

## TERMS OF SERVICE - WECLAIM

*LAST UPDATED ON MARCH 27, 2022*

The present Terms of Service set forth the terms applicable to the usage of the mobile and web application commonly known as and identified under the name “WeClaim”, as managed by Granica Apps LLC. The present Terms of Service further provide the terms upon which WeClaim shall manage warranty claims submitted by warranty holders to Shopify merchants. While the WeClaim application may handle the administration of warranty claims for the Shopify merchants, WeClaim shall not determine the outcome of the claims nor shall WeClaim have any control over the terms of the warranty and the acceptance or refusal of any claims in connection therewith.

All users of the WeClaim application, including both merchants and warranty holders, shall be subject to and governed by these Terms of Service. If any user of the WeClaim application does not agree with these Terms of Service, even in part, such user’s sole recourse shall be to not use the WeClaim application.

### 1. DEFINITIONS

When employed in these Terms of Service, the term “**Granica Apps**” shall designate Graica Apps LLC, the limited liability company that developed, operates and manages the WeClaim application. For reference purposes, Granica Apps LLC’s head office is located in the State of Minnesota.

When employed in these Terms of Service, the term “**Application**”, or “**WeClaim**” shall designate the WeClaim web and mobile application developed and operated by Granica Apps.

When employed in these Terms of Service, the term “**Claim**” shall designate any warranty claim submitted by a Warranty Holder (as further defined) to the relevant Merchant (as further defined), pursuant to a valid and applicable Warranty (as further defined).

When employed in these Terms of Service, the term “**Dispute**” shall designate any dispute, difference or conflict involving a User (as further defined) and arising out of or relating to these Terms of Service.

When employed in these Terms of Service, the term “**Merchant**” shall designate a Shopify merchant who manages an online store selling Warranty(ies) (as further defined), and who has retained the Company’s Services (as further defined) to manage and handle the administration of Warranty Claims on behalf of the Merchant, the whole subject to these Terms of Service.

When employed in these Terms of Service, the term “**Services**” shall refer to all services offered by Granica Apps on WeClaim. The Services offered on WeClaim shall include, without limitation, managing Claims on behalf of the Merchant, transmitting correspondence emanating from the Merchant or the Warranty Holder to the appropriate party, and providing updates with respect to the evolution of the Claim on an as needed basis.

When employed in these Terms of Service, the term “**Warranty**” shall refer to any one (1) or more warranty(ies) or extended warranty(ies) offered and sold by the Merchant.

When employed in these Terms of Service, the term “**Warranty Holder**” shall refer to the customer of the Merchant’s Shopify store, who has duly purchased any one (1) or more valid and applicable Warranties.

When employed in these Terms of Service, the term “**Users**” shall refer to any and all users of the Application, including both Merchants and Warranty Holders. The term “**User**” shall refer to any individual User of the Application.

The term “**Terms of Service**” shall refer to the latest version of these *Terms of Service* and shall include all updates and modifications made thereto from time to time.

## **2. APPLICABILITY**

The present Terms of Service shall govern the terms upon which Users may download, install and use the Application, thereby benefiting from the Services offered thereon. The present Terms of Service shall apply to all Users, without distinction, as of their download or usage of WeClaim.

By installing or downloading WeClaim, benefiting from the Services or otherwise interacting with WeClaim in any way, Users acknowledge that they shall be fully bound by these Terms of Service. As such, all Users shall be subject to these Terms of Service, in full and without restriction, as though each User manually signed them. These Terms of Service shall form a binding agreement between every User and Granica Apps. Granica Apps shall not be bound by any provisions, terms or policies, except for these Terms of Service and any policies referenced herein.

The present Terms of Service shall be deemed to include any other policies implemented by Granica Apps in connection with WeClaim, including WeClaim’s Privacy Policy, as applicable.

## **3. UPDATES**

Granica Apps may update these Terms of Service and other related policies at any time, at its sole discretion. The most recent version of these Terms of Service shall be published and available for review on the WeClaim application. The published Terms of Service shall indicate the date of the latest made to the Terms of Service.

Any updates to these Terms of Service shall be binding and applicable as of their publication on WeClaim, unless otherwise indicated. Any usage of WeClaim following the publication of the updated Terms of Service shall be construed as the User’s agreement to be governed by the updated Terms of Service.

## **4. SERVICES**

The Services offered on the WeClaim application pertain to the administration of Warranty Claims. As part of the Services, Granica Apps shall notify the relevant Merchant upon the

submission of a Claim by the Warranty Holder on WeClaim. Further, Granica Apps shall notify the Warranty Holders of any response to their Claims by the Merchant.

In the provision of the Services, Granica Apps shall provide written communications to both Warranty Holders and Merchants, as applicable, in connection with the administration of the Warranty Claim submitted by the Warranty Holder.

The Services shall be limited to managing the Claims on behalf of and for the Merchant's benefit; however, Users recognize that Granica Apps's Services shall not include assessing the validity of a Claim. Further, Granica Apps shall not establish the terms of the Warranty, nor shall Granica Apps determine the outcome of a Claim or the payout relating thereto, if applicable. By way of WeClaim, Granica Apps shall manage the administration of the Claim, by providing updates and requesting documentation or information as needed. The assessment of the Claim shall be performed exclusively by the Merchant, who shall benefit from the full discretion to determine whether the Claim is approved or refused. As such, Granica Apps shall not be liable for the processing of Claims, the terms of the Warranty, the declining or acceptance of any Claim, and all matters relating to the outcome and execution of a Claim.

## **5. MERCHANT ACCOUNTS**

My Shopify allows Merchants to create a virtual store to sell Warranties on such Shopify application. The Merchant shall be permitted to specify the terms applicable to the Warranty as well as the duration thereof.

Immediately and automatically upon a Merchant installing WeClaim, a corresponding Merchant account shall be created on WeClaim. The Merchant account shall contain information regarding the Merchant as provided to Granica Apps by the Shopify application. Such information shall include the Merchant's name and email address. Unless otherwise indicated by Granica Apps, no other information shall be required to create the Merchant account on WeClaim.

The Services performed by Granica Apps shall be billed to the Merchants on a recurring monthly basis. Unless otherwise specified, the monthly fee payable by the Merchants to benefit from the Services and maintain their Merchant account on WeClaim shall be of twenty dollars (\$ 20.00) per month. All payments for the Services shall be handled by the Shopify application.

## **6. MERCHANT OBLIGATIONS**

Merchants shall be responsible for assessing Claims submitted by Warranty Holders on the Application. Merchants shall notify Granica Apps if any information is missing or if the Merchant requires additional information to process the Claim. If needed, Merchants shall respond to inquiries or questions asked by Warranty Holders on WeClaim. All such responses shall be submitted exclusively via WeClaim, unless otherwise stated by Granica Apps.

The Merchant shall respond to all Claims within one (1) week of the Merchant's receipt thereof. If the Merchant fails to respond to the Claim within such delay, Granica Apps reserves the right to terminate the Merchant's account on WeClaim in accordance with the terms of Section 9 of these Terms of Service.

In the event that a Claim is found to be reasonable, the Merchant shall proceed with the payment of the Claim using any lawful method or means deemed appropriate by the Merchant. Further, the Merchant acknowledges that Warranty Holders may file additional Claims if dissatisfied with the outcome of the Claim. Merchants shall benefit from the full authority and discretion as to the handling and management of a Claim.

Merchants acknowledge that in the event that they uninstall WeClaim, they shall remain responsible for the upkeep of the Warranties sold to Warranty Holders. As such, the Merchants shall remain liable for handling any outstanding Warranty Claims or Warranties, to Granica Apps's full exclusion, even following the deactivation or uninstallation of WeClaim by the Merchant.

## **7. WARRANTY HOLDERS**

Granica Apps shall collect personal information, such as the Warranty Holder's name, email address, and phone number, upon the Warranty Holder's purchase of the Warranty sold by the Merchant. Such personal information shall be automatically provided to Granica Apps by Shopify, without requiring the Warranty Holder's intervention.

Warranty Holders acknowledge that any Warranty Claims shall be submitted via WeClaim. Warranty Holders acknowledge that upon submitting a Warranty Claim on WeClaim, Granica Apps shall gain access to the information contained in the Claim. Further, Warranty Holders agree to cooperate with Granica Apps, upon request, by submitting the requested information or documentation. Granica Apps shall not be responsible in the event that a Merchant uninstalls WeClaim, however, Granica Apps undertakes to provide the affected Warranty Holders with the Merchant's contact information, which may consist of the Merchant's email address.

Warranty Holders acknowledge that the Warranty is provided exclusively by the Merchant. The terms of the Warranty have been established or confirmed by the Merchant, and do not involve Granica Apps. The application of the Warranty and the outcome of a Claim shall intervene exclusively between the Warranty Holder and the Merchant, acknowledging that Granica Apps is solely administering the Claim.

## **8. USER OBLIGATIONS**

All Users agree to use the WeClaim application in accordance with applicable legislation and these Terms of Service. As such, Users shall not use WeClaim to engage in any of the conduct listed below:

- Violate any international, national, regional or local legislation, regulation or government orders;
- Send harmful components, viruses, or corrupt files;
- Stalk, cyberstalk, bully or harass Users;
- Collect personal information or data regarding Users, without their valid consent;
- Hack, decompile, or reverse engineer the Application or attempt to do so;

- Engage in unlawful, fraudulent, or illicit conduct, or encourage others to use WeClaim for such purposes;
- Send, distribute or otherwise transmit spam, or unsolicited material;
- Behave in a way that is contrary to these Terms of Service.

## **9. ACCOUNT AND PROFILE TERMINATION**

Merchants acknowledge that in the event that they deactivate, uninstall or otherwise delete WeClaim from their devices, their corresponding Merchant account on WeClaim shall be terminated. It may be possible for a Merchant to delete its account on WeClaim by following the instructions to this effect as specified on the Application.

To maintain quality standards and to protect Users against fraud, Granica Apps reserves the right to investigate any potential violations of laws or these Terms of Service. Granica Apps may suspend any Merchant account or Warranty Holder profile, which breaches these Terms of Service, as determined by Granica Apps at its sole discretion based on the information available. Additionally, Granica Apps may terminate a Merchant account or Warranty Holder profile if the User engaged in conduct that is contrary to the intent of these Terms of Service. Users agree to waive any rights or recourses they have, have had, or may have against Granica Apps in the event of the termination of their account or profile as triggered by Granica App.

All ongoing provisions contained in these Terms of Service shall continue to be applicable and binding to a User, even after the termination of such User's account or profile on WeClaim. For reference purposes, ongoing provisions in these Terms of Service shall include those relating to content, intellectual property, disclaimers, and limited liability.

## **10. COMMUNICATIONS BETWEEN MERCHANTS AND WARRANTY HOLDERS**

In connection with the handling and management of a Claim, Merchants and Warranty Holders may engage in communications and exchanges via WeClaim. Pursuant to the filing of a Claim by a Warranty Holder, the Warranty Holder may elect to communicate with the relevant Merchant via WeClaim. Merchants may respond to inquiries and comments submitted by Warranty Holders via WeClaim.

Considering interactions between Warranty Holders and Merchants may take place on WeClaim, Granica Apps reserves the right to access and monitor all exchanges between them for purposes of compliance. Granica Apps may intercept and review communications and exchanges to ensure both the Merchant and the Warranty Holder comply with applicable laws and the obligations specified in these Terms of Service. As Granica Apps would not be a party to such communications between Warranty Holders and Merchants, Granica Apps declines full liability for any communications or correspondences which do not comply with applicable laws, or are otherwise problematic, unlawful, unethical or inappropriate.

## **11. CONTENT AND INTELLECTUAL PROPERTY**

All content published on WeClaim constitutes Granica Apps's exclusive property and is protected by intellectual property laws. Users may not publish any information or data publicly on WeClaim.

Users are prohibited from copying, selling, leasing, reproducing or otherwise using the content on WeClaim for any business purposes, or commercial gain. Users may only use the content available on WeClaim to fulfill the purposes set out in these Terms of Service, namely for Warranty Holders to submit a Claim and for Merchants to process Claims and determine the outcome thereof.

## **12. FORCE MAJEURE**

Force Majeure events refer to unpredictable, irresistible and unforeseeable events, and may include government acts, orders, epidemics, pandemics, failure of telecommunications networks, floods, hurricanes and other natural disasters. Granica Apps shall not be responsible for failing to perform its obligations under these Terms of Service as a result of a Force Majeure event. During a Force Majeure event, Granica Apps shall suspend the execution of its obligations until the dissipation or completion of the Force Majeure event.

## **13. DISCLAIMERS**

The Services shall be provided by Granica Apps on an as available and as is basis, without guarantees of any kind. All warranties of any kind, including express, implied and statutory in nature, are disclaimed by Granica Apps to the fullest extent permitted by law.

In consideration thereof, Granica Apps is unable to guarantee that the Services shall be executed without interruption, errors, or omissions. Considering the administration of Claims requires the Merchant's input, Granica Apps shall not be liable for any delays in the handling and processing of Claims. Despite its efforts, Granica Apps is unable to guarantee a particular outcome pursuant to the provision of the Services. Granica Apps cannot provide any guarantees regarding the execution of the Services and the outcome of a Claim submitted via WeClaim.

## **14. LIABILITY**

As an online platform and mobile and web application, WeClaim may occasionally suffer technical issues. Such technical issues may cause "freezing", lagging, limited access, bugs, blocks, an inability to access the Application and other technical problems. As such issues are, to a certain extent, unavoidable, Granica Apps shall not be held liable for any service interruptions or technical issues affecting WeClaim or causing damage to the device used to access WeClaim.

Granica Apps shall not be liable for any damage, loss, injury, complication, bodily injury, property damage or harm arising out of a User's usage of WeClaim, the Services or any features offered on WeClaim. In consideration thereof, every User agrees to use WeClaim at its own risk and expense.

To the fullest extent permitted by law, Granica Apps declines liability for indirect, special, incidental, or consequential damages, losses, fines, fees, costs or damages of any nature, however arising and under any theory of liability in connection with WeClaim, the Services, the outcome

of the Claims and/or the usage of WeClaim. Further, Granica Apps shall not be responsible for any losses or damages caused by a User's misuse or negligence in connection with WeClaim.

Users acknowledge that Granica Apps's role shall be limited to acting as an intermediary with respect to Warranty Claims involving Merchants and Warranty Holders. As such, Granica Apps, by way of WeClaim, may facilitate exchanges between Merchants and Warranty Holders as well as the management of a Claim. Granica Apps shall transmit correspondence regarding a Claim as well as updates regarding such Claim to the relevant and affected Users.

Acknowledging Granica Apps's role as an intermediary, Users agree that Granica Apps shall not be held liable for the outcome of a Claim. Granica Apps shall have no control over the Merchant's decision with respect to a Claim. Granica Apps shall only submit the relevant information to the Warranty Holder, and shall request information and data on an as needed basis to ensure the Claim submitted is complete. The outcome of the Claim and the application of the Warranty shall be determined exclusively by the Merchant, and not Granica Apps.

Moreover, as an intermediary, Granica Apps cannot control the outcome of a Claim, the quality or the effectiveness of the Warranty, and any recommendations provided by the Merchant.

## **15. THIRD PARTY SERVICES**

Users acknowledge that WeClaim may include links to third party services. The links to third party services provided on WeClaim are for reference purposes only. Unless otherwise indicated, Granica Apps is not affiliated with the third party services linked or referenced on WeClaim. The inclusion of any third party services on WeClaim shall not be construed as Granica Apps's endorsement of any such third party service provider.

Any usage of the third party services linked on WeClaim shall not be subject to these Terms of Service. Rather, the usage thereof shall be governed by separate terms and policies.

## **16. ASSIGNMENT**

Users are not permitted to assign any rights or obligations granted under these Terms of Service, except with Granica Apps's prior written consent. Notwithstanding the foregoing, Granica Apps may assign its rights or obligations under these Terms of Service, without restriction.

## **17. ENTIRE AGREEMENT**

The present Terms of Service constitute the entire and complete agreement between Granica Apps and the Users with respect to the subject matter contemplated in these Terms of Service. The latest version of these Terms of Service supersedes all prior negotiations and agreements between Granica Apps and the Users regarding the subject matter hereof.

## **18. WAIVERS**

If Granica Apps does not insist on the performance of any obligation specified in these Terms of Service, this shall not be construed as a waiver of Granica Apps's rights under these Terms of Service.

## **19. SEVERABILITY**

If any provision in these Terms of Service is found to be unenforceable or illegal by a competent authority, the provision shall be severed from the Terms of Service. If possible, the severed term shall be redrafted to preserve the original intent, the whole to the extent permitted by law. Any severed or redrafted provision shall not affect the validity of the remaining Terms of Service.

## **20. APPLICABLE LAW AND DISPUTES**

These Terms of Service shall be governed by the laws in effect in the State of Minnesota, without regard to any conflict of law principles.

Disputes shall be submitted to arbitration or to the jurisdiction of the appropriate courts located in the State of Minnesota, at Granica Apps's choice and sole discretion. In the event that a Dispute is submitted to arbitration, the arbitration proceedings shall be individual (not class arbitration).

## **21. EMAILS AND CORRESPONDENCE**

Granica Apps reserves the right to send emails and updates regarding WeClaim, the Services and any matters contemplated under these Terms of Service. Granica Apps shall use the email address available on file. It shall be the User's responsibility to ensure such email is valid and current. The User shall further be responsible for notifying Granica Apps of a new email address, as applicable. Unless the User notified Granica Apps of a new email address, emails sent by Granica Apps to the User's email as indicated in the User's file shall be deemed effective.

## **22. CONTACT US**

Users are encouraged to send questions, comments and requests regarding WeClaim or these Terms of Service to Granica Apps. Upon Granica Apps's receipt of any inquiry sent by a User, Granica Apps shall perform the required verifications and investigations, if needed. Users acknowledge that some requests may require more extensive research and investigations, which may delay Granica Apps's response time.