

1. Introduction:

Please read through these terms and conditions carefully. You are eligible to become a member of the Virgin Life Care Services through Virgin Active. To become a member of Virgin Life Care Services and to enjoy the use and benefit of the Virgin Life Care Services and products, you must accept to be bound by these terms and conditions. You acknowledge that you have read and understood these terms and conditions, and agree to be bound by them either by a) clicking on the "IACCEPT" 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 this agreement:

2.1 "Access card" means your Virgin Active 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 Virgin Life Care is notified that you have collected your Virgin Life Care welcome pack from your Virgin Active Club, or the membership date, whichever is the earlier;

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 "LifeZones" means your personal folder on the Virgin Life Care website;

2.5 "membership date" means the date on which you agree to be bound by these terms and conditions;

2.6 "PIN number" means the personal identification number to be used to access the HealthZone and your LifeZone on the Virgin Life Care website;

2.7 "services" means the right to use the HealthZone, LifeZone and any other product and facility agreed by both Virgin Active and Virgin Life Care;

2.8 "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;

2.9 "this agreement" means the terms and conditions set out in this document;

2.10 "Virgin Active" means Virgin Active South Africa (Pty) Ltd through which you are eligible to become a Virgin Life Care member;

2.11 "Virgin Life Care" means Virgin Life Care (Pty) Limited;

3. Membership:

From the membership date you will be a Virgin Life Care member and will become entitled to receive the Virgin Life Care services and product on the terms and conditions set out in this agreement.

4. Duration:

This agreement commences on the commencement date and continues for the period set out in the contract with Virgin Life Care and Virgin Active, unless terminated in terms of this agreement.

5. Undertakings by you:

5.1 When you are required to provide Virgin Life Care and/or Virgin Active 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 and/or Virgin Active 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 and Virgin Life Care Services. 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 the Virgin Life Care Services 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 up to you to determine whether medical clearance is required to participate in the Virgin Life Care Services and your failure to do so will be at your sole risk. 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, licencees and/or licensors and/or Virgin Active ("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, in connection with your membership and the use. Damages shall include direct, indirect, general, special, incidental, punitive and consequential.

6.2 You also acknowledge and accept that Virgin Life Care and the Virgin Life Care associates have made no representations in regard to any of their competencies or in regard to the safety and/or quality of any of the equipment and/or software supplied or used by Virgin Life Care in connection with your Virgin Life Care Services membership and/or the use. You waive any common law warranties which may be applicable in respect of Virgin Life Care's supply of its products and equipment.

6.3 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 the Virgin Life Care Services 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, or Virgin Active has paid to Virgin Life Care for your Virgin Life Care Services membership in the 12 months immediately preceding the date the liability arose.

6.4 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 willfully disclose personally identifiable information to any party other than Virgin Active (to which you hereby permit such information to be disclosed) and the Corporate, (and only if there is such an arrangement between Virgin Life Care and the Corporate allowing this). It is up to you to ascertain whether Virgin Life Care and the Corporate have such an arrangement and to advise Virgin Life Care and the Corporate if you object to the disclosure to the Corporate of personally identifiable information. 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 or should the agreement between Virgin Active and Virgin Life Care be breached, then Virgin Life Care shall be entitled, if it so decides, to immediately suspend your entitlement to membership of Virgin Life Care Services 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:

You may not cede any of your rights nor delegate any of your obligations under this agreement to any person. Virgin Life Care shall be entitled to cede any of its rights and delegate any of its obligations to any third party, in its discretion.

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 Active 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 brought by Virgin Life Care against you arising out of this agreement, provided that Virgin Life Care is entitled to institute such proceedings in the High Court if it so chooses.

12.2 If Virgin Life Care so decides, it may also refer any dispute between you and it to arbitration, to which you hereby consent.

12.3 This agreement constitutes the entire agreement between Virgin Life Care and you relating to your membership of the Virgin Life Care Services. Any changes to this agreement must be in writing and may take the form of notifications by Virgin Life Care to you.