

PRIVACY POLICY

Last Updated: 29th June, 2025

This Legal Notice governs how Paragóne Signature & Associates (“PSA”, “we”, “our”, or “us”), a real estate brokerage and property management company, collects, uses, and protects your information, along with the terms under which we provide our services.

Scope

This Privacy Policy applies to all interactions you may have with Paragóne Signature & Associates (“PSA”, “we”, “our”, or “us”), both offline and online, in the context of our real estate brokerage and property management operations. It governs the collection and use of personal data from individuals and entities who engage with us in any capacity — including property buyers, sellers, and renters; property owners whose assets are under our management; and tenants occupying those properties. It also covers data collected from users of our website, individuals submitting service requests, property forms, or newsletter subscriptions; applicants seeking employment or agent roles within PSA; and participants in events we organize, whether virtual or physical. Whether you engage with us through digital forms, direct communication, onboarding processes, or service delivery platforms, this policy ensures that your data is treated with transparency, respect, and in full compliance with applicable data protection laws.

The Information We Collect About You

We collect:

- Personal Data like full name, email, phone number, ID documents, address, occupation
- Property Data like ownership documents, tenancy agreements, maintenance records, rental payment history
- Tenant & Landlord Data like lease terms, utility and service billings, rent schedules
- Transaction Data like invoices, payments, receipts
- Technical Data: Device type, IP address, browser info
- Feedback Data: Communication logs, maintenance complaints, reviews

How We Collect Your Data

We collect personal and property-related information through a variety of secure and intentional methods, depending on how you interact with us. Most commonly, data is obtained through direct engagements, such as when you fill out a property listing form, submit a service request, or communicate with us via email, WhatsApp, or in-person meetings. In addition, we

gather information through our website and digital platforms, including inquiry forms, tenant request forms, contact submissions, and newsletter sign-ups — all designed to ensure we understand your needs and provide tailored support.

For clients engaging our property management services, we collect data during the onboarding process, which may include documentation review, lease assessments, and property condition reports. Tenants of managed properties may also submit their personal and service-related information via dedicated maintenance portals, support tickets, or rent-payment channels. Every collection method is guided by transparency and consent, ensuring your information is used responsibly and in accordance with data protection laws

Purpose of Use

We process your personal data for the following purposes:

- To deliver property sales, rental, and management services: Your information enables us to list, advertise, and match properties for sale or rent, as well as manage tenancy agreements, handle tenant onboarding, and oversee day-to-day administration on behalf of landlords.
- To manage landlord-tenant relationships and tenancy operations: We use data to facilitate communication, administer leases, resolve disputes, maintain accurate records of occupancy and ownership, and coordinate maintenance, inspections, and service-related tasks throughout the tenancy lifecycle.
- To process financial transactions related to our services: This includes issuing invoices, collecting rent and service charges, tracking payments, managing refunds, and coordinating vendor or contractor payments related to managed properties.
- To facilitate inspections, verifications, and legal documentation: We use data to conduct property inspections, complete ownership or document verifications, and prepare legally binding documents such as tenancy agreements, property sale contracts, and deeds of assignment.
- To provide service-related communications and regulatory updates: We may contact you with important updates about your property or tenancy, changes to lease terms or policies, compliance notifications, and other legally required information.
- To carry out marketing, advertising, and promotional campaigns (with consent): With your permission, we may use your data to share property alerts, newsletters, promotions, event invitations, and other relevant content aligned with your preferences.
- To support analytics, performance monitoring, and user experience improvements: Aggregated or anonymized data is analyzed to understand behavior patterns, optimize

our website and service delivery, improve operational efficiency, and develop better offerings.

- To fulfill legal, regulatory, and contractual obligations: We process your data to comply with obligations under tax, tenancy, anti-money laundering, and property-related laws, as well as to enforce service agreements and address legal claims or contract breaches.
- To ensure security, prevent fraud, and manage operational risks: Your data may be used to verify identity, monitor suspicious activity, protect our digital systems and physical assets, and ensure the safety and integrity of all parties involved in our services.

Legal Basis for Processing Your Data

We only process your personal data when there is a lawful basis to do so, as required by data protection laws. These bases include:

- **Consent** – When you voluntarily opt in to marketing communications, newsletters, or event updates, we process your data based on your clear and informed consent. You can withdraw this at any time.
- **Contractual Necessity** – When you request or use our services (such as property sales, rentals, or management), we process your data to fulfill our obligations under that agreement.
- **Legal Obligation** – We may process and retain your data as required by law, such as for tax reporting, tenancy regulations, or compliance with anti-money laundering standards.
- **Legitimate Interest** – In some cases, we process your data to support our business operations — including service improvement, fraud prevention, security monitoring, and internal reporting — provided this does not override your privacy rights.

Data Sharing and Disclosure

We value your trust and are committed to handling your personal data responsibly. While we do not sell your personal information, there are circumstances in which we may share your data with third parties — strictly for the purposes outlined in this policy and in accordance with applicable laws. These include:

- **Service Providers and Vendors:** We may share your data with trusted third-party vendors or contractors who help us deliver our services, such as property listing platforms, surveyors, marketing consultants, maintenance providers, IT infrastructure partners, and software solution companies. These parties only access data necessary for their specific tasks and are bound by confidentiality obligations.

- **Legal and Accounting Professionals:** We may share information with lawyers, auditors, or accountants who support our business operations, assist with dispute resolution, or ensure compliance with regulatory and financial obligations.
- **Payment Platforms and Financial Institutions:** When processing transactions — such as rent collection, commission payments, or legal service fees — we may share relevant financial or identifying data with banks, payment gateways, or authorized financial service providers.
- **Government Authorities and Regulatory Bodies:** We may disclose your data if legally required to do so — for example, in response to a court order, tax audit, regulatory investigation, or under applicable tenancy, anti-money laundering, or property laws.
- **To Protect PSA, Our Clients, and Others:** We may share your data when we believe in good faith that disclosure is necessary to protect the rights, property, or safety of PSA, our clients, tenants, staff, partners, or the public. This includes investigations into fraud, security threats, or potential violations of the law or our policies.
- **Advertisers and Marketing Partners:** Where permitted by law and with your explicit consent, we may share anonymized or aggregated data with advertising networks or partners who help us promote our services to relevant audiences.
- **In Business Transfers or Corporate Transactions:** If we are involved in a merger, acquisition, restructuring, or asset transfer, your data may be shared with or transferred to relevant parties as part of that process — with appropriate safeguards and notice.

Children's Data

Paragóne Signature & Associates does not knowingly collect or process personal data from children under the age of 18. Our services — including property sales, rentals, management, and related online tools — are intended solely for individuals who are legally able to enter into binding contracts.

We do not target or offer services to minors, and we take reasonable steps to prevent the collection of data from individuals below the required age. If we become aware that personal information has been provided to us by someone under the age of 18 without verified parental or guardian consent, we will take immediate steps to delete such information from our systems.

Parents or legal guardians who believe that their child may have submitted personal data to us are encouraged to contact us directly at info@paragonesignature.com or paragonesignature@gmail.com so we can investigate and take appropriate action.

Security, Retention & Rights

We maintain strict access controls and secure storage. You may access, correct, or delete your personal data by contacting us at info@paragonesignature.com or paragonesignature@gmail.com

REFUND POLICY

This Refund Policy applies to all fee-based services offered by Paragóne Signature & Associates, whether rendered directly through our team or via our authorized partners. These services include, but are not limited to, real estate brokerage (such as property marketing, buyer-seller representation & matchmaking, or commissionable sales and rental efforts), property verification (document-based and site inspections), legal documentation preparation (including deeds, contracts, and advisory), and onboarding-related services under our property management division (such as tenant sourcing, lease administration setup, and landlord intake assessments).

All payments for these services are considered service-based and time-sensitive. As such, our ability to issue a refund depends on the stage at which the service has been requested, processed, or fulfilled. By engaging our services, clients acknowledge and agree to the terms outlined in this policy, including eligibility criteria, refund timelines, and non-refundable conditions where applicable.

Refund Eligibility

Refunds may be granted under specific and reasonable circumstances, particularly where the service has not yet commenced or a clear error has occurred. You may be eligible for a refund if any of the following conditions apply:

- The service was paid for but not initiated: If you have paid for a service and PSA has not yet begun any part of the work — such as property listing, verification review, legal drafting, or onboarding setup — you may request a full refund within a defined timeframe.
- You cancel a paid request before any work has begun: Clients who choose to cancel a service order or engagement before any substantive action has been taken (e.g., no visits scheduled, no documents reviewed, no listing published) may be eligible for a refund. Cancellations must be formally submitted and acknowledged in writing.
- A duplicate payment was made in error: If you accidentally make multiple payments for the same service or transaction, we will promptly process a refund of the excess amount once verified. Proof of duplicate payment may be requested to validate the refund.

Refunds will only be processed to the original payment source, and PSA reserves the right to assess the stage of service fulfillment before approval. All refund requests are subject to the terms outlined in this policy and must be submitted in writing to our official support or finance email.

Non-Refundable Services

To ensure fairness and protect the integrity of our operations, certain fees paid to Paragóne Signature & Associates (“PSA”) are considered non-refundable once service delivery has commenced or resources have been committed. These include, but are not limited to, the following:

- **Property Management Onboarding:** Fees paid for onboarding services — including property inspections, lease audits, tenant communications, and setup of management systems — are non-refundable once any part of the onboarding process has begun.
- **Rent Collection, Service Charge Administration, or Maintenance Handling:** Once we initiate any aspect of managing property finances (e.g., issuing rent invoices, collecting service charges, coordinating repairs or vendor payments), related fees become non-refundable.
- **Legal Documentation or Property Verification Services:** Fees for legal support (such as drafting deeds, reviewing ownership documents, or advisory work) and property verification (either document-based or site inspections) are non-refundable once work begins. This includes time spent conducting due diligence or engaging surveyors.
- **Listing Promotions and Advertisement Services:** Any fees paid for the marketing or promotion of a property — including listing on our platforms, paid ads, flyers, or campaign management — are non-refundable once the listing or ad campaign has been launched or scheduled.
- **Brokerage Commissions on Closed Transactions:** Where PSA successfully facilitates a real estate transaction (including the sale, lease, or rental of a property), the associated commission or brokerage fee is considered fully earned and non-refundable — even if the client later withdraws from or modifies the transaction after closure.
- **Paid Consultations or Strategic Advisory Sessions:** Fees for consultation services — such as property investment advice, onboarding strategy, or one-on-one agent or landlord support — are non-refundable once the session has occurred or been rescheduled beyond the permitted timeframe.
- **Partially Completed Services:** In any scenario where a service has been initiated (e.g., document reviews, inspection bookings, legal drafts), and a client chooses not to proceed, the service is still considered billable and non-refundable due to resource commitment.

- **Client-Initiated Delays or Missed Appointments:** If a service is delayed or disrupted due to the client's inaction, lack of responsiveness, or failure to attend scheduled meetings or site visits, PSA reserves the right to mark the service as initiated and withhold refunds accordingly.

All service engagements are governed by this policy. By making payment or proceeding with our services, you acknowledge and accept these non-refundable terms.

Refund Request Process

If you believe you are eligible for a refund based on the conditions outlined in this policy, you may initiate a formal request by following the process below. Please note that all refund requests must be submitted in writing and within the stated timeframes:

- **Submit a Written Request:** Email us at info@paragonesignature.com within seven (7) days of making the payment. Requests submitted after this window may not be considered, except in the case of duplicate payments.
- **Provide Payment Proof and Reason:** Your email should include a clear explanation of the reason for your refund request, along with valid proof of payment (such as a receipt, transaction reference number, or bank confirmation). The more specific and complete your request, the faster it can be reviewed.
- **Internal Review and Response:** Upon receiving your request, our team will conduct a review to determine refund eligibility. We aim to respond with an outcome or follow-up inquiry within seven (7) business days of receiving your complete request.
- **Refund Disbursement:** If your refund is approved, the payment will be processed within ten (10) business days from the date of approval. Refunds will only be made to the original source of payment (e.g., same card, bank account, or wallet used for the transaction).

TERMS & CONDITIONS

These Terms & Conditions govern your use of the services provided by Paragóne Signature & Associates ("PSA"), including our real estate brokerage, property management, property verification, legal documentation, and all digital interactions through our website or affiliated platforms. By engaging with our services—either online or offline—you agree to abide by these terms in full.

Acceptance of Terms

By accessing our website, communicating with our representatives, submitting property-related forms, or contracting PSA for any of our real estate or property management services, you acknowledge that you have read, understood, and agreed to be legally bound by this policy and any supplementary agreements (including service-level agreements, contracts, or addenda where applicable). If you do not agree to these terms, please refrain from using our services.

Use of Services

When using our platform or engaging our services, you agree to act in good faith and with integrity. Specifically, you agree to:

- Provide truthful, accurate, and complete information when listing properties, submitting requests, applying for services, or communicating with PSA.
- Use our platform and services for lawful and intended purposes only, and in accordance with applicable real estate, tenancy, and property laws.
- Pay all agreed-upon fees and commissions in a timely manner as outlined in your service agreement, invoice, or engagement terms.
- Avoid impersonating another individual or entity, submitting false documentation, or misrepresenting ownership or legal standing in any transaction.
- Refrain from interfering with or tampering with our website, software systems, or internal processes, including any attempt to exploit, hack, or reverse-engineer our digital platforms or data infrastructure.

PSA reserves the right to suspend or terminate your access to our services if these conditions are violated or if your actions compromise the safety, legality, or ethical standards of our operations.

Landlord Obligations (For Property Management Clients)

If you are a landlord or property owner who has engaged PSA for property management services, the following additional terms apply to your role and responsibilities:

- **Authority to Act:** You grant PSA the lawful authority to represent your interests in the management, maintenance, marketing, and leasing of your property as outlined in your management agreement. This includes communication with tenants, third-party service providers, legal bodies, and regulatory agencies.
- **Repair and Maintenance Oversight:** You agree to honor PSA's professional recommendations regarding necessary repairs, tenant issues, and compliance measures.

While PSA will manage day-to-day maintenance, major repairs requiring your approval must not be unreasonably withheld or delayed.

- **Legal and Regulatory Compliance:** You remain ultimately responsible for ensuring that the property complies with all relevant local, state, and federal laws — including building codes, landlord-tenant regulations, tax obligations, and safety standards. PSA will assist with compliance but cannot be held liable for legal breaches beyond the scope of our agreed authority.

Failure to comply with these obligations may result in termination of the management agreement and/or legal recourse where necessary to protect PSA's operations and reputation.

Tenant Obligations (For Occupants of Managed Properties)

If you are a tenant occupying a property managed by Paragóne Signature & Associates, you are expected to conduct your tenancy responsibly and in accordance with both your lease agreement and our occupancy policies. Specifically, you agree to:

- Pay rent and service charges as due: All rental payments, utility charges, service fees, or other contractual obligations must be paid on or before the stipulated dates in your lease agreement. Repeated delays or defaults may lead to enforcement actions or termination.
- Promptly report repairs and cooperate with maintenance personnel: You are expected to notify PSA or its representatives of any repair or maintenance issues in a timely manner and to allow reasonable access to contractors or agents to carry out required works.
- Comply with lease terms and PSA's code of occupancy: You must adhere to the rules outlined in your tenancy agreement, including restrictions on subletting, unauthorized alterations, nuisance conduct, or any other violations that could endanger the safety, peace, or structure of the property.

Failure to meet these obligations may result in penalties, eviction proceedings, or legal action in accordance with tenancy law and the terms of your lease.

PSA's Rights

Paragóne Signature & Associates reserves the right to maintain the integrity and security of its services, systems, and professional standards. We may, at our discretion:

- Refuse or terminate service in cases involving suspected fraud, abuse, harassment, breach of agreement, or conduct that may harm our team, reputation, or other clients.

- Suspend access to digital platforms if there is evidence of misuse, tampering, or violation of these Terms & Conditions or applicable laws.
- Update service terms, fees, or platform features as our services evolve. Where changes occur, we will provide reasonable notice through an update on our website or via email, and continued use of our services will constitute acceptance of the revised terms.

Intellectual Property

All content and materials on the PSA website and related platforms — including but not limited to property listings, marketing templates, articles, downloadable resources, training guides, brand assets, and platform designs — are the exclusive property of Paragóne Signature & Associates.

These materials may not be copied, reproduced, distributed, or reused in any form without our prior written consent. Unauthorized use of PSA's intellectual property may result in legal action or claim for damages.

Limitation of Liability

To the fullest extent permitted by law, Paragóne Signature & Associates shall not be held liable for:

- Acts or omissions of third-party service providers, such as surveyors, legal practitioners, financial institutions, or vendors contracted to carry out specific duties on behalf of clients.
- Losses, damages, or disputes arising from the conduct of tenants, landlords, or other property occupants outside our direct control.
- Delays caused by external factors, including but not limited to regulatory processing, government policy, public utility disruptions, or unanticipated infrastructure failure.
- Property issues not disclosed to us, or those falling outside the scope of our management agreement or advisory engagement. Clients are responsible for transparency and timely communication on all material matters.

Dispute Resolution and Jurisdiction

We are committed to resolving disputes in a fair, respectful, and constructive manner. In the event of a disagreement between you and PSA, both parties agree to first attempt resolution through good-faith dialogue or mediation.

If a dispute remains unresolved, it shall be subject to the jurisdiction of the courts of the Federal Republic of Nigeria, and governed by the laws of Nigeria. By using our services, you consent to this legal framework and venue for dispute resolution.

Contact Us

We welcome your questions, concerns, or feedback regarding this Privacy Policy, our data handling practices, Refund Policy, or Terms & Conditions. If you wish to exercise your rights under applicable data protection laws, request a refund, report a concern, or seek clarification about any part of this policy, please kindly send a mail to info@paragonesignature.com