

General Business Terms and Conditions for myWorld Members

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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 Canada, *Members* are registered with myWorld Retail Services Canada Inc., a company registered at B6 - 130 Hollidge Blvd, Unit 305, Aurora, Ontario, L4G 3Z9 Canada with CBCA corporation number 10556904 ("**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 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 section 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 for convenience within 14 days of the *Purchase*. As further detailed in section 5.3, *Benefits* from online *Purchases* will only be credited following expiration of the applicable cancellation period. No *Benefits* are provided in regard to cancelled *Purchases*.
- 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 section 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 Bank of Canada or other relevant bank for the date the payment is received by the *Loyalty Merchant*. section 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 CAD 150.00 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 section 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 section 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 their consent to this change or assignment.

8. Privacy

- 8.1** myWorld collects, stores, processes and otherwise handles personal information such as data on the purchasing behaviour and Purchases of the Members in conjunction with the administration and operation of the Program. If the Member gives his or her consent, myWorld may also use the Members' personal information to send them personalized information about offers and products of myWorld and its Loyalty Merchants.
- 8.2** All enquiries by the Member regarding information, changes, and deletion of personal information can be addressed directly to myWorld's privacy officer by mail at B6 - 130 Hollidge Blvd, Unit 305, Aurora, Ontario, L4G 3Z9 Canada (attention: Privacy Officer) or by e-mail at service.ca@myworld.com.
- 8.3** Further information regarding the handling of personal information in conjunction with the myWorld website can be found in the Privacy Policy at www.myworld.com
- 8.4** myWorld uses internationally recognised security technologies to protect Members' data against unauthorised access. myWorld shall not be liable for security of personal information transmitted via the Internet except to the extent specifically set forth in section 10.

9. Disclaimer

- 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** myWorld is not responsible or liable in regard to Purchases made by the Member from Loyalty Merchants. Without limitation the generality of the foregoing, myWorld specifically disclaims any warranty or condition whether express, implied or statutory in regard to any third party goods and/services or for any breach of contract, negligence or other improper conduct by any Loyalty Merchant.

10. Liability

- 10.1** The *Benefit Program* is provided on an "as is" and "as available" basis. Except as provided in section 10.2, myWorld shall not be liable for any damages or losses relating to the *Benefit Program* and any services, interactions, information, content and other subject matter relating thereto. Without limitation to the generality of the foregoing, myWorld will not be liable for any direct, indirect, incidental, consequential, special or other damages suffered by the Member.
- 10.2** Section 10.1 does not apply with respect to any personal injury or death that is caused by *myWorld's* negligence
- 10.3** The limitations and exclusions of liability specified in section 10.1 will not apply to the extent contrary with applicable laws in the jurisdiction where the Member resides or is domiciled. These limitations and exclusions of liability may therefore not fully apply with respect to all Members.
- 10.4** *myWorld* will not be liable for any breach of these General Terms and Conditions or other damages or losses suffered by any Member to the extent the foregoing is attributable to circumstances beyond *myWorld's* reasonable control including, without limitation, acts of God, labour disruptions, change in applicable laws, acts of war, terrorism, riots, real or apprehended insurrections, unavailability of any telecommunications facilities, unavailability of physical or human resources, and the like.

11. Termination of the contractual relationship 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*, they are only entitled to receive *Benefits* from the *Benefit Program* for which the reason was set at the time the contract was terminated, that means 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 section 5 within a period of eight weeks following the termination of the contract.

12. Termination of the contractual relationship by *myWorld*

- 12.1** The contractual relationship may be terminated by *myWorld* for convenience upon 30 days' notice, or with immediate effect in the event of any material breach of these General Terms and Conditions by the Member.
- 12.2** The Member shall indemnify and hold *myWorld*, its parent, affiliates and services providers and their respective directors, officers, employees, contractors, advisors, agents and other representatives harmless from any damages, costs, expenses (including, without limitation, legal fees and other professional fees), liabilities, fines and other losses suffered by any of them as a result of, arising from or in relation to any breach by the Member of these General Terms and Conditions or to any improper conduct by him or her.
- 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, that means if the *Purchase* entitling to *Cashback* has been already made at the time the contract is terminated.

- 12.4 If myWorld terminates the contractual relationship for convenience, the Member may redeem his or her Shopping Points acquired up to that time, provided he or she does so within a period of 8 weeks after the effective date of termination of the contractual relationship (any such redemption will be in accordance with section 5). Shopping Points acquired by the Member will otherwise expire upon termination of the contractual relationship.
13. **General conditions**
- 13.1 The rights and remedies of the Member in relation with the *Benefit Program* may not be assigned or encumbered by him or her without myWorld's prior written consent.
- 13.2 The Member acknowledges and agrees that myWorld and the Member are independent contracting parties and that enrolment and participation in the *Benefit Program* does not constitute a partnership, agency, association, fiduciary relationship or other similar relationship between the Member and myWorld
- 13.3 These General Terms and Conditions constitute the entire agreement between the parties in regard to the *Benefit Program* provided, however, that where a separate written agreement is entered into by myWorld and the Member in regard to the *Benefit Program*, such separate written agreement shall take precedence over these General Terms and Conditions in the event of any conflict or inconsistency. For clarity, there are no verbal or oral contract between the parties and any modification to these General Terms and Conditions or any separate written agreement must be by way of a written document executed by both parties. The parties consent to the use of electronic documents, to the use of electronic signatures and to the electronic delivery of executed counterparts.
- 13.4 myWorld may modify these General Terms and Conditions and any other contractual agreements between the Member by providing written notice of such modifications to the Member and any such modification shall be deemed to be accepted by the Member and come into effect if the Member does not object to their coming into force within 30 days of receipt of the written notification of change.
- 13.5 These General Terms and Conditions will be read with all changes of gender and number required by the context (for clarity, references to a gender include both genders as well as gender-neutral designations such as those that apply to legal persons. Words importing persons include individuals, partnerships, associations, trusts, joint ventures, un-incorporated organisations and corporations).
- 13.6 In the event any provision of these General Terms and Conditions is held by a court of law in any particular jurisdiction to be invalid or unenforceable, such provision will be deemed, in regard to such jurisdiction, to be struck from these General Terms and Conditions without affecting the validity of the remaining provisions.
- 13.7 These General Terms and Conditions are governed by, and will be construed in accordance with, the laws of the Province of Ontario (excluding its body of law relating to conflict of laws) and the Federal laws of Canada that apply in the province of Ontario. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the subject matter of these General Terms and Conditions.
- 13.8 Registration in the *Benefit Program* is restricted to persons that have the capacity to enter into legally binding agreements. An individuals who has not yet reached the age of majority in the province or territory in which he or she resides may participate in the *Benefit Program* provided his or her parent or legal guardian registers such individual and otherwise provides all required consents on behalf of such individual until such individual reaches the age of majority in his or her province or territory of residence.
- 13.9 The Member is solely responsible for all duties, fees, taxes, levies, and other similar amounts or charges incurred by the Member in relation with his or her receipt or his or her transfer of 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 section 5.

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

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

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