

GENERAL TERMS AND CONDITIONS FOR CASHBACK WORLD MEMBERS

Version: March 2019

Preamble

A. myWorld Slovakia, s.r.o. (hereinafter referred to as "myWorld") with its seat at Bajkalská 19 / B, 821 01 Bratislava-Ružinov in the Commercial Register of the District Court Bratislava I, Section: Sro, File no. 78728 / B, operates a shopping community that allows its members (hereinafter referred to as "members") to acquire benefits ("Cashback World") by purchasing merchandise and services from partners (hereinafter referred to as "business partners").

B. For a better understanding, a glossary of the terms used herein can be found at the end of these General Terms and Conditions in Annex

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 Programme. The following options are available to the Member to record purchases to use the benefits of the Cashback

World Programme: 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 These General Terms and Conditions shall set out the terms on which the Member is entitled to participate in the Cashback World Programme and to receive Member Benefits. These General Terms and Conditions contains the entire agreement between myWorld and the Member and any agreements, representations, information, warranties, promises and commissions made before the date of this agreement are replaced and superseded by this agreement.

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 Programme (but does not constitute any association membership, see further section 16.2).

2.2 The completed 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 agreement with myWorld and by doing so expressly accepts these General Terms and Conditions.

2.3 The Member declares that his/her statements to myWorld are correct and indemnifies and holds myWorld harmless in the event of culpable, untruthful statements. The Member undertakes to inform myWorld immediately of any changes to his/her personal data (in particular the residential address, e-mail address, bank details, telephone number, etc.) provided during registration.

2.4 Only one registration (i.e. one Member ID) is allowed at a time for each natural person or legal entity. The residential or business address (registered office) of the Member must be stated in the registration. Multiple registrations made to obtain unjustified Member Benefits shall be considered as a material breach of the contractual relationship and entitle myWorld to terminate the contractual relationship for good cause and to withdraw the Member Benefits obtained in this manner. In the event of multiple registrations, the Member ID last registered shall be deleted. Any Member Benefits obtained solely by means of multiple registrations shall be forfeited.

3. Legal relationship

3.1 Nothing in any agreement between a Member and myWorld shall render a Member an employee, servant, worker, agent, shareholder, representative or partner of myWorld nor shall any Member hold himself out as such. Participation in the Cashback World Programme is based exclusively on an autonomous and sovereign action, legally independent from myWorld.

3.2 The Member shall be entitled only to Member Benefits. The Member shall not be entitled to any additional remuneration for his/her work.

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 Programme to any third party.

3.3 The Member is not authorised to represent myWorld and is especially not authorised to make or receive statements to or from other Members with respect to the Cashback World Programme. The Member is not authorised to accept cash or to collect payments on behalf of myWorld.

A culpable violation of this section 3.3 shall be considered a material breach of this agreement and shall entitle myWorld to terminate the contractual relationship for good cause.

3.4 Without the prior written consent of myWorld, the Member is not authorised:

(a) to use logos, slogans, trademarks, claims, domains, other symbols, or the like of myWorld and any of its affiliates 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 and any of its affiliates

or the Cashback World Programme 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 and any of its affiliates or the Cashback World Programme; or

(d) to recruit retailers, wholesalers, or other distributors and companies offering goods or services to end users, including petrol 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 Programme

4.1 By purchasing from Loyalty Merchants, the Member acquires Member Benefits according to these General Terms and Conditions, namely

Cashback and Shopping Points. The Member Benefits and their requirements are described in greater detail in section 6.

4.2 In order to be able to offer Purchasing Benefits to its Members for their purchases, myWorld enters into agreements with Loyalty Merchants.

The current Loyalty Merchants, including the respective Member Benefits granted, are available online at www.cashbackworld.com.

4.3 The Member can use one of the follow methods to record his 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 the 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. In case cookies are not

allowed and/or ad- or script blockers are active during the purchasing transaction, purchases are not recorded, and the Member

shall not be entitled to Purchasing Benefits for that particular purchase. 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 Merchants transmit the recorded purchasing or accounting data to myWorld to calculate

the resulting Member 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 According to section 6.4, in order for Member Benefits from purchases made by means of online shopping to be credited, especially the cancellation period must have elapsed, and the Member must not have cancelled the purchase.

5.4 A member shall only be entitled to Member 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 the design and the content 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 offensive to common decency, myWorld expressly distances itself from the same.

6. Member Benefits from the Cashback World Programme

6.1 Purchases by the Member that have been entered in the Cashback World Programme enable the Member to enjoy Member Benefits.

Member Benefits are based on the contractually agreed conditions between myWorld and the respective Loyalty Merchants and therefore

vary depending on the respective Loyalty Merchants, the business sector, and the country. The Member 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 Programme, 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 Programme 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.

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6.2 myWorld reserves the right to unilaterally depart from the principles laid down here as part of special promotions. myWorld is interested in offering its Members the greatest possible selection of shopping opportunities with Loyalty Merchants whilst organising substantial discounts with Loyalty merchants in order to offer substantial benefits to the Members. If differing conditions are agreed 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 Member Benefits granted for individual Loyalty Merchants with a notification period of two weeks, 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 Member Benefits due to the Member.

6.4 In order for Member Benefits to be credited, the purchase must be fully paid by the Member and the legal rights to cancel the purchase without giving reasons must no longer exist, i.e. especially any existing distance selling cancellation period must have elapsed. If these requirements are satisfied, the Loyalty Merchant will confirm and report the purchase to myWorld. Purchasing Benefits from purchases made that have been reported to myWorld by 11:00 p.m. Sunday Gulf Standard Time by the Loyalty Merchant will be credited to the Member (Member Benefits). myWorld obligates the Loyalty Merchants to report no later than within three months from the date on which the requirements according to clause 1 of this section 6.4 are satisfied. A pay-out of the Member 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 AED 25. The entitlement to receive a pay-out of the Cashback shall lapse if the amount of AED 25 is not reached within three years of the occurrence of the Cashback. After the amount of AED 25 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 pay-out occurs, the Member shall again be informed explicitly by e-mail or by post 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 pay-out 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 national currency of the Member according to the respective reference rate of the European 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. Member 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 country of residence of 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 Programme (if offered by them).

7.2 The number of Shopping Points that are credited depends on the Purchase Amount as well as the conditions agreed 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 AED 500 per purchase 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 against payment. 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 Member Benefits are also granted by myWorld for purchases for which the Member redeems Shopping Points. In this case, the amount of the Member 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 years. The three-year period shall begin at the end of the year in which the Shopping Points were earned.

8. Logged-in Member Area

8.1 myWorld provides each Member with a Logged-in Member Area free of charge at www.cashbackworld.com (login area) where purchases that have been made and information about Member Benefits from the Cashback World Programme can be viewed at any time after a user name and password are entered. myWorld shall not be liable for any unavailability of 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 Logged-in Member Area (user name, password, and PIN) shall 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).

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8.3 The Member undertakes to 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 Recommender

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

10. Data protection

10.1 To the extent that it is required to conduct the Cashback World Programme, i.e. to calculate the Member Benefits, myWorld, being responsible for data protection, collects, stores, and processes personal data such as data on the purchasing behaviour and purchases of the Members. Only if the Member gives his/her express consent, myWorld also uses the Members' data to send them personalized information

about offers and products of myWorld and its Loyalty Merchants.

10.2 All enquiries by the Member regarding information, changes, and deletion of personal data can be addressed directly to myWorld (MY

WORLD UAE L.L.C, Emaar Business Park, Building 4, 4th Floor, P.O.Box 390490, Dubai, UAE).

10.3 Further data protection regulations 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 recognised security technologies to protect Members' data against unauthorised access. myWorld shall not be liable for security of the data transmitted via the Internet except as specified in section 12.

11. Disruption to Service

11.1 The scope of services of myWorld is limited to the implementation of the Cashback World Programme 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 are solely those of the respective Loyalty Merchants. myWorld solely acts as an intermediary, whereas the contracts to purchase goods and services are only concluded between the Members and the Loyalty Merchants. Thus, after executing a contract with the Loyalty Merchants, myWorld does not assume any warranty or liability for performance obligations of the Loyalty Merchants, especially in the event of any non-performance or inadequate performance by the Loyalty Merchant.

12. Liability

12.1 myWorld shall be liable without limitation for damages resulting from injury to life, limb, or health that are due to a deliberate or negligent breach of duty by myWorld. myWorld shall only be liable without limitation for other damages that are due to a deliberate or grossly negligent breach of duty by myWorld.

12.2 For damages due to simple 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 typical and foreseeable damage.

12.3 Other claims for damages shall be excluded, subject to the following section 12.5. This shall apply especially if myWorld is not at fault, for example,

- (a) in the event of 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 Programme (in particular, any tracking failures and resulting data losses)
- (d) the unavailability 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 and myWorld shall not be liable for any damages arising from these contracts.

12.4 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.

12.5 The limitations and exclusions of liability as specified in section 12 of this document shall not affect the liability of myWorld according to the

mandatory statutory provisions of the UAE-Federal Law No 24 of 2016 on Consumer Protection.

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13. Costs

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

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

14. Term and termination of the contractual relationship by the Member

14.1 This contractual relationship is entered into for an indefinite period of time. The Member shall have the right to terminate the contractual

relationship with myWorld at any time by means of a written statement to myWorld effective when myWorld has received the 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 Programme for which

a basis had already been established 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. Any Shopping Points accumulated up to this point shall basically 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 with immediate effect with

cause. Reasons for cause include especially but not limited to the breach of essential contractual obligations by the Member, in addition to

substantial damage to the economic interests or reputation of myWorld or of the respective Loyalty Merchant by the Member. The essential

contractual obligations of the Member include, but not limited to the obligations according to sections 2.3, 2.4, 3.3, and 3.4.

15.2 The Member shall indemnify and hold myWorld harmless in the event of culpable violation of his obligations under this agreement. The

same shall also apply to the costs of a defence against such claims by third parties. Furthermore, myWorld shall have the right to assert a

claim against the Member for damage incurred by myWorld as a result of the breaches of obligation by the Member, including legal costs.

15.3 Upon termination of the contract by myWorld, the Member shall be entitled only to those cash benefits from the Cashback World Programme for which a basis had already been established 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. myWorld shall not be liable for any other kind of loss or damage, including, but not limited to any reduction or loss in the Member's advantages or any detriment or disadvantage resulting from the termination of the contract.

15.4 If myWorld terminates the contractual relationship without notice for an important reason not culpably caused by the Member, the Member shall be able to redeem his/her Shopping Points acquired up to that time within a period of 8 weeks after termination of the contract according to section 7. Otherwise, the Shopping Points acquired shall expire upon termination of the contract.

16. General conditions

16.1 The Member may not assign his/her claims against myWorld (and all the rights resulting from his/her participation in the Cashback World Programme) or use them as security without prior written consent.

16.2 Participation in the Cashback World Programme represents a mere exchange relationship and therefore does not constitute a legal corporate association between the Member and myWorld, in particular, there is no membership in an association.

16.3 In individual cases, individual agreements shall take precedence over these General Terms and Conditions. The contents of such agreements shall be governed by a written contract or written confirmation by myWorld. It is presumed that the parties have not made any verbal agreements. Moreover, myWorld shall be entitled to send contract declarations and information required for the execution of the contract via SMS or e-mail to the Member, provided that the Member has specified the corresponding contact data and does not object to the same.

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 especially 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 Insofar as gender-specific designations are used in the contents of the agreement, they refer to both female and male persons as well as to legal persons.

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.

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16.7 This agreement shall be governed by, and construed in accordance with, the law of the United Arab Emirates. Any dispute between myWorld and its Member 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 Centre (DIAC), by three arbitrators. The Arbitration shall take place in Dubai, United Arab Emirates. The language of the proceedings and awards shall be in English.

16.8 Registration and participation in the Cashback World Programme are permitted from the age of 21 years.

16.9 The Member undertakes to bear all duties, fees, taxes, etc. incurred by the Member receiving the Member Benefits himself/herself.

16.10 If myWorld does not or does not fully exercise any legal rights in response to a particular breach of any term or condition of this agreement, this action shall not be deemed as a waiver of any such rights or deprive myWorld from any right to fully enforce this agreement.