

Terms and Conditions

General Terms and Conditions of weeCONOMY AG for weeMembers

As of: 15/08/2016

[A. General Terms and Conditions](#)

[B. Special participation conditions for weeMembers](#)

[C. Special conditions of use for the weeApp](#)

A. General Terms and Conditions

1.

The following General Terms and Conditions ("GTC") of weeCONOMY AG, Burgstrasse 8, CH-8280 Kreuzlingen, (hereinafter "weeCONOMY") are a part of every legal transaction with the users (hereinafter "weeMembers") of the weeCONOMY discount system. In addition to the user relationship of the weeMember and the discount system, these GTC govern the pure mediation relationship of the underlying legal transactions. They form the "contract" together with the other applicable provisions, conditions, restrictions and requirements on the website www.wee.com. The contract is concluded for an unlimited period of time.

2.

weeCONOMY offers various, particularly web-based, services and products exclusively on the basis of the following GTC. Before the following services can be used, these conditions must be actively agreed to in registration and recognised as contractually binding.

II. Registrierung als weeMember

1.

Sending the registration form on the weeCONOMY homepage and activating the account completes the registration and the parties enter into a contract of use or membership with the relevant agreements. Participation is free of charge.

2.

Each weeMember registers themselves by entering their personal data on the homepage www.wee.com in a weeAccount. This account allows them to work in several roles. If they change their personal details, the weeMember is obliged to change them in the back office. All changes can be made online.

3.

weeCONOMY reserves the right to request proof of the accuracy of the stored data. The login name and user name of the weeMember account is decided by the weeMember. weeCONOMY assigns an individual customer number to the weeMember. This is intrinsically linked to the weeMember throughout the entire period of cooperation and cannot be transferred.

4.

weeMembers are obliged to keep their password secret and to secure access to their customer account carefully. weeCONOMY must be informed immediately whenever there are indications of misuse by third parties.

5.

Only fully competent natural persons who are over the age of 18 and who reside in a country in which weeCONOMY is offered and where the online shops on offer provide deliveries to the country in question are authorised to use weeCONOMY. By accepting the General Terms and Conditions and Terms of Use, the weeMember expressly states that they are over the age of 18. Minors may participate in weeCONOMY from the age of 16 years, if a weePartner card, i.e. several weeCards which run through one weeAccount, is stored in the system (with just one ID for all of them). The minor then participates in the discount system with the agreement of their parent or guardian and can collect discounts on their purchases.

III. Verrechnung und Auszahlung der wee

1.

wee can be offset when purchasing from a participating retailer or converted to money and paid out to the weeMember's bank account. Foreign currencies are converted into euros. The weeMember chooses whether the payment is made in euros, dollars or Swiss francs. The equivalent value of a wee is 1 in the local currency in each case.

2.

The weePartners (retailers) offset the discount units within weeCONOMY in the form of wee. Offsetting with online retailers is not possible.

3.

The payout is made with a non-cash transfer to the weeMember's specified account. Transfers to the weeMembers are only carried out by weeCONOMY. The weeMember expressly agrees that weeCONOMY may send data requested by the bank to the bank for transfers.

4.

If weeCONOMY incurs bank refund costs as a result of incorrectly specified transfer data, the weeMember shall bear these costs themselves.

5.

The weeMember must bear transaction costs that may be due for weeCONOMY, for example currency conversions at the expense of weeCONOMY or foreign bank charges.

6.

No interest is paid on wee. The collected wee are valid for 24 months and after that can still be paid out or redeemed within the legal return period of 12 months.

IV. Misuse of weeCONOMY services

1.

When using the weeCONOMY services, the weeMember may not infringe the rights of third parties, harass third parties or infringe applicable law or common decency.

2.

A disregard for the legal regulations and these contractual obligations can lead to the weeAccount being immediately blocked or deleted, or to extraordinary termination of the contract of use without notice for an important reason. weeCONOMY also reserves the right to initiate criminal proceedings. Before the extraordinary termination, there is generally a warning in order to allow the weeMember to change their behaviour within a time limit. A warning is not necessary in the case of serious violations. A violation is considered serious in particular when taking into account all circumstances of an individual case and after weighing the interests of weeCONOMY and the weeMember; it is not reasonable to expect weeCONOMY to wait for another infringement.

V. Termination, cancellation

1.

Both parties may terminate the contract at any time with a notice period of 2 (two) weeks. This notice period is required in order to ensure a proper termination process. The wee collected by then shall be paid out after the termination in accordance with the provisions of these GTC and the account shall be deactivated.

2.

Following a permanent blocking or deletion of the account or the extraordinary termination of the contract of use, weeCONOMY reserves the right to offer the weeMember the option to register for the service again in the future.

3.

weeCONOMY reserves the right to change, cancel or supplement the GTC, Terms of Use and services and service descriptions on the website at any time without prior announcement. The respective current GTC shall apply. If the changes are detrimental to the weeMember's rights, they can object to the changes and cancel the contractual relationship with weeCONOMY. The changes are deemed accepted at the latest when the user does not object to them in writing within a month. The address for the objection is weeCONOMY, Burgstrasse 8, CH 8280 Kreuzlingen or by email to customerservice@weeCONOMY.com. If another termination option is offered on the homepage, this must be used. An objection results in immediate termination. The collected wee are paid out and the weeCard or weeApp is blocked immediately

4.

weeCONOMY reserves the right to transfer the business operations wholly or partly to third parties.

VI. Copyrights

1.

Logos, brands, texts and other content of weeCONOMY are protected under trademark and copyright laws. weeMembers may not use, sell, license, distribute, copy, publish, stream, publicise, present, transfer, update, change, edit, translate or adapt weeCONOMY materials, contents or brands or use them in any other unauthorised way.

2.

All intellectual property rights are the legal property of weeCONOMY or its licensor. The weeMember has no rights to the intellectual property of weeCONOMY or its licensor. In particular, the weeMember has no authorisation to:

a.

publish, distribute or transfer the weeApp, materials, content or brands themselves

b.

duplicate or save the weeApp, materials, content or brands, unless this is in agreement with these GTC

c.

save the weeApp on a server or another storage device connected to a network, or to set up a database with systematic retrieval and storage of data from the weeApp

d.

remove or change the contents of the weeApp, or circumvent security measures or to intervene with the smooth functioning of the weeApp or the server on which the weeApp is hosted

e.

link the weeApp from other websites without the prior express agreement of weeCONOMY.

VII. Data protection conditions

By agreeing to the GTC, the weeMember also expressly agrees to the data protection provisions. This agreement shall be logged by weeCONOMY. The weeMember can retract their agreement at any time with effect for the future. The data protection provisions on the homepage www.wee.com are part of this contract.

VIII. Haftung von weeCONOMY

1.

weeCONOMY and its associated companies are liable only for damages attributable to wilful or grossly negligent behaviour, with the exception of injury to life, limb and health and the infringement of essential contractual obligations. This also applies for indirect consequential damages, in particular loss of profits. Mandatory legal liability regulations remain unaffected.

2.

Except in cases of wilful or grossly negligent behaviour or damages due to injury to life, limb and health and the infringement of essential contractual penalties, 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 consequential damages, in particular loss of profits.

3.

The limitation of liability in paragraphs 1 and 2 also applies analogously in favour of the employees and vicarious agents of weeCONOMY.

4.

weeCONOMY is not liable for damage, restrictions or obstacles or for interruptions to services relating to circumstances outside of its field of responsibility.

5.

In particular, weeCONOMY does not assume any liability for continuous availability of its services, execution of connections at all times and the constant maintenance of a particular throughput or the transmission of data through a particular network. Even maintenance works in order to maintain and improve the operability and functionality of the website do not form the basis for liability.

6.

weeCONOMY does not guarantee and is not liable for the interrupted availability of the website www.wee.com. The online platform and the websites of the partner shops may not be available temporarily for maintenance reasons.

7.

weeCONOMY is only liable to the user for proper communication within the due diligence obligations of a conscientious businessman. It does not accept any liability with regard to the actual or accepted quality of the products or services of a partner shop.

8.

weeCONOMY does not accept any responsibility with regard to rights and obligations towards third parties, which originate for the weeMember in the use of the service, particularly through concluded legal transactions such as purchases.

9.

Claims for damages expire within six (6) months, provided that they do not relate to actions that are not permitted or wilful.

IX. Liability of the weeMember

1.

The weeMember is liable for all damages and disadvantages that result for weeCONOMY and/or third parties due to the culpable non-fulfilment of their contractual obligations.

2.

The weeMember is liable for the misuse of the weeCard/weeApp and their access data to weeCONOMY. Falsifications or misuse of the weeCard/weeApp and the weeCONOMY access data shall lead to civil and criminal prosecution. If there is a suspicion that the weeMember has misused the weeCard or the weeApp, weeCONOMY and the weePartner or their employees are authorised to seize the weeCard or block the weeApp temporarily. If the misuse is proven, the weeApp or weeCard is permanently deactivated. In this case there is no reimbursement of the wee.

X. Final provisions

1.

weeCONOMY offers its services in electronic form in particular. The communication between weeCONOMY and weeMembers generally takes place electronically from both sides, either via email or by publishing information on our website. By accepting the General Terms and Conditions and the Terms of Use, the weeMember expressly agrees to receiving electronic communication from weeCONOMY. Accepting electronic communication also extends to all agreements, notifications, publications and other communication between weeCONOMY and the weeMember, insofar as legal provisions do not prescribe any other mandatory form of communication.

2.

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.

3.

Should one or several provisions of these GTC be ineffective, this shall not affect the effectiveness of the remaining provisions.

4.

As far as legally permissible, the law of Switzerland with the exclusion of the UN Convention on the International Sale of Goods (CISG) shall apply for disputes with weeCONOMY. As far as legally permissible, the place of jurisdiction is the headquarters of weeCONOMY in Kreuzlingen.

5.

These GTC and Terms of Use, as well as services and service descriptions on the website have been compiled in German. For any interpretations that may be required, the German language prevails. Translations – with the exception of English – are only to be used for explanation and are not legally binding.

B. Special participation conditions for weeMembers

I. Rights and obligations of the weeMembers

1.

weeCONOMY offers participation in a discount system.

a.

On one hand, weeCONOMY provides the weeCard, which guarantees the weeMember a saving when presented to retailers and service providers ("weePartner"). Alternatively the customer can take part in the system using an application ("app").

b.

From the homepage www.wee.com, weeMembers can also buy at a discounted rate from various online shops ("advertisers") and collect savings.

c.

Amounts and requirements may vary in order for such a saving to be offered by retailers and online retailers in accordance with a. and b.

2.

An overview of the current participating retailers and online shops is published using the weeApp and the homepage www.wee.com. This information reflects the content notifications of the weePartner or the services contractually agreed between the weePartners and weeCONOMY at the time of publication. The respective status (weePartner directory) on the day the card was issued or published applies; this can be changed at any time. weeCard/weeApp discounts cannot be combined with other discounts.

3.

The weeMember only then receives the discount as a credit note and can request this when the weePartner has paid the service fee on their side for the purchase or service.

4.

Insofar as the applicable law permits, the weeMember can either

a.

collect their discount through purchases at weePartners or online purchases, in the form of the value unit wee

b.

convert the wee collected in accordance with a. into money and have it paid out to their bank account, whereby a minimum value of 50.00 euros must currently be achieved

c.

redeem when purchasing from a participating retailer whereby the equivalent value of a wee is 1 in the local currency in each case.

5.

The wee can only be credited to the weeMember in legally binding transactions, insofar as the weePartner/online shop pays the corresponding fee (service fee) for this service to weeCONOMY. In particular, the following provisions must be complied with for online purchases:

a.

there must be a legally binding purchase from a registered online partner initiating from the www.wee.com homepage

b.

the corresponding invoice amount must be fully paid for by the weeMember

c.

the weeMember must have received the goods without reservation

d.

legal or contractual withdrawal periods must have expired

e.

the online shop must send a confirmation to weeCONOMY with a confirmation of the successful business transaction.

6.

Following completion of the order with an online retailer, the weeMember is provisionally credited the wee and it is marked as "reserved". As soon as the online shop has sent the confirmation of the successful business transaction, this is finally credited by weeCONOMY and marked as "confirmed". In the case of an offline legal transaction, a conversion between the weePartner and weeMember shall be made where necessary for legal transactions that are to be reversed.

7.

The wee credit note can be cancelled if these GTC or those of the weePartner or online shop are infringed or the conditions for the credit note are not met. In the event of misuse or infringement of these GTC, weeCONOMY is authorised to cancel wee retroactively without separate notification.

II. Legal relationship between weeMember, weePartner and the online shop

1.

The weePartner guarantees the weeMember a subsequent discount in the form of the value unit wee – as part of the legal regulations and options – whose amount and type has been contractually agreed between the weePartner and weeCONOMY in advance. This shall not apply as part of particular sales events and special offers of weePartners.

2.

For online purchases, the weeMember only receives their wee under the following criteria:

a.

the purchase is made using the cashback button on the wee.com homepage

b.

the business transaction takes place immediately after the subsequent forwarding of the user to the website of the online shop

c.

the business transaction fulfils the named discount criteria and

d.

the online shop provides a cashback commission and the corresponding legal transaction between it and the weeMember has taken place.

3.

weeCONOMY is not liable for guaranteeing defects of the sold items and rights. The legal transaction of the weeCard/weeApp/purchase from the wee.com homepage forming the basis of the discount only affects the legal relationship between the weeMember and the weePartner or online shop.

C. Special conditions of use for the weeApp

I. General

The following terms of use regulate the contractual relationship with regard to the application ("app") weeApp. The weeMember agrees to the following terms of use for the weeApp at the latest during the installation of the weeApp.

II. Scope of the provider

1.

weeMembers can find all participating weePartners around the world and collect discounts here.

2.

weeMembers can use the weeApp to recommend membership of weeCONOMY to interested parties and then receive wee through the weeKiss function

3.

weeCONOMY operates the weeApp, which provides the service offered on it to the weeMember for use free of charge.

4.

weeCONOMY can issue updates for the weeApp. The weeMember might have to download the latest version of the weeApp and accept all accompanying changes of the GTC before they can continue to use the weeCONOMY service.

III. Downloading, registration, scope of use

Before using this weeCONOMY service, an installation of the weeApp and free registration as a weeMember is necessary. A requirement for the registration and use of the weeApp is that the weeMember has already activated their weeCard or weeApp so that they have received a weeCard ID from weeCONOMY. The weeMember registers with this data after installing the weeApp in order to use the weeCONOMY service.

IV. Availability of the service(s)/downtime/maintenance works

1.

The service is provided to the weeMember by weeCONOMY to the best of its knowledge and belief. weeCONOMY always strives for constant and faultless availability of its service, but it cannot guarantee this. weeCONOMY shall rectify faults in its technical equipment as quickly as possible within the framework of the existing technical and operational options.

2.

weeCONOMY reserves the right to change or extend its service insofar as this facilitates and/or is necessary for improvement and/or further technical development. weeCONOMY is obliged to only make such changes to an extent that is reasonable for the weeMember and under consideration of the weeMember's interests and those of weeCONOMY.

3.

weeCONOMY maintains a constantly monitored server system for its service. However, a claim to availability at all times cannot be guaranteed for technical reasons. In particular, maintenance, security or capacity reasons and events outside of the domain of weeCONOMY can lead to temporary suspension or restriction of the service and the availability of weeCONOMY. The accessibility of the service also depends on the weeMember's own technical equipment and on the quality of the data connection through the wireless network or otherwise. It is the weeMember's responsibility to ensure that their mobile device meets all the necessary technical requirements to use the service and that it is compatible with the service.

4.

With regard to capacity limits, the security and integrity of the server or for the implementation of technical measures, weeCONOMY reserves the right to restrict its service temporarily. weeCONOMY undertakes to only restrict services to an extent that is reasonable for the weeMember and while taking the weeMember's interests into account.

5.

The weeMember shall be notified of foreseeable necessary operational interruptions for preventative maintenance works or technical changes within an appropriate period before the operational interruption.

[Blog](#) [Press](#)

[Vacancies](#) [FAQs](#)

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

[Terms & conditions](#) [Site notice](#) [wee for businesses](#)

© 2018 weeMarketplace AG