



Customer Terms & Conditions

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. THESE TERMS

1.1 What definitions we use in our terms. In these terms:

“Application” means your Membership application, dealt with in accordance with clause 3.1.

“Benefits” means access to the various special products and services made available to Members, which Benefits shall be as published on the Website.

“Initial Membership Fee” means the one-time payment due on application to become a Member.

“Individual Membership” or “Membership” means participation in the closed-user group, which entitles a Member to access all of the Benefits through the Membership Programme.

“Individual Membership Application” means your Membership application form, including these Terms and Conditions, and the application process.

“Member” means a person who has been accepted by us as a Member of our travel club and who has paid the Initial Membership Fee and continues to pay the Monthly Membership Fee. A person immediately ceases to be a Member if he or she terminates his or her Membership or fails to pay the Monthly Membership Fee when due.

“Monthly Membership Fee” means the monthly payment made by a Member to maintain Membership in the Programme.

“Programme” means our Benefits Membership Programme.

“Provider” means a third party with whom we have entered into a contract whereby the third party provides Benefits to Members of the closed-user group Membership Programme operated by us.

“Services” means online services for travel (such as package holidays), entertainment and other related services. Our package holidays enjoy the protection of the Package Travel and Linked Arrangements Regulations 2018, as well as other benefits, such as carefully selected accommodation, local assistance, etc.

“Website” means our website www.lifestylebynexarise.com or sub domains of that Website and any other websites including subdomains through which we may offer access to Programme Benefits from time to time.

1.2 What these terms cover.

These are the terms and conditions on which we supply the Services to you (our contract with you). These terms must be read in conjunction with the terms and restrictions unique to each Provider, and the purchase of all products and/or services is subject to the terms and conditions of use or booking of the Provider supplying such products or services to the Member.

1.3 If you are not in the UK:

(a) We do not provide our Services in sanctioned jurisdictions. Our Website can be accessed from any jurisdiction in the world. Nonetheless, we do not provide our Services to the residents and companies registered in countries which are currently under sanctions imposed by the United States of America, European Union, United Arab Emirates, United Kingdom and United Nations or under the respective applicable laws. For the specific sanctions and the list of countries under such sanctions, please visit the website of the respective authorities and governmental bodies.

(b) You should cancel your subscription and immediately stop using our Services if you are from a sanctioned jurisdiction. If we learn that you are using our Services from a

sanctioned jurisdiction, we can cancel your subscription and stop providing our Services to you without any notice as and when we learn about it, without any obligations towards you. You shall have no right to refund or compensation if you have already paid us.

(c) Our terms and conditions are an invitation to trade in the United Kingdom. All companies in Nexarise group are registered in England and are operating under the laws of England and Wales. If you decide to use our Services from abroad, it is your responsibility to check whether using our Services could be in breach of your country's laws. **DO NOT USE OUR SERVICES IF YOU HAVE A REASON TO BELIEVE THIS CAN BREACH ANY LAWS OF YOUR COUNTRY.**

1.4 Governing law.

By accepting our terms and conditions and/or continuing to use our Services, you understand and accept that these terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

1.5 Jurisdiction.

If you live in England or abroad, you should bring any legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

Important information for business customers. If you are a business customer some of these terms will not apply to you. For example, you have no right to change your mind. The provisions of the Consumer Rights Act 2015 do not apply to you. We recommend you take an independent legal advice in relation to your rights.

1.7 Why you should read these terms.

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are.

We are LIFESTYLE BY NEXARISE LTD a company registered in England and Wales. Our company registration number is 12783709 and our registered office is at 1000 Great West Road, Brentford, England, TW8 9DW. Our registered VAT number is GB 358155579.

2.2 Our Intellectual Property Rights.

The Website content, including, but not limited to, its appearance, layout, colour scheme, design, software, logos, trade, service and other marks used with the Website or the Programme from time to time belong to and shall remain our property or our licensors and are protected by intellectual property laws. Any software that is made available to download from the Website (the “Software”) is our copyrighted work, our parent company, associated or affiliated entities and/or our Providers and/or their suppliers or licensors. You shall not use, disseminate or reproduce any of our trademarks, tradenames, trade dress, service marks, copyrights or other intellectual property in marketing materials, or in advertising on social media, including, but not limited to, Facebook, Twitter, or LinkedIn, domain registration or any other advertising and/or marketing outlet without our prior express written consent.

2.3 You cannot copy the Website content or Programme.

Copying or reproduction of the Software or of the Website content or Programme to any other server or location for further reproduction or redistribution is expressly prohibited. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Website content or the Programme, in whole or in part, by any means, except as expressly authorised in writing by us. We grant you only a limited, non-transferable, revocable and non-exclusive license to use the Software, documentation and other content of the Website necessary to access, explore and otherwise use the Website in real time and to use the materials and the Benefits of the Programme on the Website in a manner consistent with these Terms and Conditions.

2.4 How to contact us.

You can contact us by using our web chat service on the Website or by writing to us at support@lifestylebynexarise.com.

2.5 How we may contact you.

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.6 “Writing” includes emails.

When we use the words “writing” or “written” in these terms, this includes emails.

3. THE MEMBERSHIP

3.1 How your Membership is accepted.

Membership in the Programme becomes effective only when we accept the Membership Application and the Initial Membership Fee and the first Monthly Membership Fee are paid and received by us, and you have accepted these Terms and Conditions of Membership. Membership then continues after the acceptance, conditional upon payment by you of the Monthly Membership Fee. We may refuse without any reasons to accept any Membership Application.

3.2 If your Membership Application cannot be accepted.

If we are unable to accept your Application, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for. This may also be because you are below our minimum Membership age – 18 years old.

3.3 Your Member Identification Number.

We will assign Member Identification Number to your Membership and tell you what it is when we accept your Application. It will help us if you can tell us the number whenever you contact us about your Membership or other Services.

3.4 We work from the UK.

Our Headquarters are based in the UK. Please see our disclaimer in clause 1.3 if you want to use our Services from abroad. The information on our Website is not targeted at the general public of any country. It is not intended for distribution to residents in any country where such distribution or use would contravene any local law or regulatory requirement.

3.5 Use of the Website.

You shall not use the Website for any purpose that is unlawful or prohibited by these terms, the Website Terms of Use, Acceptable Use Policy or applicable law, and you agree to respect the rights of other users of the Website. We reserve the right to terminate your use of the Website and your Membership if, at any time, you engage in any conduct that we, in our sole discretion, deem to be detrimental to us, the general public or other users. In such instances, your Membership “points” will be lost, as well as any other incentives awarded by us or our Providers that are accrued but not redeemed or used upon the termination of your Membership. In addition, you agree to refund to us the reasonable value of any incentives or remuneration you receive or realise as a result of any illegal or wrongful conduct or conduct in violation of these Terms and Conditions.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the Services you have ordered please contact us immediately. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8).

5. OUR RIGHTS TO MAKE CHANGES

We may revise and amend these Terms and Conditions from time to time. Your use of any of the Website or Benefits offered in the Programme will be subject to the Terms and Conditions in force at the latest time you access the Website and the Benefits, and your

use of the Website and/or the Benefits shall constitute your acceptance of the applicable Terms and Conditions.

6. PROVIDING THE SERVICES

6.1 When we will provide the Services.

During the order process we will let you know when we will provide the Services to you.

6.2 We are not responsible for delays outside our control.

If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

6.3 Setting a new deadline for the Services.

If you do not wish to treat the contract as at an end straight away, you can give us a new deadline for the Services, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

6.4 Ending the contract for late provision of the Services.

If you do choose to treat the contract as at an end for late provision of Services, you can cancel your order for the Services and/or your Membership.

6.5 What are your obligations under these terms.

You should co-operate with us and assist us to such extent as we may reasonably require to perform our obligations under these terms.

6.6 What will happen if you do not give required information to us.

We may need certain information from you so that we can supply the Services to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.7 Reasons we may suspend the supply of the Services to you.

We may have to suspend the supply of the Services to:

(a) deal with technical problems or make minor technical changes;

(b) make changes to the Services as requested by you or notified by us to you.

6.8 Your rights if we suspend the supply of the Services.

We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. You may contact us to end the contract for the whole or part of the Services if we suspend it, or tell you we are going to suspend it, in each case for a period of more than one month and we will refund any sums you have paid in advance for the Services in respect of the period after you end the contract.

6.9 We may also suspend supply of the Services if you do not pay.

If you do not pay us for the Services when you are supposed to (see clause 12.4) and you still do not make payment within three days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 12.7). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 12.6).

7. BENEFITS SYSTEM

7.1 Providers of Benefits.

We supply certain Benefits ourselves and/or through associated entities but we also contract with various Providers to provide Benefits to Members, which change from time to time. We provide an updated information about Benefits on our Website.

7.2 Authorised users.

Benefits may be used by any Member. A maximum of two adults aged 18 or older may travel per booking provided at least one adult on the booking is a Member or is an adult aged 18 or older who resides in the same household as a Member. A Membership may only be held in the name of an individual person. We do not accept Membership Applications in multiple names, partnerships, and trusts or in the names of, or on behalf of, business entities.

7.3 Dependent Children.

Members may take dependent children on our bookings by paying the designated trip charge. Children may be charged an additional Dependent Child Fee ("DCF"), which is particular to each booking and will change accordingly. Dependent children are those children residing with their parent(s) or legal guardian(s), in full-time education and 18 years of age or under. Those children who are over the age of 18, unmarried, residing with their parent(s) or legal guardian(s), and attending full-time education (up to the age of 25) are also considered dependent children for these purposes. In addition, a child who is permanently disabled (no matter what age) and under the direct care of his or her parent(s) or legal guardian(s) is a dependent child for these purposes. Additional rooms for dependent children under the age of 18 years not sharing accommodation with adult

guests can be requested but are not guaranteed to be available and will be subject to additional charges, which may vary.

7.4 Selection of Benefits.

It is your responsibility to choose which Benefits you use. Not electing to participate in all or any of the Benefits offered does not constitute a breach of your Membership. Except in accordance with the provisions for cancellation in these terms (clauses 8 and 9), you will not be eligible for a full or partial refund of your Initial Membership Fee and Monthly Membership Fees as a result of your non-use of any of the Benefits of the Programme. Benefits available may be varied and/or replaced by alternative Benefits at any time in our sole discretion.

7.5 Availability of Benefits.

Due to the inherently limited inventory in the travel industry, the availability of specific services or features such as room upgrades or amenities is not guaranteed and may be subject to limits on availability or price, which may vary. We will make every reasonable effort to offer you the best possible price, but prices may increase above the initially published price due to limited inventory availability. Benefits are booked subject to the booking terms and cancellation policy applicable to each booking, which may contain restrictions imposed by a Provider, such as minimum or maximum age requirements, travel insurance and visa requirements. It is your responsibility to ensure that you are able to comply with the booking terms, including any such restrictions or requirements, before booking. We shall not be responsible for your failure to comply with such restrictions or requirements, where you have been advised of these on or prior to booking.

7.6 Hotel Credits

- As a 'Lifestyle by NeXarise' customer, you earn valuable Hotel Credits which can be accessed through our travel portal and then used at thousands of great hotels.
- Use your Hotel Credits to either reduce your hotel costs, experience a higher quality hotel (more stars), or perhaps help pay for an extra night's stay.
- Your Hotel Credits can be used on most pre-paid hotel bookings, if fact, when you are searching for the perfect place to stay, you will see your savings, including Hotel Credits, right there on the search results.
- You will also see the maximum amount of your Hotel Credits which you can use there (right next to the price) so you can easily compare your options.
- Once you have found the perfect choice, you can decide whether to use none, some, or all of your available Hotel Credits before you complete the purchase.
- If you cancel your membership with Lifestyle by NeXarise, you will lose all unused credits.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us.

Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the Services updated or to get some or all of your money back), see clause 11;

(b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

(c) If you have just changed your mind about the Services, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you may have to pay parts of the contract which we have already performed for you;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see clause 8.6.

8.2 Ending the contract because of something we have done or are going to do.

If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

(a) there is a risk that supply of the Services may be significantly delayed because of events outside our control;

(b) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than one month; or

(c) you have a legal right to end the contract because of something we have done wrong (including because we have provided our Services late).

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013 for UK customers).

You have a legal right to change your mind within 7 days and receive a refund. This can vary depending on region, please refer to 8.7

8.4 When you don't have the right to change your mind.

You do not have a right to change your mind in respect of the Services which we have already provided to you and there is nothing wrong with them.

8.5 How long do I have to change my mind?

After you have ordered the Services, you have 7 days (or dependant on your region see clause 8.7) after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

8.6 Ending the contract where we are not at fault and there is no right to change your mind.

Even if we are not at fault and you do not have a right to change your mind (see clause 8.1), you can still end the contract before it is completed. A contract for the Services is completed when the Services are provided and paid for. If you want to end the Membership contract in these circumstances, just contact us to let us know (send a termination notice). We will refund any advance payment you have made for the Services which will not be provided to you. Notice of termination must be received by us at least five business days prior to the scheduled payment date of your account. If a termination notice is received fewer than five business days prior to the scheduled payment date, termination will become effective in the month following the month in which we received the notice of termination. Please note that, termination of this contract will terminate your use of the Benefits of Membership and access to the Website with effect from the next scheduled payment date.

8.7 REGION-SPECIFIC CANCELLATION TERMS:

8.7.1 **European Union:** If you are an EU member country citizen and made a purchase on our website from any of the EU member countries, you can claim a refund from the date of purchase until **14 calendar days**.

8.7.2. **United Kingdom, USA, Australia, Canada and New Zealand:** If you are a UK, US, AU, NZ or Canadian citizen and made a purchase on our website from the above-mentioned countries, you can claim a refund from the date of purchase until **14 calendar days**. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.7.3. **Rest of the World:** If you have made a purchase on our website from any other country than the ones mentioned above, you can claim a refund from the date of purchase until **7 calendar days**.

8.8 Claims and Dispute: If we inform you that we have received a claim, chargeback or other dispute concerning one of your transactions, then you shall promptly deliver any helpful information we request to confirm that you fulfilled the transaction per the agreement with us (including but not limited to Terms of Use). If you fail to comply with the prior sentence or was unable to comply with the agreement or these policies, or if the claim chargeback or dispute is not caused by

(i) our failure to make your order available as it was received by us or

(ii) credit card fraud, then you shall promptly reimburse us for the amount of the customer purchase (including the purchase price and any taxes) and all associated credit card association, bank or other payment processing, re-presentment and penalty fees

associated with the original purchase and any chargeback or refund, litigation and arbitration fees in each case to the extent paid or payable by us.

8.9 Digital Nature of Services: Please keep in mind that most of our services are digital (e-services). Therefore, there is no physical delivery or return policy in place at the moment.

8.10 If you cancel your membership with Lifestyle by NeXarise, you will lose all unused credits.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 Tell us you want to end the contract.

To end the contract with us, please let us know by using our web chat service on the Website or email us at members@lifestylebynexarise.com. Please provide your name, home address, details of the order, Member Identification Number and, where available, your phone number and email address.

9.2 How we will refund you.

We will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 When your refund will be made.

We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 30 days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it.

We may end the contract for Services at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within three days of us reminding you that payment is due;

(b) you stop payment of the Monthly Membership Fee or if any of the information provided by you on your Membership Application is found to be false, inaccurate or fraudulent;

(c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;

(d) you do not, within a reasonable time, allow us to provide the Services to you; or

(e) you use our Services for business use.

10.2 You must compensate us if you break the contract.

If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for the Services we have not provided but we may deduct or charge you a reasonable compensation for the net costs we will incur as a result of your breaking the contract.

11. IF THERE IS A PROBLEM WITH THE SERVICES

11.1 How to tell us about problems.

If you have any questions or complaints about the Services, please contact us. You can use our web chat service on the Website or write to us at support@lifestylebynexarise.com.

11.2 Summary of your legal rights **(For UK residents only)**

We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

a) If your product is digital content, for example a mobile phone app, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

b) If your digital content is faulty, you're entitled to a repair or a replacement.

c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also clause 8.3.

If your product is services, for example a package holiday, the Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

12. PRICE AND PAYMENT

12.1 Where to find the price for the Services.

The price of the Services (which includes taxes) will be the price indicated in the order specification. We use our best efforts to ensure that the price of the Services advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the Services you order.

12.2 We will pass on changes in the rate of taxes.

If the rate of taxes change between your order date and the date we supply the Services, we will adjust the rate of taxes that you pay, unless you have already paid for the Services in full before the change in the rate of tax takes effect.

12.3 What happens if we got the price wrong.

It is always possible that, despite our best efforts, the Services may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid, unless we have already started providing the Services to you, in which case we may withhold a reasonable amount for the work we have done.

12.4 When you must pay and how you must pay.

We accept payment with Visa Debit, Visa Credit and Mastercard. You must pay for the Services before we start providing them.

12.5 Membership payment authorisation.

By accepting these terms, you authorise us to charge your credit or debit card identified in your Application or provided to us from time to time, with the Initial Membership Fee and the Monthly Membership Fees. You hereby certify that the credit or debit card used to make payment is held in your name or that you are an authorised user of the card. Payments contemplated by this purchase consist of the Initial Membership Fee and the recurring Monthly Membership Fees until the Membership is cancelled by notice in writing in accordance with these terms.

12.6 We can charge interest if you pay late.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.7 What to do if you think an invoice is wrong.

If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 We are responsible to you for foreseeable loss and damage caused by us.

Subject to clause 13.4, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at clause 11.2; and under the Consumer Protection Act 1987.

13.3 We are not liable for business losses.

If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13.4 Other limitations of liability.

We, our parent company, associated entities, Providers, contractors, licensors, suppliers, agents, any independent provider/transmitter of information, and the employees, agents, assigns, owners, officers or directors of the foregoing parties (collectively, the “covered parties”) shall not be liable for any direct, indirect, incidental, special, consequential or punitive damages that result from:

- (1) the use of, or inability to use, the Website;
- (2) any inaccuracy, error, delay in or omission of, any information, or the transmission or delivery of any information;
- (3) any negligent or reckless act or omission; or
- (4) any event outside our control (force majeure event).

In no event shall any of the covered parties’ liability for damages to a Member exceed the Initial and Monthly Membership Fees paid by the Member during the 12 months immediately preceding the first event that is alleged to have caused the damages.

13.5 Website content without warranties.

All materials, information, software, products, and services included on or available through the Website (the “content”) are provided “AS IS” and “AS AVAILABLE” for your use. The content is provided without warranties of any kind, either express or implied.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 How we may use your personal information.

We will only use your personal information as set out in our Privacy Policy, which can be found at the bottom of the Website. You may revoke your consent to our marketing emails and newsletters by emailing support@lifestylebynexarise.com or by utilising the unsubscribe option contained within our email or text communication.

14.2 Submitting the Membership Application Form.

By completing and submitting the Membership Application Form, you specifically authorise us to transfer and disclose personal or confidential contact information which you have provided us in connection with your Membership Application Form to our parent company and associated or affiliated entities, partners, licensees, agents, Providers and vendors, as well as, if required by law, applicable government or regulatory bodies.

14.3 Confidentiality.

Except as provided in clause 14.2, any data you supply to us under these terms shall remain your property and will be kept confidential by us.

15. OTHER IMPORTANT TERMS

15.1 Entire agreement.

The Membership Application Form and these Terms and Conditions constitute the entire agreement between you and us relating to your Membership. You should not rely on any promises, representations, offers, and other communications not expressly set forth or incorporated by reference in these Terms and Conditions.

15.2 Waiver.

Any waiver of any breach of these Terms and Conditions must be in writing and signed by our authorised officer. Waiver of any breach of these Terms and Conditions by you shall not operate or be construed as a waiver of any subsequent breach.

15.3 We may transfer this agreement to someone else.

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.4 You need our consent to transfer your rights to someone else.

Membership is personal to you as a Member and you may not transfer, assign, charge or otherwise dispose of any of your rights or obligations without our prior written consent. Membership shall terminate automatically on the death of the individual in whose name the Membership is held. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.5 Nobody else has any rights under this contract.

This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.6 If a court finds part of this contract illegal, the rest will continue in force.

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.7 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

15.8 KYC and AML Mandate: All the Customers and Users of our platform may be required to complete a KYC and AML before, during or after registering or making payment on our website. The KYC and AML is a mandatory requirement, and no Customer or User shall be allowed to seek a refund merely because they do not wish to complete the KYC and AML compliance. Our KYC and AML vendor is compliant with local data protection and privacy regulations. If you do not want to go through KYC and AML compliance, you shall not purchase any product or service on this website and immediately leave the website. If you refuse to complete the KYC and AML requirements within the stipulated time frame, then the company has the absolute right to block your account and refuse to provide any refund.