

GENERAL TERMS AND CONDITIONS FOR CASHBACK WORLD MEMBERS

Version: October 2019

Preamble

- A. MWM myWorld Malaysia Sdn. Bhd. (hereinafter referred to as "**myWorld**") a company registered at Menara Maxis, 13th Floor, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia with Company Registration Number 1333550-A of the Company Commission of Malaysia, operates a shopping community that enables participants (hereinafter referred to as "**Members**") to receive Shopping Benefits (hereinafter referred to as the "**Cashback World Program**") by purchasing goods and services from Loyalty Merchants of *myWorld* (hereinafter referred to as "**Loyalty Merchants**").
- B. For a better understanding, a glossary of the terms used herein can be found at the end of these General Terms and Conditions in **Annex 1**. The terms used in sections 1 to 16 shall govern these General Terms and Conditions.
- myWorld only accepts these General Terms and Conditions. Any other Terms and Conditions from business partners, other third parties, or members are not part of the contractual relationship and are expressly rejected hereby.

1. Object of the agreement

- 1.1 The goods and services obtained by the *Member* from *Loyalty Merchants* (hereinafter referred to as "**Purchases**") shall be recorded in the *Cashback World Program*. The following options are available to the *Member* to record purchases to use the benefits of the *Cashback World Program*: *Cashback Card* and the use of online channels offered by *myWorld* for purchases in online shops of *Loyalty Merchants*. These options for recording purchases are described in greater detail in section 4.3.
- 1.2 According to these General Terms and Conditions, the *Member* shall be entitled to participate in the *Cashback World Program* and to receive *Shopping Benefits*.

2. Basis for the agreement

- 2.1 The applicant sends the application form to *myWorld*. Upon acceptance of the registration application by *myWorld*, the applicant shall become a *Member* of *myWorld* and will receive a personal, non-transferable Membership ID (hereinafter referred to as "**Member ID**"). This entitles the *Member* to participate in the *Cashback World Program* (and does not constitute an association membership, see further Clause 16.2). The decision about the acceptance of the application rests with *myWorld* solely and applications can be rejected without giving reasons. The applicant does not have any inherent right to become a *Member*.
- 2.2 The registration flyer provided by *myWorld*, online registration, or registration on the premises of one of the *Loyalty Merchants* are the options available to the *Member* to serve as offer to contract with *myWorld*, and to serve as application form. *myWorld* has the right to anytime provide any other means to become a *Member* or to change or delete the existing means.
- 2.3 The *Member* declares that his/her statements to *myWorld* are correct and indemnifies and holds *myWorld* harmless in the event of culpable, untruthful statements. The *Member* hereby agrees to reimburse *myWorld* for any direct or indirect damages arising out of or in connection with wrong information given by the *Member*. The *Member* undertakes to inform *myWorld* immediately of any changes to his/her personal data (in particular the residential address, e-mail address, bank details, telephone number, etc.) provided during registration.
- 2.4 Only one registration (i.e. one *Member ID*) is allowed at a time for each natural person or legal entity. The home or business address (registered office) of the *Member* must be stated in the registration. Multiple registrations made to obtain unjustified *Shopping Benefits* shall entitle *myWorld* to immediately terminate the contractual relationship for good cause and to withdraw the *Shopping Benefits* obtained in this manner. In the event of multiple registrations, the *Member ID* last registered shall be deleted. Any *Shopping Benefits* obtained by means of multiple registrations shall be forfeited with immediate effect.

3. Legal relationship

- 3.1 Nothing in any agreement between a *Member* and *myWorld* shall render a *Member* an employee, servant, worker, agent, shareholder or partner of *myWorld* nor shall any *Member* hold himself out as such. Participation in the *Cashback World Program* is based exclusively on an autonomous and sovereign action, legally independent of *myWorld*.
- 3.2 The *Member* shall be entitled only to *Shopping Benefits*. The *Member* shall not be entitled to any additional remuneration for his/her work. The *Member* shall not be entitled to any reimbursement of expenses. This shall apply especially in the event that the *Member* recommends the *Cashback World Program* to another.
- 3.3 The *Member* is not authorised to represent *myWorld*, and is especially not authorised to make or receive statements to or from other *Members* with respect to the *Cashback World Program*. The *Member* is not authorised to accept cash or any other benefits or to collect payments on behalf of *myWorld* (debt collection). A violation of this section 3.3 shall entitle *myWorld* to terminate the contractual relationship for good cause with immediate effect.
- 3.4 Without the prior written consent of *myWorld*, the *Member* is not authorised:
- (a) to use logos, slogans, trademarks, claims, domains, other symbols, or the like of *myWorld* or *Loyalty Merchants*;

- (b) to create business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, brochures, websites, promotional material, direct mail, mailings, homepages, or the like with reference to or mention of *myWorld* or the *Cashback World Program* in written or electronic form, or otherwise disseminate or publish the same (e.g. on websites such as YouTube or Facebook);
- (c) to conduct meetings such as information sessions, events, workshops, seminars, etc. with reference to and with mention of *myWorld* or the *Cashback World Program*; or
- (d) to recruit retailers, wholesalers, or other distributors and companies offering goods or services to end users, including petrol stations, franchisees, and department stores, as *Loyalty Merchants* or *Members*, to conduct negotiations or initial discussions, or to engage in any type of recruitment activity to attract such businesses, especially not on or near the premises of the company.

4. **Cashback World Program**

- 4.1 By purchasing from *Loyalty Merchants*, the *Member* acquires *Shopping Benefits* according to these General Terms and Conditions, namely *Cashback* and *Shopping Points*. The *Shopping Benefits* and their requirements are described in greater detail in section 6.
- 4.2 In order to be able to offer *Shopping Benefits* to its *Members* for their purchases, *myWorld* enters into agreements with *Loyalty Merchants*. The current *Loyalty Merchants*, including the respective *Shopping Benefits* granted, are available online at www.cashbackworld.com.
- 4.3 The *Member* can use one of the follow methods to record his *Purchase*:
 - 4.3.1 The *Cashback Card* is available as a paper, plastic, or virtual (online) card. It is not a means of payment, but serves solely to record the purchasing data.
 - 4.3.2 When shopping online, the *Member*
 - (a) can use his/her login details to log in at www.cashbackworld.com and select the online shop of the desired *Loyalty Merchants* or
 - (b) go to the online shop via another online channel offered by *myWorld* to register the purchase and immediately make purchases in the online shop of the *Loyalty Merchants*. The purchase can be recorded only if the *Member's* system allows cookies during the purchasing transaction and does not use ad blockers or script blockers. For more detailed rules concerning online shopping, please refer to section 5.
- 4.4 Under the circumstances of sections 4.3.1 and 4.3.2, the *Loyalty Merchants* transmits the recorded purchasing or accounting data to *myWorld* to calculate the resulting *Shopping Benefits*.

5. **Online shopping**

- 5.1 *Members* should refer to the FAQ section of www.cashbackworld.com for information regarding online shopping.
- 5.2 According to section 6.4, in order for *Shopping Benefits* from purchases made by means of online shopping to be credited, the cooling off period must have lapsed and the *Member* must not have cancelled the purchase during the cooling off period.
- 5.3 A member shall be entitled only to *Shopping Benefits* for those purchases from the online shops of *Loyalty Merchants* that are listed for the jurisdiction where the residential or business address of the *Member* (as per the registration) is located according to www.cashbackworld.com.
- 5.4 *myWorld* has no influence on the design of the (linked) online shops of *Loyalty Merchants* and is not responsible for them. If any content on the linked websites is illegal or otherwise offensive to common decency, *myWorld* expressly distances itself from the same.

6. **Shopping Benefits from the Cashback World Program**

- 6.1 Purchases by the *Member* that have been entered in the *Cashback World Program* enable the *Member* to enjoy *Shopping Benefits*. *Shopping Benefits* are based on the contractually agreed conditions between *myWorld* and the respective *Loyalty Merchants* and therefore vary depending on the *Loyalty Merchants*, the business sector, and the jurisdiction. These benefits may be changed from time to time without prior announcement. The *Shopping Benefits* consist of *Cashback* (section 6.1.1), and for purchases from some *Loyalty Merchants*, *Shopping Points* as well (section 6.1.2).
 - 6.1.1 **Cashback:** For purchases that have been posted in the *Cashback World Program*, the *Member* shall receive up to 5% *Cashback*, with a higher percentage being granted in some individual cases. The *Cashback* percentage of the respective *Loyalty Merchant* indicated in www.cashbackworld.com shall apply. *Cashback* payments shall be made pursuant to sections 6.4 to 6.6.
 - 6.1.2 **Shopping Points:** For purchases that have been posted in the *Cashback World Program* and transacted with *Loyalty Merchants* that award *Shopping Points* for the same, the *Member* shall receive *Shopping Points*. *Shopping Points* can be redeemed by the *Member* to obtain a discount for purchases as part of special promotions identified in www.cashbackworld.com. More specific details are described in section 7.

- 6.2** *myWorld* reserves the right to depart from the principles laid down here as part of special promotions. *myWorld* is interested in offering its *Members* the greatest possible selection of shopping opportunities with *Loyalty Merchants* whilst organising substantial discounts with *Loyalty merchants* in order to offer substantial benefits to the *Members*. If differing conditions are agreed with a *Loyalty Merchant* in the form of special promotions (as may be the case with atypical purchases such as mobile phone contracts or travel arrangements), *myWorld* will refer to this separately in the merchant detail page at www.cashbackworld.com (see section 6.3 below.)
- 6.3** The respective benefits granted are listed at www.cashbackworld.com. The *Member* is advised to check the Cashback World website regularly for the status of the conditions for the respective *Loyalty Merchant*. *myWorld* shall be entitled to change the *Shopping Benefits* granted for individual *Loyalty Merchants* with a notification period of two weeks, provided and to the extent that the conditions agreed with the *Loyalty Merchant* change. The conditions that applied at the time that the *Member* paid the purchase in full shall be used to calculate the *Shopping Benefits* due to the *Member*.
- 6.4** In order for *Shopping Benefits* to be credited, the purchase must be fully paid by the *Member* and the purchase contract was not cancelled during the cooling off period. If these requirements are satisfied, the *Loyalty Merchant* will confirm and report the purchase to *myWorld*. *Shopping Benefits* from purchases made that have been reported to *myWorld* by 11:00 p.m. Sunday by the *Loyalty Merchant* will be credited to the *Shopping (Shopping Benefits)*. *myWorld* obligates the *Loyalty Merchants* to report no later than within three months from the date on which the requirements according to clause 1 of this section 6.4 are satisfied. A pay-out of the *Shopping Benefits* to the *Member* shall be possible only after the *Loyalty Merchant* has reported them to *myWorld*.
- 6.5** *myWorld* transfers credits from *Cashback* on a weekly basis to the bank account stipulated by the *Member* when they amount to at least MYR 15. The entitlement to receive a pay-out of the *Cashback* shall lapse if the amount of MYR 15 is not reached within three years of the occurrence of the *Cashback*. After the amount of MYR 15 has been reached, the credit shall expire within 6 months, if the *Member* has not presented the bank details to *myWorld* for payment. At the time that the right of pay-out accrues, the *Member* will again be informed explicitly by e-mail or by post of the need to provide the bank details and of the consequences of a possible forfeiture.
- 6.6** If the *Member* makes purchases from *Loyalty Merchants* abroad (locally or online), the *Cashback* might first be shown in the payout account in the respective foreign currency. Upon confirmation of the purchase by the *Loyalty Merchant*, the amount in the *Logged-in Member Area* of the respective *Member* will be converted automatically to the national currency of the *Member*. Section 5.3 shall remain unchanged, i.e. *Shopping Benefits* shall be granted only for purchases abroad that are made through channels (e.g. online shops) that are listed in the Cashback World website for the respective *Member*.

7. Shopping Points

- 7.1** *Members* are credited with a certain number of *Shopping Points* for purchases from *Loyalty Merchants* in the *Cashback World Program* (if offered by them).
- 7.2** The number of *Shopping Points* that are credited depends on the *Purchase Amount* as well as the conditions agreed with the respective *Loyalty Merchant*. As a basis for the calculation, *myWorld* shows the number of *Shopping Points* that the respective *Loyalty Merchant* awards for a purchase price of MYR 460 on the merchant detail page at www.cashbackworld.com
- 7.3** *Shopping Points* have no fixed face value. Rather, their value is based on the scope of the discount granted by the respective *Loyalty Merchant* when the *Shopping Points* are redeemed. *Shopping Points* have no cash value and cannot be transferred to other persons against payment. *Shopping Points*, however, may be given to other *Members* as a gift.
- 7.4** The accumulated *Shopping Points* are credited to the *Member* and can be tracked in the *Logged-in Member Area*. The *Member* may redeem them to obtain a discount for purchases as part of certain promotions presented at www.cashbackworld.com. *Shopping Points* may be redeemed only in the number specified for the respective purchase.
- 7.5** *Shopping Benefits* are also granted by *myWorld* for purchases for which the *Member* redeems *Shopping Points*. In this case, the amount of the *Shopping Benefits* is calculated based on the *Purchase Amount* remaining after deduction of the discount granted for the redemption of the *Shopping Points*.
- 7.6** *Shopping Points* shall expire after three years. The three-year period shall begin at the end of the year in which the *Shopping Points* were accrued.

8. Personal Member Area

- 8.1** *myWorld* provides each *Member* with a *Personal Member Area* free of charge at www.cashbackworld.com (login area) where purchases that have been made and information about *Shopping Benefits* from the *Cashback World Program* can be viewed, as well as the personal information, at any time after a user name and password are entered. *myWorld* shall not be liable for any unavailability of the Cashback World websites and the login area at www.cashbackworld.com except as specified in section 12.
- 8.2** The login details for the use of the *Personal Member Area* (user name, password, and PIN) are to be kept safe and handled by the *Member* as strictly confidential. The *Member's* user name and password must never be made available to third parties under any circumstances. The personal settings can be changed at any time by the *Member* at www.cashbackworld.com (login area).
- 8.3** The *Member* undertakes to notify *myWorld* immediately of any misuse of his/her *online login details*. Following the immediate blocking of his/her access, the *Member* will in turn receive changed login details via SMS, e-mail, or by post. *myWorld* shall not be liable for any damage caused to the *Member* as a result of improper use except as specified in section 12.

9. Change or assignment of the *Recommender*

Members who have not made purchases from *Loyalty Merchants* for a period of six months may change or be assigned to any existing *Recommender* by naming another *Member* as a *Recommender* with his/her consent to *myWorld*.

10. Data protection

10.1 To the extent that it is required to operate the *Cashback World Program*, i.e. to calculate the *Shopping Benefits*, *myWorld*, being responsible for data protection, collects, stores, and processes personal data such as data on the purchasing behaviour and purchases of the *Members*. If the *Member* gives his/her consent, *myWorld* also uses the *Members'* data to send them personalised information about offers and products of *myWorld* and its *Loyalty Merchants*.

10.2 All enquiries by the *Member* regarding information, changes, misleading or deletion or inaccuracies of personal data can be addressed directly to *myWorld* (MWM *myWorld* Malaysia Sdn. Bhd. Menara Maxis, 13th Floor, Kuala Lumpur City Centre, 50088 Kuala Lumpur, Malaysia) for the purpose of accessing or correcting the personal data .

The provision and storage of personal data can be revoked by the *Member* anytime, and the *Member* can always request information about his stored personal data and require the deletion of such personal data.

myWorld will store the personal data only as long as necessary for the purpose of fulfilling the *Cashback World Program* and the personal data will automatically be deleted thereafter.

10.3 Further data protection regulations relevant to the use of the *Cashback World* website may be found in the *Privacy Policy* at www.cashbackworld.com.

10.4 *myWorld* uses internationally recognised security technologies to protect *Members'* data against unauthorised access. *myWorld* shall not be liable for security of the data transmitted via the Internet except as specified in section 12.

11. Disruption to Service

11.1 The scope of services of *myWorld* is limited to the implementation of the *Cashback World Program* as described in these General Terms and Conditions.

11.2 The rights and obligations with respect to purchases made by the *Member* from *Loyalty Merchants* are solely those of the respective *Loyalty Merchants*. Thus, *myWorld* does not assume any warranty or liability for performance obligations of the *Loyalty Merchants*, especially in the event of any non-performance or inadequate performance by the *Loyalty Merchant*.

12. Liability

12.1 *myWorld* shall be liable without limitation for damages that are due to a deliberate or grossly negligent breach of duty by *myWorld*.

12.2 For damages due to simple negligent breach of duties that are fundamental for the reasonable and proper execution of the contract, the liability of *myWorld* shall be limited to typical and foreseeable damage, excluding indirect damages.

12.3 Other claims for damages shall be excluded, subject to the following section 12.5. This shall apply especially if *myWorld* is not at fault, for example, but not limited to:

- (a) in the event of interruptions to the availability of the *Member's* access to the Internet,
- (b) other technical and electronic errors (i) during data communication via the Internet and (ii) when using the *myWorld* Internet portal, *myWorld* SMS service, and *myWorld* applications for mobile devices, provided these errors are not attributable to *myWorld*,
- (c) technical and electronic errors not attributable to *myWorld* that prevent the recording of purchases made in the *Cashback World Program* (in particular, any tracking failures and resulting data losses),
- (d) the unavailability of mobile networks or terminals and
- (e) the failure of mobile devices of the *Member* to function properly.

12.4 The above limitations or exclusions shall also apply to the personal liability of the employees, legal representatives, and vicarious agents of *myWorld*.

12.5 The limitations and exclusions of liability as specified in section 12 of this document shall not affect the liability of *myWorld* according to the mandatory statutory provisions of Malaysian law.

13. Costs

13.1 Registration and participation in the *Cashback World Program* are free for the *Member*.

13.2 The *Cashback Card* is free of charge for the *Member* as part of the registration.

14. Termination of the contractual relationship by the *Member*

14.1 The *Member* shall have the right to terminate the contractual relationship with *myWorld* at any time by means of a written statement, sent via registered mail to the address above. Furthermore, the *Member* shall not be required to make purchases or perform any other activities as part of the current ongoing contractual relationship.

14.2 Upon termination of the contract, the *Member* shall be entitled only to those cash benefits from the *Cashback World Program* for which a basis had already been established at the time the contract was terminated, i.e. if the purchase qualifying for *Cashback* had already been made at the time the contract was terminated. Any *Shopping Points* accumulated up to this point shall basically expire with the termination of the contractual relationship. However, if the *Member* terminates the contract for good cause, he/she may redeem the *Shopping Points* acquired within a period of eight weeks after termination of the contract as described in section 7.

15. Termination of the contractual relationship by *myWorld*

15.1 The contractual relationship may be terminated by *myWorld* with a notice period of 30 days without giving reason, or with immediate effect for good cause. Such reasons that might lead to an immediate termination may include, but are not limited to the breach of material contractual obligations, causing substantial damage to the economic interests or reputation of *myWorld* or of the respective *Loyalty Merchant*. The essential contractual obligations of the *Member* include the obligations according to sections 2.3, 2.4, 3.3, and 3.4.

15.2 The *Member* shall indemnify and hold *myWorld* harmless in the event of culpable breach of contract. The *Member* shall reimburse and hold *myWorld* harmless against any costs of a defence against such claims by third parties. Furthermore, *myWorld* shall have the right to bring a claim against the *Member* for damages incurred by *myWorld* as a result of the breach of contract by the *Member*, including legal costs.

15.3 Upon cessation of the contract, the *Member* shall be entitled only to those cash benefits from the *Cashback World Program* for which a basis had already been established at the time the contract was terminated, i.e. if the purchase qualifying for *Cashback* had already been made at the time when the notice of termination was effected.

15.4 If *myWorld* terminates the contractual relationship without notice for good cause not culpably caused by the *Member*, the *Member* shall be able to redeem his/her *Shopping Points* acquired up to that time within a period of 8 weeks after termination of the contract according to section 7. Otherwise, the *Shopping Points* acquired shall expire upon termination of the contract.

16. General conditions

16.1 The *Member* may not assign his/her claims against *myWorld* (or all the rights resulting from his/her participation in the *Cashback World Program*) or use them as security without prior written consent of *myWorld*.

16.2 Participation in the *Cashback World Program* represents a mere exchange relationship and therefore does not constitute a legal corporate association between the *Member* and *myWorld*, in particular, there is no membership in an association.

16.3 In certain individual cases, individual agreements may take precedence over these General Terms and Conditions. The contents of such agreements shall be governed by a written contract or written confirmation by *myWorld*. It is presumed that the parties have not made any verbal agreements. Moreover, *myWorld* shall be entitled to send contract declarations and information required for the execution of the contract via SMS or e-mail to the *Member*, provided that the *Member* has specified the corresponding contact data and does not object to the same.

16.4 Changes to these General Terms and Conditions and other contractual agreements between the *Member* and *myWorld* communicated in text form (Email is sufficient) to the *Member* shall be deemed to be accepted by the *Member* if the *Member* does not object to their applicability within 30 days of receipt of the notification of change. At the beginning of this time period, *myWorld* shall especially point out to the *Member* that his/her consent to the communicated changes to the General Terms and Conditions shall be deemed to be given if he/she does not object in text form to their applicability within the time period established. The changes to the General Terms and Conditions shall be deemed to be accepted by the *Member* only if this notice has actually been given.

16.5 Insofar as gender-specific designations are used in the contents of the agreement, they refer to both female and male persons as well as to legal persons.

16.6 Should any provisions of the basis for this agreement be or become totally or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.

16.7 These Terms and Conditions as well as the entire contractual relationship between the *Member* and *myWorld* shall be governed by, and construed in accordance with, the laws of Malaysia. The United Nations Convention on Contracts (CISG) for the International Sale of Goods does not apply. *Members* agree to submit to the exclusive jurisdiction of the courts in Malaysia, in the event of any dispute.

16.8 Registration and participation in the *Cashback World Program* are permitted from the age of 18 years. The written consent of the legal representative is required until the age of majority is reached.

16.9 The member undertakes to bear all duties, fees, taxes, etc. incurred by the *Member* receiving the *Shopping Benefits* himself/herself.

17. **Disclaimer**

17.1 This document was originally prepared in English. Should there be any discrepancy between the English and Malay versions, the English version shall prevail.

Annex 1
Glossary

“**Cashback**” is a Member Benefit described in greater detail in section 6.1.1.

“**Cashback Card**” is a plastic, paper, or virtual card (retrievable via a mobile app), that serves to record Member purchases from Loyalty Merchants in the *Cashback World Program*. It is not a means of payment.

“**Recommender**” is a Member (*Loyalty Merchants*, cooperation partner, etc.) that has referred another Member or that is listed in *myWorld* under one of the requirements of section 9 as the *Recommender* of the respective Member.

“**Registration flyer**” is the document that has to be completed, signed, and sent to *myWorld* in the case of an offline registration, in order to submit a binding offer to *myWorld* to establish a membership.

“**Cashback World Program**” is the shopping community operated by *myWorld*, that enables a Member to receive *Shopping Benefits* in the *Cashback World Program* when purchasing goods and services from *Loyalty Merchants*.

“**Members**” are all persons who have entered into a contract with *myWorld* to establish membership in *myWorld* according to these General Terms and Conditions, for as long as this contract exists, i.e. has not ended through its termination by one of the contracting parties.

“**Member ID**” is a unique number allocated by *myWorld* that serves to identify the Member and to record purchases made from *Loyalty Merchants*.

“**Shopping Benefits**” are all benefits which the Member receives by making purchases from Loyalty Merchants in the *Cashback World Program*. Benefits in this sense are Cashback as well as Shopping Points.

“**Loyalty Merchants**” are companies that have a contractual relationship with *myWorld* and from which members can obtain *Shopping Benefits* from the *Cashback World Program* by purchasing goods and services.

“**Logged-in Member Area**” is the login area of the respective member on the Cashback World website (www.cashbackworld.com), which is described in greater detail in section 8.

“**Shopping Points**” are the Member Benefit described in greater detail in section 7.