

TERMS & CONDITIONS (“Terms”)

Last updated February 2023

Please read these Terms and Conditions carefully before using the website <https://www.findandgo.co.zw> operated by Find & Go Pvt Ltd Company.

Your access to and use of the Service is conditioned on your acceptance and compliance with these Terms. These terms apply to all Service Provides, referred to herein as the “Partner”.

1. Description of Service

Except as otherwise provided in Sections 2, 3 and 4 of these Find & Go Terms and Conditions (referred to as the "Agreement" or "Terms & Conditions"), Find & Go shall display inventory data from an API feed provided by Partner (the “Feed”) in the Find & Go hotel display.

2) Program Rules

All inventory data provided by Partner for placement on Find & Go's, or its Affiliates' websites, newsletters and/or social media platforms are governed by these Terms and Conditions and must be submitted through a valid Feed, as stipulated at API Feed Requirements. No other conditions, provisions, or terms of any sort appearing in any writings or other communications, including without limitation those contained on or accompanying any form of payment, will be binding on Find & Go, whether in conflict with or in addition to these Terms and Conditions. Partner will use Find & Go services in accordance with applicable law and in a manner which does not interfere with, disturb, or disrupt other network users, services, or equipment, as determined by Find & Go in its sole discretion.

3) Feed Access and Usage

Find & Go reserves the right, without liability, to reject, remove and/or cancel any Feed which contains content or links which do not meet Find & Go's specifications and standards, at Find & Go's sole discretion. Find & Go may redesign its site at its sole discretion at any time.

a. Partner hereby grants Find & Go the right and a royalty-free license to display the Feed data (including, but not limited to, price, services, photographs, property, and availability data) and associated brand logos, trademarks, and service marks ("Brand IP") on both the Find & Go Web sites, partner and white label web sites, and emails that are related to Find & Go. Failure by Find & Go to publish any requested Feed data does not constitute a breach of contract or otherwise entitle Partner to any legal remedy. Find & Go may share reporting data regarding advertising effectiveness on the Find & Go Sites with its partners.

b. Partner shall be solely responsible for the content of its Feed and any web site linked to from such Feed and shall indemnify Find & Go for all loss, costs, misinformation and damages in connection with any claims of infringement of any third party rights. Partner represents, warrants and covenants

to Find & Go that at all times, (a) it is fully authorized to publish the entire contents and subject matter of the Feed (including, without limitation, all text, graphics, URLs, and Internet sites to which URLs are linked); (b) all such materials and Internet sites comply with all applicable laws and regulations and do not violate the rights (including, but not limited to, intellectual property rights) of any third party; (c) it has the full corporate rights, power and authority to enter into this Agreement and to perform the acts required of it hereunder, and its execution of this Agreement does not and will not violate any agreement to which it is a Party or by which it is otherwise bound, or any applicable law, rule or regulation; and (d) each such Internet site is controlled by Partner and operated by Partner or its independent contractors, is functional and accessible at all times, and is suitable in all respects to be linked to from the applicable site containing the Feed.

c. It is the Partner's obligation to submit the Feed in accordance with Find & Go 's then existing criteria or specifications (including content limitations, technical specifications, privacy policies, user experience policies, policies regarding consistency with Find & Go's public image, community standards regarding obscenity or indecency (taking into consideration the portion(s) of the Site on which the Feed is to appear), other editorial or advertising policies, and material due dates) (collectively "Policies").

d. Public Announcements. Partner hereby grants Find & Go permission to publicize the fact that it is a client of Find & Go in a press release. However, Partner shall not use, display or modify Find & Go's trademarks in any manner without the prior written consent of Find & Go.

4) Privacy and Compliance

During the term of this Agreement, Partner shall have a privacy policy in place governing Partner's use of end users' personal information that meets or exceeds any applicable laws, rules and regulations governing the use of such information. Both parties shall ensure that any collection, use and disclosure of information obtained pursuant to this Agreement comply with all applicable laws, regulations and privacy policies. Partner agrees not to send any unsolicited, commercial email or other online communication (e.g., "spam") through to Find & Go users and shall comply with all applicable Find & Go policies regarding bulk mail.

5) Confidentiality

Each Party expressly undertakes to retain in confidence and to require its agents and contractors to retain in confidence all information and know-how transmitted to such Party that the disclosing Party has identified as being proprietary and/or confidential or which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential. All terms and conditions of this Agreement will be considered confidential and will not be disclosed (except to both Party's attorneys and accountants on a need-to-know basis) without the prior written consent of the other Party. The parties further agree that the recipient of any confidential or proprietary information of the other party provided or received hereunder will use such confidential information solely for the purposes for which it is provided by the other party; will not disclose such confidential information to any third party; and will protect such confidential information from unauthorized use and disclosure; provided, however, that Find & Go may share the confidential or proprietary information that it receives hereunder with its affiliates and subsidiaries.

The foregoing obligations will not apply to any (a) information that becomes generally publicly available through no fault of the recipient, (b) information that the recipient obtains from a third party (other than in connection with this Agreement); (c) information that is independently developed or acquired by the recipient; (d) disclosure with the prior written consent of the disclosing party; or (e) disclosures which are required by applicable law. Notwithstanding the foregoing, the recipient may disclose such confidential information if required by any judicial or governmental request, requirement or order; provided that the recipient will take reasonable steps to give the disclosing party sufficient prior notice in order to contest such request, requirement or order.

6) Subscriptions

Partner agrees to pay monthly subscription fee. Failure to do so constitutes a breach of contract and Find & Go will cease the display of advertising within 7 working days unless agreed otherwise.

7) Payment

Payments are accepted for Accommodation facilities only unless agreed otherwise. Accepted payment methods are PayPal, Visa, MasterCard (USD) and Cash (USD). Find & Go charges 5% commission on all bookings/payments made through the platform including cash payments: the Partner can therefore price their services at their own discretion. Upon receiving a payment, Find & Go will confirm to the partner the receipt of the payment and pay the Partner after 4 business days.

8) Chargeback

In the case of a chargeback, Find & Go bears the risk.

10) Cancellation Policy

20 days prior to arrival – 100% refund less non-refundable taxes.

10-19 days prior to arrival – 50% refund less non-refundable taxes.

4-9 days prior to arrival – 25% refund less non-refundable taxes

0-3 days prior to arrival – 0

11) Term and Termination.

This Agreement is effective upon the date that Partner accepts these terms. Partner may terminate this Agreement at any time through the platform, and Find & Go will cease the display of advertising within forty-eight (48) hours of such cancellation. So long as any Request remains in effect, these Terms and Conditions shall also remain in effect. NEITHER FIND & GO NOR ANY OF ITS AFFILIATES WILL HAVE ANY OTHER LIABILITY OF ANY NATURE TO PARTNER OR ITS CUSTOMERS.

12) Liability, Warranty & Indemnity

a. EXCEPT FOR (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, (B) BREACHES OF CONFIDENTIALITY, AND (C) PARTNER'S USE OF THE LICENSED CONTENT IN A MANNER INCONSISTENT WITH THE TERMS OF THE AGREEMENT (A) NEITHER PARTY WILL BE LIABLE FOR ANY

INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN. EXCEPT FOR (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, (B) BREACHES OF CONFIDENTIALITY, AND (C) PARTNER'S USE OF THE LICENSED CONTENT IN A MANNER INCONSISTENT WITH THE TERMS OF THE AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT PARTNER HAS PAID FIND & GO OR \$50,000, WHICHEVER IS GREATER. THE PARTIES AGREE THAT (I) THE MUTUAL AGREEMENTS MADE IN THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK, AND (II) THAT EACH PARTY WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON LIABILITY.

b. EXCEPT AS OTHERWISE STATED HEREIN, FIND & GO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES AS TO THE NUMBER OF VISITORS TO OR PAGES DISPLAYED ON THE FIND & GO SITE OR THE FUNCTIONALITY, PERFORMANCE, OR RESPONSE TIMES OF THE FIND & GO SITE. FIND & GO DISCLAIMS AND SHALL NOT BE LIABLE FOR ANY OTHER LOSS, INJURY, COST OR DAMAGE SUFFERED BY PARTNER OR ANY THIRD PARTY AND SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS. THIS PROVISION SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.

c. Partner agrees to defend, indemnify and hold harmless Find & Go and each of Find & Go's agents, customers, partners, subcontractors and affiliates, and the officers, directors, and employees of any of the foregoing, from, against and in respect of any and all losses, costs, (including reasonable attorney's fees) expenses, damages, assessments, or judgments (collectively, "Liabilities"), resulting from any claim against any such parties in connection with Partner's Feed or data provided to Find & Go, except to the extent that such claims directly resulted from the gross negligence or wilful misconduct of Find & Go.

By using any Interactive Areas, you expressly agree only to submit Content of yours that complies with Find & Go's published guidelines, as are in force at the time of submission and made available to you by Find & Go. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any Content of yours that:

- a. Is false, unlawful, misleading, libellous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. Is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

Would constitute, encourage, promote or provide instructions for conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in the country, or that would otherwise create liability or violate any law.

13) General Provisions

This Agreement is governed by, construed or otherwise interpreted in accordance with the Laws of Zimbabwe. The Partner shall comply with all the applicable laws and governmental regulations.

The partner agrees to submit to the jurisdiction of the Magistrate's Court in Harare in the event of any dispute leading to litigation arising out of matters in terms of this Agreement or connected thereto, and in the event that the Partner is found liable he/she shall be obliged to pay Find & Go costs at a legal practitioner-client scale and all other costs and collect commission incidental thereto and so charged

The Hardware, copyright, trademarks used in connection with the Services remain the property of Find & Go. Find & Go may at its discretion transfer ownership of Hardware to Customer.

This Agreement which includes the Operation Instructions issued by Find & Go as amended from time to time, constitutes the whole Agreement between the parties as to the subject matter thereof. Find & Go may, without further consent of agreement of the Partner, vary/update any of the terms and conditions of this agreement by means of issuing new or amended Terms and Conditions and/or Operating Instructions to the Partner from time to time.

. By using any Interactive Areas, you expressly agree only to submit Content of yours that complies with Find & Go's published guidelines, as are in force at the time of submission and made available to you by Find & Go. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any Content of yours that:

- c. Is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- d. Is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

Would constitute, encourage, promote or provide instructions for conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in any city of Zimbabwe, or that would otherwise create liability or violate any local, or state law.

If in agreement with these Terms and Conditions, please sign below;

✓ I agree with the Terms & Conditions.

Name of Organisation/Service-----

Signature.....