

## **Our website app platform Terms of Use**

Thanks for visiting our website.

**CLAIMyExcess** website is owned by IT start-up company APPSOFT LTD.

The words like policy wording and Product Disclosure Statement (PDS) are also used interchangeably throughout our website and all our documents.

We, as a company provide only discretionary protection covers and not insurance, thus are not an Insurer and are not governed by the Insurance (Prudential Supervision) Act 2010.

Our Services are currently available in New Zealand.

We are a 100% NZ owned and operated company.

Your use of the website app is governed by these Terms of use and our Privacy Policy. Your access and use of [www.claimyexcess.co.nz](http://www.claimyexcess.co.nz) constitutes your agreement to these Terms of Use.

## **Acknowledgement**

Your use of our website app acknowledges your acceptance of these Terms of Use and our Privacy Policy.

Any failure or partial failure by us to exercise any right, power or remedy under these Terms of Use shall not operate as a waiver of our rights. These are the current Terms of Use and replace any other Terms of Use previously published on our website to date. Our Terms of Use may be varied at any time without notice (where permitted by law) for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of our website, by publishing the varied Terms of Use on our website. We will indicate on our website that these Terms of Use have changed; however, we are under no obligation to specifically contact or notify you of any variation to these Terms of Use. You accept that by doing this, we have provided you with sufficient notice of the variation.

By your use of our website after any variation, you are taken to have accepted the new Terms of Use

The following terms of use ('Terms') apply to all users of the **CLAIMyExcess** Application (website and mobile device) ('App') and to all services provided through the App by APPSOFT ('APPSOFT', 'we', 'our' or 'us'). By using the App platform you agree to these Terms and to our Privacy Policy.

**CLAIMyExcess** offers discretionary products to cover Excess, agreed value GAP, Financer Interest shortfall using parametric solutions\* - a concept that does not indemnify the pure loss, but *ex ante* (before the event) agrees to make a payment (at its absolute discretion) upon the occurrence of a triggering event using web, App and IT technology (including mobile, Internet and GPS) as a communication value based tool .

\*<https://en.wikipedia.org/wiki/Parametric>

## **1. Use of the Web/mobile App online**

1.1 The Application (website and/or mobile application) herein referred as 'App' allows all registered users (eKYC-both mobile device and online users) ('Users') to get a quote, bind as per the terms and conditions of the offered cover instantly by paying instantly. No refund is payable on cancellation (except within a cooling period of 15 days).

1.2 To use the App, Users must register online [www.claimyexcess.co.nz](http://www.claimyexcess.co.nz), and log in / register with their required details.

## **2. Requesting Quote**

2.1 A User may request a Quote by providing the information prompted by the App ('Request').

2.2 On receipt of a User's Request, built in algorithm may provide a Quote which will be notified to the User via the App. The Quote is inclusive of GST, additional taxes but excludes bank charges and transaction fees including that for the Credit Card.

## **3. Purchasing the CLAIMyExcess products**

You can create a valid quote and bind the cover with us which becomes operational after 15 days. The start and finish date (12 months period) is as shown in the Confirmation of Cover(CoC).

The process is simple and in three- simple-steps:

1. The quote based on the information you provide for the chosen product you are interested in and have selected., or –  
Alternatively we may contact you by telephone to assist in further completion of your quotation and if you have agreed to purchase the chosen Cover, we will create a Confirmation of Cover(CoC).  
You can exit our website and save your quote information at any time. Your quote and the information you provide will be stored for a period of at least fifteen (15) days. We will email you a link back to our website, which allows you to return to your quote and complete all required information.
2. Upon completion by you of all the relevant information you will be asked to confirm the information you have provided. Once you have confirmed the information you have provided, a summary of your quote is displayed.
3. If you wish to purchase the Chosen Cover in accordance with a quote provided to you by us via our website app, you may then accept that quote by pressing the "Buy Now" button prompted on our website. You are required to enter your credit card details in a secured payment platform to create a valid and binding Cover with us.

We are under no obligation to determine the authenticity or investigate whether authority has been provided for persons who have transmitted or issued electronic confirmations through our website

app. We may act on and process all completed confirmations transmitted or issued through our website app without further consent from, or reference to you.

#### **4. Deals and Specials**

As prevalent now-a-days in start-up e-commerce space, crowdfunding, ICO and in upcoming parametric solutions sectors; we may also extent exclusive deals to our preferred partners, sponsors, investors, etc. from time to time. Specials may also be offered through social media platforms.

By using deals and specials, you:

-acknowledge taking full responsibility for the contents, and

-Will not submit any content that is unlawful, or that may breach intellectual property rights, will not defame any person or organisation, is not obscene, derogatory or racist.

Permit us to publish any content you submit without any compensation and restriction of use

#### **5. Representations and Warranties**

By using the App, you expressly represent and warrant that you are legally entitled to enter into these Terms. If you reside where age restriction is applicable, by using the App, you represent and warrant that you have right, authority and capacity to enter into and abide by the Terms. You are using this App for your sole use and risk. You will not authorise others to use your user status/password, and you may not assign or otherwise transfer your user account to any other person or entity.

#### **6. User Conduct**

6.1 When using the App (including registration as a User or joining the **CLAIMyExcess** network), you must provide accurate, current and complete information. As the Cover provided are discretionary under this agreement so all benefits are contingent upon the truthfulness of the declaration exchanged and accordingly You have not withheld any information that may affect the acceptance of to enter into the contract, which implies a high standard of honesty greater than that usually required in most commercial contract. You must maintain the accuracy of such information by promptly notifying us of any changes. If you suspect unauthorized use of your account or access to your password, you should notify us immediately at [helpdesk@claimyexcess.co.nz](mailto:helpdesk@claimyexcess.co.nz)

6.2 You must comply with all applicable laws and regulations relating to your use of the App; not use the App for sending or storing any dummy Requests/quotes (without our consent), unlawful material or for fraudulent purposes. The App is used by you at your own risk. You will be solely responsible for any interference with mobile devices, computers or with other hardware or loss of data or financial loss. You will not:

a) Use the App to abuse, cause nuisance, annoyance or inconvenience

b) Impair the proper operation of the App or the CLAIMyExcess network

- c) Try to harm and /or defame the App directly or indirectly; and
- d) Clone, copy, resell, or distribute the App or other contents without our written permission.

6.3 You acknowledge and agree that:

- a) This agreement is concluded with us only, and not any intermediary, unless approved by us in writing.
- b) You shall not modify or make derivative works based upon the App;
- c) You shall not reverse engineer or access the App in order to:
  - i) Build a competitive product;
  - ii) Build a product using a similar idea, concept, features, functions, or graphics of the App; or
  - iii) Launch an automated programme or script, including, but not limited to, web spider, web crawler, or any similar tools which may make multiple server requests, or unduly burden or hinders the operations and/or performance of the App.

## **7. Proprietary Rights in Content**

7.1 CLAIMyEXCESS is our trade mark. All rights in respect of this trade mark are expressly reserved.

7.2 All other intellectual property rights relating to the App are our exclusive property and shall not be modified, copied, distributed, framed, displayed, or sold in any form without our prior written consent.

## **8. Linking**

The App may include links to third party apps/ materials ('Linked Websites'). We will not be responsible for the contents of any Linked Website or liable for any direct or indirect loss or damage suffered by you from accessing, using, relying on, dealing or trading with third parties. These links are provided to you only as a convenience, and the inclusion of any link does not imply our endorsement or any association with their operators. You are responsible for complying with/ their terms and conditions imposed/ conditions by them.

## **9. Electronic communications**

If you have opted to accept the terms of use of this App or at the point of registration by ticking the box, We may directly/indirectly, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages for vouchers, coupons, points, newsletters. You may request to unsubscribe at any time by sending us an email at [unsubscribe@claimyexcess.co.nz](mailto:unsubscribe@claimyexcess.co.nz)

## **10. Liability**

10.1 To the extent permitted by law we exclude all responsibility and liability in relation to the App and we will not be responsible for errors or misstatements or be liable whether in contract, tort (including negligence) or otherwise for any loss or damage however caused (whether direct, indirect, consequential, special, or loss of profits). Without limitation, we will not be liable to you for losses arising directly or indirectly from any failure, error, interruption, changes, suspension, discontinuance, use or content of the App.

10.2 We provide the App using our proprietary algorithms (subject to iteration from time to time) to/by analyse the data for information, modernisation of services and for management purposes. Without limiting the foregoing, we have no responsibility or liability for any loss, damage or injury which may be incurred by Users, or any third person as a result of Services provided.

## **11. Access Termination**

We may terminate your access to the App at any time for any reason without notice. We reserve the right to cease operating the App at any time.

## **12. Changes to Terms**

We reserve the right to change these Terms at any time. You hereby expressly acknowledge and agree to be bound by the Terms, and any future amendments and additions to these Terms as published from time to time at [www.claimyexcess.co.nz](http://www.claimyexcess.co.nz) and through the App. You are responsible for regularly reviewing these Terms. By continuing to use the App, you agree to be bound by the amended Terms.

## **13. Governing Law**

These Terms will be governed by New Zealand law. This (website and/or mobile application) herein referred as 'App' are intended for use only by those who can access it from within New Zealand. This site is governed by the laws of the New Zealand which you reside and any dispute or action arising out of this site shall be determined in accordance with such laws.

## **14. General**

14.1 No joint venture, partnership, employment, or agency relationship exists between you, us or any third party provider as a result of these Terms or use of the App unless agreed by us in writing, but on non-transferable basis.

14.2 Our Terms of Use may be varied at any time without notice (where permitted by law) for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of our website, by publishing the varied Terms of Use on our website. The failure by us to enforce any right or provision in these Terms shall not constitute or waiver of such right or provision unless acknowledged and agreed by us in writing. The Terms, in conjunction with the Privacy Policy comprise the entire agreement between you and us and supersedes all prior understanding, negotiations and/or discussions.

We will indicate on our website that these Terms of Use have changed; however, we are under no obligation to specifically contact or notify you of any variation to these Terms of Use. You accept that by doing this, we have provided you with sufficient notice of the variation. By your use of our website after any variation, you are taken to have accepted the new Terms of Use.

14.3 By making available any User content on or through the App , you hereby grant to us a worldwide, irrevocable, non-exclusive, transferable, royalty free license, with the right to sub-lease, sub-license, to use , view, copy, adapt, modify, distribute, sell, license , publically display, broadcast, stream such User content. You hereby acknowledge that you are solely responsible for all User content that you make available and agree to these Terms.

14.4 It is your responsibility to ensure that your computer is virus protected. APPSOFT LTD. accepts no responsibility for any loss you may suffer as a result of accessing or downloading information from this site.

14.5 Whilst we take all reasonable steps to ensure that the information contained within these pages is accurate and up-to-date, it is nonetheless supplied on an “as is” basis and accordingly we do not accept any liability for any errors or omissions. If you are in any doubt as to the validity of information made available within these pages, we recommend you seek verification by contacting us at [info@claimyexcess.co.nz](mailto:info@claimyexcess.co.nz)

14.6 Whilst we take all reasonable steps to ensure this website is always accessible we will not be held liable if, for any reason, the website is unavailable for any period. We may also have to suspend access to the website for routine or emergency updates and maintenance but we will endeavour to keep any disruption to a minimum. In addition we cannot warrant that this website will be free of viruses or defects of any description and we will not be held responsible for any technical problems you may suffer as a result of your use of this website/App.

## **Privacy Policy**

The following terms and conditions ('Privacy Policy') apply to your use of the **CLAIMyExcess** site/Application ('App'), and to all services provided through the App by APPSOFT Limited ('APPSOFT', 'we' or 'us'). This Privacy Policy is to be read in conjunction with the Terms of Use Agreement (collectively, these terms and the Privacy Policy are referred to as the 'Terms'). By using the App you will be deemed to agree to these Terms. If you do not agree to be bound by the Terms you must stop using and/or accessing the App.

### **1. Privacy Policy**

1.1 This privacy statement discloses the privacy practices for users of the App, including Users and Providers (as defined in the Terms and Use of Agreement).

1.2 Your privacy is important to us. We want you to understand the terms and conditions surrounding the capture and use of any information we gather via the App. To that end, this Privacy Policy discloses what information we gather, how we use it, and how to correct or change it.

1.3 If you feel that we are not abiding by this Privacy Policy or have any queries regarding the Privacy Policy, you should first contact us by email at [helpdesk@claimyexcess.co.nz](mailto:helpdesk@claimyexcess.co.nz) .

## 2. Collection of Information

2.1 We are the sole owner of the information collected on this App.

2.2 We will not sell, share, or rent this information, or information provided to us, to others in ways different from what is stated in these Terms.

2.3 We may collect information from Users and Providers at several different points on the App. We also gather, various information about the Users and Providers using this App. This information includes:

- a) personal information, provided by you when you register and use the App (such as your first and last names, DOB, email, phone number, gender, ratings, billing information)
- b) personal information, provided by you when using the App and/or through any other method (including without limitation correspondence, Requests, disputes, and non-payment);
- c) personal information provided by you about yourself, related entity, Providers relevant to the use of the App;
- d) information from your PC/mobile device, including device properties, device software and hardware platform, mobile phone carrier, geographical data, pixels and web beacons;
- e) location information transmitted by your mobile device or other location-aware device;
- f) information collected by us through click tracking in relation to your use of the App, including the content you provide and the content you access;
- g) aggregated data, which tracks traffic to the App; and
- h) cookies, which are pieces of information transferred to your mobile device/computer hard drive for record keeping (such as your preferences on the App).

2.4 Failure to provide necessary and correct personal information may amount to a non-disclosure.

## 3. Use of Information

3.1 If you participate in an activity on the App, your personal information will only be used for the purposes of that activity, unless you otherwise provide us with your consent.

3.2 Any personal information you provide may also be used by us for the following purposes:

- a) to send you periodic emails through your nominated email address;
- b) to obtain feedback on your use of the App or Services;

- c) verification of your / Providers identity ;
- d) to monitor, develop and improve the App and ensure that content of the App is presented in the most effective manner for you;
- e) to keep the App relevant and of interest to you;
- f) to investigate any complaints relating to the misuse of the App/ Services
- g) responding to any queries and/or comments you have sent to us; and
- h) such other use that you authorise.

3.3 You will have the option to choose NOT to receive certain types of email communications from us. Emails will always contain a link at the bottom to be removed from the mailing list.

#### 4 Disclosure of Information

4.1 We may share personal information with any of our licensees, assignees, funders, contractors, successors in title, associated companies, investors, shareholders, advertisers, partners and other affiliates for marketing and improvement. We may share aggregated information that includes non-nominative information and log data with VC's, Crowd funders, public or coin offering and/or trusted entities for industry analysis, demographic profiling and to provide advices as to where and /or how other business partners and/or trusted entities should propose or focus future services and/or pool resources individually and/or jointly.

4.2 We may also share personal information with other companies or individuals in the following limited circumstances:

- a) where we have your consent, such as by opting-in to receive communications from third parties;
- b) information may be disclosed to our employees or agents for the purpose of performing any services provided through the App;
- c) information may be disclosed to our angel investor(s) or to trusted individual(s)/ agencies for initial/ series of rounds towards funding;
- d) we may employ third party to facilitate our service, to provide the service on our behalf, to perform web development and/or other related services or to assist us in analysing the data to assess and improve further services. These third parties and/or our employees/consultants may have access to your information solely for the purpose of performing their role and responsibilities assigned;
- e) we co-operate with law enforcement agencies. We may disclose and/or on demand share the information which we believe is appropriate, to protect the property and our right or a right of a third party, to protect public safety or to stop an activity which we may consider a public risk, illegal, unethical, or legally actionable activity or requested by law enforcement agencies; and



f) we may sell, transfer or otherwise share some or all of our assets, including your nominative information, in connection with the merger, acquisition, reorganisation, or sale of assets or shares or in an event of bankruptcy.

4.3 By using this App, you consent to the use of your information for such purposes.

### 5. Cookies

5.1 A cookie is a piece of data stored on the end-user's device containing information that relates directly to the end-user's visit to the App. Any information placed in the cookie is accessible only to us, and will not be sold or shared with anyone else under any circumstances. For more information on cookies see: [http://en.wikipedia.org/wiki/HTTP\\_cookie](http://en.wikipedia.org/wiki/HTTP_cookie)

5.2 We may use a cookie file containing information that can identify the device you are accessing the App from. The cookie file is anonymous and isn't linked to you as a person. We may use the information generated by "cookies" to:

a) track traffic patterns to and from the App including information like the services you use, the time you spend on each service and the date and time of your visit; and

b) enable you to enter our App and use certain services without having to sign in each time.

Types of cookie that we may use on this website:

#### Strictly Necessary Cookies

These cookies are used to enable core site functionality and make the site easier for you to use. They do not contain any personal information and are automatically deleted when you close your browser.

#### Google Analytics Cookies

These cookies provide us with statistics on how our website is used. This means that we can measure how users interact with the website and make improvements to enhance its usefulness and understand user requirements.

#### Functionality Cookies

These cookies enhance the functionality of website by storing your preferences, allowing you an easier experience.

#### Performance Cookies

These cookies help to improve the performance of the website, providing a better user

5.3 You can choose to refuse cookies by turning them off and/or deleting them from your device. You do not need to have cookies turned on to use the App, but you may need them for customisable areas of the App that we may develop in the future. If your cookies are turned off, your experience of the App could be affected.

### 6. Log Files

We use IP addresses to analyse trends, administer the App, track users' movements, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

### 7. Links

This App may contain links to other apps/websites. Please be aware that we are not responsible for the privacy practices of such other apps/ websites. We encourage our users to be aware to read the privacy statements of each and every app/ website that collects personally identifiable information. This privacy statement applies solely to information collected by this App.

### 9. Holding, correcting and updating

9.1 Any personal information that you provide to us will be collected and held in secured cloud server with providers worldwide. Under the Privacy Act 1993 you have rights of access to and correction of personal information that we hold.

9.2 Although we take reasonable steps to ensure that all data we use is accurate, we depend on you to update or correct their personal information whenever necessary. If your personally identifiable information changes (such as your email address etc.), you can contact us by email at [helpdesk@claimyexcess.co.nz](mailto:helpdesk@claimyexcess.co.nz)

### 10. Security

10.1 As no data transmission over the Internet can be guaranteed to be completely secure, we cannot ensure or warrant the security of any information you transmit or receive through the App. These activities are conducted at your own risk.

10.2 The App uses cloud server technology - a refined, industry-wide, commercially reasonable security practices such as encryption, firewalls and SSL (Secure Socket Layers) for protecting your information which assists in making payments using plastic cards.

10.3 If you have any questions about the security of the App, you can send an email to [helpdesk@claimyexcess.co.nz](mailto:helpdesk@claimyexcess.co.nz)

### 11. Changes to Policy

We reserve the right to change this Privacy Policy at any time by notifying you of the existence of a revised policy by updating the "last updated" notice beside the link to this Privacy Policy. By continuing to use the App, you agree to be bound by the amended Privacy Policy. You should check from time to time to see if the Privacy Policy has changed or not.

Changed on ...01/07/2017

Disclaimer



## TERMS & CONDITIONS

All of the information presented is tentative and is subject to change at any time. None of the information herein should be construed as accounting, or investment advice of any kind. This document does not represent a solicitation for investment, nor does it represent an offering or sale, public or private, of any kind of financial instrument, security or otherwise, in any jurisdiction. This introduction is provided as-is, with the intention of describing a prospective software system.