# Terms of Business.

## What are these terms about?

1.1 **About us.** Hi, we're Yu Life Ltd, a company incorporated in England and Wales (company number 10308260) and our registered address is 12 Mallow Street, London, United Kingdom, EC1Y 8RQ. We're on a mission to inspire people to live their best lives, and we do that through providing insurance that inspires life.

1.2 **What we do.** As part of our mission, we're:

**a.** an insurance intermediary, which means we're authorised and regulated by the Financial Conduct Authority (FCA) to distribute non-investment insurance contracts on a non-advised basis - our Financial Services Register number is 783352. We partner with a panel of market-leading insurers to provide insurance products that will ensure that you and your people will be better protected, and

**b.** a provider of wellbeing and employee engagement and rewards all in one platform.

1.3 **Our role.** If you would like to purchase an insurance product, we will act on your behalf (either solely or in conjunction with your broker) when speaking to our panel of insurers, and present you with information that enables you to decide which insurance product meets your needs. We will always make it clear to you who will underwrite your insurance. If any of the insurance distribution activities we provide in future should be in a different capacity, we will let you know capacity in which we are acting. If you do not wish to purchase insurance at this time, we can provide other aspects of the YuLife Offering, as explained below.

1.4 **The YuLife Offering.** We inspire people to build healthy habits through our offering. The **YuLife Offering** includes:

**a.** a wellness app that encourages users to adopt healthier behaviours and rewards simple steps taken towards a healthier lifestyle (**YuLife App**),

**b.** an employer portal that enables you to manage and control your employees' accounts and use of the YuLife App (**YuLife HR Portal**), and

**c.** if selected, access to insurance products from our third party providers (**Insurance Partners**) including, but not limited to:

**i.** life insurance,

**ii.** critical illness,

**iii.** income protection,

**iv.** health insurance, and

**v.** dental insurance

(together, the **Insurance Products**).

The YuLife App and YuLife HR Portal may be used without any Insurance Products.

1.5 **Purchasing the YuLife Offering.** The parties may enter into multiple order forms which describe the specific YuLife Offering you'll receive, the applicable charges, how long you'll have access and other terms relevant to the engagement (each, an **Order**). Any variations to an existing Order will be mutually agreed in writing.

1.6 **Agreement.** These are the terms and conditions (**T&Cs**) for using our YuLife Offering. These T&Cs together with an Order entered into by the parties and any incorporated policies form the entire agreement between you and us (**Agreement**). By signing an Order, the parties agree to be bound by the terms of the Agreement.

1.7 **Commencement.** These T&Cs are incorporated into each Order and will begin on the date an Order is signed (**Effective Date**) and will continue until terminated in line with these T&Cs or until expiry of the applicable Order (**Term**). The start date for the YuLife Offering under an Order (**YuLife Start Date**) may be different to the Effective Date, and may be postponed either by agreement between the parties or at our reasonable discretion.

1.8 **Location.** The YuLife Offering may vary depending on the territory.

## How does the YuLife Offering work?

**2.1** **Users.** Users include all individuals you allow to access and use the YuLife App (**End User**) and all employees you give admin access to for the YuLife HR Portal (**Admins**).

**2.2** **YuLife App.** The YuLife App is available in iOS and Android and each End User's use of the YuLife App is governed by the End User Licence Agreement (**EULA**) available during registration. You're responsible for each End User's use of the YuLife App and ensuring their compliance with the EULA. The YuLife App is provided "as is" and we make no warranties or representations as to its uptime, availability or functionality. The YuLife App functionality may differ between End Users depending on the YuLife Offering you have purchased.

**2.3** **Rewards.** From time to time, End Users will be eligible to collect, accumulate and spend tokens in the YuLife App (**YuCoin**) in exchange for rewards. Additional rewards may be available to certain End Users depending on the Insurance Products to which they or their employer have access. We may update the rewards available from time to time. Please note that rewards have no cash value, can't be exchanged for cash and redemption is subject to the applicable terms.

**2.4** **Communicating with End Users.** We may communicate with End Users via the YuLife App to provide the YuLife Offering and to share information. These communications may include updating End Users on new rewards partners, surges in the YuCoin rate, reminders to engage with wellness activities and information on Insurance Products.

**2.5** **Third-Party Features.** We may from time to time make third party components and features available to End Users via the YuLife App, such as a virtual GP service or an employee assistance programme (**Third-Party Features**). Third-Party Features are governed by the third party's terms and conditions, and End Users must agree to these terms to enable access to such features. We accept no responsibility for provision or availability of such Third-Party Features

**2.6** **YuLife HR Portal.** Our YuLife HR Portal is your mission control and Admins can use it to:

**a.** manage insurance cover enrolment,

**b.** add and manage End User access to the YuLife App,

**c.** configure a bespoke wellbeing hub within the YuLife App, and

**d.** monitor, promote and report on End User engagement.

We may add additional features to the YuLife HR Portal from time to time.

You must appoint Admins of the YuLife HR Portal who may authorise and register your End Users to access and use the YuLife App.

**2.7** **Updates.** We're always looking for ways to improve, and are sometimes required by law to change the way we do things, so we may make automatic updates to the YuLife App or YuLife HR Portal. These updates should not materially reduce the use of key features or interrupt your use of the YuLife App or YuLife HR Portal.

**2.8** **Insurance Products.** Our Insurance Products are provided by Insurance Partners and your use of these Insurance Products will be governed by the Insurance Partner's own policy documents. If you do not accept these policy documents, we may suspend your access to relevant parts of the YuLife Offering.

## What are your obligations?

**3.1** **Obligations.** For the Term, you'll:

- **a.** cooperate with us in all matters relating to the Agreement, including ensuring that you and all your Admins and End Users use the YuLife Offering in compliance with the terms of the Agreement,
- **b.** comply with all applicable laws in connection with the Agreement,
- **c.** provide us with Admin and End User data needed to provide the YuLife Offering in a timely manner and in the format reasonably required by us, and ensure Admin and End User data is kept up-to-date, complete and accurate in all material respects, and
- **d.** use reasonable endeavours to prevent any unauthorised access to, or use of, the YuLife Offering and promptly notify us if you find out about any unauthorised access or use.

**3.2** **YuLife HR Portal restrictions.** You and your Admins will only use the YuLife HR Portal in accordance with the Agreement.

**3.3** **End Users.** If we determine or suspect, at our discretion, that an End User has acted in an inappropriate manner, including if an End User has falsified information, whilst using the YuLife App we may:

- **a.** report the End User's behaviour to you,
- **b.** suspend the End User from using the YuLife App without notice, or
- **c.** take any other actions we consider necessary.

**3.4** **Consequences.** If you, an Admin or an End User violates any restrictions in the Agreement or EULA (as applicable), we may suspend your, the Admin's or the End User's access to the YuLife Offerings or take any other action we consider necessary.

## Who owns the intellectual property?

**4.1** **Ownership.** We or our third-party licensors own all intellectual property in the YuLife Offering (and any subsequent versions).

**4.2** **Usage Data.** We may monitor End Users' use of the YuLife App to collect data on the use of features, exercise logging and metadata (**Usage Data**). All rights and interests in Usage Data belong to us and we may:

- **a.** make Usage Data publicly available in compliance with applicable laws, and
- **b.** use Usage Data to improve and market the YuLife App, develop new features and suggest new in-app challenges or products.

**4.3** **Your Data. Your Data** means all personal data and other data or content you or End Users submit to the YuLife App (excluding Usage Data). You own all intellectual property in your own data and grant us a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, use and display Your Data in order for us to provide the YuLife App.

**4.4** **Insurance Products.** For Insurance Products, the relevant Insurance Partner owns all intellectual property in and to such Insurance Products.

**4.5** **Third-Party Features.** For Third-Party Features, the applicable third-party providers own all intellectual property in and to such Third-Party Features.

**4.6** **Feedback.** You, the Admins and End Users may be asked to provide suggestions, ideas, recommendations or other feedback (**Feedback**) on the YuLife Offering, but please note there is no obligation to provide Feedback. You agree that we may use any Feedback to create any other works or improvements without payment or other obligations to you.

## What charges will you pay to YuLife?

5.1 **Charges.** The costs and charges for the YuLife Offering (**Charges**) are set out in the relevant Order and are non-cancellable, non-refundable and exclude any applicable tax.

- **a.** These charges will be based on the number of employees in your business.
- **b.** If the number of employees in your business increases, we may increase the Charges in your next invoice to address this or issue a supplementary invoice at our discretion.
- **c.** Please understand that we will not issue refunds for Charges paid.

5.2 **Payment terms.** Unless agreed otherwise in an Order, we'll invoice you annually and all undisputed invoices are payable on the invoice date.

5.3 **Late payments.** If we haven't received payment for undisputed Charges by the due date, or if you remove your direct debit mandate, we may:

- **a.** suspend your access to the YuLife Offering until payment is made in full, and
- **b.** charge interest on the unpaid amount at an annual interest rate of 5% above the Bank of England base rate accruing on a daily basis until fully paid.

5.4 **Changes to Charges.** We may increase Charges annually at our discretion on the anniversary of the YuLife Start Date, but don't worry, we'll contact you first to let you know about any fee increases, and you'll have the opportunity to terminate if you don't like them.

## How must we treat confidential information and personal data?

6.1 **Definition. Confidential Information** means all information relating to a party, its business, products, finances and affairs that would reasonably be considered to be confidential under the circumstances in which it is shared.

6.2 **Confidentiality obligations.** The parties agree to protect the confidentiality of any Confidential Information shared between us and not to share it with anyone else without the owner's permission. If either of us becomes aware of any breach of confidentiality, they will notify the other of that breach. However, either of us can share Confidential Information:

- **a.** where legally required (provided they notify the owner as soon as possible), or
- **b.** with affiliates or employees on a need-to-know basis, as long as they keep it confidential too.

6.3 **Confidentiality term.** The confidentiality obligations contained in these T&Cs will continue for 3 years after the expiration or termination of the Agreement.

6.4 **Data protection.** We respect your privacy and are committed to protecting your personal data. Under the Agreement we are both independent controllers of any personal data you share with us during the Term, and the parties agree to:

- **a.** treat personal data in compliance with the requirements under the United Kingdom Data Protection Act 2018, the (Retained EU Legislation) Regulation (EU) 2016/679 (UK GDPR) and the General Data Protection Regulation (GDPR) Regulation (EU) 2016/679 (**Data Protection Laws**),
- **b.** implement appropriate technical and organisational measures to ensure the security of personal data,
- **c.** without undue delay, provide the other party reasonable assistance with responding to a data subjects' request to exercise their rights under Data Protection Laws, and
- **d.** where possible, only transfer personal data to the United Kingdom, European Economic Area or an adequate country. Where the parties do transfer it outside of these locations, the parties agree to enter into a separate agreement that sufficiently protects the transfer of personal data internationally (the standard contractual clauses or international data transfer addendum).

6.5 **Privacy Policy.** We agree to handle your personal data in compliance with our Privacy Policy. We may make changes to the Privacy Policy from time to time, but don't worry we'll notify you before changing anything material.

## When must we indemnify each other?

7.1 **Your indemnities.** You'll indemnify us against all losses, damages and other liabilities connected to a third-party claim brought against us for your or your Admins' or End Users':

- **a.** use of the YuLife Offering in violation of the Agreement,
- **b.** breach of the terms of an Insurance Product provided by an Insurance Partner,
- **c.** breach of the terms of a Third-Party Feature, and
- **d.** intellectual property, data or other content provided to us which infringes that third party's intellectual property or other rights.

7.2 **Our indemnity.** We'll indemnify you against all losses, damages and other liabilities connected to a third-party claim brought against you alleging the YuLife Offering infringes that third party's intellectual property rights. However, these obligations do not apply if the claim against you arises from:

- **a.** Your, an Admin's or an End User's use of the YuLife Offering in violation of the Agreement, or
- **b.** your intellectual property, data or other content, which was used with the YuLife Offering, if the YuLife Offering would not have been infringing without such combination.

## Our liability to each other

8.1 **No unlawful exclusions.** Neither party excludes or limits its liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or anything else which cannot be excluded by law.

8.2 **Indirect losses.** Neither party is liable for any special, indirect or consequential losses of any kind, whether or not a party was advised of the possibility of such loss.

8.3 **Limitation on liability.** Except for all indemnities under the Agreement, which will be limited to £2,000,000, each party's total liability to the other under the Agreement will be limited to the Charges paid or payable by you in the then current Term.

## Term and termination

9.1 **Order term.** Unless otherwise agreed, each Order will continue for the initial term set out in the Order (the **Initial Term**). At the end of the Initial Term, the Order will automatically renew in 12 month increments unless otherwise agreed (each a **Renewal Term** and altogether, the **Order Term**). We'll contact you 30 days before the end of the Initial Term or a Renewal Term to let you know renewal is coming up and inform you of our new Charges. If you decide you don't want to continue with the YuLife Offering you may provide notice to terminate the Agreement before the end of the then current Order Term.

9.2 **Terminating for cause.** We hope it never comes to this, but if needed we may immediately terminate an Order or these T&Cs at any time if you:

- **a.** or an Admin or End User breach the Agreement or EULA (as applicable) and it cannot be remedied or, if remediable, you do not remedy it within 30 days of being notified,
- **b.** or an Admin's or End User's breach terms of an Insurance Product,
- **c.** or an End User breach the terms of a Third Party Feature,
- **d.** or an End User has engaged in any illegal or improper use of the YuLife App,
- **e.** stop (or threaten to stop) carrying on your business, or
- **f.** become subject to insolvency, bankruptcy, receivership or other similar events.

9.3 **Effects of termination.** The termination of these T&Cs automatically terminates any Orders in place, and:

- **a.** all outstanding Charges including in relation to the then-current order term will become immediately due and payable. End Users may still be entitled to access the YuLife App in line with the EULA,
- **b.** no refunds shall be due to you for any Charges or other sums paid to us,
- **c.** will not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages for any breach of the Agreement which existed at or before the date of termination, and

any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

## How can you make a complaint?

**10.1** **Complaints.** We're really proud of our YuLife Offering and we hope you'll be happy with them, but if you do wish to make a complaint about our YuLife Offering then you can reach us at complaints@yulife.com or write to us at our registered address (it's at the top of these T&Cs). We'll promptly acknowledge your complaint and will do our best to fix the problem. If you're still not happy, you may be able to refer your complaint to the Financial Ombudsman Service. Please contact us for a copy of our full complaint procedure.

## What else do you need to know?

**11.1** **Insurance.** We'll maintain professional indemnity insurance at least in line with regulatory requirements.

**11.2** **Force majeure.** Neither party is liable to the other or in breach of the Agreement for any delays or failures in their performance resulting from an event beyond their reasonable control (a **Force Majeure Event**), provided that the unaffected party is notified, and the affected party uses reasonable endeavours to mitigate the effects of the Force Majeure Event. If a Force Majeure Event continues for 30 days or more, the unaffected party may immediately terminate the Agreement by providing written notice to the affected party.

**11.3** **Marketing.** You're not just our valued customer, you're part of our story! So, you agree we may name you and use your logos or other trademarks to identify you as a customer on our website, in case studies and in various other marketing materials.

**11.4** **Assignment.** You won't assign, transfer or subcontract any of your rights or obligations under the Agreement without our prior written consent. We may assign, transfer or subcontract all of our rights under the Agreement.

**11.5** **Amendments.** We may update these T&Cs from time to time by providing you with written notice. Any updates will be effective from the date specified in the notice. No other variation of the Agreement is effective unless in writing and signed by the parties.

**11.6** **Notices.** Notices must be in writing and sent by email using the details in the Order or we may also send them via the YuLife HR Portal. We'll send general notices to End Users via the YuLife App.

**11.7** **No waiver.** If a party fails to enforce a right under the Agreement, that is not a waiver of that right.

**11.8** **Third parties.** No one other than you or us has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the Agreement.

**11.9** **Survival.** Any provision of the Agreement which is intended to remain in force on or after the expiry or termination of the Agreement, will continue to remain in full force.

**11.10** **Severance.** If any of the terms of the Agreement are held invalid, illegal or unenforceable, they will be deleted without affecting the rest of the terms.

**11.11** **Precedence.** If there is an inconsistency between any terms in the Agreement, the Order will take precedence.

**11.12** **Governing law and jurisdiction.** The Agreement is governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction to settle any disputes in relation to it.