



Parking Peace of Mind
Excess Protection Insurance
Policy Wording

About this policy

This Policy has been arranged by WeCovr (<https://wecovr.com>, trading name of Political and Credit Risks Limited) and Rhino Protect Limited and is administered by ARAG plc who is a coverholder of the *insurer*, ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. This can be checked by visiting the FCA website at www.fca.org.uk/register.

ARAG Allgemeine Versicherungs- AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm reference number 722744.

This *policy* is a contract of insurance between *you* and the *insurer* and is made up of this booklet and *your schedule* including any *endorsements*. It is based on the statements and information *you* gave *us* or the information that was given on *your* behalf when *you* applied for the insurance. *We* used that information to assess the cover *we* would provide for *you* and to set the *premium* and *policy* conditions required for that cover.

In return for the payment of *your premium* the *insurer* will provide the insurance cover detailed in this *policy* document, subject to the terms, conditions, and limitations shown below or as amended in writing by *us* and during the *period of insurance*.

Unless expressly stated nothing in this *policy* will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Insurance Broker

WeCovr (<https://wecovr.com>, trading name of Political and Credit Risks Limited), authorised and regulated by the Financial Conduct Authority (FCA reference number 735613), with JustPark Parking Limited acting as its Appointed Representative, Insurance Broker who sold *you* or provided *you* with this policy and through whom *you* booked *your* parking as confirmed by *your* Parking Confirmation.

Making a claim

If *you* need to notify a potential claim, please call or write to us:

Tel: **01455 852100**

Email: claims@rhinoprotectinsurance.com, with a copy to claims@wecovr.com

You should provide *your* policy number and a description of the circumstances of the claim. A claim form will then be provided and *you* should complete this and return it without delay.

Eligibility Statement

Before *you* purchase this *Policy* and during the *period of insurance* *you* will need to meet each of the following eligibility statements:

- *You* have agreed to purchase Excess Protection Insurance for *your* vehicle as *you* would like *your excess* reimbursed following a successful claim under *your motor insurance policy* for an incident that happened whilst *you* were parked in a space rented through JustPark Parking Ltd.
- The insured person under this policy is the individual stated on the *motor insurance policy*.
- *Your vehicle* is a car, van, minibus, or motorcycle.
- *You* have a valid parking session booked through JustPark Parking Ltd for the duration for which this policy provides cover.
- The insured *vehicle* is not a rental vehicle.

If *you* cannot agree to each of the above statements throughout the Period of Insurance, please contact *your* Insurance Broker immediately.

Definitions

The following words or phrases have the same meaning whenever they appear in italics in this document.

Accidental

Unintentional and unpremeditated by *you*.

Excess

The sum that *you* are required to pay under the terms of *your motor insurance policy* as a contribution to the *total loss* value or repair cost of *your vehicle*, following an *insured event*.

Insured Event

An *accidental* incident involving *your motor vehicle*, in respect of which *you* make a claim under the terms of *your motor insurance policy*.

Insurer

ARAG plc who is a coverholder of the *insurer*, ARAG Allgemeine Versicherungs-AG Branch UK.

Motor Insurance Policy

Your insurance policy covering *your vehicle* for use by the *policyholder* issued by a UK motor insurer.

Parking confirmation

The email *you* received which confirms the details of *your parking booking*.

Period of Insurance

The period for which we have accepted the premium as stated in *your Policy Schedule* and the duration of *your park* as shown on *your parking confirmation*.

Policy

The contract between *us* and *you*, as set out in this document.

Policyholder

The person who has taken out this *policy* and whose name appears on the associated *motor insurance policy*, provided always that they are aged 18 years or over.

Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man.

Total Loss

Damage which renders *your vehicle* beyond economic repair.

Vehicle

The motor vehicle owned and insured by *you* which is detailed in the Policy Schedule.

We, Our, Us

ARAG plc.

You, Your

The *policyholder* together with any person aged 18 years or over who is named as a driver under the *policyholder's motor insurance policy*.

This policy will cover

We will indemnify *you* and provide the insurance described below subject to the terms, conditions, limitations and exclusions contained in this *policy*.

1. Cover will be provided for the *excess* that *you* are responsible for following the successful settlement of any loss, destruction, or damage claim for *your motor vehicle* under *your motor insurance policy* in respect of claims arising as a result of accidental damage, fire, theft, or vandalism which occurred during the Period of Insurance. Where *you* were at fault the claim will be settled when *we* are in receipt of the settlement letter from *your Motor Insurer*.
2. For claims where *you* are deemed either partially at fault or not at fault; it is *your* responsibility to recover *your excess* from the third party. If *your excess* is not recovered from the third party within 6 months from the date of Incident, we will reimburse any *excess* payment for which *you* have been made liable up to the aggregate claims limit insured under this policy, subject to receipt of reasonable proof that all best efforts have been made to recover *your excess*. If, after we have reimbursed *your Excess* payment, *you* manage to recover the *excess* from the third party then this *excess* amount must be made payable to us.
3. Cover will only operate when the *excess* of your *motor insurance policy* is exceeded and following the successful claim payment under your *motor insurance policy*.

The maximum amount payable under this policy will be the aggregate claims limit as shown in your Policy Schedule. Once the aggregate claims limit is exhausted this policy is automatically cancelled and *you* are then liable for all and any future *excess* payments as defined in your *motor insurance policy*.

This policy will not cover

We will not pay claims arising from or caused by:

1. Any claim that *your motor insurance policy* does not cover, or the *excess* thereunder is not exceeded.
2. Any claim notified more than 30 days after the date of the settlement of the *insured event* by the *motor insurance policy*.
3. Any claim other than one relating to *your vehicle* as shown on *your* Policy Schedule.
4. Any *excess* payable on warranty policies.
5. Any *excess* in respect of theft or attempted theft of personal effects.
6. Any *excess* in respect of a *policyholder* named as a company only and not including the individual person(s) authorised by the company to drive the *motor vehicle*.
7. Any claim under *your motor insurance policy* which did not occur during the *period of insurance* as shown on *your* Policy Schedule.
8. Any claim that has been made good, waived or reimbursed by a third party.
9. Any contribution or deduction from the settlement of *your* claim against *your motor insurance policy* other than the stated policy *excess* for which *you* have been made liable.
10. Any claim arising from breakdown or misfuel.
11. Any claim arising from riot or civil commotion occurring outside of the *territorial limits*.
12. Any liability *you* accept by agreement or contract without *our* prior agreement in writing.
13. Any loss destruction or damage that occurs whilst *your motor vehicle* is being used in any sort of competitions or rallies, for hire or reward, delivery or courier purposes, or for driving tuition; used as taxis, or for racing, pace making, speed testing or in reliability trials.
14. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority.
15. Any direct or indirect consequence of:
 - i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.
16. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

General conditions

Failure to keep to any of these conditions may lead the *insurer* to cancel *your policy*, refuse a claim or withdraw from an ongoing claim.

Motor Insurance

You hold, keep and maintain valid motor insurance cover on the *vehicle* for the full duration of this policy.

Aggregate Limit

Your excess protection insurance will continue to respond for the *period of insurance* or until your aggregate claims limit is exhausted, whichever comes first.

Fraud

You must not act in a fraudulent way. If *you* or anyone acting for *you*:

- fails to reveal or hides a fact likely to influence whether the *insurer* accepts *your* proposal, *your* renewal, or any adjustment to *your policy*;
- fails to reveal or hides a fact likely to influence the cover *they* provide;
- makes a statement to *us* or anyone acting on *our* behalf, knowing the statement to be false;
- sends *us* or anyone acting on *our* behalf a document, knowing the document to be forged or false;
- makes a claim under the *policy*, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage *you* caused deliberately or with *your* knowledge; or
- if *your* claim is in any way dishonest or exaggerated,

we will not pay any benefit under this *policy* or return any *premium* to *you* and *we* may cancel *your policy* immediately and backdate the cancellation to the date of the fraudulent claim. *We* may also take legal action against *you* and inform the appropriate authorities.

Recovery

If as a result of any claim against a third party *your excess* is recovered from that party or their insurers, *you* must refund to *us* any monies *we* have previously paid to *you* in respect of *your excess*.

Dual insurance

We will not pay for any claim covered by another *policy*, or any claim that would have been covered by any other *policy* if this *policy* did not exist.

Subrogation

If *you* claim under this insurance the *insurer* may take over *your* rights of action against any third party for *our* own benefit, before or after *we* have paid *your* claim, to recover any costs or payments *we* may make.

Governing law

Unless some other law is agreed in writing, this *policy* is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which *your* main residence is situated.

Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this *policy* under the Contracts (Rights of Third Parties) Act 1999.

Your responsibility

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions *we* may ask as part of *your* application for cover under the *policy*
- b) to make sure that all information supplied as part of *your* application for cover is true and correct
- c) tell *us* of any changes to the answers *you* have given as soon as possible.

You must take reasonable care to provide information that is accurate and complete answers to the questions *we* ask when *you* take out, make changes to and renew *your policy*. If any information *you* provide is not accurate and complete, this may mean *your policy* is invalid and that it does not operate in the event of a claim or *we* may not pay any claim in full.

If *you* become aware that information *you* have given *us* is inaccurate or has changed, *you* must inform them *us* soon as possible.

Claims and exchange register

The *insurer* may use *your* personal information to prevent crime. In order to prevent crime *we* may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. *We* may pass *your* personal information to the operators of these registers, including but not limited to information relating to *your* insurance *policy* and any incident (such as an accident, theft or loss) to the operators of these registers

Cancellation

If you decide that for any reason, this *policy* does not meet *your* insurance needs then please return it to *your* agent within 14 days from the day of purchase or the day on which you receive *your policy* documentation, whichever is the later. On the condition that no claims have been made or are pending, *your* agent will then refund *your* premium in full.

Thereafter you may cancel the insurance cover at any time by informing us however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where the *insurer* reasonably suspect fraud
- b) Non-payment of *premium*
- c) Threatening and abusive behaviour
- d) Non-compliance with *policy* terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

If we the *policy* and/or any additional covers you will receive a refund of any *premiums* you have paid for the cancelled cover, less a proportionate deduction for the time they have provided cover.

Where our investigations provide evidence of fraud or misrepresentation, we may cancel the *policy* immediately and backdate the cancellation to the date of the fraud or the date when you provided your agent with incomplete or inaccurate information. This may result in your *policy* being cancelled from the date you originally took it out and we will be entitled to keep the *premium*.

If your *policy* is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with us, as well as other insurers, in the future.

Complaints

We do everything we can to make sure that our customers get the high standard of service they expect. If you feel you have cause for complaint regarding the information and advice about your policy or a claim under your policy, you should contact us using the number you rang to report your claim. The staff handling your claim should be able to resolve it. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:

ARAG plc,
9 Whiteladies Road,
Clifton,
Bristol, BS8 1NN.

Email: customerrelations@arag.co.uk. Tel: 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays). For our mutual protection and training purposes, calls may be recorded).

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Website: <http://www.financial-ombudsman.org.uk/>

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

If you have purchased the insurance *policy* online, you may also raise your complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints

in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling *your* complaint than if You contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

The *insurer* ARAG Allgemeine Versicherungs-AG Branch UK is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that the *insurer* cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. *You* can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or *you* can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

ARAG Privacy Statement

This is a summary of how *we* collect, use, share and store personal information. To view *our* full privacy statement, please see *our* website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. *We* will hold and process this information in accordance with all relevant data protection regulations and legislation. Should *we* ask for personal or sensitive information, *we* undertake that it shall only be used in accordance with *our* privacy statement. *We* may also collect information for other parties such as suppliers *we* appoint to process the handling of a claim.

Using personal or sensitive information

The reason *we* collect personal or sensitive information is to fulfil *our* contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, *we* may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to *our* full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how *we* hold personal data including; the right to a copy of the personal data *We* hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when *we* will not be able to delete personal data please refer to *our* full privacy statement.



Parking Peace of Mind

Excess Protection Insurance

Your Demands and Needs Statement | Terms of Business Agreement

Your Demands and Needs Statement

Following **Your** enquiry, the information detailed below specifies the demands and needs **You** stated for **Your** insurance requirements.

As we are not making a formal recommendation please consider all information carefully to ensure that it meets **Your** requirements before **You** decide to proceed.

You have selected the following cover:

Policy Type:	Excess Protection Insurance
Cover:	Parking Peace of Mind
Annual aggregate limit:	£1,000

The policy meets the demands and needs of those wishing to have their Excess payment reimbursed following a successful claim under their Motor Insurance Policy for an incident that happened whilst they were parked in a space rented through JustPark Parking Ltd.

Insurer:

ARAG Allgemeine Versicherungs-AG Branch UK via its coverholder ARAG plc. ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG Allgemeine Versicherungs- AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm reference number 722744.

WeCovr Terms of Business Agreement (TOBA)

This TOBA sets out the basis on which we will provide our services to you and explains our regulatory status and other important matters. It also references certain responsibilities you have to insurers. We draw your attention, in particular, to the following sections: Our Remuneration; Complaints and Compensation; Your Responsibilities; Client Money; and Conflicts of Interest.

Your Acceptance of this TOBA

By asking us to quote for, arrange or handle your insurances, you agree to the terms set out in this TOBA and to us acting as your agent. We will be entitled to assume that you consent to transact business with us on the terms of this TOBA if you instruct us and/or continue to do business with us.

Please read this TOBA carefully and if there is anything that you are unsure about or if you have any queries, please advise us immediately in writing before we start, or continue, to provide services to you. If you instruct us to proceed with any insurance placement or to undertake any other insurance related service, we will be doing so on these terms alone and they will have contractual effect between you and us. This TOBA constitutes the entire agreement between both you and us with regard to our engagement and supersedes all proposals, prior discussions and representations, oral or written, between both of us relating to the Services.

About Us

WeCovr (<https://wecovr.com>) is a trading style of Political And Credit Risks Ltd, which is an independent broking company authorised and regulated by the Financial Conduct Authority "FCA". Its FCA Firm Reference number is 735613 and registered address is 21 Hemp Walk, London SE17 1PF. You may check the Financial Services Register by visiting <https://register.fca.org.uk> or by contacting the FCA on freephone number 0800 111 6768.

In this TOBA references to: (i) 'we', 'us' and 'our' means to Political And Credit Risks Ltd trading as WeCovr.

Our Services

We are an independent insurance intermediary providing a wide range of insurance products. We are acting on behalf of you as our customer, however for receipt of customer money and handling premium refunds we will act on behalf of the insurer. We are committed to treating you fairly in all our dealings with you. Our service includes arranging your insurance and processing any changes that you wish to make to your insurance policy.

We are not authorised to offer advice on investment products. We do not offer advice in relation to tax, accounting, regulatory or legal matters and you should take separate advice as necessary regarding such matters.

We will not provide you with any advice on the purchase or make a recommendation of policies, and customers should make their own decision regarding the suitability of products offered.

Our Remuneration

Our and our appointed representative's remuneration for the services we provide you will be a commission, which is

a percentage of the insurance premium set by the insurer with whom the insurance is placed and included in the premium paid by you, and/or a fee as agreed with you.

Where any fees, in addition to or instead of commission are to be charged, you will be shown them before you purchase a policy.

If you would like to know the amount of commission that we are paid in respect of your insurance contract this information is available on request.

Complaints and Compensation

We aim to provide you with a high level of service at all times but recognise that things can sometimes go wrong. If you are not satisfied with any aspect of the service provided by us, please contact us using the information provided below to provide details of the problem.

To make a complaint, please contact us in writing or by telephone or e-mail at:

The Compliance Officer
Email: info@wecovr.com

We will seek to resolve matters as quickly and fairly as possible. In any case we will:

- Acknowledge your complaint within two business days requesting any additional information needed;
- Normally seek to have investigated and responded to you within 4 weeks setting out our final response;
- If due to complexity or reasons beyond our control, we will not be able to provide a final response in that timeframe we will advise you setting out the reason, but in any case, we would expect to have provided a final response within 8 weeks.

If you are not satisfied, you may be eligible to refer the matter to the Financial Ombudsman Service ('FOS') at Exchange Tower, London, E14 9SR or telephone on 0800 023 4567 / 0300 123 9123 or <http://www.financial-ombudsman.org.uk>.

We are also covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of insurance, size of business (if a commercial customer) and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at 10th floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU, telephone 0800 678 1000, <http://www.fscs.org.uk>.

Your Responsibilities

You are responsible for providing complete and accurate information to insurers when you take out a policy, throughout the life of a policy, when you renew a policy and when you make a claim.

You must be sure that the information you have given to us to pass onto the insurers is a "fair presentation" of the risk. You must disclose to insurers via us, before the terms of the insurance contract are finalised with insurers, all information which is known to you (or which ought to be known to you based on reasonable enquiries) in the ordinary course of your business and which is material to

the risk. Such disclosure must also be reasonable clear and accessible, and you must respond fully to any requests for information made by insurers.

Information is material if it would influence the judgment of a prudent insurer (not necessarily the insurer in question) in establishing the premium or determining whether to underwrite the risk. If there is any doubt as to whether the information is material, it must be disclosed to insurers.

Policy Documentation

We will endeavour to ensure your policy documents are issued promptly. You should read all insurance policy documents sent to you. You are responsible for reviewing the documentation we send to you and confirming the coverage is in accordance with your instructions. Please ensure you understand the policy terms, conditions and warranties and are able to follow their requirements exactly. If there is anything you do not understand, please advise us immediately so that we can explain it to you, as a breach of any terms, conditions or warranties may enable your insurer to terminate your policy from the date of that breach or from inception of the policy, and/or repudiate a claim under your policy.

Notification of Incidents and Claims

Claims should be notified in accordance with the Policy Wording.

Cancellation of insurances

Your policy documents will detail your rights to cancel any insurance you have purchased. The insurance contract may include provisions permitting you or the insurer to cancel the policy. If you wish to give notice of cancellation under the terms of the policy, please contact us in writing. A condition of cancellation may require the return of any relevant certificate of insurance or other document issued to you. If insurers wish to cancel this insurance contract, we/they shall contact you at the last known address we/they have for you on our/their records.

Return Premiums

Return premiums may arise if an insurance risk is reduced or a policy cancelled. A return premium may be allowed by insurers depending on the precise policy terms and conditions. Insurers may not allow a return premium if any claims have been made under the current insurance contract.

Security (Solvency of Insurers)

We may use UK or Non-UK rated or unrated insurers for a particular client or risk. You should be aware that a different legal and regulatory regime may apply for Non-UK insurers so your ability to enforce your legal rights or to seek compensation may vary. If you do not wish to use a Non-UK or unrated insurer, please advise us immediately.

We do not guarantee the solvency of any insurer we place business with. We do not monitor insurer solvency on an ongoing basis and shall not be liable for losses suffered by you in the event of the insolvency of an insurer. If an insurer with which you have a policy becomes insolvent, you may still be liable for any unpaid premiums you owe it and we may be unable to collect any return premiums that might be due to you.

Client Money

We hold money received from you, or to pay to you, as 'client money', as agent of your insurers under agreements with some insurers specifying that premiums and claims monies received by us are held as agent for those insurers. This is termed 'risk transfer'.

Confidentiality of Personal Information

If you are an individual, we will process your personal information responsibly, fairly and in accordance with the WeCovr Privacy Notice available at <https://wecovr.com/privacy>.

Money Laundering/Proceeds of Crime Act

We are obliged to report to the National Criminal Intelligence Service any evidence or suspicion of money laundering at the first opportunity and we are prohibited from disclosing any such report (including the fact that such a report has been made).

Third Party Rights

Unless otherwise agreed between us in writing, no term of this agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

Governing Law

This Agreement shall be governed by the laws of England and Wales and the parties agree herewith that any disagreements over the interpretation of this agreement will be resolved through binding, informal arbitration.

Terms of Business Acceptance

By continuing to use our services, apps and sites, you agree to abide by this TOBA.