



# MAGNAPASS: TERMS OF USE

Last updated: 24<sup>th</sup> July 2017

Please read these Terms of Use ("Terms") carefully. By downloading, accessing or using the mobile applications, websites or other products or services (collectively, the "Services") of MagnaPass Technology Group Ltd. and our affiliates ("MagnaPass", "we" or "us", the "Site" and "app", the "platform", the "Service"), you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Services.

We may change or modify these Terms at any time and in our sole discretion. If we make changes to these Terms, we will provide notice of such changes, such as by sending a notification, posting a notice on the Services or updating the "Last Updated" date above. Your continued use of the Services will confirm your acceptance of the revised Terms. We encourage you to frequently review the Terms to ensure you understand the terms and conditions that apply to your use of the Services. If you do not agree to the amended Terms, you must stop using the Services and delete your MagnaPass account.

## 1. MAGNAPASS AND YOU

By accessing, browsing, and/or using any of MagnaPasses Services including the Site and/or app, you accept and agree to be bound to these Terms. In addition, when using particular MagnaPass services, you also shall be subject to any posted guidelines, FAQs, or rules applicable to such services, which may be posted and modified from time to time.

## 2. OUR AUDIENCE

MagnaPass is intended for use by people who are 18 years of age or older, and persons under the age of 18 are prohibited from creating MagnaPass accounts, purely because minors under this age will not have access to gyms, health clubs, fitness clubs or societies.

You affirm that you are either more than 18 years of age, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In addition, you affirm that you have not been previously suspended or removed from the Services and do not have more than one MagnaPass account.

We may, in our sole discretion, refuse to offer the Services to any person or entity. We may, without notice and in our sole discretion, terminate your right to use the Services, or any portion thereof, and block or prevent your future access to and use of the Services or any portion thereof.

## 3. USAGE DATA

By using MagnaPasses Services, including the Site and/or app, you agree to let MagnaPass collect information about your usage of the application, including interactions with messages, posts, the services you offer (as a Partner), and the services purchased (as a MagnaPass free user or MagnaPass member). For example, when you send a post, or purchase a service, we attempt to

detect those interactions. You agree that we will share the fact that you took these actions with the sender of the message. You also agree to let MagnaPass collect certain types of information from and about your device. For example, if you choose to use our "Referrals" feature, you agree to let MagnaPass access the address book on your device and upload data to its servers to sync your contacts and find which of your friends are already MagnaPass users. For more information about the information we collect from you and your device and MagnaPasses privacy practices, please review our Privacy Policy.

## **4.1 USER CONTENT**

The Services on the Site and/or app consist of interactive features and areas that allow users to create, post, transmit and/or store content, including but not limited to photos, videos, text, graphics, items or other materials (collectively, "User Content"). You understand that your User Content may be viewable by others and that you have the ability to control who can access such content by adjusting your privacy settings.

You agree that you are solely responsible for your User Content and that MagnaPass is not responsible or liable for any User Content. While we are not obligated to do so, we reserve the right, and have absolute discretion, to review, screen and delete User Content at any time and for any reason. MagnaPass reserves the right to forward on non-personal information to our third party Partners in a legal and just way, for the users' benefit of using MagnaPass and its Site and/or App and improve the service offering MagnaPass provides on its Site and/or App.

You retain all ownership rights in your User Content. However, by submitting User Content to MagnaPass, you hereby grant us a nonexclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, modify, adapt, publish, create derivative works from, distribute, perform and display such User Content in connection with the Services, subject to your use of privacy settings in the Services to control who can see your User Content. As a user, under the Copyright Act 1988 and many other copyright acts worldwide, you are legally abided to not copy other users' information, plans, content or works, as the user can face legal sanctions from MagnaPass or other users under these acts which can lead to civil and/or criminal lawsuits against you, as the user.

## **4.2 USER SUBMISSIONS**

General. The Site provides certain features which enable you and other users to submit, post, and share content with other users, which may include without limitation text, graphic and pictorial works, or any other content submitted by you and other users through the Site ("User Submissions"). User Submissions are displayed for informational purposes only and are not controlled by MagnaPass. MagnaPass cannot guarantee any anonymity or confidentiality with respect to any User Submissions, and strongly recommends that you think carefully about what you upload to the Site. You understand that all User Submissions are the sole responsibility of the person from whom such User Submission originated. This means that you, and not MagnaPass, are entirely responsible for all User Submissions that you upload, post, email, transmit, or otherwise make available through the Site and/or app regardless if you are a MagnaPass free user, MagnaPass member or Partner subscriber.

**Right to Remove or Edit User Submissions.** MagnaPass makes no representations that it will publish or make available on the Site and/or app any User Submissions, and reserves the right, in its sole discretion, to refuse to allow any User Submissions on the Site, or to edit or remove any User Submission at any time with or without notice.

**License Grant by You to MagnaPass.** You retain all your ownership rights in original aspects of your User Submissions. By submitting User Submissions to MagnaPass, you hereby grant MagnaPass and its affiliates, sub-licensees, partners, designees, and assignees of the Site (collectively, the “MagnaPass Licensees”) a worldwide, non-exclusive, fully paid up, royalty free, perpetual, irrevocable, sub-licensable, and transferable license to use, reproduce (including by making mechanical reproductions), distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, and otherwise exploit your User Submissions and derivatives thereof in connection with the Site and/or app, and MagnaPasses (and its successors’) business, including, without limitation, for marketing, promoting, and redistributing part or all of the Site and/or app (and derivative works thereof), in any media formats and through any media channels now known or hereafter discovered or developed.

**User Submissions Representations and Warranties.** You are solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and warrant that: (1) you own, or have the necessary licenses, rights, consents, and permissions to use and authorize MagnaPass to use all patent, trademark, copyright, or other proprietary rights in and to your User Submissions to enable inclusion and use of your User Submissions in the manner contemplated by MagnaPass and these Terms, and to grant the rights and license set forth above, and (2) your User Submissions, Magna’s or any Magna Licensee’s use of such User Submissions pursuant to these Terms, and MagnaPasses or any of MagnaPass Licensee’s exercise of the license rights set forth above, do not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (b) cause injury to any other person; (c) violate these Terms or any applicable law or regulation; or (d) require obtaining a license from or paying fees or royalties to any third party for the exercise of any rights granted in these Terms, including, by way of example and not limitation, the payment of any royalties to any copyright owners, including any royalties to any agency, collection society, or other entity that administers such rights on behalf of others. MagnaPass may, but is not obligated to, monitor and edit or remove any activity or content, including but not limited to content that MagnaPass determines in its sole discretion to be violating the standards of this Site and/or app. MagnaPass takes no responsibility and assumes no liability for any User Submissions.

**Inaccurate or Offensive User Submissions.** You understand that when using the Site and/or app, you may be exposed to User Submissions from a variety of sources and that MagnaPass does not endorse and is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable. **YOU ACKNOWLEDGE AND AGREE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT NEITHER MAGNAPASS (NOR ANY MEMBER OF THE MAGNAPASS GROUP OF COMPANIES (WHICH INCLUDES MAGNA TECHNOLOGY GROUP LTD. (UK) AND ANY SUBSIDIARY OF SUCH ENTITY), HAS ANY**

LIABILITY TO YOU IN RESPECT OF ANY SUCH USER SUBMISSIONS.

## **5. FEEDBACK**

You agree that any feedback, suggestions, ideas or other information or materials regarding MagnaPass or the Services that you provide, whether by email or otherwise ("Feedback"), are non-confidential and shall become the sole property of MagnaPass. We will be entitled to the unrestricted use and dissemination of such Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You waive any rights you may have to the Feedback (including any copyrights or moral rights). We like hearing from users, but please do not share your ideas with us if you expect to be paid or want to continue to own or claim rights in them.

## **6. MAGNAPASS CONTENT**

Unless otherwise stated, all materials contained on or within the Services, including, but not limited to, text, graphics, images, code, illustrations, designs, icons, photographs, video clips, and written and other materials (collectively, "MagnaPass Content"), as well as their selection and arrangement, are protected by copyright, trademark, trade dress, patent, and/or other intellectual property laws, and unauthorised use of MagnaPass Content may violate such laws and these Terms. Except as expressly provided in these Terms, MagnaPass does not grant any express or implied rights to use MagnaPass Content. You agree that you will not copy, reproduce, republish, frame, download, transmit, modify, display, reverse engineer, sell, or participate in any sale of, rent, lease, loan, assign, distribute, license, sublicense, or exploit in any way, in whole or in part, MagnaPass Content, the Services or any related software, except as expressly stated in these Terms.

You are hereby granted a limited, non-exclusive, non-sub-licensable license to access and use the Services and MagnaPass Content. This license is revocable at any time. This license is subject to these Terms and does not include:

- The distribution, public performance or public display of MagnaPass Content;
- Modifying or otherwise making any derivative uses of the Services or MagnaPass Content, or any portion thereof;
- Use of any scraping, data mining, robots or similar data gathering or extraction methods;
- Downloading (other than page caching) any portion of the Services, MagnaPass Content or any information contained therein, except as expressly permitted on the Services;
- Accessing the MagnaPass API with an unauthorised or third-party client; and
- Any use of the Services or MagnaPass Content other than for their intended purposes.

Any use of the Services or MagnaPass Content other than as specifically authorised in these Terms, without the prior written permission of MagnaPass, is strictly prohibited and will terminate the license to use Magna granted in these Terms.

## 7.1. PROHIBITED ACTIVITIES

In addition to the other restrictions outlined in these Terms, you agree that you will not:

- Use the Services for any purpose that is illegal, beyond the scope of their intended use, or otherwise prohibited in these Terms;
- Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;
- Compromise the security of the Services;
- Send any unsolicited or unauthorised advertising, spam, solicitations or promotional materials;
- Use a Partner subscription and in any way bypass the MagnaPass Site and/or app to take payments with new and/or existing clients/users.
- Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Services or to extract data;
- Reverse engineer any aspect of the Services or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content or code of the Services;
- Use or attempt to use another user's account without authorisation;
- Attempt to circumvent any content filtering techniques we employ, or attempt to access areas/features of the Services that you are not authorised to access;
- Attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services without our express written consent to do so;
- Engage in any harassing, intimidating, predatory or stalking conduct;
- Impersonate any person or entity or otherwise misrepresents your affiliation with a person or entity;
- Copy others services, information, content or works through your account or others' accounts through MagnaPass or any other means through the internet. Even slightly copying others services, information, content or works through MagnaPass can lead you, as the user, being responsible for an illegal account against numerous worldwide copyright and fraud laws.
- Violate the publicity, privacy or data protection rights of others, including by taking pictures of another individual without receiving that individual's consent;
- Infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;

- Buy, sell, rent, lease, or otherwise offer in exchange for any compensation, access to your MagnaPass account.
- Develop any third-party applications that interact with User Content or the Services without our prior written consent; and
- Use the Services for any illegal or unauthorised purpose or engage in, encourage, or promote any activity that violates these Terms.
- Make unsolicited offers, advertisements, proposals, or send junk mail to users;
- Impersonate another person or access another user's account without that person's permission;
- Share MagnaPass issued passwords with any third party or encourage any other user to do so;
- Permit third parties to use any services booked under your own Premium membership or account, including other members and/ or users;
- Misrepresent the source, identity, or content of information transmitted via the Site, including deleting the copyright or other proprietary rights;
- Upload material (e.g., virus) that is damaging to computer systems or data of MagnaPass or users of the Site and/or app;
- Upload copyrighted material that is not your own or that you do not have the legal right to distribute, display, and otherwise make available to others; or
- Upload or send to Site users pornographic, threatening, embarrassing, hateful, racially or ethnically insulting, libellous, or otherwise inappropriate content.

You further agree to abide by any third party terms that apply when posting reviews of MagnaPass, including the iTunes App Store Terms of Service and/or the Android Market Terms of Service. Posting MagnaPass usernames in app store reviews is strictly prohibited and may result in the termination of your MagnaPass account.

## **7.2. PROHIBITED USES**

Those who choose to access the Site and/or app do so at their own initiative and are responsible for compliance with all applicable laws

As a condition of your use of the Site and/or app, you will not use the Site and/or app for any purpose that is unlawful or prohibited by these Terms. You may not use the Site and/or app in any manner that, in our sole discretion, could damage, disable, overburden, or impair it or interfere with any other party's use and enjoyment of the Site and/or app. You may not attempt to gain unauthorised access to the Site and/or app, or any part of the Site and/or app, other accounts, computer systems or networks connected to the Site and/or app, or any part of them, through hacking, password mining, or any other means or interfere or attempt to interfere with the proper

working of the Site and/or app or any activities conducted on the Site and/or app. You may not remove, circumvent, disable, damage or otherwise interfere with security related features of the Site and/or app, any features that prevent or restrict use or copying of any content accessible through the Site and/or app, or any features that enforce limitations on the use of the Site and/or app or the content therein. You agree not to make duplicate accounts on the Site and/or app to take advantage of any offers MagnaPass or its Partners and/or Members are offering through the MagnaPass Site and/or App. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site and/or app. You agree neither to modify the Site and/or app neither in any manner or form, nor to use modified versions of the Site and/or app, including (without limitation) for the purpose of obtaining unauthorised access to the Site and/or app.

The Site and/or app may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site and/or app for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site and/or app.

You must be 18 years of age or older to use this Site and/or app or to purchase a MagnaPass Premium membership and use MagnaPass under any circumstance.

## **8.1. MAGNAPASS FREE USERS**

MagnaPass users can receive unlimited access to services offered by any Partners on the MagnaPass platform. This can be to book and pay for any class, session, day pass or any other service offered by Partners. Any bookings for services made under MagnaPass cannot be transferred or gifted to third parties, including other MagnaPass users, unless the service specifically allows that (i.e. a GiftPass). MagnaPass makes no guarantee on the availability of classes, sessions, and/or passes as access to classes, sessions, and/or passes is on a space-available basis advertised by the Partner. As a MagnaPass user, you have the right to cancel your account and re-open at any time without charge.

## **8.2. MAGNAPASS PREMIUM**

MagnaPass Premium members receive a set amount of classes and experiences per chosen Premium pack (“Eligible Classes”, “Eligible Sessions” and/or “Eligible Passes”) to be used to visit any event, use any discount, and use any expert services of their choice available on our platform which is eligible under the MagnaPass Premium membership, provided that no more than three classes may be taken under our service with each individual expert during each membership cycle. Please note that if a Partner is part of a singularly branded group or business (a “Partner”), then no more than five classes may be taken under our service at that Partner during each membership cycle. Members cannot transfer or gift experiences to third parties, including other MagnaPass users. MagnaPass reserves the right to increase or decrease from time to time in its sole discretion the number of Eligible Experiences, Classes, Eligible Sessions and/or Eligible Passes a member can take in a given membership cycle (such as pursuant to certain promotions that we may offer from time to time). MagnaPass makes no guarantee on the availability of experiences, classes, sessions, and/or passes as access to classes, sessions, and/or passes is on a space-available basis. The MagnaPass Premium membership only includes the service offered by the Partners and other fees for other services or

the use of amenities or facilities may be charged on top of the original MagnaPass Premium membership.

### 8.3. MAGNAPASS PARTNERS

**Partners and Free Users:** Partner Users are able to advertise, supply and sell any class, session, day pass or any other service suitable to MagnaPass to be used by MagnaPass users. Users using MagnaPass for free to book services are able to book any class, session, pass or any other suitable service at any time on an unlimited basis.

**Partners and MagnaPass Premium Memberships:** Partners are also able to advertise spaces for MagnaPass Premium members for the use of that particular service. Under the MagnaPass Premium membership, no more than three experiences may be taken under our service with each individual expert during each MagnaPass Premium membership cycle. Please note that if a Partner is part of a singularly branded group or business (a “Partner” or “Location”), then no more than five classes may be taken under our service at that Partner during each MagnaPass Premium membership cycle.

**Partners Using MagnaPass:** Bookings and payments shall not be taken with the intention of bypassing the MagnaPass system; any payments taken for bookings for Partners outside of MagnaPass is strictly prohibited and can lead to termination of your MagnaPass account and Partner subscription. MagnaPass will then have the right to pursue any losses occurred during those transactions. If you fail to provide such services at the given appointments, free users are entitled to a full refund for the amount the user paid for the session, class, day pass or any other service purchased; you may also be charged a no-show fee of £10 under these circumstances.

**Showcasing Partners Services with MagnaPass:** Under any Partner subscription, Partners and locations under that Partner are allowed to fully advertise sessions, classes, day passes, other services and Partner specific promotions across any platform, including the use of MagnaPasses referral feature; any false advertisement of any service or promotion is prohibited and MagnaPass has the right to remove any false advertisement at any time without the discretion of the Partner. MagnaPass, with the agreement of each individual Partner, can showcase classes that can be redeemed by a MagnaPass reward. As a Partner, you must explicitly state which classes, sessions, or any other services that you do not want to participate in being redeemed for MagnaPass rewards. MagnaPass encourages Partner users to allow the full service offering of any Partner on MagnaPasses site and app to ensure users have access to the full range of services Partner users offer. MagnaPass also has entitlement to use images from Partners’ social media accounts if no image, or a sub-quality image is posted deemed by the MagnaPass Community.

**Partners Responsibilities on MagnaPass:** MagnaPass acts as a Partners agent under English law, and is in no way in control of the services provided by Partner users; MagnaPass just receives commissions based on the type of subscription and services purchased by Users through the MagnaPass platform. Each Partner is responsible for their own company number, insurance, necessary qualifications, finances, taxes (including VAT), pricing and level of services offered through

MagnaPass. MagnaPass allows for a vetting process to take place to ensure the quality of services offered through the platform, but are in no way liable or responsible for the Partners actions during any session, class, day-pass or any other service that was booked, purchased and/or used through MagnaPasses Service, Site and/or app.

By continuing the registration process and in any way using MagnaPass as a Partner, you confirm that all of the information that you provide to MagnaPass is correct including the business' tax situation. By providing this information you, on behalf of the Partner, expressly consent for MagnaPass, where required, to issue tax compliant invoices on behalf of the business for services provided by your business through the MagnaPass platform. By using MagnaPass, you understand and accept that by providing a VAT number, MagnaPass will automatically treat the business as a VAT registered business. MagnaPass accepts no liability for incorrect information provided by you, or anyone acting on behalf of the Partner, including but not limited to information in relation to VAT identification numbers and whether or not a small business regime applies.

**Receiving Payments Through MagnaPass:** All Partner accounts using MagnaPass adhere to, agree with and accept the charges per transaction set by MagnaPass. The charge per transaction rate is currently set at 15% + 20p transaction fee. Under no circumstances can this be circumvented. Special allowances may be made by MagnaPass, totally under MagnaPasses discretion based on MagnaPasses quota. To receive payment through our platform, each Partner must consent to the use of a Stripe account, MagnaPasses accredited partners, to process the Partner payments. Through this terms of use, Partners consent to MagnaPass setting up a corresponding Stripe account for the Partners to be paid in full after the appropriate fees within 7 (seven) days. MagnaPass has no access to the Partners' designated Stripe account, and cannot withdraw, or take any information from the Partners' Stripe account. MagnaPass can in no way be responsible for, including but not limited to, any mistreatment of information, force majeure, incorrect payments or any business losses through any created, existing or future accounts set up with Stripe or its affiliated parties and any payment system being used with MagnaPass.

**MagnaPass and Stripe Payment Processing Services:**

Payment processing services for [the account holder term, e.g. drivers or sellers (Partners)] on MagnaPass are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to [these terms or continuing to operate as a Partner on MagnaPass, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of MagnaPass enabling payment processing services through Stripe, you agree to provide MagnaPass accurate and complete information about you and your business, and you authorise MagnaPass to share it and transaction information related to your use of the payment processing services provided by Stripe.

**Room Bookings:**

MagnaPass have access to a number of studio rooms and facilities that can be leased by Partners (regardless if they're in a Partner subscription) for room bookings for classes. This can be for the use of Corporate bookings and/or classes that are hosted on the MagnaPass Site and App. Room bookings will be set at a rate that is the current rate for that room/facility by MagnaPass, as

MagnaPass get beneficial rates for rooms they have access to. When a Partner books a room held by MagnaPass, MagnaPass hold no liability for any injury, loss, claim, damage, or any special, exemplary, punitive, incidental or consequential damages of any kind. MagnaPass also pass all liability for the state of the room to the Partner booking the room, including but not limited to, damages, loss of personal items, force majeure, equipment loss, or any consequential damage to the room. You will also be liable for any additional fees, costs or damage costs continuing from the MagnaPass room fee if and when applicable. If a Partner wishes to sell a room to other Partners through MagnaPass, MagnaPass are entitled to a 25% success fee on the rates of the rooms, to be processed via the MagnaPass Site and/or App, or via the MagnaPass support team.

**MagnaPass Premium No-Show Fees:**

MagnaPass have the right to withdraw a no-show fee if a Premium member books on to an experience, and does not show for the experience (as recorded using the MagnaPass site and/or app, as well as MagnaPass staff members); MagnaPass can charge £5 for every no-show fee recorded. This fee will be taken on the next Premium membership billing cycle. If the Premium member cancels their membership before the billing cycle, the Premium member will then pay a cancellation fee, which will be taken upon cancellation.

#### **8.4. MAGNAPASS CORPORATE PACKAGES**

MagnaPass Corporate Package members receive a set amount of sessions, workshops and/or content that is agreed in separate service agreements with each individual company and/or corporate entity. The client (company and/or corporate entity) must agree with terms and conditions set in the service agreement, and must provide their own insurance for their site. It is the Partners' responsibility to provide their own insurance, as MagnaPass and Magna Technology Group Ltd. will never be liable for any injury, loss, claim, damage or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of, or is any way connected with a user's attendance or participation in a class, service or appointment made through the Site and/or app, or the performance or non-performance of any provider in connection with the services.

#### **9. MAGNAPASS PREMIUM MEMBERSHIP AND PARTNER SUBSCRIPTION CYCLE**

Your MagnaPass Premium membership or Partner subscription starts on the date that you sign up and submit payment via a valid Payment Method (as defined below). You may receive free trial periods attached with MagnaPass promotions at the discretion of MagnaPass, and can be redeemable on the terms and conditions of each promotion. Each membership cycle is one month in length, and will, subject to your Premium membership being cancelled (by you), or terminated (by us) in accordance with these Terms, automatically renew at the end of each membership cycle. For example, if you purchase your MagnaPass Premium membership on January 5, your membership will automatically renew on February 5 (see "Partner Subscription and MagnaPass Billing" below). Once your new Premium membership cycle starts, you will have access to your Eligible Classes, Eligible Sessions and/or Eligible Passes for such new membership cycle.

You must provide us with a current, valid, accepted method of payment (as such may be updated from time to time, "Payment Method") to use MagnaPass. We automatically will bill the monthly membership fee to your Payment Method each membership cycle until your membership is cancelled or terminated.

## **10. PARTNER SUBSCRIPTION AND MAGNAPASS PREMIUM BILLING**

Please note, this clause is for Partner subscribers and MagnaPass Premium members, not for users accessing MagnaPass for free.

**Recurring Billing:** By starting your Partner subscription or MagnaPass subscription, you authorise us to charge you a monthly subscription fee at the then current rate which is agreed upon signing up to the given subscription. Increases in the current rate will be notified to you by e-mail or other notice (such as when you log into your account).

**Billing Cycle:** When you sign up and purchase your MagnaPass Premium membership, your first membership cycle will be billed immediately unless under promotion or free trial period. When signing up for a Partner subscription your first subscription will be taken immediately unless under promotion or free trial period. Your Premium membership/subscription will auto-renew on the same date each month (being the date on which you signed up), provided that, where such date does not exist in particular renewal month, your membership will be deemed to auto-renew on the day immediately following the date of expiry of your current membership cycle. For example, if you signed up on March 31st, your next auto-renew date will be May 1st, and payment will be taken using your Payment Method on (or as soon as practically possible) after that date. All membership/subscription auto-renews will continue to take place on the new auto-renew date (i.e., in this example, the 1st of each month). Payment will be taken on the effective date of your auto-renew (a "Renewal Date"), provided that, if we are unable for any reason to take payment on a Renewal Date, we will take payment as soon as practically possible thereafter.

**Refunds:** UNLESS EXPRESSLY STATED TO THE CONTRARY HEREIN, OR AS PROVIDED BY APPLICABLE LAW, PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED PERIODS ON MAGNAPASS PREMIUM MEMBERSHIPS AND PARTNER SUBSCRIPTIONS. Following your cancellation of your membership/subscription however, you will continue to have access to the service through to the end of your paid for membership/subscription cycle. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our Members or Partners. MagnaPass users purchasing services not on the MagnaPass Premium membership may cancel or reschedule within 12 hours of the service being used without receiving a charge. MagnaPass are not responsible for the time changes or cancellation of your bookings. Cancellation of the particular service (a class, session, day pass or any other service) must be completed on the MagnaPass site and/or app to allow notice for both User and Partner. If you cancel within 12 hours of the purchased service starting, you will be charged a £5 cancellation fee and may be liable for the full service amount dependant on Partner terms. If you fail to show for a service that you have booked, you will be charged in full for the session you have booked.

**Payment Methods:** You may edit your Payment Method information by logging into your MagnaPass account and changing under "Settings", or by simply emailing [support@magnapass.co.uk](mailto:support@magnapass.co.uk) with your

request. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not edit your Payment Method information, and provided that you have not cancelled your account in accordance with these Terms (see, "Cancellation" below), you remain responsible for any uncollected amounts which MagnaPass will enforce under English law.

**Cancellation (outside of initial 14 day MagnaPass Premium membership or 30-day Partner subscription period):** You may terminate your membership at any time with at least 7 days' prior notice ahead of a Renewal Date, by emailing us at [support@magnapass.co.uk](mailto:support@magnapass.co.uk). For example, if your next Renewal Date is October 30th, you need to cancel by October 23rd in order to avoid being charged for the next membership cycle. Note that if you do terminate your membership/subscription, there is no reactivation fee if you want to return to MagnaPass or as a Business in future months. If you have purchased a membership/subscription under a non-rolling contract (i.e. a 6-month contract), you will be liable for the remaining amount owed on the contract if you cancel after any gracing period offered by MagnaPass.

**MagnaPass Premium Membership Hold:** In lieu of cancellation, we also give you the option to put your full membership on hold at any time, subject to a reduced fee of £5 per month. Please notify [support@magnapass.co.uk](mailto:support@magnapass.co.uk) at least 7 days prior to your next Renewal Date if you want to put your full membership on hold. (i.e., if your next Renewal Date is October 30th, notify MagnaPass that you want to put your full membership on hold by October 23rd.) Even though your membership will be on hold, your account is left active and functioning and you will still be able to book one (1) class, session or pass during each membership cycle that your full membership is on hold. There is no reactivation fee to return to a full membership. Please just email us at [support@magnapass.co.uk](mailto:support@magnapass.co.uk) at least 7 days prior to your next Renewal Date if you want to reactivate your full MagnaPass Premium membership. If your full MagnaPass Premium membership is on hold and you wish to cancel your MagnaPass Premium membership, you may cancel at any time in accordance with the "Cancellation" terms above.

**Partner Subscription Hold:** In lieu of cancellation, we also give you the option to put your full subscription on hold at any time, subject to a reduced fees of 25% of your monthly subscription fee. Please notify [support@magnapass.co.uk](mailto:support@magnapass.co.uk) at least 7 days prior to your next Renewal Date if you want to put your full subscription on hold. (i.e., if your next Renewal Date is October 30th, notify MagnaPass that you want to put your full subscription on hold by October 23rd.) Even though your membership will be on hold, your account is left active and functioning but you may not be able to take bookings and payments for any class, session or pass during the time period that your full subscription is on hold. There is no reactivation fee to return to a full subscription. Please just email us at [support@magnapass.co.uk](mailto:support@magnapass.co.uk) if you want to reactivate your full Partner subscription. If your full Business subscription is on hold and you wish to cancel your Partner subscription, you may cancel at any time in accordance with the "Cancellation" terms above.

## 11. FORCE MAJEURE

No party will be liable for delays in processing or other non-performance caused by such force majeure events as fires, telecommunications or internet failures, utility failures, power failures, equipment failures, employment strife, riots, war, terrorist attack, non-performance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control,

except that nothing in this section will affect or excuse your liabilities and obligations in this agreement, including without limitation for refunds, charges, fines, fees, or unfulfilled products and services. MagnaPass cannot be held liable or responsible for any business losses in the case of any force majeure.

## **12. RIGHT TO CANCEL INITIAL PURCHASE**

You have the right to cancel your MagnaPass Premium Membership contract within 14 days of your initial sign-up without giving any reason. Business subscriptions can also be cancelled within 30 days of your initial sign-up without giving any reason.

The cancellation period of the MagnaPass Premium Membership will expire after 14 days from the day of the conclusion of the contract. The cancellation period of the Business subscriptions will expire after 30 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform us either at your option, by e-mail or through the site or app via Settings.

Our email address for cancellations is: [support@magnapass.co.uk](mailto:support@magnapass.co.uk).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

If you cancel this contract within the cancellation period of the specific contract, we will reimburse to you all payments received from you unless you have requested to begin your Premium membership during the cancellation period.

We will make the reimbursement without undue delay, and not later than 30 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction; in any event, you will not incur any fees as a result of the reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount that is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

## **13. ACCOUNT SECURITY**

After opening a MagnaPass account, you accept all responsibility for any activity that occurs while logged into your account. You are responsible for making sure that you keep your password secure and safe and maintaining confidentiality of your account and password for restricting access to your account. You agree that you will not share your password with others or do anything that might jeopardise the security of your account. You agree to accept all responsibility for all activities that occur under your account.

When you first create a MagnaPass account, we ask for your mobile number or email in order to verify your account. Please be aware that your carrier's text messaging fees apply for mobile number verification.

## **14. MODIFICATIONS TO THE SERVICE**

We reserve the right to modify or discontinue, temporarily or permanently, the Services or any features or portions thereof without prior notice. You agree that we will not be liable for any modification, suspension or discontinuance of the Services or any part thereof.

## **15. TERMINATION BY MAGNAPASS**

You agree that MagnaPass, in its sole discretion and for any or no reason, may terminate any account, any free user, MagnaPass Premium Membership and/or Partner subscription (or any part thereof) you may have with MagnaPass or use of the Site and/or app and remove and discard all or any part of your account or any content uploaded by you, at any time. MagnaPass may also in its sole discretion and at any time discontinue providing access to the Site and/or app, or any part thereof, with or without notice. You agree that any termination of your access to the Site and/or app or any account you may have or portion thereof may be effected without prior notice, and you agree that MagnaPass will not be liable to you or any third party for any such termination, provided that, if MagnaPass terminates your account other than due to breach by you of these Terms, MagnaPass shall refund a pro-rata proportion of the fee paid for the Premium membership cycle in which such termination takes effect. MagnaPass does not permit copyright infringing activities on the Site and/or app and reserves the right to terminate access to the Site and/or app and remove all content submitted by any persons who are found to be repeat infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Site and/or app may be referred to appropriate law enforcement bodies. These remedies are in addition to any other remedies that MagnaPass may have at law.

## **16. COPYRIGHT POLICY**

MagnaPass respects the intellectual property rights of others. In accordance with the Digital Millennium Copyright Act ("DMCA"), the Copyright Act 1988 and other applicable laws, we have adopted a policy of, upon notice, restricting access to or deleting content that infringes a third party's copyright and, in appropriate circumstances and in our sole discretion, terminating account holders or other users of the Services who are deemed to be repeat infringers of a third party's copyrighted work.

If you believe that anything on the Services infringes any copyright that you own or control, you may file a notice of such infringement, in compliance with the requirements of the Copyright Act 1988 and other applicable laws to: [support@magnapass.co.uk](mailto:support@magnapass.co.uk)

## **17. DISCLAIMER**

SESSIONS, CLASSES, ACTIVITIES, AND ANY OTHER SERVICES OFFERED VIA THE SITE AND/OR APP ARE OFFERED AND PROVIDED BY THIRD PARTIES, NOT MAGNAPASS. YOU AGREE THAT ATTENDANCE AT OR USE OF ANY SUCH CLASSES, ACTIVITIES, OR OTHER SERVICES IS SOLELY AT YOUR OWN RISK. IN NO EVENT SHALL MAGNAPASS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE OR ANY SPECIAL,

EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISES OUT OF OR IS ANY WAY CONNECTED WITH A USER'S ATTENDANCE OR PARTICIPATION IN A CLASS, SERVICE OR APPOINTMENT MADE THROUGH THE SITE OR APP, OR THE PERFORMANCE OR NON-PERFORMANCE OF ANY PROVIDER IN CONNECTION WITH THE SERVICES. YOU HEREBY AGREE, BY USING MAGNAPASSES SERVICE, THAT YOU HAVE READ, UNDERSTOOD AND AGREE ALL THIRD PARTY WAIVERS, TERMS AND CONDITIONS, DISCLAIMERS AND LIABILITIES BEFORE UNDERTAKING ANY SERVICE WITH A MAGNAPASS PARTNER, OR ANY SERVICE HOSTED ON THE MAGNAPASS SERVICE. MAGNAPASS CONDUCTS SUFFICIENT VETTING CHECKS ON EACH EXPERT TO ENSURE A QUALITY SERVICE, BUT IS NOT LIABLE FOR ANY DAMAGES OCCURRED UNDER THE GUIDANCE OF EXPERTS, BUSINESSES AND/OR FACILITIES YOU BOOK WITH. MAGNAPASS PROVIDES ACCESS TO PARTNERS' SERVICES. MAGNAPASS IS NOT OTHERWISE CONNECTED TO, EMPLOYED OR EMPLOYING, OR INFLUENCING IN ANY WAY ANY PROVIDER WITH WHICH A USER HAS MADE A RESERVATION, BOOKING OR THE PURCHASING OF SERVICES. WITHOUT LIMITING ANYTHING HEREIN, MAGNAPASS DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, HEALTH, AND FITNESS FOR A PARTICULAR PURPOSE, RELATED TO ANY CLASSES, ACTIVITIES, OR OTHER SERVICES OFFERED BY PARTNERS VIA THE SITE.

UNLESS OTHERWISE EXPRESSLY STATED BY MAGNAPASS, THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MAGNAPASS, ITS SUPPLIERS AND PARTNERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

UNLESS OTHERWISE EXPRESSLY STATED BY MAGNAPASS, MAGNAPASS, ITS SUPPLIERS AND PARTNERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE AND/OR APP WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (2) REGARDING THE USE OF THE SITE AND ANY DOWNLOADABLE SOFTWARE, CONTENT, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL OR DATA.

## **18. WAIVER**

A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of any party at any time to require performance of any provision of these Terms will in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of these Terms will not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.

## **19. THIRD-PARTY WAIVERS**

By using the MagnaPass service as either a Member, Partner or Guest, you hereby agree that you have read, understood and agreed to any third-party liability waivers and terms and conditions held by a MagnaPass Partners, employees, third-party Partners, agents and suppliers. In no event shall a MagnaPass Partner, employee, third-party Partner, agent or supplier be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arises out of or is in any way connected with a MagnaPass user's attendance or participation in a service, class, appointment or other service made through the MagnaPass Site and/or app, under such waivers, terms and conditions. MagnaPass also reserve the right to share information held on the MagnaPass database, Site and/or app, with Partners at MagnaPasses discretion.

## **20. ELIGIBILITY; REGISTRATION INFORMATION; SITE ACCESS**

THE SITE IS NOT INTENDED FOR USE BY PERSONS OUTSIDE THE UNITED KINGDOM OR TO ANY USERS SUSPENDED OR REMOVED FROM THE SITE BY MAGNAPASS. BY USING THE SITE, YOU REPRESENT THAT YOU ARE A UNITED KINGDOM RESIDENT WHO HAS NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE SITE.

Applicable only to corporate accounts authorised by us: If you are using or opening an account on the site and/or app on behalf of a company, entity, or organisation (a "Subscribing Organisation"), then you represent and warrant that you are an authorised representative of that Subscribing Organisation with the authority to bind such organisation to these Terms.

You agree that the information you provide to MagnaPass on registration and at all other times will be true, accurate, current, and complete. You also agree that you will ensure that this information is kept accurate and up-to-date at all times.

## **21. PRIVACY**

Your privacy is of great importance to MagnaPass. The MagnaPass Privacy Policy is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to MagnaPasses collection, use, and disclosure of your personal information.

## **22. INTERNATIONAL USERS**

The Services are hosted in the United Kingdom and are intended for users within the United Kingdom. If you are a user accessing the Services from the United States, North America, Asia, or any

other region with laws or regulations governing personal data collection, use, and disclosure, that differ from United Kingdom's laws, please be advised that through your continued use of the Services, which are governed by Her Majesty's UK law, you are transferring your personal information to the United Kingdom and you consent to that transfer.

International users may be liable for extra charges upon purchasing services as a free user, purchasing MagnaPass Premium memberships and/or purchasing Magna Partner subscriptions. There will be an extra 2% charge on non EEA credit cards and/or debit cards (cards which are non-European and/or outside of the European Union and United Kingdom) used on MagnaPasses platform, or using any service relating to MagnaPass.

### **23. OWNERSHIP; PROPRIETARY RIGHTS**

The Site and app is owned and operated by MagnaPass and Magna Technology Group Ltd. group of companies. The visual interfaces, graphics, design, compilation, information, computer code, products, software (including any downloadable software), services, and all other elements of the Site and app provided by MagnaPass ("Materials") are protected by local copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Except for any content uploaded by you, all Materials contained on the Site and app is the copyrighted property of MagnaPass or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names used by us on the Site are proprietary to MagnaPass or its affiliates and/or third-party licensors. Except as expressly authorised by MagnaPass, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorised use of the Materials.

### **24. THIRD-PARTY SITES, PRODUCTS AND SERVICES; LINKS**

The Site and/or app may include links to other web sites or services ("Linked Sites") solely as a convenience to users. MagnaPass does not endorse any such Linked Sites or the information, material, products, or services contained on other linked sites or accessible through other Linked Sites. MagnaPass reserves the right to forward on non-personal information to our third party Partners in a legal and just way, for the benefit of using MagnaPass and its Site and/or App. Furthermore, MagnaPass makes no express or implied warranties with regard to the information, material, products, or services that are contained on or accessible through linked sites. ACCESS AND USE OF LINKED SITES, INCLUDING THE INFORMATION, MATERIAL, PRODUCTS, AND SERVICES ON LINKED SITES OR AVAILABLE THROUGH LINKED SITES, IS SOLELY AT YOUR OWN RISK.

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Site and/or app are solely between you and such advertiser. YOU AGREE THAT MAGNAPASS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT OF ANY SUCH DEALINGS OR AS THE RESULT OF THE PRESENCE OF SUCH ADVERTISERS ON THE SITE.

## 25. DISPUTES

**General:** Generally, if a dispute arises between MagnaPass and you, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and MagnaPass agree that the parties will resolve any claim or controversy at law or equity that arises out of this Agreement or the Site (a "Claim") in accordance with one of the subsections below or as you and we otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

**Indemnification:** By agreeing to these Terms you agree to indemnify, defend and hold harmless MagnaPass, our managing members, shareholders, employees, affiliates, licensors and suppliers (the "MagnaPass Parties") from and against any and all complaints, charges, claims, damages, losses, costs, liabilities, and expenses (including attorneys' fees) due to, arising out of, or relating in any way to (a) your use of the Services; (b) any User Content you post, upload, use, distribute, store or otherwise transmit through the Services; (c) your violation of these Terms; or (d) your violation of the rights of another.

Except where prohibited by law, in no event will MagnaPass or the MagnaPass Parties be liable for any indirect, special, punitive, incidental, exemplary or consequential damages that result from (a) the use of, or inability to use, the Services; (b) the provision of the Services or any materials available therein; or (c) the conduct of other users of the Services, even if MagnaPass has been advised of the possibility of such damages. You assume total responsibility for your use of the Services. Your only remedy against MagnaPass for dissatisfaction with the Services or any content is to stop using the Services. If, notwithstanding these Terms, MagnaPass is found liable to you for any damage or loss which arises out of or is in any way connected with your use of the Services or any content, MagnaPasses liability shall in no event exceed £1.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

**Arbitration:** PLEASE READ THE FOLLOWING PARAGRAPH CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH MAGNAPASS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

You and MagnaPass agree to arbitrate any dispute arising from these Terms or your use of the Services, except that you and MagnaPass are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and MagnaPass agree (a) that any arbitration will occur in the United Kingdom; (b) that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and (c) that the state or federal courts of the United Kingdom

have exclusive jurisdiction over any appeals of an arbitration award and over any suit, if any, between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND MAGNA WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION OR REPRESENTATIVE ACTION OR PROCEEDING.

**Forum and Venue:** A lawsuit, if any, by you or MagnaPass against the other will occur in state or federal court in The United Kingdom. You and MagnaPass agree that the jurisdiction and venue of these courts is exclusive.

## **26. APPLICABLE LAW**

Any dispute between you and MagnaPass will be governed by these Terms and the laws of the United Kingdom and applicable worldwide laws, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

## **27. SEVERABILITY**

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## **28. ADDITIONAL TERMS**

When using the Site, you will be subject to any additional posted guidelines or rules applicable to specific products, services, or features which may be posted from time to time (the "FAQs"). All such FAQs are hereby incorporated by reference into these Terms.

## **29. NOTICE**

Notices, notifications and promotional offers that we believe that will be of interest to you will be sent to you at the email address that you provided to MagnaPass during the registration process. User Notices may be sent to us at the email address: support@magnapass.co.uk. Notice will be deemed given 24 hours after email is sent, unless the sender receives an automatic, electronic notification that such notice was not successfully received. Without prejudice to the foregoing, we may serve you legal notice by post to the address provided during the registration process. In such case, notice will be deemed given three days after the date of posting.

## **30. LIMITATION OF LIABILITY AND DAMAGES**

Nothing in these terms (including BUT NOT LIMITED TO THE "DISCLAIMERS" ABOVE AND LIMITATIONS OF LIABILITY BELOW) is intended to exclude or limit any liability that we may have to you by operation of applicable law. This includes liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation. It is acknowledged however, that we accept no liability for THE NEGLIGENCE OF THIRD PARTIES, INCLUDING ANY STUDIO, BUSINESS

AND/OR EXPERT WHERE YOU HAVE PURCHASED SERVICES THROUGH OUR PLATFORM, OR REDEEMED ELIGIBLE CLASSES, ELIGIBLE SESSIONS, ELIGIBLE PASSERS OR ANY OTHER ELIGIBLE SERVICES WITH A MAGNAPASS. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL MAGNAPASS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO THE USE OF THE SITE, INCLUDING THOSE THAT RESULT FROM THE USE OR THE INABILITY TO USE THE MATERIALS ON THE SITE, OR ANY OTHER INTERACTIONS WITH MAGNAPASS, EVEN IF MAGNA OR A MAGNAPASS AUTHORISED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, MAGNAPASSES LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

BY USING OUR SERVICE, YOU ALSO HEREBY AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO ANY AND ALL THIRD PARTY LIABILITY WAIVERS AND TERMS AND CONDITIONS THAT OUR PARTNERS, CONTRACTORS, SUPPLIERS, EMPLOYEES, AGENTS OR THIRD-PARTY PARTNERS SUPPLY.

### **31. MISCELLANEOUS**

Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

Entire Agreement. This (including the documents referred to herein), is the entire agreement between you and MagnaPass relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change to these Terms or Guidelines made by MagnaPass as set forth in the Preamble to these Terms.

Disclosures. The services hereunder are offered by Magna Technology Group Ltd., a limited liability company incorporated and registered in England and Wales with company number 08681905, whose headquarters are located at: OGS Works, Old Granada Studios, 2 Atherton Street, Manchester, M3 3GS.

### **32. COMPLETE AGREEMENT**

These Terms supersede all prior understandings regarding the same and represent the complete agreement between you and MagnaPass.

### **33. QUESTIONS AND COMMENTS**

MagnaPass welcomes comments, questions, concerns, or suggestions. Please send feedback to us by email to [support@magnapass.co.uk](mailto:support@magnapass.co.uk). If you provide MagnaPass with any comments, bug reports, feedback, or modifications proposed or suggested by you to the Site and/or app (“Comments”), MagnaPass shall have the right to use such Comments at its discretion, including, but not limited to the incorporation of such suggested changes into the Site and/or app. You hereby grant MagnaPass a perpetual, irrevocable, nonexclusive license under all rights necessary to incorporate and use your Feedback and Comments for any purpose.