

## **STANDARD TERMS AND CONDITIONS FOR "Virgin Life Care Services" (FOR CORPORATE MEMBERS)**

### **1. Introduction:**

Please read through these Terms and Conditions ("Terms and Conditions") carefully. You are eligible to become a member of Virgin Life Care through your employer. To become a member of Virgin Life Care and to enjoy the use and benefit of the Virgin Life Care platform and products, you must agree to be bound by them.

**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 either by a) clicking on the "I ACCEPT" button, when using the HealthZone or when accessing your LifeZone on the Virgin Life Care website, for the first time; or b) by using your PIN number either at the HealthZone or to access your LifeZone on the Virgin Life Care website.**

### **2. Definitions:**

In these Terms and Conditions:

2.1 "Access card" means your Virgin Life Care access card which has been formatted to allow you access to the HealthZone to take and store specified health measurements and to read stored information about your health and fitness;

2.2 "Commencement date" means the date on which you agree to be bound by these Terms and Conditions

2.3 "HealthZones" means health and fitness data capturing and measuring stations, the locations of which will be displayed on the Virgin Life Care website from time to time;

2.4 "PIN number" means the personal identification number to be used to access the HealthZone or the Virgin Life Care website;

2.5 "Services" means the use which forms part of Virgin Life Care Membership;

2.6 "the Corporate" means the health insurer, life insurer, medical insurer, medical aid scheme, health care management company and/or any loyalty/reward programme associated with any of the foregoing, with which you and Virgin Life Care each have a contractual relationship;

2.7 "this agreement" means the Terms and Conditions set out in this document;

2.8 "Virgin Life Care" means Virgin Life Care (Pty) Limited.

### **3. Membership:**

From the commencement date you will be a Virgin Life Care member and will become entitled to receive the Virgin Life Care services and products on the Terms and Conditions set out in this agreement.

### **4. Duration:**

This agreement commences on the commencement date and continues indefinitely until such time as your membership with the Corporate is terminated by either party.

## **5. Undertakings by you:**

5.1 When you are required to provide Virgin Life Care with details and personal information you undertake to do so and undertake that they 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 with the 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.

5.3 You undertake not to use, in any circumstances, the trademarks, logos, designs, trade names, the copyright, know-how and patents relating to Virgin Life Care. 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. You indemnify Virgin Life Care for every single consequence flowing from your use of these intellectual property rights.

## **6. No liability and indemnity:**

**6.1 You acknowledge and accept that you become a member of Virgin Life Care and use the Virgin Life Care product, services, equipment, software and facilities, including participation in the exercise plan ("the use") at your sole risk. It is your responsibility to determine whether medical clearance is required to participate in Virgin Life Care and your failure to do so will be at your sole risk and could result in serious injury or death. Similarly following the nutrition plan is at your sole risk and it is your responsibility to ensure that you do not consume food/drinks to which you may have an adverse reaction. You agree that you shall have no claim against Virgin Life Care, its directors, employees, subcontractors, agents, representatives, consultants, licensees and/or licensors and/or Virgin Life Care ("Virgin Life Care associates") for any loss, damage, harm, injury, death and/or expense which may be suffered by you or by any third party, from any cause whatsoever, howsoever arising (excluding gross negligence), in connection with your membership and the use of the Virgin Life Care product and services. Damages shall include direct, indirect, general, special, incidental, punitive and consequential damages.**

**6.2 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 out of your membership of Virgin Life Care and/or the use, 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 amount that you have paid in respect of your Virgin Active membership in the 12 months immediately preceding the date the liability arose.**

6.3 These provisions are binding on your estate, heirs, executors, administrators, parents and/or guardians.

## **7. Personal information and no liability:**

7.1 Virgin Life Care recognises that you wish your personal information to remain private. Virgin Life Care will not wilfully disclose personally identifiable information to any party other than the Corporate, (and only if there is such an arrangement between Virgin Life Care and the Corporate allowing this information to be transferred). 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.

7.3 Should your relationship with the Corporate terminate, it is your responsibility to advise Virgin Life Care, so that Virgin Life Care can remove your personal information from the data provided to the Corporate.

#### **8. Breach:**

Should you fail to observe or perform any of the Terms and Conditions of this agreement, then Virgin Life Care shall be entitled, if it so decides, to immediately suspend your entitlement to membership of Virgin Life Care until such time as the breach has been remedied to the satisfaction of Virgin Life Care, 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. Virgin Life Care has no obligation to notify you in advance of the remedy which it may choose.

#### **9. Cession and Delegation:**

Neither party may cede any of its rights nor delegate any of your obligations under this agreement to any person or entity without the other parties consent, which consent shall not be unreasonably withheld.

#### **10. Termination:**

10.1 This agreement may only be terminated in terms of clauses 4 and 8 above.

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

#### **11. Domicilium:**

11.1 You choose domicilium citandi et executandi for all purposes under this agreement, as the physical address, fax number and e-mail address, which have been specified in your Virgin Life Care membership application form.

11.2 All notices in terms of this agreement shall be in writing.

11.3 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.

#### **12. General:**

12.1 You consent to the jurisdiction of the Magistrate's Court in South Africa in respect of any proceedings that may be bought by Virgin Life Care against you arising out of this agreement, provided that either party is entitled to institute such proceedings in the High Court if it so chooses.

12.2 Either party may elect to refer any dispute to arbitration, to which the other party consents.

12.3 This agreement constitutes the entire agreement between Virgin Life Care and you relating to your membership of Virgin Life Care. Any changes to this agreement must be in writing and agreed between the parties.

12.4 If one or more of these terms are found to be unenforceable, that term shall be deemed to be severable from the remainder of these terms and the remaining terms of this agreement shall in all other respects remain in full force and effect.