

# GENERAL ORDER CONDITIONS

Version: March 2021

## Preamble

MY WORLD UAE L.L.C, a company registered at Emaar Business Park, Building 4, 4th Floor, P.O. Box 390490, Dubai, UAE, with Company Registration number 817386 operates a benefit program in the United Arab Emirates that enables participants to receive benefits by purchasing goods and services from Loyalty Merchants. Therefore, the contractual partner is MY WORLD UAE L.L.C (hereinafter referred to as “myWorld”). The online store, available under [www.lyconet.com/ae](http://www.lyconet.com/ae), is maintained by myWorld 360 AG as service provider on behalf of myWorld who is the seller of the products offered.

## 1. Contractual partners and object of the agreement

- 1.1 These General Order Conditions (“**Order Conditions**”) shall govern the purchase of products sold by myWorld on the website [www.lyconet.com/ae](http://www.lyconet.com/ae) to the restricted B2B group, defined as authorized self-employed and commercially active cooperation partners (“**Cooperation Partners**”).
- 1.2 Cooperation Partners who are Minor /under the age of 21 shall not register as a User of the website and shall not transact on or use the website [www.lyconet.com/ae](http://www.lyconet.com/ae).
- 1.3 The Cooperation Partner is responsible for maintaining the confidentiality of his account.
- 1.4 myWorld will not trade with or provide any services to OFAC (Office of Foreign Assets Control) and sanctioned countries in accordance with the law of UAE.

## 2. Prices, form of payment, shipping costs, and delivery

- 2.1. The prices listed in [www.lyconet.com/ae](http://www.lyconet.com/ae) are in Emirati Dirham (AED) inclusive of the statutory VAT, but excluding of any applicable shipping costs.
- 2.2. Shipping costs may apply in addition to the prices quoted. The amount of the shipping costs will be calculated in [www.lyconet.com/ae](http://www.lyconet.com/ae) during the order process and communicated to the Cooperation Partner before the order process is completed.
- 2.3. The available payment methods will be shown to the Cooperation Partner in the beginning of the order process. When using credit card payment, currently VISA or MasterCard debit will be accepted for payment.
- 2.4. myWorld uses secure courier service companies (such as Skynet, Parzel, etc.) to ship the orders.
- 2.5. The order will be delivered instantaneously, as it consist of electronic goods and services.“.
- 2.6. The order will either be shipped or collected by the Cooperation Partner from the business premises of MY WORLD UAE L.L.C, Emaar Business Park, Building 4, P.O Box 390490, Dubai, UAE. Delivery to pack stations (parcel stations) is not possible.
- 2.7. Once the payment is made, the confirmation notice will be sent to the Cooperation Partner via email within 24 hours of receipt of payment. A copy of each transaction record (order confirmation and invoice) is sent to the Cooperation Partner via email and also retained in the personal login area of the Cooperation Partner together with the selling terms and conditions.

## 3 Cancellation and Refund policy

- 3.1 Products purchased on [www.lyconet.com/ae](http://www.lyconet.com/ae) cannot be cancelled, returned, nor can payments made be refunded.
- 3.2 The statutory liability for defects remains unaffected. Claims for defects are subject to limitation within one year after the purchase. If in such case refunds are made, this will be done only through the Original Mode of Payment. Please allow for up to 45 days for the refund transfer to be completed.

## 4 Privacy

- 4.1 All credit/debit cards’ details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.
- 4.2 myWorld will not pass any debit/credit card details to third parties.

- 4.3 myWorld takes appropriate steps to ensure data privacy and security including through various hardware and software methodologies. To protect your data, myWorld uses measures that include encryption for data transmission (SSL encryption), firewalls, hacker defence programs, and other state-of-the-art security measures. For e-mail communication, myWorld can only guarantee the security of the data according to the current state of the art. However, myWorld cannot guarantee the security of any information that is disclosed online
- 4.4 myWorld is not responsible for and has no control over the content of third party websites to which it links. If the Cooperation Partner provides any information to such third parties different rules regarding the collection and use of personal information may apply. The Cooperation Partner should contact these entities directly in case of any questions about their use of the information that they collect.
- 4.5 The data privacy policy, terms of use and terms & conditions may be changed or updated occasionally to meet the requirements and standards. As we continue to develop our websites to improve our services, we may need to amend and revise these documents. Should this be the case, we will inform you in advance and ask for your separate approval.

## **5 Governing law and jurisdiction**

- 5.1 These Order Conditions are subject to the substantive law of United Arab Emirates. The United Nations Convention on Contracts for the International Sales of Goods (CISG) does not apply.
- 5.2 Any dispute between myWorld and the Cooperation Partner in connection with or arising out of the existence, validity, interpretation, performance and termination of this agreement, which the parties are unable to resolve amicably within 30 (thirty) days from the notification of the dispute by the demanding party to the other party, shall be finally settled by arbitration in accordance with the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC), by three arbitrators. The Arbitration shall take place in Dubai, United Arab Emirates. The language of the proceedings and awards shall in English.

## **6 General Provisions**

- 6.1 Without prior written approval from myWorld, the Cooperation Partner is not authorised to relinquish, assign or transfer the rights and obligations arising under these Order Conditions to a third party. Upon the death of the Cooperation Partner, any contractual ties between him and the myWorld group shall be transferred to his next of kin in accordance with the relevant inheritance laws.
- 6.2 The right of the Cooperation Partner to offset claims of myWorld is excluded.
- 6.3 Should any of these Order Conditions be or become wholly or partially invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions.
- 6.4 These Order Conditions apply in addition to the respective terms and conditions accepted during the purchasing process. In the event of objection, the respective terms and conditions take precedence over these General Order Conditions.