

## Terms of Service

Last updated 18 June 2019

### **1. Summary**

This document sets out the obligations of Lifefyle members, and the commitments that Lifefyle Ltd make to its members.

By signing up for Lifefyle, you confirm that you accept these Terms of Service.

### **2. Your obligations**

By signing up for Lifefyle, you confirm that you are 13 years of age or older.

You are accountable and responsible for the processing of your content. The Lifefyle products and services are designed to support this process, but we take no liability for reading and processing your admin. It is your responsibility to check the accuracy of document processing through Lifefyle, and complete the admin tasks identified. Lifefyle is not liable for any of your admin. This includes but is not limited to documents being mis-read or misinterpreted; activities & tasks not being identified or completed; decision-making; notifying other users of tasks related to your admin.

Some Lifefyle plans allow you to share the contents of your Lifefyle account with others. Only you can share your content and we advise you to think carefully about what you share and with whom. Lifefyle accepts no responsibility for content shared between users.

Safeguard your password to Lifefyle, and keep your Account Settings current. This will help us keep your content protected.

You may use the Lifefyle products and services only as permitted by applicable laws and regulations.

### **3. Our obligations**

We are committed to keeping your data safe.

We will not use your data for anything other than processing your admin and improving your experience as a Lifefyle member. For full details of how we treat your data, please see our Privacy Policy. We may review your conduct and content for compliance with your obligations as set out in this Terms of Service should we become alerted to breaches of these obligations.

We will ensure that you can access your data at any time. In the limited instances where the Lifefyle platform is not available, your data will still be available via contact with our Customer Support team.

#### **4. Copyright, Content Ownership and Trademarks**

Your data is your data.

Our brand, product and algorithms are ours. The Lifefyle product, services and name are protected by Trademark.

We welcome feedback from our members but please be aware that we may use comments or suggestions that you make about Lifefyle either directly to us, or elsewhere in the public domain, without any obligation to you.

#### **5. Modifications and Beta Services**

Lifefyle members access their account via the web on [app.lifefyle.com](http://app.lifefyle.com), or via an app installed on their device from the App Store or Google Play. Periodically, we will make changes, modifications and upgrades to the Lifefyle system. The reasons for these changes include, but are not limited to the following:

- Introducing new features within Lifefyle
- Improving existing Lifefyle features
- Maintaining compliance with any regulations under which the Lifefyle operations are bound
- Maintaining compatibility with the devices and operating systems we enable our members to use to access Lifefyle
- Maintaining the stringent security processes and protection mechanisms we have built into the Lifefyle platform
- Fixing bugs, correcting any errors in text or processing within Lifefyle

Changes to Lifefyle will be built in our development environment and thoroughly tested before being pushed out to members. Changes will never be pushed out without a clearly defined and tested roll-back process.

Where possible we will release these updates without impacting the availability of Lifefyle to our members. On occasion it may be necessary to take Lifefyle offline while changes are published. Our intention will always be to provide at least 24 hours notice of any forced downtime of Lifefyle but we reserve the right to take the platform offline at any time, without notice, should we deem it necessary to protect Lifefyle, our members, or their data.

In some cases we may push changes to a portion of our user base for a short time in order to gather feedback and assess preferences. This is called Beta testing. While a portion of members are using the trial, Beta version, the majority of users will continue to use the existing, Live version. This will help us understand what works and what is useful from new features, screens, layouts and labels. We will let you know if this is happening by labelling Beta versions. You may contact us to exercise your right to opt out from a Beta trial until such time as the changes become part of the standard product.

## 6. Accounts

### a. Payments

This section is only applicable to paid plan types. This is all plans with the exception of our basic FREE plan.

If you upgrade on the web platform via [app.lifefyle.com](http://app.lifefyle.com), you will provide payment details to Lifefyle when you register for or upgrade to a paid plan. Should you choose to upgrade via the mobile application, your payments will be processed as an in-app purchase via the App Store or Google Play.

The first payment is taken on the day you register or upgrade to a paid plan. Subsequent monthly payments will be taken on the same date each month.

If you are eligible for a free trial period, or have a pre-paid gift voucher, initial payment for Lifefyle will be taken on the first day after the date which your agreed trial or pre-paid period ends. You will be notified 3 and 1 days before any payment is taken.

We use Stripe to process our payments. You will find details of their Privacy Policy and Terms on their website [www.stripe.com](http://www.stripe.com).

We reserve the right to change subscription fees. We will give you at least 1 month advance notice of any increase in the cost of your Lifefyle account via a message to the email address associated with your account. If we alter the price of your plan downwards, you will not be notified, but will automatically pay the new lower price when your next payment is due.

### b. Refunds

If you pay for your subscription to Lifefyle directly, you have the right to cancel your subscription to Lifefyle within 14 days of signing-up for any of our paid plans. This is called the 'cool-off period'.

After the 14 day cool-off period, we operate a no refunds policy for members who pay monthly.

Members paying an annual subscription to Lifefyle are entitled to request a refund for the months paid for in advance but not used. This will be calculated as the number of full months from 14 days after the date that notice of termination was received by Lifefyle, to the end of the pre-paid period.

For information on the refund and cancellation policies of specific in-app purchases, please select the relevant link from the list below:

**Google Play:**

[https://docs.google.com/document/d/10wxV-UMo0v8QGcruw\\_ICiNstvDwOert-hrY5r4uOsCs/edit](https://docs.google.com/document/d/10wxV-UMo0v8QGcruw_ICiNstvDwOert-hrY5r4uOsCs/edit)

**App Store:**

<https://www.apple.com/legal/internet-services/itunes/uk/terms.html>

### **c. Upgrading and Downgrading**

At Lifefyle, our priority is to make your life easier. For this reason, we do not offer a complex range of products at varying price points.

Any user on our FREE plan can upgrade to a paid plan at any time using their Account Settings, or clicking the 'upgrade' button which appears on accessing Lifefyle's premium features.

The first email address used to register for a plan is automatically nominated as the 'administrator' of that plan. Administrators of accounts on paid plans can add additional members at any time.

To remove a member from a paid plan account, both the account administrator and the member being removed will need to confirm this to Lifefyle via email to [Membersupport@lifefyle.com](mailto:Membersupport@lifefyle.com). We will then work with both members to create appropriate separate accounts, replicating data only agreed between both parties.

To downgrade your subscription from a paid plan to a free plan, simply return to settings and update the selection you have made for your plan.

## **7. Cancellation and Termination**

### **a. Cancellation by you**

You are free to stop using the Lifefyle product and services at any time. The simplest way to stop paying for Lifefyle is to downgrade your account to the FREE version.

To formally terminate your account and initiate the deletion processes described below, you will need to notify us in writing with at least 14 days notice of your intention to close your account. Your account will terminate within 14 days of us receiving confirmation of your wish to cancel. If you pay monthly, your account will be active for the full period for which you have paid.

It is your responsibility to copy and transfer any data you hold in Lifefyle which you may wish to access after your account has been closed.

After you have terminated your account, Lifefyle will hold your data and account details securely for a period of 12 months to save you time and duplicated effort in case you decide to restore your account. Should you wish us to delete your account immediately, or delete versions of your account held in our back-up and cold storage facilities, you will need to request this in writing to Member Support, Lifefyle Ltd, Ibex House, 162-164 Arthur Road, Wimbledon, London, SW19 8AQ.

### **b. Termination by Lifefyle**

We reserve the right to suspend or terminate your access to Lifefyle, with immediate effect, if you:

- (i) are in breach of these terms

(ii) you are using Lifefyle in a manner which would cause harm or loss to us or other members

(iii) payment for your account is in arrears

If you do not pay a Lifefyle subscription on time, we reserve the right to downgrade or lock your account until the amount owed is paid. In the event that your account is not paid, when you, or any members sharing your account, next log-in to Lifefyle, you will be presented with the option to pay the outstanding balance on your account, or downgrade to a free version of Lifefyle.

If we terminate your account, Lifefyle will hold your data and account details securely for a period of 12 months to save you time and duplicated effort in case we agree to restore your account. After this time, your account will be permanently deleted.

Should you wish us to delete your account immediately, or delete versions of your account held in our back-up and cold storage facilities, you will need to request this in writing to Member Support, Lifefyle Ltd, Ibex House, 162-164 Arthur Road, Wimbledon, London, SW19 8AQ.

We may decide to discontinue Lifefyle services and cease to make our product available in response to exceptional circumstances beyond Lifefyle's control, or to comply with a legal requirement. If we do so, it will be our intention to give you reasonable notice so that you can export your data from our platform. Our standard refund policy will apply if we discontinue services in this way, with the dates calculated from the point at which we serve you notice. We will notify you via the email associated with your account.

## **8. General Conditions**

Lifefyle is a UK Limited company, registered with Companies House, compliant with The Companies Act 2006, and governed by the laws of England and Wales.