Website Terms and Conditions of Supply of Services

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This page gives you information about us and our legal terms and conditions (Terms) on which Zing Performance Limited provides the services (Services) as listed on our website www.zingperformance.com (our site) to you.

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

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

We amend these Terms from time to time as set out in clause 8. Every time you wish to order services from our site please check these Terms to ensure you

understand the terms which will apply at that time. These Terms, and any Contract between us, are only in the English language.

1. **Information about us**

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

1.1 Our VAT number is 223199807

1.2 Contacting us:

(a) to cancel a Contract in accordance with your legal right to do so as set out in clause 9, you need to let us know that you have decided to cancel. The easiest way to do this is to contact us at support@zingperformance.com

(b) if you wish to contact us for any other reason, including because you have any complaints, you can contact our customer support team on +44 1926 800551 and/or read our complaints policy here

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

2. **Our Services**

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

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

2.3 Health and Wearable Data Features

Some Services may include optional features that allow you to connect a compatible wearable device or health platform. Where enabled by you, these features may display health-related information such as heart rate, sleep, or similar data. These features are optional and are provided for information and awareness only. They do not form part of the core programme and do not affect the Services provided to you.

3. **Use of our site**

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

4. The Zing Programs:

4.1 CereSkills Program:

The CereSkill program consists of bespoke coordination exercises which are provided to you through an exercise application for a period not exceeding 90 days. After this time a low monthly reoccurring fee will be offered for continued access to the program until cancelled. The monthly recurring fee can be cancelled at any point by contacting support@zingperformance.com.

4.2 CereMind Program:

The CereMind Program consists of bespoke daily coordinative exercises and self-EMDR sessions. Plus access to book coaching sessions with a trained CereMind coach. This is provided to you through an exercise application for a period of 90 days. After this time a low monthly reoccurring fee will be offered for continued access to the program until cancelled. The monthly recurring fee can be cancelled at any point by contacting support@zingperformance.com.

4.3 CereFit Program:

The CereFit Program consists of bespoke daily coordinative exercises and an optional, purchasable add-on for EMDR-PEP sessions. This is provided to you through an exercise application for a period of 90 days. After this time a low monthly reoccurring fee will be offered for continued access to the program until

cancelled. The monthly recurring fee can be cancelled at any point by contacting support@zingperformance.com.

Suitability of Use

It is important you understand, agree, and acknowledge that this is a self-guided process and that you take full responsibility for your suitability for this and for any support that you may need during the process. Please note that it is not recommended to use Self-EMDR with A CURRENT OR RECENT EPISODE OF CLINICAL DEPRESSION, SUICIDALITY, PSYCHOSIS, BIPOLAR DISORDER, SCHIZOAFFECTIVE OR DISSOCIATIVE DISORDERS, BORDERLINE PERSONALITY DISORDER, OR UNSTABLE SUBSTANCE ABUSE. These conditions require treatment supervised by an appropriately qualified mental health specialist.

4.4 The Hallowell Brain Health Program:

The program comprises of bespoke coordination exercises which are provided to you through an exercise application. Plus access to book coaching sessions with a Hallowell-trained coach covering a period of 90 days. After this time a low monthly reoccurring fee will be offered for continued access to the program until cancelled. The monthly recurring fee can be cancelled at any point by contacting support@zingperformance.com.

4.5 VAST Jr Programme:

The VAST Jr programme consists of structured coordination exercises, assessments and associated support services designed for children, delivered through the VAST Jr application.

The programme may be offered through fixed-duration packages, instalment payment arrangements or recurring subscriptions. The duration of access, fees, payment schedule and services included will be clearly presented at the point of purchase.

Where an instalment payment option is selected, the instalments represent payments towards the total programme fee and do not constitute a recurring subscription.

At the end of a fixed-duration programme, the purchaser may be offered the opportunity to purchase a further programme or subscribe to ongoing services. No additional programme or subscription will be activated automatically without the purchaser's agreement.

Any recurring subscription must be actively selected by the purchaser, with the applicable payment and cancellation arrangements explained before purchase.

5. How we use your personal information

We use your personal information, including any health-related data you choose to share through optional wearable integrations, in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important

information about how and why we process your data, your rights, and how you can withdraw consent.

Where Services are provided to children, we may process personal information relating to the child, including account information, programme participation, assessment results and exercise activity.

Such information will be processed in accordance with our Privacy Policy, which explains how and why personal information is used and the rights of individuals.

6. **Making a Purchase**

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

Where Services are intended for use by children, purchases must be made by a parent, legal guardian or other adult authorised to purchase the programme on the child's behalf.

By purchasing such Services, you confirm that you are authorised to arrange the child's participation and agree to these Terms as the purchaser.

7. **How the contract is formed between you and us**

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

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

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

7.4 The programme or package purchased, total price, payment schedule, duration of access and any applicable recurring payment arrangements will be displayed at checkout and confirmed in the Purchase Confirmation.

Where additional programme periods or subscriptions are offered, these will require a separate purchase or agreement unless an automatic renewal arrangement has been expressly agreed at the point of purchase..

8. **Our right to vary these Terms**

8.1 We amend these Terms from time to time. Please look at the top section of this page to see when these Terms were last updated.

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

(a) changes in relevant laws and regulatory requirements and

OR

(b) our marketing policy and/or corporate structure from time to time.

9. **The Refund and Money Back Guarantee**

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

9.2 CereSkills / CereFit Programs - If after 90 days from the date of Purchase Confirmation, having shown compliance to the Program and no demonstrable progress has been made, then you may request a refund of the Program fee in full. This request must be submitted within 30 days, (120 days from the date of Purchase Confirmation).

9.3 CereMind Program - If after 30 days from the date of Purchase Confirmation, having shown compliance to the Program, attended your guided coaching sessions and no demonstrable progress has been made, you may request a refund of the Program fee in full. This request must be submitted within 30 days, (60 days from the date of Purchase Confirmation).

9.4 Hallowell Brain Health Program - If after 30 days from the date of Purchase Confirmation, having shown compliance to the Program and your Hallowell coaching sessions, no demonstrable progress has been made, then you may

request a refund of the Program fee in full. This request must be submitted within 30 days, (120 days from the date of Purchase Confirmation).

9.5 If you wish to cancel your contract otherwise than in accordance with 9.1, 9.2, 9.3 or 9.4 you may do so at any time by contacting support@zingperformance.com however in such circumstances you will remain liable for any fees still outstanding for the term of your contract and you will not be entitled to any refund.

9.6 **VAST Jr Programme** – The VAST Jr programme is subject to the applicable statutory cancellation and refund rights. Any additional programme-specific refund arrangements or guarantees will be clearly stated at the point of purchase.

Where an instalment payment option is selected, the instalments form part of the agreed total programme fee. Cancellation of future instalments and any entitlement to a refund will be determined by the applicable statutory rights and the terms agreed at purchase.

9.7 We will refund you on the credit card or debit card used by you to pay. Because you are a consumer, we are under a legal duty to provide services that are in conformity with this Contract. As a consumer, you have legal rights in relation to Services that are not as described. These legal rights are not affected by your right of cancellation and refund in this clause 9 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

10. How to pay

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

10.2 Depending on the programme or package selected, payment may be required in full, through an agreed instalment arrangement or through recurring subscription payments.

The total price, payment amounts, payment frequency and any applicable recurring charges will be displayed before purchase.

Where an instalment arrangement is selected, the purchaser agrees to pay the total programme fee according to the agreed payment schedule.

11. Our liability

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

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

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

(d) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and

(e) defective Services under the Consumer Protection Act 1987.

12. **Events outside our control**

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 12.2

12.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private

telecommunications networks [or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport].

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

(a) we will contact you as soon as reasonably possible to notify you; and

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

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

13. **Communications between us**

13.1 When we refer, in these Terms, to "in writing", this will include e-mail.

13.2 You may contact us as described in clause 1.2.

14. Other important terms

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

14.2 You may not transfer your rights or your obligations under these Terms which are not transferable.

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

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

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

14.6 Please note that these Terms are governed by English law. This means a Contract for the purchase of Services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive

jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.