

STANDARD TERMS & CONDITIONS FOR MEMBERSHIP of Virgin Life Care Active Life

1. Introduction:

Please read through these terms and conditions carefully. To become a member of Virgin Life Care Active Life and to enjoy the use and benefit of the Virgin Life Care Active Life products and services, you must accept to be bound by these terms and conditions. You acknowledge that you have read and understood these terms and conditions, and have agreed to be bound by them a) by signing this agreement; or b) participating in the Virgin Life Care Active Life programme; or c) by using your PIN number either at the HealthZone or to access your LifeZone on the Virgin Life Care website; or d) by clicking on "I AGREE" button when using the HealthZone or when accessing your LifeZone on the Virgin Life Care website for the first time, or when applying for membership online.

2. Definitions:

In this agreement:

2.1 "Active Life" means Virgin Life Care Active Life being the health and fitness product which you have applied for on your membership application;

2.2 "this agreement" means the terms and conditions set out below and the membership application which you have completed (telephonically, on-line, or in writing);

2.3 "application date" means the date on which your membership application is completed;

2.4 "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;

2.5 "HealthZone(s)" 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;

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

2.7 "membership application" means the application form on the reverse side of these terms and conditions which you are required to complete, or if you have applied on-line, the form which you are required to complete on-line, or if you have applied telephonically, your verbal instructions;

2.8 "membership charges" means the charges, if any, which you must pay to Virgin Life Care as set out in the membership application which you have completed;

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

2.10 "PIN number" means the personal identification number allocated to you by Virgin Life Care;

2.11 "services" means the services which form part of the Active Life product;

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

3. Membership:

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

4. Duration:

This agreement commences on the application date (notwithstanding the membership date) and continues for a fixed period of 12 (twelve) months thereafter.

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 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. 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.

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 Active Life. 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 Active Life and use the Active Life product, services (including advice), equipment, software and facilities ("the use") at your sole risk. You recognise your health profile has indicated certain risk factors. If required, medical clearance to participate in Active Life will be obtained by you. 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 have or may have an adverse reaction. You agree that you shall have no claim against Virgin Life Care, its directors, employees, subcontractors, agents, representatives, consultants, HealthZone hosts, licencees and/or licensors ("Virgin Life Care associates") for any loss, damages, 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 means direct, indirect, general, special, incidental, punitive and consequential damages.

6.2 You also acknowledge and accept that Virgin Life Care and the Virgin Life Care associates have made no representation to you 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 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, damages and/or injury to person or property which may be suffered by you, your spouse,

dependent(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 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 to Virgin Life Care 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 the corporate, and only if there is 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 de-personalised 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. Payment:

8.1 You shall pay to Virgin Life Care the charges set out on the membership application and any other amounts which may be due to Virgin Life Care in terms of this agreement. If your membership charges are paid monthly, the payments become due and must be received by Virgin Life Care every month, on or before the monthly anniversary of the application date. The first month's payment is due and payable on the application date. 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 the rate of 2% (two percent) above the prime overdraft rate charged by Virgin Life Care's bank from time to time, calculated from due date to date of payment. Virgin Life Care has the right to appropriate all payments first to any costs incurred by Virgin Life Care in pursuing the outstanding amount, thereafter to interest which has accrued and thereafter to the arrear payment. 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.

8.2 You may not withhold payment due to Virgin Life Care for any reason, nor will you be entitled to a reduction in charges or any credit should the services be unavailable for a period.

9. Breach:

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 Active Life 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. Virgin Life Care has no obligation to notify you of the action which it may be taking against you.

10. 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.

11. Termination:

11.1 This agreement may only be terminated in terms of clause 9 above.

11.2 Should you purport to terminate this agreement, you will remain liable to pay Virgin Life Care all amounts due in terms of this agreement, and Virgin Life Care will not be required to refund to you any prepayments made prior to the date of termination.

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

12. Domicilium:

12.1 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 in the membership application.

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

12.3 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.

13. General:

13.1 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.

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

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