

GENERAL TERMS AND CONDITIONS FOR LYONESS MEMBERS

Version: November 2014

Preamble

Lyoness America, Inc. , with official headquarters at 450 East Las Olas Boulevard, Suite 700, Fort Lauderdale, FL 33301, operates a shopping community which enables the participants (hereinafter referred to as "Members") to receive benefits (hereinafter referred to as "Lyoness Loyalty Program") through the purchasing of goods and services from Lyoness Loyalty Merchants (hereinafter referred to as "Loyalty Merchants"). The Member's contractual agreement is with Lyoness America, Inc. (hereinafter referred to as "Lyoness"). To make them easier to understand, you will find a Glossary of the definitions for some of the terms used herein, at the end of these General Terms and Conditions. The terminology used in Sections 1 through 18 of these General Terms and Conditions shall control.

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 Lyoness Loyalty Program. The Member has the following ways in which purchases can be recorded at their disposal that will allow them to use the advantages of the Lyoness Loyalty Program: Lyoness Cashback Card, Loyalty Merchant Vouchers, and the use of online channels offered by Lyoness to make purchases in the online shops of the Loyalty Merchants. These methods to purchase and record the purchases are described in more details under Section 4.3 herein.

1.2 The Member is authorized, in accordance with these General Terms and Conditions, to participate in the Lyoness Loyalty Program and to receive the associated Member Benefits as well as the Friendship Bonus. The Member can refer the Lyoness Loyalty Program to other consumers and refer said persons as Members. The Member is not authorized to recruit companies within the meaning of Section 3.4. (iv) as Loyalty Merchants. The Member is not under any obligation to refer Lyoness and/or recruit new Members in any way whatsoever.

2. Contractual basis

2.1 Upon Lyoness' acceptance of the Membership Application, the applicant shall become a Lyoness Member and receive a non-transferable individual identification number (hereinafter referred to as "Membership ID"). This entitles them to participate in the Lyoness Loyalty Program. No association membership is established between the Member and Lyoness (see Section 18.2).

2.2 The Friendship Flyer, Online Registration, or remote registration with a Lyoness Merchant must be used to execute the agreement between Lyoness and the Member.

2.3 The Member declares that the information provided by them to Lyoness is correct and that they shall indemnify Lyoness and hold Lyoness harmless in the case of any liability for any information that is incorrect or false. The Member shall immediately inform Lyoness of any changes to the personal data provided at the time of registration (including but not limited to residential address, E-Mail address, bank account details, 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 intent of obtaining unauthorized Member Benefits shall authorize Lyoness 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 first application received and accepted by Lyoness shall control. Subsequent applications and any 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, agency, or joint venture relationship whatsoever (in particular no association membership) shall be established between Lyoness and the Member. Participation in the Lyoness Loyalty 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 Lyoness. Members must not represent themselves in any way, orally or in writing, as being an agent or employee of Lyoness. Members have no authority to bind Lyoness 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 only be eligible to receive Member Benefits, as well as to the Friendship Bonus. The Member shall not be eligible to receive remuneration extending above and beyond this. The Member shall not be entitled to receive any reimbursement of expenses.

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

3.4 The Member shall not be permitted to:

- (i) use any Lyoness logos, business name(s), product or services name(s), lettering, trademarks, claims, domains, or other hallmarks of Lyoness or of Loyalty Merchants;
- (ii) create and/or manipulate business cards, presentations, videos, audio files, screenshots, web content, brochures, media content, flyers, prospectuses, websites, APPs, advertising/marketing materials, bulk mail, mailings, homepages or the like relating to or making reference to Lyoness or to the Lyoness Loyalty Program, to disseminate these in written, or electronic form or in another manner or to make them publically available (e.g. on internet websites such as Facebook, Craigslist, eBay, YouTube, Vimeo and/or other social media sites)

- (iii) carry out events, such as for example information events, other events, workshops, seminars, etc. relating to and making reference to Lyoness or to the Lyoness Loyalty Program; and
- (iv) to recruit companies as Loyalty Merchants, retailers, wholesalers and other miscellaneous businesses, as well as other companies offering goods or services for final consumers, including gas stations, franchisees 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. Lyoness Loyalty Program

4.1 By making purchases from Loyalty Merchants, the Member shall acquire Member Benefits in accordance with these General Terms and Conditions and namely Cashback as well as Shopping Points. The Referrer shall further receive the Friendship Bonus for purchases made by direct and indirect Members recruited by them. The Membership Benefits and the Friendship Bonus as well as their prerequisites are described in more detail under Section 8 herein.

4.2 In order to grant Membership Benefits and Friendship Bonus to Members for their purchases, Lyoness enters into contractual agreements with Loyalty Merchants. Current Loyalty Merchants, including the Member Benefits that are granted in each case, can be viewed at www.lyoness.com.

4.3 The Member has the following possibilities for the recording of their 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 is not a means of payment but rather serves solely for the recording of purchase data.

4.3.2 The Lyoness MasterCard®: The Lyoness MasterCard® is a prepaid debit card with Cashback Card functionality that is being offered to Lyoness Members in association with a card service provider (MasterCard®). Separate and additional terms and conditions are applicable for the application and the usage of the Prepaid Lyoness MasterCard®.

4.3.3 Vouchers are physical Gift Cards or electronic eGift Cards (to be printed out or downloaded as online Vouchers) from the Loyalty Merchants. Details regarding Vouchers can be found under Section 6 herein.

4.3.4 When shopping online the Member can:

- (i) log-in at www.Lyoness.com with their access data and then select the Online Shop for the desired Loyalty Merchant or
- (ii) Access the Online Shop via another online channel provided by Lyoness for the recording 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 Section 5 herein.

4.4 In the cases dealt with under Sections 4.3.1 and 4.3.4 herein, the Loyalty Merchant transmits the recorded purchase and/or billing data to Lyoness for the calculation of the resulting Member Benefit. The same is applicable for Section 4.3.3, i.e. for Vouchers, so long as these were purchased from a Gift Card Point of Sale (GCPOS). If the Vouchers were ordered from Lyoness directly, Lyoness shall record the purchase data itself and use the data as a basis to calculate the Member Benefits. In the case of Section 4.3.2, the card service provider shall transmit the Purchase data to Lyoness for the calculation of the resulting associated Member Benefits.

5. Online Shopping

5.1 Members can find additional information regarding Online Shopping at www.lyoness.com in the FAQs link, under number 7, "Online Shopping."

5.2 The credit from Member Benefits as well as from the Friendship Bonus from Online Shopping purchases pursuant to Section 8.4 requires, in particular, that the right of cancelation under the provisions of the rescission period has expired and that the Member has not made a cancelation.

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.lyoness.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 Lyoness 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 which otherwise violates good moral standards, Lyoness shall expressly distance itself from said content.

6. Ordering of Vouchers

6.1 Original physical Gift Cards and electronic Vouchers (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. Subject to local jurisdictional rules, redemption from the Loyalty Merchant through a cash disbursement, in whole or in part, is not permitted.

6.2 Vouchers can be ordered from Lyoness in writing, by telephone or online or purchased locally from a GCPOS Merchant (www.lyoness.com). Lyoness shall issue the Voucher following payment in full, which can then be used to make purchases from the corresponding Loyalty Merchants. Lyoness reserves the right to reject any order for Vouchers.

6.3 Vouchers ordered from, and sent by Lyoness 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 transaction that is concluded upon redemption of the Voucher shall come into existence solely between the Loyalty Merchant (Voucher issuer) and the Member (Voucher owner). Lyoness shall not be liable for claims arising from this transaction.

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

(i) 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 Section 8.3). If the Member is not interested in receiving a different Voucher, they can request reimbursement of the amount paid. In this instance, insofar as Member Benefits were granted, these must be returned by the Member. Granted Friendship Bonuses must also be returned, if a directly or indirectly recruited Member exercises his rights in accordance with this Section 6.4 (i).

(ii) A Member is entitled to cancel their free Membership and any transactions within three business days.

NOTICE OF CANCELLATION. YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS FROM THE DATE OF THIS TRANSACTION. IF YOU CANCEL, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE. IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU WISH, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN 20 DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, YOU MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF YOU FAIL TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF YOU AGREE TO RETURN THE GOODS TO THE SELLER AND FAIL TO DO SO, THEN YOU REMAIN LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

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 via mail or online, unless the Member reported the loss or theft to Lyoneess and Lyoneess omitted to carry out reasonable measures to prevent wrongful redemption.

6.6 Vouchers that have been paid in full and sent to the Member by Lyoneess are transferable at no charge to the Member, 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 permitted.

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 in the form of a voucher and redeemed at www.lyoneess.com for the purchase of Vouchers from Loyalty Merchants (though not directly for purchases from Loyalty Merchants) as well as with Lyoneess for certain goods designated by Lyoneess.

7.2 The minimum order value for a Lyoneess voucher is \$10.00 USD. Lyoneess Vouchers can be acquired with a maximum amount of \$1,000.00 USD 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. Subject to local jurisdictional rules, redemption through a cash disbursement, in whole or in part, is not permitted.

7.3 Purchase of a Lyoneess voucher alone shall not generate Member Benefits nor Friendship Bonuses; these shall only be generated (in accordance with Section 8 herein) when the Member acquires a voucher from a Loyalty Merchant (or goods) using the Lyoneess voucher at www.lyoneess.com.

7.4 Lyoneess Vouchers can be transferred, free of charge, to other Members. The resale of Lyoneess Vouchers for consideration is not permitted.

7.5 Lyoneess Vouchers can only be redeemed by Lyoneess Members that have a residential or business address (according to registration) in an area that uses the same currency as the currency that the Lyoneess voucher was issued.

7.6 Each Lyoneess Voucher is allocated an electronic 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. Subject to local jurisdictional rules, following the expiration of the electronic 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 specifically informed upon purchasing a Lyoneess voucher). Section 6.4 shall apply to the returning of Vouchers from Loyalty Merchants.

8. Member Benefits from the Loyalty Program and Friendship Bonus

8.1 Purchases made by the Member which are registered in the Lyoneess Loyalty Program, make the Member eligible to receive Member Benefits. The Member shall, as Referrer, receive the Friendship Bonus for purchases made by direct and indirect Members referred by them (see Section 8.1.3 herein for more details). The Member Benefits and the Friendship Bonus are based on the conditions contractually agreed between Lyoneess and the respective Loyalty Merchant and therefore vary according to Loyalty Merchant, sector and Country. The Member shall receive Cashback as a Member Benefit (see Section 8.1.1 herein). Shopping Points shall be granted for purchases from some Loyalty Merchants (see Section 8.1.2 herein). The Friendship Bonus is described under Section 8.1.3 herein.

8.1.1 Cashback: for purchases which are registered in the Lyoneess Loyalty Program, the Member shall receive up to 5 % Cashback, whereby, in certain cases, a higher percentage rate may be available. The percentage Cashback rate of the respective Loyalty Merchant shown at www.lyoneess.com (Login area) shall be applicable. Cashback payments shall take place pursuant to Sections 8.4 through 8.6 herein.

8.1.2 Shopping Points: for purchases which are registered in the Lyoness Loyalty Program 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.lyoness.com. More details can be found in Section 9 herein.

8.1.3 Friendship Bonus: for purchases made by Members who were directly referred by the Referrer themselves (persons who registered with Lyoness on the basis of the referral made by the Member and named the Member as their Referrer) as well as for those purchases made by Members directly referred by these persons themselves (indirectly referred Members "indirects"), which are registered in the Lyoness Loyalty Program, the Member shall, in each case, receive up to 0.5 % of the purchase amount from Lyoness as a Friendship Bonus. A Friendship Bonus for other indirectly referred Members shall not be granted. Payments for Friendship Bonuses shall take place pursuant to Sections 8.4 through 8.6 herein.

8.2 Lyoness reserves the right, within the framework of special offers, to make any changes it deems appropriate in their sole discretion. Lyoness is dedicated to bringing Members a range of purchasing options with the Loyalty Merchants that is as broad as possible and, therefore, have agreed to obtain substantial discounts with the Loyalty Merchants in order to grant Members comprehensive benefits. If divergent conditions are agreed with a Loyalty Merchant in the context of special offers (for example, the case may be for atypical purchases such as term-dependent mobile telephone contracts), Lyoness shall specially point this out in the Loyalty Merchant's detail view at www.lyoness.com (see following Section 8.3 herein).

8.3 The benefits granted in each case can be accessed in the Loyalty Merchant's detail view at www.lyoness.com. The Member is advised to stay informed by systematically logging into the Lyoness website for updates on all respective conditions offered by the Loyalty Merchants. Lyoness 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 when the conditions agreed with the Loyalty Merchants change. The Member's Member Benefit eligibility shall be calculated using those conditions that prevailed at the time in which the purchase was paid in full.

8.4 Member Benefits and Friendship Bonuses will only be credited after the purchase made by the Member has been paid in full and the existing cancellation and/or refund policy period has expired. If these preconditions are met, the Loyalty Merchants shall confirm the purchase with and bill Lyoness. Member Benefits and the Friendship Bonus from purchases made and billed to Lyoness by Loyalty Merchants up until Sunday, 11:00PM CET shall be credited to the Member (Member Benefits) and to his Referrer and, in turn, to his Referrer (Friendship Bonus). Lyoness obligates Loyalty Merchants to bill at the latest within the two (2) months after the point in time at which the prerequisites according to the first sentence of this Section 8.4 are fulfilled. If the Member acquired a Loyalty Merchant's voucher from Lyoness, the Member Benefits as well as the Friendship Bonus shall be credited when the prerequisites according to the first sentence of this Section 8.4 are fulfilled.

8.5 Lyoness shall transfer credits from Cashback and Friendship Bonus on a weekly basis to the bank account stipulated by the Member when they amount to at least \$10.00 USD.

8.6 If the Member makes purchases from Loyalty Merchants abroad (locally or online), the Cashback and/or Friendship Bonus may initially be shown in the disbursement account in the respective foreign currency. When the purchase is confirmed by the Loyalty Merchant, the amount shall be automatically converted in the Personal Member area into the country currency for the Member. Lyoness will use US Central Bank reference to determine the exchange rate prevailing on the day on which the Loyalty Merchant received the payment. In any case, Section 5.3 herein shall still apply. For example, the eligibility of Membership Benefits as well as the Friendship Bonus shall exist only in relation to international purchases via Online Shops which are listed on the Lyoness website for the respective Member.

9. Lyoness Shopping Points

9.1 Members are potentially credited with a certain number of Shopping Points for purchases made in the Lyoness Loyalty Program with Loyalty Merchants.

9.2 The amount of Shopping Points that will be credited is dependent on the purchase amount, as well as on the conditions agreed to with the respective Loyalty Merchant. Lyoness refers the Member to the Loyalty Merchant's detail view at www.lyoness.com as a basis for calculation of the number of Shopping Points assigned by the respective Loyalty Merchant.

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 for a consideration. 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 their Personal Member Area. The Member can redeem them to obtain a discount when purchasing within the framework of certain special offers shown at www.lyoness.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 when the Member redeems Shopping Points. In this case, the amount of the Member Benefits and the Friendship Bonus shall be determined by the purchase amount following the deduction of the benefit(s) granted for the redemption of the Shopping Points.

9.6 Shopping Points shall expire after three (3) years. The three (3) year limit commences on the last day of the calendar year in which the Shopping Points were earned.

10. Personal Member Area

10.1 Lyoness shall provide each Member with an online Personal Member Area at www.lyoness.com (Login area), where, after entering their username and password, they can view the purchases they have made, Members they have referred, as well as information regarding Member

Benefits and Friendship Bonuses from the Lyoneess Loyalty Program. Subject to Section 14 herein, Lyoneess assumes no liability for any non-accessibility or errors contained on the Lyoneess websites, the Personal Member Area, and the login area at www.lyoneess.com.

10.2 The Member must securely store access data for the use of the Personal Member Area (user name, 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.lyoneess.com (Login area).

10.3 The Member MUST immediately notify Lyoneess of every improper use of their online access. Following the immediate blocking of their access, altered access data shall in turn be subsequently delivered to the Member by SMS, E-Mail or via regular mail. Lyoneess shall only be liable for the damages suffered by the Member through said improper use pursuant to Section 14 herein.

11. Changing of Referrer

Members who have been completely inactive and not made any purchases from Loyalty Merchants, or acquired any Lyoneess Vouchers or Merchant Gift Cards, or referred others to become Members or received any Member Benefits or Friendship bonuses for a period of six (6) consecutive months, may change their Referrer by nominating another Member to Lyoneess as their Referrer, subject to their agreement to the change. In this instance, the Members who were directly and indirectly referred by the changing Member (irrespective of level) shall be retained by the original Referrer in their original position.

12. Data protection

12.1 Lyoneess shall collect, store and process Member data, insofar as this is necessary in order to operate the Lyoneess Loyalty Program, in other words to calculate Member Benefits and the Friendship Bonus. Lyoneess shall, within the framework of the calculation of the Friendship Bonus, place the purchase volumes of the direct and indirect Members referred by them at the disposal of the Referrer. First level Referred Members shall, in this context, be identified to the Referrer by name. Additionally their phone number and email address will be disclosed to the Referrer. Second level referred Members shall appear to the Referrer as anonymous. The Member can grant the Referrer access to further personal data (for example his address) via the Personal Member Area. If the Member issues his consent, Lyoneess shall also use the Member's data to provide personalized information about offers and products from Lyoneess and Lyoneess Loyalty Merchants.

12.2 All inquiries regarding information, amendment and deletion of data can be submitted directly to Lyoneess.

12.3 Further data protection legislation provisions relevant for the use of the Lyoneess website can be found in the data protection statement at www.lyoneess.com.

12.4 Lyoneess utilizes internationally-recognized security technologies in order to protect the data of its Members against unauthorized access. Subject to Section 14 herein, Lyoneess shall not be held liable for the security of data that is transmitted via the internet.

12.5 Consent under data protection legislation: The Member hereby agrees – (revocable at any time) that Lyoneess can collect personal data regarding his purchasing behavior (interests and preferences, etc.) within the framework of participation in the Lyoneess Loyalty Program and use this information for the design of personalized information, as well as for postal or personal contact for the advertisement of the Lyoneess Loyalty Program and Loyalty Merchant offers.

The Member can revoke this consent at any time via Email at member-service@lyoneess.us or written withdrawal can also be submitted to: Lyoneess America, Inc. 350 Fifth Avenue Suite 2710, New York, NY 10118

13. Service disruptions

13.1 The scope of services offered by Lyoneess is restricted to the operation of the Lyoneess Loyalty Program as described in these General 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, Lyoneess 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 Lyoneess 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. Limitations of Liability and Indemnity

14.1 ALL INFORMATION, PRODUCTS AND/OR SERVICES PROVIDED TO THE MEMBER BY LYONESS HEREUNDER ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

14.2 IN NO EVENT SHALL LYONESS BE LIABLE UNDER ANY CLAIM, DEMAND OR ACTION (WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR IN RELATION TO LYONESS' PERFORMANCE OR LACK THEREOF UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, OR LOSS FROM BUSINESS DISRUPTION), REGARDLESS OF WHETHER OR NOT LYONESS, ITS EMPLOYEES, OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. LYONESS' TOTAL

LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY LYONESS OR OTHERWISE PAYABLE TO LYONESS FROM THE MEMBER DURING THE TERM OF THE MEMBERSHIP AGREEMENT.

14.3 LYONESS ASSUMES NO LIABILITY TO THE MEMBER WHATSOEVER, INCLUDING WITHOUT LIMITATION, LIABILITY BY REASON OF THE TERMINATION OR AMENDMENT OF THE LYONESS LOYALTY PROGRAM OR THE ADDITION OR REMOVAL OF LOYALTY MERCHANTS.

Furthermore and without limiting the foregoing, the liability of LyoneSS is limited or excluded as follows:

14.3.1 Advice and information provided by LyoneSS or any of its representatives, employees, or agents, or by any Member, whether oral or written, will not create any representation, warranty, or condition, or vary or amend the Membership Agreement, and the Member may not rely on any such advice or information, unless such information is in writing and is expressly listed as an amendment of the Membership Agreement.

14.3.2 LyoneSS shall not be liable for interruptions in the availability of the Personal Member Area, website, SMS service, the LyoneSS Merchants, the Internet and mobile phone networks, Cashback Card terminals and other LyoneSS terminals, and for the proper operation of mobile and other terminals. The operation of the above may not be uninterrupted, or secured, and security and privacy risks cannot be eliminated.

14.3.3 LyoneSS shall not be liable for any failure to acquire a product or service from third parties, including from Loyalty Merchants, or any limited availability of the same. All transactions with Loyalty Merchants and other third parties are at the Member's own risk. LyoneSS is not a party to such transactions and disclaims any and all liability in respect of such transactions.

14.4 For the purposes of Section 14 herein, the "Indemnified Parties" shall be LyoneSS, its Affiliates, all of their respective agents, directors, officers, employees, service providers, suppliers, licensors and licensees, and all other related, associated, or connected persons and all other persons for whom LyoneSS or any of its Affiliates is liable. The Member hereby releases, indemnifies, and holds harmless the Indemnified Parties from and against any and all liabilities, expenses, and costs, including without limitation reasonable legal fees and expenses, incurred by the Indemnified Parties in connection with any claim or demand arising from, connected with, or relating to the Member's use of the LyoneSS Loyalty Program, the Member's breach of consumer protection or other laws or any licensing requirements (including in connection with soliciting new Members), or the Member's breach of the Membership Agreement. The Member will assist and cooperate as reasonably required by the Indemnified Parties in the defense of any such claim or demand.

14.5 Insofar as the liability of LyoneSS is excluded, limited, or indemnified, the personal liability of employees, legal representatives, and agents of LyoneSS is likewise and to the same extent excluded, limited, or indemnified. The exclusion of certain warranties and limitation of certain liabilities is prohibited by legislation in certain jurisdictions. Such legislation may be applicable to the Member. The provisions of this Section 14 shall survive indefinitely after the termination of the Membership Agreement.

14.5.1 All Members/Shoppers are responsible for all taxes, payments due to government agencies including but not limited to the Internal Revenue Service (IRS). Please note; any and all Notices of Levy received from the IRS will be honored and processed accordingly.

14.6 Subject to the exceptions listed and the greatest extent permitted by law, LyoneSS is not responsible or liable for:

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

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

15. Costs

15.1 Registration with and participation in the LyoneSS Loyalty Program is free of charge for Members.

15.2 The LyoneSS Cashback Card is free of charge for the Member as part of registration process.

15.3 If a Member applies for a prepaid *LyoneSS MasterCard®*, additional costs and fees shall apply.

"*Prepaid LyoneSS MasterCard®*" is a debit card with Cashback Card functionality that is provided in cooperation with a card service provider (prepaid debit card).

16. Termination by Member

16.1 The Member may terminate the contractual relationship with LyoneSS at any time through a written declaration. The Member is not obligated to make any purchases in connection with their LyoneSS Membership or to refer Members.

16.2 Upon termination of the contractual relationship, the Member shall only be entitled to those Membership Benefits from the Loyalty Program that were in place at the time of the termination, for example, when the purchase entitling him to the Cashback or Friendship Bonus was made prior to the time of termination. Shopping Points accrued up to this time shall be forfeited upon termination of the contractual relationship. Should the

Member however terminate the contractual relationship due to a personal hardship, the Member shall still be able to redeem the accrued Shopping Points within a time period of eight (8) weeks following contract termination as described in Section 9 herein.

17. Termination by Lyoness

17.1 The contractual relationship can be terminated by Lyoness for convenience at its sole discretion with a notice period of 8 weeks or for a Material Breach with immediate effect. Material breaches shall include but not be limited to, damaging the commercial interests or reputation of Lyoness or any Loyalty Merchant, and 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 herein.

17.2 The Member hereby releases, indemnifies, and holds Lyoness 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.

17.3 Upon termination of the contractual relationship, the Member shall only be entitled to those Member Benefits from the Loyalty Program, which purchases are in place at the time of contract termination, for example, when the purchase entitling him to the Cashback or Friendship Bonus was already made at the time of contract termination.

17.4 Should Lyoness terminate the contractual relationship without notice for any reason, though not culpably caused by the Member, the Member can still redeem his Shopping Points accrued up to the time within a period of eight (8) weeks following contract termination pursuant to Section 9 herein. Acquired Shopping Points shall otherwise be already forfeited upon termination of the contract.

18. General provisions

18.1 The Member may not assign or otherwise transfer the rights, benefits or obligations contained herein without the written authorization of Lyoness.

18.2 Participation in the Loyalty Program does not create an employee, agent, or joint venture relationship with Lyoness.

18.3 These General Terms and Conditions shall control and act as the final agreement between the Member and Lyoness. Any amendment or modification to these General Terms and Conditions must be in writing and signed by an authorize officer of Lyoness. No other representations oral or written shall apply as this is a fully integrated agreement. Lyoness is authorized to contact the Member via SMS and/or E-mail regarding the Lyoness Loyalty Program and these Terms and Conditions, provided that the Member discloses the corresponding contact data and has opted into this form of communication.

18.4 Amendments to these General Terms and Conditions communicated to the Member in text and/or other electronic form or other contractual agreements between the Member and Lyoness shall be deemed to have been accepted by the Member if the Member does not object within the 30 days following receipt of the amendment notification.

18.5 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.

18.6 Should provisions of the contractual basis be wholly or partly ineffective the provisions of this Section 19 herein shall survive indefinitely after the termination of the contractual agreement.

18.7 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 Miami-Dade County, Florida. Each Member hereby irrevocably submits and accepts the original and exclusive jurisdiction of such Courts.

18.8 To become a Member, an individual must be at least 18 years of age and must not have a pending/open bankruptcy. For a legal entity to become a Member, it cannot be a not-for-profit organization, including but not limited to, Chamber of Commerce, mutual benefit companies, churches, charitable foundations, and/or government agencies and must not have a pending/open bankruptcy.

18.9 The Member agrees to abide by all federal, state, county and municipal laws, rules and regulations applicable to activities in connection with the Lyoness Loyalty Program, including without limitation consumer protection law, advertising and promotions law, tax laws and regulations, and insurance law.

GLOSSARY

"*Cashback*" is the Member Benefit described in more detail under Section 8.1.1 herein.

"*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.

"*Referrer*" is the Member, who directly refers another Member and is listed as the Referrer during the latter's subsequent registration with Lyoneess or the Member who, following the changing of a Referrer, is listed by Lyoneess as the Referrer for the respective Member.

"*Friendship Bonus*" is a bonus described in detail under Section 8.1.3 herein, which the Member shall receive for purchases made by their direct and indirect Members in the Lyoneess Loyalty Program that were recruited by them.

"*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 a Lyoneess Membership.

"*Vouchers*" are Original Gift Cards and electronic Vouchers (electronic codes) from the Loyalty Merchants described in detail in Section 6.1 herein.

"*Lyoness Vouchers*" are Vouchers issued by Lyoneess. They can be acquired by Members at www.lyoneess.com and redeemed at www.lyoneess.com for the purchase of Loyalty Merchant Vouchers (not directly for purchases from Loyalty Merchants) as well as certain goods designated by Lyoneess. A detailed description is given under Section 7 herein.

"*Prepaid Lyoneess MasterCard®*" is a prepaid debit card with a cashback functionality that is provided in cooperation with a card service provider.

"*Lyoness Loyalty Program*" 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 direct and indirect Members in the Lyoneess Loyalty Program that were recruited by them.

"*Members*" are all persons, who have concluded a contract to establish Membership with Lyoneess 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.

"*Membership ID*" is a unique number which is allocated by Lyoneess and which serves to identify the Member and for the recording 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 Program. Benefits in this sense are Cashback as well as, where appropriate, Shopping Points.

"*Personal Member Area*" is a Member's log-in area on the Lyoneess website that is described in detail under Section 10 herein.

"*Online Shops*" are online Loyalty Merchants who 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 Section 5 herein, and a Friendship Bonus for purchases made by direct and indirect Members in the Lyoneess Loyalty Program 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 direct and indirect Members in the Lyoneess Loyalty Program who were recruited by them.

"*Shopping Points*" are a Member Benefit described in detail under Section 9 herein.