

STANDARD TERMS & CONDITIONS FOR MEMBERSHIP OF VIRGIN LIFE CARE GOZONE

1. Introduction

Please read through these terms and conditions carefully. To become a member of GoZone and to enjoy the use and benefit of GoZone Products and services, you must accept to be bound by these terms and conditions.

You also acknowledge that the fact, nature and effect of all the clauses that pertain to risk or liability, as indicated in bold, have been drawn to your attention and that you have had adequate opportunity to read and comprehend the terms and conditions and that you understand and agree to be bound by them by registering the VLC pedometer on the Virgin Life Care website.

2. Definitions

In this Agreement:

- 2.1. "this Agreement" means the terms and conditions set out below;
- 2.2. "the Corporate" means any health insurer, life insurer, medical insurer, medical aid scheme, health care management company, pharmaceutical company and/or any loyalty / reward programme associated with any of the foregoing;
- 2.3. "GoZone" means the VLC pedometer and related services offered by Virgin Life Care and includes:
 - 2.3.1. The downloadable GoZone pedometer with USB cable and safety clip;
 - 2.3.2. Access to your "LifeZone" - your personal online folder;
 - 2.3.3. Access to Virgin Life Care dietitians and biokineticists via email and telephonic contact to help answer your exercise and nutrition questions to enable you to meet your health and weight-loss goals;
 - 2.3.4. An invitation to the Gozone Challenges from time to time.
- 2.4. "LifeZone" means your personal folder where you can monitor and track your progress in an online logbook on the Virgin Life Care website;
- 2.5. "Membership Charges" means the charges, if any, which you must pay to Virgin Life Care as set out in clause 3.2;
- 2.6. "Products" means any products, goods or items acquired by you from Virgin Life Care;
- 2.7. "Registration Date" means the date upon which you register your VLC pedometer on the Virgin Life Care Website;
- 2.8. "Services" means the services which form part of the GoZone product as defined above in clause 2.3;
- 2.9. "Virgin Life Care" means Virgin Life Care (Pty) Limited;
- 2.10. "Virgin Life Care Website" means the website located at URL <http://www.virginlifecare.co.za>;
- 2.11. "VLC pedometer" means the pedometer device and related software which you have purchased when you subscribed to the Gozone service.

3. Membership and Membership Charges

- 3.1. From the Registration Date you will be a member of GoZone and will become entitled to receive the GoZone product and Services on the terms and conditions set out in this Agreement.
- 3.2. First years membership of Gozone will cost you **R495.00** (four hundred and ninety five rand) inclusive of the VLC pedometer and **R195.00** (one hundred and ninety five rand) for every year thereafter.

4. Duration and application of this Agreement

- 4.1. This Agreement commences on the registration date and continues for a fixed period of 12 (twelve) months thereafter.
- 4.2. You can cancel your membership of Gozone within 5 (five) business days of the Registration Date and you will be refunded all payments made by you on return of the pedometer and any promotional items that Virgin Life Care may have given you.
- 4.3. At least 40 (forty) business days before the expiry of the 12 (twelve) month period Virgin Life Care will contact you in writing to let you know that your membership is coming to end and to let you know of any material changes to your Agreement, including any increases to your Membership Charges should you wish to renew your

membership of Gozone for a further 12 (twelve) months. Unless you tell Virgin Life Care that you wish to continue as a member at the end of your 12 (twelve) month period and you pay the renewal fee, your membership will automatically be terminated.

- 4.4. You can cancel this Agreement at any time before the expiry of the 12 (twelve) month period if you have paid your membership fees in full upfront, then you must give us 20 (twenty) business days' notice of termination and Virgin Life Care will refund you the membership fees you have already paid in respect of the unexpired 12 (twelve) month period less a reasonable cancellation fee.

5. Undertakings by you

- 5.1. When you are required to provide Virgin Life Care with details and personal information from time to time (including in the membership application) you undertake to do so and that the same will be true, accurate and complete. You accept that the details and information which you have supplied and will supply to Virgin Life Care will be relied upon by Virgin Life Care to provide you the Gozone services and for statistical and research purposes.
- 5.2. In addition to the terms and conditions in this Agreement, you undertake to be bound by the privacy policy posted on the Virgin Life Care website and, when using the website, the terms of use of the website. You also agree to comply with all rules and policies contained in letters and other communications from Virgin Life Care and on the Virgin Life Care website. You undertake to check the Virgin Life Care website from time to time for updated and new rules and policies and Virgin Life Care will give you at least 40 (forty) days notice before the changes take effect. If you do not wish to accept these changes then you may cancel your membership before the amendments take effect, or at any time after the change in terms of clause 4.4.
- 5.3. You undertake not to use, in any circumstances, the trademarks, logos, designs, trade names, copyright, know-how and patents relating to Virgin Life Care or GoZone. If you do use any of these intellectual property rights, you will be liable for any damages that may be suffered, and you may also be liable to criminal prosecution.
- 5.4. You undertake to be the sole user of any Products acquired by you in terms of this Agreement.

6. No liability and indemnity

- 6.1. You acknowledge and accept that you become a member of Gozone and use the associated services (including advice), equipment, software and facilities, including participation in any Gozone Challenges, at your sole risk.
- 6.2. You agree that you shall have no claim against Virgin Life Care, its directors, employees, subcontractors, agents, representatives, consultants, HealthZone hosts, licencees, licensors and/or the Corporate ("Virgin Life Care associates") for any loss, damages (whether direct, indirect, general, special, incidental, punitive or consequential damage), harm, injury, death and/or expense which may be suffered by you or by any third party, from any cause whatsoever, howsoever arising, in connection with your membership and/or the use and/ or the utilisation of any Products and/or the services.
- 6.3. Should you choose to participate in any of the GoZone challenges or competitions you agree to abide by the rules of such challenges and competitions as published on the Virgin Life Care Website or otherwise from time to time and take part therein entirely at your own risk.
- 6.4. You indemnify Virgin Life Care and the Virgin Life Care associates and hold them harmless against any claims which may arise from any loss, death, harm, expense, liability, damage and/or injury to person or property which may be suffered by you, your spouse, dependant(s) or any other third party whatsoever as a consequence of any act or omission of Virgin Life Care and/or the Virgin Life Care associates, whether negligent or not arising and whether arising out of your membership and/or the use and/or your participation in any GoZone challenges or competitions and/or from any other cause whatsoever, howsoever arising. If Virgin Life Care and/or the Virgin Life Care associates are found to be liable, such liability will never exceed the lesser of the amount that you have paid to Virgin Life Care in the 12 (twelve) months immediately preceding the date the liability arose or the proceeds available from any insurance procured by Virgin Life Care in relation to Active Life (if any).
- 6.5. These provisions are binding on your estate, heirs, executors, administrators, parents and guardians.

7. Personal Information and no liability

thereafter may accrue in respect of any act or omission prior to such termination.

7.1. Virgin Life Care recognises that you wish your personal information to remain private. Virgin Life Care will not willfully disclose personally identifiable information to any third party other than the Corporate. You hereby authorise Virgin Life Care to: a) make your personal data available in terms of this clause; b) collect, collate and process your personal data; c) use your personal data for statistical, research and related purposes and d) provide third parties with your data, once it has been depersonalised so that it is not linked to you, for statistical, research and related purposes.

7.2. **Whilst Virgin Life Care will take all reasonable steps to ensure and maintain the security and privacy of your personal information, you acknowledge that maintaining complete security and privacy of your personal information is not possible and you agree that you will have no claims against Virgin Life Care in the event of a failure of security or privacy.**

8. Payment

8.1. You shall pay to Virgin Life Care the charges in terms of this Agreement. Should you fail to pay any amount due to Virgin Life Care on due date, then Virgin Life Care is entitled to charge interest on the outstanding amount at maximum rate permissible at law from time to time, calculated from due date to date of payment.

8.2. All amounts which you are required to pay to Virgin Life Care shall be paid without deduction or set-off and free of exchange and bank charges.

9. Breach

9.1. Should you fail to pay any amount on due date or fail to observe or perform any of the other terms and conditions of this Agreement, then Virgin Life Care shall be entitled, if it so decides, to claim immediate payment of all amounts payable in terms of this Agreement, even if such amounts are not due and/or immediately suspend your entitlement to membership of GoZone until such time as all outstanding amounts have been paid and/or to terminate this Agreement immediately. Whichever remedy Virgin Life Care may select, it may still claim damages against you and exercise any rights against you which it has in law.

10. Warranty and returns in respect of the VLC pedometer

10.1. The VLC pedometer is subject to a 12 (twelve) month warranty period calculated from the Membership Date ("the warranty"),

10.2. Should your VLC pedometer be faulty you are entitled to return it to Virgin Life Care at 4th Floor, Sunclare Building, 21 Dreyer Street, Claremont, 7700, Cape Town either for repair or for refund of the purchase price of the VLC Pedometer. The election whether to repair the VLC Pedometer or to refund the purchase price thereof shall be at your sole discretion. Should you elect to have the VLC Pedometer repaired by Virgin Life Care and within 3 (three) months the VLC pedometer requires further repairs then Virgin Life Care can elect to either replace the VLC Pedometer or refund you the purchase price.

10.3. VLC Pedometers which are being returned must be suitably packed to prevent further damage and must be accompanied by a return postal address, full name and Virgin Life Care membership number.

10.4. The warranty does not extend to claims relating to flat batteries, battery leakage, consequential loss, negligence or incorrect use.

10.5. For any queries regarding the warranty, please contact our customer care line on 0860 263 947 or refer to the "FAQ" link on the Virgin Life Care Website.

11. Cession and Delegation

11.1. Neither party may cede any of its rights nor delegate any of your obligations under this Agreement to any person without the other party's consent which consent shall not be unreasonably withheld.

12. Termination

12.1. This Agreement may only be terminated in terms of clause 4 above or clause 9 above.

12.2. Upon termination you will no longer be entitled to receive any benefits from Virgin Life Care.

12.3. Termination of your relationship with Virgin Life Care for any cause shall not release you from any liability which at the time of termination has already accrued to Virgin Life Care or which

12.4. To the extent that that this Agreement constitutes an installment sale Agreement as contemplated in Section 1(1) of the National Credit Act (No. 34 of 2005) ("the NCA"), you shall be entitled to terminate this Agreement in terms of Section 121 of the NCA within 5 (five) business days after the registration date, in which event Virgin Life Care shall be obliged to comply with its obligations in terms of clause 121 of the NCA.

13. Domicilium

13.1. You choose domicilium citandi et executandi for all purposes under this Agreement, at the physical address, fax number and e-mail address, which you have specified when you registered online.

13.2. All notices in terms of this Agreement shall be in writing.

13.3. If a notice is delivered by hand, it will be deemed to have been received at the time of delivery. If a notice is transmitted by facsimile or e-mail, it shall be deemed to have been received on the first business day following transmission.

14. General

14.1. Both parties consent to the jurisdiction of the Magistrate's Court in South Africa in respect of any proceedings that may be bought arising out of this Agreement.

14.2. If either party so decides, it may also refer any dispute to arbitration (in accordance with the rules of the Arbitration Foundation of South Africa), to which the other party hereby consents.

14.3. Any changes to this Agreement must be in writing and agreed to by both parties in writing

14.4. All consideration payable by you to Virgin Life Care is quoted and provided for exclusive of value added tax and unless expressly provided to the contrary, all or any value added tax payable on any vatable supply hereunder shall be paid by you.

14.5. In the event of either party instructing its attorneys to recover monies from the other, then the losing party shall be liable for and shall pay all legal costs incurred by the other party on an attorney/client scale, inclusive of collection commission.

14.6. This Agreement shall be governed by the laws of South Africa.

14.7. Neither party shall not be liable to the other in the event that a party is prevented from complying with any of its obligations to you by any act of God (which for the purposes hereof shall mean war, political riots, civil commotions, insurrection, sabotage, legal prohibitions or restrictions) or any other cause whatsoever beyond the control of the parties, howsoever and whensoever arising.

14.8. No latitude, indulgence, consent or forbearance or any other similar act by either party in enforcing any provisions of this document shall constitute a variation or novation of this document or a waiver of or estoppel in respect of any of its rights hereunder.