

# GENERAL TERMS AND CONDITIONS FOR CASHBACK WORLD MEMBERS

Version: September 2018

## Preamble

- A. mWI myWorld India Private Limited (hereinafter referred to as “*myWorld*”) a company registered under Companies Act 2013, bearing Company Incorporation Number (CIN): U74999DL2018FTC331999 and having its Registered office at A288, 2nd Floor, Defence Colony, New Delhi-110024, India, operates a shopping programme that enables participants (“*Members*”) to receive *Member Benefits* by making *Purchases* from *Loyalty Merchants* as part of the *Cashback World Programme*.

These *GTCs* (including all recital, clauses, annexure or amendments made thereto) form a legally binding agreement (“*Agreement*”) between *myWorld* and the *Member* for the purposes of participation in the *Cashback World Programme*.

The person, who reads and accepts these *GTCs* and whose name is specified on the registration form or on the *Registration Flyer* is desirous to participate as a *Member* in the *Cashback World Programme*.

A *Member* must read and accept these *GTCs* before participating in the *Cashback World Programme*.

Clicking on “I have read and accepted the *GTCs*” or presenting the *Cashback Card* to a *Loyalty Merchant* or quoting the *Membership ID* for a *Purchase* is deemed to be an acceptance by a *Member* of these *GTCs* and of any updates made thereto.

- B. These *GTCs* form an electronic record under the Information Technology Act, 2000 and the rules made thereunder and does not require any physical or digital signatures.

Any term or condition that appears in italics can be found in **Appendix I**, a glossary of defined terms.

*myWorld* reserves the right to change these *GTCs* prospectively, at any time and without any reason, including changing the *Benefits* of the *Cashback World Programme*. Every such amendment will be published on the *Cashback World Website* and it is solely the *Member's* responsibility to ensure that he keeps himself acquainted with the latest version. The *Member* agrees that these *GTCs*, as published on the *Cashback World Website*, at any given point in time, shall be legally binding.

## 1. Object of the Agreement

- 1.1 A *Member's Purchases* are recorded under the *Cashback World Programme*. A *Member* can use the following methods to make *Purchases*: offline/ in person *Purchases*, at *Loyalty Merchants*, by presenting *Cashback Card* and online *Purchases* from *Online Shops of Loyalty Merchants*, through *myWorld's* online platform/s. See Clause 4.3 for more information about the methods for recording *Purchases*.

- 1.2 In accordance with these *GTCs*, a *Member* is authorised to participate in the *Cashback World Programme* and to receive *Member Benefits*.

## 2. Basis for the agreement

- 2.1 Upon acceptance by *myWorld* of an application to register, the applicant will become a *Member* and receive a personal, non-transferable *Membership ID*. This entitles him to participate in the *Cashback World Programme* (but does not make him a member of any registered or unregistered club, society or association); see further Clause 16.2.

- 2.2 In order to complete the *Agreement* and to become a *Member* an applicant must apply to be registered either offline, using a *Registration Flyer* provided by *myWorld*, or online, online using *myWorld's* online registration form on the *Cashback World Website*. He may also register with a *Loyalty Merchant*. Upon receipt of application for registration, *myWorld* reserves the right to accept the application or reject it, at its sole discretion.

- 2.3 Unless *myWorld* rejects an application, the *Commencement Date* of the *Agreement* will be the date on which the applicant clicks on “complete registration” on the *Cashback World Website*.

- 2.4 The *Member* declares that all information/data provided by him/her to *myWorld*, which form the basis of this *Agreement* are correct, and agrees to indemnify and hold *myWorld* harmless in the event of culpable and/or untruthful statements. The *Member* undertakes to inform *myWorld* immediately of any changes to his/her personal data (in particular the residential address, e-mail address, bank details, telephone number, etc.) provided during registration or hereinafter.

- 2.5 Each natural person or legal entity is only permitted to register once (i.e. only one *Membership ID* will be obtained by each *Member*). 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 *Member Benefits*, *myWorld* reserves the right to terminate the contractual relationship with good cause and revoke any *Member Benefits* obtained in this manner. If a *Member* registers more than once, the most recent *Membership ID* will be deleted and any *Member Benefits* will be revoked.

## 3. Legal relationship

- 3.1 Participation in the *Cashback World Programme* is at a *Member's* sole discretion and responsibility and constitutes only a contractual relationship between the parties. A *Member* is legally independent of *myWorld* and nothing in any agreement between a *Member* and *myWorld* will render a *Member* to be an employee, servant, worker, agent, shareholder or partner of *myWorld*, nor will a *Member* hold himself out as such.

- 3.2** If eligible, a *Member* is entitled only to receive *Member Benefits*. A *Member* is not entitled to any remuneration extending above and beyond these. A *Member* is not entitled to the reimbursement of any expenses. This applies particularly should the *Member* recommend the *Cashback World Programme* to others.
- 3.3** A *Member* is not authorised to represent *myWorld* in any way and must not make representations regarding the *Cashback World Programme*; likewise, he must not take as fact any such representations made by other *Members*. A *Member* is not entitled to receive money or collect funds on behalf of *myWorld*. In the event of any breach of this clause *myWorld* may terminate this Agreement forthwith and with good cause and revoke any *Member Benefits* obtained in this manner.
- 3.4** Without the prior written consent from *myWorld*, the *Member* is not entitled to:
- (a) use logos, writing, trademarks, slogans, domains, other symbols and similar content from *myWorld* or a *Loyalty Merchant*;
  - (b) create business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, brochures, websites, apps, advertising material, bulk emails, mail shots, homepages or any similar media concerning *myWorld* or the *Cashback World Programme*, to distribute them in written or electronic form or in any other miscellaneous manner or to make them publicly accessible (e.g. on internet sites such as Facebook or YouTube);
  - (c) organise and run events, such as information events, workshops, seminars, etc., concerning *myWorld* or the *Cashback World Programme*; or
  - (d) introduce retailers, wholesalers, other miscellaneous traders, or other companies which offer goods or services for final consumers, including fuel stations, franchisees and department stores as *Loyalty Merchants* or *Members*, to conduct negotiations or preliminary discussions or to pursue advertising campaigns of any kind, in particular on the premises or in the vicinity of such a company.

#### **4. Cashback World Programme**

- 4.1** By making a *Purchase* from a *Loyalty Merchant*, a *Member* acquires *Member Benefits* in accordance with these *GTCs*. The *Member Benefits* and their respective conditions are described in more detail in Clause 6. Under the terms of these *GTCs*, a *Member* is not obligated to make *Purchases* or perform any other duties.
- 4.2** To be able to grant *Member Benefits*, *myWorld* enters into contracts with *Loyalty Merchants*. Current *Loyalty Merchants* and the associated *Member Benefits* are listed online at [www.cashbackworld.com](http://www.cashbackworld.com) and a *Member* is expected to apprise himself of the same.
- 4.3** To be eligible to receive *Member Benefits*, a *Member's Purchase* must be recorded. The *Member* can use one of the follow methods to record his *Purchase*:
- 4.3.1** *Cashback Card*; When making an offline/ in person *Purchase* from a *Loyalty Merchant* that accepts the *Cashback Card*, a *Member* should present the *Cashback Card* before completing the transaction so that the *Purchase* may be recorded by the *Loyalty Merchant*.
- 4.3.2** *Online Shop*; to make and record a *Purchase* from an *Online Shop*, a *Member* should:
- (a) log in at [www.cashbackworld.com](http://www.cashbackworld.com) using his access data and then select the *Online Shop* of his/her choice, or
  - (b) access the *Online Shop* from another online channel provided by *myWorld* to record purchase data
- and then make the *Purchase* directly from the *Online Shop*. To enable the *Purchase* to be recorded, a *Member* must make sure that cookies are enabled and that advertisement or script blockers are disabled during the *Purchase* process. See Clause 5 for more information on shopping online. *myWorld* will not be held responsible if the *Member* fails to comply with the requirements of this Clause and as a result of it a *Purchase* is not recorded.
- 4.4** For the methods described under Clauses 4.3.1 and 4.3.2, the *Loyalty Merchant* sends all *Purchase* and/or billing data to *myWorld* for the calculation of the resulting *Member Benefits*. *myWorld* will not be held responsible if the *Loyalty Merchant* fails to report a *Purchase* or owing to some technical or other error, and/or if *myWorld* or the *Loyalty Merchant* is unable to trace a *Purchase* back to the *Member*. Whilst *myWorld* will try to recover a missing *Purchase*, *myWorld* reserves the right not to chase a missing *Purchase* claim. The decision of *myWorld* in this regard will be final.

#### **5. Online shopping**

- 5.1** The *Member* is recommended to read the Online Shopping section in the FAQs at [www.cashbackworld.com](http://www.cashbackworld.com).
- 5.2** The *Member* is entitled to cancel, modify or return an online *Purchases*, subject to the terms offered by the specific *Loyalty Merchant*, from whose *Online Shop* the *Purchase* is made. For this purpose, it is imperative that the *Member* acquaints himself with these terms including without limitation return period, grounds for cancellation or return etc., before making any *Purchase*.
- 5.3** A *Member* is entitled to receive *Member Benefits* provided that the *Loyalty Merchant's* cancellation or return period has expired and the *Member* has not cancelled the *Purchase*.
- 5.4** A *Member* who makes a *Purchase* at an *Online Shop* is entitled to *Member Benefits* only if the *Online Shop* is available in India. These are listed under [www.cashbackworld.com](http://www.cashbackworld.com).

5.5 *myWorld* has no influence over the design and/or content of an *Online Shop* as it is owned by the *Loyalty Merchant* independent of *myWorld*, and is in no way responsible for such a website. *myWorld* expressly distances itself from any content on such a website that may be illegal or immoral.

## 6. **Member Benefits from the Cashback World Programme**

6.1 A *Member* who makes a *Purchase* is entitled to receive *Member Benefits*. The *Member Benefits* are based on the conditions agreed in the contract between *myWorld* and the *Loyalty Merchant*; they therefore vary according to the *Loyalty Merchant*, sector and country in question. Currently, *Member Benefits* comprise *Cashback* (see Clause 6.1.1) and *Shopping Points*, if applicable (see Clause 6.1.2).

6.1.1 *Cashback*: A *Member* will receive *Cashback* for each *Purchase*. The percentage granted by each *Loyalty Merchant* is listed at [www.cashbackworld.com](http://www.cashbackworld.com). *Cashback* payments are made in accordance with Clauses 6.4 to 6.6.

6.1.2 *Shopping Points*: In addition, a *Member* will receive *Shopping Points* for a *Purchase* from a *Loyalty Merchant* that uses *Shopping Points*. A *Member* can redeem *Shopping Points* to obtain a discount on a *Purchase* described in the special offers listed under [www.cashbackworld.com](http://www.cashbackworld.com). See Clause 7 for further details.

**Kindly note: The above-mentioned Member Benefits are not definite and subject to change, from time to time, as per myWorld's discretion.**

6.2 With regard to special offers and any other special arrangements with *Loyalty Merchants*, *myWorld* reserves the right to deviate from the provisions of these *GTCs*. In order to bring to its *Members* as wide a range as possible of *Loyalty Merchant* offers, *myWorld* will also endeavour to make special discount agreements with its *Loyalty Merchants* and pass on comprehensive *Benefits* to its *Members*. Any special offers agreed with a *Loyalty Merchant* (e.g. unusual *Purchases*, such as limited term phone contracts or travel packages) will be listed on the *Loyalty Merchant* page at [www.cashbackworld.com](http://www.cashbackworld.com) (see also Clause 6.3).

6.3 The *Benefits* granted by each *Loyalty Merchant* are listed at [www.cashbackworld.com](http://www.cashbackworld.com). A *Member* is recommended to check the *Cashback World Website* on a regular basis to keep himself/herself up-to-date with the conditions offered by each *Loyalty Merchant*. In the event of a change to the conditions offered by a particular *Loyalty Merchant*, *myWorld* reserves the right to amend the *Member Benefits* for this *Loyalty Merchant*. A *Member's* entitlement to *Member Benefits* is based on the conditions in place at the time when the *Purchase* was paid for in full.

6.4 In order for *Member Benefits* to be credited, the *Purchase* must be fully paid by the *Member* and the legal rights to cancel the *Purchase* without giving reasons must no longer exist, i.e. especially any existing distance selling cancellation period must have elapsed. If these requirements are satisfied, the *Loyalty Merchant* will confirm and report the *Purchase* to *myWorld*. *Purchasing 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 *Personal Member Area* of the *Member* (*Member Benefits*). A pay-out of the *Member Benefits* to the *Member* shall be possible only after the *Loyalty Merchant* has reported them to *myWorld*.

For the *Benefits* to be credited to a *Member* he/she must have paid for the *Purchase* in full and no further rights should exist to reverse it (either contractual, e.g. as per the specific *Loyalty Merchant's* return policy, or legal, e.g. the existence of a withdrawal / cooling off period under any distance selling regulations or otherwise). Provided these criteria are met, and the *Loyalty Merchant* confirms the *Purchase* to *myWorld*, the *Benefits* are accrued for the *Member* in the *Personal Member Area*. *myWorld* invoices the *Loyalty Merchant* for the agreed discount and, when paid by the *Loyalty Merchant* (expected within three months) the *Member* receives the *Benefits* from *myWorld*.

6.5 Provided that at least INR 250 of *Cashback* has been accrued for the *Member* and the *Member* has provided *myWorld* with his account details designating the account wherein such *Cashback* is to be transferred, *myWorld* will transfer *Cashback* weekly to the *Member's* designated account. If a *Member* does not accumulate *Cashback* of at least INR 250 within a period of three years, the amount of accumulated *Cashback* will expire. Further, if a *Member* does not provide *myWorld* with his account details within one year of accumulating at least INR 250 of *Cashback*, the accumulated *Cashback* will expire. In both these circumstances, *myWorld* will remind the *Member* by email or letter to accumulate the minimum *Cashback*, which may be transferred to his account or submit his account details, as the case may be, and advise of the consequences of not doing so.

6.6 If a *Member* makes a *Purchase* from a *Loyalty Merchant* in another country (either offline/in person or online), the transaction may appear initially in the *Member's* Cash Account in the currency of that country. Once the *Purchase* has been confirmed by the *Loyalty Merchant*, the transaction will be converted automatically, using an appropriate exchange rate, into the *Member's* local currency and shown in his *Personal Member Area*. The validity of Clause 5.4. **Fehler! Verweisquelle konnte nicht gefunden werden.** shall remain unaffected, i.e. a *Member* is only entitled to receive *Member Benefits* for an international *Purchase* made using the channels (e.g. *Online Shops*) listed on the *Cashback World Website*.

## 7. **Shopping Points**

7.1 A *Member* may be entitled to receive a certain number of *Shopping Points* for a *Purchase*, provided these are included in the discount negotiated by *myWorld* with the *Loyalty Merchant*.

7.2 The number of *Shopping Points* granted (if granted at all) depends on the value of the *Purchase* and conditions agreed with the particular *Loyalty Merchant* by *myWorld*. The *Member* is referred to the *Loyalty Merchant's* page on [www.cashbackworld.com](http://www.cashbackworld.com), where the number of *Shopping Points* granted by the *Loyalty Merchant* for a *Purchase* worth INR 8,000 is shown.

- 7.3** *Shopping Points* have no fixed monetary value. Their value is determined by the discount granted upon redemption at the *Loyalty Merchant* in question. *Shopping Points* cannot be paid out in cash and must not be transferred to another person for a fee. However, a *Member* may transfer *Shopping Points* to another *Member* free of charge, for example as a gift.
- 7.4** A *Member* can track his *Shopping Points* in his/her *Personal Member Area*. These can be used to obtain a discount for certain special offers listed at [www.cashbackworld.com](http://www.cashbackworld.com). The *Member* can use only the number of *Shopping Points* specified for the particular offer.
- 7.5** If a *Member* redeems *Shopping Points* when making a *Purchase*, he/she will be entitled to *Member Benefits* based on the price paid after deducting the additional discount obtained through the use of *Shopping Points*.
- 7.6** *Shopping Points* will expire at the end of the third calendar year following the year in which they were earned.
- 8. Personal Member Area**
- 8.1** *myWorld* will provide each *Member* with his/her own *Personal Member Area* at [www.cashbackworld.com](http://www.cashbackworld.com) free of charge. Once a *Member* has entered his/her username and password, he/she can view his/her *Purchases* and *Member Benefits* from the *Cashback World Programme*. Should the *Cashback World Website* and log-in area at [www.cashbackworld.com](http://www.cashbackworld.com) become unavailable, *myWorld's* liability is governed by the terms of Clause 12.
- 8.2** A *Member* must retain securely and confidentially his/her access data for his/her *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.cashbackworld.com](http://www.cashbackworld.com).
- 8.3** A *Member* undertakes to notify *myWorld* without delay of any improper use of access to his *Personal Member Area*. Upon such notification, access to a *Member's* account will be blocked immediately and new access data will be sent to the *Member* by text message, e-mail or post. Should a *Member* suffer loss as a result of improper use of his access data, *myWorld's* liability is governed by the terms of Clause 12.
- 8.4** Notwithstanding Clause 8.3, *Members* agree to be liable for all transactions made pursuant to the use of the access data in the *Personal Member Area*, with or without the *Member's* knowledge or consent. *Members* acknowledge that *myWorld* is under no obligation or duty to verify the authenticity of any person who performs transactions through the use of valid access data.
- 9. Change or assignment of the Recommender**
- A *Member* who has not made a *Purchase* for a period of at least six months can change his *Recommender* (if assigned) or allocate a *Recommender* by nominating another *Member* as *Recommender*. The newly-nominated *Recommender* must give his consent to this change.
- 10. Data protection**
- 10.1** *myWorld* collects, stores and processes *Member* data such as details regarding shopping habits and previous *Purchases*, insofar as this is necessary to operate the *Cashback World Programme*. Provided the *Member* has given his consent, *myWorld* will also use the *Member's* data to personalise information about offers and products from *myWorld* and the *Loyalty Merchants*.
- 10.2** Further details with respect to data that is collected by *myWorld* and the manner in which it is stored, processed or transmitted, are provided in the data protection declaration, available at [www.cashbackworld.com](http://www.cashbackworld.com), and the *Member* is advised to review the same.
- 10.3** All enquiries regarding the amendment or deletion of data can be directed to the grievance officer, at the contact details provided in the data protection declaration at [www.cashbackworld.com](http://www.cashbackworld.com).
- 10.4** *myWorld* uses established security equipment and methods to safeguard and protect its *Members'* data from unauthorised access. *myWorld's* liability for the security of data transmitted on the internet is governed by Clause 12 of this Agreement and the Data Privacy Policy.
- 11. Disruptions to Service**
- 11.1** The scope of services offered by *myWorld* is restricted to the operation of the *Cashback World Programme* as described in these GTCs.
- 11.2** The rights and obligations related to a *Purchase* shall apply solely to the *Loyalty Merchant*. Following the completion of a *Purchase* transaction 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.
- 12. Liability**
- 12.1** Nothing in this Agreement shall operate to exclude or limit *myWorld's* liability to a *Member* where it would be unlawful to do so.

- 12.2** *myWorld* is responsible only for loss or damage suffered by a *Member* that are directly a result of *myWorld* (a) breaking its contract with a *Member* under these *GTCs*; or (b) failing to fulfil its obligations towards a *Member*, in terms of these *GTCs*. Notwithstanding anything contained in these *GTCs*, should there be a breach or failure on the part of *myWorld* to fulfil any of its obligations, owing to an act of God or reason's beyond *myWorld*'s control, in such circumstances, *myWorld* will not be held responsible for the resulting loss and consequently no indemnity can be sought for the same from *myWorld*. Further, *myWorld* will not be responsible for any loss or damage, howsoever caused, that is not foreseeable or directly attributable to an act or omission on the part of *myWorld*.
- 12.3** *myWorld* has no liability whatsoever arising out of a *Member*'s participation in the *Cashback World Programme*. In particular, but not as a limitation thereof, *myWorld* is not liable to a *Member* for:
- a) any loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity; or
  - b) any indirect or consequential loss or damage, litigation;
  - c) any errors or omissions from the *Cashback World Website* or any service or product obtained therefrom;
  - d) the unavailability or interruption of the *Cashback World Website* or any features and services thereof, due to the use of the *Cashback World Website* or the contents and material contained therein; including, but not limited to interruptions to a *Member*'s internet access, 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, 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), unavailability of mobile networks or terminals, functional defects on a *Member*'s mobile device; or
  - e) the failure, for any reason, of a *Loyalty Merchant* to sell or supply the goods or services required by the *Member*; or
  - f) a faulty/defective good or services supplied by a *Loyalty Merchant*, whether based on breach of Agreement, breach of warranty, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.
- 12.4** A *Member* agrees to defend (if requested by *myWorld*), indemnify and hold *myWorld* harmless against all liabilities, claims, losses, damages and expenses that may arise out of or in connection with (a) the *Member*'s breach or anticipated breach of this Agreement or (b) the *Member*'s use of the *myWorld* Website or *Member*'s *Personal Member Area*, or (c) the *Member*'s *Purchase* at a *Loyalty Merchant*, or (d) the *Member*'s violation of any law, rules, regulations, codes, statutes, ordinances, orders of government or quasi-government authorities. Notwithstanding the foregoing, *myWorld* reserves the right to settle, compromise and pay any and all claims, demands, proceedings, suits, actions or causes of action that may be brought against them under this sub-clause.
- 12.5** 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.
- 12.6** The limitations and exclusions of liability under this Clause 12 shall in no way affect the liability of *myWorld* in compliance with its obligations under the provisions of the applicable consumer protection laws in India. Except as otherwise provided in these *GTCs*, and especially under Clause 12.1, *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 this Agreement. The provisions of this Clause 12 will survive the termination or expiry of this Agreement or the *Member*'s membership with *Cashback World Programme*.
- 13. Exclusion of Warranties and Guarantees**
- 13.1** A *Member* expressly understands that participation in the *Cashback World Programme* is at his sole risk and discretion and *myWorld* disclaims all warranties and conditions of any kind. The scope of services offered by *myWorld* is restricted to the operation of the *Cashback World Programme* as described in these *GTCs*.
- 13.2** The *Loyalty Merchant* will be responsible to the purchasing *Member* for the supply of goods or service, as the case may be, in accordance with the *Loyalty Merchant*'s terms and conditions. All interaction between a *Member* and the *Loyalty Merchant*, whether on an *Online Shop* or an offline shop, will be on a principal to principal basis and *myWorld* will not be a party to such transactions. *myWorld* is not the seller or supplier of any *Loyalty Merchant*'s goods or services and thus is not bound by any of the legal obligations applicable to the sellers of these goods or services.
- 13.3** Accordingly, *myWorld* makes no representations and has no control over or responsibility for:
- 13.3.1** The quality, safety, or legality of the goods or services of a *Loyalty Merchant*;
  - 13.3.2** whether the *Loyalty Merchant* can or will supply and pass good title to any goods or services;
  - 13.3.3** whether the quality of the goods or services offered by a *Loyalty Merchant* will meet the *Member*'s requirements;
  - 13.3.4** whether the service of a *Loyalty Merchant* will be uninterrupted, timely or free from errors;

13.3.5 whether the defects, if any, in the operation or functionality of the service of a *Loyalty Merchants* will be remedied.

13.4 A *Member* should exercise no lesser degree of caution when entering into transactions with a *Loyalty Merchant* than he would when entering into similar transactions with any other merchant/retailer/ service provider.

13.5 Subject to the Clause 12, *myWorld* assumes no warranty, obligations or liability for a *Loyalty Merchant's* service obligations, in particular for its failure to fulfil its obligations, in whole or in part. Should a *Loyalty Merchant* fail to fulfil its obligations, the *Member* is not entitled to make any claims against *myWorld* for any damages or compensation or remuneration in any form, be it full or partial reimbursement of the value of a *Loyalty Merchant* Voucher redeemed, the issuance of a new *Loyalty Merchant* Voucher, a cash payment or any other form of payment. The *Loyalty Merchant* is solely responsible for all claims resulting from its failure to fulfil its obligations or failure to fulfil obligations correctly.

#### 14. Costs

14.1 Registration and participation in the *Cashback World Programme* is free of charge for *Members*.

14.2 A *Member* receives a *Cashback Card* free of charge as part of the registration process.

14.3 For *Purchases* made by a *Member* at a *Loyalty Merchant*, the *Member* will make payment directly to the *Loyalty Merchant*; *myWorld* will not be a party to this payment.

#### 15. Termination by the *Member*

15.1 A *Member* has entered into this Agreement of his own free will and may terminate this Agreement at any time, without penalty, by giving written termination notice to *myWorld* in accordance with Clause 17.5 of this Agreement.

15.2 In the event of such notice being given:

15.2.1 the *Member* will receive an email confirming the termination and the *Member* will cease to be a *Member* upon such communication;

15.2.2 the *Member* will not be eligible for any *Member Benefits* on future *Purchases*, upon termination;

15.2.3 On termination by a *Member*, he is entitled only to receive *Cashback* arising from *Purchases* already made. All accumulated *Shopping Points* will be forfeited on termination of the Agreement. However, should the *Member* terminate the Agreement due to a material breach by *myWorld*, the *Member* will be able to redeem any *Shopping Points* as described in Clause 7 within a period of eight weeks following the termination of the Agreement.

#### 16. Termination by *myWorld*

16.1 Without prejudice to any other rights or remedies that *myWorld* may have, *myWorld* is entitled to terminate the contractual relationship without cause with a notice period of 30 days or with immediate effect for good cause. Any such notice will be in accordance with Clause 23 of this Agreement. Good cause refers to:

16.1.1 substantial damage to *myWorld's* or a *Loyalty Merchant's* economic interests or reputation (in case a *Member* violates any legal provisions and/or third-party rights, or violates, endangers, infringes upon a legitimate interest of *myWorld* etc.);

16.1.2 a material breach of the *Member's* contractual duties. The *Member's* material contractual duties include those set out in Clauses 2.4, 2.5, 3.3 and 3.4.;

16.1.3 objection by a *Member* to any changes made to the *GTCs* by *myWorld*, in furtherance of Clause 17.4 of these *GTCs*.

16.2 *myWorld* may also withdraw, amend, modify, suspend the *Cashback World Programme* at any time in circumstances, such as in case the *Cashback World Programme* is no longer commercially viable for *myWorld* or is no longer viable due to any change in the applicable laws in India, in which case *myWorld* will use its reasonable endeavours to give a notice period of 30 days to the *Member*, in accordance with Clause 23 of this Agreement.

16.3 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.

16.4 In addition, and without prejudice to the right of *myWorld* to terminate this Agreement in accordance with Clause 16.1 above or otherwise, *myWorld* may by notice require a *Member* in breach of Agreement to rectify such breach within fourteen days of such notice and if he fails to do so, *myWorld* will have the right to terminate the Agreement with immediate effect, by notice in accordance with clause 16.1, above.

16.5 In the event that *myWorld* terminates the Agreement in accordance with clause 16.1:

- 16.5.1 the *Member* will cease to be a *Member* with immediate effect;
- 16.5.2 the *Member* will not be eligible for any *Member Benefits* on future *Purchases*, upon termination;
- 16.5.3 On termination by *myWorld*, a *Member* is entitled only to receive *Cashback* arising from *Purchases* already made. Should *myWorld* terminate the Agreement for good cause where the *Member* is not at fault, the *Member* can redeem his *Shopping Points* within 8 weeks following termination of the Agreement in accordance with Clause 7. Any *Shopping Points* will otherwise be forfeited upon termination of the Agreement.
- 16.5.4 *myWorld* will not be liable to any *Member* for any loss or damage or expense of any kind, arising out of termination, whether direct or indirect or consequential.

## 17. General Provisions

- 17.1 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 *Cashback World Programme* be used as security.
- 17.2 Participation in the *myWorld Cashback Programme* constitutes merely a contractual relationship and therefore does not establish any other relationship between the *Member* and *myWorld* (including its parents, subsidiaries, sister companies and affiliates) such as a corporate society, membership of any clubs/societies/associations or "membership" in the sense of being a shareholder / stockholder of *myWorld*, its parents, subsidiaries, sister companies and affiliates.
- 17.3 Individual agreements always take precedence over these *GTCs*. 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 Agreement to the *Member* by text message or email, provided that the *Member* has disclosed the relevant contact details and does not object to this.
- 17.4 *myWorld* reserves the right to change these *GTCs* prospectively, at any time and without any reason, including but not limited to changing the *Benefits* of the *Cashback World Programme* and every such amendment will be published on the *Cashback World Website*. *Members* may be notified of amendments made to the *GTCs* by email; however, each *Member* agrees that *myWorld* may notify him by publishing the amendments on the *Cashback World Website*. The *Member* agrees that the *GTCs*, as published on the *Cashback World Website*, at any given point in time, shall be legally binding. Changes made to these *GTCs*, pertaining to *Member Benefits*, shall be communicated to the *Member* by *myWorld* through email, and such changes shall be deemed to be accepted by the *Member* if the *Member* does not object to their applicability within 30 days of receipt of the written notification of change.
- 17.5 Any notice required to be given under this Agreement 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*: A-288, 2nd Floor, Defence Colony, New Delhi 110024 or email at office.in@myworld.com; (b) if to the *Member*: to the address/ email address given by the *Member* at the time of registration in the *Cashback World Programme* or to such other address specified by the *Member* by notice in writing to *myWorld*.
- 17.6 Any notice will be deemed to have been duly received: (a) if by post, 7 (seven) days after it is sent, or (b) if delivered personally, at the registered address of *myWorld*, in case of the *myWorld*, or at the address given by the *Member* at the time of registration or at his latest notified address, in the case of a *Member*; or (c) if sent by email, twelve (12) hours after it is sent.
- 17.7 The provisions of this clause will not apply to the service of any process in any legal action or proceedings, in which case any notice, communication or statement relating to this Agreement will be in writing.
- 17.8 Words in the singular will include the plural and vice versa. A reference to one gender will include a reference to the other gender.
- 17.9 The illegality, invalidity, or unenforceability of any provision of this Agreement will not in any manner affect or render illegal, invalid or unenforceable any other provision of this Agreement, and that provision and this Agreement generally will be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in this Agreement.
- 17.10 This Agreement will be governed by and be interpreted exclusively in accordance with the laws of the Republic of India. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, will be referred to and finally resolved exclusively by the courts of Delhi.
- 17.11 A *Member* must be at least eighteen years old in order to register and participate in the *Cashback World Programme*. Subject to these *GTCs*, a natural person is eligible to become a *Member*; he should be competent to the Agreement as required by section 11 of the Indian Contract Act, 1872 and he should have a bank account in his own name. For a natural person to become a *Member*, the following conditions must be fulfilled:
  - a. He should be at least 18 years old, on the date of his accepting these *GTCs*;
  - b. He should not be of unsound mind and;
  - c. He should not be insolvent.
- 17.12 A *Member* is responsible for all charges, fees, taxes etc. accrued by the *Member* as a result of receiving *Member Benefits*.

## **Annex 1** **Glossary**

**“Cashback”** is a *Member Benefit* described in greater detail in section 6.1.1.

**“Cashback Card”** is a paper, plastic, or electronic (online) card. It is not a credit card or a stored value card. It can only be used to register the *Purchases* made by a *Member*. It also does not confer upon the *Member* any rights or *Benefits* other than as laid down in these *GTCs*.

**“Recommender”** is a *Member* (*Loyalty Merchants*, cooperation partner, etc.) that has referred another *Member* or that is listed in *myWorld* under one of the requirements of section 9 as the *Recommender* of the respective *Member*.

**“Registration Flyer”** is the document that has to be completed, signed, and sent to *myWorld* in the case of an offline registration, in order to submit a binding offer to *myWorld* to establish a membership.

**“Cashback World Programme”** is the shopping programme operated by *myWorld*, that enables a *Member* to receive *Member Benefits* when purchasing goods and services from *Loyalty Merchants*.

**“Cashback World Website”** is [www.cashbackworld.com](http://www.cashbackworld.com)

**“Members”** are all persons, natural or legal, who have entered into an Agreement with *myWorld* to establish membership in the *Cashback World Programme* according to these General Terms and Conditions, for as long as this Agreement exists, i.e. has not ended through its termination by one of the contracting parties.

**“Member ID”** is a unique number allocated by *myWorld* that serves to identify the *Member* and to record *Purchases* made from *Loyalty Merchants*.

**“Member Benefits”** are all benefits which the *Member* receives by making purchases from *Loyalty Merchants* in the *Cashback World Programme*. Benefits in this sense include *Cashback* as well as *Shopping Points*.

**“Loyalty Merchants”** are business entities that have a contractual relationship with *myWorld* and from which *Members* can obtain *Member Benefits* from the *Cashback World Programme* by purchasing goods and services.

**“Online Shop”** is a website/web-portal/web-platform of an online *Loyalty Merchant* that has entered into a contract with *myWorld* to provide *Member Benefits* when a *Member* makes a *Purchase*.

**“Purchase”** is the acquisition by a *Member* of goods or services from a *Loyalty Merchant* either through its online or offline shop, and that is recorded in the *Cashback World Programme*.

**“Personal Member Area”** is the login area of the respective *Member* on the *Cashback World Website*, which is described in greater detail in section 8.

**“Shopping Points”** are the *Purchasing Benefit* described in greater detail in section 7.