

# General Business Terms and Conditions for myWorld Members

Version: January 2021

## Preamble

- A. myWorld International Limited, a company registered at 40 Bank Street, London E14 5NR, United Kingdom, operates worldwide a Benefit Program ("**Benefit Program**") which enables participating customers ("**Members**") to receive benefits ("**Benefits**") by purchasing goods, services, travels, etc. ("**Purchases**") at *myWorld* online-platform, online Loyalty Merchants and local Loyalty Merchants (together "**myWorld and Loyalty Merchants**"). myWorld International Limited uses in the countries its respective subsidiary company or appropriate cooperation partners for processing and conducting the *Benefit Program*.
- B. In the United States, *Members* are registered with myWorld America Inc., a company registered at 450 East Las Olas Boulevard, Suite 700, Fort Lauderdale, Florida 33301 with Company Registration Number: 6483449 ("**myWorld**") enabling them to purchase goods, services, travels, etc. from *myWorld* and *Loyalty Merchants*, and, thereby, to generate *Benefits* in the *Benefit Program*.
- C. Any term or condition that appears in the General Business Terms and Conditions can be found at the end of the General Business Terms and Conditions in Appendix 1. The terms in in these General Business Terms and Conditions are binding.

## 1. Object of the Contract

In accordance with the General Business Terms and Conditions, a *Member* is entitled to participate in the *Benefit Program* and to receive the associated *Benefits*. *Members* can purchase at *myWorld* and *Loyalty Merchants*. Registration and participation in the *Benefit Program* is free of charge for the *Member*.

## 2. Basis of the Contract

- 2.1 By registering, you become a *Member* of *myWorld* and receive a personal, non-transferable identification number ("**Member ID**"). This entitles you to participate in the *Benefit Program*.
- 2.2 A *Member* warrants that the information that he has provided to *myWorld* is correct and shall fully indemnify and hold *myWorld* harmless in the event of culpably untruthful information. A *Member* undertakes to inform *myWorld* without undue delay of any changes to the personal data provided at the time of registration (in particular address, e-mail address, bank account details, phone number, etc.).
- 2.3 Each natural person or legal entity is only permitted to register once (i.e. only one *Member ID*). For registration, a *Member* must enter a home or business address (registered office). If a *Member* attempts to register more than once with the aim of obtaining extra *Benefits*, *myWorld* reserves the right to terminate the contractual relationship with good cause and revoke any *Benefits* obtained in this manner. If a *Member* registers more than once, the most recent *Member ID* shall be deleted. Any *Benefits* shall be revoked.

## 3. Benefit Program

- 3.1 By making a *Purchase* from *myWorld* and a *Loyalty Merchant*, a *Member* acquires *Benefits* in accordance with the General Business Terms and Conditions. The *Benefits* and their respective conditions are described in more detail in Clause 5.
- 3.2 To be able to grant *Benefits* to *Members* for their *Purchases*, *myWorld* enters into contracts with *Loyalty Merchants*. Current *Loyalty Merchants* and the associated *Benefits* are listed online at [www.myworld.com](http://www.myworld.com).
- 3.3 The *Member* has the following options for recording his *Purchases*: the *myWorld Card*, the *myWorld* app or in the *Logged-in Member Area* on the *myWorld* website.
- 3.4 The *Loyalty Merchant* sends all *Purchase* and / or billing data to *myWorld* for the calculation of the resulting *Benefits*.

## 4. Online Shopping

- 4.1 The *Member* can log in at [www.myworld.com](http://www.myworld.com) or via the *myWorld* app using his access data and select the desired online shop at *myWorld* or a *Loyalty Merchant* or make the *Purchase* directly from the online shop. The *Purchase* at the online *Loyalty Merchant* can only be recorded the *Member's* system allows cookies during the *Purchase* process and does not use ad blockers or script blockers. *Members* can find out more about *Purchases* from online *Loyalty Merchants* in the FAQs at [www.myworld.com](http://www.myworld.com).
- 4.2 The *Member* is entitled to cancel online *Purchases* or withdraw from the consumer contract without reason within 14 days. Pursuant to Section 5.3, in order for *Benefits* from purchases made by means of online shopping to be credited to the purchasing *Member*, the cancellation period must have elapsed and the *Member* must not have cancelled the purchase.
- 4.3 A *Member* is only entitled to *Benefits* for those *Purchases* in the online shops of *Loyalty Merchants* who are listed according to [www.myworld.com](http://www.myworld.com) for the country where the *Member's* home, delivery or business address is located (according to registration).

4.4 *myWorld* has no influence over the design of the (linked) online shops of *Loyalty Merchants* and is not responsible for these websites in any way. *myWorld* expressly distances itself from any content on these websites that may be illegal or contrary to common decency.

## 5. Benefits

5.1 The respective *Benefits* granted are listed at [www.myworld.com](http://www.myworld.com). A *Member* is advised to check the *myWorld* website on a regular basis for the status of the conditions for the respective *Loyalty Merchant*. *myWorld* reserves the right to change the *Benefits* granted for individual *Loyalty Merchants* at any time. The conditions that applied at the time that the *Member* paid the *Purchase* in full shall be used to calculate the *Benefits* due to the *Member*.

5.2 *myWorld* reserves the right to deviate from the principles set out here in the context of special promotions. *myWorld* is interested in offering its *Members* the greatest possible selection of shopping opportunities at *Loyalty Merchants* and agreeing substantial discounts with the *Loyalty Merchants* in order to offer substantial *Benefits* to the *Members*. If differing conditions are agreed to 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 at [www.myworld.com](http://www.myworld.com).

5.3 In order for *Benefits* to be credited, the *Purchase* must be fully paid by the *Member* and there are no longer any legal rights to cancel the *Purchase* without giving reasons, i.e. in particular, any existing withdrawal period must have expired. If these requirements are met, the *Loyalty Merchant* will confirm and report the *Purchase* to *myWorld*. *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 *Member* (*Benefits*). *myWorld* obligates the *Loyalty Merchants* to report no later than within three months from the date on which the requirements according to this Clause are satisfied. The credit of the *Benefits* to the *Member* shall be possible only after the *Loyalty Merchant* has reported it to *myWorld*.

5.4 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 country currency of the *Member* according to the respective reference rate as published by the Wall Street Journal or other relevant journal for the date the payment is received by the *Loyalty Merchant*. Clause 4.3 shall remain unchanged, i.e. *Benefits* shall be granted only for *Purchases* abroad (for example online *Loyalty Merchants*) that are listed in the *myWorld* website for the respective *Member*.

5.5 The *Benefits* are based on the conditions agreed in the contract between *myWorld* and the respective *Loyalty Merchant* and they can therefore vary. *Benefits* can consist of *Cashback*, *Shopping Points* or other promotions.

5.5.1 *Cashback*: The *Member* can receive *Cashback* for *Purchases* booked in the *Benefit Program*, whereby the respective percentage per product or per *Loyalty Merchant* is shown on [www.myworld.com](http://www.myworld.com). Individual *Purchases* can be excluded from the granting of *Cashback*. The *Cashback* represents a discount on the own *Purchase* and is granted in the form of a purchase credit for further use within the *myWorld* group.

5.5.2 *Shopping Points*: The *Member* can receive *Shopping Points* for *Purchases* booked in the *Benefit Program*, whereby the respective number per product or per *Purchase* at the *Loyalty Merchant* is shown on [www.myworld.com](http://www.myworld.com) and can be tracked by the *Member* in the *Logged-in Member Area*. Individual *Purchases* can be excluded from the granting of *Shopping Points*. The number of *Shopping Points* that are credited depends on the *Purchase* amount as well as the conditions associated 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 USD \$150.00 at [www.myworld.com](http://www.myworld.com). The specified number of *Shopping Points* can be redeemed by the *Member* in the *myWorld* Benefit Lounge. *Shopping Points* have no fixed nominal value. *Shopping Points* cannot be paid out in cash or transferred to another person for a fee. *Shopping Points*, which are collected from 1.1. until 30.06., can be used until 31.12. in the same year, otherwise they will expire. *Shopping Points*, which are collected from 01.07. until 31.12., can be used until 30.06. of the following year, otherwise they will expire.

## 6. Personal Member Area

6.1 *myWorld* will provide each *Member* with his own *Personal Member Area* at [www.myworld.com](http://www.myworld.com) free of charge where *Purchases* that have been made and information about *Benefits* from the *Benefit Program* can be viewed at any time after a username and password are entered. For any unavailability of the *myWorld* websites and the login area at [www.myworld.com](http://www.myworld.com), *myWorld* is only liable in accordance with Clause 10.

6.2 The *Member* must retain securely and confidentially his access data for his *Personal Member Area* (username, password and PIN). Third parties must not be given access to this information. A *Member* is able to amend his personal settings at any time at [www.myworld.com](http://www.myworld.com) (log-in area).

6.3 The *Member* undertakes to notify *myWorld* immediately of any misuse of his online access. Following the immediate blocking of his 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 Clause 10.

## 7. Change or assignment of a Referrer

*Members* can change an existing *Referrer* at any time or have one assigned to them by nominating another *Member* as *Referrer*. The newly-nominated *Referrer* must give his consent to this change or assignment.

## 8. Data Protection

- 8.1 To the extent that it is required to conduct the *Benefit Program*, i.e. to calculate the *Benefits*, *myWorld*, being responsible for data protection, collects, stores, and processes personal data such as data on the purchasing behavior and purchases of the *Members*. If the *Member* gives his/her consent, *myWorld* also uses the *Members'* data to send them personalized information about offers and products of *myWorld* and its *Loyalty Merchants*. Please see the *myWorld* Privacy Policy for more information
- 8.2 All inquiries by the *Member* regarding information, changes, and deletion of personal data can be addressed directly to *myWorld* (*myWorld* America Inc., 450 East Las Olas Boulevard, Suite 700, Fort Lauderdale, Florida, 33301).
- 8.3 Further data protection provisions relevant to the use of the *myWorld* website can be found in the Privacy Policy at [www.myworld.com](http://www.myworld.com).
- 8.4 *myWorld* uses internationally recognized security technologies to protect its *Members'* data against unauthorised access. *myWorld* shall not be liable for the security of data transmitted via the internet except as specified in Section 10.

## 9. Disruption of Service

- 9.1 The scope of services of *myWorld* is limited to the implementation of the *Benefit Program* as described in the General Business Terms and Conditions.
- 9.2 The rights and obligations with respect to *Purchases* made by the *Member* from *Loyalty Merchants* shall apply solely to the *Loyalty Merchants*. Following the conclusion of the contract with the *Loyalty Merchant*, *myWorld* assumes no warranty and shall have no liability for *Loyalty Merchant* service obligations, in particular for possible non-fulfillment or incorrect fulfillment by the *Loyalty Merchant*, shall exist exclusively against the *Loyalty Merchant*.

## 10. Limitations of Liability and Indemnity

- 10.1 For damages due to negligent breach of duties that are fundamental for the reasonable and proper execution of the contract and that the *Member* accordingly trusts to be fulfilled (cardinal obligations), the liability of *myWorld* shall be limited to reasonable and foreseeable damage.
- 10.2 All liability for all other claims for damages are and shall be expressly released by the *Member*. These claims shall include, but not be limited to:
- (a) interruptions to the availability of a *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 *Benefit Program* (in particular, and tracking failures and resulting data losses),
  - (d) the non-availability of mobile networks or terminals,
  - (e) the failure of mobile devices of the *Member* to function properly.

The purchase contract for goods or the contract for services, travels, etc. shall be executed exclusively between the *Member* and the *Loyalty Merchant* concerned.

- 10.3 Insofar as the liability for *myWorld* is limited or excluded, the limitations or exclusions shall also apply to the personal liability of the employees, legal representatives, and vicarious agents of *myWorld*

## 11. Termination of the Contractual Relationship by the *Member*

- 11.1 The *Member* is entitled to end his with contractual relationship with *myWorld* at any time. The contract must be terminated in writing. Furthermore, within the framework of the ongoing contractual relationship, the *Member* is not obliged to make *Purchases* or carry out other activities.
- 11.2 Upon termination of the contract, the *Member* shall be entitled only to those benefits from the *Benefit Program* that were in place at the time of termination, for example 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 automatically 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 (8) weeks after termination of the contract as described in Section 5.

## 12. Termination of the Contractual Relationship by *myWorld*

- 12.1 The contractual relationship may be terminated by *myWorld* with a notice period of 30 days without cause, or for a Material breach with immediate effect. Material breaches shall include but not be limited to, damaging the commercial interests of *myWorld* or any *Loyalty Merchant*, or the violation of a material contractual obligation. Material contractual obligations include the obligations of the Member pursuant to Sections 2.2 and 2.3.
- 12.2 The *Member* hereby releases, indemnifies, and holds *myWorld* harmless from and against any and all liabilities, expenses, and costs, including without limitation, reasonable legal fees and expenses, incurred in connection with any claim or demand arising from, connected with, or relating to the termination of the contractual obligations.
- 12.3 Upon termination of the contractual relationship, the *Member* shall only be entitled to those *Benefits* from the *Benefit Program* for purchases that are in place 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.
- 12.4 If *myWorld* terminates the contractual relationship without notice for any reason, though not culpably caused by the *Member*, the *Member* can still redeem his/her *Shopping Points* acquired up to that time within a period of eight (8) weeks after termination of the contract pursuant to Section 5. Otherwise, the *Shopping Points* acquired shall expire and be forfeited upon termination of the contract.
13. **General Provisions**
- 13.1 The *Member* may not assign or otherwise transfer the rights, benefits, or obligations contained therein without prior written authorization of *myWorld*.
- 13.2 Participation in the *Benefit Program* does not create an employee, agent, or joint venture relationship with *myWorld*.
- 13.3 These General Business Terms and Conditions shall control and act as the final agreement between the *Member* and *myWorld*. Any amendment or modification to these General Terms and Conditions must be in writing and signed by an authorized officer of *myWorld*. No other representations oral or written shall apply as this is a fully integrated agreement. *myWorld* is authorized to contact the *Member* via SMS and/or email regarding the *Benefit Program* and these Terms and Conditions, provided that the *Member* discloses the corresponding contact data and has opted into this form of communication.
- 13.4 Changes to these General Business Terms and Conditions and other contractual agreements between the *Member* and *myWorld* communicated in text form 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 written notification of change. At the beginning of this time period, *myWorld* shall 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.
- 13.5 In this contractual agreement, unless the context otherwise requires, words imparting the singular include the plural and vice versa, and words imparting gender, include all genders. In addition, unless the context otherwise requires, reference to "person" means a natural person, firm, partnership, company, corporation, or other entity of any kind.
- 13.6 Should any provisions of the basis for this agreement be or become totally or partially invalid or unenforceable this shall not affect the validity or the remaining provisions.
- 13.7 THE LAWS OF THE STATE OF FLORIDA, USA, SHALL GOVERN THIS AGREEMENT. ANY DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY before the federal or states courts in Broward County, Florida. Each *Member* hereby irrevocably submits and accepts the original and exclusive jurisdiction of such Courts.
- 13.8 Registration and participation in the *Benefit Program* are permitted from age of 18 years.
- 13.9 The *Member* agrees to abide by all federal, state, county and municipal laws, rules and regulations applicable to activities in connection with the *Benefit Program*, including without limitation consumer protection law advertising and promotions law, tax laws and regulations, and insurance law.

**Appendix 1**  
**Definition of terms**

**"Members"** are all natural persons or legal entities who have entered into a contract with *myWorld* for concluding a membership in accordance with the General Business Terms and Conditions and remains as such until the contract has been terminated.

**"Purchases"** are purchases of goods, services, travels, etc. at *myWorld* and *Loyalty Merchants*.

**"Loyalty Merchants"** are companies that have a contractual relationship with *myWorld* and from whom *Members* can receive *Benefits* in the *Benefit Program* by purchasing goods, services, travels, etc.

**"Benefits"** are all benefits the *Member* receives or is eligible to receive by making a *Purchase* in the *Benefit Program*. *Benefits* in this context can be *Cashback*, *Shopping Points* and other promotions.

**"Benefit Program"** is the program operated by *myWorld* that enables *Members* to receive *Benefits* by purchasing of goods, services, travels, etc. at *myWorld* and *Loyalty Merchants*.

**"myWorld Card"** is available as a plastic card or as a virtual card (online). It is not a means of payment, but only serves to record the purchase data.

**"Member ID"** is a unique number allocated by *myWorld* that serves to identify the *Member* and to record the *Purchases* at *myWorld* and *Loyalty Merchants*.

**"Cashback"** is the *Benefit* described in more detail in Clause 5.

**"Shopping Points"** are the *Benefits* described in more detail in Clause 5.

**"Logged-in Member Area"** or **"Personal Member Area"** is the login area of the respective *Member* described in more detail under Clause 6 on the *myWorld* websites ([www.myworld.com](http://www.myworld.com)).

**"Referrer"** is a *Member* (*Loyalty Merchant*, cooperation partner, etc.) who has referred another *Member* or who is noted by *myWorld* as *Referrer* of the respective *Member* under one of the requirements of Clause 7.