

# Terms Of Condition

## General participation conditions of weeCONOMY AG for weePartners

As of: 18/08/2016

---

### A. Terms Of Condition

---

#### **A. Terms Of Condition**

##### **§ 1 Scope of application and contracting partners**

(1) The following general participation conditions (hereinafter "GTC") apply for the participation of retailers and service providers (hereinafter "weePartners") in the discount and customer loyalty system of weeCONOMY AG.

(2) The contracting partner of the weePartner is weeCONOMY AG, Burgstrasse 8, CH-8280 Kreuzlingen, [www.weeCONOMY.com](http://www.weeCONOMY.com) (hereinafter "weeCONOMY").

(3) The GTC are an integral component of the contract concluded between weeCONOMY and the weePartner. Conditions deviating from the GTC shall only be legally binding if they are expressly accepted in writing by weeCONOMY. Conflicting conditions of the weePartner shall not be recognised.

##### **§ 2 Registration process and conclusion of the contract**

1. The weePartner completes the weePartner registration on the homepage [www.wee.com](http://www.wee.com) carefully and truthfully and states that they agree with the GTC in force. The online form used for this purpose is part of the contract. weeCONOMY must be notified of changes to the weePartner's personal or company data immediately through the corresponding correction of the data in question in the online portal found at [www.wee.com](http://www.wee.com). weeCONOMY reserves the right to collect additional information from the weePartner in individual cases.
2. Sending the registration form on the homepage [www.wee.com](http://www.wee.com) and activating the account completes the registration and the parties enter into a contract of use or membership with the following agreements.

##### **§ 3 Subject of the contract**

1. The weePartner states that they shall give a discount to all weeMembers of weeCONOMY through which they generate sales. They are free to choose the discount amount for the weeMembers, but they must adhere to the minimum discount amount. This is 0.5 % of the weeMember's gross purchase price at the respective weePartner. The weePartner can change the granted discount amount in the back office at any time. Should individual product groups not be discountable, the weePartner must make this known in their master data.
2. For its service provision, weeCONOMY receives a **service fee** from the weePartner, which accrues solely from the transactions made by weeCONOMY customers who shop with them. The service fee corresponds to the amount of discounts granted

and in the case of service support by a sales partner, also their remuneration.

3. In order to ensure fast posting of the discounts to the weeMember, the weePartner buys a **prepaid balance** from weeCONOMY. This will be used for offsetting the granted discounts, the service fee, and the bank's processing fees for charging. Various payment systems are offered for charging the weePartner's prepaid account. As the weePartner has to bear the payment service provider's fees for charging their prepaid account, they can select from the systems offered.
4. If the weePartner's prepaid account is charged with the minimum balance, its operation on the weeCONOMY homepage and app is shown as active. If the weePartner's prepaid account occasionally has no balance or if it is too low, as an inactive weePartner they cannot carry out any further transactions and they are no longer shown on the homepage. weeCONOMY informs the weePartner by email if their prepaid account no longer has a sufficient balance.
5. Both the service fee to weeCONOMY and the discount to the weeMember are no longer refundable in principle once the wee has been activated for the weeMember.
6. weeCONOMY calculates the discount for the weeMember on behalf of the weePartner.
7. The weePartner also acquires commission by actively registering weeMembers in their account. These weeMembers make purchases from them or other weePartners, with discounts posted by the weeCONOMY system. **The entitlement to commission only begins when the weePartner pays the service fee to weeCONOMY. Commission can only be paid out when the weePartner's prepaid account is charged.**

#### § 4 Obligations of the weePartner

1. The weePartner is obliged to actively participate in the weeCONOMY system in order to ensure the benefits of the weeCONOMY system for customers in the long term. The actions required for an active status result from the obligations described in these GTC. The statutory requirements also apply.
2. weeCONOMY provides the weePartner with a **self-billing invoice** in their login area on a regular basis once per month. The weePartner is **responsible for retrieving**

this themselves. This invoice is expressly deemed to be binding if they do not object to it in writing within four weeks of receiving it. The address for the objection is: weeCONOMY AG, Burgstrasse 8, CH-8280 Kreuzlingen or by email to customerservice@weeconomy.com.

3. The weePartner is obliged to protect their passwords and login IDs from being used by third parties.
4. The weePartner may not give the impression in business dealings that they are acting in the name of weeCONOMY. They are not permitted to apply for and accept credits, incur expenditure, enter into obligations, open bank accounts or conclude other contracts on behalf of or in the name of weeCONOMY. It is also forbidden for them to send unsolicited advertising emails, faxes or text messages (spam).
5. All of weeCONOMY's presentation, advertising, training and film materials, etc. (including photographs) are protected by copyright. They may not be copied fully or in excerpts, distributed, publicised or edited by the weePartner without the express written permission of weeCONOMY, insofar as this is not expressly permitted in accordance with these GTC or these materials have been made available to the weePartner specifically for advertising purposes of weeCONOMY. The marketing guidelines of weeCONOMY AG apply.
6. The use of brands, work titles and commercial designations of weeCONOMY beyond the powers of these GTC or beyond the materials provided for the advertising purposes of weeCONOMY is also only permitted with express written permission.
7. The weePartner is not permitted to answer press inquiries about weeCONOMY, the contractual products, the sales system or other services of weeCONOMY, unless written permission has been issued for this following a prior consultation. The weePartner is obliged to forward all press inquiries to weeCONOMY immediately.
8. The weePartner purchases the balance in accordance with § 3 paragraph 3 of these GTC using the payment methods offered to them.
9. If weeCONOMY incurs bank refund costs as a result of incorrectly specified transfer data, the weePartner shall bear these costs themselves. The weePartner must bear transaction costs that may be due for weeCONOMY, for example currency conversions or foreign bank charges.

## § 5 System set-up and operation by weeCONOMY

1. The weePartner carries out the registration and, if necessary, installation of the weePOS or the weePOS app. The installation of the weePOS also includes the set-up of various marketing tools in the online portal. In order to ensure the functionality of the weePOS terminal or the weePOS app, the weePartner must ensure the usability of a data line with Internet connection. This can be via a Wi-Fi router or by using a SIM card with a suitable data tariff.
2. The weePartner is responsible for ensuring that a trained employee is usually present during the usual business hours in the weePartner's business premises. weeCONOMY shall set up a service hotline, the details of which can be found at [www.wee.com](http://www.wee.com).
3. The weePartner may consult independent, supervising sales partners in their place of business for support with issuing weeCards or the weeApp to their customers. The weeMembers are guided to the weePartners by weeCONOMY using various marketing actions and encouraged to make purchases. The weePartner receives a weeCONOMY sticker to apply to an easily visible place in the business premises (such as shop window, entrance door area, or similar) in order to identify themselves as a weePartner.
4. After collecting the entire purchase price for the products and/or services sold to the weeMember, the weePartner has to enter the entire gross purchase price into the weePOS terminal or the weePOS app. The weePartner must ensure the appropriate use of the weePOS terminal or weePOS app and monitor the postings made over the course of a day in their online portal. If incorrect postings are made, e.g. as a result of input errors, the weePartner must contact weeCONOMY immediately, in order to inform weeCONOMY of this. weeCONOMY is not liable for incorrect postings made by the weePartner's staff.
5. weeCONOMY is authorised to collect information about the sales development of the weePartner and to publish related facts on the website [www.wee.com](http://www.wee.com), but without publicising specific sales figures or names. weeCONOMY is authorised to disclose and publish statistics on sales and wee credit notes without revealing personal data of the weePartner or their customers.
6. weeCONOMY shall publish information about the weePartner's business premises immediately after installation and activation of the weePOS terminal or the weePOS app in the weePartner's business premises on the weeCONOMY website [www.wee.com](http://www.wee.com) and in the weeApp.
7. The weePartner states that they agree that photographs of the weePartner's business premises or an advertising film may be created and publicised on the part of weeCONOMY. weeCONOMY shall inform the weePartner before taking the photographs or films and shall agree the time with the weePartner. The weePartner is authorised to place their own photos or videos on the website or in the address set up in the weeApp in order to present their products or services and any temporary offers. weeCONOMY shall provide support and run free advertising campaigns through the website [www.wee.com](http://www.wee.com) or within the weeApp for the weePartner.
8. weeCONOMY reserves the right to introduce a rating system of the weePartners, in which, among other things, the average period of processing payment transactions through to crediting the wee to the customers is evaluated and the results are made available to the weeCONOMY customers.

## § 6 Warning, compensation, release from liability

1. In the event of an initial infringement of one of the above-mentioned obligations by the weePartner, weeCONOMY issues a written warning to rectify the breach of the obligation in general within 10 days, or within a period complying with other relevant mandatory provisions of federal state law.
2. The weePartner is liable for all damages which result for weeCONOMY due to a breach of obligation in the sense of the above paragraphs or otherwise due to an infringement of the GTC or other contractual or legal rights of weeCONOMY, unless the weePartner is not responsible for the breach of the obligation.
3. The weePartner releases weeCONOMY from liability in the event of using a third party due to an infringement of one of the above-mentioned obligations or another infringement of the weePartner against applicable law, at the first request of weeCONOMY. In particular, the weePartner undertakes to cover all costs, particularly legal fees, court costs and claims for damages, which result for weeCONOMY in this regard.
4. weeCONOMY is not liable for the financial consequences of incorrectly posted wee, which result from incorrect

handling or inappropriate use of the weePOS terminal or the weePOS app, or the entry of incorrect amounts into the weePOS terminal or the weePOS app.

## § 7 Duration and termination of the contract, blocking of services, death of a contractor working as a weePartner, consequences of termination

1. The contract concluded on the basis of these GTC is concluded for an indefinite period and can be terminated at any time by **ordinary** termination with 30 days of notice. In this case, the parties mutually account for their claims and obligations towards each other and all open obligations of a party at the time of the contract termination must be settled immediately. A termination must be carried out by the terminating party in writing and personally signed. With the termination of the contract by **ordinary** or **extraordinary** termination on the part of weeCONOMY, the weePartner is not entitled to any further services on the part of weeCONOMY.
2. weeCONOMY reserves the right to extraordinary termination independently of § 7 (1). weeCONOMY is accordingly justified to extraordinarily terminate the contract with a weePartner if:
  - Documents and shipments sent to them are returned with the comment "moved", "deceased", "not accepted", "unknown" or similar and the weePartner does not rectify the incorrect data within 30 days following a request to do so.
  - The weePartner does not meet their obligation to rectify in accordance with § 6 or the same or a comparable infringement occurs again at a later time after the breach of the obligation.
3. Furthermore each party has a reason for **extraordinary** termination if an insolvency procedure has been opened against the other party or the opening was refused due to lack of assets or the other party is otherwise unable to pay, or if as part of the enforcement a declaration has been made about the inability to pay in accordance with the regulations of the country in which the weePartner is based.
4. The contract ends at the latest with the death of the weePartner, if the latter is a natural person in an entrepreneurial capacity, or in the case of an entry of the weePartner in the commercial register, with their deletion from the commercial register. The contract can be inherited in compliance with the legal requirements. A new contract must be concluded with the heir(s) in principle within 6 months after the death of the weePartner, in which he/she enters into the rights and obligations of the testator.

The death must be verified with a death certificate. An affidavit of heirship and – if a will stating the inheritance of the contract is available – a copy of the will

certified by a notary must be provided. The business relationship ends following the fruitless expiry of the six-month notice period. All rights and obligations from the contract are transferred to weeCONOMY. By way of exception, the six-month notice period is extended by an appropriate period if it is disproportionately short for the heir(s) in individual cases.

5. A contract transfer on the part of the weePartner is not permitted without the agreement of weeCONOMY.
6. If the weePartner does not own the weePOS terminal, they have to return it to the owner or the responsible sales partner following the termination. A contract of use is concluded between the owner and the weePartner. Liability of weeCONOMY is excluded with regard to the user relationship between the owner and the weePartner.

## § 8 Confidentiality agreement

The weePartner agrees to maintaining confidentiality with regard to the information, product and project secrets that they become aware of in the course of contract negotiations, and in particular, they agree not to turn to or contact other retailers and customers if weeCONOMY is about to enter into contract negotiations or has already started said negotiations. The parties shall also commit to complying with the relevant data protection provisions.

## § 9 Liability

1. weeCONOMY is only liable for damages not due to injury to life, limb or health if these relate to wilful or grossly negligent actions or to a culpable breach of an essential contractual obligation by weeCONOMY, its employees or vicarious agents. This also applies to damages due to the breach of obligations in contract negotiations and from the performance of unauthorised actions. Additional liability for compensation is excluded. Mandatory provisions of federal state law to the contrary apply regardless.

2. Except in cases of injury to life, limb and health or wilful or grossly negligent behaviour of weeCONOMY, its employees or vicarious agents, liability is limited to typically foreseeable damages upon contract conclusion and otherwise to the amount of the average damages typical for the contract. This also applies for indirect damages, in particular loss of profits. Mandatory provisions of federal state law to the contrary apply regardless.
3. weeCONOMY is not liable for damages of any kind which result from data losses on servers, except in the case of grossly negligent or wilful misconduct of weeCONOMY, its employees or vicarious agents. Relevant mandatory provisions of federal state law must be complied with.

## § 10 Data protection statement

The general data protection provisions on the homepage [www.wee.com](http://www.wee.com) are part of this contract.

## § 11 Advertising material, contributions, data processing

1. All free advertising material and other contributions of weeCONOMY can be revoked at any time with effect for the future.
2. weeCONOMY processes the data for the weePartner free of charge.

## § 12 Limitation

All claims from this contractual relationship shall lapse for both parties within six months, unless mandatory federal state law stipulates a longer limitation period. The limitation period begins with the due date of the claim or at the time that the claim occurred or when it was recognised.

## § 13 Miscellaneous

1. Should one or several provisions of these GTC be ineffective, this shall not affect the effectiveness of the remaining provisions.
2. Only Swiss law shall apply. The application of the UN Convention on the International Sale of Goods (CISG) is excluded.
3. The sole place of jurisdiction for all complaints is the headquarters of weeCONOMY, unless there are mandatory legal provisions to the contrary.
4. weeCONOMY reserves the right to transfer its business operations wholly or partly to third parties provided that the legal successor retains the legal regulations and applicable contracts.
5. weeCONOMY is authorised to change the GTC at any time without notice. The respective current GTC shall apply. Changes are deemed read and accepted by confirmation. If the weePartner is not in agreement with the changes and the change has a

negative effect on their rights, they have the right to object to the changes and to terminate the contract extraordinarily following the announcement.

The weePartner expressly accepts the changes if no termination takes place within a period of a maximum four weeks after the change came into force, or if they actively give their consent. The address for the objection is: weeCONOMY, Burgstrasse 8, CH-8280 Kreuzlingen or [customerservice@weeCONOMY.com](mailto:customerservice@weeCONOMY.com). If another termination option is offered on the homepage, this must be used. Existing claims are offset against one another upon termination.

6. Collateral agreements, changes or supplements to this contract must be in writing to be effective. This also applies to the waiver of the written form requirement.
7. The GTC have been compiled in German. For any interpretations that may be required, the German language prevails. All translations – with the exception of English – are only to be used for explanation and are not legally binding.

As of: 18/08/2016

[Contact](#) [Privacy statement](#)

[Terms & conditions](#) [Site notice](#)

[weeCharity](#) [wee for customers](#)

© 2018 weeMarketplace AG