

Save What Matters™

Terms and Conditions.

Defined Terms.

"Conditions" means these terms and conditions.

"Services" means services displayed for sale and/or use on the Website.

"Users" means the users of the Website collectively.

"Us"/"Our"/"We" means Spare Backup.

"Website" means the website located at www.lloydtsb.com/savewhatmatters or any subsequent URL which may replace it.

"You"/"Your" means a user of the Website.

"Spare Backup" means Spare Backup, Inc. ("SPBU"). SPBU is the owner/operator of online personal computer ("PC") and mobile phone/computing device ("Mobile Client") backup software. Spare Backup is a United States corporation, incorporated in the State of Delaware. Spare Backup main office is located at 72-757 Fred Waring Drive, Palm Desert, CA 92260.

Registration.

You can register for this service by visiting

www.lloydtsb.com/savewhatmatters or by calling **08458 50 50 56**. This service uses your network's data services and this must be enabled on the phone. Please speak to your airtime-provider if you need to set this up. More details can be found in these terms including details of where to find further assistance. Registration may be made by the account holder only and using the mobile number registered for the Mobile Phone Insurance element of this benefits package. The level of service is dependent upon the compatibility of the phone; please contact **08458 50 50 56** with any queries.

What you need to do.

To take advantage of the Save What Matters™ service you are obliged to perform the following:

- Check your phone is compatible by going to www.lloydtsb.com/savewhatmatters or talk to us by calling **08458 50 50 56**
- Register for the Save What Matters™ service (see above).
- We will send you a text message within 24-48 hours with the link to download the Save What Matters™ application; you will also be sent an email with details of how to download and install this application.
- Download, install and activate the application on your phone.
- Initiate your first back up by going to "back up" and initiating manually or via automated back up.
- Go to www.lloydtsb.com/savewhatmatters to check your data and try out the security features.
- Login to your account; your username is the email address you specified during registration.
- Ensure the data held is kept up to date by synchronising the data regularly and checking the results online.

Getting your data back.

In the event of you losing your phone or data, data that has been backed up can be recovered from your Save What Matters™ account to another chosen compatible handset.

To do this you will need to:

- Download, install and activate Save What Matters™ onto your new phone.
- Restore your backed up data with Save What Matters™
- You can back up/restore data to/from your phone either through the phone, or by choosing the appropriate action after logging in to your account online.

Compatibility requirements.

To use Save What Matters™ fully, you will require a smartphone running on one of these platforms:

Android – v1.5 or above.

RIM Blackberry – v4.0 or above.

Windows Mobile – v6.0 or above.

Symbian Series 60, 3rd edition and above.

iPhone v3.0 or above – (cannot back up music or video files).

Other Java-based phones – Capable of running Java applications with at least MIDP2.0 available (Backup and Restore only).

A complete list of supported handsets can be found at

www.lloydstsb.com/savewhatmatters

- **An up-to-date web browser.**

For your security, we recommend that you always use a modern and updated web browser, when accessing your Save What Matters™ account online. The browser should support XHTML, CSS, and JavaScript, and needs to have Cookies and JavaScript enabled to work.

- **Mobile phone Internet connectivity.**

To back up and restore data; your phone must be able to connect to the Internet. To access your Save What Matters™ account from a PC, you also need Internet connectivity and if you have a firewall it should permit HTTP and HTTPS traffic.

If your phone's internet settings are not present, please contact your airtime provider. You are responsible for ensuring that your computer, software and other equipment meet the above requirements.

Price.

Save What Matters™ is provided as part of your Monthly Subscription Fee. To use the service you will incur your standard network data charges.

This Save What Matters™ licence is granted to you for the Software provided by Spare Backup and is limited to a non-exclusive, non-transferable licence to use the Software on a total of no more than three (3) devices.

Limitation of liability.

We will have no liability for the following:

- Incompatibility of the services with any of your equipment, software and telecommunications links.
- Technical problems including errors or interruptions of the services.
- Unsuitability or unreliability of the services.
- Any loss of profits, loss of business, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data, pure economic loss or any consequential losses, indirect, incidental damages, special or punitive damages whatsoever that arise out of or are related to the services.
- Viruses or other computer bugs or malfunctions acquired by you from the use of the services.

Your data.

We will treat all your personal information:

- As confidential and will only disclose the same in the circumstances set out below.
- In accordance with Data Protection legislation from time to time in force in England and Wales.

When you use the services, we will ask you to input personal details in order for us to identify you, such as your mobile phone number. We confirm that this information will be held by us in accordance with the registration we have with the Information Commissioner's Office, and collected lawfully in accordance to the Data Protection Act 1998 and all applicable data protection laws. We will use your personal information to administer the Save What Matters™ service and for statistical purposes to improve the service to you.

If we transfer your information to a person, office, branch, organisation, service provider or agent in another country, we will make sure that they agree to apply the same levels of protection as we are required to apply to information held in the UK and to use your information only for the purposes that we have permitted.

If you have any specific concerns or requests in respect of your data, you may raise a support request with us at www.loydstsb.com/savewhatmatters You are liable for all your actions on the website and the actions that occur through the use of your log-in details.

You should be aware that if the police or any other regulatory authority investigating suspected illegal activities request us to provide your personal information, we are entitled to do so.

Monitoring.

We have the right, but not the obligation, to monitor any activity and content associated with the Website.

We may investigate any reported violation of these Conditions or complaints and take any action that We deem appropriate (which may include, but is not limited to, issuing warnings, suspending or terminating service, denying access and/or removing any materials from the Website).

Our Rights.

We reserve the right to modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or change these Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change.

It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website.

We reserve the right to withdraw any advertisement, reference or link to any third party product or website contained on this Website at any time.

Intellectual Property Rights.

We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You are permitted to use this material only as expressly authorised by us or our licensors.

You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only.

Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

Software Licence.

The Software and Services are licensed, not sold, to you. Your licence of the Software and Services that you obtain from Spare Backup is subject to the Scope of Licence set forth below, and you agree that those terms will apply to each Software and Service that you license. You acknowledge that the licence(s) you purchase are subject to the Agreement.

Scope of Licence. This licence granted to you for the Software by Spare Backup is limited to a non-exclusive, non-transferable licence to use the Software on a total of no more than two (2) devices that you own or control and as permitted by the Usage Rules set forth below (the "Usage Rules") and to use the Services for your own, non-commercial purposes in accordance with these Terms and Conditions. This licence does not allow you to use the Software on any Device that you do not own or control, and you may not distribute or make the Software available over a network where it could be used by more than one Device at the same time.

In order to use the Services, you will be required to download certain enabling Software, which may include certain third party software. Spare Backup grants to you a non-exclusive, non-transferable licence to install and use the Software solely for your use of the Services. In addition, you agree to comply with any applicable third party's licence terms with respect to any required third party software. Except as expressly permitted by applicable law, the Software may only be reproduced, installed and used on the number of computers and clients for which you are licensed and for which you have paid, as set forth in these Terms and Conditions.

You may make one (1) copy of the Software for backup purposes; otherwise, you may not reproduce any part of the Software. Except as expressly permitted by applicable law, you shall not:

- 1) cause or permit any reverse engineering, decompilation, modification, adaptation, translation, attempt to derive source code or disassembly of the Software, or create any derivative works based on the Software or Services;
- 2) sell, rent, lease, timeshare, lend, sublicense, distribute, assign or otherwise transfer any rights in the Software or under the Agreement; or
- 3) disclose results of any benchmark tests of any Software to any third party.

The terms of the licence will govern any upgrades provided by Spare Backup that replace and/or supplement the original Software, unless such upgrade is accompanied by a separate licence in which case the terms of that licence will govern.

Server Space and Personal Media.

Upon registering for the Services, your account will be provisioned with dedicated space on a server where you may store your media and/or information regarding your rights to media ("Personal Server Space"). The CM Tools will catalogue unidentified media as your personal media ("Personal Media"). You acknowledge that by using the Services you are directing Spare Backup to upload and store your Personal Media stored in your Personal Server Space. Spare Backup does not represent or guarantee the Services will successfully upload or support your Personal Media.

In using the Services and your Personal Server Space, you agree not to engage in any of the following prohibited activities:

- i) copying, distributing, or disclosing any part of the Software or Services in any medium, including without limitation by any automated or non-automated "scraping";
- ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to the servers than a human can reasonably produce in the same period of time by using a conventional online web browser;
- iii) transmitting spam, chain letters, or other unsolicited email;
- iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Services;

- v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on Spare Backup's infrastructure;
- vii) uploading invalid data, viruses, worms, or other software agents through the Services;
- viii) collecting or harvesting any personally identifiable information, including account names, from the Services;
- viii) using the Services for any commercial solicitation purposes;
- ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- x) interfering with the proper working of the Services;
- xi) accessing any content on the Services through any technology or means other than those provided or authorised by the Service; or
- xiii) bypassing the measures Spare Backup may use to prevent or restrict access to the Services, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.

You may not store Personal Media on your Personal Server Space that:

- i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
- ii) may create a risk of any other loss or damage to any person or property;
- iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- iv) may constitute or contribute to a crime or tort;
- v) contains any information or content that Spare Backup deems to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, profane, or otherwise objectionable;
- vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets);

- vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or
- viii) contains any information or content that you know is not correct and current. Any Personal Media on your Personal Server Space shall not violate third-party rights of any kind, including without limitation any intellectual property rights or rights of publicity and privacy. Spare Backup reserves the right, but is not obligated, to reject and/or remove any Personal Media that Spare Backup believes, in its sole discretion, violates these provisions.

Important Information.

Charges may be made to you by your airtime provider for the data costs involved in backing up your data.

The data provided by you at the time of registration will be used to administer these services. It is your responsibility to provide up-to-date details where we can contact you and that you keep these current during the duration of the service.

You are liable for all your actions and actions that occur through the use of your card details either online or via any other medium. We may access your data, upon your request, to administer your account. You are responsible for ensuring that the computer accessing any websites has the appropriate security software installed.

By using this service you accept the terms of the Privacy Policy and Terms of Business. Further details can be found by visiting www.loydstsb.com/savewhatmatters. If you encounter any difficulties please visit www.loydstsb.com/savewhatmatters for full details of how to use Save What Matters.™

A list of currently compatible handsets is also available at www.loydstsb.com/savewhatmatters. Lifestyle Services Group Limited has made every effort to ensure the system is accessible and secure at all times, Lifestyle Services Group Limited accepts no liability for the loss of data or any subsequent failure to restore that data where the failure is through no fault of Lifestyle Services Group Limited. We will however make all reasonable efforts as required by law and this service offer to assist you in the back-up, protection and restoration of your valuable data.