

# **General Terms and Conditions (GTC) for weeMembers**

(as of October 2018)

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ATTACHMENT: model withdrawal form

## General Terms and Conditions (GTC) for weeMembers

(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 “**weeMembers**”) purchase products and services of the weePartners and can simultaneously benefit from a cashback system. For every purchase, weeConomy (as defined in point 1. para. (2) of these GTC) grants credits to the weeMembers in the form of “**wee**”.

### 1. Scope of application and contracting partner

- (1) These GTC shall be applicable for the participation of a weeMember in the digitalised Marketplace and the cashback system associated with it.
- (2) Contracting partner of the weeMember 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 weeMember and weeConomy (“**Contract**”) through complete registration of the weeMember. Conflicting conditions of the weeMember shall not be acknowledged.
- (4) 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 weeMembers 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) Subject to para. (7) of this point, the registration of the weeMember on the Marketplace shall take place via the website [www.wee.com](http://www.wee.com) or on the downloaded app for mobile phones (“**weeApp**”) when the weeMember 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 weeMember and weeConomy. The weeMember must fill in the registration form carefully and truthfully.

- (2) weeConomy shall reserve the right to request a proof of correctness of the data stored.
- (3) After completing the registration, the weeMember shall be assigned a non-transferrable customer number and the personal account of the weeMember on the Marketplace shall be activated. Moreover, a virtual account shall be set up for the weeMember for managing the wee (“**weeAccount**”). The weeMember can log in to his/her weeAccount with the user name and password either through the weeApp or through the Internet login. The user name and password shall be determined by the weeMember.
- (4) Instead of registering as described, the weeMember can also get a personal customer card (“**weeCard**”). This card shall have a customer number, which shall become non-transferable with the subsequent registration through the weeApp or the Internet login. The customer can use this weeCard to identify himself/herself as a weeMember in local shops of the weePartners in order to participate in the Marketplace. Alternatively, the weeMember can identify himself/herself using a weeCard that is electronically stored on the weeApp.
- (5) When the weeMember gets a weeCard, he/she can register himself/herself within three months as described in para. (1) of this point. If he/she does not register himself/herself, the weeCard shall become invalid in three months from the first transaction.
- (6) The registration on the Marketplace shall be free of charge for the weeMember.
- (7) In the individual case, weeConomy shall reserve the right to reject the registration of a weeMember without giving reasons.

### 3. The unit wee

- (1) The unit wee, when being used in France, shall correspond to one Euro per wee.
- (2) wee shall not have an expiry date. The weeMember shall have a right to receive payment and can have the credited wee paid to him/her (“**Cashback**”). The payment modalities shall comply with the regulations of this Contract.
- (3) wee shall not bear interest.

### 4. Cashback system

- (1) When purchasing products and/or services from weePartners, wee shall be credited to a weeMember's weeAccount against production of his/her weeCard or weeApp. Further acquisition of wee outside a concrete purchase process is not possible.

- (2) Prerequisite for the credit of wee to the virtual weeAccount of the weeMember shall be that the weeMember does the underlying transaction with the weePartner and fulfils his/her performance obligations resulting from this contract, particularly his/her payment obligations. Under these conditions, weeConomy shall be obligated to credit wee onto the weeAccount of the weeMember. The amount of the credit in wee shall be freely determined by weeConomy and can comply with a corresponding recommendation of the weePartners.
- (3) In case of online purchases with weePartners, who operate an online shop, the granted wee shall be credited temporarily and marked as 'reserved'. For the definitive credit of wee onto the virtual weeAccount of the weeMember, it shall be necessary that
  - a) there is a legally binding contract originating from the [www.wee.com](http://www.wee.com) homepage at an online shop of a registered weePartner,
  - b) the invoice amount has been fully paid by the weeMember,
  - c) the weeMember 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.
- (4) If the underlying transaction between the weeMember and the weePartner is subsequently cancelled, the credited wee shall also be reversed.
- (5) The credits of wee to weeMembers can be cancelled if these GTC are violated or if the conditions for the credit are not fulfilled or cease to exist subsequently.
- (6) In the event of misuse or violation of these GTC, weeConomy shall be authorised to retrospectively cancel wee without specific notifications.
- (7) In cases stated under para. (4) to (6) of this point, weeConomy shall reserve the right to demand already paid wee back from the weeMember.

## 5. Balance of the weeMember

- (1) Partial or full payment of the purchase price of a product or service offered in an online shop of a weePartner or a local weePartner with wee is not possible.

- (2) The definitively credited balance in the weeAccount ("**weeBalance**") shall be automatically transferred to the weeMember in Euro, half-yearly from an amount of Euro 50 onwards in each case and immediately from an amount of Euro 250 onwards, to a bank account specified by him/her; this shall not require any activity on the part of the weeMember.
- (3) Transaction costs or costs incurred by weeConomy due to incorrectly specified transfer details shall be borne by the weeMember.
- (4) The weeAccount of the weeMember cannot show a negative balance.

## 6. Obligations of the weeMember

- (1) The weeMember must specify a bank connection to weeConomy in order to facilitate automatic payment of the weeBalance. He/she must also prove the ownership of the bank account with suitable documents.
- (2) Changes in personal data of the weeMember or in details of his/her bank connection must be immediately informed to weeConomy through a corresponding correction of the relevant data on his/her personal account or under the online portal at [www.wee.com](http://www.wee.com).
- (3) The weeMember must follow all safety instructions recommended by weeConomy, particularly to protect his/her account 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 weeMember must immediately inform weeConomy in the event of loss of access data or passwords or in case of indications of misuse of his/her personal account.

## 7. Inactive accounts

- (1) If no activities are observed on the account of the weeMember since more than twelve consecutive months and if there is no longer any balance on the weeAccount of the weeMember, the account of the weeMember shall be deleted permanently and the contractual relationship shall be ended automatically.

## 8. Breach of Contract and misuse by the weeMember and liability

- (1) The weeMember 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 weeMember shall be liable for compensable damage according to general regulations, which is incurred by weeConomy through a culpable violation of contractual regulations or regulations of the mandatory law by the weeMember; this shall particularly also include the misuse of the weeCard/weeApp and his/her access data.

## **9. Blocking of the account**

- (1) weeConomy can block or restrict the account of the weeMember fully or partially without prior notice if there is an important reason according to point 13. of these GTC, the blocking is in the presumed interest of the weeMember (e.g. in the event of misuse by a third party), there are justified doubts about the adherence to the contractual obligations by the weeMember or it is suspected that the weeMember is misusing or has misused his/her account or the weeCard or weeApp.
- (2) The weeMember 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 weeMember is responsible for the reason for the blocking, he/she can incur fees of up to EUR 50 for the blocking and unblocking. The weeMember can prove the occurrence of a lower or no damage or expenses; in this case, the fee shall be reduced accordingly.
- (4) If a misuse by the weeMember is proven, his/her account shall be deleted.

## **10. Warranty of the services**

- (1) weeConomy shall be obligated vis-à-vis the weeMember 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, products and services created by third parties or weePartners or that can be purchased 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 (particularly with respect to the servers, capacity limits, maintenance, security, app updates), weeConomy shall reserve the right to restrict its services temporarily.

- (4) weeConomy shall, at no point, guarantee that certain products or services shall be available on the Marketplace or that certain dealers shall be affiliated or shall remain affiliated with the Marketplace or that a certain number of weePartners shall be affiliated or shall remain affiliated with the Marketplace. weeConomy shall also not guarantee that the granted credits shall always be granted in the same amount or that all products and services of the weePartners shall be available for the cashback system.

## **11. 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](http://www.wee.com) or on the weeApp and the weeApp itself shall be protected under the trademark and copyright law. weeMembers 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 weeMember may not use them without explicit written consent of weeConomy, fully or in extract, in any form whatsoever; in particular, the weeMember may not reproduce, spread, process or make them publicly accessible.

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

- (1) The Contract between the weeMember and weeConomy is concluded for an indefinite period.
- (2) The Contract can be terminated at any time in writing through an ordinary termination with a notice period of 14 days. The Contract shall automatically end as a result of inactivity as described in point 7. para. (1) of these GTC. In the event of end of the Contract, the weeBalance of the weeMember shall be paid to the bank account specified by him/her according to the regulations of these GTC and the personal account of the weeMember shall be deleted.
- (3) The Contract shall end at the latest with the death of the weeMember.

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

- (1) In case of important reasons, weeConomy shall be authorised to end the Contract with the weeMember without notice through an extraordinary termination. An important reason shall exist particularly if:
  - a) there are indications that the weeMember 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 weeMember;
  - c) there is a reason to assume that the weeMember has provided incorrect or incomplete details at the time of conclusion of the Contract;
  - d) this is required due to predominant public interests;
  - e) documents and deliveries sent to the weeMember are returned with the "relocated", "dead", "not accepted", "unknown" or similar remark and the weeMember does not correct the faulty details within 30 days from the request;
  - f) the weeMember does not fulfil his/her rectification obligation according to point 8. of these GTC in time or if, after the breach of duty, the same or a comparable culpable violation takes place again at a later time;
  - g) the weeMember becomes bankrupt or a corresponding declaration about the insolvency is given within the scope of the compulsory execution.
- (2) With the end of the Contract for an important reason, by weeConomy, the weeMember shall not be entitled to any further services from weeConomy.
- (3) In case of important reasons, the weeMember shall be authorised to end the Contract with weeConomy without notice through an extraordinary termination. 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 weeMember;
  - 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.
- (4) In the event of an extraordinary termination by weeConomy or the weeMember, the weeBalance shall be automatically paid to the weeMember to the bank account specified by him/her and the account of the weeMember shall be deleted.

### **14. Withdrawal policy**

#### **Right of withdrawal**

- (1) weeMembers shall have the right to withdraw from the Contract without giving reasons. The withdrawal period shall be fourteen days from the day of conclusion of the Contract.
- (2) In order to exercise the right of withdrawal, weeMembers must inform weeConomy by post or by e-mail to the contact details given in point 1. para. (2) of these GTC by means of a clear declaration (e.g. a letter sent by post or an e-mail) about their decision to withdraw from this Contract. weeMembers can use the attached sample withdrawal form for this purpose; this is however not prescribed.
- (3) For adhering to the withdrawal period, it shall be sufficient if weeMembers send the notification about exercise of the right of withdrawal before expiry of the withdrawal period.
- (4) The right of withdrawal shall not be available in case of contracts for services particularly if weeConomy – based on an explicit demand of the weeMember pursuant to § 10 FAGG [Austrian Distance Selling Act] as well as confirmation of the weeMember about his/her knowledge of loss of the right of cancellation in case of complete contract fulfilment – had started the execution of the service before expiry of the withdrawal period and the service was thus provided completely.

#### **Consequences of the withdrawal**

- (5) If weeMembers withdraw from the Contract within the specified period, the Contract shall be ended automatically when the withdrawal is sent, the personal account of the weeMember shall be deleted and the weeBalance of the weeMember shall be paid to a bank account specified by him/her according to the regulations of these GTC within 14 days from the day, on which the notification about withdrawal of the contract is received by weeConomy.
- (6) If the weeMember has demanded that the services from this Contract should start during the withdrawal period, the weeMember must pay weeConomy, in case of use of any chargeable services, an appropriate amount corresponding to the share of the services already provided up to the time, when the weeMember informs weeConomy about exercise of the right of withdrawal with respect to this Contract, in comparison with the total scope of the services stipulated in the Contract.

## **15. 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 offered to the weeMember by weeConomy at the latest two months before the proposed time of their entry into force with reference to the regulations concerned. The amendment shall basically be informed in the manner stipulated in point 17. para. (1) of these GTC.
- (2) The amendments shall be deemed accepted if weeConomy does not receive an objection from the weeMember (to the contact details specified in point 1. para. (2) of these GTC) before the proposed time of their entry into force. This shall be pointed out to the weeMember by weeConomy in the change offer. weeConomy shall also publish a comparison of the regulations affected by the modification of the GTC as well as the complete version of the new GTC on its website and send these to the weeMember in the manner stipulated in point 17. para. (1) of these GTC.
- (3) The weeMember must accept amendments in the contractual conditions for technical and operational reasons as long as these are beneficial for the weeMember or only cause a negligible reduction in the service without affecting essential regulations of the contractual relationship. Moreover, amendments that become necessary due to legal specifications (e.g. GwG [Money Laundering Act], regulatory law, tax law, etc.) or court orders shall be permissible.

## **16. Liability of weeConomy**

- (1) For damage incurred by the weeMember 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 weeMember.
- (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 with a weePartner 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).

## **17. Other agreements**

- (1) In principle, weeConomy communicates with the weeMembers electronically and directly via the online platform or via e-mail or by publishing information on the up-to-date website.
- (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 point 15. of these GTC 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 weeMember.
- (4) The weeMember 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.

## **18. Applicable law and jurisdiction**

- (1) The contractual relationship between weeConomy and the weeMember, including these GTC, shall be explicitly subject to the French law excluding its conflict-of-law rules and excluding the law of the UN Convention on the International Sale of Goods.
- (2) The place of jurisdiction shall comply with the respectively applicable legal regulations.

### **Model withdrawal form**

(If you want to withdraw from the Contract, please fill in this form and send it back)

— To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:

— I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),

— Ordered on (\*)/received on (\*),

— Name of the consumer(s),

— Address of the consumer(s),

— Signature of the consumer(s) (only if this form is notified on paper)

— Date

(\*) Strike out as applicable.