



CACHET.ME TERMS OF USE

Version 0.5_24.07.2019

1. GENERAL CONDITIONS

- 1.1. These terms of use ("Terms of Use") regulate the conditions of use of the platform located on website www.cachet.me and on its subdomains (hereinafter the Platform) and the services provided therein.
- 1.2. User can use the Platform and the services provided therein only after agreeing with the Terms of Use.
- 1.3. By accepting these Terms of Use, it forms a legally binding User Contract between User and Cachet. These Terms of Use are applied for regulating the relations between the User and Cachet.

2. DEFINITIONS

- 2.1. Agreement – "Terms of Use" and "Privacy Policy" and any other potential agreements between the User and Cachet, if applicable.
- 2.2. Cachet – operator of the website cachet.me and Platform is Cachet OÜ, address Naadi 4-2, Tallinn 11912, Commercial Register code 14560702, e-mail info@cachet.me
- 2.3. Content – any data added to the Platform by the User or received by the User through the Platform in any format
- 2.4. Platform – platform based on the Website
- 2.5. Services – the services provided to Users via the Platform based on Terms of Use
- 2.6. Terms of Use – these standard terms of use for using Platform and Website
- 2.7. User – natural or legal person who has a registered user account on the Platform
- 2.8. User Contract – contract between the User and Cachet for the use of the Platform which is concluded by acceptance of the Terms of Use by the User
- 2.9. Website – cachet.me and its subdomains with their content

3. USING THE PLATFORM

- 3.1. To sign up, access and/or use the Platform, User must have an account. When creating a user account, the User must accept the Terms of Use. With the creation of the user account and acceptance of the Terms of Use a User Contract is concluded between the User and Cachet.
- 3.2. In case a User does not accept the Terms of Use or their amendments, he/she is not entitled to use the Platform and is obliged to immediately cease using the Platform.
- 3.3. Cachet may amend the Terms of Use unilaterally at any time by publishing the amendments at the Website. Cachet will inform the Users of the amendments in the Terms of Use at the Website and by e-mail at least 14 days before the amendments enter into force. If a User does not accept the amendments, he/she is entitled to cancel the User Contract before the amendments enter into force. If a User continues to use the Platform after the amendments have entered into force, it is considered that he/she has accepted the respective amendments to the Terms of Use.
- 3.4. The User confirms by creating a user account at the Platform that all the information and representations provided by him/her are correct: he/she is private person with full legal capacity (at least 18 years of age) or that he/she has all rights and authorisations for procuring the services on behalf of the User. The aforementioned representations are presumed to be accurate and Cachet is not obliged to verify these.
- 3.5. User is obliged to ensure that the Platform is in accordance with his/her needs.
- 3.6. Platform may only be used to the extent and purposes for which the Platform is created for and for which similar platforms are usually used for. User is obliged to use Platform in accordance with the Terms of Use and the possible tutorials of the Platform. User is obliged to immediately notify Cachet of abuse of his/her account or the Platform, the loss of his/her password or its falling into possession of third parties. In such case, Cachet shall do anything reasonably expected in order to



renew the password, limit the access to the account or make the account unavailable to the user.

4. PLATFORM

- 4.1. Platform is provided to the User on an “as is” and “as available” basis, meaning that Cachet is not giving any additional promises to the User or enter into commitments to edit the Platform or develop it any further. Cachet makes no warranty that the Platform will meet User’s requirements and/or will be constantly available, uninterrupted, timely, secure and/or error-free. Cachet will not be liable and/or otherwise responsible for any failure and/or delay in updating the services and/or any content. No advice and/or information, whether oral and/or written, obtained by User from Cachet and/or through the use of the Platform shall create any warranty not expressly stated in Terms of Use.
- 4.2. Cachet itself is not providing insurance cover and is not an insurance undertaker. Cachet is providing an insurance distribution platform where the Users can purchase the insurance product from the insurance provider listed.

5. USER'S CONTENT

- 5.1. On Platform, the User is able to store and manage their Content (mainly insurance policies). User ensures that all of the Content added to the Platform is in accordance with the Terms of Use and legal acts and that the User has all necessary permissions and approvals to add the Content to the Platform. User is prohibited to add to the Platform any Content that contains malware, software exploits etc. that damage or disturb regular functioning of the Platform.
- 5.2. Cachet takes all reasonable security measures in order to protect Content from unauthorized persons and malware and to ensure the preservation and confidentiality of the Content.
- 5.3. Cachet has no responsibility and / or liability for the deletion and / or accuracy of any Content; the failure to store, transmit and / or receive transmission of Content.
- 5.4. User hereby grants Cachet a worldwide, perpetual, non-exclusive, royalty-free license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display and perform the Content for purposes of providing the Platform and the Services.
- 5.5. Cachet will protect the confidentiality of the Content with at least reasonable care, will not use Content for any purpose outside the scope of the Agreement and these Terms of Use and will not disclose Content to any third party (except third party service providers directly supporting the functioning of the Platform or service providers agreed with the User). Upon notice to the User, Cachet may disclose Content if required to do so under law, statute, rule or regulation or legal process.

6. SUPPORT AND MAINTENANCE

- 6.1. The official service time for the Platform is 24/7.
- 6.2. In order to communicate with customer support the User can write to the e-mail support@cachet.me. Support is included during weekdays 9AM to 5PM EET and is included at no extra cost, unless otherwise expressed in the Agreement.
- 6.3. Cachet will strive to reply to all requests received by the client support within reasonable time but will not guarantee that the requests are replied to within certain time or that the requests receive answers satisfactory to the inquirer. User requests related to the rights granted by GDPR shall be dealt with within the time limits provided In the GDPR.
- 6.4. Cachet shall provide various helpful materials for the use of the Platform, available at the Platform and the Website.
- 6.5. Cachet reserves the right to optimize and develop the Platform further. In case of significant changes in the Platform, Cachet will send the Users a timely notification.
- 6.6. If using the Platform is disturbed due to a disturbance, malfunction or security threat, Cachet will



do anything reasonably possible in order to eliminate the disturbance or malfunction as soon as possible, but no later than 48 hours after finding out the error.

- 6.7. Cachet maintains the right to temporarily (for no longer than 30 minutes) and outside of ordinary business hours restrict the access to the Platform if it is needed for maintenance, development or updates. In extraordinary cases when the access restriction needs to last longer than 30 minutes, User will be notified in advance.

7. DATA PROCESSING

- 7.1. Cachet provides Platform to User where the User can receive and manage insurance policies. Personal data will be processed in accordance with the Privacy Policy, available at ([link here to the privacy policy document](#))
- 7.2. Cachet shall process personal data in Content only on lawful documented instructions from the User and for the purpose of providing the Service, unless required otherwise by the law. In such case, Cachet shall inform the User of such requirement in advance, unless otherwise stated by law.
- 7.3. Cachet shall promptly notify User of any facts known to Cachet concerning any accidental or unauthorized disclosure or use, or accidental or unauthorized loss, damage or destruction of personal data by any current or former employee, contractor or agent of Cachet or by any other person or third party. Cachet shall cooperate fully with the User to limit the unauthorized disclosure or use, seek the return of any personal data, and assist in providing notice if requested by the User.

8. FEES

- 8.1. Cachet is an insurance agent, therefore the fees for using the Platform are connected with the insurance products purchased.
- 8.2. Cachet maintains the right to change the price of the services on the Platform. Cachet will inform the Users of the changes in prices a reasonable time ahead.
- 8.3. User's failure to pay the fees may result in termination of the Agreement, which does not release the User from the obligation to pay the fees in full according to the Agreement for the services used.
- 8.4. Cachet is not obliged to refund already made prepayments.
- 8.5. User is aware that Cachet may use third party service providers to process payments and agrees to disclose their payment information to such third party.

9. LICENSE AND INTELLECTUAL PROPERTY

- 9.1. Cachet hereby grants to User a non-exclusive, non-transferable, limited license to use Platform's functionality for the intended purpose. User may use Cachet services only to the extent expressly authorized or licensed under this Term of Use. User shall not share data or content from the Cachet services with Cachet competitors and will not make Cachet products available to third parties to their business operations. User shall not use Cachet intellectual property rights for its own business operations or make Cachet intellectual property rights available in any manner to any third party for use in the third party's business operations or for any other commercial or production use, other than expressly permitted in this Agreement.
- 9.2. Cachet owns all intellectual property rights related to the Platform, Website and its services, including any and all software, tools, specifications, guidelines, domains, trademarks, business names and instructions provided by Cachet to User. User shall have no rights under this Terms of



Use in or to the Cachet trademarks, and shall not during the term, represent that it is the owner or licensee of the Cachet trademarks.

- 9.3. Cachet may process anonymized User generated data and Content for purposes of delivering services to User and for further development and continued improvement of Cachet services.
- 9.4. Website may contain references or links to third party websites. Cachet does not control the linked sites in any way, nor does Cachet monitor or check the contents of the linked sites. Cachet is not liable for the contents, correctness, reliability or data security of the linked sites.

10. CONFIDENTIALITY

- 10.1. Any personal data provided by the User directly to the Platform, insurance policies received by the Users through the Platform or data received from the Third-party sharing economy platforms are confidential.
- 10.2. For avoidance of doubt, User agrees that the information that the User is using the Platform is not confidential information and Cachet may use this information in its promotional materials, and vice versa.

11. LEGAL REMEDIES OF CACHET

- 11.1. Cachet is not obligated to check the Contents of the Users on the Platform, nor User activities on the Platform. Cachet is also not obligated to monitor User activity, information or the Contents they add to or transfer via the Platform, store in cache memory, or save. However Cachet **will** monitor any activities connected with abuse of the platform, incorrect use of Cachet services, incorrect content. At the same time, Cachet is obligated under the Information Society Services Act to inform competent supervisory agencies of possible illegal activity or of the information provided and identify the Users to whom it is providing the service of data storage.
- 11.2. If a User breaches the Terms of Use, the good practice of the Platform, or the applicable legislation, Cachet shall have the right to:
 - 11.2.1. eliminate the violation or unlawful Contents;
 - 11.2.2. request the elimination of the violation and require that the conduct or the Contents be brought into conformity with the Terms of Use, good practice or applicable legal acts;
 - 11.2.3. temporarily restrict the User's access to the Platform or any of its parts, including close the User's account temporarily;
 - 11.2.4. restrict the rights of use of the User.
- 11.3. If the violation by the User is repeated or material in some other way, Cachet has the right to:
 - 11.3.1. permanently forbid the User from using the respective part of the Platform, including to delete the User's account;
 - 11.3.2. terminate the User Contract without notice.
- 11.4. Cachet may restore the Contents that were removed from the Platform due to a complaint or re-establish access to them if Cachet is presented with convincing evidence of the compliance of the Contents to the Terms of Use, good practice, or applicable legal acts.

12. TERMINATION

- 12.1. User is entitled to unilaterally terminate the User Contract without cause at any moment by informing by e-mail or by deleting the account, unless otherwise regulated in the Agreement.
- 12.2. Cachet is entitled to terminate the contract with the User without cause by informing the User by e-mail or via the Website or Platform 30 days before the termination of the contract.
- 12.3. Cachet is entitled to terminate the contract immediately without prior notice if:
 - 12.3.1. User has submitted false information about it;



- 12.3.2. User has not used Platform continuously for at least a year;
- 12.3.3. person who has used Platform in the name of the User does not have the User's authorisation;
- 12.3.4. User is in any other way in violation with the Terms of Use.

13. LIMITATION OF LIABILITY

- 13.1. Cachet and its agents make no representations or warranties about suitability, reliability, availability, timeliness, or accuracy of the Services and all Services and content are provided "as is" without warranty or condition of any kind. Cachet disclaims all warranties and conditions of any kind, whether expressed, implied or statutory, with regards to the Services, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. Cachet shall not be expressis verbis responsible for the damage and other consequences that have arisen due to the following reasons:
 - 13.1.1. the Platform or Website does not function or functions improperly in some web browsers;
 - 13.1.2. misunderstandings or disputes between the Users and insurance providers;
 - 13.1.3. User has added Content to the Platform which is not in compliance with or not being processed in compliance with the Terms of Use, good practice or applicable legislation;
 - 13.1.4. changes in legal acts and in their interpretations, their impacts on the Users and implementing those changes in the Platform, unless it is obligatory to Cachet under the law or a court decision made regarding Cachet;
 - 13.1.5. force majeure and other faults and disturbances not caused or affected by Cachet which prevent the User from using the Platform, Website or its services;
 - 13.1.6. errors, damages or settings in the User's device that are unsuited for the use of the Platform or Website;
 - 13.1.7. delays, disruptions or failures in the use of the Platform or Website due to maintenance or development works;
 - 13.1.8. processing data by third persons to whom the User has given the consent to forward the data by Cachet;
 - 13.1.9. disruptions and failures in third party systems that affect the functioning and availability of the Platform and Website;
 - 13.1.10. loss of the User's password or its falling into the possession of unauthorized third party or its use by unauthorized third party.
- 13.2. To the extent permitted by law, in no event shall either party be liable for any indirect, incidental, punitive, or consequential damages, or loss of profits, revenue, data or business opportunity. Except for the User's liability for payment of fees, obligations according to the indemnification clauses and under User's liability for violation of Cachet's intellectual property rights, if, notwithstanding the other terms of the contract, either party is determined to have any liability to the other party or any third party, Parties agree that the aggregate liability of the party will be limited to total amounts User has actually paid for the use of the Platform and Services in the twelve (12) month period preceding the event giving rise to a claim.
- 13.3. Cachet shall not be liable for the management of the User's account, including any offenses committed using the Platform, irrespective if it was committed by a person authorised to use of the Platform or not.
- 13.4. Cachet shall not be liable for the delay in receiving an insurance policy by the User nor for any damage incurred thereby.
- 13.5. While Cachet takes all reasonable steps to ensure a fast and reliable service, it does not guarantee that the use of the Platform, Website and Services will be interruption or error free and



will not be responsible for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.

- 13.6. Cachet may assign or transfer any of its rights or subcontract any of its obligations under these Term of Use to any third party. The User may not assign or transfer any of the rights or subcontract any of the obligations under these Terms of Use except with the specific permission in writing from Cachet.
- 13.7. Force Majeure - neither party will be responsible for failure or delay of performance if caused by an act of war, hostility, or sabotage, natural disaster, electrical, internet, or telecommunication outage that is not caused by the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

14. RESPONSIBLE DISCLOSURE

- 14.1. Cachet accepts security researches if following responsible disclosure policy is followed. Otherwise it is considered as illegal attack or attacking attempt against the Platform and Cachet.
- 14.2. Cachet encourages security researchers to inform Cachet about any security vulnerability identified on the Platform following current responsible disclosure policy.
- 14.3. Security researchers should ensure that the vulnerability is not publicly disclosed before Cachet has had a reasonable period of 30 days to fix the vulnerability.
- 14.4. Details of any suspected or detected vulnerabilities is shared with Cachet by emailing support@cachet.me
- 14.5. To the reporting email is added:
 - 14.5.1. technical details about the vulnerability and how to reproduce it;
 - 14.5.2. the name and email address of the security researcher;
 - 14.5.3. whether you would like to be publicly credited with the disclosure.
- 14.6. It is prohibited:
 - 14.6.1. to access, download or modify data residing in any account that does not belong to that security researcher individual;
 - 14.6.2. to execute or attempting to execute any denial of service attack;
 - 14.6.3. to test in a manner that would degrade the operation of our services;
 - 14.6.4. to knowingly post, transmit, upload, link to, send, or store any malicious software on or through the Platform;
 - 14.6.5. to send or cause the sending of spam messages or other unsolicited messages to Users;
 - 14.6.6. any other security testing which violates applicable law or Terns of Use.
- 14.7. Requests for monetary compensation in exchange for disclosure of suspected vulnerabilities will be deemed non-compliant with this Terms of Use.