

TERMS AND CONDITIONS OF USE

These Terms of Use and Conditions govern your use of Pieme Platform

A. INTRODUCTION

These Terms of Use and Conditions govern your use of www.pieme.info website and set out the general terms, conditions and procedure for the use of this platform, our and your rights, duties and responsibilities when you visit or use this platform.

1. Welcome

- 1.1 Welcome to Pieme The www.pieme.info website and the services provided through it (hereinafter, “**Platform, Us or Our**”)
- 1.2 To make these Terms quicker to read, we use a few key definitions: we refer to the business that is seeking funding for its housing Units as “Pieme Residences”, Pieme Residences’ fundraising project for its housing units as “Project”, the company that is the proprietor of Pieme Residences as “Pie tech Ltd, a natural, legal or any other person (e.g., a collective investment undertaking without legal personality) who contributes funds towards the Project and signs a project funding agreement as the “Investor”, their contributions as “funding”, the act or process of funding as “Investing”, the minimum total value of Funding sought by Pieme Residences for the Project as the “Funding Minimum”, revenue generated by an Investor for their investment in the Project as “Earnings”, users of the Platform are referred to as “User” or “you”, as applicable, the agreement between Pie Tech Limited for Pieme Residences and the Investor as the “Agreement”, the particular housing unit that is the subject of the Agreement as the “Sub-Project”, all the terms and the entire document as the “Terms”. In these Terms, words importing the singular form shall include the plural, and vice versa. Words importing any gender include all genders.
- 1.3 We provide a platform for Pieme Residences to raise funds from Investors for its Project. We also enable Investors to make their funding for a stake in the Project. By providing this platform, we facilitate the Agreement for Funding and Earnings, subject to the terms in the Agreement also to these Terms.
- 1.4 Please read these Terms carefully before you start to use the Platform, as they will govern your use of the Platform. We recommend that you print or save a copy of these Terms for future reference.
- 1.5 By using the Platform, you confirm that you accept these Terms and that you agree to comply with them. If you are using the Platform in connection with your company/ business, the

terms 'you', 'your' or 'your company/ business' in these Terms are also a reference to the business/ company, ("Business") on whose behalf you act when using, registering or investing. If you do not want to be bound (or your Business to be bound, where applicable) by these Terms please do not access, use and/or contribute any content to the Platform or interact with any of its features.

- 1.6 If you have any queries or concerns regarding these Terms, please contact us using our contact details on the platform.

2. Accessing and using the Platform

- 2.1 Anyone can access the Platform subject to these Terms. However, to Invest in the Project You will need to register by signing up and creating an account. For that purpose, You must be at least 18 years of age or, if higher, the age at which you are legally recognised as an adult or legal person in your jurisdiction. To create an account, please go to the Sign Up page. To make an Investment, an Investor will require a valid payment method acceptable to Us.
- 2.2 In order to invest in the Project on the Platform and be able to use the services provided by us, you need to register properly on the Platform and to confirm your identity in ways required by the Platform.
- 2.3 You are not eligible to use the Platform if we have temporarily suspended or previously terminated your access to the Platform and we have not expressly authorised you in writing to resume using the Platform.
- 2.4 We try to make the Platform available at all times, but, of course, we cannot guarantee this. The availability of the Platform is subject to the provisions of these terms.

3. Account registration

- 3.1 Registration on the Platform shall be for a fee as will be required and indicated on the Platform.
- 3.2 You can sign up and create your account on the Sign Up page. You can also create an account on the Platform through such link provided on the Sign Up page. Whether using the standard registration process or registering through the link, you will be asked to confirm your acceptance of these Terms.

3.3 You must make sure that all the information you provide when you register with the Platform is true, accurate and current and complete.

3.4 If you change any of your registration details (e.g. email address, postal address), you must update your account.

3.5 We shall consider You to be registered if all of the following actions have been duly completed:

- a) All mandatory registration fields have been duly filled in with correct and full details;
- b) You have familiarised Yourself with the provisions of our Privacy Policy and, where required, have ticked the appropriate box to confirm such familiarisation;
- c) You have familiarised Yourself with the provisions of these Terms and have ticked the appropriate box to confirm such familiarisation and to express Your acceptance of the Terms;
- d) You have carried out all other actions required to be carried out and have provided all the information and/or documents requested by us from You and have met other requirements established for completing the registration procedure.

3.6 Registration on the Platform may be concluded by both a natural person and a legal person:

3.6.1 If You are registering as a natural person, You must be at least 18 years of age and able of concluding transactions by carrying out actions on the Platform and of assuming all civil rights and obligations arising from them;

3.6.2 If you are registering as a legal person or other person, the person carrying out the registration on behalf of such legal person should be a legal representative who has the appropriate mandate and/or all necessary decisions regarding the conclusion of transactions provided for by legal acts and/or internal documents of the legal or other person. You have to produce the documents demonstrating the right of representation as well as the documents demonstrating the right of Funding to conclude Funding Transactions on behalf of the legal person or other person (e.g., a decision of shareholders or of the Board backed by a power of attorney from the legal person).

3.6.3 After the proper registration on the Platform, a personal account shall be created for You. Until You are properly identified, You will only be able to perform very limited actions (e.g., view certain information, correct personal data, etc.) in Your personal account on the Platform.

- 3.7 A Person may have only one active account on the Platform.
- 3.8 The Platform shall have no obligation to verify Your right to invest and/or to take decisions on the conclusion of Funding. You are fully responsible for any actions which exceed Your mandate and for not updating the information about You and/or Your mandate.
- 3.9 All actions performed by You when You log in to the Platform shall be deemed to be performed on Your own behalf and for Your own benefit. You understand and acknowledge that all actions performed by You after You log in to the Platform shall be deemed to be Your proper consents and/or approvals.
- 3.10 You shall be fully responsible for the accuracy and relevance of the information, data and documents supplied by You. If You supply incorrect information and/or fail to update it in a timely manner when registering on the Platform, carrying out the registration and/or personal identification procedure or while using the Platform, You and/or the persons acting on Your behalf will be liable for any losses caused to us or to other persons by such actions.
- 3.11 To help us maintain the security of the Platform, You, and any person with whom you share your login details, must keep your login details confidential. Please do not share your login details with any person you do not know and trust or that is not involved in your Project (nor leave your device unattended whilst logged into the Platform) as you will be held responsible for all activities that occur on your account (with or without your knowledge) as a result of doing so. If you become aware of any misuse or unauthorised use of your login details, then you must inform us immediately by sending an email to us.
- 3.12 In the event that you have, or we have reason to believe that you have breached, or will breach these Terms, we may terminate or suspend your registration and/or access to the Platform and/or to any content made available on the Platform.
- 3.13 You can request deletion of your account at any time as long as you do not have any active Projects or any outstanding Earnings or Funding relating to unexpired Project you have invested in. Please email us to request deletion of your account.
- 3.14 We reserve the right to delete your account at any time.

4. Your privacy

We take your privacy very seriously. Please read our Privacy Policy to see how we use your personal information.

B. THE PROJECT, EARNINGS AND FUNDING

This section sets out the terms that apply to the Project, Earnings and Funding or other contributions you make in support of the Project.

1. Our role

1.1 What we do

1.1.1 We provide a platform for Pieme Residences to raise funds from Investors for its Project. We also enable Investors to make their funding for a stake in the Project. Through this Platform, we facilitate the Agreement for Funding and Earnings, subject to the terms in the Agreement also to these Terms.

1.1.2 Although we may from time to time promote and advertise Pieme Residences or help to raise awareness of their Project or Project Goals, we will not be involved in the management of or use of Funding in relation to the Project or its implementation nor will we directly offer or fulfil Earnings ourselves.

1.2 What we don't do

1.2.1 We do not accept any responsibility for the nature or quality of the Project or any Earnings, nor do we promise that Pieme Residences will do as they promise. The arrangements you make are solely private and the contracts relating to Project, Funding and Earnings are made directly between you and Pie Tech Limited (Pieme Residences) as the individual parties concerned. Accordingly, when using the Platform, you take full responsibility for your use.

2. Investors

2.1 Investors can contribute to the Project by Funding.

2.2 Your investment in the Project entitles you to a stake in the particular Sub-Project named in the Agreement as well as Earnings proportional to your stake as will be specified in the Agreement.

- 2.3 Once you have signed up, registered and created an account on the Platform, you may then proceed to begin on the process of funding the Project and signing the Agreement through your account.
- 2.4 Your username may be made publicly available on the Platform in connection with each Sub-Project in which you invest. Your details will also be shared with Pieme Residences.

3. Payment

- 3.1 Once you have confirmed the amount you wish to invest, you will be prompted to pay using the payment method you select. Any personal information you provide to the provider of the payment method you choose will be processed in accordance with its privacy policies and not ours. Please see our Privacy Policy for further details regarding your personal information and the third party service providers that we use.
- 3.2 Your Funding once made is transferred directly to Pieme Residences and the fee for use of the Platform is held on our secure account.

4. Cancelling your Funding and Refunds

You are unable to cancel any Funding once made in relation to the Project and no refund shall be made by Pieme Residences once the Funding process is made and completed.

5. Investor's Obligations

As an Investor, you shall:

- a) ensure that you have sufficient funds or credit available for Funding;
- b) ensure that any funds used for Funding will not result in a breach of applicable law.

6. The Agreement

The Agreement is made solely between Pie Tech Limited (Pieme Residences) and the Investor, subject always to these Terms. By making payment of the Funding to Pieme Residences, an Investor is making an offer to enter into a contract with Pie Tech Limited (Pieme Residences).

C. GENERAL PROVISIONS

This section sets out the terms that apply to everyone who uses the Platform.

1. Our content

- 1.1 All of the content on the Platform is owned by (and all copyright, trade mark and other intellectual property rights in that content shall at all times remain vest in) us or our licensors and is protected by intellectual property laws.
- 1.2 Our content includes any information or other material found on or via the Platform, including without limitation text, databases, graphics, videos, software and all other features found on or via the Platform.
- 1.3 We make the Platform, our content available through the Platform for your personal, non-commercial use only. You may view the Platform's pages and content online and print a copy of these Terms for your records. You may not otherwise reproduce, modify, copy or distribute or use any of the content on the Platform without our prior written consent.
- 1.4 To be clear, you are not in any circumstances permitted to:
 - a) make commercial use of any such content except for purpose of achieving the use for which it is intended on the Platform.
 - b) edit any such content; or
 - c) remove, obscure or otherwise tamper with any copyright and proprietary notices that relate to, or are contained within, the content.
 - d) The trade marks, logos and brands appearing on the Platform are owned by us or our licensors. No permission is given in respect of the use of any of these marks, logos or brands, and any such use may constitute an infringement of the holder's rights.

3. Third-party software

- 3.1 You acknowledge that you may need to download and activate certain software in order to use certain content available on the Platform. This software will be clearly identified on the Platform.
- 3.2 In order to use such third-party software or technology, you may have to accept the terms of a licence agreement with that third party. You acknowledge that we have no responsibility or control over such third-party software.

4. Links

- 4.1 You acknowledge that the Platform may include links to third-party websites. We do not review these third-party websites nor have any control over them, and we are not responsible for the websites or their content or availability.
- 4.2 We do not therefore endorse, or make any representations about them, or any content found there, or any results that may be obtained from using them.
- 4.3 If you decide to access any of these third-party websites, you do so entirely at your own risk.
- 4.4 If you use any linked websites, any personal information you give to them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their terms and conditions and privacy policy before you use their websites and provide any personal information.

5. Promises, liability and disclaimer

- 5.1 We promise that we will operate the Platform with reasonable skill and care. Otherwise, the content and services available on the Platform are provided on an 'as is' and 'as available' basis. We disclaim any and all promises, warranties, conditions, or representations relating to the Platform and its content, whether express, implied, oral or written. In particular:
 - a) We do not make any promises as to the truth, accuracy, integrity, quality or completeness of the content or information that appears on the Platform and you should not rely on it being accurate, truthful or complete.
 - b) We cannot guarantee and shall not be liable to you in relation to the performance or reliability of third party payment processing services.
- 5.2 You agree that your access and use of the Platform and its content is at your own risk. We do not have any knowledge of, or control over, the particular purpose(s) for which the information and content available on the Platform is used. The content and information that we make available on the Platform is provided for information only. Accordingly, we exclude any and all liability for any loss of any nature suffered by you as a direct or indirect result of your use of any of the information or content available on the Platform or of making any decision, or refraining from making any such decision, based wholly or partly on any

expression of opinion, statement or other information contained in the content available on the Platform.

5.3 By using the Platform you acknowledge and accept the inherent risks, characteristics and limitations of the internet, particularly in terms of technical performance of the Platform, response times to view, verify or transfer information; and the risks inherent in all third party links, connections and transfers via the internet. Accordingly:

- a) We do not make any promises about the availability or accessibility of the Platform or promise that your access to the Platform, the content on it or the services we provide will be delivered uninterrupted, timely or error-free;
- b) We are not responsible for any data or information uploaded by any Users including any content posted, uploaded or published on the Platform. It is your responsibility to make backup copies of any of the content you post, upload or publish on the Platform and we strongly recommend that you do so;
- c) We make no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, software you use to download the content, the Platform or the server(s) that make it available. In this respect you agree that it is your responsibility to install suitable anti-virus and security software on your computer hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content downloaded or otherwise obtained through the use of the Platform is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content;
- d) Whilst some websites may be linked to the Platform and we hope that you may find those websites of interest, no responsibility of any nature whatsoever is accepted for any such links or any information contained in them.

5.4 If you are dealing with us and Pieme Residences, you have certain rights, including in relation to the Earnings that you receive from Pieme Residences. Nothing in these Terms will reduce these legal rights.

5.5 We will not be responsible or liable if we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control.

5.6 Subject to these Terms:

IF YOU ARE AN INVESTOR THEN IF EITHER WE OR YOU FAIL TO COMPLY WITH THESE TERMS, NEITHER OF US SHALL BE RESPONSIBLE FOR ANY LOSSES THAT THE OTHER SUFFERS AS A RESULT, EXCEPT FOR THOSE LOSSES WHICH ARE A FORESEEABLE CONSEQUENCE OF THE FAILURE TO COMPLY WITH THESE TERMS. LOSSES ARE FORESEEABLE WHERE THEY WERE CONTEMPLATED BY YOU AND US AT THE TIME YOU ACCEPT THESE TERMS; AND

6. Indemnity

You agree only to use the Platform in accordance with these Terms. You agree that you will compensate us (and our employees, officers, agents and suppliers) in full for any damages, losses, costs and expenses, including reasonable legal fees we incur that arise out of any breach by you of these Terms (including as a result of any actions you take which disrupt access to and/or the functioning of the Platform) or any liability we incur as a result of the use of the Platform by you and any other person that uses your account with your permission or as a result of your negligence.

7. Copyright complaints

7.1 We respect the intellectual property rights of others, and we prohibit Users of the Platform from submitting, uploading, posting or otherwise transmitting any materials that infringe or violate another person's intellectual property rights.

7.2 It is our policy to comply with clear notices of alleged copyright infringement. If you wish to submit a notice of alleged copyright infringement or a counter-notice, please contact us using the contact details provided on the Platform.

7.3 Additionally, it is our policy to terminate usage rights and any applicable accounts or access of Users we determine to be repeat infringers of others' copyrights.

7.4 Content hosted on third-party websites accessible from the Platform is the responsibility of those websites, and not our responsibility. If you are the copyright owner of content hosted on a third-party website, and you have not authorised the use of your content, please contact the administrator of the hosting website directly to have the content removed.

8. Complaints about the Platform and requests for further information

- 8.1 We want to give you great customer service but sometimes things do go wrong. We can usually resolve most issues quickly, so please email us to tell us how we can help.
- 8.2 If you have any general complaints about the Platform or wish to request further information about the Platform, please contact us via email or by post to the address set out on the Platform, Contact us, and we will do our best to resolve these.
- 8.3 Any complaint made will be acknowledged within 2 working days of being received. We deal with all complaints promptly, fairly, and seriously and will investigate the matter fully. If the complaint concerns an individual at the Platform office, the complaint will not be investigated by the person who the complaint relates to. We will write to you with the outcome of our investigation within 8 weeks of the complaint being received.

9. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using the Platform, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on the Platform. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

10. General

- 10.1 Severability.** If any part of these Terms is found to be unenforceable as a matter of law, all other parts of these Terms will not be affected and shall remain in force.
- 10.2 Entire Agreement.** These Terms govern our relationship with you and represent our entire agreement with you.
- 10.3 Events or circumstances beyond our reasonable control.** If we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control, we will not be deemed to be in breach of contract. Such circumstances include, but

are not limited to, fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war.

10.4 References to 'including' and other similar expressions. In these Terms, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.

10.5 Assignment. You may not assign or otherwise transfer any of your rights under these Terms except with the consent of the Platform.

10.6 Waiver. If you breach these Terms and we choose to ignore your breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms again.

10.7 Exclusion of third party rights. These Terms do not create any right enforceable by any person who is not a party to them or any Contract made under them, except that the provisions of these Terms may be enforced by any of our licensors.

10.8 Language. These Terms may be presented to you in more than one language. However, the English language version of these Terms shall prevail. All contracts made under these Terms will be concluded in English.

10.9 Territory. The Platform is controlled and operated from the Uganda. If you choose to access the Platform from outside the Uganda, we make no representation that the content and operation of the Platform will comply with local laws.

10.10 Governing law and jurisdiction. Any disputes or claims between us arising out of or in connection with these Terms or any contract made under them (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of Uganda. If a dispute arises between us out of or in connection with these Terms or any contract made under them, we will both attempt to settle it by mediation. If either or both of us refuse to initiate the mediation procedure within 30 days of the dispute arising or if we both fail to agree terms of settlement within a further 40 days of the initiation of the procedure, either of us will be free to initiate proceedings in the courts of Uganda which will have exclusive jurisdiction to deal with such dispute.

Nothing in these terms shall deprive a User of the right to bring or defend proceedings in their home state nor of the protection afforded to them by the mandatory rules of law of the country in which they live.

11. Changes to these Terms and the Platform

- 11.1 We may make changes to these Terms at any time by sending you an email with the modified Terms or by posting a copy of them on the Platform. Any changes will take effect seven days after the date of our email or the date on which we post the modified terms on the Platform, whichever is the earlier. If you continue to use the Platform after that period has expired, it means that you accept any such changes. For this reason, please periodically check the pages on which we post our Terms. If you do not agree to the changes, you must cease using the Platform.
- 11.2 We reserve the right to change, suspend or discontinue the Platform website and/or the service we provide through it (including the availability of any feature, functionality database or content) at any time and for any reason. We may also introduce or remove limits on certain features or restrict your access to all or certain parts of the Platform without notice to you and without incurring any liability.

13. Contact us

Contact us via our email support@pieme.info