

General Business Terms and Conditions for Lyonesse Members

As amended: November 2014

Preamble

A. Lyonesse IMEA SA, with official headquarters at Bahnhofstraße 22, 9470 Buchs, and Company Register Number CH 320.3.069.332-0 of the St. Gallen Canton commercial register, operates a Shopping community, which enables the participants (hereinafter referred to as „members“), to receive benefits (hereinafter referred to as „Lyonesse Loyalty Programme“) through the purchasing of goods and services from Lyonesse Loyalty Partners (hereinafter referred to as „Loyalty Partners“). The Member's contractual partner is therefore Lyonesse IMEA (hereinafter referred to as „Lyonesse“). Lyonesse IMEA is represented in Qatar by Lyonesse Qatar WLL, Al Gassar Tower, 8th Floor, Office No.1, P.O. Box 25554, Westbay (hereinafter referred to as „Lyonesse Qatar“).

To make them easier to understand, you will find a glossary of the specialized terms used herein, in Enclosure 1 at the end of these General Business Terms and Conditions. The terminology used in Clauses 1 to 18 of these General Business Terms and Conditions is legally authoritative.

1. Object of the contract

1.1. The goods and services obtained by members from Loyalty Partners (hereinafter referred to as „purchases“) are recorded in the Lyonesse Loyalty Programme. The Member, in principle, has the following ways in which purchases can be recorded at his disposal, so as to be able to use the advantages of the Lyonesse Loyalty Programme: Lyonesse Cashback Card, Loyalty Partner Vouchers as well as the use of online channels offered by Lyonesse to make purchases in the online shops of the Loyalty Partners. These possible ways in which purchases can be captured are described in more detail under Clause 4.3.

1.2. The Member is authorized, in accordance with these General Business Terms and Conditions, to participate in the Lyonesse Loyalty Programme and to receive the associated Member Benefits as well as the Friendship Bonus. The Member can recommend the Lyonesse Loyalty Programme to other consumers and recommend said persons as members. The Member is not authorized to recruit companies, within the meaning of Clause 3.4.(d), as members. The Member is not under any obligation to recommend and recruit new members and does not owe Lyonesse any success whatsoever.

2. Contractual basis

2.1. Upon acceptance of the registration application by Lyonesse, the applicant shall become a Lyonesse Member and receive a personal, non-transferable identification number (hereinafter referred to as „Membership ID“). This entitles him to participate in the Lyonesse Loyalty Programme (and does not establish an association membership, see Clause 18.2).

2.2. The Friendship Flyer, online registration or the possibility to register locally with one of the Loyalty Partner provided by Lyonesse, must be used for the conclusion of the contract between Lyonesse and the Member.

2.3. The Member declares that the information provided by him to Lyonesse is correct and that he shall indemnify Lyonesse and can not hold Lyonesse responsible in the case of culpably false declarations. The Member undertakes to inform Lyonesse without undue delay of any possible changes to the personal data provided at the time of registration (in particular residential address, E-Mail address, telephone number etc.)

2.4. For every natural person or legal entity, only a single registration is, in each case, permissible (i.e. one membership ID). Registration must be accompanied by the provision of the residential or business address (official headquarters) of the Member. Multiple registrations undertaken with the aim of obtaining unauthorized Member Benefits shall authorize Lyonesse to terminate the contractual relationship, as well as to deny the Membership Benefits and Friendship Bonuses that were obtained in this manner. In the event of multiple registrations, the most recently registered ID Numbers shall be deleted. Member Benefits, as well as Friendship Bonuses, that are solely the result of a multiple registration, shall be forfeited.

3. Legal relationship

3.1. No employment, service or company relationship whatsoever (in particular no association membership) shall be established between Lyonesse and the Member. Participation in the Lyonesse Loyalty Programme and the recommendation of further members, shall take place exclusively within the framework of an independent, self-employed occupation that is legally independent of Lyonesse.

3.2. The Member shall only be entitled to Member Benefits, as well as to the Friendship Bonus. The Member shall not be entitled to receive remuneration extending above and beyond this. The Member shall not be entitled to the reimbursement of expenses.

3.3. The Member shall not be authorized to represent Lyonesse, and in particular not to make or accept statements towards other members within the framework of the Lyonesse Loyalty Programme and/or for the purpose of recruitment of new members. The Member is not entitled to receive cash money or to carry out the collection of funds on behalf of Lyonesse. A culpable violation of this Clause 3.3 shall authorize Lyonesse to terminate the contractual relationship.

3.4. The Member shall not be entitled, without the prior written consent of Lyonesse, to:

- a) use logos, lettering, trademarks, claims, domains, other hallmarks and similar from Lyonesse or from Loyalty Partners;
- b) prepare business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, prospectuses, websites, APPs, advertising materials, bulk mail, mailings, homepages or similar relating to and making reference to Lyonesse or to the Lyonesse Loyalty Programme, to disseminate these in written form, or electronic form or in another manner or to make them publically available (e.g. on internet sites for example Facebook or YouTube)
- c) carry out events, for example information events, other events, workshops, seminars, etc. relating to and making reference to Lyonesse or to the Lyonesse Loyalty Programme; and
- d) to recruit, as Loyalty Partners or as members, retailers, wholesalers and other miscellaneous traders, as well as other companies offering goods or services for final consumers, including fuelling stations, franchises and department stores, to conduct negotiations or initiatory talks or to pursue an advertising activity of any kind for the recruitment of such companies, in particular on the premises of the company or in the vicinity of said company.

4. Lyonesse Loyalty Programme

4.1. By making purchases from Loyalty Partners, the Member shall acquire Member Benefits in accordance with these General Business Terms and Conditions and namely Cashback as well as Shopping Points. The Recommender shall further receive the Friendship Bonus for purchases made by first and second level members recommended by him. The Membership Benefits and the Friendship Bonus as well as their prerequisites are described in more detail under Clause 8.

4.2. In order to be able to grant Membership Benefits and the Friendship Bonus to members for their purchases, Lyonesse concludes agreements with Loyalty Partners. Current Loyalty Partners, including the Member Benefits that are granted in each case, can be viewed at www.lyonesse.qa.

4.3. The Member has the following possibilities for the recording of his purchases.

4.3.1. The Cashback Card is available as a paper card, a plastic card or as a virtual card via the mobile App. It isn't a means of payment but rather serves solely for the capturing of purchase data.

4.3.2. The prepaid Lyonesse MasterCard ® with cashback card-functionality is provided in cooperation with a card issuer. Separate conditions are applicable which are agreed to when applying for the Lyonesse MasterCard ®, if available in the territory

4.3.3. Vouchers are original vouchers or gift cards or electronic vouchers (to be printed out or downloaded as online voucher codes) from the Loyalty Partners. Detailed rules concerning vouchers can be found under Clause 6.

4.3.4. When online shopping the Member can

- (i) log-in at www.lyoness.qa with his access data and then select the online shop of the desired Loyalty Partner or
- (ii) access the Online Shop via another online channel that is provided by Lyoness for the capture of purchase data

and directly make purchases in the Online Shop of the Loyalty Partner. The purchases can only be recorded if the system used by the Member during the purchasing process permits cookies and when an Ad Blocker or Script Blocker has not been deployed. Detailed rules concerning online shopping can be found under Clause 5.

4.4. In the cases dealt with under Clauses 4.3.1. and 4.3.4., the Loyalty Partner transmits the recorded purchase and/or billing data to Lyoness for the calculation of the resulting Member Benefit. The same is applicable for Clause 4.3.3., i.e. for vouchers, so long as these were purchased from an External Voucher Selling Point. If the vouchers were ordered from Lyoness, Lyoness shall capture the purchase data itself and use the data as a basis to calculate the Member Benefits. In the case of Clause 4.3.2., the card issuer for the prepaid Lyoness MasterCard® shall transmit the purchase data to Lyoness for the calculation of the resulting associated Member Benefits.

5. Online Shopping

5.1. Members should inform themselves concerning online shopping at www.lyoness.qa in the FAQ area under online shopping.

5.2. The credit from Member Benefits as well as from the Friendship Bonus from online shopping purchases pursuant to Clause 8.4. requires, in particular, that the right of withdrawal under the provisions of distance selling legislation has expired and that the Member has not announced a withdrawal.

5.3. The Member is only entitled to Member Benefits for purchases made in the Online Shops of Loyalty Partners, which are listed, pursuant to www.lyoness.qa, for the country in which the residential or business address of the Member (according to registration) is located. The same is applicable to the Friendship bonus.

5.4. Lyoness has no influence over the design of the (linked) online shops of the Loyalty Partners and is also not responsible for these. Should these linked websites contain content that is illegal or that otherwise violates good moral standards, Lyoness shall expressly distance itself from said content.

6. Ordering of vouchers

6.1. Original Vouchers and/or Gift Cards and electronic vouchers (voucher codes) (hereinafter referred to together as „vouchers“) are vouchers from the Loyalty Partners, which can only be used for purchases from the Loyalty Partner which issued the respective voucher. The equivalent value of an individual voucher corresponds to the amount portrayed on the voucher. Redemption from the Loyalty Partner through a cash disbursement, in whole or in part, is not possible.

6.2. Vouchers can be ordered from Lyoness in writing, online or purchased locally from External Voucher Selling Points (www.lyoness.qa). Lyoness shall provide the voucher following payment in full, which can then be used to make purchases from the corresponding Loyalty Partners. Lyoness reserves the right to reject orders for vouchers.

6.3. Vouchers ordered from, and sent by Lyoness to the Member can, in each case, only be redeemed at the Loyalty Partner that was stipulated by the Member when ordering the voucher, and which is correspondingly indicated on the voucher. The legal relationship that is concluded upon redemption of the voucher shall come into existence solely between the Loyalty Partner (voucher issuer) and the Member (voucher owner). Lyoness shall not be liable for claims arising from this legal relationship.

6.4. Vouchers sent by Lyoness cannot be returned and payments made cannot be refunded. This shall not apply in the following instances:

6.4.1 Lyoness guarantees, within the framework of statutory liability for defects, that the vouchers acquired by the Member can be redeemed at and/or used to fulfil the payment obligation arising from a purchase from the corresponding Loyalty Partner. If this is not possible, the Member can exchange the voucher with Lyoness for a voucher from another Loyalty Partner (whereby the Member Benefits and Friendship Bonus can change, because of the differing agreements made with Loyalty Partners, see Clause 8.3.). If the Member is not interested in having a different voucher, he can request reimbursement of the amount paid. In this instance, insofar as Member Benefits which were granted, these must be returned by the Member. Granted Friendship Bonuses must also be returned, if a directly or indirectly recommended Member exercises his rights in accordance with this Clause 6.4.1.

6.4.2 If a Member is entitled to a right of withdrawal under distance selling legislation with respect to a voucher purchase (see hereto the consumer information and instruction regarding withdrawal issued upon every relevant purchase) he is entitled to withdraw from the contract, subject to the prevailing withdrawal period.

6.5. Lyoness shall assume no liability for a possible wrongful redemption in the event of loss or theft of vouchers that the Member has collected from Lyoness, or which the Member has already received by mail or online.

6.6. Vouchers that have been paid for in full and sent to the Member by Lyoness are transferable free of charge, i.e. the Member shall be able to give the voucher to any other person as a gift. A commercial resale of vouchers for a consideration is however not allowed.

7. Lyoness Vouchers

7.1. Lyoness vouchers are vouchers issued by Lyoness itself (and not by the Loyalty Partners). They can be acquired by Members at www.lyoness.qa in the form of a voucher code and redeemed at www.lyoness.qa for the purchase of vouchers from Partner Companies (though not directly for purchases from Partner Companies) as well as with Lyoness for certain goods designated by Lyoness.

7.2. The minimum order value for a Lyoness voucher is QAR 50.00. Lyoness vouchers can be acquired with a maximum amount of QAR 5,000.00 per Lyoness voucher. The equivalent value of the Lyoness voucher corresponds in each case to the amount portrayed on the Lyoness voucher. In the case of partial redemption, the original equivalent value shall be reduced by the respective redemption amount. Redemption through a cash disbursement, in whole or in part, is not possible.

7.3. Purchase of a Lyoness voucher shall neither generate Member Benefits nor Friendship Bonuses; these shall only arise (in accordance with the following Clause 8) when the Member acquires a voucher from a Loyalty Partner (or goods) using the Lyoness voucher at www.lyoness.qa.

7.4. Lyoness vouchers can be transferred, free of charge, to other Members and are thus particularly suited as gift vouchers. A commercial resale of Lyoness vouchers is however not allowed.

7.5. Lyoness vouchers can only be redeemed by Lyoness members whose residential or business address (according to registration) is within the area where the currency, in which the Lyoness voucher was issued, is officially used.

7.6. Each Lyoness voucher is allocated a voucher code which is valid for 3 years. The 3 year term shall commence at the end of the year in which the Lyoness voucher was acquired. Following the expiry of the voucher code, the Lyoness voucher shall lapse and no longer be redeemable.

7.7. A cancellation, withdrawal or other cancellation of the order for Lyoness vouchers shall not be possible following the expiry of the withdrawal period under distance selling legislation (concerning which you will be specially informed upon purchasing a Lyoness voucher). Clause 6.4. shall apply to the returning of vouchers from Loyalty Partners.

8. Member benefits from the Loyalty Programme and Friendship Bonus

8.1. Purchases made by the Member which are registered in the Lyoness Loyalty Programme, make the Member eligible to receive Member benefits. The Member shall, as a Recommender, further receive the Friendship Bonus for purchases made by first and second level members recommended by him (more details concerning this forthwith in Clause 8.1.3.). The Member Benefits and the Friendship Bonus are based on the conditions contractually agreed between Lyoness and the respective Partner Companies and therefore vary according to Partner Company, sector and Country. The Member shall receive Cashback as a Member Benefit (Clause 8.1.1.). Shopping Points shall be additionally granted for purchases from some Loyalty Partners (Clause 8.1.2.). The Friendship Bonus is described subsequently under Clause 8.1.3..

8.1.1. Cashback: for purchases which are registered in the Lyoness Loyalty Programme the Member shall receive up to 5 % Cashback, whereby, in individual cases, a higher percentage rate shall be granted. The Cashback percentage rate of the respective Loyalty Partner shown at www.lyoness.qa (Login area) shall be applicable.

Cashback payments shall take place pursuant to Clauses 8.4. to 8.6.

8.1.2. Shopping Points: for purchases which are registered in the Lyonesse Loyalty Programme and made at Loyalty Partners for which Shopping Points are assigned, the Member shall receive Shopping Points.

Shopping Points can be redeemed by the Member to obtain a discount for purchases made within the framework of special offers disclosed at www.lyonesse.qa. Further details are described in Clause 9.

8.1.3. Friendship Bonus: for purchases made by members who were directly recommended by the Recommender himself (persons who registered with Lyonesse on the basis of the recommendation made by the Member and named the Member as the Recommender) as well as for those purchases made by members directly recommended by these persons themselves (indirectly recommended members, second level), which are registered in the Lyonesse Loyalty Programme, the Member shall, in each case, receive up to 0.5 % of the purchase amount from Lyonesse as a Friendship Bonus. A Friendship Bonus for other indirectly recommended members shall not be granted. Payments of Friendship Bonuses shall take place pursuant to Clauses 8.4. to 8.6..

8.2. Lyonesse reserves the right, within the framework of special offers, to deviate from the here governed principles. Lyonesse is interested in bringing members a range of purchasing modalities with the Loyalty Partners that is as broad as possible and, thereby, to agree substantial discounts with the Loyalty Partners in order to grant the members comprehensive benefits. If divergent conditions are agreed with a Loyalty Partner in the context of special offers (as, for example, the case may be for atypical purchases such as term-dependent mobile telephone contracts), Lyonesse shall specially point this out in the Loyalty Partners detail view at www.lyonesse.qa (see following Clause 8.3.).

8.3. The benefits granted in each case can be accessed in the Loyalty Partners detailed view at www.lyonesse.qa. The Member is recommended to regularly inform him or herself at the Lyonesse website concerning the status of the respective conditions offered by the Loyalty Partners. Lyonesse is authorized, subject to a 4 week notice period, to amend the Member Benefits granted by the individual Loyalty Partners, as well as the Friendship Bonus, if and insofar as the conditions agreed with the Loyalty Partners change. The Member's Member Benefit entitlement shall be calculated using those conditions that prevailed at the time point at which the purchase was paid for in full.

8.4. The crediting of Member Benefits and of Friendship Bonuses presupposes that the purchase made by the Member has been paid for in full and that no further legal rights exist to reverse the purchase without the provision of grounds, i.e. in particular an existing withdrawal period under distance selling legislation must have expired. If these preconditions are met, the Loyalty Partners shall confirm the purchase with and bill Lyonesse. Member Benefits and the Friendship Bonus from purchases made and billed to Lyonesse by Loyalty Partners up until Sunday, 23:00 hours shall be credited to the Member (Member Benefits) and to his Recommender and, in turn, to his Recommender (Friendship bonus). Lyonesse obligates Loyalty Partners to bill at the latest within the two months after the point in time at which the prerequisites according to the first sentence of this Clause 8.4. are fulfilled. If the Member acquired a Loyalty Partners voucher from Lyonesse, the Member Benefits as well as the Friendship Bonus shall be credited when the prerequisites according to the first sentence of this Clause 8.4. are fulfilled.

8.5. Lyonesse shall transfer credits from Cashback and Friendship Bonus on a weekly basis to the bank account stipulated by the Member when these amount to at least QAR 50.00.

8.6. If the Member makes purchases from Loyalty Partners abroad (locally or online), it can transpire that the Cashback or Friendship Bonus is shown, to begin with, in the disbursement account in the respective foreign currency. When the purchase is confirmed by the Loyalty Partner, the amount shall automatically be converted in the Personal Member Area of the respective member into the country currency for the Member in accordance with the respective daily European Central Bank or other responsible bank reference rate prevailing on the day on which the Loyalty Partner received the payment. Clause 5.3. remains unaffected, i.e. an entitlement to Membership Benefits as well as to a Friendship Bonus shall exist only in relation to international purchases via channels (such as for example via Online Shops), which are listed on the Lyonesse website for the respective Member.

9. Lyonesse Shopping Points

9.1. Members are potentially credited with a certain number of Shopping Points for purchases made in the Lyonesse Loyalty Programme with Loyalty Partners.

9.2. Whether and, as the case may be, how many Shopping Points shall be credited, shall depend on the purchase amount, as well as on the conditions agreed with the respective Loyalty Partner. Lyonesse refers the member to the Loyalty Partner's detailed view at www.lyonesse.qa as a basis for calculation of the number of Shopping Points assigned by the respective Loyalty Partner for a purchase sum in the amount of QAR 500.00.

9.3. Shopping Points have no fixed nominal value. Their value is rather determined in accordance with the extent of the benefit that is granted upon their redemption with the respective Loyalty Partner. Shopping Points cannot be disbursed in cash or transferred to other persons. It is however allowed to give Shopping Points to other members as a gift.

9.4. Accumulated Shopping Points shall be credited to the Member and can be kept track of in the personal Member Area. The Member can redeem them to obtain a discount when purchasing within the framework of certain special offers shown at www.lyonesse.qa. Shopping Points can only be redeemed in the amount that is predetermined for the respective purchase.

9.5. Member Benefits and the Friendship Bonus shall also be granted for purchases for which the Member redeems Shopping Points. The amount of the Member Benefits and the Friendship Bonus shall, in this case, be determined by the purchase amount that remains following the deduction of the benefit granted in return for the redemption of the Shopping Points.

9.6 Shopping points shall expire after three years. The three year limit commences at the end of the shopping year in which the shopping points were accrued.

10. Personal Member Area

10.1. Lyonesse shall provide each Member with a Personal Member Area at www.lyonesse.qa (Login area), where, after entering his username and password, he can, at any time, view the purchases he has made, recommended members as well as information concerning Member Benefits and Friendship Bonuses from the Lyonesse Loyalty Programme. Lyonesse shall only assume limited liability for any non-accessibility of the Lyonesse websites and the Login area at www.lyonesse.qa pursuant to Clause 14.

10.2. The Member must securely store access data for the use of the personal Member Area (username, password and PIN) and treat them as strictly confidential. Username and password may not under any circumstances be rendered accessible to third parties. Personal settings can be changed by the Member at any time at www.lyonesse.qa (Login area).

10.3. The Member undertakes to immediately notify Lyonesse of every improper use of his online access. Following the immediate blocking of his access, altered access data shall in turn subsequently be delivered to the Member by SMS or E-Mail. Lyonesse shall only be liable for the damages suffered by the Member through said improper use pursuant to Clause 14.

11. Changing of Recommender

Members who have not made any purchases from Loyalty Partners for a time period of 6 months and not acquired any Lyonesse vouchers during this time can change their Recommender by nominating another Member of Lyonesse as their Recommender, subject to his agreement to this. In this instance the members who were directly and indirectly recommended by the changing Member (irrespective of level) shall be retained by the original Recommender in their original position.

12. Data protection

12.1. Lyonesse shall, as the responsible party under data protection legislation, collect, store and process Member data, insofar as this is necessary in order to operate the Lyonesse Loyalty Programme, in other words to calculate Member Benefits and the Friendship Bonus. Lyonesse shall, within the framework of the calculation of the Friendship Bonus, place the purchase volumes of the first and second level Members recommended by him at the disposal of the Recommender. First level recommended members shall, in this context, be identified by name. Additionally their mobile phone number and email address will be disclosed to the Recommender. Second level recommended members shall only be shown anonymously. The Member can grant his Recommender access to further personal data (such as for example his address) via the Online Office. If the Member issues his consent, Lyonesse shall also use the data of the Member to provide personalized information about offers and products from Lyonesse and Lyonesse Loyalty Partners.

12.2. All enquiries regarding information, amendment and deletion of data can be submitted directly to Lyonesse or Lyonesse Qatar.

12.3. Further data protection legislation provisions relevant for the use of the Lyonesse website can be found in the data protection statement at www.lyonesse.qa.

12.4. Lyonesse deploys internationally-recognized security technologies in order to protect the data of its members against unauthorized access. Lyonesse shall only be liable for the security of data that is transmitted via the internet pursuant to Clause 14.

12.5. Consent under data protection legislation: The Member hereby agrees – revocable at any time –, that Lyonesse can collect personal data concerning his purchasing behaviour (interests and preferences etc.) within the framework of participation in the Lyonesse Loyalty Programme and use this information for the design of personalized information, as well as for postal or personal contact for the advertisement of the Lyonesse Loyalty Programme and Loyalty Partner offers. The Member can revoke his hereby issued consent with effect for the future at any time in writing or via E-Mail member-service@lyonesse.qa. A written withdrawal should be submitted to: Lyonesse Qatar P.O. Box 25554, Westbay

13. Service disruptions

13.1. The scope of services offered by Lyonesse is restricted to the operation of the Lyonesse Loyalty Programme as described in these General Business Terms and Conditions.

13.2. The rights and obligations related to the purchases made by members from Loyalty Partners shall apply solely to the Loyalty Partners. Following the conclusion of the contract with the Loyalty Partner, Lyonesse thus assumes no warranty or liability for Loyalty Partner service obligations, in particular for possible non-fulfilment or incorrect fulfilment by the Loyalty Partner.

13.3. The Member shall, in the event of non-fulfilment or incorrect fulfilment by the Loyalty Partner, have no claim against Lyonesse to a full or partial reimbursement of the redeemed voucher amount, to the issuing of a further voucher, to a cash payment or another remuneration or compensation. Any claims by the Member for non-fulfilment or incorrect fulfilment by the Loyalty Partner shall exist exclusively against the Loyalty Partner.

14. Liability

14.1. Lyonesse shall be liable without limitation for damages from injuries to life, body or to health based on deliberate or negligent violation of obligations by Lyonesse. Lyonesse shall also be liable without limitation for other damages based on deliberate or negligent violation of obligations by Lyonesse.

14.2. Lyonesse shall only assume limited liability for typical and foreseeable damages for damages resulting from simple negligent violation of such obligations as are fundamental to the adequate and faultless execution of the contract and whose observance the Member accordingly trusts and is entitled to expect (cardinal obligations).

14.3. Any further claims for damages are, subject to the following Clause 14.5., precluded. This shall apply in particular, insofar as Lyonesse is not held responsible, e.g. for

- (i) disruptions to the availability of the Member's access to the internet,
- (ii) other technical and electronic errors (i) during a data communication via the internet as well as (ii) when using the Lyonesse internet portal, the Lyonesse SMS service and Lyonesse applications for mobile terminals, provided that these errors do not lie in the area of responsibility of Lyonesse,
- (iii) technical and electronic errors for which Lyonesse is not responsible, which prevent the recording of purchases made within the Lyonesse Loyalty Programme (in particular any tracking failures and consequent data loss)
- (iv) the non-availability of the mobile phone network or terminals and
- (v) the malfunction of the Member's/Partner's mobile terminal.

The purchase contract concerning goods and the contract concerning services shall be effected exclusively between the Member and the Loyalty Partner concerned.

14.4. Insofar as the liability of Lyonesse is restricted or precluded, the restrictions or exclusions shall also be applicable to the personal liability of employees, the legal representatives and subcontractors of Lyonesse.

14.5. The liability restrictions and liability exclusions pursuant to this Clause 14. shall leave unaffected the liability of Lyonesse pursuant to the mandatory statutory provisions of product liability legislation, due to a fraudulent nondisclosure of a defect, as well as the assumption of the warranty for the condition of an item.

15. Costs

15.1. Registration with and participation in the Lyonesse Loyalty Programme is free of charge for members.

15.2. The Lyonesse Cashback Card is free of charge for the Member as a part of registration.

15.3 If the member opts to apply for a prepaid Lyonesse MasterCard®, additional charges shall be incurred.

16. Termination of the contractual relationship by the Member

16.1. The Member is entitled to terminate the contractual relationship with Lyonesse at any time through a written declaration. The Member is further not obligated to make purchases within the framework of the on-going contractual relationship, to recommend members or to carry out other tasks.

16.2. Upon termination of the contractual relationship, the Member shall only be entitled to those Membership Benefits from the Loyalty Programme for which the grounds were in place at the point in time of contract termination, i.e. when the purchase entitling him to the Cashback or Friendship Bonus was already made at the time of contract termination. Shopping Points accrued up to this time point shall be forfeited upon termination of the contractual relationship. Should the Member however terminate the contractual relationship for a legitimate reason, the Member shall still be able to redeem the accrued Shopping Points within a time period of 8 weeks following contract termination as described in Clause 9.

17. Termination of the contractual relationship by Lyonesse

17.1. The contractual relationship can be terminated by Lyonesse in an ordinary manner, i.e. without grounds with a notice period of 8 weeks or for a legitimate reason with immediate effect.

A legitimate reason shall, aside from a significant damaging of the commercial interests or reputation of Lyonesse or the respective Loyalty Partners, be deemed as, in particular, the violation of material contractual obligations. Material contractual obligations include the obligations of the Member pursuant to Clauses 2.3., 2.4., 3.3. and 3.4.

17.2. The Member shall indemnify Lyonesse and hold it free of blame in case of culpable contravention of these facts. This shall also apply to the costs of contesting such third party claims. Lyonesse furthermore has the right to claim the stated damages from the member, that arise for Lyonesse because of the members violations of his obligations, including legal costs.

17.3. Upon termination of the contractual relationship, the Member shall only be entitled to those Member Benefits from the Loyalty Programme for which the grounds were in place at the point in time of contract termination, i.e. when the purchase entitling him to the Cashback or Friendship Bonus was already made at the time of contract termination.

17.4. Should Lyonesse terminate the contractual relationship without notice for a legitimate reason, though not culpably caused by the Member, the Member can still redeem his Shopping Points accrued up to this time point within a timespan of 8 weeks following contract termination pursuant to Clause 9. Acquired shopping points shall otherwise already be forfeited upon termination of the contract.

18. General provisions

18.1 The Member shall only be authorized to assign receivables to which he is entitled from Lyonesse (or all of the rights resulting from participation in the Loyalty Programme) or to use these as collateral with prior written consent.

18.2 Participation in the Loyalty Programme constitutes merely an exchange relationship and therefore does not establish a connection between the Member and Lyonesse under company law, in particular membership of an association does not exist.

18.3. Individual agreements concluded on case-by-case basis, shall, in any event, take precedence over these General Business Terms and Conditions. A written contract and/or a written confirmation from Lyonesse shall be crucial for the content of agreements of this type. It shall be assumed that the parties have not concluded any verbal agreements. Lyonesse is moreover authorized to forward contractual declarations and information necessary for the execution of the contract to the Member also by SMS or E-Mail, provided that the Member discloses the corresponding contact data and does not object to this.

18.4. Amendments to these General Business Terms and Conditions communicated to the Member in text form and other contractual agreements between the Member and Lyonesse shall be deemed to have been accepted by the Member if the Member does not contradict their validity within the 30 days following receipt of the amendment notification. Amendments to the General Business terms and Conditions shall only be deemed to have been accepted by the Member when this information was also actually issued.

18.5. Insofar as gender-specific designations are used in this contract, both female and male persons, as well as legal entities are meant.

18.6. Should provisions of the contractual basis be wholly or partly ineffective and/or unworkable, this shall not effect the effectiveness of the remaining provisions.

18.7. This agreement shall be subject to the Laws of the State of Qatar. The regulations of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

18.8. Registration and participation in the Lyonesse Loyalty Programme is from a completion of the 21st year of life.

18.9. The Member undertakes to himself to bear all charges, fees, taxes etc. which arise for the Member through the receipt of Member Benefits.

18.10 All disputes between the parties 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 Center, by three arbitrators. The Arbitration shall take place in Dubai, United Arab Emirates. Proceedings and award shall be in the English language.

18.11 The English language is the only accepted and legal binding language for this entire contract

Enclosure 1

Glossary

„Cashback“ is the Member Benefit described in more detail under Clause 8.1.1..

„Cashback Card“ is a plastic or paper card or a virtual card (retrievable via Lyonesse mobile App), that serves to record Member purchases from Loyalty Partners in the Lyonesse Loyalty Company. It is not, thereby, a means of payment.

„Recommender“ is the Member, who directly recommended another Member and is listed as Recommender during the latter's subsequent registration with Lyonesse or the Member who, following the changing of a Recommender, is listed by Lyonesse as the Recommender for the respective Member.

„Friendship bonus“ is a bonus described in detail under Clause 8.1.3., which the Member shall receive for purchases made by first and second level members in the Lyonesse Loyalty Programme that were recruited by him.

„Friendship flyer“ is the document, which must be forwarded to Lyonesse, completed and signed, in the case of an offline registration, in order to submit a binding offer to establish Lyonesse membership.

„Vouchers“ are Original Vouchers and/or Gift Cards and electronic vouchers (voucher codes) from the Loyalty Partners described in detail in Clause 6.1.

„Lyonesse Vouchers“ are vouchers issued by Lyonesse. They can be acquired by members at www.lyonesse.qa and redeemed at www.lyonesse.qa for the purchase of Loyalty Partner vouchers (not though directly for purchases from Loyalty Partners) as well as certain goods designated by Lyonesse. A detailed description is given under Clause 7.

„Prepaid Lyonesse MasterCard ® „ is a card with cashback card-functionality that is provided in cooperation with a card issuer.

„Lyonesse Loyalty Programme“ is the purchasing association developed by Lyonesse, within the framework of which, members receive Member Benefits when they purchase goods and services from Loyalty Partners and a Friendship Bonus for purchases made by first and second level members in the Lyonesse Loyalty Programme that were recruited by them.

„Members“ are all persons, who have concluded a contract to establish membership with Lyonesse according to these General Business Terms and Conditions, for as long as this contract exists, i.e. has not been ended through its termination by one of the contracting parties.

„Membership ID“ is a unique number which is allocated by Lyonesse and which serves to identify the Member and for the capture of purchases made from Loyalty Partners.

„Member Benefits“ are all benefits which the Member receives or, when appropriate, can receive through the making of purchases from Loyalty Partners in the Lyonesse Loyalty Programme. Benefits in this sense are Cashback as well as, where appropriate, Shopping Points.

„Personal Member Area“ is a log-in area of the respective member on the Lyonesse website that is described in detail under Clause 10.

„Online Shops“ are online traders which are in a contractual relationship with Lyonesse and from which members can receive Member Benefits through the purchase of goods and services from them, subject to the preconditions described under Clause 5, and a Friendship Bonus for purchases made by first and second level members in the Lyonesse Loyalty Programme who were recruited by them.

„Loyalty Partners“ are companies which are in a contractual relationship with Lyonesse and from which members can receive Member benefits through the purchase of goods and services from them and a Friendship Bonus for purchases made by first and second level members in the Lyonesse Loyalty Programme who were recruited by them.

„Shopping Points“ are a Member Benefit described in detail under Clause 9