not a party/parties to any disputes between Users.

Pazble.com may from time to time include map features and display the location of Users to persons browsing the Website on that map. Every User seeking services for jobs will be asked to provide the location where the job is to be performed. You expressly agree that pazble.com or Intelitegen Limited have no liability for displaying such information.

Pazble.com may collect location related data from you via technologies including but not limited to GPS, IP address location, wifi, and by other methods. This data may be shared in the context of facilitating services and each User specifically consents to this collection and sharing as part of this agreement;

Failure to complete the service or task will constitute a breach of this User Agreement; and

Any items purchased by the Users as part of performing the service are between the Users.

13. Inactive Accounts

We reserve the right to close an Inactive Account.

14. Right to Refuse Service

We may close, suspend or limit your access to your Account without reason. If a dispute arises between you and pazble.com or Intelitegen Limited, our goal is to address your concerns immediately and, if we are unable to do so to your satisfaction, to provide you with a means of resolving the dispute quickly. We strongly encourage you to first contact us directly to seek a resolution by using our customer support website or emailing us at info@pazble.com.

For any claim, pazble.com may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If pazble.com elects arbitration, such arbitration will be initiated through an established alternative dispute resolution (ADR) provider. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the

arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

All claims you bring against pazble.com or Intelitegen Limited must be resolved in accordance with the terms of this Agreement. All claims filed or brought contrary to this Agreement shall be considered improperly filed and a breach of this Agreement. Should you file a claim contrary to the terms of this Agreement, pazble.com or Intelitegen Limited may recover its legal fees and costs (including in-house lawyers and paralegals).

You agree that you will not pursue any claims arising under this User Agreement on a class or other representative basis and will not seek to coordinate or consolidate any arbitration or action hereunder with any other proceeding.

pazble.com or Intelitegen Limited's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

15. Survival and Release

This agreement supersedes any other agreement between you and Intelitegen Limited and pazble.com. If any part of this document is found to be unenforceable, that part will be limited to the minimum extent necessary so that this document will otherwise remain in full force and effect. Our failure to enforce any part of this document is not a waiver of any of our rights to later enforce that or any other part of this documents. We may assign any of our rights and obligations under this document from time to time.

If there is a dispute between participants on this site, or between users and any third party, you agree that we are under no obligation to become involved. In the event that you have a dispute with one or more other users, you release us, our officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

16. Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Website via any means, including for the avoidance of doubt access to our API or application programming interface, for any purpose without our express written permission.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on our infrastructure;
- interfere with, damage, manipulate, disrupt, disable, modify, overburden, or impair any device, software system or network connected to or used (by you or us) in relation to the Website or your Account, or assist any other person to do any of these things, or take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the websites without the prior express written permission of pazble.com and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of the Websites, services or tools, or any activities conducted on or with the Websites, services or tools.

17. Closing Your Account

You may close your Account at any time. The option is located in the Account Settings.

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We may retain some of your personal information to satisfy regulatory requirements and our own external obligations. Closing your account does not necessarily delete or remove all of the information we hold.

18. Privacy

If you object to your information being transferred or used in the way described herein then you must not use our services. For the avoidance of

doubt, your name and personal details shall be used for identity purposes in the normal course of conducting business in this online marketplace.

19. Indemnity

You will indemnify us (and our officers, directors, agents, subsidiaries, joint venturers and employees) against any claim or demand, including legal fees and costs, made against us by any third party due to or arising out of your breach of this Agreement, or your infringement of any law or the rights of a third party in the course of using the Website.

20. Security

You must immediately notify us upon becoming aware of any unauthorised access or any other security breach to the Website or your Account and do everything possible to mitigate the unauthorised access or security breach (including preserving evidence and notifying appropriate authorities). Your User Account is yours only, and you must not share your password with others. You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorised access of your account resulting from your failure to secure your password.

21. No Warranty as to Each User's Purported Identity

We cannot and do not confirm each User's purported identity on the Website. We may provide information about a User, such as a strength or risk score, geographical location, or third-party background check or verification of identity or credentials. However, such information is based solely on data that a User submits and we provide such information solely for the convenience of Users and the provision of such information is not an introduction, endorsement or recommendation by us.

22. No Warranty as to Content

The Website is a dynamic time-sensitive Website. As such, information on the Website will change frequently. It is possible that some information could be considered offensive, harmful, inaccurate or misleading or mislabelled or deceptively labelled accidentally by us or accidentally or purposefully by a third party.

Our Services, the Website and all content on it are provided on an 'as is', 'with all faults' and 'as available' basis and without warranties of any kind, either

express or implied. Without limiting the foregoing, we make no representation or warranty about:

- the Website,
- the accuracy, reliability, availability, veracity, timeliness or content of the Website;
- uninterrupted, secure, error-free or non-misleading;
- whether defects in the Website will be corrected;
- whether the Website, or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Website;
- any third party agreements or any guarantee of business gained by you through the Website,
- the Website or infrastructure on which they are based, being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function.

To every extent permitted by law, we specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose, quality, suitability and non-infringement.

23. Limitation of Liability

In no event shall we, our related entities, our affiliates or staff be liable, whether in contract, warranty, tort (including negligence), or any other form of liability.

The limitations on our liability to you above shall apply whether or not we, our related entities, our affiliates or staff have been advised of the possibility of such losses or damages arising.

24. Notices

Legal notices will be served to the phone number you provide to pazble.com during the registration process. Notice will be deemed given 24 hours after the communication is sent, unless the sending party is notified that the mobile number is invalid or that the message has not been delivered. Alternatively, we may give you legal notice by any other information you provided during the registration process.

25. Law and Forum for Legal Disputes

This Agreement will be governed in all respects by the laws of Mauritius. We encourage you to try and resolve disputes using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved then you and pazble.com and Intelitegen Limited irrevocably submit to the non-exclusive jurisdiction of the courts of Mauritius.

26. Severability

The provisions of this User Agreement are severable, and if any provision of this User Agreement is held to be invalid or unenforceable, such provision may be removed and the remaining provisions will be enforced. This Agreement may be assigned by us to an associated entity at any time, or to a third party without your consent in the event of a sale or other transfer of some or all of our assets. In the event of any sale or transfer you will remain bound by this User Agreement.

27. Interpretation

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

28. No Waiver

Our failure to act with respect to an anticipated or actual breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Nothing in this section shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.

29. Communications

You consent to receive notices and information from us in respect of the Website and Services by electronic communication. You may withdraw this consent at any time, but if you do so we may choose to suspend or close your Account.

30. Additional Terms

It is important to read and understand all our policies as they provide the rules for using our Website. In addition, there may be specific policies or rules that apply, and it is your responsibility to check and make sure you comply. Our policies, including all policies referenced in them, are part of this

Agreement and provide additional terms and conditions related to specific services offered on our Websites.

Changes take effect when we post them on the Website. When using particular services on our Website, you are subject to any posted policies or rules applicable to services you use through the Website, which may be posted from time to time. All such policies or rules are incorporated into this User Agreement.

31. General

This Agreement contains the entire understanding and agreement between you pazble.com and Intelitegen Limited.

32. Feedback

If you have any questions about this User Agreement or if you wish to report breaches of this User Agreement, please contact us on info@pazble.com or +23057060668.

Cookie Policy

Introduction

pazble.com or Intelitegen Limited (“we” or “us” or “our”) may use cookies, web beacons, tracking pixels, and other tracking technologies when you visit our website pazble.com, including any other media form, media channel, mobile website, or mobile application related or connected thereto (collectively, the “Site”) to help customize the Site and improve your experience.

We reserve the right to make changes to this Cookie Policy at any time and for any reason. We will alert you about any changes by updating the “Last Updated” date of this Cookie Policy. Any changes or modifications will be effective immediately upon posting the updated Cookie Policy on the Site, and you waive the right to receive specific notice of each such change or modification.

You are encouraged to periodically review this Cookie Policy to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Cookie Policy by your continued use of the Site after the date such revised Cookie Policy is posted.

Use of Cookies

A “cookie” is a string of information which assigns you a unique identifier that we store on your computer. Your browser then provides that unique identifier to use each time you submit a query to the Site. We use cookies on the Site to, among other things, keep track of services you have used, record registration information, record your user preferences, keep you logged into the Site, facilitate purchase procedures, and track the pages you visit. Cookies help us understand how the Site is being used and improve your user experience.

Types of Cookies

The following types of cookies may be used when you visit the Site:

Advertising Cookies

Advertising cookies are placed on your computer by advertisers and ad servers in order to display advertisements that are most likely to be of interest to you. These cookies allow advertisers and ad servers to gather information about your visits to the Site and other websites, alternate the ads sent to a specific computer, and track how often an ad has been viewed and by whom. These cookies are linked to a computer and do not gather any personal information about you.

Analytics Cookies

Analytics cookies monitor how users reached the Site, and how they interact with and move around once on the Site. These cookies let us know what features on the Site are working the best and what features on the Site can be improved.

Our Cookies

Our cookies are “first-party cookies”, and can be either permanent or temporary. These are necessary cookies, without which the Site won’t work properly or be able to provide certain features and functionalities. Some of these may be manually disabled in your browser, but may affect the functionality of the Site.

Personalisation Cookies

Personalization cookies are used to recognize repeat visitors to the Site. We use these cookies to record your browsing history, the pages you have visited, and your settings and preferences each time you visit **the Site**.

Security Cookies

Security cookies help identify and prevent security risks. We may use these cookies to authenticate users and protect user data from unauthorised parties.

Site Management Cookies

Site management cookies are used to maintain your identity or session on the Site so that you are not logged off unexpectedly, and any information you enter is retained from page to page. These cookies cannot be turned off individually, but you can disable all cookies in your browser.

Third-Party Cookies

Third-party cookies may be place on your computer when you visit the Site by companies that run certain services we offer. These cookies allow the third parties to gather and track certain information about you. These cookies can be manually disabled in your browser.

Control of Cookies

Most browsers are set to accept cookies by default. However, you can remove or reject cookies in your browser's settings. Please be aware that such action could affect the availability and functionality of the Site.

For more information on how to control cookies, check your browser or device's settings for how you can control or reject cookies.

Other Tracking Technologies

In addition to cookies, we may use web beacons, pixel tags, and other tracking technologies on the Site to help customize the Site and improve your experience. A "web beacon" or "pixel tag" is tiny object or image embedded in a web page or email. They are used to track the number of users who have visited particular pages and viewed emails, and acquire other statistical data. They collect only a limited set of data, such as a cookie number, time and date of page or email view, and a description of the page or email on which they reside. Web beacons and pixel tags cannot be declined. However, you can limit their use by controlling the cookies that interact with them.

Contact Us

If you have questions or comments about this Cookie Policy, please contact us at info@pazble.com