

# Gavin

## General Terms

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## 1. Contractual relationships

### *Key definitions*

"**Applications**" means the Gavin mobile apps, including the Website.

"**Coverage**" means the agreement between persons to comply with these General Terms and the Supplemental Terms.

"**Coverage Terms**" means the General Terms and the Supplemental Terms together.

"**Gavin**" means Bisurance Group B.V., a limited liability company, incorporated under the laws of the Netherlands, having its registered official seat in Amsterdam, the Netherlands, registered with the trade register of the Chamber of Commerce (Kamer van Koophandel) under number: 64730573.

"**General Terms**" means these general terms.

"**Risk-sharers**" means the persons that have entered into a particular Coverage with other risk-sharers.

"**Services**" means (i) the Gavin platform which Users can use to arrange Coverage with each other; (ii) Gavin's service to act as the Risk-sharer's pricing and claim handling agent for the limited purpose of setting the Cap for Risk-sharers on behalf of the other Risk-sharers and the handling of claims of Risk-sharers on behalf of the other Risk-sharers; and (iii) Gavin's service to act as an Risk-sharer's payment collection agent for the limited purpose of accepting payments from other Risk-sharers.

"**Supplemental Terms**" means the supplemental terms and conditions related to a particular Coverage, such as "*Gavin Phone*", "*Gavin Bike*" or "*Gavin Travel*".

"**Users**" means the persons that use the Applications.

"**Website**" means the websites of Gavin, including but not limited to [www.Gavin.com](http://www.Gavin.com).

These General Terms are applicable to any visit to or usage of the Applications, the Services and the Coverages, including all information that is being offered through the Applications, Services and Coverages.

PLEASE READ THESE GENERAL TERMS CAREFULLY BEFORE YOU USE THE APPLICATIONS, SERVICES OR COVERAGES.

### *Contractual relationship with Gavin*

Your contracting party for the Applications and Services is Gavin. Your access and use of the Applications and the Services constitutes your agreement to be bound by these General Terms, which establishes a contractual relationship between you and

Gavin. Gavin's responsibilities are limited to facilitating the availability of the Application and Services. If you do not agree to these General Terms, you may not access or use the Applications and Services. These General Terms expressly supersede prior agreements or arrangements with you. Gavin may immediately terminate these General Terms or any Services with respect to you, or generally cease offering or deny access to the Applications and the Services or any portion thereof, at any time for any reason.

### *Contractual relationship with other Risk-sharers*

Your contracting party for the Coverages are the other Risk-sharers. The Applications and the Services constitute a technology platform that enables users of Gavin's Applications provided to arrange Coverage with each other. If you choose to enter into a Coverage, you agree and understand that you enter into a Coverage agreement with Risk-sharers, and not with Gavin. The agreement between the Risk-sharers implies that Risk-sharers agree with each other that they will comply with these General Terms and the Supplemental Terms. If you are an Risk-sharer and another User accepts the Supplemental Terms to enter into a Coverage, you will enter into agreement with this User, in the manner described in these General Terms and the Supplemental Terms, and the User becomes a Risk-sharer.

### *Supplemental Terms*

Supplemental Terms are in addition to, and shall be deemed a part of, the General Terms for the purposes of the applicable Coverage. Supplemental Terms shall prevail over these General Terms in the event of a conflict with respect to the applicable Coverage.

### *Amendment of the General and Supplemental Terms*

Gavin may amend the General and Supplemental Terms from time to time. Amendments will be effective upon Gavin's posting of such updated General and/or Supplemental Terms at the relevant location. Your continued access or use of the Applications, Services and/or Coverage after such posting constitutes your consent to be bound by the General and/or Supplemental Terms, as amended.

### *Privacy policy*

Our collection and use of personal information in connection with the Services is as provided in Gavin's Privacy Policy.

## **2. Your use of the Applications and Services**

### *Key definitions*

**"Account"** means a personal user account for the Services.

**"Third-party Account"** means third-party social networking sites, including, but not limited to, Facebook and Google+.

### *License*

Subject to your compliance with these General Terms, Gavin grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use. Any rights not expressly granted herein are reserved by Gavin and Gavin's licensors.

### *Restrictions*

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit any portion of the Services except as expressly permitted by Gavin; (iii) decompile, reverse engineer or disassemble any portion of the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

### *Provision of the Services*

You acknowledge that portions of the Services may be made available under Gavin's various brand or product names, including "Gavin Bike", "Gavin Phone" and "Gavin Travel". You also acknowledge that the Services may be made available under such brand and names by or in connection with: (i) certain of Gavin's subsidiaries and affiliates; or (ii) independent Third-party Providers, including sellers and resellers of coverages.

### *Third-party services and content*

The Services may be made available through third-party services and content (including advertising) that Gavin does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Gavin does not endorse such third-party services and content and in no event shall Gavin be responsible or liable for any products or services of such third-party providers. Additionally, Apple, Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are

not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third-party beneficiary's terms of service.

## *Ownership*

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

## *User accounts*

In order to use most aspects of the Services, you must register for and maintain an active personal user Account.

You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account.

Account and further registration requires you to submit to Gavin certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method (e.g. debit card, credit card, PayPal or iDEAL). You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your restriction of access and use the Services or Gavin's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Gavin in writing, you may only possess one Account.

You can also register to join by logging into your account with Third-party Accounts (such as Facebook and Google+), via our Applications, as described below. As part of the functionality of the Applications and Services, you may link your Account with Third-party Accounts, by either: (i) providing your Third-party Account login information to Gavin through the Applications; or (ii) allowing Gavin to access your Third-party Account, as permitted under the applicable terms and conditions that govern your use of each Third-party Account. You represent that you are entitled to disclose your Third-party Account login information to Gavin and/or grant Gavin access to your Third-party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third-party Account and without obliging Gavin to pay any fees or making Gavin subject to any usage limitations imposed by such third-party service providers. By granting Gavin access to any Third-party Accounts, you understand that Gavin will access, make available and store (if applicable) any content that you have provided to and stored in your Third-party Account so that it is

available on and through the Applications and Services via your Account and profile page. Unless otherwise specified in these General Terms, all content from the Third-party Account, if any, will be considered to be content for all purposes of these General Terms. Depending on the Third-party Accounts you choose and subject to the privacy settings that you have set in such Third-party Accounts, personally identifiable information that you post to your Third-party Accounts will be available on and through your account on the Applications and Services. Please note that if a Third-party Account or associated service becomes unavailable or Gavin's access to such Third-party Account is terminated by the third-party service provider, then content from the Third-party Account will no longer be available on and through the Applications and Services. You have the ability to disable the connection between your Account and your Third-party Accounts, at any time, by accessing the "Settings" section of the Applications. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH THIRD-PARTY SERVICE PROVIDERS. Gavin makes no effort to review any content from a Third-party Account for any purpose, including but not limited to for accuracy, legality or non-infringement and Gavin is not responsible for any of such content.

Your Account and your Account profile page will be created for your use of the Applications based upon the personal information you provide to us or that we obtain via a Third-party Account as described above. You may not have more than one (1) active Account. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Gavin reserves the right to suspend or terminate your Account and your access to the Applications and Services if you create more than one (1) Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third-party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify Gavin of any unauthorized use of your Account.

### *User requirements and conduct*

The Service is not available for use by persons under the age of 18. You may not authorize third-parties to use your Account. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no cover in relation to unlawful products).

### *Promotional codes*

Gavin may, in Gavin's sole discretion, create promotional codes that may be redeemed for certain Services, or other features or benefits related to the Services and/or a Third-party Provider's services, subject to any additional terms that Gavin establishes on a per promotional code basis. You agree that promo codes: (i) must

be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Gavin; (iii) may be disabled by Gavin at any time for any reason without liability to Gavin; (iv) may only be used pursuant to the specific terms that Gavin establishes for such promo code; (v) are not valid for cash; and (vi) may expire prior to your use. Gavin reserves the right to withhold or deduct credits or other features or benefits obtained through the use of promo codes by you or any other user in the event that Gavin determines or believes that the use or redemption of the promo code was in error, fraudulent, illegal, or in violation of the applicable promo code terms or these General Terms.

### *User provided content*

Gavin may, in Gavin's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Gavin through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions. Any such user content provided by you remains your property. However, by providing user content to Gavin, you grant Gavin a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such user content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Gavin's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all user content or you have all rights, licenses, consents and releases necessary to grant Gavin the license to the user content as set forth above; and (ii) neither the user content nor your submission, uploading, publishing or otherwise making available of such user content nor Gavin's use of the user content as permitted herein will infringe, misappropriate or violate a third-party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide user content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Gavin in its sole discretion, whether or not such material may be protected by law. Gavin may, but shall not be obligated to, review, monitor, or remove user content, at Gavin's sole discretion and at any time and for any reason, without notice to you.

### *Network access and devices*

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for

acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Gavin does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

### 3. Coverage, pricing, claim handling and payment processing

#### *Key definitions*

**"Gavin Fee"** means the fee that Gavin charges to Risk-sharers for the use of the Services, which is calculated as a percentage of the amount paid out to Risk-sharers with a valid claim.

**"Cap"** means the maximum amount per month that Gavin Payments is allowed to deduct from a Risk-sharer's account. The Cap will be displayed to the User when the User is asked whether to enter into a particular Coverage.

**"Valid Claim"** means a claim submitted by a Risk-sharer and which has been (tentatively) validated by Gavin.

**"Contribution"** means the amount that is due and payable by a Risk-sharer at the end of a certain month. The Contribution is based on the claims validated by Gavin in the given month and/or any amounts outstanding from previous months and includes the Gavin Fee. The Contribution never exceeds the Cap.

#### *The agreement between Risk-sharers*

As stated, if you choose to enter into a Coverage, you agree and understand that you enter into an agreement with Risk-sharers, and not with Gavin. The agreement between the Risk-sharers implies that Risk-sharers agree with each other that they will comply with these General Terms and the Supplemental Terms. If you are a Risk-sharer and another User accepts the Supplemental Terms to enter into a Coverage, you will enter into agreement with this User, in the manner described in these General Terms and the Supplemental Terms, and the User becomes a Risk-sharer.

#### *The agreement between Gavin and the Risk-sharers*

Each Risk-sharer hereby appoints Gavin Pricing and Claim Handling as the Risk-sharer's pricing and claim handling agent for the limited purpose of determining the Cap for Risk-sharers and handling a claim from a Risk-sharer who has filed a claim, both on behalf of the Risk-sharers. Each Risk-sharer hereby appoints Gavin Payments as the Risk-sharer's payment collection agent for the limited purpose of accepting payments from other Risk-sharers.



## Cap setting

Gavin Pricing and Claim Handling sets in its sole discretion, on behalf of the Risk-sharers, the Cap for Risk-sharers, based on both the information received from the User and the Coverage Terms.

## Claim handling

If Gavin Pricing and Claim Handling handles a claim, it operates on the basis and within the boundaries of the Coverage Terms.

## Contribution calculation

If one or more claims qualify as a Valid Claim in a certain month and/or there are claims (partly) unpaid from previous months, Gavin Payments will calculate the Contribution per Risk-sharer for the given month.

## Contribution collection

Each Risk-sharer hereby appoints Gavin Payments as the Risk-sharer's limited payment collection agent solely for the purpose of accepting the Contributions from Risk-sharers. Each Risk-sharer agrees that payment made by a Risk-sharer through Gavin Payments, shall be considered the same as a payment made directly to a Risk-sharer with a Valid Claim, except for the Gavin Fee.

In connection with your entering into a Coverage, you will be asked to provide customary billing information such as name, address and payment method information either to Gavin Payments or its third-party payment processor(s). You agree that Gavin Payments is allowed to collect the Contribution, up to the Cap, in connection with your Account in accordance with these General Terms by one of the methods described on the Site or Application (e.g. your debit card, credit card, PayPal account or iDEAL account).

You hereby authorize the collection the Contribution, up to the Cap, by charging the selected payment method, either directly by Gavin Payments or indirectly, via a third-party online payment processor. If you are directed to Gavin Payments' third-party payment processor(s), you may be subject to terms and conditions governing use of that third-party's service and that third-party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services.

Gavin Payments, on behalf of the Risk-sharers, reserves the right, in its sole discretion, to (i) obtain a pre-authorization via your selected payment method or (ii) charge your payment method a nominal amount, not to exceed one euro (EUR 1), or a similar sum in the currency in which you are transacting (e.g. one British pound), to verify your selected payment method. Please note that Gavin cannot control any fees that may be charged to a Risk-sharer by his or her bank, card or account company

related to Gavin's collection of the Contribution, and Gavin disclaims all liability in this regard.

As a general rule, collection of the Contributions is performed within 5 days of the end of the month; if necessary, Contributions may instead be collected at a later point. You will be notified by us immediately after the collection of a Contribution. The invoice states the Contribution, the method of payment and the fee collected by Gavin. If we cannot deduct the Contribution at the third attempt or 15 days after the payment instruction, whichever comes first, Gavin can cancel the Coverage. The Risk-sharer has also no right to claim any damage that occurred during the period that the Risk-sharer failed to pay the Contribution.

In accepting appointment as the limited payment collection agent of the Risk-sharers, Gavin Payments assumes no liability for any acts or omissions of the Risk-sharers with respect of the collection of Contributions from Risk-sharers.

### Claim Handling

Each Risk-sharer hereby appoints Gavin Claim Handling as the Risk-sharer's agent for the purpose of handling claims from Risk-sharers with a claim on behalf of other Risk-sharers. Each Risk-sharer agrees that payment made by Gavin Claim Handling to a Risk-sharer with a Valid Claim, shall be considered the same as a payment made directly by a Risk-sharer, except for the Gavin Fee.

As a general rule, Gavin Claim Handling will initiate payment of the Valid Claim to the Risk-sharer who has filed a claim within 10 days from the end of the month in which the claim was validated by Gavin; if necessary, the payment may instead be performed at a later point. The payment may be full or partial compensation of the Valid Claim, which depends on the total number and size of Valid Claims in a certain month and the sum of all Caps in the given month. In case of partial compensation of the Valid Claim in a certain month, the payment of the remainder of the Valid Claim will be included in the payment round in one or more subsequent months. If the total claim amount cannot be paid out in three monthly payment rounds, the remainder may be cancelled at Gavin Claim Handling's sole discretion. A Risk-sharer with a Valid Claim will not have recourse against Gavin and other Risk-sharers for the remainder.

Each Risk-sharer understands that Gavin Payments accepts payments from Risk-sharers as the Risk-sharer's limited payment collection agent and that Gavin Claim Handling's obligation to pay the Risk-sharer with a Valid Claim is subject to and conditional upon successful receipt of the associated payments from Risk-sharers. Gavin does not guarantee payments by Gavin Claim Handling to Risk-sharers with a Valid Claim for amounts that have not been successfully received by Gavin Payments from Risk-sharers.

## Miscellaneous

If you owe any amount via Gavin Payments to Gavin, then Gavin Payments may (but is not obliged to) withhold the amount owing to Gavin from any payout amounts due to you as a Risk-sharer, and use the withheld amount to setoff the amount owed by you to Gavin. If Gavin Payments does so, then your obligation to pay Gavin will be extinguished to the extent of the amount withheld by Gavin Payments, and Gavin will cease to owe to you any obligations (including, but not limited to, any obligation to pay you) with respect to the amount withheld. In addition to the amount due, if your payment account is delinquent or you otherwise have chargebacks on your account, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees, or other third-party charges.

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same payment method used for the original payout to or payment by you, so that you end up receiving or paying the correct amount.

### **4. Disclaimers; limitation of liability; indemnity.**

You acknowledge and agree that you, and not Gavin, will be responsible for performing the obligations of the agreement with Risk-sharers, that Gavin is not a party to this agreement, and that, with the exception of its pricing, claim handling and payment obligations hereunder, Gavin disclaims all liability arising from or related to this agreement. You acknowledge and agree that, notwithstanding the fact that Gavin is not a party to the agreement between you and the Risk-sharers, (i) Gavin Pricing and Claim Handling acts as the Risk-sharer's pricing and claim handling agent for the limited purpose of handling a claim from a Risk-sharer on behalf of the Risk-sharers; (ii) Gavin Payments acts as the Risk-sharer's payment collection agent for the limited purpose of accepting payments from you on behalf of the Risk-sharers, and (iii) Gavin Claim Handling acts as the Risk-sharer's claim handling agent for the limited purpose of handling claims of Risk-sharers on behalf of the other Risk-sharers. Upon your payment of the Contribution to Gavin Payments, your payment obligation to Risk-sharers with a Valid Claim in that month is extinguished, and Gavin Claim Handling is responsible for paying the claim amount to a Risk-sharer with a Valid Claim, in the manner described in these General Terms. In the event that Gavin Claim Handling does not remit any such amounts to the Risk-sharer with a Valid Claim as described in these General Terms, such Risk-sharer with a Valid Claim will have recourse only against Gavin and not against the other Risk-sharers.

Unless otherwise agreed by Gavin in a separate written agreement with you, the Applications and Services are made available solely for your personal, noncommercial use.

**YOU ACKNOWLEDGE THAT GAVIN DOES NOT PROVIDE INSURANCE AS AN INSURANCE COMPANY.**

## *DISCLAIMER*

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." GAVIN DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE GENERAL TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, GAVIN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY SERVICES OR COVERAGES REQUESTED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. GAVIN DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF RISK-SHARERS OR THIRD-PARTY PROVIDERS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE OR COVERAGE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

## *LIMITATION OF LIABILITY*

GAVIN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF GAVIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GAVIN SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY RISK-SHARER OR THIRD-PARTY PROVIDER, EVEN IF GAVIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. GAVIN SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND GAVIN'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT RISK-SHARERS MAY OFFER PEER-TO-PEER COVERAGE SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL GAVIN'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED EURO (EUR 500).

GAVIN'S SERVICES MAY BE USED BY YOU TO GET COVERAGE FROM OTHER RISK-SHARERS, BUT YOU AGREE THAT GAVIN HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY COVERAGE PROVIDED TO YOU BY OTHER RISK-SHARERS OTHER THAN AS EXPRESSLY SET FORTH IN THESE GENERAL TERMS.

THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 4 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

## *Indemnity*

You agree to indemnify and hold Gavin and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these General Terms or the Supplemental Terms; (iii) Gavin's use of your user content; or (iv) your violation of the rights of any Risk-sharer.

## **5. Dispute resolution**

These General Terms are governed by Dutch law. Any dispute, claim or controversy arising out of or relating to these General Terms or the breach, termination, enforcement, interpretation or validity thereof, or the use of the Services or Applications will exclusively be handled by the competent court in Amsterdam, the Netherlands

## **6. Other provisions**

### *General*

You may not assign these General Terms without Gavin's prior written approval. Gavin may assign these General Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Gavin's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Gavin or any Third-party Provider as a result of this Agreement or use of the Services. If any provision of these General Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Gavin's failure to enforce any right or provision in these General Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Gavin in writing.

### *Notice*

Gavin may give notice by means of a general notice on the Application or Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account.

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## Annex 1: General terms for all Coverages

### Your Coverage.

The Applications and the Services constitute a technology platform that enables users of Gavin's provided mobile applications or websites to arrange Coverage with each other.

#### 1. The contractual relationship

If you choose to take out Coverage, you agree and understand that you enter into an agreement with Risk-sharers, and not with Gavin.

#### 2. The legal status of the Coverage Terms

The Coverage Terms apply between the Risk-sharers. Gavin is not a party to the Coverage Terms, except for the contractual relationships between Gavin and the Risk-sharers explicitly set out in the General Terms.

### Beginning and end of your Coverage.

#### 3. Beginning of your Coverage

Your Coverage starts immediately after you have accepted the Supplemental Terms to the particular Coverage unless you have opted for a later starting date.

#### 4. End of your Coverage

Your Coverage will continue until you cancel it.

#### 5. How to cancel your Coverage

If you do not have an open claim, you may cancel your Coverage at any time. Your Coverage will stop immediately after you have cancelled it. You will receive a confirmation of your cancellation. Upon cancellation, Gavin will charge you one time the monthly Cap.

If you have filed a claim, you cannot cancel your Coverage until the claim has been fully paid out or rejected. If you nevertheless cancel before the claim has been fully paid out, you are no longer entitled to compensation.

#### 6. Gavin's right to cancel your Coverage

Gavin can cancel the Coverage without prior written notice if you:

- fail to pay the contribution after three attempts at payment collection or after 15 days from the payment instruction, whichever comes first; or
- make a claim which we consider to be fraudulent with reference to paragraph 16 below.

#### 7. Gavin's right to amend the Supplemental Terms and/or your Cap

The Supplemental Terms and your Cap are fixed for one (1) year.

Gavin may nevertheless amend the Supplemental Terms and/or your Cap by giving you 14 days written notice in material adverse situations: significant adverse claims experience, significant increase in Gavin's operating costs, serious economic factors,

and changes in legislation and taxation. In such situations, you may cancel your Coverage at no cost.

## 8. Automatic end of your protection

Your protection will end automatically if you no longer have an interest in your Coverage, for example, if you have sold your protected phone. You are responsible for cancelling the Coverage in your personal dashboard.

Your protection will also end automatically if you move to another country. You are responsible for cancelling the Coverage in your personal dashboard and taking out a new Coverage based on the country to where you have moved.

## Information and updates.

### 9. Three days to complete information

You must provide all the relevant additional information about the protected product as requested by Gavin within three days. If you fail to do this, Gavin Claim Handling may decide not to compensate your claim or not to compensate you fully. Furthermore, Gavin may terminate your Coverage.

### 10. Information about changes to the Coverage terms

Gavin will carefully and in a timely manner inform you about changes in the Coverage Terms. You will be notified about such changes by e-mail.

### 11. Information about your personal situation

You must immediately update the personal information and Coverage-related information you provided upon conclusion of the Coverage if there are changes to this information. For example, you must inform Gavin if you have a new email address or your family composition has changed.

### 12. Incorrect information

If the information you have provided is incorrect, Gavin Claim Handling may decide not to compensate your claim or not to compensate you fully. Further, Gavin may terminate your Coverage.

Similarly, if you are underprotected, meaning that the value of the protected item is greater than the Coverage taken out, Gavin Claim Handling may not pay full compensation but may pay proportionally.

## Exclusions for all Coverages.

Coverage in the following circumstances, or for the following goods, is excluded:

### 13. Types of excluded damages

- **Inherent defects.** The Coverages do not provide coverage for inherent defects and breakdowns that are not the result of a sudden external force. If your belonging does develop a fault, without a sudden external force, the damages are not covered. You should then contact the manufacturer.

- **Cosmetic damages.** The Coverages only cover damage if it stops the normal functioning of your belonging. If it is just a scratch or dent, and your belonging still works as expected, then we will not repair or replace it.
- **Consequential damages.** The Coverages do not cover any cost or losses that cannot be resolved by the repair or replacement of your belonging other than as specifically provided in the Supplemental Terms. Costs which would have been payable if the event being the subject of a claim had not occurred are also not covered since they do not qualify as damages (for example, the cost of meals which you would have paid for in any case).
- **Modification damages.** If your belonging has been modified in any way, only the belonging is covered, not the modifications. A modification is any change in the way your belonging looks or operates from the original specifications.
- **More than two loss or theft claims.** There is a limit of two successful claims for loss or theft for each protected item in any twelve month period, beginning from the start date. For example, if you take out a Coverage on the 1st of January, you are limited to two successful claims for loss or theft until the 1st of January of the following year. There is no limitation on claims for damage.
- **Early damages.** The Coverages begin on the start date. Any incident which would result in the need to make a claim that happens before this date is not covered. If it concerns a cell phone, we may ask for evidence or contact the network directly in order to verify that the cell phone was being used after the start date of this policy. If we are unable to validate the cell phone was being used, we may decline your claim. There is a waiting period of 6 weeks for phones that are older than 4 weeks at policy start, in which claims will automatically be declined.
- **Restricted coverage and damages.** The Coverages do not cover any claim or provide any benefit to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose Gavin or its users to any government sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 14. Types of excluded (potential) causes

- **War, hostilities and terrorism.** Any claims directly or indirectly caused by, resulting from, or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Risk-sharer or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Risk-sharer whether war be declared with that state or not; or terrorist activity. For the purpose of this exclusion, terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section



of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect. This exclusion does not apply to claims regarding repatriation coverage.

- **Civil riots, strikes and industrial action.** Any claims arising from civil riots or strikes or industrial action of any kind (except for strikes or industrial actions which were not public knowledge when you booked your trip) whether the dates were publicly declared or not.
- **Epidemic outbreak.** Any claims arising out of, resulting from, caused by or contributed to any virus that is declared to be an outbreak or epidemic by the World Health Organisation or any Government or ruling body of a country that the outbreak or epidemic has occurred in.
- **Nuclear radiation.** Any claims directly or indirectly caused by or contributed to, by or arising from: Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste which results in the burning of nuclear fuel; the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it; pressure waves from aircraft or other flying objects travelling faster than the speed of sound.
- **Weapons of mass destruction.** Any claims arising from you being exposed to the utilisation of nuclear, chemical or biological weapons of mass destruction.
- **Natural phenomena.** Any claims directly or indirectly relating to an extraordinary natural phenomena such as floods, earthquakes, landslides, volcanic eruptions (including volcanic ash clouds), cyclonic storms, falling objects from space (including meteorites), and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.
- **Closure of airspace.** Any claims arising from the closure of national or international airspace, temporarily or otherwise, on the orders or recommendation of the national aviation authority.
- **Not taking care of your belonging.** If you do not take care of your belonging, we may not pay your claim. Taking care of your belonging means:
  - Not intentionally or recklessly damaging your belonging
  - Not engaging in risky behaviour with your belonging, such as calling or texting with your cell phone while driving or cycling
  - Not knowingly leaving your belonging somewhere it is likely to be lost, stolen or damaged
  - If you need to leave your belonging somewhere, you must lock it away out of sight if at all possible; if you cannot lock it away, then you must leave it with someone you trust or keep it concealed in a safe place
  - Making reasonable enquiries to find your belonging if you think you have lost it

If you knowingly leave your belonging where others can see it but you cannot and your belonging is then lost or stolen, we may not pay your claim. We will always take into account where you are and what you are doing when we assess whether you have taken care of your belonging. If we believe you have not taken care of your belonging, and have knowingly taken a risk with it, we may decline your claim.

The following are examples of being careless with a belonging:

- leaving a belonging on the table in a cafe or pub when you go to the bar to pick up your drink instead of taking it with you
- leaving your belonging on display in your car
- leaving your belonging in the care of someone you don't know well
- leaving your belonging on a bench in the changing rooms at the gym rather than taking it with you or locking it in a locker

All of these examples increase the risk of the belonging being lost, stolen or damaged and may result in your claim being declined. These examples do not represent an exhaustive list of the reasons a claim could be rejected (due to carelessness on your part).

- **Belongings left unattended.** Any loss, theft of, or damage to belongings left in an unattended motor vehicle is not covered if:
  - the items concerned have not been locked out of sight in a secure luggage area;
  - no forcible and violent means have been used by an unauthorised person to affect entry into the vehicle; or
  - no evidence of such entry is available.

In addition, the Coverages do not cover theft of valuables from an unattended motor vehicle; loss, theft of, or damage to, valuables from checked-in luggage left in the custody of a carrier and/or valuables packed in luggage left in the baggage hold or storage area of a carrier; or losses from a roof or boot luggage rack (other than losses of camping equipment).

A secure luggage area means the locked dashboard, boot/trunk or locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats; the fixed storage units of a motorised or towed caravan; a locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

- **Any theft of a bike when not secured.** The Coverages do not cover theft following abandonment, whereby your bicycle has been left in a publically accessible location. In addition, the Coverages do not cover claims in which the bicycle has not been secured through its frame using an approved lock, namely:
  - a bicycle lock listed by the national lock authority as indicated in the Supplemental Terms; or
  - any other specified lock accepted by us and specified in an endorsement.

Finally, the Coverages do not cover theft of any bicycle left unattended at any time unless:

- the bicycle is secured through its frame by an approved lock attached to an immovable object,

- it is in a building classified as a house, garage/outbuilding, flat, room, shed, where all external doors and windows are locked, and theft is occasioned by a forcible and/or violent entry. In this instance, the bicycle must be stored out of sight,
- it is in a building classified as a communal hallway, communal outbuilding, purpose-built bike container where all external doors and windows are locked and the bicycle has been secured through its frame to an immovable object, or
- it is locked in a vehicle and stored out of sight where theft is occasioned by a forcible and/or violent entry.
- **Risky behaviour.** There is no coverage when the damages are caused by your own risky behaviour. Claims arising or resulting from your engagement in the following may be rejected:
  - Behaviour which is known to increase the risk of damages or loss, such as calling or texting with your cell phone while driving or cycling.
  - Being involved in any malicious, reckless, illegal or criminal act.
  - Being under the influence of alcohol or drugs (except for those prescribed by a doctor), alcoholism or alcohol-related illness, drug addiction, solvent abuse, or self-exposure to needless danger (unless you are trying to save someone's life).
  - Consuming alcohol whilst taking any combination of medication or drugs known (or would reasonably be suspected) to cause drowsiness, impaired vision or judgement when combined with alcohol whether such drugs are prescribed or not. Note: Your claim can also be declined if you delay or refuse to allow the treating doctor, medical facility or the police to complete reasonable testing such as breathalyser or blood tests at our request and/or you refuse to make the report available to us.
  - Riding on a motorcycle, quad bike or any mechanically assisted cycle with an energy capacity in excess of 125cc and in any event if you fail to wear a crash helmet.
  - Driving a motor vehicle or riding a motorcycle, quad bike or any mechanically assisted cycle without an appropriate licence or when not insured under a motor insurance policy.
  - Engaging in manual work in conjunction with any profession, business or trade during your trip.
  - Climbing, jumping or moving from any balcony to another, regardless of the height of the balcony.
  - Fighting, except in self-defence, or taking part in any criminal act.
  - Interacting with wild animals of any kind.
  - Air travel within 24 hours of scuba diving.
  - Air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft).
  - Undertaking any sport or activity while under the age of 18 years without proper supervision by a responsible adult or without using or wearing appropriate safety equipment.
  - Any claims or costs caused or resulting from an event where any person or group acts for political, religious, ideological or similar

purposes with the intention to influence any government or put the public, or any section of the public, in fear, and the event leads to civil unrest.

- **Risky sports.** Claims involving the following sports are not covered as they involve too much risk:
  - Mountain Sports. Rappelling, mountain climbing. (Exception: hiking along established and passable paths.)
  - Water sports such as rafting, canyoning and kite surfing.
  - Air sports such as parachuting, parasailing, hang gliding, ultralight flying, bungee jumping.
  - Martial arts.
  - Participation in motorized speed contests, horse racing and practicing sports as (subsidiary) occupation.
- **Bankruptcy/liquidation of travel company.** Bankruptcy/liquidation of any tour operator, travel agent or transportation company.
- **Self-inflicted damages.** Your suicide, deliberately injuring yourself, any disinclination to travel, deliberately damaging goods.
- **Other (potential) causes.** The Coverages do not cover damages caused by:
  - ageing, wear, rot and long-term influences (such as moth or vermin)
  - dyeing, cleaning or repairing of the belongings
  - electricity problems (such as short circuit, over-voltage and electricity leaks)
  - confiscation or detention by customs or other lawful officials and authorities

## 15. Types of exclusions regarding care and repatriation

- **Ignoring medical advice.** Any claim arising from you acting in a way which goes against the advice of a medical practitioner.
- **Pre-existing health issues.** Any claim arising directly or indirectly from your health or anyone's health on which your trip depends that you knew about before your trip commenced.
- **Consequential loss or damage.** Any loss or damage directly or indirectly caused by the provision of, or any delay in providing, the care and repatriation services to which the cover relates, whether provided by us or by anybody else (whether or not recommended by us and/or acting on our behalf).

## 16. Fraud or claims without good faith

If you or anyone acting for you makes a claim which we, in our sole discretion, consider to be fraudulent or without good faith, we will reject your claim.

If that case we may:

- cancel the Coverage without prior written notice.
- be entitled to recover from you the amount of any claim already paid.
- inform the police of the circumstances.
- impose a penalty.

## Reporting of damages.

### 17. Your responsibilities

In case of damage, theft or loss, you have the following obligations:

- Try to limit the damage as much as possible. For example, if your travel documents and/or luggage have become wet, dry these as soon as possible.
- Report the damage, theft or loss to Gavin Claim Handling as soon as possible, in any case within 30 days.
- Collect all original invoices, bills and evidence that can be used to prove your ownership, as well as the age and value of the goods that were damaged, stolen or lost.
- If the damage, theft or loss was caused by a criminal act such as theft, burglary, robbery or vandalism, you must file a report with the local police immediately. If this is not possible, request a declaration to another government or official body, for example municipal or airport authorities. You need written evidence of the report.
- If your property is lost or damaged at an airport or during the flight, you must file a Property Irregularity Report (PIR) immediately. You will need written evidence of the report.
- You are required to assist Gavin Claim Handling in handling the claim. This includes:
  - Providing information and written statements if requested by Gavin Claim Handling or an expert engaged by it.
  - Forwarding immediately any documents you receive concerning your claim, such as letters, claim letters and subpoenas, to Gavin Claim Handling.
  - You may not pledge, issue or act in a way that may harm the interests of Gavin.
  - If there are insurance policies, laws or provisions that provide or compensate for the damage, you must specify which ones.
  - If Gavin compensates you for a damaged, lost or stolen good, we may ask you to transfer the ownership of the good to us. You are obliged to do that right away.
- Gavin Claim Handling is entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your name for Gavin's benefit against any other party.

If you fail to comply with these obligations, Gavin Claim Handling may decide not to pay compensation, or to only partly compensate you.

In addition, the Risk-sharer has no right to claim any damage that occurred during the period that the Risk-sharer failed to pay the Contribution.

### 18. Other coverage

If at the time of any claim covered under a Coverage, you have any other insurance or guarantee which covers the same damage, theft, loss or costs, you should first

claim under the other insurance or guarantee and if this is insufficient, we will only pay a rateable share of the claim.

## **19. Notification of damages and expiration of claims**

It is important that you report your damages within 30 days. The right to payment will lapse one year after the damage occurred. If you do not report within 30 days, Gavin Claim Handling will still consider your claim. However, the delay will make it difficult to investigate your claim, recover your belongings if they are lost or stolen, or stop any further damage to your belongings.

## **Privacy.**

You can trust that we treat all information you provide to us with the utmost care. We comply with applicable laws and rules. We also have rules regarding how we handle your data. These rules can be found in our privacy policy.

## **Complaints.**

Please inform us as soon as possible if you are dissatisfied with any of the services of Gavin Claim Handling. We will try to find a proper solution.

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