

# GENERAL BUSINESS TERMS AND CONDITIONS FOR LYONESS MEMBERS

As amended: November 2014

## Preamble

A. Lyoneess Europe AG, with official headquarters at Bahnhofstrasse 22, CH-9470 Buchs, and Company Register Number CH 170.3.026.427-4 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 "Lyoneess Loyalty Programme") through the purchasing of goods and services from Lyoneess Loyalty Merchants (hereinafter referred to as "Loyalty Merchants"). The Member's contractual partner is therefore Lyoneess Europe AG (hereinafter referred to as "Lyoneess"). Lyoneess Europe AG is represented in the UAE by Lyoneess Europe AG – Dubai Branch at Emaar Business Park Building 4, 4<sup>th</sup> Floor, P.O. Box 390490, Dubai (hereinafter referred to as "Lyoneess UAE").

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 Merchants (hereinafter referred to as "purchases") are recorded in the Lyoneess 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 Lyoneess Loyalty Programme: Lyoneess *Cashback Card*, Loyalty Merchants Vouchers as well as the use of online channels offered by Lyoneess to make purchases in the online shops of the Loyalty Merchants. 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 Lyoneess Loyalty Programme and to receive the associated Member Benefits as well as the *Friendship Bonus*. The Member can recommend the Lyoneess 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 Lyoneess any success whatsoever.

## 2. Contractual basis

2.1. Upon acceptance of the registration application by Lyoneess, the applicant shall become a Lyoneess Member and receive a personal, non-transferable identification number (hereinafter referred to as "Membership ID"). This entitles him to participate in the Lyoneess 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 Merchants provided by Lyoneess, must be used for the conclusion of the contract between Lyoneess and the Member.

2.3. The Member declares that the information provided by him to Lyoneess is correct and that he shall indemnify Lyoneess and can not hold Lyoneess responsible in the case of culpably false declarations. The Member undertakes to inform Lyoneess 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 Lyoneess 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 Lyoneess and the Member. Participation in the Lyoneess 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 Lyoneess.

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 Lyoneess, and in particular not to make or accept statements towards other members within the framework of the Lyoneess 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 Lyoneess. A culpable violation of this Clause 3.3 shall authorize Lyoneess to terminate the contractual relationship.

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

- a) use logos, lettering, trademarks, claims, domains, other hallmarks and similar from Lyoneess or from Loyalty Merchants;
- 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 Lyoneess or to the Lyoneess 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 Lyoneess or to the Lyoneess Loyalty Programme; and
- d) to recruit, as Loyalty Merchants 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. Lyoneess Loyalty Programme

4.1. By making purchases from Loyalty Merchants, 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, Lyoneess concludes agreements with Loyalty Merchants. Current Loyalty Merchants, including the Member Benefits that are granted in each case, can be viewed at [www.lyoneess.com](http://www.lyoneess.com).

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 *Lyoneess 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 Lyoneess MasterCard®.

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 Merchants. Detailed rules concerning vouchers can be found under Clause 6.

4.3.4. When online shopping the Member can

- (i) log-in at [www.lyoneess.com](http://www.lyoneess.com) with his access data and then select the online shop of the desired Loyalty Merchant or
- (ii) access the Online Shop via another online channel that is provided by Lyoneess for the capture of purchase data

and directly make purchases in the Online Shop of the Loyalty Merchant. 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 Merchants transmits the recorded purchase and/or billing data to Lyoneess 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 Lyoneess, Lyoneess 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 Lyoneess MasterCard® shall transmit the purchase data to Lyoneess for the calculation of the resulting associated *Member Benefits*.

#### 5. Online Shopping

5.1. Members should inform themselves concerning online shopping at [www.lyoneess.com](http://www.lyoneess.com) 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 Merchants, which are listed, pursuant to [www.lyoneess.com](http://www.lyoneess.com), 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. Lyoneess has no influence over the design of the (linked) online shops of the Loyalty Merchants and is also not responsible for these. Should these linked websites contain content that is illegal or that otherwise violates good moral standards, Lyoneess 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 Merchants, which can only be used for purchases from the Loyalty Merchant which issued the respective voucher. The equivalent value of an individual voucher corresponds to the amount portrayed on the voucher. Redemption from the Loyalty Merchant through a cash disbursement, in whole or in part, is not possible.

6.2. Vouchers can be ordered from Lyoneess in writing, online or purchased locally from External Voucher Selling Points ([www.lyoneess.com](http://www.lyoneess.com)). Lyoneess shall provide the voucher following payment in full, which can then be used to make purchases from the corresponding Loyalty Merchants. Lyoneess reserves the right to reject orders for vouchers.

6.3. Vouchers ordered from, and sent by Lyoneess to the Member can, in each case, only be redeemed at the Loyalty Merchant 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 Merchant (voucher issuer) and the Member (voucher owner). Lyoneess shall not be liable for claims arising from this legal relationship.

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

6.4.1 Lyoneess 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 Merchant. If this is not possible, the Member can exchange the voucher with Lyoneess for a voucher from another Loyalty Merchant (whereby the Member Benefits and *Friendship Bonus* can change, because of the differing agreements made with Loyalty Merchants, 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. Lyoneess shall assume no liability for a possible wrongful redemption in the event of loss or theft of vouchers that the Member has collected from Lyoneess, 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 Lyoneess 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. Lyoneess Vouchers

7.1. *Lyoneess vouchers* are vouchers issued by Lyoneess itself (and not by the Loyalty Merchants). They can be acquired by Members at [www.lyoneess.com](http://www.lyoneess.com) in the form of a voucher code and redeemed at [www.lyoneess.com](http://www.lyoneess.com) for the purchase of vouchers from Partner Companies (though not directly for purchases from Partner Companies) as well as with Lyoneess for certain goods designated by Lyoneess.

7.2. The minimum order value for a Lyoneess voucher is AED 50.00. *Lyoneess vouchers* can be acquired with a maximum amount of AED 5,000.00 per Lyoneess voucher. The equivalent value of the Lyoneess voucher corresponds in each case to the amount portrayed on the Lyoneess 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 Lyoneess 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 Merchant (or goods) using the Lyoneess voucher at [www.lyoneess.com](http://www.lyoneess.com).

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

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

7.6. Each Lyoneess 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 Lyoneess voucher was acquired. Following the expiry of the voucher code, the Lyoneess voucher shall lapse and no longer be redeemable.

7.7. A cancellation, withdrawal or other cancellation of the order for *Lyoneess 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 Lyoneess voucher). Clause 6.4. shall apply to the returning of vouchers from Loyalty Merchants.

## 8. Member benefits from the Loyalty Programme and *Friendship Bonus*

8.1. Purchases made by the Member which are registered in the Lyoneess 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 Lyoneess 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 Merchants (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 Lyoneess 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 Merchant shown at [www.lyoneess.qa](http://www.lyoneess.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 Lyoneess Loyalty Programme and made at Loyalty Merchants 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.lyoneess.com](http://www.lyoneess.com). 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 Merchants that is as broad as possible and, thereby, to agree substantial discounts with the Loyalty Merchants in order to grant the members comprehensive benefits. If divergent conditions are agreed with a Loyalty Merchant 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 Merchants detail view at [www.lyonesse.com](http://www.lyonesse.com) (see following Clause 8.3.).

8.3. The benefits granted in each case can be accessed in the Loyalty Merchants detailed view at [www.lyonesse.com](http://www.lyonesse.com). 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 Merchants. Lyonesse is authorized, subject to a 4 week notice period, to amend the Member Benefits granted by the individual Loyalty Merchants, as well as the *Friendship Bonus*, if and insofar as the conditions agreed with the Loyalty Merchants change. The Members 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 Merchants shall confirm the purchase with and bill Lyonesse. Member Benefits and the *Friendship Bonus* from purchases made and billed to Lyonesse by Loyalty Merchants 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 Merchants 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 Merchants 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 AED 25.00.

8.6. If the Member makes purchases from Loyalty Merchants 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 Merchant, 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 Merchant 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 Merchants.

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 Merchant. Lyonesse refers the member to the Loyalty Merchant's detailed view at [www.lyonesse.com](http://www.lyonesse.com) as a basis for calculation of the number of Shopping Points assigned by the respective Loyalty Merchant for a purchase sum in the amount of AED 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 Merchant. 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.com](http://www.lyonesse.com). 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.com](http://www.lyonesse.com) (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.com](http://www.lyonesse.com) 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.lyoness.com](http://www.lyoness.com) (Login area).

10.3. The Member undertakes to immediately notify Lyoness 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. Lyoness 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 Merchants for a time period of 6 months and not acquired any *Lyoness vouchers* during this time can change their *Recommender* by nominating another Member of Lyoness 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. Lyoness 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 Lyoness Loyalty Programme, in other words to calculate Member Benefits and the *Friendship Bonus*. Lyoness 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, Lyoness shall also use the data of the Member to provide personalized information about offers and products from Lyoness and Lyoness Loyalty Merchants.

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

12.3. Further data protection legislation provisions relevant for the use of the Lyoness website can be found in the data protection statement at [www.lyoness.com](http://www.lyoness.com).

12.4. Lyoness deploys internationally-recognized security technologies in order to protect the data of its members against unauthorized access. Lyoness 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 Lyoness can collect personal data concerning his purchasing behaviour (interests and preferences etc.) within the framework of participation in the Lyoness 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 Lyoness Loyalty Programme and Loyalty Merchant 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@lyoness.ae](mailto:member-service@lyoness.ae). A written withdrawal should be submitted to: Lyoness Europe AG – Dubai Branch, P.O. Box 390490, Dubai

### 13. Service disruptions

13.1. The scope of services offered by Lyoness is restricted to the operation of the Lyoness 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 Merchants shall apply solely to the Loyalty Merchants. Following the conclusion of the contract with the Loyalty Merchant, Lyoness thus assumes no warranty or liability for Loyalty Merchant service obligations, in particular for possible non-fulfilment or incorrect fulfilment by the Loyalty Merchant.

13.3. The Member shall, in the event of non-fulfilment or incorrect fulfilment by the Loyalty Merchant, have no claim against Lyoness 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 Merchant shall exist exclusively against the Loyalty Merchant.

### 14. Liability

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

14.2. Lyoness 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 Lyoness 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 Lyoness internet portal, the Lyoness SMS service and Lyoness applications for mobile terminals, provided that these errors do not lie in the area of responsibility of Lyoness,

- (iii) technical and electronic errors for which Lyoneess is not responsible, which prevent the recording of purchases made within the Lyoneess 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 effective exclusively between the Member and the Loyalty Merchant concerned.

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

14.5. The liability restrictions and liability exclusions pursuant to this Clause 14. shall leave unaffected the liability of Lyoneess 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 Lyoneess Loyalty Programme is free of charge for members.

15.2. The Lyoneess *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 Lyoneess 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 Lyoneess 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 Lyoneess

17.1. The contractual relationship can be terminated by Lyoneess 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 Lyoneess or the respective Loyalty Merchants, 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 Lyoneess 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. Lyoneess furthermore has the right to claim the stated damages from the member, that arise for Lyoneess 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 Lyoneess 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 Lyoneess (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 Lyoneess 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 Lyoneess shall be crucial for the content of agreements of this type. It shall be assumed that the parties have not concluded any verbal agreements. Lyoneess 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 LyoneSS 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 affect the effectiveness of the remaining provisions.

18.7. This agreement shall be subject to the Laws of the United Arab Emirates. 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 LyoneSS Loyalty Programme is from a completion of the 21<sup>st</sup> 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 Lyoneess mobile App), that serves to record Member purchases from Loyalty Merchants in the Lyoneess 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 Lyoneess or the Member who, following the changing of a Recommender, is listed by Lyoneess 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 Lyoneess Loyalty Programme that were recruited by him.

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

"*Vouchers*" are Original Vouchers and/or Gift Cards and electronic vouchers (voucher codes) from the Loyalty Merchants described in detail in Clause 6.1.

"*Lyoness Vouchers*" are vouchers issued by Lyoneess. They can be acquired by members at [www.lyoneess.com](http://www.lyoneess.com) and redeemed at [www.lyoneess.com](http://www.lyoneess.com) for the purchase of Loyalty Merchant vouchers (not though directly for purchases from Loyalty Merchants) as well as certain goods designated by Lyoneess. A detailed description is given under Clause 7.

"*Prepaid Lyoneess MasterCard* ® " is a card with cashback card-functionality that is provided in cooperation with a card issuer.

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

"*Members*" are all persons, who have concluded a contract to establish membership with Lyoneess 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 Lyoneess and which serves to identify the Member and for the capture of purchases made from Loyalty Merchants.

"*Member Benefits*" are all benefits which the Member receives or, when appropriate, can receive through the making of purchases from Loyalty Merchants in the Lyoneess 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 Lyoneess website that is described in detail under Clause 10.

"*Online Shops*" are online traders which are in a contractual relationship with Lyoneess 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 Lyoneess Loyalty Programme who were recruited by them.

"*Loyalty Merchants*" are companies which are in a contractual relationship with Lyoneess 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 Lyoneess Loyalty Programme who were recruited by them.

"*Shopping Points*" are a Member Benefit described in detail under Clause 9