



LIFE CHAMPIONS
UNIVERSAL TERMS OF SERVICE AGREEMENT
Last Revised: 30 August 2018

PLEASE READ THIS UNIVERSAL TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

This Universal Terms of Service Agreement (this "Agreement") is entered into by and between LC VIP Ltd, Kemp House, 152-160 City Road, London EC1V 2NX "LIFE CHAMPIONS") and you, and is made effective as of the date of your use of this website ("Site") or the date of electronic acceptance. This Agreement sets forth the general terms and conditions of your use of the Site and the products and services purchased or accessed through this Site (individually and collectively, the "Services"), and is in addition to (not in lieu of) any specific terms and conditions that apply to the particular Services.

Whether you are simply browsing or using this Site or purchase Services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understand, acknowledge and agree to be bound by this Agreement, along with the following policies and the applicable product agreements, which are incorporated herein by reference:

1. OVERVIEW

1. Definitions and Interpretation

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Auto Renewals"	Means the automatic renewal of your subscription on the 12 th month anniversary of your Subscription Start Date
"Account"	means collectively the personal information, payment information and credentials used by Members to access the Services through the Web Site;
"Agreement"	means the binding contract that shall come into effect between you and Life Champions following your acceptance of these terms and conditions, their order for a subscription and Life Champions's acceptance of that order, which shall incorporate these terms and conditions;
"Business Day"	Monday to Friday, 0900hrs to 1800hrs GMT, excluding bank and public holidays in the United Kingdom



“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of the Site;
“Member(s)”	The person entering into this agreement with Life Champions for use of Services
“Qualifying Actions”	Means actions taken by the Member that qualify for recognition as listed in Appendix 1;
“Services”	means collectively the online facilities, portals, apps, authorised devices, tools, access to content, benefits, experiences, services or information that Life Champions makes available through the Site and related apps and connected devices, either now or in the future;
“Site”	means the site on which these terms and conditions appear (Programme T&Cs URL) and any sub-domains of that site unless expressly excluded by their own terms and conditions.
“Subscription Fee”	the sum of money, or equivalent Universal Points, paid by Members at 12 month intervals to keep their Account active and to enable them to access the Services;
“Subscription Period”	means the period for which a subscription has been purchased;
“Subscription Start Date”	means the date your Account and its related Services become available to you;
“Universal Points”	means the Points attributed to the Members Account for Qualifying Actions;
“Universal Points Account balance”	means the current available number of points associated with the Member’s Account;
"we", "us" or "our"	LC VIP Ltd , registered number 11273310 . Registered in England and Wales;
"you" or "your"	The Member and/or any person who has been provided with a Card by the Customer for use in accordance with these Terms and Conditions.



- 1.2 Unless the context otherwise requires, each reference in these terms and conditions to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.2.2 a statute or a provisions of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 a Clause or paragraph is a reference to a Clause of these terms and conditions.
- 1.3 The headings used in these terms and conditions are for convenience only and shall have no effect upon the interpretation of these terms and conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.

2. **Provision of Services**

- 2.1 Life Champions shall use all reasonable endeavours to provide the Services on an error-free basis and without interruption.
- 2.2 Notwithstanding sub-Clause 2.1, Life Champions does not provide any guarantee that provision of the Services shall be error-free or without interruption and reserves the right to alter or suspend provision of the Services without prior notice to Members. By accepting these terms and conditions the Member acknowledges that the Services may change in form or nature at any time.
- 2.3 **Life Champions** shall have the right, exercisable at its sole discretion, to terminate provision of the Services without prior notice to Members.]
- 2.4 [Notwithstanding Life Champions’s right to perform any of the actions detailed in this Clause without prior notice, Life Champions shall use all reasonable endeavours to provide such notice whenever possible.]

3. **Access to Services**

- 3.1 The Member represents and warrants that they have the authority to enter into the Agreement, to use the Services, and to perform any and all acts as may be necessary under these terms and conditions.
- 3.2 If the Member is unable to comply with the requirements of sub-Clause 3.1 they shall be prohibited from using the Services and must not accept these terms and conditions.
- 3.3 In order to use the Services and to submit or create Content, Members are required to create an Account and to submit certain personal details. By accepting these terms and conditions the Member represents and warrants that:



- 3.3.1 any information that is submitted is accurate and truthful;
 - 3.3.2 all such information will be kept accurate and up-to-date; and
 - 3.3.3 the means by which they identify themselves does not violate any part of these terms and conditions or any applicable laws.
- 3.4 If the Member has reason to believe that their Account details have been obtained by another without consent, the Member should contact Life Champions immediately to suspend their Account and cancel any unauthorised orders or payments that may be pending. Members should be aware that orders or payments can only be cancelled up until the point at which the Services are used for the first time through that particular Account. Please refer to Clause 4 for further details. In the event that unauthorised use is made prior to the Member notifying Life Champions of the unauthorised nature of the order or payment, Life Champions will suspend access to the Services and the withdrawal of any scheduled payments pending investigation. Following investigation, it shall be determined whether or not to cancel access to the Services and make a full or partial refund of the payment to the Member.

4. Subscriptions, Auto Renewals and Cancellation

- 4.1 Members are required to pay a Subscription Fee on the date that they activate their subscription. The Member's Universal Points Account Balance will be billed on activation and every 12 months thereafter until the Member opts to cancel their subscription.
- 4.2 Payment(s) will be at the price advertised on the Site. Life Champions reserves the right to change Subscription Fees from time to time and any such changes may affect the price of subsequent renewals. Life Champions reserves the right to make any special offers to any Members we alone deem appropriate.
- 4.3 No part of the Site constitutes a contractual offer capable of acceptance. A Member's order for a subscription constitutes a contractual offer that Life Champions may, at our sole discretion, accept. Life Champions's acceptance is indicated by us sending the Member a subscription confirmation email. Only once Life Champions has done so will there be a binding contract between Life Champions and the Member.
- 4.4 Subscription confirmations under sub-Clause 4.3 will be sent to the Member immediately upon the activation of the Member's subscription and shall contain the following information:
 - 4.4.1 Confirmation of the subscription including full details of the main characteristics of the Services available through the subscription;
 - 4.4.2 Fully itemised pricing for the subscription including, where appropriate, taxes and any other additional charges;
 - 4.4.3 The applicable times and dates for the subscription (including the commencement date, renewal date(s) and/or expiry date);



- 4.4.4 A confirmation of the Member's express request that the Services are made available immediately and that this will constitute a waiver of the Member's statutory right (where the Member is a consumer based in the European Union) to cancel as set out below in sub-Clause 4.5; and
- 4.5 Provision of the Services shall commence immediately upon the confirmation of the Member's subscription. When completing the subscription process, the Member shall be required to expressly acknowledge that they wish the Services to be made available immediately. The Member shall also be required to acknowledge that by doing so, they will lose their statutory right (where the Member is a consumer based in the European Union) to cancel their contract with Life Champions as detailed in sub-Clause 4.6.
- 4.6 If the Member is a consumer based in the European Union, they have a statutory right to a cancellation or "cooling-off" period with respect to the purchase of certain goods and services in distance selling transactions. This period, if applicable, begins once the contract between Life Champions and the Member is formed (as set out in sub-Clause 4.3) and ends at the end of 14 calendar days after that date. Under normal circumstances, Life Champions's Services begin immediately upon confirmation of a Member's subscription. As set out in sub-Clause 4.5, by expressly requesting this, the Member waives their right to the cancellation period and may not cancel merely because they have changed their mind.
- 4.7 The Member may cancel at any time after subscribing, however subject to sub-Clause 4.8, no refunds can be provided and the Member shall continue to have access to the Services for the remainder of the then-current Subscription Period up until the expiry date of that Subscription Period whereupon access will cease unless the Member chooses to pay the Subscription Fee and reactivate their subscription.
- 4.8 If you subscribe in error, Life Champions must be informed immediately and you must not attempt to access the Services during that time. If any use of the Services during this time period can be traced to you no refund will be provided to you and you shall continue to have access to the Services for the duration of the relevant Subscription Period.
- 5. Use of Services**
- 5.1 The Services are for personal and non-commercial use only. Use of the services in the course of business is prohibited.
- 5.2 Members are permitted to use the Services only in accordance with:
- 5.2.1 these terms and conditions; and
- 5.2.2 any relevant law, regulation or other applicable instrument in their particular jurisdiction.
- 5.3 Subject to any express agreement to the contrary, Members may only access the Services through the normal means provided by Life Champions. Members shall not attempt to download, convert or otherwise reverse-engineer any part



of the Services.

- 5.4 The restrictions set out in sub-Clause 5.3 shall not apply to Content submitted or created by a particular Member where that Member is downloading their Content, nor to any other Content that a Member may have permission to access.
- 5.5 Members may not engage in any conduct that may disrupt provision of the Services by Life Champions.
- 5.6 Subject to any express agreement to the contrary, Members may not reproduce, copy, duplicate, trade or resell the Services.
- 5.7 Members' rights to use the Services are non-exclusive, non-transferrable and, subject to the statutory rights of consumers, fully revocable at Life Champions's discretion.

6. **Intellectual Property**

- 6.1 Subject to the exceptions in Clause 7 of these terms and conditions, all Content included on the Site, unless submitted or created by Members, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Life Champions, our affiliates or other relevant third parties. By accepting these terms and conditions the Member acknowledges that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 6.2 Subject to Clause 9 Members may not reproduce, copy, distribute, store or in any other fashion re-use material from the Site unless otherwise indicated on the Site or unless given express written permission to do so by Life Champions.

7. **Third Party Intellectual Property**

Where expressly indicated, certain Content, such as advertising material, and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by Clause 6 of these Terms and Conditions to use Content from the Web Site. The exceptions in Clause 9 continue to apply. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

8. **Member Content and Intellectual Property**

- 8.1 When using the Services to create Content, Members should do so in accordance with the following rules:
 - 8.1.1 Members must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory or fraudulent;
 - 8.1.2 Members must not submit Content that is intended to promote or incite violence;



- 8.1.3 Members must not submit Content that may contain viruses or any other software or instructions that may damage or disrupt other software, computer hardware or communications networks;
- 8.1.4 Members must not post links to other sites containing any of the above types of Content;
- 8.1.5 [Members must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;]
- 8.1.6 Members must not impersonate other people, particularly employees and representatives of Life Champions or our affiliates;
- 8.1.7 Members must not use the Services for unauthorised mass-communication such as “spam” or “junk mail”.
- 8.2 Life Champions has the right, but not the obligation to pre or post-screen Content submitted or created by Members and may flag or filter any Content that it deems appropriate.
- 8.3 If any Content is found to be in breach of these terms and conditions, Life Champions reserves the right to remove it without notice and may, at its sole discretion, suspend or terminate the responsible Member’s access to the Services.
- 8.4 Members acknowledge that they may be exposed to Content that they may find offensive. If a Member believes that such Content is in violation of these terms and conditions, it should be reported to Life Champions
- 8.5 Members are solely responsible for any and all Content that they submit or create. Life Champions does not endorse, support, represent or otherwise guarantee the accuracy or reliability of such Content.
- 8.6 Subject to sub-Clause 8.4, Members use the Services at their own risk.
- 8.7 By submitting or creating Content Members warrant and represent that they are the author of such Content and / or that they have acquired all of the appropriate rights and / or permissions to use the Content in this fashion. Life Champions accepts no responsibility or liability for any infringement of third party rights by such Content. [Further, Members waive all moral rights in any and all Content that they submit or create to be named as its author.] Life Champions accepts no responsibility or liability for any infringement of third party rights by such Content.
- 8.8 By accepting these terms and conditions, the Member grants a non-exclusive, worldwide, perpetual licence to Life Champions to copy, distribute, transmit, publicly display, publicly perform, transmit and reformat all Content for the sole purpose of providing the Services.
- 8.9 The Member represents and warrants that they have all necessary rights, power and authority to grant the licence described in sub-Clause 8.8.



9. **Fair Use of Intellectual Property**

Content may be copied, transmitted, performed, adapted or otherwise re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 or other relevant legislation apply.

10. **Links to Other Sites**

This Site may provide links to other sites as part of the Services. Unless expressly stated, such sites are not under the control of Life Champions or that of our affiliates. Life Champions assumes no responsibility for the content of the sites and disclaims liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Site does not imply any endorsement of that site or of those in control of it.

11. **Links to this Site**

Members wishing to place a link to this Site on another site may do so only to our home page in the absence of any prior permission. Deep linking (i.e. links to specific pages within the Site) requires the express permission of Life Champions. To find out more Members should contact Life Champions at our Contact Information below.

12. **Privacy and Data Protection**

12.1 Use of the Site and the Services is also governed by Life Champions's Privacy Policy which is incorporated into these terms and conditions by this reference.

12.2 All personal information that Life Champions may collect (including, but not limited to, Members' names and addresses) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Members' rights under that Act, in conjunction with the provisions of the GDPR 2018.

12.3 Life Champions may use personal information to:

12.3.1 Provide the Services to Members;

12.3.2 Process Members' payments for the Services; and

12.3.3 Inform Members of new products and services. Members may request that Life Champions stops sending such information at any time.

12.4 Life Champions will not pass on any Member's personal information to any third parties without the express consent of that Member.

13. **Disclaimer of Warranties**

13.1 Life Champions makes no warranty or representation that the Site or the Services will meet Members' requirements, that they will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, or that they will be secure.

13.2 Life Champions shall use all reasonable endeavours to ensure that all



information provided on the Site and the Services is accurate and up to date, however Life Champions makes no warranty or representation that this will always be the case. Life Champions makes no guarantee of any specific results from the use of the Site or the Services.

- 13.3 No part of the Site or the Services is intended to constitute advice and the Content of the Site and the Services should not be relied upon when making any decisions or taking any action of any kind.
- 13.4 Any information that forms part of the Site or the Services is not designed with commercial purposes in mind. [Commercial use of the Services is forbidden under sub-Clause 5.1 of these terms and conditions. Any such use constitutes a breach of these terms and conditions and] Life Champions makes no representation or warranty that the Site or the Services or any Content therein is suitable for use in commercial situations or that it constitutes accurate data and / or advice on which business decisions can be based.
- 13.5 Whilst every effort has been made to ensure that all descriptions of Services available from Life Champions correspond to the actual services available, Life Champions is not responsible for any variations from these descriptions.

14. Availability of the Site and the Services

- 14.1 The Site and the Services are provided “as is” and on an “as available” basis. Life Champions gives no warranty that the Site or the Services will be free of defects and / or faults. To the maximum extent permitted by law Life Champions provides no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 14.2 Life Champions accepts no liability for any disruption or non-availability of the Site or the Services resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

15. Limitation of Liability

- 15.1 Life Champions’s liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising out of our breach of these terms and conditions shall be limited to the value of the Member’s subscription prevailing at the relevant time. For all other direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Site, the Services or any information contained therein, to the maximum extent permitted by law, Life Champions accepts no liability. Members should be aware that they use the Site, the Services and all relevant Content at their own risk.
- 15.2 Nothing in these terms and conditions excludes or restricts Life Champions’s liability for death or personal injury resulting from any negligence or fraud on



the part of Life Champions.

- 15.3 In the event that any of these terms and conditions are found to be unlawful, invalid or otherwise unenforceable, the term in question shall be deemed severed from these terms and conditions and shall not affect the validity or enforceability of the remaining terms and conditions. This term shall only apply within jurisdictions where a particular term is illegal.

16. **Termination**

- 16.1 Either Life Champions or a Member may terminate a Member's Account. If Life Champions terminates a Member's Account the Member shall be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, Life Champions reserves the right to terminate without giving reasons.
- 16.2 If Life Champions terminates a Member's Account as a result of that Member's breach of these terms and conditions, the Member shall not be entitled to any refund.
- 16.3 If Life Champions terminates a Member's Account for any other reason, the Member will be refunded any remaining balance of the Subscription Fee. Such refunds shall be calculated based upon the Subscription Fee being divided by the number of days in the applicable Subscription Period and multiplied by the number of days remaining until the end of that Subscription Period.
- 16.4 If Life Champions terminates a Member's Account, the Member shall cease to have access to the Services from the time of termination.
- 16.5 If a Member terminates their Account, the Member will continue to have access to the Services for the remainder of the relevant Subscription Period as per sub-Clause 4.7.
- 16.6 Upon cancellation or termination and the ending of the Member's access to the Services, the Agreement shall also terminate.

17. **No Waiver**

In the event that either the Member or Life Champions fails to exercise any right or remedy contained in these terms and conditions, this shall not be construed as a waiver of that right or remedy.

18. **Assignment**

Members may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of these terms and conditions or the Agreement without the prior written consent of Life Champions, such consent not to be unreasonably withheld.

19. **Entire Agreement**

These terms and conditions embody and set forth the entire agreement and understanding between you and us and supersede all prior oral or written agreements,



understandings or arrangements relating to the subject matter of the Agreement. Neither the Member nor Life Champions shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms and conditions, save for any representation made fraudulently.

20. Communication

20.1 All notices / communications shall be sent to and by Life Champions either by post to our premises or by email (see Contact Information below). Such notice will be deemed received three (3) business days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

20.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please click the 'unsubscribe' button or update your Account.

21. Law and Jurisdiction

21.1 These terms and conditions, the Agreement and all other aspects of the relationship between the Member and Life Champions shall be governed by and construed in accordance with the Laws of England and Wales.

21.2 Any dispute between the Member and Life Champions relating to these terms and conditions, the Agreement and all other aspects of the relationship shall fall within the non-exclusive jurisdiction of the courts of England and Wales.



22. **Additional services**

23. **We, or our partners, may offer new or additional services through the LIFE CHAMPIONS Service from time to time. Your use of those services may be subject to additional terms and conditions, which you must comply with. Provided that those terms are notified to you on the Life Champions Service in an appropriate manner (as determined by us in our reasonable discretion) when you agree to take those services, any failure by you to comply with a material provision of the terms governing those services will amount to a breach of this Agreement.**

24. **Contact Information**

If you have any questions about this Agreement, please contact us by email or regular mail at the following address(es):

LC VIP Ltd

The Ministry, 79-81 Borough Road, London SE1 1DN