

TWEGGO NETWORKS LIMITED

GOVERNING INSURANCE POLICY

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Governing Insurance Policy

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Version 1.0

Prepared By:

Tweggo Networks Limited

Applicable To:

All users of the Tweggo platform, including vehicle owners (“Hosts”) and vehicle renters (“Renters”)

Confidentiality Notice

This document contains important legal information governing the use of the Tweggo platform in relation to insurance. By accessing or using the platform, users agree to be bound by the terms set forth herein.

1. INTRODUCTION

1.1 Purpose of the Policy

This Governing Insurance Policy (“Insurance Policy”) establishes the framework, principles, and terms governing insurance-related matters for all users of the Tweggo platform.

The purpose of this Policy is to:

- Define the role and limitations of Tweggo in relation to insurance
- Clarify the responsibilities and obligations of users (Hosts and Renters)
- Outline the structure and nature of insurance coverage accessible through the platform
- Establish a clear allocation of risk and liability among all parties involved

This Policy is intended to promote transparency, accountability, and informed decision-making by all users engaging in vehicle sharing activities through Tweggo.

1.2 Platform Overview

Tweggo is a technology-driven digital marketplace platform operated by Tweggo Networks Limited, designed to connect:

- Vehicle owners (“Hosts”) who wish to list and earn income from their vehicles
- Individuals (“Renters”) seeking convenient, flexible access to vehicles

Tweggo facilitates:

- Vehicle discovery and booking
- Payment processing
- Platform-based integrations, which may include insurance access

However, Tweggo does not:

- Own, lease, or control any vehicles listed on the platform
- Operate or manage vehicles on behalf of users
- Act as a transportation provider or fleet operator

1.3 Nature of Tweggo’s Role

Tweggo operates strictly as a neutral technology intermediary and marketplace facilitator.

In relation to insurance:

- Tweggo is not an insurance provider, broker, agent, or underwriter
- Tweggo does not issue, manage, or control insurance policies
- Tweggo does not assume risk, liability, or financial responsibility associated with insurance coverage

All insurance services accessible through the platform are:

- Provided exclusively by independent, licensed third-party Insurance Partners
- Governed by separate contractual agreements between users and those providers

1.4 Scope of the Policy

This Policy applies to:

- All users of the Tweggo platform, including:
 - Hosts (vehicle owners)
 - Renters (vehicle users)
- All activities conducted through the platform, including:
 - Vehicle listings
 - Bookings and rentals
 - Trip usage
 - Insurance selection and claims

This Policy governs:

- Insurance-related rights and obligations
- User responsibilities and compliance requirements
- Limitations of liability and risk allocation
- Interactions between users, Tweggo, and Insurance Partners

1.5 Relationship to Other Terms

This Policy forms an integral part of Tweggo's legal framework and should be read together with:

- Tweggo's Terms of Use and/or Service
- Any applicable Rental Agreements
- Insurance policy documents issued by Insurance Partners

In the event of any inconsistency:

- The insurance policy issued by the Insurance Partner shall prevail in matters relating specifically to coverage and claims
- This Policy shall govern the relationship between users and Tweggo

1.6 Acceptance and Binding Effect

By accessing or using the Tweggo platform, users:

- Acknowledge that they have read, understood, and accepted this Policy
- Agree to be legally bound by its terms and conditions
- Accept the allocation of responsibilities and risks as outlined herein

This Policy constitutes a binding agreement between the user and Tweggo Networks Limited.

1.7 Policy Objectives and Guiding Principles

This Policy is guided by the following core principles:

- **Transparency:** Clear communication of roles, responsibilities, and limitations
- **User Responsibility:** Ensuring users take ownership of insurance decisions and compliance
- **Risk Allocation:** Proper distribution of liability among users and third-party providers
- **Regulatory Alignment:** Adherence to applicable legal and insurance frameworks
- **Platform Integrity:** Protecting Tweggo's position as a neutral, technology-based marketplace

1.8 No Assumption of Insurance Risk

Nothing in this Policy shall be interpreted as creating:

- Any insurance obligation on the part of Tweggo
- Any partnership, agency, or fiduciary relationship between Tweggo and Insurance Partners
- Any guarantee of protection or financial coverage for users

All insurance-related risks remain solely with the users and the respective Insurance Partners.

1.9 User Acknowledgment

Users expressly acknowledge that:

- Vehicle sharing involves inherent risks, including financial, legal, and operational risks
- Insurance coverage is subject to limitations, exclusions, and conditions
- Tweggo's role is limited to facilitating access, not ensuring protection

Users are therefore expected to act with due diligence, caution, and full awareness of their obligations.

2. ROLE OF TWEGGO

2.1 Platform Status and Legal Position

Tweggo operates strictly as a technology-enabled marketplace and intermediary platform that connects vehicle owners (“Hosts”), vehicle renters (“Renters”), and licensed third-party service providers.

Tweggo is not, and shall not be construed as:

- An insurance company
- An insurance broker or agent
- An underwriter
- A claims administrator
- A financial advisory or risk-bearing entity

At no point does Tweggo assume the role of a regulated insurance provider under applicable laws.

2.2 Facilitation of Insurance Services

Tweggo facilitates access to insurance services through partnerships with duly licensed and regulated third-party insurance providers (“Insurance Partners”). These Insurance Partners are solely responsible for designing, underwriting, and administering insurance products made available via the platform.

Through these partnerships, users may access:

- Vehicle Insurance Coverage – including but not limited to comprehensive, third-party, or usage-based coverage applicable to vehicles listed on Tweggo
- Trip-Based Insurance Products – short-term policies activated per booking or trip
- Protection Plans – optional or mandatory coverage products designed to mitigate risks associated with vehicle sharing

All such products are governed exclusively by the terms, conditions, exclusions, and endorsements set forth by the respective Insurance Partner.

2.3 Scope and Limitations of Responsibility

Tweggo’s role is limited to facilitating visibility, access, and integration of insurance products within the platform. Accordingly, Tweggo:

- Does not issue, bind, or underwrite insurance policies
- Does not guarantee the availability, validity, or adequacy of any coverage
- Does not assess risk or determine premiums
- Does not process, investigate, or approve claims
- Does not act as an agent or representative of any Insurance Partner unless explicitly stated
- Does not provide insurance advice, recommendations, or suitability assessments

All insurance-related decisions, obligations, and liabilities remain solely with the respective Insurance Partner.

2.4 No Assumption of Liability

To the fullest extent permitted by applicable law, Tweggo disclaims any and all liability arising from or related to:

- Denial, rejection, or delay of claims
- Disputes between users and Insurance Partners
- Policy exclusions, limitations, or lapses
- Misrepresentation or non-disclosure by users
- Any financial loss, damage, or injury purportedly covered under an insurance policy

Users acknowledge that any recourse related to insurance matters lies directly with the Insurance Partner and not with Tweggo.

2.5 User Responsibility and Due Diligence

All users (Hosts and Renters) are strongly advised to:

- Carefully review all insurance policy documents provided by the Insurance Partner
- Request clarification directly from the Insurance Partner where necessary
- Understand coverage limits, exclusions, deductibles, and claim procedures before engaging in any transaction

By using the Tweggo platform, users expressly acknowledge and agree that they have independently evaluated the suitability of any insurance product selected.

2.6 Platform Integration Disclaimer

Any integration of insurance services within the Tweggo platform (including APIs, dashboards, or embedded purchase flows) is provided for convenience only and does not constitute:

- An endorsement of any Insurance Partner
- A warranty of service quality
- A guarantee of claim outcomes

Tweggo reserves the right to modify, replace, or discontinue any Insurance Partner or insurance-related feature at its sole discretion without prior notice.

3. INSURANCE COVERAGE STRUCTURE

3.1 Nature and Provision of Insurance Products

All insurance products made accessible through the Tweggo platform are:

- Exclusively provided, underwritten, and administered by licensed third-party insurance providers (“Insurance Partners”) operating in accordance with applicable regulatory frameworks
- Governed strictly by the individual policy documents issued by such Insurance Partners, including all applicable terms, conditions, exclusions, endorsements, and limitations
- Independent of Tweggo, which does not modify, customize, or influence the contractual obligations between the user and the Insurance Partner

Users acknowledge that each insurance product constitutes a separate legal contract between the user (Host or Renter) and the respective Insurance Partner.

3.2 Categories of Coverage Available

Depending on the Insurance Partner and the specific product selected, coverage accessible via Tweggo may include, but is not limited to:

- **Comprehensive Vehicle Insurance**
Covering a wide range of risks including accidental damage, fire, theft, vandalism, and in some cases natural disasters, subject to policy limits
- **Third-Party Liability Coverage**
Covering legal liability for bodily injury, death, or property damage caused to third parties arising from the use of a vehicle
- **Trip-Specific / Short-Term Rental Insurance**
On-demand or usage-based coverage activated for the duration of a specific trip or booking made through the platform
- **Personal Accident Cover (where applicable)**
Providing compensation for injury or death of the driver and/or passengers during a trip
- **Optional Add-Ons and Protection Plans**
Which may include:
 - Collision Damage Waivers (CDW)
 - Loss Damage Waivers (LDW)
 - Theft Protection
 - Excess Reduction or Zero-Excess Covers
 - Roadside Assistance Services
 - Downtime or Loss-of-Income Protection for Hosts

Availability and scope of these products may vary across different Insurance Partners.

3.3 Variability and Determinants of Coverage

Insurance coverage offered through Tweggo Insurance Partners is dynamic and conditional, and may vary significantly based on a range of underwriting and operational factors, including but not limited to:

- **Vehicle Characteristics**
Including make, model, year of manufacture, engine capacity, market value, condition, and usage classification
- **Rental Duration and Usage Pattern**
Including hourly, daily, or long-term rentals, frequency of use, and trip intensity
- **Driver Eligibility and Profile**
Including age, driving experience, licensing status, driving history, and prior claims record
- **Geographical Scope of Use**
Including permitted areas of operation, cross-border restrictions, urban vs. rural usage, and designated high-risk zones
- **Risk Assessment by the Insurance Partner**
Including proprietary underwriting models, telematics data (where applicable), behavioral analytics, and historical risk trends
- **Regulatory and Compliance Requirements**
Including minimum statutory insurance requirements and any jurisdiction-specific insurance obligations

As a result, coverage limits, premiums, deductibles (excess), exclusions, and approval conditions may differ on a case-by-case basis.

3.4 Coverage Activation and Validity

- Certain insurance products may be automatically included, while others may require explicit selection or opt-in by the user
- Coverage may only become valid upon:
 - Successful booking confirmation
 - Payment of applicable fees or premiums
 - Fulfillment of all eligibility and compliance requirements

Failure to meet any stipulated conditions may result in partial coverage, suspension, or complete invalidation of the policy.

3.5 Exclusions and Limitations

All insurance products are subject to standard and specific exclusions, which may include (but are not limited to):

- Unauthorized drivers or unverified users
- Driving under the influence of alcohol or drugs
- Use of the vehicle for illegal activities
- Use outside approved geographic areas
- Mechanical or electrical breakdown not resulting from an insured event
- Gross negligence, misuse, or violation of platform terms

Users are solely responsible for reviewing and understanding all exclusions and limitations outlined in the applicable policy documentation.

3.6 No Uniformity of Coverage

Tweggo does not guarantee uniformity across insurance offerings. Users acknowledge that:

- Different Insurance Partners may offer varying levels of protection for similar products
- Coverage for the same vehicle may differ depending on the renter, trip details, or timing
- Insurance offerings may be updated, replaced, or withdrawn at any time by the Insurance Partner

3.7 User Acknowledgment

By accessing or purchasing any insurance product through Tweggo Insurance Partners, users expressly acknowledge that:

- They have reviewed or have had the opportunity to review the full policy terms
- They understand that coverage is subject to insurer approval and compliance requirements
- They accept that Tweggo does not control or guarantee the outcome of coverage or claims

4. USER RESPONSIBILITIES

4.1 General Responsibility

All users of the Tweggo platform, including vehicle owners (“Hosts”) and vehicle renters (“Renters”), bear full and independent responsibility for understanding and complying with all insurance-related obligations.

Accordingly, all users shall:

- Carefully review, understand, and accept all applicable insurance policies, terms, conditions, exclusions, endorsements, and limitations prior to engaging in any transaction
- Ensure full compliance with all insurance requirements imposed by the relevant Insurance Partner, including eligibility criteria and usage conditions
- Independently verify the existence, scope, and adequacy of coverage before listing, booking, or using any vehicle on the platform
- Seek clarification directly from the Insurance Partner where any aspect of coverage is unclear or ambiguous
- Acknowledge that failure to understand policy terms does not exempt them from liability

Users expressly agree that they engage with insurance products at their own risk and discretion, and that Tweggo bears no responsibility for user misunderstanding or misinterpretation of coverage.

4.2 Host Responsibilities

Vehicle owners (“Hosts”) are solely responsible for ensuring that their vehicles are adequately, always insured and compliant with all legal and platform requirements.

Hosts shall:

- Maintain valid, active, and appropriate insurance coverage for each listed vehicle for the entire duration it is available on the Tweggo platform
- Ensure that their insurance policy:
 - Explicitly permits vehicle sharing, peer-to-peer rental, or commercial use, where such usage is applicable
 - Meets or exceeds all minimum statutory insurance requirements under applicable laws and regulations
 - Remains in force without lapse, cancellation, or material alteration that may affect coverage
- Provide accurate, complete, and up-to-date insurance information on the platform, including:
 - Policy provider
 - Coverage type
 - Policy validity period
 - Any applicable restrictions or endorsements
- Immediately update Tweggo and/or the Insurance Partner in the event of:

- Policy changes
- Expiry or cancellation
- Material changes affecting risk or coverage
- Ensure that only eligible and authorized renters use the vehicle in accordance with both platform and insurance requirements
- Cooperate fully and promptly with Insurance Partners in the event of a claim, including:
 - Providing required documentation
 - Facilitating inspections or investigations
 - Responding to inquiries truthfully and in a timely manner
- Maintain the vehicle in roadworthy condition, as failure to do so may invalidate insurance coverage

Consequences of Non-Compliance (Hosts)

Failure by a Host to comply with the above obligations may result in, without limitation:

- Suspension, restriction, or permanent removal from the Tweggo platform
- Invalidation or denial of insurance claims by the Insurance Partner
- Recovery of losses, damages, or costs incurred by Tweggo, renters, or third parties
- Full personal liability for any damages, injuries, or losses arising from uninsured or improperly insured vehicles

4.3 Renter Responsibilities

Vehicle renters (“Renters”) are solely responsible for ensuring that they understand and comply with all insurance and usage requirements prior to and during any trip.

Renters shall:

- Review, understand, and expressly accept all applicable insurance terms before confirming any booking
- Ensure that they meet all eligibility criteria established by the relevant Insurance Partner, which may include:
 - Minimum age requirements
 - Valid driver’s license
 - Acceptable driving history
 - Identity verification requirements
- Operate the vehicle strictly in compliance with:
 - All applicable traffic laws and regulations
 - The Tweggo rental agreement and platform terms
 - The specific conditions and limitations of the applicable insurance policy
- Use the vehicle only for permitted purposes, and within approved geographic areas, as defined by the Insurance Partner and platform terms
- Exercise reasonable care and diligence in the use, handling, and security of the vehicle
- Immediately report any incident, including but not limited to:
 - Accidents or collisions
 - Theft or attempted theft
 - Damage (whether minor or major)

- Third-party claims or disputes

Reports must be made to:

- The Host
- The Insurance Partner (as required)
- Relevant authorities where legally required
- Cooperate fully with all post-incident procedures, including:
 - Filing reports
 - Providing statements
 - Submitting documentation or evidence

Financial Liability of Renters

Renters acknowledge and agree that they may be held financially responsible for:

- Deductibles or excess amounts specified under the applicable insurance policy
- Uninsured or underinsured losses, including damages exceeding policy limits
- Losses arising from policy exclusions, including but not limited to prohibited use or unauthorized drivers
- Damages resulting from negligence, misuse, or breach of terms
- Administrative, recovery, or downtime costs, where applicable

4.4 Shared Responsibility and Risk Acknowledgment

Both Hosts and Renters acknowledge that:

- Insurance coverage is conditional and subject to strict compliance with all policy terms
- Any misrepresentation, non-disclosure, or breach of conditions may result in denial of claims
- They may be held jointly or individually liable depending on the nature of the incident and applicable agreements

Users further acknowledge that Tweggo does not monitor, enforce, or guarantee compliance with insurance obligations, and all risks associated with non-compliance are borne solely by the users.

5. CLAIMS PROCESS

5.1 Filing of Insurance Claims

All claims related to insurance coverage for vehicles or trips booked through Tweggo must be initiated directly with the relevant Insurance Partner.

Users (Hosts and Renters) are responsible for:

- Submitting claims promptly in accordance with the timeframes stipulated by the Insurance Partner's policy
- Providing complete and accurate information, including but not limited to:
 - Date, time, and location of the incident
 - Description of events
 - Parties involved
 - Evidence of damages (e.g., photographs, repair estimates)
 - Police reports or official documentation, if required
 - Any additional documentation requested by the Insurance Partner
- Following all procedural requirements set by the Insurance Partner, including claim forms, approvals, and cooperation with investigations

Failure to comply with the insurer's claim procedure may result in partial or full denial of the claim.

5.2 Role of Tweggo in the Claims Process

Tweggo's role in relation to claims is strictly administrative and facilitative and does not extend to insurance adjudication or financial responsibility.

Tweggo may:

- Provide administrative support, including guidance on accessing the insurer's claims portal or understanding documentation requirements
- Facilitate communication between the user and the Insurance Partner to expedite information sharing
- Share relevant trip, booking, or telematics data, where available, to support the investigation of claims (such as:
 - Trip start and end times
 - Vehicle usage data
 - Location tracking information, where telematics devices are installed)
- Acknowledge receipt of notifications related to insurance incidents, but such acknowledgment does not constitute validation or approval of the claim

Tweggo may request additional information from users to assist insurers, but users remain fully responsible for providing accurate and timely data.

5.3 Limitations of Tweggo's Liability

Tweggo does not:

- Adjudicate, assess, or approve claims
- Guarantee any outcome, compensation, or payment related to a claim
- Assume any financial or legal responsibility arising from the claim or insurance policy
- Intervene in disputes between the user and the Insurance Partner regarding coverage, exclusions, or claim settlement

All determinations regarding the validity, approval, scope, and settlement of claims are exclusively made by the Insurance Partner, in accordance with their policy terms, underwriting guidelines, and regulatory obligations.

5.4 User Cooperation and Compliance

Users agree to:

- Fully cooperate with the Insurance Partner throughout the claims process
- Provide truthful and complete information, including any requested documents or evidence
- Comply with all procedural requirements, including inspections, interviews, and communications with the insurer

Failure to cooperate or any act of misrepresentation may result in:

- Denial or reduction of claim settlement
- Disciplinary action on the Tweggo platform, including suspension or removal
- Potential personal liability for damages or costs incurred

5.5 Notification of Incidents

- Users are strongly encouraged to notify Tweggo immediately upon any incident, even if the claim is being handled by the Insurance Partner
- Notification to Tweggo allows the platform to facilitate coordination and provide necessary administrative support, but does not affect the insurer's decision-making or obligation

5.6 Acknowledgment of Risk

By using Tweggo, users acknowledge and accept that:

- Tweggo is not a party to the insurance contract and has no control over claims processing
- Any delays, disputes, or claim denials are solely the responsibility of the Insurance Partner
- Users bear full responsibility for understanding and complying with all insurance terms to protect their own financial and legal interests

6. LIMITATION OF LIABILITY

6.1 General Limitation of Liability

To the fullest extent permitted by applicable law, Tweggo, its affiliates, directors, officers, employees, agents, and partners (other than the insurance providers) shall not be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages, whether arising in contract, tort (including negligence), strict liability, or otherwise.

This limitation applies to, but is not limited to, any damages, losses, costs, or liabilities arising from or related to:

- **Vehicle Use and Operation**
 - Any use or misuse of vehicles listed on the platform
 - Mechanical failure, breakdown, or roadworthiness issues
 - Unauthorized or improper use of a vehicle
- **Accidents, Incidents, and Third-Party Claims**
 - Road traffic accidents, collisions, or personal injury
 - Property damage involving third parties
 - Theft, vandalism, or loss of vehicles or personal belongings
- **Insurance Coverage and Gaps**
 - Absence, insufficiency, or lapse of insurance coverage
 - Policy exclusions, limitations, or conditions
 - Mismatch between user expectations and actual policy coverage
- **Claims Process and Outcomes**
 - Denial, rejection, or partial settlement of claims
 - Delays in claims processing or settlement
 - Disputes between users and Insurance Partners
- **Platform-Related Risks**
 - Errors, interruptions, or unavailability of the platform
 - Inaccuracies in displayed insurance or booking information
 - Failure of integrations, including telematics or third-party systems

6.2 Third-Party Liability Disclaimer

Tweggo shall not be liable for the acts, omissions, errors, or negligence of any third party, including but not limited to:

- **Insurance Partners**, including their:
 - Policy issuance decisions
 - Underwriting practices
 - Claims handling and settlement processes
- **Hosts and Renters**, including:
 - Misuse of vehicles
 - Breach of agreements or policies
 - Misrepresentation or non-disclosure of material facts
- **Service Providers**, including:
 - Telematics providers
 - Payment processors

- Maintenance or inspection partners

All such parties operate independently, and their actions remain solely their own responsibility.

6.3 Misrepresentation and User Conduct

Tweggo shall not be liable for any loss or damage arising from:

- False, inaccurate, or incomplete information provided by users, including insurance details
- Failure by users to disclose material facts affecting insurance coverage or risk
- Violation of platform terms, rental agreements, or insurance conditions
- Fraudulent, illegal, or negligent conduct by any user

Users acknowledge that Tweggo does not independently verify all user-provided information, and reliance on such information is at the user's own risk.

6.4 No Warranty or Guarantee

Tweggo provides the platform and all related services on an "as is" and "as available" basis, without warranties of any kind, whether express or implied.

Tweggo expressly disclaims any warranties regarding:

- Availability, adequacy, or effectiveness of insurance coverage
- Reliability, safety, or condition of vehicles
- Accuracy or completeness of information provided by users or partners
- Outcome of any insurance claim or dispute

6.5 Cap on Liability

To the fullest extent permitted by law, Tweggo's total cumulative liability to any user, for any and all claims arising out of or related to the use of the platform, shall be strictly limited to:

- The total amount of fees actually paid by the user to Tweggo for platform use within the preceding one (1) month, or
- Such minimum amount as required by applicable law, whichever is lower or applicable

If no fees have been paid to Tweggo, Tweggo shall bear no financial liability whatsoever.

6.6 Exclusion of Indirect and Consequential Damages

Under no circumstances shall Tweggo be liable for:

- Loss of profits, revenue, or business opportunities
- Loss of use of vehicle or income (including Host downtime losses)
- Loss of data or reputational damage
- Any indirect, incidental, or consequential damages arising from platform use

Even if Tweggo has been advised of the possibility of such damages.

6.7 Indemnity by Users

Users agree to indemnify, defend, and hold harmless Tweggo from and against any claims, damages, liabilities, losses, and expenses (including legal fees) arising from:

- Their use or misuse of the platform
- Breach of these terms or any applicable insurance policy
- Violation of any law or third-party rights
- Any incident involving a vehicle listed or rented through Tweggo

6.8 Jurisdictional Limitations

Some jurisdictions may not allow certain exclusions or limitations of liability. In such cases:

- The above limitations shall apply to the maximum extent permitted by law
- Any unenforceable provision shall be interpreted in a manner that most closely reflects Tweggo's intent to limit liability

6.9 User Acknowledgment

By using the Tweggo platform, users expressly acknowledge and agree that:

- They assume full responsibility for risks associated with vehicle sharing and insurance coverage
- Tweggo's role is strictly limited to providing a technology platform
- The allocation of risk reflected in this section is a fundamental basis of the agreement between the user and Tweggo

7. DISCLAIMER OF WARRANTIES

7.1 General Disclaimer

To the fullest extent permitted by applicable law, Tweggo provides its platform, services, and all related features on an “as is” and “as available” basis, without any representations or warranties of any kind, whether express, implied, or statutory.

Tweggo expressly disclaims all warranties, including but not limited to:

- Implied warranties of merchantability
- Fitness for a particular purpose
- Non-infringement
- Accuracy, reliability, or completeness of information

7.2 No Warranty on Insurance Products

Tweggo makes no representations, guarantees, or warranties whatsoever regarding any insurance product made available through the platform.

Specifically, Tweggo does not warrant or guarantee:

- The adequacy or sufficiency of coverage for any particular use, risk, or circumstance
- The validity, enforceability, or legal effectiveness of any insurance policy
- The accuracy or completeness of policy descriptions, summaries, or highlights displayed on the platform
- That any policy will meet user expectations or specific needs
- That coverage will be available, uninterrupted, or applicable at all times

All insurance products are subject solely to the terms, conditions, exclusions, and limitations set by the respective Insurance Partner.

7.3 No Warranty on Insurance Partners

Tweggo makes no representations or warranties regarding the performance, reliability, or financial standing of any Insurance Partner.

Without limitation, Tweggo does not guarantee:

- The financial stability, solvency, or creditworthiness of any insurer
- The quality, speed, or fairness of underwriting or claims handling
- The approval, settlement, or payout of any claim
- The continued participation or availability of any Insurance Partner on the platform

Users acknowledge that all Insurance Partners operate independently, and any engagement with them is at the user’s own risk.

7.4 No Warranty on Availability or Continuity

Tweggo does not warrant that:

- Insurance products will be continuously available on the platform
- Coverage options will remain unchanged over time
- Any specific policy, pricing, or feature will be offered at the time of booking or use

Insurance offerings may be modified, suspended, or discontinued at any time by the Insurance Partner or due to regulatory, operational, or commercial considerations.

7.5 Informational Content Disclaimer

Any insurance-related information provided on the Tweggo platform, including summaries, FAQs, or support content:

- Is provided for general informational purposes only
- Does not constitute legal, financial, or insurance advice
- Should not be relied upon as a substitute for reviewing official policy documents

Users are solely responsible for reviewing the full policy documentation and seeking independent advice where necessary.

7.6 Third-Party Provision of Insurance Products

All insurance products accessible through Tweggo are:

- Provided, managed, and controlled exclusively by third-party Insurance Partners
- Delivered under the Insurance Partner's own systems, terms, and contractual frameworks

Accordingly, all such products are provided strictly on an "as is" basis, without any warranties, guarantees, or assurances from Tweggo.

7.7 User Acknowledgment

By using the Tweggo platform, users expressly acknowledge and agree that:

- Tweggo does not guarantee or warrant any aspect of insurance coverage or services
- Any reliance on insurance products or related information is entirely at the user's own risk
- The selection, suitability, and performance of insurance coverage are solely the responsibility of the user and the Insurance Partner

8. INDEMNIFICATION

8.1 General Indemnity Obligation

Users (including both Hosts and Renters) agree to indemnify, defend, and hold harmless Tweggo Networks Limited, its parent company, subsidiaries, affiliates, directors, officers, employees, agents, contractors, and partners (collectively, the “Tweggo Parties”) from and against any and all claims, demands, actions, proceedings, damages, losses, liabilities, costs, and expenses (including legal fees on a full indemnity basis) arising out of or related to their use of the Tweggo platform.

This indemnity obligation applies whether arising in contract, tort (including negligence), strict liability, or otherwise, and regardless of whether such claims are brought by third parties or other users.

8.2 Scope of Indemnification

Without limitation, users agree to indemnify and hold harmless the Tweggo Parties from any claims, damages, liabilities, or expenses arising from or related to:

a) Breach of this Policy or Platform Terms

- Any violation of this Insurance Policy, Terms of Service, or any other applicable agreement
- Failure to comply with applicable laws, regulations, or insurance requirements
- Breach of any representations, warranties, or undertakings made by the user

b) Insurance-Related Failures

- Failure to maintain valid, active, and appropriate insurance coverage
- Lapse, cancellation, or insufficiency of insurance policies
- Non-compliance with insurance policy terms, conditions, or exclusions
- Any denial, rejection, or limitation of insurance claims resulting from user actions or omissions

c) Misrepresentation or Non-Disclosure

- Provision of false, misleading, or incomplete information, including insurance details
- Failure to disclose material facts affecting risk, coverage, or eligibility
- Fraudulent or deceptive conduct in relation to insurance or platform usage

d) Misuse of the Platform or Vehicles

- Improper, unauthorized, or illegal use of the platform
- Misuse, negligent use, or abuse of any vehicle listed or rented through Tweggo
- Use of a vehicle in violation of:
 - Traffic laws
 - Rental agreements
 - Insurance policy conditions

e) Accidents, Damages, and Third-Party Claims

- Any accident, injury, death, or property damage arising from vehicle use
- Claims brought by third parties, including passengers, pedestrians, or other motorists
- Loss, theft, or damage to vehicles or personal property

f) Insurance Disputes

- Any disputes, disagreements, or legal actions involving:
 - Insurance coverage
 - Policy interpretation
 - Claims handling or settlement
- Any claim brought against Tweggo in connection with actions or decisions of an Insurance Partner

8.3 Defense and Cooperation

Users agree to:

- Promptly notify Tweggo of any claim or potential claim subject to indemnification
- Provide full cooperation in the defense or settlement of such claims
- Allow Tweggo to assume control of the defense and settlement, where applicable

Tweggo reserves the right to select its own legal counsel and manage its defense at the user's expense, where indemnification applies.

8.4 Recovery of Costs

The indemnifying user shall be responsible for all costs and expenses incurred by Tweggo, including but not limited to:

- Legal fees and court costs
- Investigation and administrative expenses
- Settlement amounts or damages awarded
- Any other reasonable costs arising from the claim

Tweggo reserves the right to recover such costs directly from the user, including through:

- Deduction from user balances
- Withholding of payouts
- Legal recovery processes

8.5 Continuing Obligation

The obligations under this Section shall:

- Survive termination or suspension of the user's account
- Continue to apply indefinitely with respect to any events occurring during the period of platform use

8.6 No Limitation of Other Rights

This indemnification provision is in addition to, and does not limit, any other rights or remedies available to Tweggo under:

- Applicable law
- Other provisions of this Policy or platform agreements

8.7 User Acknowledgment

By using the Tweggo platform, users expressly acknowledge and agree that:

- They bear full responsibility for their actions, omissions, and compliance obligations
- Tweggo operates solely as a technology platform and should not bear risk arising from user conduct
- This indemnity is a fundamental condition of access to and use of the platform

9. INSURANCE POLICY ACCESS

9.1 Availability and Access to Insurance Documentation

Tweggo is committed to promoting transparency by facilitating access to insurance-related information; however, full responsibility for reviewing and understanding such information rests solely with the user.

Users are strongly advised and expected to:

- **Carefully read and review all insurance-related materials** made available on the Tweggo platform, including:
 - Policy summaries
 - Coverage highlights
 - Frequently asked questions (FAQs)
 - Any disclaimers or notices provided
- **Request and obtain complete, official policy documents directly from the relevant Insurance Partner**, including:
 - Full policy wording
 - Terms and conditions
 - Exclusions and limitations
 - Endorsements and riders
 - Claims procedures and requirements
- **Verify that the documentation reviewed is current, accurate, and applicable** to their specific vehicle, trip, or usage scenario
- **Seek independent clarification or professional advice**, where necessary, to fully understand:
 - Coverage scope
 - Financial exposure (e.g., deductibles/excess)
 - Rights and obligations under the policy

Tweggo does not guarantee that summaries or excerpts displayed on the platform fully capture all policy details, and such summaries are provided strictly for convenience.

9.2 User Duty of Due Diligence

Users acknowledge that it is their sole responsibility to conduct adequate due diligence before relying on any insurance product available through the platform.

This includes, without limitation:

- Confirming that the insurance policy is valid, active, and applicable to the intended use
- Understanding all coverage limits, exclusions, and conditions
- Verifying eligibility requirements and compliance obligations
- Ensuring that their actions do not invalidate or compromise coverage

Failure to perform due diligence shall be entirely at the user's risk and shall not create any liability on the part of Tweggo.

9.3 No Reliance on Platform Content

Users agree that:

- Any insurance-related information provided on the Tweggo platform is for general informational purposes only
- Such information does not constitute legal, financial, or insurance advice
- Users must not rely solely on platform content when making decisions regarding insurance coverage

All decisions regarding insurance selection and usage are made independently and at the user's own discretion.

9.4 Acknowledgment and Acceptance of Insurance Terms

By accessing, selecting, or using any insurance product through the Tweggo platform, users expressly acknowledge and confirm that:

- They have read, understood, or have had the opportunity to read and understand all applicable insurance policy terms
- They have accepted all terms, conditions, exclusions, and limitations associated with such policies
- They are aware that coverage is conditional and subject to strict compliance with policy requirements
- They assume full responsibility for any risks, gaps, or limitations in coverage

9.5 Assumption of Risk

Users further acknowledge and agree that:

- Any failure to review or understand insurance policies does not relieve them of their obligations or liabilities
- They bear full financial and legal responsibility for any losses not covered by insurance
- Tweggo shall not be held liable for any consequences arising from:
 - Lack of access to full policy documentation
 - Misinterpretation or misunderstanding of insurance terms
 - Failure to request or review complete policy details

9.6 Continuous Obligation

The obligation to review and understand insurance policies is ongoing and applies:

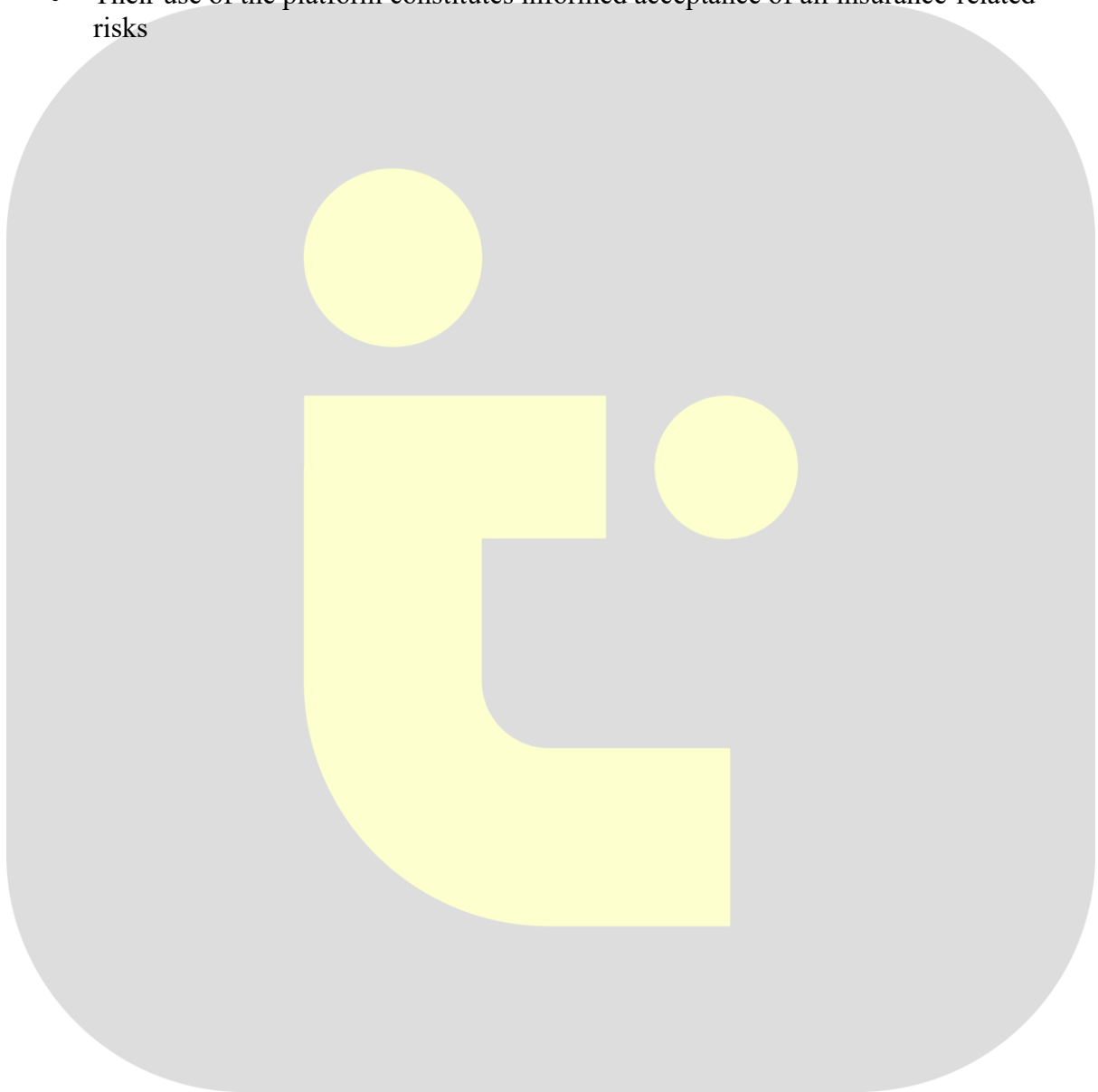
- Before listing or booking a vehicle
- Prior to each trip or transaction
- Whenever there are updates, changes, or new insurance products introduced

Users are responsible for staying informed of any updates that may affect their coverage.

9.7 User Acknowledgment

By using the Tweggo platform, users expressly agree that:

- They have been given adequate opportunity to access and review insurance information
- They accept that Tweggo's role is limited to facilitating access, not ensuring comprehension
- Their use of the platform constitutes informed acceptance of all insurance-related risks



10. COMPLIANCE WITH LAWS

10.1 General Legal Compliance

All users of the Tweggo platform, including Hosts and Renters, are required to fully comply with all applicable laws, regulations, and legal requirements in the jurisdictions in which they operate, access, or use the platform.

This obligation applies at all times, including before, during, and after any vehicle listing, booking, or trip conducted through Tweggo.

Users acknowledge that legal compliance is their sole responsibility, and Tweggo does not assume any obligation to monitor, enforce, or guarantee such compliance.

10.2 Compliance with Insurance Laws and Regulations

Users must comply with all applicable insurance laws and regulatory requirements, including but not limited to:

- Maintaining valid and legally required insurance coverage for vehicles at all times
- Ensuring that any insurance policy used:
 - Meets minimum statutory requirements
 - Is issued by a duly licensed and authorized insurer
 - Is appropriate for the intended use, including peer-to-peer sharing or commercial rental, where applicable
- Adhering to all policy conditions, endorsements, and exclusions
- Complying with claims reporting obligations and regulatory timelines

Failure to comply with insurance laws may result in:

- Legal penalties or sanctions imposed by regulatory authorities
- Invalidation or denial of insurance claims
- Personal financial liability for damages or losses

10.3 Compliance with Road Traffic and Safety Laws

All users, particularly Renters operating vehicles, must strictly adhere to all road traffic laws and safety regulations, including but not limited to:

- Holding a valid and legally recognized driver's license for the class of vehicle being operated
- Observing all traffic rules, including speed limits, signage, and right-of-way laws
- Avoiding driving under the influence of alcohol, drugs, or any impairing substances
- Ensuring the use of seat belts and required safety equipment
- Complying with laws relating to:
 - Vehicle loading and passenger limits
 - Parking and designated usage areas
 - Use of mobile devices while driving

Any violation of traffic laws may:

- Invalidate insurance coverage
- Result in fines, penalties, or criminal liability
- Lead to account suspension or removal from the Tweggo platform

10.4 Licensing and Eligibility Requirements

Users must ensure that they meet all licensing and eligibility requirements applicable within their jurisdiction, including:

- Possession of a valid, current, and appropriate driver's license
- Compliance with any minimum age or driving experience requirements imposed by:
 - Law
 - Insurance Partners
 - Tweggo platform policies
- Ensuring that any vehicle listed on the platform:
 - Is properly registered with relevant authorities
 - Has valid inspection certificates, where required
 - Meets all roadworthiness and safety standards

Hosts must ensure that their vehicles are legally eligible for rental or sharing use, where such classification is required by law.

10.5 Cross-Border and Jurisdictional Compliance

Where vehicles are used across different regions or jurisdictions, users must:

- Comply with all applicable cross-border legal and insurance requirements
- Ensure that insurance coverage is valid in all areas of operation
- Adhere to customs, transport, and regulatory requirements applicable to cross-border travel

Failure to comply may result in:

- Invalid insurance coverage
- Seizure of vehicles or legal penalties
- Personal liability for any resulting damages or losses

10.6 Prohibited and Illegal Activities

Users are strictly prohibited from using the Tweggo platform or any vehicle listed therein for any unlawful or prohibited purpose, including but not limited to:

- Criminal activities or transportation of illegal goods
- Fraud, misrepresentation, or identity misuse
- Use of vehicles in unsafe, reckless, or unauthorized manners
- Any activity that violates public policy, safety regulations, or applicable laws

Any such activity may result in:

- Immediate suspension or termination of access to the platform
- Reporting to law enforcement authorities
- Legal action and financial liability

10.7 Responsibility for Penalties and Legal Consequences

Users shall bear full responsibility for any fines, penalties, damages, or legal consequences arising from their failure to comply with applicable laws, including:

- Traffic violations and citations
- Regulatory breaches
- Civil or criminal liability
- Third-party claims or damages

Tweggo shall not be liable for any such consequences, and reserves the right to recover any related costs incurred due to user non-compliance.

10.8 No Monitoring or Enforcement Obligation by Tweggo

Users acknowledge that:

- Tweggo does not actively monitor or enforce compliance with all laws and regulations
- Any tools, checks, or verification processes provided by Tweggo are supplementary only and do not guarantee compliance
- Users remain fully and independently responsible for ensuring adherence to all legal requirements

10.9 User Acknowledgment

By using the Tweggo platform, users expressly acknowledge and agree that:

- Compliance with all applicable laws is a fundamental condition of platform use
- They assume full legal responsibility for their actions and omissions
- Any breach of legal obligations may result in:
 - Loss of insurance coverage
 - Financial liability
 - Legal penalties
 - Removal from the platform

11. POLICY UPDATES

11.1 Right to Modify or Update

Tweggo reserves the full and unrestricted right, at its sole discretion, to modify, amend, update, or replace this Insurance Policy at any time, with or without prior notice, to reflect:

- Changes in applicable laws, regulations, or regulatory requirements
- Updates to platform features, services, or business operations
- Revisions to partnership arrangements with Insurance Partners
- Enhancements to risk management, compliance, or operational practices
- Clarifications, corrections, or improvements to existing provisions

Such modifications may include, but are not limited to:

- Changes in user responsibilities
- Adjustments to liability limitations
- Updates to claims processes or insurance structures
- Inclusion of new sections, terms, or definitions

11.2 Method of Notification

Tweggo may, but is not obligated to, notify users of updates to this Policy through one or more of the following channels:

- Publication of the updated Policy on the Tweggo website or mobile application
- In-app notifications or alerts
- Email communication to registered users
- Dashboard notices or banners

The “Effective Date” of the updated Policy will be indicated at the top or within the document.

Users are responsible for regularly reviewing the Policy to stay informed of any updates or changes.

11.3 Effective Date and Applicability

Unless otherwise stated, any updates or modifications to this Policy shall:

- Become effective immediately upon publication on the platform
- Apply to all current and future use of the Tweggo platform
- Govern all ongoing and subsequent transactions, including bookings, listings, and insurance-related activities

In certain cases, Tweggo may specify a future effective date, in which case the updated Policy will take effect on that date.

11.4 Acceptance of Updated Policy

By continuing to access or use the Tweggo platform after any updates to this Policy, users:

- Acknowledge and agree to be bound by the revised terms
- Confirm that they have reviewed or have had the opportunity to review the updated Policy
- Waive any right to object to such changes on the basis of lack of notice, where the Policy has been made available on the platform

If a user does not agree with any updated terms, their sole remedy is to:

- Discontinue use of the platform immediately
- Terminate their account in accordance with platform procedures

11.5 No Requirement for Individual Consent

Users acknowledge that:

- Tweggo is not required to obtain individual consent for each Policy update
- Continued use of the platform constitutes legally binding acceptance of all modifications

11.6 Superseding Effect

Any updated version of this Policy shall:

- Supersede and replace all prior versions
- Govern all matters relating to insurance and liability from the effective date onward

In the event of any conflict between versions, the most current version published on the platform shall prevail.

11.7 User Responsibility

Users are solely responsible for:

- Periodically reviewing this Policy for updates
- Ensuring continued compliance with the latest terms
- Understanding how changes may affect their rights, obligations, and risk exposure

Failure to review updated terms shall not relieve users of their obligations under the revised Policy.

11.8 Acknowledgment

By using the Tweggo platform, users expressly acknowledge and agree that:

- Policy updates are a necessary part of platform operations and regulatory compliance

- They accept the dynamic nature of the Policy
- Their continued use constitutes informed and binding acceptance of all updates



12. GOVERNING LAW & JURISDICTION

12.1 Governing Law

This Insurance Policy, and any rights, obligations, or disputes arising out of or in connection with it, shall be governed by and construed in accordance with the laws of the Republic of Kenya, without regard to its conflict of law principles.

This includes, without limitation, the application of:

- Applicable contract laws
- Insurance and regulatory frameworks
- Consumer protection laws
- Any other relevant statutory or regulatory provisions in force within Kenya

12.2 Jurisdiction of Courts

Subject to any applicable dispute resolution provisions, all disputes, claims, or controversies arising out of or relating to this Policy, the use of the Tweggo platform, or any insurance-related matter shall be:

- Submitted to the exclusive jurisdiction of the competent courts of Kenya
- Heard and determined in courts located within Kenya

Users expressly agree that no other courts or jurisdictions shall have authority, except where such exclusivity is prohibited by applicable law.

12.3 Venue

For the purposes of convenience and legal certainty, the parties agree that the appropriate venue for any legal proceedings shall be:

- Courts located within the Republic of Kenya, including but not limited to courts in Nairobi, unless otherwise required by law

Users waive any objection to such venue on the basis of:

- Inconvenience
- Lack of jurisdiction
- Forum non conveniens

12.4 Dispute Resolution (Optional Pre-Litigation Process)

Where feasible, users agree to first attempt to resolve disputes amicably before initiating formal legal proceedings. This may include:

- Direct communication between the parties involved
- Engagement with the relevant Insurance Partner (where applicable)
- Escalation through Tweggo's internal support or dispute resolution channels

Nothing in this section shall prevent any party from seeking urgent legal remedies where necessary.

12.5 Exclusion of Foreign Laws

Users acknowledge and agree that:

- The laws of jurisdictions outside Kenya shall not apply, except where mandatorily required by international or cross-border legal obligations
- Any use of the platform from outside Kenya is undertaken at the user's own risk, and users remain responsible for compliance with both local and Kenyan laws

12.6 Severability and Enforceability

If any provision of this section is found to be:

- Invalid
- Illegal
- Unenforceable

By a court of competent jurisdiction, such provision shall be:

- Severed or modified to the minimum extent necessary to make it enforceable
- Without affecting the validity and enforceability of the remaining provisions

12.7 Binding Effect

This Governing Law and Jurisdiction clause shall:

- Apply to all users of the Tweggo platform, regardless of their location
- Survive termination or suspension of user accounts
- Remain binding in respect of any disputes arising after termination

12.8 User Acknowledgment

By accessing or using the Tweggo platform, users expressly acknowledge and agree that:

- They are legally bound by the laws of Kenya in relation to this Policy
- They submit to the exclusive jurisdiction of Kenyan courts
- This clause forms a fundamental basis of the legal relationship between the user and Tweggo

13. ACCEPTANCE OF TERMS

13.1 Binding Acceptance

By accessing, registering on, or using the Tweggo platform in any manner, all users (including Hosts and Renters) expressly acknowledge, understand, and agree to be legally bound by this Insurance Policy, together with all related terms, conditions, and agreements incorporated by reference.

Such acceptance shall be deemed to occur through:

- Account registration
- Clicking to accept terms (where applicable)
- Listing a vehicle or making a booking
- Continued access to or use of the platform

This Policy constitutes a legally binding agreement between the user and Tweggo Networks Limited.

13.2 Acknowledgment of Tweggo's Role

Users expressly acknowledge and agree that:

- Tweggo operates solely as a technology platform and intermediary marketplace
- Tweggo is not an insurer, insurance broker, agent, or underwriter
- Tweggo does not:
 - Issue or underwrite insurance policies
 - Provide insurance advice or recommendations
 - Guarantee the availability, adequacy, or effectiveness of any insurance coverage
 - Assume any risk associated with insurance or vehicle usage

Users agree that any reliance on insurance products accessed through the platform is entirely at their own risk.

13.3 Third-Party Insurance Provision

Users acknowledge and agree that:

- All insurance products available through the Tweggo platform are provided exclusively by independent, licensed third-party Insurance Partners
- Such Insurance Partners are solely responsible for:
 - Policy issuance and underwriting
 - Determination of premiums and coverage
 - Claims handling, assessment, and settlement
- Any insurance policy constitutes a separate legal contract between the user and the relevant Insurance Partner

Tweggo shall not be deemed a party to any insurance contract.

13.4 User Responsibility and Assumption of Risk

Users expressly acknowledge and accept that they bear full responsibility for:

- Reviewing and understanding all applicable insurance policies
- Ensuring compliance with all policy terms, conditions, and requirements
- Verifying coverage scope, limitations, exclusions, and deductibles
- Ensuring that their actions do not invalidate or compromise coverage

Users further acknowledge that:

- Failure to understand or comply with insurance terms does not relieve them of liability
- They assume all risks associated with vehicle use, insurance coverage, and potential gaps in protection
- They may be held personally and financially liable for any losses not covered by insurance

13.5 Informed Consent

By using the platform, users confirm that:

- They have read or have had the opportunity to read this Insurance Policy in full
- They understand the allocation of risk and limitation of liability set out herein
- They agree to be bound by all provisions, including those relating to:
 - Limitation of liability
 - Indemnification
 - Claims processes
 - Compliance with laws

Users further agree that their acceptance is informed, voluntary, and unconditional.

13.6 Continuous Acceptance

Continued use of the Tweggo platform shall constitute:

- Ongoing acceptance of this Policy and any updates made pursuant to Section 11 (Policy Updates)
- Agreement to comply with all current and future terms applicable to insurance and liability

13.7 No Reliance on Representations

Users acknowledge that:

- They have not relied on any representations, statements, or assurances not expressly set out in this Policy
- Any information provided outside of official policy documents is non-binding and for informational purposes only

13.8 Right to Discontinue Use

If a user does not agree with any provision of this Policy, their sole and exclusive remedy is to:

- Immediately discontinue use of the Tweggo platform
- Terminate their account in accordance with platform procedures

Continued use after disagreement shall be deemed acceptance of the terms.

13.9 User Acknowledgment

By using the Tweggo platform, users expressly acknowledge and agree that:

- Tweggo is not an insurer and bears no insurance-related liability
- All insurance services are provided solely by third-party Insurance Partners
- Users bear full and independent responsibility for understanding, selecting, and complying with insurance coverage
- They accept the risks, obligations, and limitations outlined in this Policy as a fundamental condition of platform use

14. CONTACT INFORMATION

14.1 General Inquiries and Support

For any questions, clarifications, or concerns relating to this Insurance Policy or the use of the Tweggo platform, users are encouraged to contact Tweggo through the official communication channels provided below.

Tweggo will make reasonable efforts to respond to inquiries in a timely and professional manner, particularly where such inquiries relate to:

- Interpretation of this Policy
- Platform functionality and insurance integration
- Guidance on accessing Insurance Partners
- General user support and issue resolution

14.2 Insurance-Specific Inquiries

Users acknowledge that Tweggo is not responsible for providing detailed insurance advice or policy-specific clarifications. Accordingly:

- All inquiries relating to insurance coverage, claims, policy terms, or disputes should be directed primarily to the relevant Insurance Partner
- Tweggo may, at its discretion, facilitate introductions or communication, but does not guarantee resolution or response from third parties

14.3 Official Contact Channels

Users may reach Tweggo through the following official channels:

- **Company Name:** Tweggo Networks Limited
- **Email:** info@tweggoapp.com
- **Website:** www.tweggoapp.com

Tweggo reserves the right to:

- Update or change contact details at any time
- Introduce additional support channels (e.g., in-app chat, help center, or ticketing systems)

Users are responsible for ensuring they use official and verified communication channels to avoid fraud or misinformation.

14.4 Communication Records

Users agree that:

- Any communication with Tweggo may be recorded, stored, and used for:
 - Customer support

- Quality assurance
- Dispute resolution
- Legal and regulatory compliance
- Such records may be used as evidence in resolving disputes or enforcing this Policy, subject to applicable data protection laws

14.5 Response Limitations

While Tweggo aims to provide helpful and timely responses:

- It does not guarantee immediate resolution of all inquiries
- It is not obligated to resolve disputes between users and third parties, including Insurance Partners
- Any guidance provided shall be informational only and shall not constitute legal or insurance advice

14.6 Closing Statement

This Insurance Policy is designed to ensure clarity, transparency, and proper allocation of responsibilities among all parties using the Tweggo platform. It reflects Tweggo's commitment to operating as a secure, compliant, and technology-driven marketplace, while clearly defining the limits of its role in relation to insurance services.

By using the Tweggo platform, users acknowledge that they have:

- Read and understood this Policy in its entirety
- Accepted the allocation of risk and responsibilities outlined herein
- Agreed to act in good faith, with due diligence, and in full compliance with all applicable laws and insurance requirements

Tweggo encourages all users to remain informed, responsible, and proactive in managing their insurance obligations to ensure a safe and reliable platform experience for all.

APPENDIX A – APPLICABLE LAWS, STATUTES, AND LEGISLATIONS

This Appendix identifies the key laws, statutes, regulations, and guidelines applicable to the use of the Tweggo platform and the implementation of this Governing Insurance Policy. Users, Hosts, and Renters are expected to comply fully with all relevant legal requirements in connection with insurance, vehicle use, licensing, and marketplace operations.

A.1 Insurance Laws and Regulations

The following statutes and regulations govern insurance provision, contracts, and regulatory compliance in Kenya:

1. **Insurance Act, Cap 487 (Revised 2022)**
 - Governs licensing, operation, and regulation of insurance companies and brokers
 - Sets requirements for vehicle insurance and compliance with the Insurance Regulatory Authority (IRA)
2. **Insurance Regulatory Authority (IRA) Guidelines**
 - Regulates underwriting practices, claims management, and insurance products in Kenya
 - Ensures insurers maintain solvency, proper disclosures, and compliance with policyholder rights
3. **Motor Vehicle Insurance (Third-Party Risks) Act, Cap 405**
 - Mandates minimum third-party liability insurance for all motor vehicles
 - Establishes legal requirements for liability coverage and claim processes
4. **Insurance (Motor Vehicle Third Party Risks) Regulations, 2002**
 - Provides detailed rules on third-party coverage, claim settlement, and policy issuance
5. **Consumer Protection Act, 2012**
 - Ensures fair practices, transparency, and consumer rights in insurance transactions
 - Applicable to all users accessing insurance through the Tweggo platform

A.2 Road Traffic and Vehicle Laws

Users renting or operating vehicles through Tweggo must comply with:

1. **Traffic Act, Cap 403**
 - Governs road traffic rules, licensing, vehicle operation, and driver conduct
2. **National Transport and Safety Authority (NTSA) Regulations**
 - Sets standards for vehicle registration, roadworthiness, and public safety
 - Regulates cross-border vehicle travel and licensing requirements
3. **Road Traffic (Traffic Control) Regulations, 2004**
 - Establishes rules for speed limits, traffic signs, and accident reporting
4. **Road Traffic (Vehicle Inspection) Regulations**
 - Mandates regular vehicle inspections and certification for road use
5. **Penal Code (Cap 63) – Traffic Offences Provisions**

- Defines criminal liabilities arising from reckless or negligent vehicle use

A.3 Digital Platform and Technology Compliance

Tweggo's platform operations are subject to:

1. **Computer Misuse and Cybercrimes Act, 2018**
 - Governs digital platforms, data security, and protection of user information
2. **Data Protection Act, 2019**
 - Regulates collection, storage, and processing of personal data by technology platforms
 - Ensures users' personal, financial, and vehicle-related data is protected
3. **Electronic Transactions Act, 2009**
 - Recognizes digital contracts, electronic signatures, and online acceptance of terms

A.4 Contractual and General Legal Framework

All users and Tweggo must comply with general Kenyan legal principles, including:

1. **Law of Contract**
 - Governs the enforceability of agreements, including the Terms of Service and this Insurance Policy
2. **Civil Procedure Code, Cap 21**
 - Governs dispute resolution, claims, and enforcement of legal rights in courts of Kenya
3. **Limitation of Liability and Tort Law Principles**
 - Applies to liability, negligence, and indemnification clauses within the Policy

A.5 Regulatory Authorities

Users are expected to recognize and comply with the oversight of:

- **Insurance Regulatory Authority (IRA)** – Regulation of insurers and brokers
- **National Transport and Safety Authority (NTSA)** – Vehicle licensing, inspection, and driver compliance
- **Office of the Data Protection Commissioner** – Personal data protection and privacy compliance
- **Kenya Law Reports** – Access to statutes, amendments, and judicial precedents

A.6 Cross-References to Policy Sections

Policy Section	Applicable Laws / Regulations
2. Role of Tweggo	Insurance Act, Cap 487; IRA Guidelines
3. Insurance Coverage Structure	Insurance Act, Cap 487; Motor Vehicle Insurance Act, Cap 405
4. User Responsibilities	Traffic Act, Cap 403; Motor Vehicle Insurance Act, Cap 405; IRA Guidelines
5. Claims Process	IRA Guidelines; Insurance Act, Cap 487
6. Limitation of Liability	Law of Contract; Tort Law Principles
7. Disclaimer of Warranties	Law of Contract; Consumer Protection Act, 2012
8. Indemnification	Law of Contract; Civil Procedure Code, Cap 21
9. Insurance Policy Access	Insurance Act, Cap 487; Consumer Protection Act, 2012
10. Compliance with Laws	Traffic Act, Cap 403; NTSA Regulations; Insurance Act, Cap 487
11. Policy Updates	Electronic Transactions Act, 2009
12. Governing Law & Jurisdiction	Law of Kenya; Civil Procedure Code, Cap 21
13. Acceptance of Terms	Electronic Transactions Act, 2009; Law of Contract
14. Contact Information	Data Protection Act, 2019; Cybercrimes Act, 2018

A.7 Acknowledgment

By using the Tweggo platform, users acknowledge that they:

- Are aware of the applicable laws and regulations affecting their use of the platform
- Understand that compliance with these laws is their sole responsibility
- Accept that Tweggo does not assume liability for non-compliance or legal breaches

*****END OF DOCUMENT*****