

Terms and Conditions

Introduction

To help you get the best out of Refund My Life and to understand our responsibilities to you and your responsibilities to us, please read these terms and conditions - these are the terms and conditions on which we supply our membership services to you. Please remember that if you make a purchase from your Refund My Life Benefits, use our web- site or make use of any other services offered by Refund My Life extra terms and conditions may apply.

The language we use should make these terms and conditions as clear as possible. If you have any questions, a member of our team will be happy to help you.

To help make these terms and conditions easy to read, we have split them into two parts: Part A - terms and conditions of membership

All members must keep to the same terms and conditions. This applies to both free Members and paid Members.

Part B - rules and regulations for using your membership benefits

These terms and conditions apply to all our members when redeeming their benefits. They are necessary to make sure we can offer you and our other members the best possible benefits.

These terms and conditions are supplemented by the specific member benefit terms and conditions attaching to each of your member benefits from time to time.

These terms and conditions apply at all times and take priority over anything a member of our team may have told you.

These terms and conditions replace any previous versions.

PART A - TERMS AND CONDITIONS OF MEMBERSHIP

Responsibilities of members

Every person who joins Refund My Life, whether as a free Member or a paid Member, will be individually responsible under this agreement. All of these terms and conditions

of membership apply to you unless we tell you otherwise in writing. You must keep to the rules and regulations for using your member benefits set out in Part B.

Membership accounts

You may not join Refund My Life (or create an account) unless you are 18 years of age or older, nor may you create an account on behalf of anyone who is under 18 years of age.

By joining Refund My Life or creating an account with us, you represent to us that:

you meet the age restrictions described above; and the information you have provided to us when registering is true, accurate, current and complete. You agree to maintain and promptly update this using the functionality provided through our website to keep it true, accurate, current and complete.

Your membership is personal to you and you cannot transfer it to another person.

You must not lend your membership details (including membership identity, password or login details) or any discount code or other offer code provided by us or our brand partners to another person.

If another person uses your membership, you provide any discount code or other offer code provided by us to any third party, or we reasonably suspect you of having done so, we have the right to end your membership. Please read "If we need to cancel your membership".

You are responsible for maintaining the confidentiality of your password and all discount and offer codes and you are not permitted to share or disclose your password or any discount or offer code to anyone else. You will be solely responsible for the activities of anyone accessing our website using any password assigned to you, even if the individual is not, in fact, authorized by you. If you have reason to believe that your password has been compromised or used without authorization, you must promptly change it, using the functionality provided on our website, and notify us at cs@refundmylife.com

Refund My Life reserves the right to contact you regarding your account via sources including (but not limited to) E-Mail, Phone, SMS, WhatsApp, Push Notifications and Facebook Messenger. Contact includes account alerts, upgrade offers and newsletters featuring latest updates and new offers. We offer the ability to opt-out of these contact sources by clicking the unsubscribe link or replying with 'stop' to whichever source you receive a message from.

Membership categories

Paid and Free Members have different benefits associated with them.

Benefits of Paid and Free Members may change from time to time. Please refer to Part B - Member benefits and the specific member benefits terms and conditions.

We will tell you about any restrictions associated with your category of membership when you join, when you change your category of membership or from time to time should we be required to change any terms and conditions. You can also get details from our website.

Not all membership benefits will be available at all times, however we will use reasonable endeavours to ensure that availability across your Refund My Life Benefits is as high as possible.

Membership fees

For paid monthly Refund My Life membership, your membership fees are due on the same date in each month as you joined as a monthly paid member unless such a date does not recur in subsequent months, in which case the date for payment will be the last day of each month. Such payments cover the month to come. You must pay for your membership by making monthly recurring payments by standing order. In the case the standing order is not active and payment is not received we will try to take payment using your registered credit or debit card until an appropriate standing order is in place.

Your paid Refund My Life membership will begin on the day when your paid Refund My Life membership purchase is completed, enabling you to commence enjoying the benefits of being a Refund My Life member immediately.

If you exercise your statutory rights to cancel within the 14-day cancellation period (see the clause "Ending your membership" for details), you will be charged for any member benefits used by you in this time:

- you will be charged for complimentary items at the full price free or non-Refund My Life members would be charged; and
- any pending Refund My Life benefits will be cancelled and your Refund My Life balance will be reflected to show this.

Paid Refund My Life memberships are not able to be purchased as a gift.

The paid Refund My Life membership will run for the "initial period", which is 120 calendar months from the date your membership purchase is completed and will continue then indefinitely until you give us at least one month's notice in writing in accordance with the clause "Notice", unless we terminate your membership in accordance with the clause "If we need to cancel your membership". The earliest date on which you can end your membership is the end of the initial period.

This means that for paid Refund My Life membership your minimum commitment is to pay for the first 120 months of your membership with us. This applies even if you cancel your payment authority, your payment method expires or is cancelled before then. You cannot end your paid Refund My Life membership before the end of the initial period.

If you want to end your paid Refund My Life membership from the end of the initial period, you must give us one calendar month's notice in writing in accordance with the clause "Notice" at any time up to one month prior to your anniversary of joining as a paid Refund My Life member.

If you do not pay your membership fee when it is due

If you do not pay your membership fee when it is due (for example your payment method expires or is cancelled), we will write to you to let you know (which may be by email or SMS). If you are paying by credit or debit

card, we will try to take this payment from your account again on a daily basis together with any administration fees that may have become payable.

If your payment is not made by the next monthly payment date then we will restart your membership from the next monthly payment date. This will extend your initial period meaning that your initial period will end 120 months after the next monthly payment date. We will ensure you are notified of this new initial period date by mail once your membership has been restarted.

We may refer any missed payments, including any future payments that are due as part of your contract (for example, payments you owe for the rest of an initial period or notice period), to a debt-collection agency.

It is your responsibility to keep your payment details up to date to prevent any administration fees becoming payable.

If you do not pay for your membership, we may prevent you from partaking in your Refund My Life Benefits. This does not mean we will end your membership.

Cancelling your payment method (for example credit card or debit card) does not mean you have given us notice to end your membership. You must give us written notice in accordance with the clause "Notice."

Changing your membership fees

We may increase membership fees automatically each year by up to either 1% above the rate of inflation or 3%, whichever is higher. If we do this, the new fees will come into force after your initial period has ended.

If we plan to increase the membership fees by more than the higher of these amounts, we will give you at least one month's notice in writing in accordance with the clause "Notice".

As well as the increase described above, we have the right to increase membership fees at any time to take account of any increase in the rate of VAT. We will make every reasonable effort to give you at least one month's notice in writing in accordance with the clause "Notice".

Notice

Anywhere in these terms and conditions where we ask you to give notice, if you give notice we will treat the notice as received on the date on which it was actually received by us, unless any such day is not a Business Day, in which case we will treat the notice as received on the next Business Day. This means that if you are required to give one month's notice and that notice is sent by you by post on 1 June but it is not received by us until 5 June, (provided that it is properly completed and together with any further information required) your notice will start on 5

June and will run until 4
July.

As your notice is not effective until we have received it, we strongly advise that when you give notice you get proof that we have received it. For example:

- if you send us notice by post, send it by recorded delivery (we will have to sign the de- livery notice when we receive it); or
- if you send us your notice by email, ask for a delivery receipt.

If you want to give notice, it must be in writing (addressed to Refund My Life Ltd). We will accept notice by post to our head office or by email (cs@refundmylife.com). If you need to provide any further information you can send this by post or provide them as attachments to an email. Delivery of notice to an establishment within your Refund My Life Benefits is not a valid form of delivery and will not be accepted.

If we need to give notice to you:

- it will be effective if we send it to the address or email address we have in the records we hold about you; and
- our notice period will run from the date on which it was actually received by you, unless any such day is not a Business Day, in which case it will be deemed as received on the next Business Day.

Other charges

The benefits applicable to Free Members and Paid Members are limited to those on offer from time to time.

Goods and services beyond the benefits on offer from time to time may incur a separate cost.

Member benefits carry no cash alternative and cannot be exchanged or used in conjunction with any other offer, unless specified.

Specific restrictions, including time and volume may apply to benefits. Please ensure that you read the associated terms and conditions before attempting to redeem any benefit. If you have any questions, please contact cs@refundmylife.com

Ending your membership

The notice periods and the restrictions on giving notice in the initial period are set out in the clauses "Ending your membership - Paid Members."

You must continue to pay your membership fees until your membership ends. Your membership will end at the end of your notice period.

You must not seek to redeem any Refund My Life benefits once your membership has ended.

Under the Consumer Contract Regulations, you have a right to cancel your membership within

14 days of becoming a Refund My Life member by giving notice to us. If you cancel your membership accordingly:

- within 14 days of the date on which you inform us that you wish to cancel we will re- fund you your cost of membership, less the cost of services received during the cancellation period;
- you must not seek to redeem any Refund My Life benefits; and
- you will immediately be downgraded to a Free Member from a Paid Member, at which point you will no longer be able to redeem any benefits specific to a Paid Member.

Ending your membership - Free Members

Free Members can terminate their membership with us at any time via your account setting

(given it costs nothing to be a Free Member, we are not sure why you would want to!).

If you terminate your membership, you will immediately cease to be entitled to any benefits of a Free Member, you will be unsubscribed from all of our mailing lists and you will no longer be able to redeem any benefits.

Ending your membership - Paid Members

Paid Refund My Life membership will automatically renew at the end of your contract period.

At any time, you can end your membership if we give you notice under "Changing your membership fees" of an increase in your membership fee of more than either 1% above the rate of inflation or 3%, whichever is higher.

You must give us notice in writing in accordance with the clause "Notice". The period of notice is one calendar month for paid Refund My Life membership.

If you give us appropriate notice your membership will end at the end of your contract period, and with it your access to any of your Refund My Life benefits

If we need to give notice to you to cancel your membership, it will be effective if we send it to the address or email address we have in the records we hold about you.

We may cancel your membership with immediate effect if you are in breach of these terms and conditions or the terms and conditions associated with any Refund My Life Experiences, any member of your Refund My Life Benefits, our website or any associated website (including their privacy policies) or if any of the situations described in the clause "Cancelling your membership" applies.

If we need to terminate your membership for reasons set out in the clause "Cancelling your membership" then:

- your membership will terminate with immediate effect, and with it your access to any of your Refund My Life benefits;
- in circumstances of serious breach you may not be eligible to remain as a Free Member and we may terminate your membership entirely; and
- your membership fee will not ordinarily be refundable.

Cancelling your membership

We will not tolerate any member of our team, any team members of your Refund My Life Benefits or other members being verbally abused or intimidated or being physically threatened. If we find this to be the case, we have the right to report you to the police, to ban you immediately and cancel your membership.

We may also cancel your membership in the following circumstances:

- if you break or repeatedly break this membership agreement (including those terms and conditions set out in Part B - rules and regulations for using your membership benefits) a member of your Refund My Life Benefits, our website or any of our other services;
- if, with your knowledge or permission, another person uses your membership to obtain any member benefits;
- if you (or anyone on your behalf) use rude or abusive language or behaves or threatens to behave in a violent or aggressive to any Refund My Life team member or at any Refund My Life Experience; or
- if you engage in any criminal activity while on site at any of your Refund My Life Benefits or with our Refund My Life Experience partners.

If we receive any complaint about your behaviour or if we believe that your continued membership is not in the interests of other members, we have the right to suspend your membership. You have the right to appeal against our decision (unless your behaviour is covered by the clause "Cancelling your membership"). You can get details of our appeal procedures from our head office. If we are not able to sort out

the issue following your appeal, or if you do not appeal in line with our appeal procedures we have the right to cancel your membership.

If we cancel your membership for any of the reasons in the clause "Cancelling your membership", we have the right to keep a proportion of the money you have paid under this agreement to cover any reasonable costs we have had to pay and your membership fee will not ordinarily otherwise be refundable. We may also not accept any future applications you may make for membership with Refund My Life.

Changing this agreement

We may make reasonable changes to this agreement, to these terms and conditions in Part A and to the rules and regulations in Part B, at any time, as long as we give you notice before we make the changes.

Making changes to your benefits and your Refund My Life Benefits

We are continually looking to give our members the best benefits that we can for the benefit of our members as a whole. From time to time we may need to change the benefits available to Free Members or Paid Members. We may do this at our sole discretion and without notice.

Please see the clause "Making changes to your benefits" in Part B for further details.

As part of our commitment to our members to maintain the highest standards across your Refund My Life Benefits, we will continually assess each establishment within your Refund My Life Benefits to ensure that it meets our standards.

From time to time we may feel that a benefit no longer meets the criteria required and accordingly we may need to remove that establishment from your Refund My Life Benefits.

An establishment that is part of your Refund My Life Benefits may decide that it no longer wishes to be part of your Refund My Life Benefits or it may have to close temporarily. Unfortunately, this is beyond our control.

If an establishment ceases to be part of your Refund My Life Benefits, your membership will still be valid across the remainder of your Refund My Life Benefits.

Complaints

We are committed to making sure our members are satisfied with the service we provide, but we are realistic enough to know that things don't go according to plan all the time. If you or your guests have a complaint, we want to know about it as soon as possible so that we may fully investigate it and sort the matter out.

If you have a complaint:

- regarding a company within your Refund My Life Benefits, you should first tell a member of the team at that company. If you are not satisfied with their response, you should contact the manager on duty at that company. If you are still not satisfied, you can write to us at our head office or by email to cs@refundmylife.com
- regarding the redemption of any member benefits, please write to us at our head office or by email to cs@refundmylife.com.

Liability

Nothing in these terms and conditions is meant to limit any rights you might have as a consumer.

Data protection and privacy

We keep to the Data Protection Act 1998 and will, once in force, keep to the General Data Protection Regulations.

We will deal with all information we hold about you in accordance with our privacy policy. If you want to know what information we hold about you, or you want us to correct any information we hold about you, the appropriate procedures are set out in our privacy policy.

Governing law and jurisdiction

These terms and conditions are subject to English Law, and the Courts of England and Wales shall have sole jurisdiction.

PART B - RULES AND REGULATIONS REGARDING MEMBER BENEFITS

Specific terms and conditions

Member benefits may change from time to time, as may the terms, conditions, restrictions and exclusions.

Please refer to the specific terms, conditions, restrictions and exclusions associated with the specific member benefits included in the specific member benefits terms and conditions.

The terms and conditions provided here are supplementary to the terms, conditions, restrictions and exclusions included in the specific member benefits terms and conditions.

Reasonable usage

To provide the best benefits to all of our members we operate a reasonable usage policy. The policy applies to all of your member benefits.

We reserve the right to suspend some or all of your member benefits for fraud and/or if your usage of your benefits is excessive or abused.

Making changes to your member benefits

We are continually looking to give our members the best benefits that we can for the benefit of our members as a whole.

To secure the benefits with our brand partners, certain benefits may have time or date restrictions available on their use, have restrictions and exclusions associated with their redemption

or be limited in number. It is your responsibility to check the terms and conditions associated with each of the member benefits before attempting to redeem them.

As well as adding to member benefits, from time to time we may remove certain member benefits (for example where a brand partner removes the benefit or where we feel an alternative partner may be of greater benefit to our members generally but will only provide that benefit if we cease a partnership with one of its competitors) or change the terms, conditions, restrictions, and exclusions associated with their redemption. We may do this at our sole discretion and without notice.

While we will use reasonable endeavours to ensure that member benefits are available when advertised, we shall have no liability should any of the member benefits be unavailable at any time (for example, should an establishment within your Refund My Life Benefits run out of a product currently forming part of a member's benefits or should one of our brand partners re-tract or reduce a member discount).

Brand partners

Where our brand partners provide you with a discount code to redeem against their products or services, you agree not to distribute this code to anyone.

If you provide any discount code or other offer code provided by us to any third party, or we reasonably suspect you of having done so, we have the right to end your membership. Please read the clause "If we need to cancel your membership" in Part A.

Definitions

Contract period - has the meaning given to it in Paid Refund My Life membership

Paid Refund My Life Membership - our paying members. Paid Refund My Life members enjoy the full range of benefits (including member rates) that are not available to Free Members.

Free Member - our free members. Free Members do not enjoy the full range of benefits (including member rates) that paid Members enjoy.

Initial period - has the meaning given to it in Paid Refund My Life membership

You - the member

We and us – Refund My Life Limited.