

# **General Terms and Conditions (GTC) for weePartners (online and offline dealers)**

(as of October 2018)

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**General Terms and Conditions (GTC) for weePartners (online and offline dealers)**  
(as of October 2018)

The wee Group works in the Mobile Commerce business and operates, through an electronic platform, a digitalised marketplace (hereinafter referred to as “**Marketplace**”) of online dealers as well as local retailers (offline dealers) (hereinafter jointly referred to as “**weePartners**”), where customers (hereinafter referred to as “**wee Customers**”) purchase products and services of the weePartners and can simultaneously benefit from a cashback system. For every purchase, weeConomy (as defined in no. 1(2)) grants credits to the wee customers in the form of “**wee**”.

**1. Scope of application and contracting partner**

- (1) These GTC shall be applicable for the participation of a weePartner in the Marketplace and the cashback-system associated with it.
- (2) Contracting partner of the weePartner shall be weeConomy AG, Burgstrasse 8, 8280, Kreuzlingen, Switzerland, trade register number (UID): CHE-114.819.805 (Trade Register Office of the Canton of Thurgau), tel: + 41 71 688 6863, e-mail: [info@wee.com](mailto:info@wee.com) (hereinafter referred to as “**weeConomy**”).
- (3) These GTC shall be an integral part of the contract concluded between the weePartner and weeConomy (“**Contract**”) through complete registration of the weePartner.
- (4) Conflicting conditions of the weePartner shall not be acknowledged.
- (5) weeConomy shall provide the Marketplace, where weePartners can offer products and services for sale. Contracts in connection with the sale transaction are exclusively concluded between the wee Customers and the weePartners. The advertisements placed shall, under no circumstances, represent offers from weeConomy. In context of the sale transaction, weeConomy shall be neither agent nor representative of the weePartner, nor buyer or seller of the products and services offered for sale on the Marketplace. Exclusively the weePartners shall be responsible particularly – but not exclusively – for the content of the advertisement texts, the fulfilment of the legal labelling obligations, the mandatory legal information and confirmation obligations in distance selling, the information obligation regarding the legal right of withdrawal and the content of their terms and conditions.

**2. Registration and conclusion of the Contract**

- (1) The registration of the weePartner on the Marketplace shall take place via the website [www.wee.com](http://www.wee.com) when the weePartner sends the filled-in registration form and agrees to these GTC. The registration form used for this purpose shall be considered part of the Contract between the weePartner and weeConomy.

The weePartner must fill in the registration form carefully and truthfully.

- (2) To complete the registration on the Marketplace and create a personal account, the weePartner must provide proof of its identity (identity card) and of an independent commercial activity (e.g. trade license, trade register extract) to weeConomy. With this proof as well as with complete and truthful filling-in of the registration form, the registration of the weePartner shall be complete and the Contract shall be deemed concluded subject to para. (1) and (4).
- (3) After completing the registration, the weePartners can log in to their accounts with the user name and password. weePartners can access their accounts either through a downloadable app for mobile phones (“**weeApp**”) or through the Internet login.
- (4) In the individual case, weeConomy shall reserve the right to reject the registration of a dealer/retailer without giving reasons.

**3. The unit wee**

- (1) The unit wee, when being used in Great Britain, shall correspond to one Euro or to its equivalent in Great Britain Pound (GBP) per wee.
- (2) wee shall not bear interest.

**4. weeCards with registration numbers**

- (1) The weePartner can purchase customer cards bearing registration numbers (“**weeCards**”) from weeConomy and issue these to potential wee Customers. A commission shall then be credited to its commission account (refer below to no. 6.2) for each transaction completed with the issued weeCard.
- (2) The weeCards can be purchased exclusively without existing credit and issued to potential wee Customers.

**5. Service Charge and/or settlement of the cashback credit**

- (1) The weePartner must pay a participation and service charge (hereinafter referred to as “**Service Charge**”) to weeConomy for the participation in the Marketplace as well as settle the cashback credit granted by weeConomy to the wee Customers.
- (2) In principle, the weePartner can determine the Service Charge freely as well as submit a suggestion for the cashback credits to be granted by weeConomy to the wee Customers. The Service Charge as well as the settlement of the cashback credit must, in any case, amount to 0,5 % of the gross purchase price of the products or services purchased by a wee Customer from the weePartner in the Marketplace or using the weeApp or the weeCards.

- (3) The weePartner can change the aforementioned Service Charge as well as the suggestion related to the cashback credit to the wee Customer through its account. If individual products (groups of products) and/or services (groups of services) are not included in the Marketplace, the weePartner must indicate these products (groups of products) and/or services (groups of services) in its master data.
  - (4) The Service Charge to be paid by the weePartner as well as the settlement of the cashback credit shall be reflected in the Billing Account of the weePartner after the transaction is complete (compare no. 6.1).
  - (5) In case of online purchases with weePartners, who operate an online shop, it shall be necessary for the charging of the Billing Account that
    - a) there is a legally binding contract originating from the www.wee.com homepage at an online shop of a registered weePartner,
    - b) the invoice amount has been fully paid by the wee Customer,
    - c) the wee Customer has accepted the product without reservation,
    - d) the legal or contractual cancellation deadline has expired and
    - e) the weePartner operating the online shop has sent a confirmation to weeConomy about the successful business transaction.
  - (6) In case of a successful business transaction, the weePartner must send the confirmation about the successful business transaction to weeConomy.
  - (7) If the underlying transaction between the wee Customer and the weePartner is subsequently cancelled, the proportionate Service Charge falling to this underlying transaction and/or the settlement of the cashback credit shall be credited.
  - (8) The credits of wee to wee Customers and/or to weePartners can be cancelled if these GTC are violated by the weePartner or if the conditions for the credit are not fulfilled or cease to exist subsequently.
  - (9) In the event of misuse or violation of these GTC, weeConomy shall be authorised to retrospectively cancel wee without specific notifications.
- (2) The amount of the first payment on account for weePartners, who operate only an online shop on the Marketplace or an online shop and a local shop, shall be EUR 1,000. For weePartners, who operate only one or several local shops without an online shop, the amount of the first payment on account shall be EUR 50.
  - (3) The payments on account of the weePartners must be made to an account, in the name of weeConomy, with the bank that shall be separately specified by weeConomy and shall be held there up to the due date (compare no. 7) together with the payments on account of other weePartners – however separate from other funds of weeConomy.
  - (4) For every weePartner, weeConomy shall maintain a virtual Billing Account, in which the first payment on account and any further payments on account (compare no. 6.1(7)) of the respective weePartner shall be reflected (“**Billing Account**”).
  - (5) The Service Charge owed to weeConomy or the settlement of the cashback credit shall be reflected in the Billing Account after a transaction. Even other payments to be made by the weePartners (e.g. set-up fees, marketing fees) can be directly reflected in this account.
  - (6) If a weePartner has not made the due payment on account at all or has not made this payment fully and if a too low or no down payment is reflected in the Billing Account of the weePartner, the account of the weePartner shall be set to “inactive”. The weePartner cannot carry out any transactions on the Marketplace and shall no longer be displayed on the Marketplace with its personalised page. The weePartner shall then be automatically requested to make a payment on account again.
  - (7) The Billing Accounts of weePartners must always show a minimum balance of EUR 100 in case of online dealers or EUR 10 in case of exclusively local retailers (without an online shop).  
  
A minus balance shall not be possible.
  - (8) The payments on account made by weePartners shall not bear interest.

## 6. Account management

### 6.1. Payment on account and Billing Account

- (1) The weePartner must, after opening and for activating its account, make a first payment on account in order to ensure the Service Charge to be paid and/or the settlement of the cashback credit to weeConomy.

### 6.2. Commissions and Commission Account

- (1) The weePartners shall be entitled to commissions if they acquire new wee Customers for the Marketplace.
- (2) The entitlement to a commission shall arise under the conditions that (i) the acquired wee Customer registers himself/herself on the platform, (ii) makes purchases from at least one weePartner, from whom he/she receives wee and (iii) the Service Charge and/or the settlement of the cashback credit for weeConomy was paid by the respective weePartner involved in the transaction (refer below to no. 7).

- (3) For every weePartner, weeConomy shall maintain a virtual Commission Account, in which the commissions assigned to the weePartner shall be reflected (“**Commission Account**”).
- (4) The commission as reflected in the Commission Account shall be automatically paid to the weePartner half-yearly to a bank account specified by it or, if the balance attains an amount of EUR 50 monthly, it shall be offset monthly against the Service Charge and/or the settlement of the cashback credit; the offsetting process shall also be reflected in the Billing Account.
- (5) The payment of the balance to a bank account can incur fees, which must be borne by the weePartner. The offsetting against the Service Charge and/or the settlement of the cashback credit shall be free of cost.

**7. Due date and payment of the Service Charge and/or of the settlement of the cashback credit**

- (1) The entitlement of weeConomy to Service Charge and/or the settlement of the cashback credit (compare no. 5) shall arise when a wee Customer purchases products and/or services from the weePartner.
- (2) The Service Charge and/or the settlement of the cashback credit, the fees to be paid pursuant to no. 12(2) and other possible fees to be paid by the weePartner shall be collected by weeConomy monthly from the payments on account made by the weePartner and shall be reflected accordingly in the Billing Account of the weePartner. If no or insufficient payments on account were made, the weePartner must immediately pay the outstanding fees to the bank account specified to it by weeConomy.

**8. Self-billing invoice**

- (1) weeConomy shall place a monthly self-billing invoice on the account of the weePartner about the transactions made with it and the Service Charges and/or settlements of the cashback credit accrued for the same as well as an overview of the processes reflected in its accounts.
- (2) The weePartner shall itself be responsible to call up and take note of the self-billing invoice or to immediately initiate the corresponding payments.

- (3) The weePartner shall explicitly acknowledge the self-billing invoice as binding unless it files a written objection with weeConomy within four weeks from the provision of the invoice on its account.

**9. System set-up and operation of the weePOS-App**

- (1) Transactions between wee Customers and weePartners in the local shops of the weePartner shall be recorded through a POS application (“**weePOS-App**”). After collection of the full purchase price for the products and/or services sold to the wee Customer, the weePartner must enter the full purchase price into the weePOS-App.
- (2) The weePOS-App must be installed by the weePartner. In order to ensure the functionality of the weePOS-App, the weePartner must ensure using a data line with Internet connection as well as carry out the required software updates. The weePartner must make sure that a trained employee is present in the respective local shop of the weePartner during usual working hours to ensure smooth use of the weePOS-App.
- (3) If there are incorrect entries, e.g. due to input errors, the weePartner must immediately contact weeConomy via the service hotline in order to inform weeConomy about the incorrect entry.

**10. Access to the Marketplace**

The weePartner shall get wee stickers that can be put at a clearly visible point in the local shops to make itself known as a weePartner. weePartners with online shops shall get the right to place the logo of the Marketplace on their websites as long as this Contract is valid.

**11. Obligations of the weePartners**

- (1) The weePartner must specify a bank connection to weeConomy for the payment of the commission balance. It must also prove the ownership of the bank account.
- (2) Changes in personal or corporate data of the weePartner or in details of its bank connection must be immediately informed to weeConomy through a corresponding correction of the relevant data on its account on the online portal at [www.wee.com](http://www.wee.com).
- (3) The weePartner must follow all safety instructions recommended by weeConomy, particularly to protect the devices from unauthorised accesses of third parties, to regularly protect data from data losses and to store access data, passwords as well as PIN carefully and not to forward these to third parties.

- (4) The weePartner must immediately inform weeConomy in the event of loss of access data or passwords or in case of other indications of misuse of its personal account.
- (5) Apart from that, the weePartner must adhere to all diligence obligations that are applicable for it in connection with the transactions between it as well as the wee Customers and weeConomy.

## **12. Inactive accounts**

- (1) The weePartner must actively participate in the Marketplace and the related cashback system.
- (2) Accounts, on which no activities take place for at least twelve consecutive months, shall incur processing fees of EUR 10 per month from the 13<sup>th</sup> month of inactivity, until an activity is again observed on the account or until no payments on account of the relevant weePartner are available any longer.
- (3) If no activities are observed on the account of the weePartner since more than twelve consecutive months and if no payments on account of the relevant weePartner are available any longer, the account of the weePartner shall be deleted permanently and the contractual relationship shall be ended automatically.

## **13. Intellectual property, advertising materials and other grants**

- (1) All intellectual property rights (including copyrights, patents, trademarks, domain names, etc., whether registered or not) shall remain property of weeConomy or its licensors.
- (2) Logos, trademarks, texts and other contents on the website www.wee.com or on the weeApp shall be protected under the trademark and copyright law. weePartners may not use materials, contents or trademarks of the wee Group – fully or partially – in any form and in any manner for their own purposes; they may particularly not reproduce, spread, sell, license, distribute, copy, publish, stream, publicly perform or display, transfer, renew, modify, process, translate, adjust or use them in an otherwise unauthorised manner.
- (3) All presentation, advertising, training and film materials, etc. (including photographs) of the wee Group shall be copyrighted. The weePartners may not use them without explicit written consent of weeConomy, fully or in extract, in any form whatsoever; in particular, the weePartners may not reproduce, spread, process or make them publicly accessible, unless this is explicitly permitted according to these GTC or these have been provided to the weePartner specifically for advertising purposes. The marketing guidelines of weeConomy shall be applicable.

- (4) Any intellectual properties associated with weeConomy services, particularly software, shall remain with weeConomy or the respective copyright holder. The weePartner shall get a non-transferable, temporally limited and non-exclusive right for contractual use of these rights. The weePartner shall not be entitled to further rights.
- (5) All free advertising materials and other grants from weeConomy can be revoked any time with effect for the future.
- (6) In the course of business, the weePartner may not give the impression of acting in the name of weeConomy. It shall not be permitted to act and/or to enter into obligations on behalf or in the name of weeConomy. The weePartner shall particularly not be allowed without prior written permission of weeConomy to reply to press inquiries about weeConomy or the wee Group, the contractual products, the sales system or other services in connection with this Contract. The weePartner must forward all press inquiries immediately to weeConomy.

## **14. Breach of Contract by the weePartner and liability**

- (1) The weePartner must rectify violations of contractual regulations or regulations of the mandatory law immediately after they become known, at the latest however within 14 days from the request by weeConomy.
- (2) The weePartner shall be liable for all the damage, which is incurred by weeConomy through a culpable violation of contractual regulations or regulations of the mandatory law by the weePartner.
- (3) If claims are made on weeConomy by third parties due to a culpable violation of contractual regulations or regulations of the mandatory law by the weePartner, the weePartner must release weeConomy from the liability. The weePartner must particularly bear the reasonable and typical costs, especially attorneys' fees, legal costs and compensation costs justifiably incurred by weeConomy in this context.

## **15. Blocking of the account**

- (1) weeConomy can block the account of the weePartner fully or partially without prior notice or restrict it to certain services if there is an important reason according to no. 20, the blocking is in the presumed interest of the weePartner (e.g. in the event of misuse by a third party), there are justified doubts about the adherence to the contractual obligations by the weePartner or it is suspected that the weePartner is misusing or has misused its account.
- (2) The weePartner shall be informed about the executed blocking by suitable means. The blocking can be retained until the reason for the blocking ceases to exist.

- (3) If the weePartner is responsible for the reason for the blocking, it can incur fees of up to EUR 50 for the blocking and unblocking as well as any further costs of weeConomy and/or the wee Group. The weePartner can prove the occurrence of a lower or no damage or expenses; in this case, the fee or cost reimbursement shall be reduced accordingly.
- (4) If a misuse by the weePartner is proven, its account shall be deleted.

#### **16. Warranty of the services**

- (1) weeConomy shall be obligated vis-à-vis the weePartner to operate the Marketplace according to the regulations of this Contract and with due diligence and shall always strive to ensure constant and smooth availability of its services.
- (2) weeConomy shall not assume any warranty for continuously seamless and trouble-free functioning of its services, for instance for certain transmission times and speeds, constant accessibility of the website [www.wee.com](http://www.wee.com), contents and services created by third parties or other weePartners or that can be called up from them, an absolute protection of its Marketplace from unauthorised accesses, the protection from dangerous software, viruses, spamming, trojans, phishing attacks, and other criminal acts of third parties as well as from data losses as a result of malfunctions.
- (3) For the possible execution of technical measures (servers, capacity limits, maintenance, security, app updates), weeConomy shall reserve the right to restrict its services temporarily.
- (4) weeConomy shall not assume warranty for the creditworthiness of the wee Customers, for their service provision or for the fulfilment of the obligations from the underlying transaction between a wee Customer and the weePartner. weeConomy shall also not guarantee that a certain number of wee Customers shall be affiliated with the Marketplace.

#### **17. Use of information**

- (1) weeConomy shall be authorised to obtain information about the sales development of the weePartners and to publish facts related to it on the website [www.wee.com](http://www.wee.com), however without publishing concrete sales figures or names. weeConomy shall be authorised to convey and publish statistics about sales and wee credits, without revealing concrete data of the weePartners or their customers.
- (2) The weePartner agrees that weeConomy may create and publish photos of the local shop(s) of the weePartners or even advertising films.
- (3) weeConomy shall reserve the right to introduce a rating system about the weePartners, in which mainly the average period of the handling of payment processes shall be evaluated, and to make the results accessible to wee Customers.

#### **18. Confidentiality agreement**

The weePartner must observe confidentiality regarding the information, product and project secrets that become known to it through negotiations and execution of the Contract.

#### **19. Term and end of the Contract**

- (1) The Contract between the weePartner and weeConomy shall be made for an indefinite period.
- (2) The Contract can be terminated at any time in writing through an ordinary termination with a notice period of 30 days. The Contract shall automatically end as a result of inactivity as described in no. 12 (3) of these GTC. In the event of end of the Contract, the parties shall mutually account for their receivables and liabilities with each other and all liabilities of a party that are open at the time of end of the Contract must be settled immediately.
- (3) If the contractor is a natural entity, the Contract shall end at the latest with the death of the weePartner, or if the weePartner has been entered in the trade register, with its deletion from the trade register.

#### **20. Termination for an important reason / good cause**

- (1) In case of important reasons, weeConomy shall be authorised to end the Contract with the weePartner without notice through a termination. An important reason shall exist particularly if:
  - a) there are indications that the weePartner is using the services of weeConomy for non-contractual purposes;

- b) a competent court or a competent authority orders weeConomy in a legally binding manner to no longer provide the services to the weePartner;
  - c) there is a reason to assume that the weePartner has provided incorrect or incomplete details at the time of conclusion of the Contract;
  - d) the weePartner is in default with payment or performance in spite of multiple reminders;
  - e) this is required due to predominant public interests;
  - f) documents and deliveries sent to the weePartner are returned with the "relocated", "dead", "not accepted", "unknown" or similar remark and the weePartner does not correct the faulty details within 30 days from the request;
  - g) the weePartner does not fulfil its rectification obligation according to no. 14 in time or if, after the breach of duty, the same or a comparable culpable violation takes place again at a later time;
  - h) insolvency proceedings are opened against the weePartner, the opening of such proceedings is rejected for the lack of assets, the weePartner becomes insolvent or a corresponding declaration about the insolvency is given within the scope of the compulsory execution.
- (2) After termination of the Contract for good cause by weeConomy, the weePartner shall not be entitled to any further payments from weeConomy.
- (3) In case of important reasons, the weePartner shall be authorised to terminate the Contract with weeConomy without notice. An important reason shall exist particularly if:
- a) weeConomy culpably commits an ongoing, important breach of Contract and does not rectify it in spite of an appropriate written warning by the weePartner;
  - b) insolvency proceedings are opened against weeConomy, the opening of such proceedings is rejected for the lack of assets, weeConomy becomes insolvent or a corresponding declaration about the insolvency is given within the scope of the compulsory execution.

## 21. Modification of the contractual conditions

- (1) weeConomy shall reserve the right to modify the contractual conditions any time if this is justified by legitimate interests of weeConomy. Amendments shall be notified to the weePartner in a suitable form and shall be deemed approved unless they are objected to within 30 days from the dispatch.

- (2) The weePartner must accept amendments of the contractual conditions for technical and operational reasons as long as these are beneficial for the weePartner or only cause a negligible reduction in the service without affecting essential regulations of the contractual relationship. Moreover, changes that become necessary due to legal specifications (e.g. GwG [Money Laundering Act], regulatory law, tax law, etc.) or court orders shall be permissible.

## 22. Liability of weeConomy

- (1) For damage incurred by the weePartner from weeConomy, a legal representative or vicarious agents of weeConomy, weeConomy shall be liable only for intent and gross negligence. This liability limitation shall not be applicable for damage from injury to life, limb or health as well as the violation of cardinal obligations. Cardinal obligations shall include obligations, whose violation would endanger the respective purpose of the Contract and whose fulfilment can thus be justifiably relied on by the weePartner.
- (2) weeConomy shall assume no responsibility and shall be liable neither for the content, correctness, completeness or up-to-datedness (including the availability of products and services) of the advertisements created by the weePartners, nor for the realisation, fulfilment or enforceability of a contract made between a weePartner and a wee Customer through the Marketplace. weeConomy shall also not be liable for the products and services offered on the Marketplace (neither from warranty, guarantee nor from damages, product liability or other legal regulations).

## 23. Other agreements

- (1) In principle, weeConomy communicates with the weePartner electronically and directly via the online platform or via e-mail.
- (2) Collateral agreements, changes or additions to these GTC, special regulations or other contract documents must be in written form for their legal effectiveness, subject to the regulation in no. 21 as well as stricter legal regulations. This shall also be applicable for the waiver of the written form requirement.
- (3) weeConomy shall explicitly reserve the right to consult third parties for the fulfilment of its obligations from this Contract or to transfer the business operations fully or partially to third parties. weeConomy can also transfer the Contract to third parties without an approval of the weePartner.
- (4) The weePartner can transfer individual or all rights and obligations from this Contract to third parties explicitly only after a written approval by weeConomy.

- (5) These GTC were prepared in German. For any necessary interpretations, the German language shall be decisive. Every translation shall only serve for explanation without legal force.
- (6) If one or several regulations of these GTC are ineffective, this shall not affect the validity of the remaining regulations and any contracts made under these GTC. The ineffective regulation shall be replaced with an effective regulation, which analogously corresponds to the original regulation. This shall be accordingly applicable for contractual gaps.

#### **24. Applicable law and jurisdiction**

- (1) This Contract shall be explicitly subject to the Swiss law excluding the law of the UN Convention on the International Sale of Goods.
- (2) The exclusive place of jurisdiction shall be Kreuzlingen, Switzerland. Mandatory places of jurisdiction of the federal law shall remain reserved.