

# Peace of mind guarantee policy

## 1. Introduction

- 1.1. NearOnes B.V. is located at the Europalaan 400-4 (3526 KS) in Utrecht. NearOnes hosts the website [www.nearones.com](http://www.nearones.com). Through the Platform, a person with a task can engage an individual service provider to perform a task for a certain fee.
- 1.2. NearOnes will enter into a User Agreement with each of its Users. Pursuant to Clause 8 of the User Agreement, NearOnes may choose to compensate a User for any damage incurred in relation to a Task Agreement (the **Peace of Mind Guarantee**).
- 1.3. This policy mainly serves to provide Users with a sense of what factors may be deemed relevant by NearOnes when making a decision on whether or not to compensate a User for any damage based on the Peace of Mind Guarantee.

## 2. Purpose

- 2.1. The purpose of any compensation paid by NearOnes on the basis of its Peace of Mind Guarantee is to prevent a shortcoming or accident in connection with a Task Agreement from negatively impacting the user satisfaction in relation to NearOnes or its Platform
- 2.2. NearOnes will commercially decide on a case-to-case basis whether it compensates a User for any damage it incurred. Therefore, please note that the Peace of Mind Guarantee does not constitute a contractual obligation for NearOnes pay any compensation.
- 2.3. The relevant factors mentioned in this policy are not limitative and are without prejudice to the right of NearOnes to commercially decide on paying a User any compensation at its sole and absolute discretion.

## 3. Compensation

- 3.1. As described in article 8.1 of the User Agreement, any compensation paid by NearOnes based on the Peace of Mind Guarantee will be limited to an amount equal to twice the Task Fee.

## 4. Relevant factors

- 4.1. In principle, NearOnes will not pay any compensation for damage incurred by its Users if:
  - the Task Agreement or the behavior of the User was not in conformity with the User Agreement or the Code of Conduct;
  - the Task Fee has not been paid through the Platform;

- the relevant task is suitable to be performed by a professional service provider such as a plumber, electrician or a legal expert;
  - the Users involved have not made reasonable endeavours to agree upon a solution themselves;
  - the damage incurred is covered under any insurance;
  - the User received a compensation for damage incurred in relation to one or more of its last three Task Agreements;
  - the User is in arrears with regard to any payment obligation towards NearOnes;
  - the damage may be attributed to the User itself;
  - the damage resulted from a cancellation; or
  - the damage has not been disclosed to NearOnes without 48 hours after the performance of the Task Agreement.
- 4.2. Based on article 2 of this policy, the list of relevant factors included in article 4.2 of this policy may not be regarded to be limitative.

## **5. Insurance**

- 5.1. The Peace of Mind Guarantee is no substitute for an insurance. Therefore, NearOnes advises its Users to insure themselves against any damage they may incur in connection with a Task Agreement.

## **6. Fraud**

- 6.1. Should a User act fraudulent by requesting for a compensation based on the Peace of Mind Guarantee, NearOnes will report such fact to the competent authorities for further investigation.

## **7. Definitions**

- 7.1. The definitions spelled with a capital letter in this policy have the meaning given thereto in the User Agreement.