

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**") on the *myWorld* online-platform, with online and local Loyalty Merchants (together "**myWorld and Loyalty Merchants**"). In the countries myWorld International Limited uses its respective subsidiary company or appropriate cooperation partners for processing and conducting the *Benefit Program*.
- B. In the United Kingdom, *Members* are registered with myWorld Retail Services UK Limited, a company registered at 40 Bank Street, London E14 5NR, with Company Registration Number 6932198 (**myWorld**) enabling them to purchase goods, services, travels etc from *myWorld* and *Loyalty Merchants*, and, thereby, to generate *Benefits* in the *Benefits 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 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.
- 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 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 if 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.
- 4.2 The *Member* is entitled to cancel online *Purchases* or withdraw from the consumer contract without reason within 14 days. For a *Member* to be credited with *Benefits*, the cancellation period under the *Consumer Contracts Regulations* must have expired (as described in Clause 5.3) 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 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. 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.

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 of the European Central Bank or other relevant bank 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. 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 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 90 GBP at 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 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 user name and password are entered. For any unavailability of the *myWorld* websites and the login area at 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* (user name, 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 (*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 Recommender**

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

8. Data Protection

- 8.1 As the party responsible under data protection law, *myWorld* collects, stores and processes personal data such as data regarding shopping habits and previous *Purchases* of *Members*, insofar as this is necessary to operate the *Benefit Program*, i.e. calculating *Benefits*. Provided the *Member* has given his consent, *myWorld* will also use the *Members'* data to personalise information about offers and products from *myWorld* and the *Loyalty Merchants*.
- 8.2 All enquiries regarding the amendment and deletion of data can be directed to *myWorld* Retail Services UK Limited, 40 Bank Street, London E14 5NR.
- 8.3 Further data protection regulations relevant to the use of the *myWorld* website can be found in the data protection declaration at www.myworld.com.
- 8.4 *myWorld* uses established security equipment and methods to protect its *Members'* data from unauthorised access. *myWorld's* liability for the security of data transmitted on the internet is governed by Clause 10.

9. Disruptions to Service

- 9.1 The scope of services offered by *myWorld* is restricted to the operation of the *Benefit Program* as described in the General Business Terms and Conditions.
- 9.2 The rights and obligations related to a *Purchase* shall apply solely to the *Loyalty Merchant*. Following the completion of a contract with a *Loyalty Merchant*, *myWorld* assumes no warranty obligations or liability for the *Loyalty Merchant's* service obligations, in particular for the *Loyalty Merchant's* failure to fulfil obligations, in whole or in part.

10. Liability

- 10.1 Nothing in this agreement shall operate to exclude or limit *myWorld's* liability to a *Member* where it would be unlawful to do so. This includes liability for (a) death or personal injury caused by *myWorld's* negligence (b) fraud or fraudulent misrepresentation (c) any other liability for which it would be illegal for *myWorld* to exclude or attempt to exclude its liability, including breach of a *Member's* statutory rights.
- 10.2 *myWorld* is responsible for loss and damage suffered by a *Member* that is a foreseeable result of *myWorld* (a) breaking its contract with a *Member* under the General Business Terms and Conditions; or (b) failing to use reasonable skill on which the *Member* may reasonably rely. *myWorld* is not responsible for loss or damage that is not foreseeable.
- 10.3 Any other claims for damages are excluded, except as provided in Clause 10.5 below. Subject to not being at fault, *myWorld* is not responsible for loss or damage arising as a result of:
- (a) interruptions to a *Member's* internet access
 - (b) other technical and electronic issues (i) while exchanging data over the internet or (ii) when using the *myWorld* internet portal, *myWorld* SMS services and *myWorld* applications for mobile devices, provided *myWorld* is not responsible for these issues
 - (c) technical and electronic issues for which *myWorld* is not responsible and that prevent *Purchases* from being recorded (in particular tracking errors and the resulting loss of data)
 - (d) unavailability of mobile networks or terminals
 - (e) functional defects on a *Member's* mobile device.

The contractual relationship resulting from a *Purchase* exists exclusively between the *Member* and *Loyalty Merchant* in question. Furthermore, *myWorld* accepts no liability and shall not be liable to a *Member* for the failure for any reason of a *Loyalty Merchant* to sell or supply the goods or services required by the *Member*.

- 10.4 In as far as the liability of *myWorld* is limited or excluded, such limitations or exclusions shall also apply for the personal liability of *myWorld* employees, legal representatives, agents and sub-contractors.
- 10.5 The limitations and exclusions of liability under this Clause shall in no way affect the liability of *myWorld* in compliance with its obligations under the provisions of the Consumer Protection legislation. Except as otherwise provided in the General Business Terms and Conditions, and especially under Clause 10.1, *myWorld's* liability shall be limited to an amount equal to ten times the amount of *Cashback* accumulated by the *Member* in the six-month period preceding the breach of contract.

11. Termination by the Member

- 11.1** The *Member* is entitled to end his 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** On termination by a *Member*, he is only entitled to receive *Benefits* from the *Benefit Program* for which the reason was set at the time the contract was terminated, meaning if the *Purchase* entitling to *Cashback* has been already made at the time the contract is terminated. All accumulated *Shopping Points* will be forfeited on termination of the contract. However, should the *Member* terminate the contract due to a material breach by *myWorld*, the *Member* will be able to redeem any *Shopping Points* as described in Clause 5 within a period of eight weeks following the termination of the contract.
- 12. Termination by myWorld**
- 12.1** *myWorld* is entitled to terminate the contractual relationship without cause with a notice period of 30 days or with immediate effect for good cause. Good cause refers to substantial damage to *myWorld's* or a *Loyalty Merchant's* economic interests or reputation and a material breach of the *Member's* contractual duties. The *Member's* material contractual duties include those set out in Clauses 2.2, 2.3.
- 12.2** The *Member* will indemnify *myWorld* in the event of a culpable breach of these provisions. This also applies for the costs of the defence of third party claims. Furthermore, *myWorld* is entitled to assert any claims against the *Member* resulting from a breach of the *Member's* duties, including claims for legal costs.
- 12.3** On termination by *myWorld*, a *Member* is only entitled to receive *Benefits* from the *Benefit Program* for which the reason was set at the time the contract was terminated, meaning if the *Purchase* entitling to *Cashback* has been already made at the time the contract is terminated.
- 12.4** Should *myWorld* terminate the contract for good cause where the *Member* is not at fault, the *Member* can redeem his *Shopping Points* within 8 weeks following termination of the contract in accordance with Clause 5. Any *Shopping Points* will otherwise be forfeited upon termination of the contract.
- 13. General Provisions**
- 13.1** Without the prior written approval of *myWorld*, the agreement between *myWorld* and the *Member* is not assignable by the *Member* nor can the liabilities or rights arising from participation in the *Benefit Program* be used as security.
- 13.2** Participation by a *Member* in the *Benefit Program* constitutes only a contractual relationship between the parties; there is no business relationship between the *Member* and *myWorld*.
- 13.3** Individual agreements always take precedence over the General Business Terms and Conditions. All such agreements must be made in writing or confirmed in writing by *myWorld*. It is assumed that the parties have not entered into any verbal agreements. *myWorld* is further entitled to forward any contractual declarations and information necessary for the execution of the contract to the *Member* by text message or email, provided that the *Member* has disclosed the relevant contact details and does not object to this.
- 13.4** Amendments to the General Business Terms and Conditions and other contractual agreements between the *Member* and *myWorld* must be notified to the *Member* in writing. The *Member* will be deemed to have accepted them if he does not object to them within 30 days of receipt of the amendment notice. *myWorld* will point this out to the *Member* on issuing the notice of amendment. The changes to the General Business Terms and Conditions are only deemed accepted by the *Member* if the notice in writing has actually been given.
- 13.5** Words in the singular will include the plural and vice versa. A reference to one gender will include a reference to the other gender.
- 13.6** Should any provision of the General Business Terms and Conditions be completely or partially invalid or unfeasible, the validity of the remaining provisions will not be affected.
- 13.7** The General Business Terms and Conditions shall be governed by, and construed in accordance with, the law of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 13.8** A *Member* must be at least eighteen years old in order to register and participate in the *Benefit Program*.
- 13.9** A *Member* is responsible for all charges, fees, taxes etc. accrued by the *Member* as a result of receiving *Benefits*.

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).

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

Appendix 2

THIS UNITED KINGDOM MEMBERSHIP AGREEMENT (“UKMA”) is made:

BETWEEN

- 1) myWorld; and
- 2) the Member

WHEREAS:

- a) This UKMA should be read in conjunction with the General Business Terms and Conditions for myWorld Members (“GTCs”) into which this UKMA is incorporated.
- b) The Benefit Program is a trading scheme within Part XI of the Act. This UKMA contains information and terms that myWorld as Promoter is required to give participants pursuant to the Regulations.

1. INTERPRETATION

1.1 In this UKMA:

- (a) The defined terms set out in Appendix 1 to the apply in this UKMA; and
- (b) “Act” means the Fair Trading Act 1973.
“Documents” means this UKMA, the registration forms within Registration Form and the GTCs.
“Promoter” is each and any of myWorld, myWorld International Limited of 3rd Floor, 40 Bank Street, London E14 5NR; mWS myWorld Solutions AG of 87-93 Grazbachgasse, 8010 Graz, Austria and Lyconet International AG of Orbi Tower, Thomas-Klestil-Platz 13, 1030 Vienna, Austria.
“Registration Form” is the registration form, whether at the end of a Registration Flyer or online, to be completed and signed by the Member upon applying for membership of the Benefit Program.
“Regulations” means the Trading Scheme Regulations 1997.

1.2 Clause, schedule and paragraph headings will not affect the interpretation of this UKMA.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors and permitted assigns.

1.4 The background, annexures and appendices form part of this UKMA and will have effect as if set out in full in the body of this UKMA. Any reference to this UKMA includes the schedules, the background, annexures and the appendices. References to clauses and schedules are to the clauses of this UKMA unless otherwise described.

1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.6 A reference to writing or written includes faxes and e-mail.

1.7 any words that follow ‘include’, ‘includes’, ‘including’, ‘in particular’ or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words.

2. COMMENCEMENT, MEMBER’S CAPACITY AND GENERAL BUSINESS TERMS

2.1 This UKMA will commence on the date of its signature by the Member unless myWorld rejects the Member by notice within fourteen (14) days of such commencement.

2.2 The Member warrants to myWorld that he is at least eighteen (18) years old on the date of signature of this UKMA.

2.3 myWorld may fulfil its obligations under this UKMA through any of myWorld’s direct or indirect subsidiaries or affiliated service companies.

2.4 The GTCs form part of this UKMA, including the defined terms in Appendix 1 of the GTCs. In the case of any conflict between the GTCs and this UKMA, this UKMA will prevail.

2.5 myWorld will have the right to make reasonable changes to the GTCs from time to time provided that such changes either:

- (a) do not significantly reduce the benefits or significantly increase the burden of this UKMA for the Member; or
- (b) are required by law or regulation; or
- (c) are reasonably necessary as a consequence of external circumstances.

Any such variation will be published on the www.myworld.com/gb and myWorld will also alert the Member by email to such variation which will take effect thirty (30) days after such email.

2.6 In the Benefit Program, the Member acts solely in the capacity of a shopper, making Purchases from Loyalty Merchants.

3. PAYMENT FROM MEMBER

3.1 Membership of myWorld is free of charge and a Member is not obliged to make any payment to myWorld at any time except in respect of Purchases such Member decides to make. Further a Member will not make payments to myWorld exceeding two hundred pounds sterling (£200) until

at least seven (7) days have expired from the date the Member completes the Registration Form. Any payment to myWorld that a Member wishes to make will be made to the myWorld bank account notified to the member from time to time.

3.2 The first sentence of clause 3.1 hereof sets out the full extent of any financial obligation on the part of a Member during the period of twelve (12) months from the commencement date of this UKMA. The Member has no financial obligations under this UKMA or the GTCs save only the Purchases such Member elects to make (which for the avoidance of any doubt is wholly at the discretion of such Member). For the avoidance of any doubt, the Promoter shall give not fewer than sixty (60) days advance written notice of any subsequent changes in any such financial obligation.

3.3 A Member agrees to comply with its obligations pursuant to this UKMA and the GTCs in all respects.

4. MEMBER'S RIGHT TO CANCEL

4.1 The Member may cancel this UKMA, without penalty, within fourteen (14) days of entering into this UKMA, upon written notice to myWorld.

4.2 In the event of such notice being given pursuant to clause 4.1 above:

(a) the Member will be entitled to a refund in full of any monies paid to the Promoter or any other Member in connection with his participation in the Benefit Program as set out in clause 3.2 hereof (which for the avoidance of any doubt excludes purchases of any Loyalty Merchant eVouchers); such refund will be paid to the Member's bank account within twenty-one (21) days of such cancellation;

(b) subject to clause 4.2(a) above the Member may return to myWorld any goods the Member has purchased within fourteen (14) days of signing this UKMA from the Promoter or any other Member and which remain unsold, provided that such unsold goods remain in the condition they were in at the time of purchase, whether or not their external wrappings have been broken, and neither the Promoter nor any other person who has supplied the goods will be entitled to make any handling charge in respect of such returned goods and the price paid for such goods will be refunded by payment to the Member's bank account within twenty one (21) days of such return;

(c) apart from the operation of the Benefit Program which is free of charge to Members, the Promoter does not provide services to Members and accordingly the Member's right to cancel services purchased from the Promoter cannot arise; and

(d) the Member will immediately and without further notice cease to be a Member.

5. TERMINATION

5.1 The Member may terminate this UKMA at any time without penalty by giving fourteen (14) days' written notice to myWorld in accordance with Clause 9.

5.2 Without prejudice to any other rights or remedies which it may have, myWorld may terminate this UKMA at any time without liability to the Member:

(a) on giving thirty (30) day's written notice to the Member; or

(b) immediately on giving written notice to the Member if the Member commits a breach of clause 2.2 of this Agreement and/or clauses 2.3, 2.4, 3.3, 3.4 and 8.3 of the GTCs. Any such notice will be in accordance with clause 9.

5.3 In addition and without prejudice to the right of myWorld to terminate this UKMA in accordance with clause 5.2 above or otherwise, myWorld may by notice require a Member in breach of contract to rectify such breach within fourteen (14) days of such notice and if he fails to do so, myWorld will have the right to terminate the contract with immediate effect, by notice in accordance with clause 9.

5.4 In the event that the either party terminates the contract in accordance with clauses 5.1, 5.2 or clause 5.3, the Member will immediately cease to be a Member and the provisions of the GTCs dealing with termination will apply.

6. RIGHT TO RETURN GOODS TO PROMOTER ON TERMINATION

If this UKMA or any agreement entered into in consequence of this UKMA is terminated, the Member will have the right (without prejudice and subject always to the foregoing provisions of this UKMA) to be released from all future contractual obligations and to return to the Promoter or any other Member at myWorld's registered office address any goods the Member has purchased from them under the Benefit Program within a period of ninety (90) days prior to such termination and which remain unsold and to recover from the Promoter or such other Member who supplied the goods:

(a) where the Member has terminated the UKMA, the price (inclusive of VAT) which the Member paid for them less:

- (i) in the case of any goods the condition of which has deteriorated due to an act or default on the part of the Member, an amount equal to the diminution in their value resulting from such deterioration; and
- (ii) a reasonable handling charge;

(b) where the Promoter (or any other Member) has terminated the UKMA the price (inclusive of VAT) which the Member paid for them together with any costs incurred by the Member for returning the goods to the Promoter or any other Member;

(c) on terms whereby the purchase price is payable upon delivery of the goods or, if the goods are already held by the Promoter, forthwith; and

(d) on terms whereby the goods not already held by either of the Promoter will be delivered within twenty-one (21) days of such termination at the Promoter's expense to the address stated in the UKMA.

7. RECOVERY OF COMMISSION

If this UKMA is terminated, the Member will be entitled to retain any commission (which for the avoidance of any doubt is any applicable Member Benefit(s)) paid under the Benefit Program unless:

- (a) the commission was paid in respect of goods returned to the Promoter or another Member who paid the commission;

(b) the Promoter has refunded all monies due to the Member under this UKMA in respect of goods returned to the Promoter by the Member;

(c) the commission payment is claimed within one hundred and twenty (120) days of the date of having been made;

(d) the Promoter has entered into an agreement with the Member that complies with the requirements in regulation 5 of the Regulations and that agreement and any subsequent agreement contains a statement describing when commission becomes repayable to the Promoter and the terms upon which recovery of that payment may be made; and

(e) the Promoter recovers the commission payment in accordance with the terms referred to in sub-clause (d) above.

8. ENTIRE AGREEMENT

The Documents constitute the entire agreement between myWorld and the Member and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this UKMA.

9. NOTICES

9.1 Any notice required to be given under this UKMA, will be in writing in English and will be delivered or sent by email to each party required to receive the notice at its address as set out below: (a) if to myWorld: to the registered office address stated above, or if by email to service.uk@myworld.com; (b) if to the Member: to the postal address or the email address shown for the Member in the Registration Form or to such other address specified by the relevant party by notice in writing to the other party.

9.2 Any notice will be deemed to have been duly received: (a) if delivered personally, when left at the address referred to in this clause; or (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day after posting; (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or (d) if sent by email, twelve (12) hours after it is sent.

9.3 The provisions of this clause 9 shall not apply to the service of any process in any legal action or proceedings.

10. VAT AND SALES TAXES

All payments made by and benefits received from myWorld are inclusive of VAT and sales taxes (if any).

11. GENERAL

11.1 It is illegal for a promoter or a participant in a trading scheme to persuade anyone to make a payment by promising benefits from getting others to join a scheme.

11.2 Do not be misled by claims that high earnings are easily achieved.

11.3 If you sign this UKMA, you have fourteen (14) days in which to cancel and get your money back (pursuant to clause 4 of this UKMA).

AS WITNESS WHEREOF myWorld and the Member enter into this UKMA on the date the Registration Form, containing the documents, is agreed to by the Member