



## KOVERNOW TERMS OF USE

Welcome to the mobile application KoverNow App (“App”) and website at [www.kovernow.com](http://www.kovernow.com) (“Website”) operated by KoverNow Pte. Ltd. (“KoverNow”, “we”, “us”, “our”). All uses of our App or Website, your use of any services or purchase of any insurance product or any transactions made through the App or the Website are subject to the following terms and conditions of use (“Terms of Use”). These Terms of Use apply in addition to, and do not derogate from the any other terms or conditions that expressly apply to a specific product or service accessed, supplied or provided by or via the App or third parties.

Please read these Terms of Use carefully before accessing or using any part of our App and/ or Website. By accessing, or using our App and /or Website, you agree that you have read, understand and agree to be bound by these Terms of Use, as amended from time to time, as well as the KoverNow Privacy Statement, which is hereby incorporated into these Terms of Use. If you do not wish to agree to these Terms of Use, do not download the App or access or use any part of our Website.

We may revise and update these Terms of Use at any time by posting the amended terms to this Website. If we make material changes to these Terms of Use, we will provide you with additional notice of such changes by updating the description of the App in the applicable App store and/or by providing in-App alerts. Your continued use of the App and/or Website means that you accept and agree to the revised Terms of Use. If you disagree with the Terms of Use (as amended from time to time) or are dissatisfied with this App and/ or Website, your sole and exclusive remedy is to discontinue using our App and Website. The most current version of these Terms of Use, which supersedes all previous versions, can be reviewed by clicking on the “Terms of Use” hyperlink on the Website and/or our App.

We reserve the right to amend, vary or change any information in the Application and these Terms of Use, provided that any revision shall not have any adverse effect upon the Services. We may suspend, modify and/or terminate the App, the Website and/or any Services, at any time, with or without notice to you, and without any liability whatsoever to you or any third party.

## WHAT WE DO

KoverNow is a corporate insurance agent, registered with the General Insurance Association of Singapore and is licensed as an insurance agent in Singapore where it offers its services.

KoverNow makes no representation that the products and services on this App and Website are appropriate or available for use outside of the jurisdiction where KoverNow is currently selling insurance. If you access this App or Website from other locations, you hereby acknowledge and agree that you are viewing the products and services on this App or Website for general informational purposes only. Selected products and/or services may be available in additional jurisdictions.

Through the App and the Website, we provide you with information about insurance products and services (“Policy(ies)”) distributed by us in partnership with licenced insurance companies, and we facilitate your application, purchase, and management of Policies through the App and/or Website (collectively, the “Services”).

We also provide a platform where you may upload images and information of your items, and receive a free estimate of the value of such items (“Estimates”). You acknowledge and agree that any such Estimates provided are for your personal use only, and may be affected by changes in market conditions, changes in condition of the item and/or normal fluctuations in market price. We do not make any warranty as to the accuracy of such Estimates and neither you nor any third party may rely on any such Estimates. We do not accept any liability to any person for any loss or damage which you or any third party may incur in connection with any such Estimates.

Except as specifically set forth herein the information contained in the App and/or the Website is not an offer to sell or any security, insurance product or other product or service. No security, insurance product or other product or service is offered or will be sold in any jurisdiction in which such offer or solicitation, purchase or sale would be unlawful under the securities, insurance or other laws of such jurisdiction. Some products and services may not be available in all jurisdictions.

## USING THE APP AND WEBSITE

### **a. Setting up a User Account**

To use and access the App, the Website and/or purchase or access the Policies and/or Services, you are required to set up an account with us (“User Account”) with a username and password (together, “Credentials”) and may be required to provide registration information about yourself (such as name, government issued identification number, mobile number, email address, address, etc.).

By registering for a User Account, you represent that you are of legal age to use the Services in accordance with these Terms of Use and to create binding legal obligations for any liability you may incur as a result of the use of the App, Website and Services. You warrant that all information supplied by you (including such information of members of your household or your travel companions, where applicable) in using the Services are true, accurate and up to date and that you have obtained the relevant consents from such persons to disclose their personal information to us. You agree to be financially responsible for all uses of the App, the Website and the Services by yourself and those using your User Account.

We may also require you to take further steps to authenticate your User Account and may ask you for further information and/or documentation and/or require you to take steps to confirm ownership of your email address, mobile number, bank accounts and/or credit cards linked to your User Account. You authorize us to take any steps and/or make any inquiries which we consider necessary to validate and/or verify your information, including verifying your information against third party databases or through other sources. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to the insurance providers and to fraud prevention, financial crime or other agencies and that these agencies may respond to our inquiries.

### **b. Obtaining a quote and purchasing a Policy**

We will provide a quote for a Policy (“Quote”) after completing and submitting the information requested on the App and/or Website. The Quote may change over time, depending on the changes of the underlying. However, we do not guarantee that we can or will provide a particular Policy or Service at any particular time or price or that a Policy will be available at any time. You acknowledge and agree that the coverage descriptions of any Policy provided in

this App and Website are general descriptions of potentially available insurance coverage products and services and are not a statement of contract or an invitation to contract.

All Quotes generated are based on information you provided on this App or Website, as well as, in some cases, information we obtain from third parties. To obtain insurance coverage you must complete all the steps in this App or Website through the final application through this App or Website. If you decide you want to purchase a Policy online based on a Quote, and we offer you that option, you should provide us with the information requested and submit a request to purchase (“Insurance Application”). Your Insurance Application may require you to specify the period for which you wish to subscribe for the Policy.

Quotes do not constitute a contract or an invitation to contract, or a binder or agreement to extend, continue or renew insurance coverage. Your Insurance Application constitutes your offer to purchase the Policy, and is complete when we receive the electronic instruction offering to purchase insurance from us, and your Insurance Application is recorded within our database and is accepted by the Insurer. Your Insurance Application is subject to our normal approval criteria and/or underwriting process and are governed by the specific terms and conditions applicable to such Policy applied for.

We will let you know when your Insurance Application has been accepted by providing you with an in-App confirmation. Until you receive such confirmation, and until we receive full payment of your applicable premium, there is no binding insurance agreement. We do not accept liability for withdrawing a Policy or Service or for rejecting any Insurance Application for a Policy or Service for any reason.

You acknowledge that:

- any application for any Policy via the App and/or Website is subject to disclosure obligations, an approval process and relevant terms and conditions applicable to the Policy.
- all information and descriptions on the App and/or the Website do not necessarily represent complete descriptions of all terms, conditions and exclusions and the precise cover provided (as applicable) of a Policy. All these shall be included in the schedule of cover, policy documents and/or conditions of purchase issued to you to the extent

permitted by law, you will receive access to all Policy and/or associated insurance documents electronically through the App and/or the Website.

- you are entering into a direct contract with the relevant Insurer.

For those Policies and Services that are only available for purchase in Singapore, our App and/or Website is only intended for use by persons resident in Singapore and for insurance risk arising in or from Singapore only. Applications from non-Singapore Residents will not be accepted, unless otherwise stated. Unless otherwise stated, all transactions are quoted in and are payable in Singapore dollars.

### **c. Mandatory know-your-customer obligations**

If you offer to purchase any Policies or enter into any transactions through the App or the Website, we reserve the right to request you to submit know-your-client information/documents from time to time as part of ongoing monitoring and due diligence and to comply with applicable laws. If you have a Singpass account issued by the Singapore government, you may be required to log-in and authorise us to access certain of your information.

### **d. Payment**

In order to be able to make purchase and make payments for Policies and Services, you may link credit/debit cards (“Cards”) and/or bank accounts (“Bank Account”) to your User Account through the App and/or Website or by such other means prescribed by us from time to time. By registering and linking your credit/debit cards and/or bank account with your User Account, you authorize us, as the case may be, to confirm that such Cards are in good standing with the issuer, including, but not limited to, us submitting a request for a payment authorization and/or debit to the relevant Card, in accordance with the relevant card association rules as applicable and/or authorise us to debit your linked Card or Bank Account for the amount of any of your purchases of Policies and/or Services when the Card or Bank Account is used as a payment method pursuant to these Terms of Use. You can stop the continuous authority in respect of any Card or Bank Account by removing that Card or Bank Account as a payment method in your User Account.

You also authorize us to obtain from time to time a credit report and/or to otherwise make credit or other background inquiries as we deem appropriate to evaluate your User Account for or continued use and access to the Services.

You understand that cover for any Policy purchase will only commence when relevant premiums are paid in full.

#### **e. Making a claim on your Policy**

You agree that all claims made on a Policy shall be via the submission of a claims request through the App and/or Website together with any required information. You may also contact us at [claims@kovernow.com](mailto:claims@kovernow.com) to assist you with any claims.

If you file a claim under your Policy, the information you submit, and the loss are subject to review and verification. We reserve the right to request additional information. Any claim is subject to the provisions in your policy. You acknowledge that while we handle the claims process, the Insurer makes the ultimate decision on the payment of any claims submitted by you.

#### **f. Cancellation of Policy**

Unless otherwise specified, you may cancel your Policy at any time by submitting a termination request via the App, provided that any termination shall only be effective on the first day of the next month in which you submit a termination request.

### **PROHIBITIONS**

You agree to use the KoverNow App and Website only for lawful purposes.

Specifically, you agree not to do any of the following: (i) upload to or transmit on the App or Website any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner; (ii) use the App or Website to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction; (iii) intercept or attempt to intercept electronic mail not intended for you; (iv) misrepresent an affiliation with any person or organization; (v) upload to or transmit on the App or Website any advertisements or solicitations of business; (vi) restrict or inhibit use of the App or Website by others; (vii) upload or otherwise transmit files that contain a virus or corrupted data; (viii) collect information about others (including e-mail addresses) without their consent; (ix) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the App and/or Website or that you have a

contractual obligation to keep confidential (notwithstanding its availability on the App or Website); (x) post “spam,” transmit chain letters or engage in other similar activities; or (xi) engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the App or Website, or which, as determined by KoverNow, may harm KoverNow or users of the App and or Website or expose them to liability.

Any content and/or opinions uploaded, expressed, or submitted to a message board, forum, blog, chatroom or any other publicly available section of the App or Website (including password-protected areas), and all articles and responses to questions, other than the content provided by KoverNow, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of KoverNow. You understand and acknowledge that you are responsible for whatever content you submit, and you, not KoverNow, have full responsibility for such content, including its legality, reliability, and appropriateness. By uploading, or otherwise transmitting material to any area of the KoverNow Website, you warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post it to the App or Website. You grant to KoverNow the right to use all content, you upload or otherwise transmit to the App or Website in any manner KoverNow deems appropriate to maintain and improve its services.

We reserve the right, but do not assume any responsibility, to (i) remove any material posted on the App or Website which KoverNow, in its sole discretion, deems inconsistent with the foregoing commitments, including any material KoverNow has been notified, or has reason to believe, constitutes a copyright infringement; and (ii) terminate any user’s access to all or part of the App or Website. However, KoverNow can neither review all material before it is posted on the App or Website nor ensure prompt removal of objectionable material after it has been posted. Accordingly, KoverNow assumes no liability for any action or inaction regarding the transmission, communication or content provided by third parties. KoverNow reserves the right to take any action it deems necessary to protect the personal safety of users of this App and Website and the public; however, KoverNow has no liability or responsibility to anyone for performance or non-performance of the activities described in this paragraph.

Your failure to comply with the provisions of these Terms of Use may result in the suspension or termination of your access to the KoverNow App and Website and/or your User Account and may expose you to civil and/or criminal liability.



## **COPYRIGHT RESTRICTIONS AND USE OF CONTENT**

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You may not copy, modify, create derivative works of, publicly display or perform, republish, store, transmit or distribute any of the material on this App or Website without the prior written consent of KoverNow, except to: (i) store copies of such materials temporarily in RAM, (ii) store files that are automatically cached by your web browser for display enhancement purposes, and (iii) print a reasonable number of pages of the Website; provided in each case that you do not alter or remove any copyright or other proprietary notices included in such materials. Neither the title nor any intellectual property rights to any information or material in this App or Website are transferred to you but remain with KoverNow or the applicable owner of such content. Except as expressly authorized by us in writing, you may not reproduce, sell, or exploit for any commercial purposes (i) any part of this App or Website, (ii) access to the App or Website, or (iii) use of the App or this Website or of any services or materials available through this App or Website.

## **TRADEMARK; INTELLECTUAL PROPERTY RIGHTS**

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enterprise. Nothing in these Terms of Use shall be understood as conferring any rights of use in relation to any trademarks associated with the App and/or Website.

## **MARKETING AND PROMOTIONS**

We may from time to time run campaigns/contests or promotions in relation to the Policies and/or Services (collectively, “Promotions”). Additional terms may apply to such Promotions. If the additional terms for a Promotion conflicts with these Terms of Use, the additional terms applicable to the Promotion will prevail. If any points, discounts, promotion codes or any value in whatever form are awarded by us to you in connection with any Promotions, you acknowledge that such awards cannot be withdrawn as cash. Unless otherwise notified by you, you agree that we may send you in-App notifications relating to promotional and marketing activities from time to time.

## **DEALINGS WITH THIRD PARTIES**

If you choose to correspond, participate in a promotion, or engage in transactions with any third party found on, or through this Website, you acknowledge and agree that KoverNow is not a party to, and will not be responsible for, your interaction with such merchant, including its treatment of your information and the terms and conditions applicable to any transaction between you and the merchant. The terms of your interaction with any merchant are solely between you and such merchant. You agree that KoverNow will have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such merchants on or App and/ or Website.

## **NO ADVICE AND NO RELIANCE**

We do not provide you with any personal, financial, investment or any insurance advice of any kind. Our App and/or the Website and the information they contain does not take into account your particular financial or insurance position or requirements and you should always obtain independent advice before acting upon any of the information contained on our website or other links contained on our App and/or Website.

## LIABILITY OF KOVERNOW AND ITS LICENSORS

KoverNow does not assume any liability for the materials, information and opinions provided on, or available through, our App and Website (the “Site Content”). The Site Content is not and should not be construed as insurance advice or any approval, recommendation, endorsement or sponsorship by us. While every effort has been made to make the Site Content as complete and as accurate as possible, we do not warrant or represent the accuracy, correctness or completeness of any of the Site Content. Reliance on the Site Content is solely at your own risk and KoverNow disclaims any liability for injury or damages resulting from the use of any Site Content. You should make your own evaluation of the accuracy or completeness of any information, opinion, advice or other content available through the App and/or Website. Any insurance purchasing conclusions and decisions such as coverage amounts, limits and deductibles are completely and solely the responsibility of the insured. At the time of a claim, coverage will be determined in accordance with the terms and conditions of the applicable insurance policy and not the Site Content. Accordingly, you are encouraged to view/download a specimen of your actual policy documentation prior to making any purchase decision.

The App and Website, the Site Content and the products and services provided on or available through our App and Website are provided on an “as is” “as available” basis, without warranty or conditions of any kind, whether express or implied. You assume total risk and responsibility for your use of the App and the Services provided, including the submission of any personal information.

Neither KoverNow or any person associated with KoverNow makes any warranty or representation with respect to the quality, accuracy or availability of the App or Website. Specifically, but without limiting the foregoing, neither KoverNow nor anyone associated with KoverNow warrants or represents that the App or Website, the Site Content or the services provided on or through the App or Website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the App or Website, or the server that makes it available are free from viruses or other harmful components; or that the App and Website will otherwise meet and your needs and expectations. We shall not be responsible and you will be solely responsible for all liability arising from including but not limited to any loss or interruption of the Services or the unavailability of Services due to disruption of mobile or internet services. We specifically disclaim compatibility between the App and any software or hardware.



Except as expressly stated in these Terms of Use, KoverNow disclaims all warranties, conditions or other terms of any kind, express or implied, including any warranties or merchantability, fitness for a particular purpose, valuation, or non-infringement, to the fullest extent permitted by law. In no event will KoverNow, or its licensors, or contactors be liable for any damages of any kind, under any legal theory, arising out of, or in connection with your use, or inability to use the App or Website, the Site Content, any services on or through this App or Website, or any linked site, including any direct, indirect, special, consequential or punitive damages, including, but not limited to, personal injury, lost profits or damages resulting from delay, interruption of service, viruses, deletion of files or electronic communications, or errors, omissions or other inaccuracies in the App or Website or the Site Content, whether or not there is negligence by KoverNow and whether or not KoverNow has been advised of the possibility of any such damages.

## **SHARING AND PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION**

KoverNow's use of your personal information and our responsibilities in connection with protecting your privacy are described in our Privacy Statement (available on [www.kovernow.com](http://www.kovernow.com)) which is hereby incorporated by reference into these Terms of Use. You are prohibited from using any Services or other facilities provided in connection with the App or Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, KoverNow reserves the right to release your details to system administrators at other web sites to assist them in resolving security incidents. KoverNow reserves the right to investigate suspected violations of these Terms of Use.

KoverNow reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing KoverNow to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use.

**YOU AGREE TO WAIVE AND HOLD HARMLESS KOVERNOW AND ITS OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY KOVERNOW DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/ OR FROM ANY**

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ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER KOVERNOW OR LAW ENFORCEMENT AUTHORITIES.

## COMMENTS AND SUBMISSIONS

We welcome your comments. You may post reviews, comments, photos and other content on the App subject to these Terms of Use. You agree that a review posted by you may be wholly or partly used and placed by us at our sole discretion for marketing and promotion purposes on social media platforms, newsletters, special promotions, apps or other channels owned, hosted, used or controlled by us and our business partners. We reserve the right to refuse, edit or remove reviews at our sole discretion, but do not regularly review posted content.

If you do post comments, suggestions, content or submit material to the App and/or Website, and unless we indicate otherwise, you are deemed to have granted to us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media, including in the App, and in promotional materials and publications and as we may at our discretion see fit. You are deemed to have granted us the right to use the name that you submit in connection with such content. You understand that any postings to publicly available portions of the KoverNow App or Website are non-confidential and non-proprietary and are subject only to our obligations under the Privacy Policy, where applicable.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms of Use and will not cause injury to any person or entity; and that you will indemnify us for all claims resulting from content you supply. We reserve the right but not the obligation to monitor and edit any activity or content. We take no responsibility and assume no liability for any content posted by you or any third party. You further warrant that any content posted by you shall not contain any viruses, Trojan horses or infected files and shall not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and does not infringe any third party (intellectual property right, copyright or privacy) rights.

## **ADVERTISEMENTS AND LINKS TO OTHER SITES**

Our App and Website may contain advertisements and links to other third party applications or web sites on the Internet which are provided as a convenience to you and do not imply our endorsement of the linked websites/applications or association with their operators. KoverNow is not responsible for and shall not be liable for any loss, damages or injury arising from the access to and use of contents of those third party applications or websites. KoverNow does not endorse the content, products or services of any third-party Websites, including, without limitation, sites framed within the KoverNow's App or Website or third-party advertisements, and KoverNow does not make any representations regarding their quality, content or accuracy. Your use and access of third-party apps and websites is at your own risk and subject to the terms and conditions of use for such web sites. It is your responsibility to check the privacy policies and terms of service and usage of all third party sites that you visit prior to downloading or using any such third party applications or websites.

## **AGREEMENT TO CONDUCT ELECTRONIC TRANSACTIONS**

By downloading the App, setting up a User Account and using the Services you consent to transact business with us and to receive all communications from us electronically.

We will provide communications, including without limitation, disclosures, notices, transaction receipts, statements, confirmations, terms of use, responses to claims or customer support inquiries, alerts etc. to you by electronic means, for example, by posting it on the App, sending you an in-app message or push notification, emailing it to an email address that you have provided us, sending it as a text message to any mobile phone number that you have provided us, communicating with you through instant chat or making it available to you in your User Account (defined below). All notices by any of these methods will be deemed received by you no later than the earlier of when received or 24 hours after sent or posted. Your continued use of the Services constitutes your acceptance of such communications and notices.

Please note that we will assume that an electronic instruction is authentic. We have no obligation to authenticate the person issuing or transmitting the electronic instructions or to verify the accuracy or completeness of the electronic instructions. We may act on the electronic instructions sent or received through our App and/or Website without any reference to you.

## **NO THIRD PARTY RIGHTS**

These Terms of Use apply equally to and are for our benefit and our third party providers (including the Insurer) and licensors and each shall have the right to assert and enforce such provisions, providing the engagement and/or modification of any such party has obtained your prior written consent. Subject to the previous sentence, no provision herein is otherwise enforceable by any person who is not a party to these Terms of Use.

## **GOVERNING LAW**

These Terms of Use shall be governed in all respects and construed in accordance with the laws of Singapore. You agree to submit to the jurisdiction of the Singapore courts.

## **ENTIRE AGREEMENT**

These Terms of Use (which incorporate our Privacy Policy) contains all the terms agreed between you and Kovernow regarding its subject matter and supersedes and excludes any prior agreement, understanding or arrangement between you and Kovernow, whether oral or in writing.

## **NO ASSIGNMENT**

You may not assign or delegate or otherwise deal with all or any of your rights or obligations under these Terms. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms to any person without having to seek your permission.

These TERMS OF USE were last updated in August 2021.