

GENERAL TERMS AND CONDITIONS FOR CASHBACK WORLD MEMBERS

Version: June 2018

Preamble

- A. myWorld America Inc. (hereinafter referred to as “**myWorld**”) with principal place of business at 450 East Las Olas Boulevard, Suite 700 Fort Lauderdale, Florida, 33301, operates a shopping community that enables participants (hereinafter referred to as “**Members**”) to receive Member Benefits (hereinafter referred to as the “**Cashback World Program**”) by purchasing goods and services from Loyalty Merchants of myWorld (hereinafter referred to as “**Loyalty Merchants**”).
- B. A Glossary of Terms is included herein and can be found at the end of these General Terms and Conditions in **Attachment 1**. The terms used in sections 1 to 16 shall govern these General Terms and Conditions.

1. Object of the Agreement

- 1.1 The goods and services obtained by the Member from Loyalty Merchants (hereinafter referred to as “**Purchases**”) shall be recorded in the Cashback World Program. The following options are available to the Member to record purchases to use the benefits of the Cashback World Program: Cashback Card and the use of online channels offered by myWorld for purchases in online shops of Loyalty Merchants. These options for recording purchases are described in greater detail in Section 4.3.
- 1.2 According to these General Terms and Conditions, the Member shall be entitled to participate in the Cashback World Program and to receive Shopping Benefits. The Shopping Benefits are fully described in Section 6.

2. Basis for the Agreement

- 2.1 Upon acceptance of the registration application by myWorld, the applicant shall become a Member of myWorld and will receive a personal, non-transferable Membership ID (hereinafter referred to as “**Member ID**”). This entitles the Member to participate in the Cashback World Program (and does not constitute an association membership, see Section 16.2).
- 2.2 The registration flyer provided by myWorld, online registration, or registration on the premises of one of the Loyalty Merchants are the options available to the Member to execute the contract with myWorld.
- 2.3 The Member declares that his/her statements to myWorld are correct, and agrees to indemnify and holds myWorld harmless in the event of culpable, untruthful statements. The Member shall 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.
- 2.4 Only one registration (i.e. one Member ID) is allowed at a time for each natural person or legal entity. The home or business address (registered office) of the Member must be provided in the registration. Multiple registrations made to obtain unjustified Shopping Benefits shall entitle myWorld to terminate the contractual relationship for good cause and to withdraw the Shopping Benefits obtained in this manner. In the event of multiple registrations, the Member ID last registered shall be deleted. Any Shopping Benefits obtained solely by means of multiple registrations shall be forfeited.

3. Legal Relationship

- 3.1 No employment, agency, or joint venture relationship whatsoever (in particular no association membership) shall be established between myWorld and the Member. Participation in the Cashback World Program and the referral of Members shall take place exclusively within the framework of an independent contractor relationship. Members are self-employed independent contractors that are legally independent of myWorld. Members must not represent themselves in any way orally or in writing, as being an agent or employee of myWorld. Members have no authority to bind myWorld to any obligation. Members are responsible for any expenses which result from their membership activities, including, but not limited to taxes and other fees or expenses.
- 3.2 The Member shall be entitled only to Shopping Benefits. The Member shall not be entitled to any additional remuneration. The Member shall not be entitled to any reimbursement of expenses. This shall apply especially in the event that the Member recommends the Cashback World Program.
- 3.3 The Member is not authorized to represent myWorld, and is especially not authorized to make or receive statements to or from other Members with respect to the Cashback World Program. The Member is not authorized to accept cash or to collect payments on behalf of myWorld. A violation of this Section 3.3 shall entitle myWorld to terminate the contractual relationship for good cause.
- 3.4 Without the prior written consent of myWorld, the Member is not authorized:
- (a) to use logos, slogans, trademarks, claims, domains, other symbols, or the like of myWorld or Loyalty Merchants;
 - (b) to create business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, brochures, websites, promotional material, direct mail, mailings, homepages, or the like with reference to or mention of myWorld or the Cashback World Program in written or electronic form, or otherwise disseminate or publish the same (e.g. on websites such as YouTube or Facebook);

- (c) to conduct meetings such as information sessions, events, workshops, seminars, etc. with reference to and with mention of *myWorld* or the *Cashback World Program*; or
- (d) to recruit retailers, wholesalers, or other distributors and companies offering goods or services to end users, including gas stations, franchisees, and department stores, as *Loyalty Merchants* or *Members*, to conduct negotiations or initial discussions, or to engage in any type of recruitment activity to attract such businesses, especially not on or near the premises of the company.

4. Cashback World Program

- 4.1 By purchasing from *Loyalty Merchants*, the *Member* will acquire *Shopping Benefits* according to these General Terms and Conditions, namely *Cashback* and *Shopping Points*. The *Shopping Benefits* and their requirements are described in greater detail in section 6.
- 4.2 In order to be able to offer *Shopping Benefits* to its *Members* for their purchases, *myWorld* enters into agreements with *Loyalty Merchants*. The current *Loyalty Merchants*, including the respective *Shopping Benefits* granted, are available online at www.cashbackworld.com.
- 4.3 The *Member* can use one of the follow methods to make a *Purchase*:
 - 4.3.1 The *Cashback Card* is available as a paper, plastic, or virtual (online) card. It is not a means of payment, but serves solely to record a *Member's* purchasing data.
 - 4.3.2 When shopping online, the *Member*
 - (a) can use his/her login details to log in at www.cashbackworld.com and select the online shop of the desired *Loyalty Merchants* or
 - (b) go to the online shop via another online channel offered by *myWorld* to register the purchase and immediately make purchases in the online shop of the *Loyalty Merchants*. The purchase can be recorded only if the *Member's* system allows cookies during the purchasing transaction and does not use ad blockers or script blockers. For more detailed rules concerning online shopping, please refer to Section 5.
- 4.4 In the cases of Sections 4.3.1 and 4.3.2, the *Loyalty Merchant* from which a *Purchase* is made transmits the recorded purchasing or accounting data to *myWorld* to calculate the resulting *Shopping Benefits*.

5. Online Shopping

- 5.1 *Members* should refer to the FAQ section of www.cashbackworld.com for information regarding online shopping.
- 5.2 The *Member* is entitled to cancel online *Purchases* or withdraw from the consumer contract without reason within 14 days.
- 5.3 Pursuant to Section 6.4, in order for *Shopping Benefits* from purchases made by means of online shopping to be credited to the purchasing *Member*, the cancellation period must have elapsed and the *Member* must not have cancelled the purchase.
- 5.4 A *Member* shall be entitled only to *Shopping Benefits* for those purchases from the online shops of *Loyalty Merchants* that are listed for the country where the residential or business address of the *Member* (as per the registration) is located according to www.cashbackworld.com.
- 5.5 *myWorld* has no influence on or control over the design of the (linked) online shops of *Loyalty Merchants* and is not responsible for them. If any content on the linked websites is illegal or otherwise violates good moral standards, *myWorld* expressly disavows from such content.

6. Shopping Benefits from the Cashback World Program

- 6.1 Purchases by the *Member* that have been entered in the *Cashback World Program* enable the *Member* to enjoy *Shopping Benefits*. *Shopping Benefits* are based on the contractually agreed conditions between *myWorld* and the respective *Loyalty Merchants* and therefore vary depending on the *Loyalty Merchants*, the business sector, and the country. The *Shopping Benefits* consist of *Cashback* (Section 6.1.1), and for purchases from some *Loyalty Merchants*, *Shopping Points* as well (Section 6.1.2).
 - 6.1.1 *Cashback*: For purchases that have been posted in the *Cashback World Program*, the *Member* shall receive up to 5% *Cashback*, with a higher percentage being granted in some individual cases. The *Cashback* percentage of the respective *Loyalty Merchant* indicated in www.cashbackworld.com shall apply. *Cashback* payments shall be made pursuant to Sections 6.4 to 6.6.
 - 6.1.2 *Shopping Points*: For purchases that have been posted in the *Cashback World Program* and transacted with *Loyalty Merchants* that award *Shopping Points* for the same, the *Member* shall receive *Shopping Points*. *Shopping Points* can be redeemed by the *Member* to obtain a discount for purchases as part of special promotions identified in www.cashbackworld.com. More specific details are described in Section 7.

- 6.2** *myWorld* reserves the right to make any changes as part of special promotions in its sole and absolute discretion. *myWorld* is interested in offering its *Members* the greatest possible selection of shopping opportunities with *Loyalty Merchants* while organizing substantial discounts with *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 in the merchant detail page at www.cashbackworld.com (see Section 6.3 below.)
- 6.3** The respective benefits granted are listed at www.cashbackworld.com. The *Member* is advised to check the Cashback World website regularly for the status of the conditions for the respective *Loyalty Merchant*. *myWorld* shall be entitled to change the *Shopping Benefits* granted for individual *Loyalty Merchants* with a notification period of 14 days, provided and to the extent that the conditions agreed with the *Loyalty Merchant* change. The conditions that applied at the time that the *Member* paid the purchase in full shall be used to calculate the *Shopping Benefits* due to the *Member*.
- 6.4** In order for *Shopping Benefits* to be credited, the purchase must be fully paid by the *Member* and the existing cancellation period has expired. If these requirements are met, the *Loyalty Merchant* will confirm and report the purchase to *myWorld*. *Shopping 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* (*Shopping Benefits*). *myWorld* obligates the *Loyalty Merchants* to report no later than within three (3) months from the date on which the requirements according to clause 1 of this Section 6.4 are satisfied. A payout of the *Shopping Benefits* to the *Member* shall be possible only after the *Loyalty Merchant* has reported them to *myWorld*.
- 6.5** *myWorld* transfers credits from *Cashback* on a weekly basis to the bank account stipulated by the *Member* when they amount to at least \$10.00 USD. The entitlement to receive a payout of the *Cashback* shall lapse if the amount of \$10.00 USD is not reached within three years of the occurrence of the *Cashback*. After the amount of \$10.00 USD has been reached, the credit shall expire within 6 months, if the *Member* has not presented the bank details to *myWorld* for payment. At the time that the right of payout occurs, the *Member* shall again be informed by e-mail or by mail of the need to provide the bank details and of the consequences of forfeiture.
- 6.6** 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 US Central Bank or other relevant bank for the date the payment is received by the *Loyalty Merchant*. Section 5.4 shall remain unchanged, i.e. *Shopping Benefits* shall be granted only for purchases abroad that are made through channels (e.g. online shops) that are listed in the Cashback World website for the respective *Member*.
- 7. Shopping Points**
- 7.1** *Members* are credited with a certain number of *Shopping Points* for purchases from *Loyalty Merchants* in the *Cashback World Program* (if offered by them).
- 7.2** 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 \$150.00 USD on the merchant detail page at www.cashbackworld.com
- 7.3** *Shopping Points* have no fixed face value. Rather, their value is based on the scope of the discount granted by the respective *Loyalty Merchant* when the *Shopping Points* are redeemed. *Shopping Points* have no cash value and cannot be transferred to other persons for payment or other consideration. *Shopping Points*, however, may be given to other *Members* as a gift.
- 7.4** The accumulated *Shopping Points* are credited to the *Member* and can be tracked in the *Logged-in Member Area*. The *Member* may redeem them to obtain a discount for purchases as part of certain promotions presented at www.cashbackworld.com. *Shopping Points* may be redeemed only in the number specified for the respective purchase.
- 7.5** *Shopping Benefits* are also granted by *myWorld* for purchases for which the *Member* redeems *Shopping Points*. In this case, the amount of the *Shopping Benefits* is calculated based on the *Purchase Amount* remaining after deduction of the discount granted for the redemption of the *Shopping Points*.
- 7.6** *Shopping Points* shall expire after three (3) years. The three-year period shall begin at the end of the year in which the *Shopping Points* were earned.
- 8. Personal Member Area**
- 8.1** *myWorld* provides each *Member* with a *Personal Member Area* free of charge at www.cashbackworld.com (login area) where purchases that have been made and information about *Shopping Benefits* from the *Cashback World Program* can be viewed at any time after a user name and password are entered. *myWorld* assumes no liability for any non-accessibility or errors contained on the *Cashback World* websites and the login area at www.cashbackworld.com except as specified in section 12.
- 8.2** The login details for the use of the *Personal Member Area* (user name, password, and PIN) are to be kept safe and handled by the *Member* as strictly confidential. The user name and password must never be made available to third parties under any circumstances. The personal settings can be changed at any time by the *Member* at www.cashbackworld.com (login area).

8.3 The *Member* shall notify *myWorld* immediately of any misuse of his/her *online login details*. Following the immediate blocking of his/her 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 12.

9. Change or Assignment of the Referrer

Members who have not made purchases from *Loyalty Merchants* for a period of six months may change or be assigned to any existing *Referrer* by naming another *Member* as a *Referrer* with his/her consent to *myWorld*.

10. Data Protection

10.1 To the extent that it is required to conduct the *Cashback World Program*, i.e. to calculate the *Shopping Benefits*, *myWorld*, being responsible for data protection, collects, stores, and processes personal data such as data on the purchasing behavior and purchases of the *Members*. If the *Member* gives his/her consent, *myWorld* also uses the *Members'* data to send them personalized information about offers and products of *myWorld* and its *Loyalty Merchants*. Please see the *myWorld Privacy Policy* for more information.

10.2 All inquiries by the *Member* regarding information, changes, and deletion of personal data can be addressed directly to *myWorld* ([myWorld America Inc., 450 East Las Olas Boulevard, Suite 700, Fort Lauderdale, Florida, 33301](#)).

10.3 Further data protection provisions relevant to the use of the *Cashback World* website can be found in the *Privacy Policy* at www.cashbackworld.com.

10.4 *myWorld* uses internationally recognized security technologies to protect *Members'* data against unauthorized access. *myWorld* shall not be liable for security of the data transmitted via the Internet except as specified in Section 12.

11. Disruption of Service

11.1 The scope of services of *myWorld* is limited to the implementation of the *Cashback World Program* as described in these General Terms and Conditions.

11.2 The rights and obligations with respect to purchases made by the *Member* from *Loyalty Merchants* shall apply solely to the *Loyalty Merchants*. Following the conclusion of the contract with the *Loyalty Merchant*, *myWorld* assumes no warranty and shall have no liability for *Loyalty Merchant* service obligations, in particular for possible non-fulfillment or incorrect fulfillment by the *Loyalty Merchant* shall exist exclusively against the *Loyalty Merchant*.

12. Limitations of Liability and Indemnity

12.1 For damages due to negligent breach of duties that are fundamental for the reasonable and proper execution of the contract and that the *Member* accordingly trusts to be fulfilled (cardinal obligations), the liability of *myWorld* shall be limited to reasonable and foreseeable damage.

12.2 All liability for all other claims for damages are and shall be expressly released by the *Member*. . These claims shall include, but not be limited to:

- (a) interruptions to the availability of the *Member's* access to the Internet,
- (b) other technical and electronic errors (i) during data communication via the Internet and (ii) when using the *myWorld* Internet portal, *myWorld* SMS service, and *myWorld* applications for mobile devices, provided these errors are not attributable to *myWorld*,
- (c) technical and electronic errors not attributable to *myWorld* that prevent the recording of purchases made in the *Cashback World Program* (in particular, any tracking failures and resulting data losses)
- (d) the non-availability of mobile networks or terminals and
- (e) the failure of mobile devices of the *Member* to function properly.

The purchase contract for goods or the contract for services shall be executed exclusively between the *Member* and the *Loyalty Merchant* concerned.

12.3 Insofar as the liability for *myWorld* is limited or excluded, the limitations or exclusions shall also apply to the personal liability of the employees, legal representatives, and vicarious agents of *myWorld*.

13. Costs

13.1 Registration and participation in the *Cashback World Program* are free for the *Member*.

13.2 The *Cashback Card* is free of charge for the *Member* as part of the registration process.

14. Termination of the Contractual Relationship by the Member

- 14.1 The *Member* shall have the right to terminate the contractual relationship with *myWorld* at any time by means of a written statement. Furthermore, the *Member* shall not be required to make purchases or perform any other activities as part of the current contractual relationship.
- 14.2 Upon termination of the contract, the *Member* shall be entitled only to those cash benefits from the *Cashback World Program* that were in place at the time of termination, for example if the purchase qualifying for *Cashback* had already been made at the time the contract was terminated. Any *Shopping Points* accumulated up to this point shall automatically expire with the termination of the contractual relationship. However, if the *Member* terminates the contract for good cause, he/she may redeem the *Shopping Points* acquired within a period of eight weeks after termination of the contract as described in Section 7.
- 15. Termination of the Contractual Relationship by *myWorld***
- 15.1 The contractual relationship may be terminated by *myWorld* with a notice period of 30 days without cause, or for a Material breach with immediate effect. Material breaches shall include but not be limited to, damaging the commercial interests of *myWorld* or any *Loyalty Merchant*, or the violation of a material contractual obligation. Material contractual obligations include the obligations of the *Member* pursuant to Sections 2.3, 2.4, 3.3, and 3.4.
- 15.2 The *Member* hereby releases, indemnifies, and holds *myWorld* harmless from and against any and all liabilities, expenses, and costs, including without limitation reasonable legal fees and expenses, incurred in connection with any claim or demand arising from, connected with, or relating to the termination of the contractual obligations..
- 15.3 Upon termination of the contractual relationship, the *Member* shall only be entitled to those cash benefits from the *Cashback World Program* for purchases are in place at the time the contract was terminated, i.e. if the purchase qualifying for *Cashback* had already been made at the time the contract was terminated.
- 15.4 If *myWorld* terminates the contractual relationship without notice for any reason, though not culpably caused by the *Member*, the *Member* can still redeem his/her *Shopping Points* acquired up to that time within a period of eight (8) weeks after termination of the contract pursuant to Section 7. Otherwise, the *Shopping Points* acquired shall expire and be forfeited upon termination of the contract.
- 16. General Provisions**
- 16.1 The *Member* may not assign or otherwise transfer the rights, benefits, or obligations contained herein without prior written authorization of *myWorld*.
- 16.2 Participation in the *Cashback World Program* does not create an employee, agent, or joint venture relationship with *myWorld*.
- 16.3 These General Terms and Conditions shall control and act as the final agreement between the *Member* and *myWorld*. Any amendment or modification to these General Terms and Conditions must be in writing and signed by an authorized officer of *myWorld*. No other representations oral or written shall apply as this is a fully integrated agreement. *myWorld* is authorized to contact the *Member* via SMS and/or email regarding the *Cashback World Program* and these Terms and Conditions, provided that the *Member* discloses the corresponding contact data and has opted into this form of communication.
- 16.4 Changes to these General Terms and Conditions and other contractual agreements between the *Member* and *myWorld* communicated in text form to the *Member* 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. At the beginning of this time period, *myWorld* shall point out to the *Member* that his/her consent to the communicated changes to the General Terms and Conditions shall be deemed to be given if he/she does not object in text form to their applicability within the time period established. The changes to the General Terms and Conditions shall be deemed to be accepted by the *Member* only if this notice has actually been given.
- 16.5 In this contractual agreement, unless the context otherwise requires, words imparting the singular include the plural and vice versa, and words imparting gender, include all genders. In addition, unless the context otherwise requires, reference to "person" means a natural person, firm, partnership, company, corporation or other entity of any kind..
- 16.6 Should any provisions of the basis for this agreement be or become totally or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions.
- 16.7 THE LAWS OF THE STATE OF FLORIDA, USA, SHALL GOVERN THIS AGREEMENT. ANY DISPUTES ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY before the federal or state courts in Broward County, Florida. Each *Member* hereby irrevocably submits and accepts the original and exclusive jurisdiction of such Courts.
- 16.8 Registration and participation in the *Cashback World Program* are permitted from the age of 18 years.
- 16.9 The *Member* agrees to abide by all federal, state, county and municipal laws, rules and regulations applicable to activities in connection with the *Cashback World Program*, including without limitation consumer protection law, advertising and promotions law, tax laws and regulations, and insurance law.

Attachment 1
Glossary

“**Cashback**” is a Shopping Benefit described in greater detail in Section 6.1.1.

“**Cashback Card**” is a plastic, paper, or virtual card (retrievable via a mobile app), that serves to record Member purchases from Loyalty Merchants in the *Cashback World Program*. It is not a means of payment.

“**Referrer**” 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 *Referrer* 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 Program**” is the Shopping Community operated by *myWorld*, that enables a Member to receive *Shopping Benefits* in the *Cashback World Program* when purchasing goods and services from *Loyalty Merchants*.

“**Members**” are all persons who have entered into a contract with *myWorld* to establish membership in *myWorld* according to these General Terms and Conditions, for as long as this contract 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*.

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

“**Loyalty Merchants**” are companies that have a contractual relationship with *myWorld* and from which members can obtain *Shopping Benefits* from the *Cashback World Program* by purchasing goods and services.

“**Logged-in Member Area**” is the login area of the respective member on the Cashback World website (www.cashbackworld.com), which is described in greater detail in Section 8.

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