



INSIGNIA

The Insignia Platinum Consumer
Lifestyle Management Services
Terms and Conditions

INSIGNIA LIFESTYLE BOUTIQUE LIMITED PRIVACY POLICY



IMPORTANT INFORMATION AND WHO WE ARE

Your personal information will be collected and processed by Insignia Lifestyle Boutique Limited, registration number 4361276, with postal address at Portland House, Bressenden Place, London SW1E 5RS.

We are part of a family of companies known as The Insignia Group of Companies. More information on us and the Group can be found in our full Privacy Notice at <https://www.insignia.com/privacy-notice/>, or at www.insignia.com.

THE DATA WE COLLECT ABOUT YOU

Personal data, or personal information, means any information about an individual from which that person can be identified. We may collect, use, store and transfer different kinds of personal data about you which we have grouped together in categories such as Identity, Financial and Conduct data. You can find further details about these categories in our full Privacy Notice.

HOW IS YOUR PERSONAL DATA COLLECTED?

We will collect personal information about you from a number of sources including:

- information given to us on application forms, in letters and emails, over the phone or through the device you use.
- from analysis of how you operate our products and services, including the frequency, nature, location, origin and recipients of any payments.
- from, or through, other organisations (for example other entities within the Insignia Group of Companies, retailers, social media and public information sources such as Companies House).
- in certain circumstances we may also process special categories of your data (e.g. medical data) but we will only do this where allowed by law or if you give your consent.

For more information about how your personal information is collected, see our full Privacy Notice.

HOW WE USE YOUR PERSONAL INFORMATION

We will use your personal information:

- to provide products and services, manage your relationship with us and comply with any laws or regulations we are subject to (for example the laws that prevent financial crime or the regulatory requirements governing the services we offer).
- for other purposes including improving our services, exercising our rights in relation to agreements and contracts and identifying products and services that may be of interest.

To support us with the above we analyse information we know about you and how you use our products and services. We do not use your data to make any automated decisions about you. You can find out more about how we use your information, and in what circumstances you can ask us to stop, in our full Privacy Notice.

WHO WE SHARE YOUR PERSONAL INFORMATION WITH

Your personal information will be shared within the Insignia Group of Companies and other companies that provide services to you or us, so that we and any other companies

in the Group can look after your relationship with us. By sharing this information it enables us to run accounts and policies, and provide services efficiently. This processing may include activities which take place outside of the European Economic Area, whose laws may not provide the same level of data protection. If this is the case we will ensure appropriate safeguards are in place to protect your personal information. You can find out more about how we share your information in our full Privacy Notice.

DO YOU HAVE TO GIVE US YOUR PERSONAL INFORMATION?

We may be required by law, or as a consequence of any contractual relationship we have, to collect certain personal information. If you fail to provide this information to us it may prevent or delay us fulfilling these obligations or performing services.

WHAT RIGHTS YOU HAVE OVER YOUR PERSONAL INFORMATION

The law gives you a number of rights in relation to your personal information including:

- To request access to your personal data
- To request correction of your personal data
- To request erasure of your personal data
- To object to processing of your personal data
- To request restriction of processing your personal data
- To request transfer of your personal data
- To withdraw consent

You can find out more about these rights and how you can exercise them in our full Privacy Notice.

HOW LONG WE KEEP YOUR INFORMATION FOR

We will keep your information for as long as you are a customer of the Insignia Group of Companies. After you stop being a customer, we may keep your data for a reasonable time (pursuant to applicable laws and regulations). You can find out more about our retention policy in our full Privacy Notice.

OUR FULL DATA PRIVACY POLICY

It is important that you understand how the personal information you give us will be used. Therefore, we strongly advise that you read our full Privacy Notice.

IF YOU WOULD LIKE TO CONTACT US OR EXERCISE ANY OF YOUR RIGHTS

If you have any questions, require more information about how we use your personal information, or wish to exercise any of your rights, please contact our Data Protection Officer on DPO@insignia.com.

You have the right to make a complaint at any time to the Information Commissioner's Office, which you can do so on their website (www.ico.org.uk).

LIFESTYLE MANAGEMENT SERVICES TERMS & CONDITIONS



1. INTRODUCTION & SERVICE PROVIDER

The lifestyle management services described herein below (hereinafter referred to as the "Services") are available to the Member, subject to these terms and conditions (the "Terms") and Applicable Law. The Services are being provided by Insignia Lifestyle Boutique Limited, company number 04361276, whose registered office is at 78 York Street, London W1H 1DP ("LSB" or "we", "us").

2. DEFINITIONS

Unless otherwise specified or otherwise defined herein, capitalised terms used in these Terms shall have the following meanings. Applicable Law: means any law, treaty, statute, order, ordinance, code, rule or regulation of any competent governmental authority applicable to the performance of any Services.

Card: means an electronic payment card entitled 'Insignia Platinum Consumer Card' issued to the Member, which allows the Member to access and operate the associated card account.

Costs: means the amounts of any costs, expenses, charges, commissions and fees (including, without limitation, the price of the Products, service charges, cancellation fees, surcharges, delivery and shipping costs, customs duties, taxes, bank commissions and currency conversion costs) as may be incurred or levied by LSB in the course of the Services' provision.

Force Majeure Events: has the meaning given to it in clause 7.

Member: means the person who is a holder of a Card and who has accepted and agreed to be bound by these Terms.

Membership: means the right to use the Services and receive any other benefits provided for by the Terms.

Products: means any goods, services and other deliverables purchased from/arranged through the Suppliers by LSB (or its agents) on the Member's behalf.

Request: means a request made by the Member or the Supplementary Member to LSB for the provision of Services.

Services: means the concierge and lifestyle management services provided by LSB to the Member, including the purchase/arrangement of the Products on the Member's behalf.

Supplementary Member: means a third party whose transactions are charged to the account of the Member.

Supplier: means any supplier, service provider, seller or reseller engaged by LSB (or its agents) on behalf of the Member, in the capacity of the Member's agent, for the supply of Products.

3. ROLE OF LSB

3.1. In the frame of supplying any Products to the Member, LSB is acting as their agent. LSB's role is limited to placing orders with Suppliers for the relevant Products and paying the Suppliers for such Products, always on the Member's behalf. LSB is not the provider, supplier, or seller of any of the goods or services that comprise the Products.

3.2. LSB will use reasonable care in selecting Suppliers, always striving to recommend reputable companies or professionals that offer high quality and value to customers, and ensure that any orders are placed in accordance with the Request.

3.3. LSB does not provide any advice, recommendation or representation with regard to any Product (including, without limitation, the quality of the Products), unless otherwise set forth explicitly in these Terms, or the suitability thereof for any particular purposes. The Member should decide at their own risk and judgment whether to purchase any of the Products, or whether the relevant Products are suitable for the intended purposes.

3.4. The Member agrees that the purchase of any Products by LSB (or its agents) on the Member's behalf forms a contract between the Member and the Supplier, while LSB is not a party to such contract. Suppliers shall be therefore solely responsible for the supply of the Products.

3.5. The Member acknowledges that the purchase of any Products may be subject to relevant Supplier's own terms and conditions (including, without limitation, refund, return, exchange and cancellations policies) which shall be binding on the Member. The Member further acknowledges that the Member's non-compliance with such terms and conditions may entail, in particular, the Supplier's refusal to act upon the Member's request and/or applicable charges levied by the Supplier (e.g. cancellation fees, no-show charges, etc).

3.6. Subject to the above, the Member's rights and remedies connected with the Products shall be against the Suppliers, and any of their requests for refunds, cancellations and returns, as well as any claims regarding, without limitation, the quality of the Products, timeliness of their delivery and inaccuracy of description should be directed by the Member to the relevant Supplier (and not to LSB). LSB will use reasonable endeavours to assist the Member with resolving any situation that may arise between the Member and the Supplier.

3.7. Where the Products are delivered outside the EU, any applicable customs duties and sales taxes shall not be refundable through LSB. The Member shall be solely responsible for the recovery of such funds.

4. PROVISION OF THE SERVICES

4.1. LSB shall provide the Services to the Member upon their Requests and instructions, using reasonable care, skill and due diligence.

4.2. LSB will provide the Services subject to these Terms and Applicable Law, and only during the period of Membership.

4.3. LSB may refuse to act upon any Request or suspend the provision of any of the Services if at LSB's sole discretion the relevant Services may violate Applicable Law or be non-compliant with LSB's standards or policies. Furthermore, LSB may refuse to act upon a Request if the Services in question are beyond the scope of the services offered by LSB.

4.4. The Requests may be placed and monitored by the Member either by telephone +44 800 043 0077 or via e-mail at lifestyle@insignia.com. When placing a Request, the Member must provide to LSB true, accurate, complete and up-to-date information and notify LSB in due course of any changes in such information. The failure to do so may result in invalidating the Member's Request and associated transactions.

4.5. LSB will be available to take and process Requests 24 hours a day, 7 days a week

and respond to Member's Requests within a reasonable time (always subject to the relevant Suppliers' working hours and Product availability).

4.6. LSB will use reasonable endeavours to meet any time-frames of the Services' provision communicated to the Member, however, such time-frames are estimates only and time shall not be of the essence for the provision of any of the Services.

4.7. The Member acknowledges that the Services are subject to availability of a particular Product.

LSB does not make any representation or warranty with regard to continuous availability of any of the Products. However, if the Product requested by the Member is unavailable, LSB may communicate to the Member the availability of a similar product, with regard to which the Member may place a new Request.

4.8. Where a Member requests LSB to make Supplier recommendations, LSB shall provide independent and unbiased recommendations to the Member in relation to those Suppliers. LSB may receive commissions or referral fees from Suppliers as a result of a Member's decision to use that Supplier and the Member agrees that LSB may retain such commissions and referral fees.

4.9. Where certain Products are provided above their face value or recommended retail price (if any), the surcharge applied represents the commission levied by LSB for the Services' provision.

4.10. LSB's policy is to be transparent in relation to commissions, referral fees or surcharges received and it shall, therefore, on request from a Member, provide information in relation to the same.

4.11. The Member acknowledges that in the course of the Services' provision LSB may monitor or record telephone calls for quality assurance purposes.

4.12. The Services rendered by LSB include, inter-alia, travel arrangements, arrangement of tickets to various events, booking of hotels and restaurants and exclusive shopping arrangement. The detailed list of the Services will be provided to the Member upon request.

5. MEMBERSHIP

5.1. The Membership is granted to the Member upon the Member's acceptance of the Terms.

5.2. The Membership is granted to the Member exclusively and no other person may use the Membership or any of the associated benefits, save as provided for by clause 5.5. below.

5.3. LSB may terminate the Membership and/or cease the provision of the Services in the event of any breach of these Terms by the Member, in the event of any fraudulent act or omission by the Member (including the provision of false or misleading information by the Member) or for such other reasons as may be deemed appropriate by LSB at its reasonable discretion. The amounts of any Costs charged to the account of the Member pursuant to clause 6, that have not been utilized for the purchase of the Products in accordance with the Request, will be returned to the Member promptly by LSB in the event of termination of these Terms for any reason.

5.4. The Membership terminates automatically with the expiration of the Card or the Card's annulment for any reason (unless a replacement card is issued to the Member by its issuer).

5.5. The benefits granted to the Member under the Membership will be available to the Supplementary Member.

5.5.1. The Member remains fully and solely liable for the Supplementary Member's compliance with these Terms.

5.5.2. The Member acknowledges that noncompliance with these Terms by the Supplementary Member shall constitute the Member's breach of the Terms.

5.5.3. Termination of the Membership for any cause shall automatically result in the termination of any Services and other benefits made available to the Supplementary Member.

6. PAYMENT FOR THE SERVICES

6.1. The Member is responsible to pay LSB any Costs arising pursuant to any Request. Through the acceptance of these Terms, the Member irrevocably authorizes LSB to charge the amount of such Costs to the account of the Card.

6.2. The Member hereby acknowledges that the Member is solely responsible for the payment to LSB of the Costs in connection with any instructions and Requests received by LSB from the Supplementary Member.

6.3. As a general rule, the Costs will be charged on the Member's Card immediately after the acceptance of the Member's Request by the relevant Supplier.

6.4. LSB will use reasonable endeavours to inform the Member of the amounts of the Costs upon or promptly after accepting a Request.

6.5. Immediately after being informed by LSB of the amounts of the Costs, the Member must ensure that the available balance on the account of the Card is sufficient to cover these Costs.

6.6. Any claims with regard to any charges of the Costs to the account of the Card shall be made by the Member within one hundred (100) calendar days from the date of the relevant charge, and LSB shall bear no responsibility in relation to any such claims made upon the expiry of the given one-hundred days period.

7. FORCE MAJEURE

Neither LSB nor the Member shall be liable for default or delay for unavoidable or unforeseeable causes beyond its reasonable control (the "Force Majeure Events"). The non-performing party will be excused from continuing the affected performance until it is able to recommence its performance. The affected party will make reasonable efforts to recommence.

8. LIABILITY & INDEMNITY

8.1. LSB hereby disclaims any liability for any act or omission of any Supplier or any loss incurred by the Member or the Supplementary Member as a result of any act or omission of any Supplier.

8.2. In no event will LSB, its affiliates, officers, directors and employees be liable for any indirect, special, consequential, compensatory or incidental damages whatsoever (including without limitation, lost profits, lost data or business interruption) arising out of the Services, supply of any Products or reliance upon any information or recommendation contained in the Terms.

8.3. LSB's aggregate liability to the Member in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the performance of the Services shall be limited to the amount of the annual membership fee of the Card effective at the time the relevant liability arose.

8.4. Nothing herein excludes LSB's liability for:

(a) any breach of the Terms implied by Applicable Law, with regard to which no liability may be excluded or limited;

(b) death or personal injury caused by LSB's negligence, or

(c) fraud.

8.5. The Member agrees to defend, indemnify and hold harmless LSB, its affiliates, agents, officers, directors and employees from and against all claims, actions, losses, liabilities, damages, costs and expenses, arising from or connected with the Member's and/or the Supplementary Member's use of the Services and/or Products, or the Member's and/or the Supplementary Member's infringement of any intellectual property of a third party.

8.6. The Member further agrees to defend, indemnify and hold harmless LSB, its affiliates, agents, officers, directors and employees from and against all claims or actions brought by the Supplementary Member in connection with the Services' provision; and any losses, liabilities, damage, costs and expenses arising from such claims or actions.

9. EXCLUSION OF WARRANTIES

9.1 To the extent permitted by Applicable Law, LSB disclaims all warranties with respect to the Services, either express or implied, including but not limited to any implied warranties of merchantability or fitness for any particular purpose.

9.2. The Member acknowledges that, by accepting these Terms they do not do so in reliance on any representation, warranty or other provision except as expressly provided herein, and any conditions, warranties or other terms implied by statute or law are excluded from these Terms to the fullest extent permitted by law.

10. QUERIES & COMPLAINTS

Any queries or complaints with regard to the Services shall be made by the Member by calling the LSB call centre on +44 203 369 0007, or emailing to complaints@insignia-cards.com.

11. COPYRIGHT

All trademarks, trade names, company names, logos and other objects of industrial property mentioned or displayed herein are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by LSB.

12. CHANGES TO THE TERMS

LSB may make changes to these Terms from time to time. LSB shall give prior notice to the Member of any addition and/or changes. In case the Member does not agree with the amended Terms, the Member may notify in writing that they do not accept them before their proposed entry into force. In such a case this agreement with the Member will be terminated and he/she will no longer be eligible for the Services.

13. NOTICES

13.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

If to LSB, (a) delivered by pre-paid first-class post or other applicable delivery service at its registered office, or (b) sent by email to lifestyle@insignia.com.

If to the Member, (a) delivered by hand to the Member, or (b) delivered by pre-paid first-class post or other applicable delivery service to any residential address provided by the Member to LSB, or (c) sent by email to the email address provided by the Member to LSB.

13.2 Any notice shall be deemed to have been received:

(a) if delivered by hand to the Member, upon the notice being handed to the Member;

(b) if sent by pre-paid first-class post or other, on the second business day after posting or at the time recorded by the delivery service; and

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

13.3 This clause applies equally to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution and the Member hereby agrees without any limitation to accept service by such means. In the event that any such limitation may arise, the Members are obliged to inform LSB at their earliest convenience.

14. GENERAL

14.1. Assignment. The Member shall not, without the prior written consent of LSB, assign, sub-license, sub-contract or otherwise transfer to any third party any of its rights or obligations under these Terms. LSB shall be entitled to assign, sub-contract or otherwise transfer to any third party its rights and/or obligations hereunder.

14.2. Use of Agents. For the performance of the Services hereunder LSB may appoint third party agents who, in the performance of the Services, will be acting on the Member's behalf (in the capacity of the Member's agents).

14.3. Third party rights. The Member and LSB agree that no provision of the Terms will be enforceable by any third party, and no person who is not a party to these Terms shall have any rights under them. For the avoidance of doubt, the Supplementary Member may not enforce any of the provisions of these Terms.

14.4. Severance. In the event that any provision (including any distinct sub-clause) of these Terms is held to be illegal, invalid, void or unenforceable, it shall be severed from the remaining provisions of these Terms, which shall continue in full force and effect.

14.5. Waiver. Failure or neglect by either party to enforce any provision of these Terms shall not be construed nor shall be deemed to be a waiver of that party's rights under these Terms and shall not prejudice that party's rights to take subsequent action.

14.6. Entire agreement. These Terms contain the entire agreement between the parties in relation to provision of the Services by LSB. The Terms supersede any prior agreements, representations, arrangements or undertakings in relation to such subject matter, provided that nothing in this condition shall exclude or limit liability for fraudulent misrepresentation.

14.7. Law and Jurisdiction. The Agreement shall be governed by and interpreted in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts.

Signature*

Date*