



Updated: 16-Apr-2020

## WARRANTY.EXPERT

### TERMS OF USE

#### 1. DEFINITIONS

Capitalised terms used in these Terms of Use shall have the following meanings:

- 1.1. **Terms** – these terms presented on the warranty.expert website, which are applicable to each Buyer purchase and/or payment of other payments in accordance with the procedure established in these terms.
- 1.2. **Certificate** – the document presented to the Buyer (the insured) confirming the conclusion of the insurance contract, i.e. validity of the protection insurance for the Purchase in accordance with the Insurance Rules.
- 1.3. **Insurance Rules** – the [rules for insurance of the Purchase](#) approved by the Insurer and applicable to the Purchase acquired.
- 1.4. **Purchase** – the purchase insurance and/or internal breakdown (extended warranty) insurance service (regardless of whether the service was purchased by the Buyer on the warranty.expert website or in another manner available to the Buyer and provided by the Seller).
- 1.5. **Seller** – the company that the Buyer has acquired or seeks to acquire a Purchase from, i.e. **UAB Garantijų Centras**, company code 303056772, registered address: Vito Gerulaičio g. 1-8, Vilnius, business address: Spaudos g. 8, Vilnius. The Seller acts as a dependent insurance intermediary representing the Insurer.
- 1.6. **Insurer** – ADB Compensa Vienna Insurance Group, company code 304080146, registered address: Ukmergės g. 280, 06115 Vilnius.
- 1.7. **Buyer** – a person whom the Seller has issued a Certificate to (the insured), or a person who is seeking to acquire a Purchase in accordance with the procedure established in these Terms, and who is at least 18 years old.
- 1.8. **warranty.expert** – the website (or part thereof) located at <https://warranty.expert/lithuania/>, to which the Terms apply.
- 1.9. **Privacy Policy** – separate rules approved by the Seller, which provide for how the Seller processes the Buyer's personal data. The Seller's Privacy Policy is available [here](#).
- 1.10. **Personal Data** – any information collected by the Seller about the Buyer (natural person) as defined in Article 4(1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation). The payments made on the basis of these Terms are processed using the Makecommerce.lt platform, the controller of which is Maksekeskus AS (Niine 11, Tallinn 10414, Estonia, registration No 12268475), so the data, including Personal Data, required for payment execution and confirmation, may be transferred to Maksekeskus AS.
- 1.11. **Parties** – the Buyer and the Seller.

## **2. GENERAL PROVISIONS**

- 2.1. These Terms are a binding document for the Parties, establishing the rights and obligations of the Parties, the conditions for acquisition of the Purchase and/or payment of other payments, liability of the Parties, and other conditions related to acquisition of the Purchase and/or protection insurance for the Purchase.
- 2.2. The Buyer can only acquire a Purchase or perform other actions related to Purchase protection insurance on the warranty.expert website after: (i) agreeing to the Terms (once the Buyer confirms agreement to the Terms, he or she undertakes to comply with them and perform them); (ii) becoming acquainted with the Privacy Policy and confirming that he or she understood it. In the event that the Buyer acquires a Purchase through the warranty.expert website, the Buyer must additionally agree to the Insurance Rules. If the Buyer refuses to confirm agreement and/or acquaintance with the aforementioned rules (policies), the Buyer does not have the right to perform the corresponding actions on the warranty.expert website.
- 2.3. The Seller reserves the right to change, amend or supplement these Terms at any time. The Buyer shall be informed about any changes to the Terms on the warranty.expert website. Changes to the Terms shall take effect after their publication on the warranty.expert website. If the Buyer uses the warranty.expert website in any way after the publication of changes to the Terms, it shall be deemed that he or she agrees to all changes to the Terms.

## **3. ACQUISITION OF A PURCHASE**

- 3.1. When a Buyer is seeking to acquire a Purchase through the warranty.expert website, the Seller undertakes to sell the Purchase and issue a Certificate in accordance with the procedure established in these Terms, and the Buyer undertakes to pay the Seller in a proper and timely manner.
- 3.2. In order to acquire a Purchase, the Buyer, after receiving a link for payment for the Purchase from the Seller by e-mail or SMS and accessing the warranty.expert website, must:
  - 3.2.1. mark that he or she has agreed to/become acquainted with the Terms, the Privacy Policy and the Insurance Rules;
  - 3.2.2. click the "Pay" button to enter the [MakeCommerce.lt](https://www.makecommerce.lt) payment platform, where payments are processed;
  - 3.2.3. select a payment method and make the payment using Swedbank, SEB or Luminor electronic banking services or a Visa or MasterCard payment card.
- 3.3. The Purchase can only be acquired after paying for it in advance.
- 3.4. The price of the Purchase is given in euros. According to Article 27 of the Republic of Lithuania Law on Value Added Tax, insurance services (including services related to insurance services) are not subject to value added tax (VAT).
- 3.5. The Purchase is sold at the price valid at the time of payment.
- 3.6. The payment made by the Buyer will be deemed to have been duly made from the moment the appropriate amount is credited to the Seller's bank account.
- 3.7. In all cases, the validity of the insurance coverage is linked to payment of the entire premium or the first instalment, i.e. the insurance coverage only becomes effective after the Buyer pays the entire premium or the first instalment, regardless of whether the Certificate stipulates that the entire premium or the first instalment must be paid on the date of issue of the Certificate, or the Certificate provides for deferral of the premium or the first instalment. If the Buyer pays the entire premium or the first instalment after the deadline for paying the premium provided for in the Certificate, the insurance coverage does not become effective, and the premium that was paid late is returned to the Buyer at the request of the Buyer.
- 3.8. Payment of the insurance premium (or the first instalment thereof) means the Buyer's confirmation that:
  - 3.8.1. before being issued the Certificate, the Buyer was duly acquainted with the Terms, the Privacy Policy and the Insurance Rules;

- 3.8.2. all of the conditions of the Terms and the Privacy Policy, as well as the insurance conditions (the conditions of the Insurance Rules, the Certificate and the annexes to the Certificate, if any), are clear and understandable to the Buyer;
  - 3.8.3. the Buyer does not have any comments regarding the insurance conditions;
  - 3.8.4. all of the data specified in the Certificate (and its annexes, if any) are correct.
- 3.9. The Certificate is issued electronically and is valid without the Buyer's signature. The Certificate is stored in electronic format.
- 3.10. The Insurance Rules and the Certificate are the Buyer's insurance documents. The insurance documents and other purchase documents (if any) are provided to the Buyer on the warranty.expert website and/or at the e-mail address provided by the Buyer.

#### **4. PAYMENT OF OTHER PAYMENTS RELATED TO PURCHASE PROTECTION INSURANCE**

- 4.1. The Seller provides the Buyer with the possibility to pay certain payments related to Purchase protection insurance on the warranty.expert website, such as: (i) pay an insurance premium instalment for a Certificate; (ii) pay an unconditional deduction; (iii) pay other surcharges. The Buyer can make these payments regardless of whether the Purchase was acquired on the warranty.expert website on the basis of these Terms, or in another manner available to the Buyer and provided by the Seller.
- 4.2. In order to pay other payments related to Purchase protection insurance, the Buyer, after receiving a link for payment for the Purchase from the Seller by e-mail or SMS and accessing the warranty.expert website, must:
- 4.2.1. mark that he or she has agreed to/become acquainted with the Terms and the Privacy Policy;
  - 4.2.2. click the "Pay" button to enter the [MakeCommerce.it](https://www.makecommerce.it) payment platform, where payments are processed;
  - 4.2.3. select a payment method and make the payment using Swedbank, SEB or Luminor electronic banking services or a Visa or MasterCard payment card.
- 4.3. The provisions of point 3.4–3.6 of these Terms shall apply, mutatis mutandis, to this Section.

#### **5. RIGHTS AND DUTIES OF THE PARTIES**

- 5.1. The Seller undertakes:
- 5.1.1. to make it possible to use the warranty.expert website, i.e. to acquire a Purchase and/or make other payments related to Purchase protection insurance;
  - 5.1.2. to store the Buyer's Personal Data and process them in accordance with the procedure established in the Privacy Policy and applicable legislation.
- 5.2. The Seller has the right:
- 5.2.1. in the event of significant circumstances, to temporarily or completely suspend operation of the warranty.expert website (or part thereof) without notifying the Buyer in advance;
  - 5.2.2. to restrict or suspend, without notice, the Buyer's ability to use the warranty.expert website if the Buyer tries to damage the operation, stability and security of the website or violates the obligations of the Buyer provided for in these Terms;
  - 5.2.3. to change the Terms and the prices of the Purchase and/or other payments related to Purchase protection insurance, and to make any other changes related to the warranty.expert website at its own discretion.
- 5.3. The Buyer undertakes:
- 5.3.1. to provide correct information, including the Personal Data required for the acquisition of the Purchase and/or the payment of other payments related to Purchase protection insurance;
  - 5.3.2. to confirm, in accordance with the procedure established in these Terms, that he or she has become acquainted with and/or agrees to these Terms, the Privacy Policy and/or the Insurance Rules and must comply with them;

5.3.3. to cooperate with the Seller in resolving issues related to the Purchase and its protection insurance.

5.4. The Buyer has the right:

5.4.1. to acquire a Purchase or perform other actions related to Purchase protection insurance in accordance with the procedure established in these Terms;

5.4.2. to demand from the Seller fulfilment of the obligations assumed under these Terms.

## **6. TERMINATION OF INSURANCE COVERAGE AT THE INITIATIVE OF THE BUYER**

6.1. A Buyer who has acquired a Purchase on the basis of these Terms has the right to unilaterally terminate the validity of the Certificate at any time by notifying the Seller in writing thereof in the manner specified in point 6.2. of the Terms. In this case, the premiums paid are not refunded to the Buyer, since the insurance coverage is considered to have been provided until the moment of said termination.

6.2. In order to terminate a Certificate, the Buyer must contact the Seller by e-mail at [vilnius@warranty.expert](mailto:vilnius@warranty.expert), sign the form received and send it to the Seller. The Certificate is terminated 15 days after the date of receipt of the Buyer's request.

6.3. Other grounds for the validity and expiration of a Certificate are provided in part 9 of the Insurance Rules.

## **7. RIGHT TO WAIVE INSURANCE COVERAGE**

7.1. In accordance with point 7.6.1. of the Insurance Rules, the Buyer has the right to waive insurance coverage within 30 days of the Certificate being issued. In this case, the full insurance premium paid is refunded.

7.2. In order to waive insurance coverage, the Buyer must contact the Seller by e-mail at [vilnius@warranty.expert](mailto:vilnius@warranty.expert), sign the form received and send it to the Seller. In this case, the Certificate is terminated immediately.

## **8. LIABILITY OF THE PARTIES**

8.1. The Parties shall be liable for non-performance or improper performance of their obligations in accordance with the procedure established by the legislation of the Republic of Lithuania. Each Party must compensate for substantiated direct damages caused by the actions thereof to the other Party.

8.2. The Seller shall only be liable for warranty.expert website malfunctions and the resulting damage to the Buyer or third parties in the event that said damage was caused by the Seller's intentional actions.

8.3. The Seller shall not be liable for non-provision or improper provision of the services on the warranty.expert website and/or damage caused to the Buyer if this occurred due to the fault of third parties or due to circumstances that the Seller could not have controlled and reasonably foreseen at the time of acquisition of the Purchase and/or payment of other payments related to Purchase protection insurance, and could not have prevented the occurrence or consequences of.

8.4. By agreeing to these Terms, the Buyer confirms that the data provided thereby, including Personal Data, is correct.

8.5. The Buyer understands and acknowledges that he or she is responsible for the transfer of data, including Personal Data, to third parties. If the services of the warranty.expert website are used by a third party (using the Buyer's data), the Seller shall consider this person to be the Buyer and all related obligations shall lie with the Buyer.

8.6. The Seller is released from any liability in cases where losses arise due to the fact that the Buyer did not actually read these Terms, the Privacy Policy, the Insurance Rules and/or other information provided to the Buyer, even though he or she was given the opportunity to do so.

## 9. FINAL PROVISIONS

- 9.1. The Parties may exchange information electronically, and such exchange of information will be considered appropriate and treated in the same way as printed documents. All communication related to the provision of the Seller's services on the warranty.expert website shall be carried out as follows: (i) the Buyer shall send all notices, demands, requests and questions to the contacts specified in these Terms, as well as to the contact addresses given in the "[Contacts](#)" section of the warranty.expert website; (ii) the Seller shall send all notices and other information to the Buyer at the e-mail address specified thereby, the receipt by the Buyer of which shall be deemed to be 12 hours after it is sent. The buyer shall also be deemed to be duly informed of the Seller's notifications in accordance with these Terms if the relevant information is provided to the Buyer by a call or a SMS message to the telephone number provided by the Buyer.
- 9.2. The Terms have been drawn up in accordance with the legislation of the Republic of Lithuania.
- 9.3. These Terms and the relations between the Parties with respect to these Terms shall be subject to and interpreted in accordance with the laws of the Republic of Lithuania.
- 9.4. All disagreements arising from the fulfilment of these Terms shall be resolved through negotiation. If an agreement cannot be reached, the dispute shall be resolved in accordance with the procedure established by the laws of the Republic of Lithuania.

Previous version of the Terms:

- [Version of the Terms valid until \[date\]](#).