

GENERAL TERMS & CONDITIONS

Last updated: 23.01.2024

1. Introduction

These terms and conditions govern the use of services defined below, which are supplied by **kasko2go AG**, registered address: *Blegistrasse 9, 6340 Baar, Switzerland*, whose details are below (“kasko2go”, “we”, “us”, “our”) to any person whose application for our services we approve (“Customer”, “you”, “your”).

For the purposes hereof:

“Affiliate” of a Party shall mean any other individual or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities

“Confidential Information” shall mean any information, of whatever nature, in any form, concerning the business and affairs of the one Party or its intellectual property (the “Disclosing Party”) that the other Party (the “Receiving Party”) obtains or receives from the Disclosing Party

“Data Protection Laws” shall mean any applicable data protection laws in the Territory, and any regulations, applicable guidelines or other laws enacted thereunder

“Services” shall mean kasko2go services described in Section 3 of these Terms and also provided to you according to individual agreements

“Territory” shall mean a country or countries the Services shall be provided to the Customer.

Please read these Terms and Conditions carefully before using the Services.

2. Who we are

kasko2go is a young, innovative company and offer the first motor vehicle insurance in Switzerland to work completely via smartphone. With our product, you will be completely insured with our Swiss partner (Simpego Versicherungen AG) and can receive a bonus according to your driving behaviour.

Please be informed that our website also contains product descriptions and information provided by kasko2go, in order to provide visitors with the most complete and up-to-date information on all the business operations of kasko2go and its group companies.

Your access to and use of the Services is subject to your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and other parties who access or use the Service.

If kasko2go applies a discount it is used to attract the Customer's attention and provide him with information about the benefits and use of the product at the point-of-purchase.

By accessing or using our website you agree to be bound by these Terms. If you disagree with any part of the terms you should not use the Services.

3. Services

kasko2go undertakes to provide the Customer with the Services in the Territory as follows:

- A. Conducting a feasibility study to build a baseline risk assessment model (the "Model") by incorporating datasets provided by the Customer in combination with external parameters collected by kasko2go, and delivering to the Customer portfolio analysis based on the Model, providing detailed analysis and ongoing consultations on identifying opportunities to improve business performance.
- B. Commencing on the API Commencement Date (agreed upon separately), kasko2go will provide the Customer with access to the Model via an API, which should be made available for use at the discretion of the Customer. The API will enable the Customer to access the Model and receive profiling for each driver on demand (potential customer or existing insured).
- C. Commencing on the API Commencement Date, kasko2go shall provide to the Customer a support services: (i) Email, phone or live chat support to assist the Customer in solving problems with the Services; (ii) Assistance with logging in and managing user accounts; (iii) Assistance in setting up and using the Services to ensure a seamless log-in experience; (iv) Upgrade and maintain of the API and Model software, including bug fixes and performance enhancements; (v) Security updates of the API and Model software; (vi) Support for integration of the API into the Customer systems; (vii) Consulting the Customer on using the Services efficiently and get the maximum benefit; (viii) Troubleshooting and defect resolution.

The analysis as set forth above shall include the following:

- A. Deep risk segmentation of the portfolio: relation between kasko2go's rating and the Customer's claims experience.
- B. Identification of the most impactful dataset parameters on the portfolio segmentation.
- C. Misalignments between portfolio makeup, premium, and claims to improve pricing sophistication.

- D. Geographical grouping based on policyholder risk and price sensitivity.
- E. Profiling breakdown based on business lines, channels, vehicle data (e.g., traditional vs electric vehicle power or any other vehicle characteristics provided by the Customer), owner's or registered user's data (e.g., age, residence address) or any other characteristics provided by the Customer, etc.

In consideration of the provision of the Services according to these Terms and on a separately agreed and individual basis in the Territory, the Parties understand and agree that kasko2go is an independent and that nothing related to the Services, or shall be construed, to constitute kasko2go as the employee, agent, partner or joint venture of the Customer or as constituting the exercise by the Customer of control or direction over the manner or method by which kasko2go performs the Services.

A. Kasko2go's Representations

Kasko2go hereby represents, warrants and undertakes as follows:

- ✓ it is duly organized and validly exists under the laws of the Swiss Confederation
- ✓ it has the right, power and authority to enter into this Agreement and to fully perform all of its obligations hereunder
- ✓ the performance by kasko2go of its obligations hereunder will not violate or infringe upon the rights of any third parties
- ✓ it is familiar with the Services and is capable of providing them
- ✓ it has the experience, ability and resources to provide such Services
- 4. providing the Services by kasko2go will not result in any violation of, or conflict with, any organizational documents or other instruments governing kasko2go, and any applicable law, including (without limitation) Data Protection Laws, regulation or order, and will not result in any breach of, or constitute a default under, any agreement or instrument to which kasko2go is a party or under which it is bound, or otherwise require the consent or approval of any person, which consent or approval has not been obtained before
- ✓ it is familiar with, and, in providing the Services it shall adhere to and comply with, any applicable law.

B. The Customer hereby represents, warrants and undertakes as follows:

- ✓ it is duly organized and validly exists under the laws of the state in which it is registered for business
- ✓ it has the right, power and authority to use the Services
- ✓ the performance by the Customer of its obligations hereunder will not violate or infringe upon the rights of any third parties
- ✓ using of the Services and the performance by the Customer of any actions pursuant to that will not result in any violation of, or conflict with, any organizational documents or other instruments governing the Customer, and any applicable law, including (without limitation) Data Protection Laws

(as defined below), regulation or order, and will not result in any breach of, or constitute a default under, any agreement or instrument to which the Customer is a party or under which it is bound, or otherwise require the consent or approval of any person, which consent or approval has not heretofore been obtained

- ✓ it owns or has the right to use, free and clear of all liens, charges, restrictions and claims, all of the Customer Data provided to kasko2go related tin the Services, and has the right to provide the Customer Data to kasko2go
- ✓ it is and will at all relevant times remain in compliance with the Data Protection Laws, including, without limitation, providing any required notices, obtaining and documenting any required consents and/or authorizations to/from data subjects and/or other third parties, securing an appropriate legal basis under the Data Protection Laws for cross-border transfers, ensuring that the personal data is accurate and up to date, and implementing adequate security measures, as required under the Data Protection Laws.

Each obligation of a Party under these Terms to take or refrain from taking any action hereunder shall be deemed to include an undertaking by the Party to cause its Affiliates to take or refrain from taking such action.

Both Parties acknowledge that, at the time of using the Services, both Parties, their members of the board, council, if such has been created, a person having the right of representation, the procurator or the beneficial owners acting on behalf of the Party, or significantly influencing the Party comply with the effective regulatory enactments and decisions of international sanctions.

The Parties undertake to inform the other Party immediately, but not later than within 24 hours of any circumstances that may lead to violation of these Terms.

4. Parties Rights

A. Rights of kasko2go:

- ✓ kasko2go shall be entitled to involve or engage any third parties to provide the Services, however, that (i) kasko2go shall remain fully responsible for paying any remuneration due to such third parties in connection with the Services; and (ii) engagement of third parties shall not derogate from kasko2go's liabilities hereunder
- ✓ kasko2go might use Customer's name or mark and identify Customer as a client of kasko2go, on kasko2go's website and/or marketing materials after written approval.

B. Rights of the Customer

- ✓ the Customer may demonstrate the API for informational, and advertising purposes to its partners

- ✓ during the Term, the Customer shall be entitled allow third parties to use the APIs via a platform managed by the Customer (“Customer Third Parties”); provided, however, that: (i) the Customer pays the API Fee (as defined below) for each such use; and (ii) the Customer shall be liable for Customer Third Parties compliance with all the provisions of this Agreement. The Customer shall compensate, indemnify, defend and hold harmless kasko2go, its Affiliates and any of their respective representatives (herein referred to jointly and severally as “Indemnitees”) from and against any claim, investigation or liability including, product liability, damage, loss, costs and expenses, including legal costs, attorneys’ fees and litigation expenses - (i) incurred by or imposed upon the Indemnitees by reason of any acts or omissions of the Customer Third Parties, their consultants and Affiliates; (ii) which derive from use or other exploitation of the Model or the API and reports generated through it by Customer Third Parties, their consultants and Affiliates; or (iii) brought against any of the Indemnitees by any Customer Third Parties, for any reason whatsoever.
- ✓ the Customer, upon receiving written consent from kasko2go, may use Kasko2go’s name or mark and identify Kasko2go as a cooperation partner of the Customer, on the Customer’s website, social media and/or marketing materials
- ✓ the Customer shall be entitled to conduct an internal audit and request information related to the Customer’s data by kasko2go to the Customer at any time subject to kasko2go being informed at least 10 (ten) business days before by Customer.

5. Confidential Information

Confidential Information includes, without limitation, information constituting or concerning research, development, processes and methodologies; know-how, data, product architecture, designs and specification; algorithms, intellectual property, software, whether human-readable or machine-readable; product, marketing, sales and business development plans and strategies; competitive analyses; financial analyses and forecasts; cost and pricing data; procurement requirements and vendor information; customers and prospects; licensing and distribution arrangements; the identity, skills and compensation of employees and consultants.

The Receiving Party of Confidential Information may use the Confidential Information only for the purpose of assessing potential cooperation with the Disclosing Party and cooperation itself /service rendering if such is established.

The Receiving Party shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case, using no less than a reasonable degree of care as customary in the industry. Confidential Information shall not be disclosed by the Receiving Party to any third party without the prior written consent of the Disclosing Party. The Receiving Party shall not use the Confidential Information for any purpose other than mentioned above.

The Receiving Party shall hold the Disclosing Party's Confidential Information in confidence and shall not disclose any part of it to any third party except to its Affiliates, consultants or other involved persons for providing the Services (collectively "Representatives"); provided, that such Representatives are acting on behalf of the Receiving Party and are bound, either by Agreement or law, by confidentiality and non-disclosure commitments materially similar to those contained in these Terms.

If a Receiving Party is legally compelled to disclose the Disclosing Party's Confidential Information, the Receiving Party shall (a) provide prompt notice (if legally permissible) to the Disclosing Party so that the Disclosing Party can seek a protective order or other appropriate remedy; and (b) limit any such disclosure to the extent of the legal requirement and the disclosed information shall remain Confidential Information despite such disclosure.

Upon discovery of any prohibited use or disclosure, the Recipient shall immediately notify the Disclosing Party in writing, and shall make its best effort to prevent any further prohibited use or disclosure, however, such remedial action shall in no manner relieve the Recipient of its obligations or liabilities for a breach.

The Parties acknowledge that Confidential Information is unique and valuable, and that disclosure in breach of these Terms will result in irreparable injury to the Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality, the Disclosing Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or anticipated breach. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages, which shall include, but not be limited to court costs and attorney fees.

If a Receiving Party has disclosed the Confidential Information without permission of the other Party, the Receiving Party shall pay a contractual penalty in amount of EUR 10 000 (ten thousand euros) to the Disclosing Party for each case of unauthorized disclosure of the Confidential Information. The Receiving Party shall pay the contractual penalty within 10 days of receiving the claim for contractual penalty from the Disclosing Party.

The obligations set forth in this Section shall not apply to information which: (a) is or becomes (through no act or omission of the Receiving Party), generally available to the public; (b) becomes known to the Receiving Party or any of its Affiliates on a non-confidential basis through a third party who is not subject to an obligation of confidentiality with respect to that information; (c) was lawfully in the possession of the Receiving Party or any of its Affiliates prior to such disclosure; (d) is independently developed by the Receiving Party or any of its Affiliates; or (e) the Disclosing Party agrees is not confidential or may be disclosed, to the extent of that consent.

The terms and all contents of individual agreements of Parties shall be Confidential Information for all purposes hereunder. However, notwithstanding anything to the

contrary, the Parties may use the other Party's name in order to identify the Customer as its client to any third parties, such as potential clients and investors.

6. Governing law and jurisdiction

These Terms shall be governed and construed in accordance with the laws of the Swiss Confederation, without reference to principles of conflicts of law that would refer a matter to a different jurisdiction.

kasko2go or any other kasko2go group company's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between kasko2go group companies regarding our website, and supersede and replace any prior agreements we might have between us regarding the Service.

The Parties hereby irrevocably submit to the exclusive jurisdiction of the competent courts of the Swiss Confederation, in respect of the interpretation and enforcement of the provisions of the Services and all other disputes which may arise hereunder.

7. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will post these changes on the Website. It is your sole responsibility to periodically check the Terms for any changes. By continuing to access or use our website after those changes have been made, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Services.

8. Copyright

You may not reproduce, distribute, modify, or show in public any of the content on this website, including files downloadable from this website, without the permission of the trademark owner.

kasko2go trademark is owned by kasko2go.

9. No warranty

Our website is provided "as is" without any representations or warranties, express or implied. kasko2go or any other kasko2go group company makes no representations or warranties in relation to this website or the information and materials provided on this website.

Whilst kasko2go will try to ensure that our website is of highest standard, we do not warrant that this website will be constantly available, or available at all, or the information on this website is complete, true, accurate or non-misleading.

In no event kasko2go or any other kasko2go group company will be liable for any damages, including, but not limited to direct or indirect damages arising from or in connection with the use of the Website. Nothing on this website constitutes, or is meant to constitute, advice of any kind.

10. Indemnity and Liability

In no event shall any of the Parties be liable to the other Party or any of its Affiliates or to any third party for any consequential, incidental, indirect, special, punitive or exemplary damages (including, lost profits, business or goodwill, recourse claims) suffered or incurred by such other Party or its Affiliates or any third party, whether based upon a claim or action of Agreement, warranty, negligence or tort, or otherwise, directly or indirectly arising out of or in connection with or resulting from providing or using the Services or any recourse claims.

kasko2go expressly disclaims any and all other warranties or conditions, express, implied, statutory or otherwise, with respect to any of the results obtained, or products, if any, developed, created or produced in whole or part through application of the know-how or any other subject matter related to the Services, including any implied warranties of merchantability or fitness for a particular purpose.

In no event shall kasko2go be liable to the Customer and any of its Affiliates and to any third party for a total and aggregate amount in excess of 100% of the remuneration actually received by kasko2go during the twelve (12) month period preceding the event giving rise to such claim. This cap is cumulative and not per incident.

The Customer undertakes to compensate, indemnify, defend and hold harmless kasko2go, its Affiliates and any of their respective representatives (herein referred to jointly and severally as "Indemnitees") from and against any claim, investigation or liability including, product liability, damage, loss, costs and expenses, including legal costs, attorneys' fees and litigation expenses, incurred by or imposed upon the Indemnitees by reason of any acts or omissions of the Customer, its Representatives, Affiliates or which derive from use or other exploitation of the Services.

11. Other provisions

Each Party shall have the right to terminate any agreement related to Services, effective immediately, by a written notice provided to the other Party, in the event such other Party has materially breached this Agreement and has failed to cure the breach within 30 days after receiving a written demand to do so.

The Parties have agreed that all and any intellectual property rights to all and any objects, including, without limitation, the Model, created in connection with the provision of Services shall belong to kasko2go only, from the moment such objects are created.

The Parties have agreed that any correspondence between the Parties, including invoices of kasko2go, etc. can be submitted, signed by the Parties in electronic format with the signature affixed, and such documents are considered of the same legal force as the originals.

No delay or omission to exercise any right, power, or remedy accruing to any Party upon any breach or default under these terms, shall be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent, or approval of any kind or character on the part of any Party of any breach or default under this Agreement, or any waiver on the part of any Party of any provisions of these Terms, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either agreed by the Parties or by law or otherwise afforded to any of the Parties, shall be cumulative and not alternative.

If any provision of these Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable under applicable law, then such provision shall be excluded from these Terms and the validity, legality and enforceability of the remainder of these Terms and the remaining provisions shall not in any way be affected or impaired thereby; provided, however, that in such event using of these Terms shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

During the term of using the Services and for a period of 12 months after its expiry or termination, the Customer shall not: (i) directly or indirectly, solicit, hire or retain, as an employee, service provider or otherwise, any employee of kasko2go or induce or attempt to induce any such employee to terminate or reduce the scope of its engagement with kasko2go; and (ii) directly or indirectly, solicit or induce, or attempt to solicit or induce, any employee, service provider, agent, distributor, customer or supplier of kasko2go to terminate, reduce or modify the scope of such person's engagement with kasko2go or to provide the Customer services materially similar to the services provided to it by kasko2go.

Neither Party shall have the right to sell, assign, transfer or otherwise convey any of its rights or duties.

All notices and other communications required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the Party to be notified; (ii) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) ten (10) days after having been sent by registered or certified airmail, return receipt requested, postage prepaid; or (iv) three (3) days after deposit with an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

12. Contact us

If you have any questions about these Terms, please contact us info@kasko2go.com