

International General Business Terms for LYONESS Customers

Version: November 2009

Introduction

- a) Lyoneess Europe AG is registered under CH 170.3.026.427-4 in the Register of Commerce for the Canton of St. Gallen Switzerland and has its registered office in Bahnhofstrasse 7, CH-9470 Buchs, ("LYONESS").
- b) LYONESS operates an international shopping community which makes it possible for members (hereinafter called "participants") to gain benefits in the form of reimbursement, commission (cash-back) and other benefits through the joint purchasing power of the participants and the favourable conditions which this confers ("the LYONESS System").
- c) The Customer ("Customer") is the participant in the LYONESS System named in the Customer Agreement between LYONESS and the Customer ("Customer Agreement")
- d) Under the LYONESS System, goods or services are obtained directly from companies who have a contractual relationship with LYONESS (hereinafter called "Partner Company") by means of coupons ("Lyoneess coupons") purchased from LYONESS, internet sales, the use of the LYONESS Cashback Card, cashpoint cards or by cash payment.
- e) These General Business Terms, which consist of the General Business Terms together with the Appendix I "LYONESS Reimbursement and Types of Payment" form part of the Customer Agreement, which is the basis of the contractual relationship between the Customer and LYONESS.
- f) LYONESS is entitled to perform its contractual services and pursue its claims in respect of the Customer through LYONESS subsidiaries, which in these respects always act as agents of LYONESS. However, the Customer's contractual relationship is with LYONESS and not with any of its subsidiaries.

1. Object of contract

1.1 To the extent permitted by the Customer Agreement and these General Business Terms, the Customer is entitled to participate in the shopping community run by LYONESS in the form of the LYONESS System, to purchase goods and obtain services from the Partner Company using the means of payment made available under the LYONESS System and to introduce further potential Customers for the LYONESS System.

2. The relationship between the Customer and LYONESS

2.1 Nothing in these General Business Terms nor in any agreement between a Customer and LYONESS shall render a Customer an employee, servant, worker, agent or partner of LYONESS nor shall any Customer hold himself/herself out as such.

2.2 LYONESS may only enter into a contractual relationship with persons over the age of 14. Until reaching the age of majority, a Customer may only enter into a contractual relationship with LYONESS with the written permission of their legal guardian or other lawful representative. From the age of 16 until reaching the age of majority, a Customer may in addition only acquire a maximum of 7 positions in business category 1 (see Appendix "LYONESS Reimbursement and Types of Payment").

2.3 By entering into his or her agreement with LYONESS, the Customer declares that all information he gives to LYONESS shall be true when given. Natural persons and legal entities are each permitted only to make a single registration with the LYONESS System. The Customer number (ID country code) is allocated and registered according to the main residence of the Customer or corporate body. We would like to draw the Customer's Attention to the fact that a double registration or a Customer registration without knowledge or agreement of the new Customer is regarded as a breach of contract entitling LYONESS to immediately terminate all the Customer's contracts with LYONESS. If a Lyoneess Customer recommends the Lyoneess advantages and intends to register a new direct Customer, the potential new Customer must explicitly acknowledge and agree to this.

3.) Legal relationship

3.1 In addition to the provisions in Clause 2.1. If the Customer chooses to carry out any activity to recommend the LYONESS System to others (including but not limited to recruiting further Customers) the Customer does so at his/her own expense and risk and in the manner in which the Customer carries out such activity is and will be the Customer's own responsibility. In particular, in relation to such activity the Customer is not tied to a set time or a particular place, he/she shall use only his/her own resources and has no duty to succeed in such activity. The Customer is responsible for any licences, permissions, resources or registrations which may be necessary for any such activity. LYONESS is not liable to the Customer for reimbursing any expenses that may incur to the Customer in carrying out such activity. Since this agreement is only a contract for the provision by LYONESS of services, the Customer shall be fully responsible for any income tax, National Insurance and Social Security contributions in respect of such activity. It is strictly forbidden for the Customer to establish his/her own "LYONESS Websites", links, advertisement banners, advertisements on cars, flyers or handouts with the LYONESS logo, writing, claims in mailings or spam, and can lead to a contract breach.

3.2 It is explicitly stated, that between the Customer and LYONESS no employment or any kind of corporate relationship is established. The participation within the LYONESS System or a Customer recommendation lies within the responsibility and own authority of the Customer and is legally independent from the Customer's position at LYONESS. The Customer has no right to claim other commissions than explicitly agreed upon within this contract. (i.e. commission claims, etc.) For information only, it is pointed out to the Customer, that as soon as the Customer has reached level 2 (see appendix "LYONESS Reimbursements and Types of Payments"), he/she is obliged to submit an application for a business license. To exercise further business after reaching level 2 is explicitly permitted only when holding a business license.

3.3 The Customer is not obliged to act as an agent or to procure a sale or succeed in such activities.

3.4 The Customer undertakes to inform LYONESS without delay of any changes to his/her personal details (main residence address, email address, bank details or mobile telephone number) or any other circumstances which are relevant to his/her relationship with LYONESS. The Customer is obliged to keep himself/herself informed independently in particular in relation to changes in the law in the area of tax law and/or social insurance law and in the area of trading law, so that he himself/herself complies with all existing regulations at his/her own expense. If expenses or costs for LYONESS result from the Customer's actions or omissions, no claims can be made against LYONESS and the Customer is held liable for his/her breach of obligations.

3.5 The Customer agrees to receive information or documentation about innovative, relevant contractual news (in particular changes concerning partner companies, internal-company circumstances, advertisements, media broadcasts/releases, etc.), whereas this approval can be withdrawn at any time. The Customer also agrees to receive information or documentation concerning the running of the LYONESS System (in particular, statements concerning position acquisitions, invoices, delivery notes etc.) by electronic media, including email. The Customer will be deemed to have received any email sent to the last known email address of the Customer and the sending of an email to that address shall be a sufficient performance of any obligation to communicate with the Customer where such communication may be sent by email. In the case of transmission by post of coupons or documents related to accounting statements of any type whatsoever and any other information or documentation, LYONESS is deemed to have performed any obligation to deliver these to the Customer when these have been despatched by post. The risk of accidental loss transfers to the Customer at the point of handover by LYONESS to the postal service.

3.6 The Customer's data will be processed in the LYONESS System within a maximum period of 10 working days after the Customer has registered for the first time. The Customer is authorised to use the LYONESS System only after receipt of the LYONESS Cashback Card or of the purchase of coupons which he has ordered. In the event of payment in full being made by the Customer to the Partner Company and subsequent transmission to LYONESS by the Partner Company of the payment confirmation to be granted (cash transaction), the Customer is entitled to use the LYONESS System if the relevant purchase is made after his/her registration with LYONESS.

4. Use of the LYONESS System and methods of payment

4.1 LYONESS has entered into agreements with Partner Companies which make it possible for the Customer to obtain goods and services from these Partner Companies and to generate reimbursement from these. LYONESS intends to expand the number of these Partner Companies. A list of current Partner Companies can be called up on the LYONESS website or will be sent to Customers on request.

4.2 In order to guarantee uniformity in the way payment for goods and services obtained from Partner Companies is processed and recorded, purchases of goods and services from Partner Companies can only be made using non-transferable LYONESS coupons (Partner Company or online coupons), which cannot be redeemed for cash, made out in the name of the Partner Companies and issued exclusively by LYONESS or using the LYONESS Cashback Card and through cash transactions. Coupons which a Customer has not obtained from LYONESS (in particular coupons issued directly by the Partner Company) do not give entitlement to the purchase of goods and services through the LYONESS System and therefore do not give rise to a claim for the reimbursement resulting from the LYONESS System.

4.3 LYONESS currently makes several options available for the purchase of goods and services, namely using online coupons, Partner Companies coupons, cash transactions, settlements with the LYONESS Cashback Card or via a personal cashpoint card. Further details and regulations governing use of these payment options are given in the Appendix "LYONESS Reimbursement and Types of Payment".

4.4 In addition, the Customer also has the option of making pre payments for own future purchases. Further details on the method of making and using these pre payments are given in Clauses 10.3 and 15.

4.5 LYONESS makes an office-portal available to the Customer on the LYONESS website, on which the Customer can view his/her major data on business transactions (including purchases made, further Customers introduced, records of reimbursement, status of the respective friendship bonus). The Customer is given access to the LYONESS website on an "as available" basis. LYONESS shall not be liable for any failure or non-availability of such website.

4.6 LYONESS will at its discretion provide informative and promotional events in respect of the LYONESS System for Customers from time to time and will notify Customers of such events in their locality. However, LYONESS is under no obligation to organise such information meetings, and no claims can be made against it under this title.

5. Registering on the internet and PIN

5.1 When the Customer logs on to the LYONESS website for the first time, a password will be sent by SMS or email to the mobile phone number or email address supplied by the Customer. The Customer must then follow the instructions and assistance given on the LYONESS website for the purpose of carrying out registration and/or making a later change. The Customer will be given a further access code, the PIN code, which will be transmitted to the supplied mobile phone number of the Customer as soon as an electronic request is made in the personal LYONESS online-office. This PIN is necessary for security purposes to make online orders in the Customer's internal zone of the LYONESS website.

5.2 The PIN is required for all online ordering procedures. The password and PIN code must be noted, stored in a secure place and deleted from the mobile phone or computer memory as soon as they have been noted. During the initial login, the Customer will be asked to register a password of his/her own choice which must not be associated with his/her Customer number or mobile phone number. The password and personal settings may be changed by the Customer at any time via the LYONESS website.

5.3 The password allocated by LYONESS by email or SMS which must be changed by the Customer must be treated with strict confidentiality, like the PIN. When the password is entered and the PIN used, care must be taken to ensure that these cannot be seen by third parties. The password and PIN must under no circumstances be disclosed to third parties and in particular must not be stored on a mobile phone. The password must be changed regularly by Customers.

5.4 If the Customer notices any unauthorised use of his/her access to the LYONESS website, he is obliged to inform LYONESS of this immediately so that the access can be deactivated. As part of the process of changing data, the amended data will be re-sent to the Customer by SMS or email. Any loss incurred by the Customer as a result of unauthorised use will only be compensated by LYONESS to the extent that the unauthorised use was caused by LYONESS's deliberate default or negligence.

6. Commission (cash-back) and benefits

6.1 By participating in the LYONESS system, the Customer is able to take advantage of the preferential purchasing conditions granted by the Partner Companies to LYONESS in the form of reimbursements, commissions and other benefits.

6.2 Detailed regulations and further explanations of the scheme are given in the Appendix "LYONESS Reimbursement and Types of Payment". The current version of this Appendix can be called up at any time online on the LYONESS website. As the conditions agreed with Partner Companies may change from time to time, the calculation of the commission and benefits due to the Customer shall be based on the terms of such Appendix that is current at the time when the Customer enters into the contract with the relevant Partner Companies.

6.3 The Customer's entitlement to receive reimbursements and commissions from LYONESS shall only accrue after the contract Partner Company's underlying performance obligation vis-à-vis LYONESS has been discharged.

7. Liability

7.1. Excepting the liability for physical injury, LYONESS rejects any liability for other damages unless it has caused such damages intentionally or by gross negligence.

7.2. LYONESS does not accept any liability whatsoever for the continuous availability of the Internet portal, the SMS service, in particular not with regard to the availability of the mobile telephone networks, the Internet, EC card terminals (if applicable), cash card terminals, LYONESS terminals and for the proper operation of mobile terminals. LYONESS is only liable for the proper operation or for an unavailability if LYONESS has caused the same intentionally or by gross negligence.

7.3. LYONESS is not liable for any impossibility to acquire the product or service the Customer wishes to buy, in particular not if such impossibility is a consequence of the bankruptcy of the contract Partner Company or the insufficient availability of the requested service, or attributable to similar reasons.

8. Default in performance and loss or damage caused by Partner Companies

8.1. The services of LYONESS are restricted to the procurement of, and partial reclaiming of amounts paid for, services of the corresponding contract Partner Companies, and to the ordering of LYONESS coupons that facilitate the acquisition of goods and services from contract Partner Companies. The Customer acknowledges that the services ordered from the contract Partner Companies are to be rendered exclusively by the corresponding contract Partner Company. LYONESS does not provide any warranty, nor does it accept any liability for the performance obligation of the contract Partner Companies, in particular not for any non-performance or defective performance for any reason whatsoever.

8.2. Any warranty claims, claims for damages, error or other claims as a result of non-performance or defective performance arising to the Customer shall be exclusively against the contract Partner Companies, but not against LYONESS. Therefore, such claims can never be asserted against LYONESS or its subsidiaries acting as vicarious agents, but must be settled directly with the corresponding contract Partner Company. For the purpose of settling such claims, the Customer acknowledges that it is the contractual agreement between the contract Partner Company and the Customer that must be observed and that it takes priority over any agreements that may exist between the contract Partner Company and LYONESS.

8.3. In particular, in case of a non-performance or defective performance by the contract Partner Company, no claim for a refund of the entire or a part of the redeemed coupon amount, for the issue of another coupon, for cash payment or for any other reimbursement shall arise against LYONESS. Furthermore, LYONESS does not accept any liability if a contract Partner Company should refuse to enter into a contract with the Customer for any reason whatsoever; in this case, it is up to the Customer to achieve the conclusion of a contract with the contract Partner Company.

9. Charges

9.1 Participation by the Customer in the LYONESS System is always free of charge unless specific provisions provide for a charge for particular services. No special administrative charges will therefore be made to the Customer for purchases made.

9.2 The LYONESS Cashback Card is free of charge for the Customer when obtained for the first time and is valid for 24 months. When the validity period expires, the Customer has the possibility to print a virtual Cashback Card free of charge. If the Customer has reached a monthly average purchase value of € 100,- through LYONESS in the period of 24 months prior to the date of re-issue, the re-issue after expiry of the validity period is free of charge. If the LYONESS Cashback Card is lost or damaged, the Customer has the option at any time of printing out a virtual Cashback Card online or requesting a replacement card at a cost of € 8,- (inclusive of any applicable VAT).

10. Termination of the contractual relationship by the Customer

10.1 The Customer has the right to terminate the contractual relationship with LYONESS at any time in writing as set out in the Customer Agreement. The Customer can also simply cease to use the LYONESS System. LYONESS charges no termination fees.

10.2 Any settlement positions the Customer has achieved at the time of the termination in the settlement system by means of own purchases (remaining trade margin) will be closed permanently for good upon termination of the contract; the achieved position will not be quantified, nor will its equivalent be disbursed in cash. Only claims for reimbursement that have already accrued effectively at the time of termination of the contract but have not yet been paid out shall be disbursed.

10.3 If the Customer has made a pre payment (see clause 15), the termination of the contract does not create any entitlement for him/her to get the pre payment back. However, the Customer has two choices. Either he/she can pay the top-up amount by which the pre payment falls short of the full payment to be made to the contract Partner Company – in this case, following the payment, the final settlement will be made just as it would if the contract had not been terminated. Alternatively the Customer has the option to sell his/her positions using the "Sale of positions" form available from LYONESS. In this case the person acquiring them enters into the legal contractual position of the Customer, so that the Customer terminating the contractual relationship no longer has any claims of any type whatsoever against LYONESS.

10.4 If the Customer has terminated a contractual relationship with LYONESS and a further registration of this Customer takes place within 2 years, his/her registration takes place exclusively to the benefit

of the last recommender under the terms of the terminated contractual relationship.

10.5 In case of a cancellation on compassionate grounds (death in particular) the Customer will be charged 25% of the cancellation amount for administration costs; additionally all paid out system commissions will be reclaimed. Furthermore all already paid out reimbursements (please see "LyoneSS Reimbursements and Types of Payment") resulting out of the contract which is about to be cancelled will be redistributed into the Lifeline. In this case, the LYONESS Customer hereby gives his/her approval.

11. Rejection of application, duration of contractual relationship and termination by LYONESS

11.1 LYONESS reserves the right to decline an application by the Customer to enter into a contractual relationship within a period of 21 working days of receipt, without providing reasons, the date of the postmark or date of online registration being the date applicable to the period for rejection of an application. If no notice of rejection is given, the Customer's application is deemed to have been accepted.

11.2 The contractual relationship is entered into for an indefinite period and the contract may be terminated by LYONESS with written notice (per post, email, fax) in the case of contractual breaches with immediate effect. In particular, any behavior and actions which may be detrimental to the economic interest or the reputation of LYONESS and the relevant contract Partner Companies shall be deemed to constitute a material violation of the basis of contract. However, if LYONESS assumes that the Customer commits a violation, then LYONESS must notify the Customer in writing of the presumed violation within 10 working days from the date when such presumed violation first came to the attention of LYONESS, requesting the Customer furthermore to submit a statement that he/she will stop the violation and advising the Customer that a failure to do so will result in the termination of the contract with immediate effect. The assertion of any damage claims by LYONESS or the affected contract Partner Companies as a consequence of such misconduct is not prejudiced by the termination of the contract or by any submission of a statement that the violation will be stopped. In the event of such a termination of the contract by LYONESS, the accounts of the contractual relationship shall be settled in analogy to the termination of the contract by the Customer, with the following exception. Only in the case of an intended sale of his/her position, the Customer has a period of just 4 weeks to sell (starting from the statement of termination by LYONESS). If the Customer is unable to prove the sale of his/her position to LYONESS within this period, then he/she must sell his/her position to LYONESS upon request. The buying price is determined on the basis of the value of the pre payments effectively made less system commissions already received, but capped in any case at 50% of the pre payment amount.

11.3 If the Customer should die whilst the Contract is still in force, then the entire Agreement with the resulting rights and obligations held by the Customer can be bequeathed in his/her Will.

12. Data processing and data transmission

12.1 LYONESS ascertains, stores and processes Customer data and other personal data of the Customer, disclosed by the Customer within the scope of the contractual relationship or by third parties within the scope of the verification of the identity and legal capacity of the Customer; the Customer declares that he/she approves thereof.

12.2 The ascertained and processed data of the Customer are used to provide services in connection with the LYONESS system and are not, in principle, passed on to third parties for other purposes. However, the Customer consents to the personalized storage and disclosure of the turnover achieved by him/her in his/her recommendation line in such a way that the relevant recommenders are able to retrace the turnover of recommended Customers assignable to them through the LYONESS website.

12.3 LYONESS is authorised to transmit the ascertained and processed data of the Customer to LYONESS subsidiaries for the purpose of providing or receiving services in connection with the LYONESS system.

12.4 The Customer agrees that his/her personal data is stored, processed and transmitted through a card reading system set up for the LYONESS Cashback Card (also to the corresponding Partner Companies) insofar as this is required to operate the business relationship. The Customer also consents that his/her data and turnover are processed in anonymised (non-personalised) form and may also be passed on to third persons, in particular to Partner Companies, for statistical purposes and for the optimisation of the LYONESS system, it being understood that this shall be carried out in a manner that does not facilitate an identification of the Customer by third parties. This consent can also be revoked by the Customer at any time.

12.5 The Customer declares his/her consent (but may revoke such consent at any time), without as a result being entitled to any reward in return, that pictures of the Customer, in particular photographs and videos, may also be used and shown at events and in connection with competitions of LYONESS, respectively on the LYONESS website, without any restriction in terms of place or time or the type of use, unless the aforesaid runs counter to the recognisable interests of the Customer and unless the Customer expressly prohibits such a use.

13. Changes/additions to the agreement

13.1. Any changes to the terms of the contract between LYONESS and the Customer shall be in writing. In this context writing includes transmission by fax or email. LYONESS is furthermore entitled to send the Customer contractual and other information by SMS. If there are any changes of the contract Partner Company's conditions, these will be updated and published on the LYONESS website. Throughout the period of publication of these terms and conditions on the LYONESS website, they are binding vis-à-vis the Customer provided that the Customer delivers his/her contract declaration to the contract Partner Company within the publication period. The Customer is recommended to obtain information about the status of the relevant Partner Company terms and conditions regularly through the LYONESS website, in particular because LYONESS only publishes the available terms and conditions. For the purposes of the contractual relationship between LYONESS and the Customer, amendments of these terms and conditions shall apply from the time of publication as aforesaid.

13.2 The Customer shall be informed in writing of LYONESS' proposals to make changes to the contract between LYONESS and the Customer and such proposals may be sent to the Customer by email to the last-known email address the Customer has notified to LYONESS. Such changes to the contract (including the appendix which are an integral part of it) are deemed to have been accepted by the Customer unless rejected in writing (including by email) by him/her within a period of one month of him/her being notified or if the Customer continues to use the LYONESS System after notification of the proposed change has been sent to him/her. As it is not possible for LYONESS to maintain the LYONESS System on the basis of contracts with varying terms, such a rejection by the Customer is deemed to constitute a declaration of immediate termination of the contract by the Customer as defined in Clause 10.

14. Change of recommender

14.1 In principle, the Customer is not entitled to change his/her recommender, but the following reservations apply, always however on condition that LYONESS has given its consent in writing.

14.2. If the Customer has not carried out any actions except for own purchases during a period of 6 months after his/her initial registration, a change of the recommender is possible within these 6 months subject to the consent of the original recommender and provided that both the Customer and the future recommender pay a cost contribution of € 36,- each (inc. 20% VAT) to LYONESS, of which a lump sum of € 50,- gross goes to the former recommender as compensation of costs. Outside the 6-month period, the consent of the former recommender is not required any more.

14.3 If the Customer has already acquired a position within 12 months from the initial registration, or if at least one additional Customer was registered due to his/her recommendation, then a change of the recommender is possible subject to the consent of the former recommender provided that two further conditions are also satisfied: The Customer must not have sold the positions he/she has already achieved within the previous 6 full calendar months, and in addition both the Customer and the future recommender must make the payments specified in clause 14.2. If these conditions are fulfilled, then once any incomplete pre payments of the Customer have been topped up LYONESS shall proceed to carry out the final settlement and the change of the recommender within 10 working days. All additional Customers registered upon the recommendation of the Customer shall remain in the recommendation line the Customer leaves. If more than 12 full calendar months have passed since the initial registration of the Customer, he/she no longer require the consent of the former recommender any more.

14.4 If a LYONESS Customer is also active as a LYONESS Business Partner, a change of the recommender is only possible when the following requirements are fulfilled. If the Customer has made no other actions than own purchases from the initial registration, changing the recommender is possible, provided the original recommender agrees and provided each of the Customer and the future recommender pay a contribution to costs of € 36,- each (inclusive of any VAT) to LYONESS, out of which LYONESS will transfer a lump sum of € 50,- (inclusive of any VAT) to the previous recommender as reimbursement of expenses. The approval of the original recommender is essential. As soon as the Customer has made a recommendation as a LYONESS Business Partner or has acquired a position within the system, a change of the recommender is no longer possible.

15. Pre payments

15.1 In addition to the possibility of generating positions through purchases (remaining profit margin), the Customer also has the opportunity of obtaining positions through pre payments (minimum first order: 3 positions in business category 1). These are pre payments on future purchases, i.e. the profit margin in advance, which offer the opportunity to save for planned future purchases and generate further reimbursements. It is not possible for the pre payment to be refunded, as the profit margins which have arisen will have been included in the account and paid. However, the Customer has the opportunity to top up his/her pre payments at any time, until the position pays out (shopping coupon) in the respective business category as set out in Clause 10.3. By topping up according to the relevant profit margin code for the desired Partner Company, the pre payment becomes a full payment and the Customer receives the full amount in the form of coupons from the Partner Company (pre payment + top up payment = coupon value). If this is the case and the position (created by pre-payments) changes the Customer's status to a full payment, this has the consequence that, after achieving the position pay out in the respective business category, the respective reimbursement (purchase reimbursement) will be paid out, less the original pre payment.

15.2 In addition to the possibility of topping up, the Customer can take up the re-cash function. Through re-cash the Customer has the opportunity of making pre payments pay out continuously through

his/her own purchases. If the re-cash option is activated, when purchasing with the Cashback Card and during online purchasing in the LYONESS partner shop, immediate reimbursement and the relevant remaining profit margin for re-cash are used. The direct and indirect friendship bonus is further paid to the relevant recommender. If the re-cash option is utilised, no new positions arise from purchases made with the Lyoneess Cashback Card or purchases made in the LYONESS online partner shop.

16. Selling positions

16.1 The Customer may sell all positions he/she has achieved in the LYONESS system at any time to other LYONESS Customers. A sale is only effective if a legally valid contract/sales contract has been submitted demonstrably to LYONESS and if the written approval of LYONESS has been obtained. However, the Customer's right to sell excludes his/her positions from bonus contracts (see the annex "LYONESS Reimbursements and Types of Payment") or from conversions to a higher business category (see the annex "LYONESS Reimbursements and Types of Payment"), which cannot be transferred to the buyer of the position. Only for technical reasons concerning the settlement system will the original placement of the Customer's contract position remain visible in the settlement system, even if the position change has already been executed and is already effective. Even the Customer's complete ID number (i.e. his/her contract position vis-à-vis LYONESS) including his/her positions from bonus contracts and conversions to a higher business category can be passed on to other regular Customers by means of a contract as explained above, but always subject to the consent of LYONESS, this within the meaning of a final termination of the contract relationship with LYONESS – it being understood, however, that the existing recommendation line is unaffected by this; likewise, the placement of the contract position in the settlement system cannot be changed in this way. The buying Customer enters into the contract position of the selling Customer with all rights and obligations just as they were at the time of the arrival of the sales contract at LYONESS.

16.2 Regarding an intended sale of positions, it is understood that LYONESS has a pre-emptive right. This means that before the Customer sells to another Customer, the selling Customer is obliged to invite LYONESS to buy these positions subject to the same terms and conditions that would apply if the positions were sold to the (potentially) buying Customer. In this respect, a purchasing offer and proof of the purchasing price offered by the other Customer shall be transmitted in writing to LYONESS. If the Customer does not receive an acceptance statement from LYONESS within 10 working days, LYONESS shall be deemed to have consented to the sale to the other Customer.

17. Miscellaneous

17.1 The Customer undertakes to notify LYONESS forthwith of any changes of his/her personal or contract-related details, respectively to enter the changes by himself/herself on the LYONESS website. In particular, this obligation concerns any change of the home address, the e-mail address, the bank details and the mobile telephone number.

17.2 If the Customer fails to observe this notification requirement, the Customer shall replace all costs incurred by LYONESS as a result. In the event of a failure to disclose changes, the Customer details last submitted to LYONESS shall remain valid.

17.3 With respect to all operations outside the scope of the LYONESS system (in particular support and answers to questions) for which no arrangements concerning costs are made in this basis of contract, LYONESS may charge a reasonable processing fee in view of the time and effort involved; as a rule of thumb, only requests of a general nature or short questions about concrete problems will be answered free of charge.

17.4 The Customer is not entitled to use the trademark words, images or word/image combinations or any other of the usual identification marks used by LYONESS or the relevant Partner Company in the marketplace without the express written consent of LYONESS in any form whatsoever, whether in the form of graphics on his/her own documentation, reproduction in electronic media or in any other way, particularly as the Customer thereby infringes the intellectual property rights of LYONESS and/or the Partner Companies. The Customer's attention is expressly drawn to the fact that infringement will not only be regarded as a compelling reason for immediate termination of the contract, but will also provide the justification for claims against the person or legal entity concerned for default and compensation for loss or damage.

17.5 Without having first completed training as a LYONESS Commercial Coach, the Customer is not entitled to recruit Partner Companies, companies or subsidiaries or to run negotiation meetings. The Customer's express attention is drawn to the fact that infringement will not only be regarded as a compelling reason for immediate termination of the contract, but will also provide the justification for claims against the Customer for default and compensation for loss or damage.

17.6 In connection with the use of the LYONESS system and in particular with regard to the recommendation of new Customers, the Customer is not authorised to represent LYONESS, nor may he/she accept cash, collect debts or issue legally relevant declarations on behalf of LYONESS. If the Customer infringes this provision, he/she is obliged to the full and entire indemnification of LYONESS.

17.7 The Customer gives his/her consent, revocable at any time, for LYONESS to make written, personal and telephone contact with him/her for advertising purposes and further to send advertising information by methods including SMS, email or other use of telecommunication equipment.

17.8 All services rendered, declarations made and other activities are always deemed to have been carried out by Lyoneess Europe AG, even if carried out in practice by a national company; all subsidiaries are deemed to be agents of LYONESS. Accordingly, the Customer also has the right to carry out legal transactions with LYONESS exclusively via the national company in his/her country of residence unless individual contract conditions provide rights for legal transactions to be carried out only with Lyoneess Europe AG.

17.9 The Customer shall refrain from assigning or otherwise transferring his/her rights and obligations from the contract to a third party unless he/she has obtained the prior consent of LYONESS. By contrast, LYONESS may assign or otherwise transfer its contractual rights to a third party.

17.10 The contract is exclusively subject to the laws of the country where the Customer has his/her normal place of residence or domicile at the time of initial registration. If LYONESS does not maintain an office in this country, Swiss law shall apply.

17.11 In the absence of provisions to the contrary, the agreed place of performance for all contractual services shall be the site of the LYONESS subsidiary that maintains an office in the country where the Customer has his/her normal place of residence or domicile. If LYONESS does not maintain a local branch office in this country, the place of performance shall be the registered office of LYONESS.

17.12 Provided that the Customer uses the LYONESS system (also) as an entrepreneur or in connection with entrepreneurial activities, all disputes relating to the contract or its formation shall be referred exclusively to the competent court in whose jurisdiction the subsidiary mentioned in clause 17.10. has its registered office. In any other case, the court of Graz, Austria is appointed. If the Customer is a consumer in the legal sense of the Austrian Consumer Protection Law (Konsumentenschutzgesetz), then the jurisdiction is complying to the legal regulations.

17.13 No partial or entire ineffectiveness or unenforceability of individual provisions in the contract shall affect the effectiveness of its remaining provisions. In this case, the effective respectively enforceable provision that most faithfully reflects the economic intent of the ineffective respectively unenforceable provision shall be deemed to replace the latter; the aforesaid applies equally to unintended contractual omissions.

17.14. All gender-specific terms used in the contract shall be construed to refer to both female and male persons as well as enterprises.