

Lifestyle Terms

 MONUMENT

Lifestyle Terms

"We" are Monument Bank Limited and "you" are the person who is registering for an account ("Membership") to give you access to certain services.

These Lifestyle Terms ("Terms") contain important information about your Membership and cover the terms and conditions that apply to your Membership, the services we will provide you, the services provided to you by selected third party providers ("Partners"), your use of the Monument app ("App"), how we process your data and the fees payable by you to us.

1. Welcome to Lifestyle

We are delighted that you have chosen to open a Membership with us.

Lifestyle is a growing service and we are always trying to improve. If you have any suggestions or any issues with Lifestyle, we are here to help and want to talk to you. You can reach us through the App, directly by email on service@monument.co, or by calling us on 020 4524 8080 on our working days, which are as stated in the Contact Us section of our website.

You will always be able to view and download the current version of these Terms from our website or from the App. Please contact us if you need a copy of these Terms supplied in a different format.

2. Lifestyle

By having a Membership, we will provide "Lifestyle" by which we will give you access to a range of products and services ("Services") which will be provided to you by Partners.

We have negotiated terms with Partners for holders of a Membership, which may include: discounts to standard pricing, complimentary perks, priority service and/or exclusive products.

We want to offer you a great range of Services as they become available from our Partners and this means that the Partners and the Services available may change from time to time and although we will use reasonable care to have a reasonable number of Services available, we are unable to guarantee the availability of any particular Partners or Services.

In providing Lifestyle, we are not providing any advice, recommendation, endorsement or solicitation; or representation, warranty or guarantee that the Services are exclusive to us and not available to you elsewhere on the same or on similar terms, or that the Services are appropriate or suitable for you.

Participation in Lifestyle

Lifestyle is for personal use only by you and is not for use by any other person (including any business) unless we tell you otherwise in the description of the Services. Where we allow a person other than you to benefit from the Services, you will ensure that they understand and comply with these Terms. To use Lifestyle, you must be a UK resident, be at least 18 years or old and satisfy the checks in our Privacy Notice ("Eligibility

Criteria”) when applying for a Membership. We may reject your application for a Membership if you fail to meet our Eligibility Criteria or for any other reason we think is reasonable and we do not have to tell you why we have rejected your application.

Lifestyle may contain links to other sites or resources provided by Partners for your information only. We have no control over and assume no responsibility or liability for the contents of those sites or resources. We also cannot guarantee that such links will work all of the time and cannot control the availability of the linked pages.

Membership period

Your Membership will continue for the period you select when subscribing for a Membership. If you are paying a fee for your Membership, at the end of your current Membership period, your Membership will automatically renew for the same duration as your current Membership unless you cancel your Membership by following the steps required by Apple or Google.

Services provided by Partners

Lifestyle provides you with access to Services provided by Partners and not by us. This means that all Partners may have eligibility criteria for using their Services, which we do not have control of and therefore, you will need to agree to the Partner’s terms and conditions for providing those Services. You will also ordinarily need to have a continuing active Membership to receive Services.

You understand and accept that:

- Partners are independent from us and we are not providing you with the Services;
- You should make sure that the Partner and Services are right for you before engaging with a Partner or purchasing a Service with them;
- The Partner is responsible for their Services and so we will not be liable for any loss or damage that may arise from your use of the Services; and
- We give no representations, warranties or guarantees, whether express or implied, that:
 - The Services will meet your requirements or expectations or that they will be fit for a particular need or purpose; and
 - Success or any other specific results may be achieved by using Lifestyle.

3. What will you pay?

What you pay for Lifestyle

The current fees you will pay for your Membership are stated [here](#) and we may offer fee free periods, promotions and discounts from time to time. We may charge a fee or increase the fees by giving you 30 days’ notice in accordance with Clause 7. We will not charge a fee for any fee free period or increase the fees in respect of fees for your Membership that you have already paid for.

If subscribing for a Membership via Apple or Google, before you pay the Membership fee, we may offer you a free trial for Lifestyle (“Free-Trial”). If so, you will be charged the relevant fee after the expiry of the Free-Trial period.

You can cancel your Membership within 14 days of signing up for a Membership by following the steps required by Apple or Google and notified to you at time of purchase. In such circumstances, we will give you a full refund, but you will no longer be able to access the Lifestyle after cancellation.

If you do not pay the fees when due, we may suspend your Membership until you pay any outstanding amounts owed us.

What you pay for Services

Partners will typically charge a price, fee or other cost (“Charges”) for their Services and the Charges may vary between Partners.

You are responsible for paying the Charges for all Services accessed via Lifestyle, whether you or someone else receives or uses the Services and you should check that you can afford and are happy with the Charges before committing to take the Services.

We take reasonable care to ensure the Charges we show via the App are correct but it is always possible, despite our efforts, that the Charges, which the Partner provides us, may be incorrect. You should confirm the Charges before you commit to take the Services. We have no liability or responsibility to you for any Charges set by the Partners or any payments you make to the Partners.

4. Ending the arrangements

Ending Lifestyle

If you have subscribed for a Membership via Apple or Google and are paying a fee for Lifestyle, you can decide to stop using Lifestyle and cancel your Membership at any time for no reason by following the steps required by Apple or Google. In these circumstances, you may continue to enjoy Lifestyle until the end of your current Membership period, but we will not refund any fees you have paid in advance for your Membership.

If you are enjoying a Free-Trial, you are free to cancel your Membership during the Free-Trial period at any time without charge by following the steps required by Apple or Google.

If you have not subscribed for a Membership via Apple or Google, for example during a fee free period (excluding Free-Trials dealt with above), you can decide to stop using Lifestyle and cancel your Membership at any time by letting us know through the App or by contacting our Client Services Team.

We may suspend or withdraw Lifestyle in whole during the fee free periods or at any time for reasons outside of our control (for example, if required to do so by a regulator). We aim to notify you in accordance with Clause 7 at least 30 days in advance of Lifestyle being withdrawn, though in certain circumstances this may not be possible. If we withdraw or suspend the whole of Lifestyle, we will refund to you on a pro rata basis any fees you have paid in advance for Lifestyle for the period in which Lifestyle is no longer available to you.

If we think that (a) you are misusing Lifestyle; (b) you are in breach of these Terms; or (c) if we think that you no longer meet the Eligibility Criteria, we might suspend your Membership until we can resolve the issue with you. If we cannot resolve these issues with you or if we think you are seriously or repeatedly misusing Lifestyle, we might decide to end your Membership.

Some examples of issues that may entitle us to end your Membership include: (a) making or trying to make Lifestyle available to another person who is not a member, (b) using Lifestyle or benefits available through

membership in a manner which is not clearly contemplated by either these Terms or in accordance with a relevant Partner's terms or offer, (c) using information (or derivations thereof) which you receive as a result of your membership of Lifestyle to promote, support, inform a competitor service or potential competitor service, and (d) conduct which is threatening, abusive or otherwise inappropriate or unlawful and which is directed at our staff, Partners or other members of Lifestyle.

If we decide to end your Membership for any of the reasons above, you will not be charged for any future fees, but we will not refund any fees you have already paid for your Membership.

Cancelling a Service

If you need to cancel a Service, you must contact the Partner providing you with the relevant Service and follow the Partner's terms and conditions in order to cancel that Service.

Certain Services may require us to make a payment directly to a Partner (or another third party) on your behalf to secure your use of the Service and we will inform you of these Services and the payment before you choose to benefit from them. If you need to cancel these Services, you agree to comply with the steps notified to you at the time of booking when looking to do so. If you do not follow these steps, you agree to reimburse us for any payments we have made to the Partner (or third party) which we cannot recover from them by following the payment process which we will notify you of in accordance with Clause 7.

If you do not make the payment within 14 days of being notified by us to do so, we may suspend your Membership until you pay the outstanding amount owed to us.

5. Our liability to you

Our core responsibility

If you have suffered a loss or damage because of something we have done or not done, you will generally be able to claim back your loss from us.

If we (not our Partners) provide you with any services that are not carried out with reasonable care, you can ask us to repeat or fix that service or get some, or all of your money back if we can't fix it.

Limitations on our responsibility

There are limitations on your ability to claim any losses you suffer as a result of our actions. We are not liable to you for any loss or damage to the extent the loss or damage arises because:

- you are claiming for loss in respect of a business including loss of profit, loss of business, loss of goodwill or loss of opportunity;
- the law sets a different level of liability;
- you have acted fraudulently or with gross negligence (for example, sharing your security details);
- you are in breach of these Terms;
- you have not told us as soon as you could have that your account security may be compromised and you suffered loss or damage before you told us about the problem;
- any of the details or information you provided us with were wrong or insufficient; or
- your claim is based on our App being unavailable at any time or for any period.

However, nothing in our agreement with you in these Terms will stop us being liable, if:

- we act fraudulently or with gross negligence; or
- we are at fault, including not providing Lifestyle with reasonable care, and the law does not allow us to exclude or limit our liability.

6. Protecting your privacy

All personal details you give to us through the registration for and use of Lifestyle will be collected and processed in accordance with our Privacy Notice, available on our website. By using Lifestyle, you acknowledge and agree that we are sharing your contact information with any Partners you select in the App in order that you can benefit from the preferential terms outlined in connection with those Partners. We do not control these Partners and are not responsible for their privacy notices (or equivalent). You should read the privacy notice (or equivalent) of every Partner you choose to interact with.

7. Keeping each other informed

How we will keep in touch

If we need to contact you, we will usually notify you through our App or through other digital channels, including by SMS, push notifications or email. We may also contact you by post when required to do so by law and in other exceptional circumstances.

Should we suspect any security threats or fraud on any of your Membership, we will contact you in the way we think is most secure and this may be by telephone.

It is important we have your current mobile number and email address, and that you enable push notifications for the App on your mobile phone or tablet.

Marketing communications

Marketing communications will only be sent to you if you give us your permission to do so, and you can stop these at any time.

How to complain

We recognise that things may occasionally go wrong. We always want to know so that we can make improvements. If you have a complaint please contact us via the App, call us on 020 4524 8080 or email us on complaints@monument.co. If your complaint is about us, we will deal with your complaint in accordance with the How to Complain page of our website. If your complaint relates solely to a Partner on our App, please contact that Partner directly. If you complain to us about a Partner, we can share the details of your complaint with that Partner and ask them to take the complaint forward if you ask us to do so. We accept no liability for complaints insofar as they relate to a Partner.

Feedback

Please let us know if you find any errors or want to provide us with feedback. You can do so through the App or by contacting us at membership@monument.co. We will own any feedback you give to us and you agree that we can use the feedback for any purpose, including improving Lifestyle.

8. Changes to these terms

We may need to make changes to these Terms (including the fees) from time to time.

Changes will apply to all Members and if these are material changes, you will receive clear communications by push notification, SMS text message or email, or exceptionally by telephone call or post and we will usually give you 30 days' notice of these changes.

If the change to the Terms is to your disadvantage, then for a period of 30 days from the date of our notice, you have the right to cancel your Membership by contacting us and/or following the process notified to you. In these circumstances, your cancellation will take effect on the day the change takes effect and we will refund to you, on a pro rata basis, any fees you have paid in advance for the remainder of your Membership from the day the change takes effect.

Changes to the fees will not affect what you pay for your current Membership. If you do not agree with any fee increase, you can simply choose not to renew your Membership and your current Membership will expire at the end of the relevant Membership period.

9. Using our App

About the App

Our App and its content are provided for the purposes of opening and managing your Membership with us and providing you access to view the Services available to you. Content on the App should not be relied upon as financial advice, or any form of personal recommendation.

We grant you a non-exclusive, non-transferable, royalty free licence to use the App (which has been developed for general use) without the right to grant sub-licences to third parties. This licence will govern any software updates that we provide, and you must not distribute, publish or otherwise pass the App on to anyone else.

Our App is designed to work in the United Kingdom and may not be accessible, or function properly, in other locations. Some features of our App may not be available depending on your computer, mobile device or operating system.

The App is available to you free of charge (although your mobile network operator may charge you to download or access the App whether from the UK or abroad).

Our undertakings to you

We will always try our best to make the App and its contents available to you. However, we cannot guarantee that they will be:

- uninterrupted;

- accurate, error-free, or complete (we frequently update our App, but from time to time the content may be out-of-date); or
- secure or free of viruses or other harmful code.

Whenever possible, we will let you know in advance when we plan to update the App, particularly if that means the App will not be available or fully functional for any period of time (in which case we will let you know how long this is expected to last). If we have some emergency or unplanned maintenance to perform, we will do our best to let you know as soon as we can. In order to ensure that the App remains operational and for security purposes, we may remotely update the App without requiring any action from you.

Unless we notify you otherwise, you will only be able to use one device at a time to access and use the App.

Your use of the App

When using our App, you should not do any of the following:

- install the App on, or transfer the App to, anyone else's device;
- transmit any data or material that is harmful to other programs, software, or hardware (for example, viruses, Trojan horses, worms);
- alter, modify, reverse-engineer, copy, or reproduce any part of the App; and
- you must only download our App (and updates) from the official supplying app stores (the App Store if you use an Apple device or Google Play™ if you use an Android device).

Your security obligations when using our App

You must take all security measures on your mobile device as we recommend from time to time. If you fail to do so, you will be solely responsible for any risks or consequences arising from the use of your device to access the App.

Please note that the PIN you set for your use of the App is local to your device. We will not know what it is, have access to discover it, or ever ask you to disclose it to us.

You must take all reasonable precautions to keep your device safe and prevent fraudulent activity, including:

- choose security details that are not easy for someone to guess or "test";
- if you write down or record your security details, never do so in a way that can be understood or worked out by anyone else;
- never share your security details with anyone else;
- ensure your security details are unique to your use of our App, rather than ones you use for other purposes;
- once you have logged in to the App, never leave your device unattended or let someone else use it;
- only store your own biometric data on your device;
- accept/don't disable any function or setting on your device that is designed to strengthen the security of your biometric authentication (e.g. "attention aware" for facial recognition);
- if you know or suspect someone is aware of your security details, contact us or change them in app (where that functionality is available); and

- use a device that has been “jail-broken” or “rooted” (which means it no longer operates within the security limitations set by the manufacturer or your mobile service operator).

Keeping up to date

To ensure that the full range of app functionality is available to you, you should keep the App updated. Where an update is not delivered automatically you will need to download it yourself.

Failure to upgrade the App when we make new versions of it available, or failure to install updates of your device’s operating system when they are released, may mean that certain of the App’s features are not available or do not work as intended, and we are not responsible for failures of the App to perform in these circumstances. We are not responsible for ensuring that our App continues to operate on older versions of operating systems, which have not been upgraded by the operating system provider.

Other key terms

These Terms are between us and you, not Apple and Google. Google and Apple have no responsibility for the App or its content.

If there are any conflicts between these Terms and the Apple Media Service Terms and Conditions (“**Apple Terms**”) or Google’s rules, the Apple Terms and Google’s rules will apply as applicable.

We license you to download the App onto any Apple-branded product, and to use it once you have downloaded it, provided you follow all of the rules described in these Terms and the Apple Terms.

We are responsible for customer service in relation to the App and can help you if you are having any issues. You acknowledge that Apple and Google have no obligation whatsoever to provide any support or maintenance services in relation to the App, although if the App is faulty, you may be able to claim a refund from them.

If any third party claims that the App or your possession and use of the App infringes their intellectual property rights, we (and not Apple) will be responsible for investigating the claim and, where appropriate, for defending, settling and/or discharging it.

If the App fails to meet the standards required by law (including that the App is of satisfactory quality, fit for purpose and as described), please contact Apple who will provide you with a full refund of the price you paid for the App. Any other claims, losses, liabilities, damages, costs or expenses will be our sole responsibility subject to these Terms. Apple has no other responsibility or obligation in relation to the App beyond providing a refund in the circumstances described above.

In respect of Google, refunds may be available to you in a range of circumstances, please see Google’s refund policies for more information.

10. Some legal points

About us

We are Monument Bank Limited, a UK registered company (company number: 10921940) with its registered office at 33 Cavendish Square, London, W1G 0PW.

Copyright and trademarks

All of our designs, logos and materials, and all intellectual property rights in the App, are owned by or licensed to us and protected by copyright laws. "MONUMENT", "MONUMENT BANK", our logo and a combination of them are, or are in the process of being registered as, trademarks of Monument Bank Limited, with all rights reserved.

Terms work independently

Each condition of these Terms operates independently. If any court or competent authority decides that any of these terms and conditions are unlawful or unenforceable, the other terms and conditions will remain in full force and effect.

Transfer of rights

You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in accordance with Clause 7 if this happens and we will ensure that the transfer will not affect your rights under the contract.

No rights for third parties

Apple and Apple's subsidiary companies are third party beneficiaries of this agreement. This means that if you breach any of its terms, Apple has the right to enforce it and to take action against you directly, with or without our involvement.

Other than Apple and Apple's subsidiaries, no one other than us or you has any right to enforce any provision of these Terms.

Prohibited territories and persons

You represent and warrant that you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a 'terrorist supporting' country; and on any US Government list of prohibited or restricted parties. If either of the situations apply to you, you are not permitted to download and use this app.

The law that applies to our relationship

These Terms are governed by the laws of England and Wales and shall be dealt with by the Courts of England and Wales exclusively should there be any disagreement between us which we cannot resolve by following our complaints process.