



WEBSITE TERMS AND CONDITIONS OF SUPPLY OF GOODS AND SERVICES

This page tells you information about us and the legal terms and conditions (Terms) on which Performance withZing Limited and our Associate Company Upgrading Self Revolution Limited and/or such other companies as we may notify you of from time to time provides the services (Services) as listed on our website www.withzing.com (our site) to you.

These Terms will apply to any contract between us for the sale of Services to you (Contract). Please read these Terms carefully and make sure that you understand them, before purchasing goods and/or services through our site. Please note that before any purchase transaction is processed you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to enjoy the benefit of Services from our site.

You should print a copy of these Terms or save them to your computer for future reference.

We amend these Terms from time to time as set out in clause 7. Every time you wish to order goods and or services from our site please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated on Thursday 11th December 2018.

These Terms, and any Contract between us, are only in the English language.

1. Information about us

We operate the website www.withzing.com. We are Performance withZing Limited a company registered in England and Wales under company number 07431883 whose registered office is at 1110 Elliott Court, Coventry Business Park, Herald Avenue, Coventry CV5 6UB0

1.1 Our VAT number is 22319980

1.2 Associate Company

Upgrading Self Revolution Limited whose registered address is 1110 Elliot Court Coventry Business Park,

Herald Avenue, Coventry, West Midlands, United Kingdom, CV5 6UB; Company Number: 10010778; the main trading address of which is Rural Innovation Centre, Avenue H, Stoneleigh Park, Warwickshire CV8 2LG

1.3 Contacting us:

(a) to cancel a Contract in accordance with your legal right to do so as set out in clause 8, you need to let us know that you have decided to cancel. The easiest way to do this is to complete the cancellation form which can be found on our website.

(b) if you wish to contact us for any other reason, including because you have any complaints, you can you can contact our customer support team on +44 (0)1926 676 345

(c) if we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provided you provided when you placed the order with us.

2. Our Services

2.1 The images of the Services on our site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Services.

2.2 The packaging of the Services may vary from that shown on images on our site.

3. Use of our site

Your use of our site and that of our Associate Company is governed by our Terms of website use Policy. Please take the time to read these, as they include important terms which apply to you.

4. How we use your personal information

We only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.

5. Making a Purchase

You may only purchase Services from our site if you are at least 18 years old.

6. How the contract is formed between you and us

6.1 Our Checkout page will guide you through the steps you need to take to purchase such goods and or services as listed on our site.

6.2 You will receive an e-mail from us acknowledging receipt of your order. However, please note that this

does not mean that your order has been accepted. Our acceptance of your order will be as set out in clause 6.3.

6.3 We will confirm our acceptance to you by sending you an e-mail that confirms that your purchase has been accepted (Purchase Confirmation). The Contract between us will only be formed when we send you the Purchase Confirmation.

6.4 If we are unable to accept your order and you have already made payment we will refund you the full amount as soon as possible.

7. Our right to vary these Terms

7.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

7.2 We may revise these Terms from time to time to reflect the following circumstances:

- (a) changes in relevant laws and regulatory requirements and
- OR
- (b) our marketing policy and/or corporate structure from time to time.

7.3 If we have to revise these Terms we will contact you to give you reasonable advance notice of the changes and how such changes impact you.

8. The refund and money back guarantee

8.1 For users on the 30 day challenge we will email you a reminder when your 30 day challenge is about to end, and a withZING coach will contact you to discuss your achievements and how you can enrol for the full program.

8.2 You have a legal right to cancel a Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 within 14 days to get a refund. This right starts from the date of Purchase Confirmation which is when the Contract between us is formed. However, due to the program being personalised, once you have started your programme for example completed the initial Insight assessment it is non-refundable.

8.3 At the end of the full program having complied with the stated requirement of the program,* you have not seen any progress, then email us at support@withzing.com and we will arrange for a full refund.

OR

8.4 If at the end of the program having complied with the stated requirement of the program,* you have not achieved at least three of the targets set, then email us at support@withzing.com and we will extend your program for up to a further 6 months Free of Charge or until you achieve your targets. Whichever comes first.

* Program compliance:

- Completion of the prescribed exercises twice daily,

- Carried out every 30 days the on-line Insight assessment
- Participated in the withZING coaching sessions

8.5 If you wish to cancel your contract otherwise than in accordance with 8.2 or 8.3 you may do so at any time by contacting support@withzing.com, however in such circumstances you will remain liable for payment of your membership fees for the term of your contract and you will not be entitled to any refund.

8.6 We will refund you on the credit card or debit card used by you to pay. Because you are a consumer, we are under a legal duty to provide services that are in conformity with this Contract. As a consumer, you have legal rights in relation to Services that are not as described. These legal rights are not affected by your right of cancellation and refund in this clause 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8.7 We will refund you on the credit card or debit card used by you to pay. Because you are a consumer, we are under a legal duty to provide services that are in conformity with this Contract. As a consumer, you have legal rights in relation to Services that are not as described. These legal rights are not affected by your right of cancellation and refund in this clause 8 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

9. How to pay

9.1 You can only pay for goods and/or services as listed on our site by debit/credit card or PayPal. We accept the following cards: VISA, MasterCard and Maestro Payment for the Services and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order.

10. Our liability

10.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.

10.2 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective Services under the Consumer Protection Act 1987.

11. Events outside our control

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our

Control is defined below in clause 11.2

11.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks [or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport].

11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and
(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Services to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

11.4 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than 30 days. To cancel please contact us. If you opt to cancel, you will have to return (at our cost) any relevant Services you have already received and we will refund the price you have paid, including any delivery charges.

12. Communications between us

12.1 When we refer, in these Terms, to “in writing”, this will include e-mail.

12.2 You may contact us as described in clause 1.3.

13. Other important terms

13.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

13.2 You may only transfer your rights or your obligations under these Terms are not transferable.

13.3 This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

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

13.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by

you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

13.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.