

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions of using a/an Website/Application and the given legal information are posted by "Insurance Company GPI Holding" JSC (identification code: 204426674, legal address: 67 Kostava St., Tbilisi 0171, Georgia) (hereinafter "Company"/" GPIH") on the Website with the domain: <http://www.mygpi.ge> and <http://www.gpih.ge> (hereinafter together referred to as "the website")/in the Application belonging to the Company and regulates the legal relations arising from the use of the Website/Application.

"GPIH" asks the user to carefully familiarize himself/herself with the general terms and conditions of using the Website/Application. If the user does not agree with the presented terms, then "GPIH" kindly asks to leave the Website/not to use the Application.

I Definitions

Application – GPIH's mobile application/program "MyGPI", developed specifically for small, wireless computing devices such as smartphones and tablets, and owned by the Company.

Customer/User – refers to any person who accesses the website with the domain - <http://www.mygpi.ge>/ <http://www.gpih.ge>/application and uses it to receive information or services and/or uses the company's services using the Contact Center.

Terms and Conditions - refers to the general terms and conditions for using the website/application as set out in the website/application.

The Company/"GPIH" - refers to the service provider - "Insurance Company GPI Holding" JSC (identification code: 204426674, legal address: 67 Kostava St., Tbilisi 0171, Georgia), which owns a website with the domain <http://www.mygpi.ge>/<http://www.gpih.ge>/application" MyGPI".

Website - a collection of webpages with the domain <http://www.mygpi.ge>/<http://www.gpih.ge>

II Form, Content and Goals of Activity

"Insurance Company GPI Holding" JSC (ID 204426674) is an insurance company, established under the law of Georgia that allows customers to remotely receive different types of insurance service ("the Service"). The services are carried out based on the consumer contract concluded with the customers, and/or the application made through the digital platform and/or the Contact Center.

III Prerequisites and Terms of the Website/Application Usage

In order to use the Website/Application, the user must meet the following prerequisites:

- The user must be an adult (18 years and above), with legal capacity as defined by the Civil Code.

- The user must be the owner/legal owner/authorized person to own (of) the vehicle (if applicable).
- The user must agree to the Terms and Conditions of using the Website/Application when creating a user profile on the Website/Application and/or submitting an application.

IV The Website/Application Usage

- By accessing and using the Website/Application, the User acknowledges and agrees to the Terms and Conditions set forth below, as well as the policies posted on the Website/Application. ○ The Terms and Conditions may be changed from time to time without notice to the User, at the Company's discretion.
- Changes to the Terms and Conditions will be communicated to the User by posting them on the Website/Application. The user's subsequent access to the Website/Application or further use of the Website/Application confirms the user's acceptance of said changes. ○ The information on the Website/Application is for the users' personal use only.
- Use, distribution, copying and/or reproduction for commercial purposes of any information, including images, used on the Website/Application is not permitted.
- The User is responsible for obtaining and maintaining the telephone, computer, software and other equipment required to access and use the Website/Application.
- The User is fully responsible for the protection and storage of equipment and/or data, as well as for taking appropriate measures to protect against computer viruses or other harmful factors.
- The Users are strictly prohibited from making any unauthorized use of "GPIH's" systems or the Website/Application, including unauthorized access to the systems, misuse of passwords or misuse of information posted on the Website/Application.
- For any reason, including if "GPIH" determines that the User's use of the Website/Application does not comply with the Terms and Conditions, the Company reserves the right, in its sole discretion, to terminate the User's access to the Website/Application or the User's use of the Website/Application and to take any other measure it deems appropriate.
- The Terms and Conditions posted on the Website/Application govern access to the electronic services, products and information offered by the Company.
- If a person is already a user of "GPIH", the Terms and Conditions will apply in conjunction with the terms and conditions of the existing agreement/contract between "GPIH" and the Customer, and these rules do not supersede any other agreement.
- If any policy provision on the Website/Application conflicts with the Terms and Conditions, then the Terms and Conditions shall prevail.

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V Account Usage Rules, Conditions and Responsibilities

The User is obliged to protect and not to transfer the username and password registered on the “GPIH” Website/Application to any third party.

- The User registered and identified in the “GPIH” Website/Application has the right to change personal data (mobile phone number, e-mail, address) according to his/her wish.
- The User is obliged to act in accordance with the applicable legislation/rules and provisions of Georgia.
- The User is fully responsible for the actions taken by him/her through the Website/Application in accordance with the laws/rules and provisions of Georgia.
- The User is fully responsible for any information they provide, including profile information, links, images, listing content, reporting, and more.

VI Security

- Internet communications are not secure unless the data sent is encrypted.
- “GPIH” cannot take any responsibility for unauthorized access and/or information damage by third parties to the data sent to “GPIH”.
- The User agrees that, in circumstances where identification is required to access the Website/Application, it will use commercially reasonable security procedures and controls to restrict access to passwords or other identifying information to authorized persons.
- The User agrees not to use any robot, other automatic devices or physical means to monitor and copy the data of the Website/Application or their contents or for any other unauthorized purposes without the prior written consent of “GPIH”.
- “GPIH” does not guarantee the complete security of operations carried out over the Internet, as they may be subject to interference or loss or alteration.

VII Copyright

- The content of the Website/Application is fully copyrighted by “GPIH” and is intended for the User's personal use only.
- The copyright to the works placed on the Website/Application, including unambiguously the text, voice recordings and images (company/brand names, trademarks, logotypes), is held by Global Assistance Georgia LLC (identification code: 405488887) and is its property.
- Any product, process or information contained in the Website/Application may be the subject of intellectual property of “GPIH”.

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- It is prohibited to present, distribute or reproduce, in whole or in part, the content of the Website/Application by any means or in any form, in addition any sale, resale, retransmission or access to third parties is restricted.
- Violation/infringement of copyrights in the Website/Application in any form will result in civil and/or criminal liability of the violator.
Permission to view, copy and distribute the content of the Website/Application is granted only under the following conditions:
 - use of data for non-commercial, informational purposes;
 - when using any copy or part of the data, the copyright symbol © must be affixed.

VIII Warranties

- All information contained in the Website/Application (hereinafter - "the Information") is checked and updated by "GPIH" with due care, systematically.
- The Information posted on the Website/Application or obtained through the Website/Application is presented without any warranty of any kind, including without warranty of merchantability, fitness for a particular purpose or compliance with legal norms.
- Any dated information will be considered published from the date indicated on it, and if no date is indicated, from the date it is first posted on the Website/Application.
- The Information may become unreliable given the changed legal or economic environment in which it is published.
- "GPIH" is under no obligation to update the information or opinions contained in the Website/Application or to continue to offer the information.
 - "GPIH" does not guarantee the following issues:
 - accuracy, timeliness, completeness or consistency of information;
 - the results obtained using the Information;
 - to ensure uninterrupted, error-free and virus-free operation of the Website/Application.
- The Company's managers, directors, authorized persons and employees, or other information disseminators are not responsible for the inaccuracy of any information posted or available on the "GPIH" Website/Application or derived from any information posted or available on the Website/Application.
- "GPIH" and any of its employees shall not be liable for special, incidental, direct, indirect or consequential damages, as well as for any damages of any kind that may arise from the use of the Website/Application and the information contained in the Website/Application, regardless of any indication of the possibility of damages arising out of or relating to the use of or unavailability of the Website/Application.

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- “GPIH” is not responsible for any delay, cancellation/suspension/defect of operation caused by computer virus and/or malfunction of the Website/Application and/or any damage or loss caused while using the Website/Application.
- The User represents and warrants that the information provided to the Company is complete, correct and true.
- The User undertakes to make changes to the user profile in a timely manner while using the Website/Application, without limitation, when creating a user profile and/or submitting an application or concluding a contract in case of changes to the data provided after such placement.
The User confirms that he/she is the owner and/or legal owner/ authorized person to own (of) the vehicle.

IX Third Party Products and Services

- Links to third-party websites placed by “GPIH” on the Website/Application are intended for informational purposes only, taking into account that information or services posted on third-party websites may be useful to the User.
- The posting of links does not imply endorsement or responsibility for the opinions, ideas, products, information or services posted on such sites, and “GPIH” disclaims any such endorsement or representation.
- The User can use the links solely at his/her own risk and “GPIH” assumes no responsibility for the content, use or availability of third party websites.
- “GPIH” has not verified the correctness or accuracy of the content of third-party websites and does not guarantee that the copyright, trademark or other rights of third parties are protected and that the websites or their content are protected from viruses or other harmful factors.
- “GPIH” makes no warranties or representations and is not responsible for any electronic data received from third parties, including the accuracy, content, quality or timeliness of the electronic data.
- Third-party websites may have different terms of privacy or security than the website, so before sharing personal information, it is important for users to familiarize themselves with these terms.
- Third parties are not authorized to link any other internet site to the “GPIH” Website without prior written consent of the Company.

X Information Collection, Confidentiality and Protection of Personal Information

- In order to use the Website/Application and/or receive “GPIH” services, a one-time registration on the Website/Application and/or submitting an application by telephone is required.
- Customer registration for “GPIH” services via the Website/Application/telephone communication is at Customer's option. The User voluntarily provides “GPIH” with the following information (if applicable):
 - Name, Surname
 - Personal Number
 - Address
 - Vehicle number
 - Vehicle VIN code
 - E-mail Address

- Telephone Number
- The User can anytime change or delete personal Information placed on the Website/Application during the registration process or after registration.
- The User can change the password at any time.
- “GPIH” reserves the right to record and/or monitor telephone calls made between “GPIH” and the Customer in order to verify instructions and ensure that “GPIH” meets its service standards.
- “GPIH” may use small files stored on the User's hard drive as part of the service to provide information about customers and to protect customers from unauthorized use of their online accounts.
- “GPIH” does not use the files on the client's computer to monitor a person's use of the Internet.
- The security and protection of the User's personal information is important to “GPIH”, therefore the Company guarantees the protection of the privacy of the User's personal data.
- “GPIH” will not use the Customer’s personal data illegally or transfer it to third parties.
- “GPIH” ensures the protection of the User's personal data and its confidentiality within the scope of its competence and on the basis of the applicable legislation.
- The User is obliged not to disclose, transfer to a third party or in any other way the confidential information transferred to him/her on the basis of the contractual relationship with the Company, except in the mandatory cases considered by the law.
- In the case of the User's request, “GPIH” provides complete and detailed information regarding the processing of the User's personal data.
- The information provided by the User to “GPIH” may be processed and stored on “GPIH’s” computers or by other means.
- "Customer Information" means personal information that “GPIH” (a) receives from the Customer or (b) receives from the Customer when making a Card Payment;
- In order to simplify the service for the User and to improve the quality of “GPIH” service, the information recorded by the user in the “GPIH” system can be verified at the LEPL Service Agency of the Ministry of Internal Affairs of Georgia and LEPL Services Development Agency.
- By agreeing to the Terms and Conditions, the Customer agrees and gives the right to “GPIH” that the information recorded by the User in the “GPIH” system will be checked by the LEPL Service Agency of the Ministry of Internal Affairs of Georgia LEPL Services Development Agency.
- The User’s information may be used by “GPIH” for service provision, evaluation and analysis and for the development and improvement of “GPIH’s” services. For example, informing the Customer about products and services of interest to the User.

- “GPIH” will not release the User’s information outside of “GPIH” , except to the following organizations/persons:
 - Any person to whom the rights and duties of “GPIH” can be transferred, based on the agreement/contract signed between the User and “GPIH” , and/or is mandatory to fulfill the obligations taken by “GPIH” towards the Customers;
 - Any person in cases defined by law or other normative acts.
- The User authorizes “GPIH” to offer services or goods to the User by phone call, SMS message, e-mail, other telecommunication means or direct communication with the User in order to carry out various direct marketing offers.
- The User has the right to request “GPIH” at any time to stop using data about him/her for direct marketing purposes.
 - The User authorizes “GPIH” to transfer his/her personal data to third parties for the purpose of carrying out direct marketing offers of various services or goods, which may be provided to the User by phone call, SMS message, e-mail, other means of telecommunication or direct communication with the User.
 - In case of transfer of User's personal data to third parties for direct marketing purposes, the data processor is the third party and the requirements established by the legislation of Georgia apply to it. The third party is responsible for fulfilling the requirements established by the legislation of Georgia on the protection of the User's personal data.
 - The User's personal data protection policy in details is available at the following link: <https://www.gpih.ge/files/pdf/1677758087.pdf>

XI Customer Protection and Complaint Submission Procedure

- The Customer can file a complaint in the following ways:
 - by contacting “GPIH’s telephone Contact Center: +995 32 2 505 111;
 - by sending a written notice to the legal/actual address of “GPIH”.
 - by sending an electronic notice to the electronic address: info@gpih.ge
- The relevant service unit of “GPIH” will review the Customer's complaint within 1 (one) month after submission.
- The decision regarding the complaint will be sent/introduced to the Customer in written/electronic form/via telephone communication identically to the complaint form.
- In the event the User is dissatisfied with the performance of “GPIH” the Customer has the right to send a complaint to “GPIH”.
- In case of submitting a complaint related to the performance of services, the Customer is obliged to indicate in detail about the defect of the service provided.
- “GPIH” does not take responsibility for the damage caused to the Customer as a result of mistaken/incorrect transfer of authority.

- “GPIH” does not take responsibility for the products/services related to a third party.

XII Rule of Communication

- The Customer can use the following means to communicate with “GPIH”: the specified contact phone number, e-mail and/or by sending a written message to the legal/actual address of the Company.
- The maximum term for reviewing the Customer's message is determined not later than 1 (one) month after the submission of a message.

The Customer can send any questions or comments regarding the Website/Application using the communication methods specified in the Terms and Conditions of “GPIH”.

XIII Force Majeure

- "Force majeure" means a circumstance insurmountable for the parties and beyond their control, which arises independently of the party, is unforeseen and on the basis of which it is impossible for the party to fulfill its obligations.
- Suspension of the Terms and Conditions due to a force majeure event shall not be considered as a breach of the Terms and Conditions.
- In the event of a force majeure event, the party for whom it becomes impossible to fulfill the obligations is obliged to send a written/electronic notification to the other party about the occurrence of the event and the reasons for it.
- The party must ensure and implement all actions to avoid the force majeure event. The party must use alternative ways of fulfilling obligations (if any), which will be independent from the influence of force majeure circumstances.
- In case of force majeure for more than 1 (one) month, the party has the right to immediately terminate the contractual relationship with the other party by sending a written/electronic message.

XIV Applicable Law and Dispute Resolution Procedure

- The Terms and Conditions are governed by the laws of Georgia, regardless of whether the Customer lives or has a business relationship in Georgia or abroad.
- The Customer agrees that the courts of Georgia will have exclusive jurisdiction over any case or dispute that may arise from the Website/Application and the provision of services by “GPIH”.
- Damage caused by the parties to each other shall be compensated in accordance with the rules established by the Civil Code of Georgia.

- The Website/Application is not directed or intended for distribution or use by any person or entity in any jurisdiction or country where hosting or making available the Website/Application, and such distribution or use is contrary to local laws or other regulations.
- When accessing the Website/Application, the User assumes responsibility for compliance with local, national and international laws, and use of the Website/Application in such jurisdictions is entirely at the User's own risk.
- "GPIH" advises the User to contact his advisor in legal matters.
- "GPIH" reserves the right, at its sole discretion, to change the Terms and Conditions at any time without prior notice.

XV Final Provisions

- The invalidity of any clause/condition of the Website/Application Terms and Conditions shall not invalidate the entire document and such invalid clause/condition shall be replaced by a legal clause/condition of similar content. If any provision of the Terms and Conditions is held invalid or void, the remaining provisions shall remain in full force and effect.
- The Terms and Conditions of use of the Website/Application begin when the Customer uses the Website/Application.