

Additional General Business Terms and Conditions for Lyoness Members to take advantage of the Additional Member Benefits

Version: April 2012

Preamble

Lyoness Europe AG, with headquarters at Kaertnerstrasse 9, A-8020 Graz, is registered with Company Register Number FN 309295x at the Graz regional court for civil matters and operates an international shopping community together with its subsidiaries, which enables the participants (hereinafter referred to as „Members“), to receive benefits (hereinafter referred to as „Lyoness Loyalty Programme“) through the purchase of goods and services from Lyoness Loyalty Merchants (hereinafter referred to as „Loyalty Merchants“).

The Member's contracting partner is thus Lyoness Europe AG (hereinafter referred to as „Lyoness“). There is already an existing contractual relationship between the Member and Lyoness based on the Member's registration in the Lyoness Loyalty Programme and the valid General Terms and Conditions (hereinafter referred to as the "GTCs") from April 2012. Based on the existing agreement the Member receives Cashback benefits and Friendship Bonuses as part of the Lyoness Loyalty Programme. With the acceptance of these Additional General Terms and Conditions (hereinafter referred to as "Additional GTCs") the Member is also entitled to the following additional Member Benefits hereinafter described in more detail.

1.) Object Agreement, Agreement Parties

1.1. For the duration of his membership, the Member is entitled to take advantage of the Lyoness Loyalty Programme Additional Member Benefits in accordance with these Additional GTCs.

1.2. The GTCs already agreed remain valid.

2.) Basis of Agreement

2.1. With the acceptance of these Additional GTCs the Member is entitled to take advantage of the Additional Member Benefits. The pre-requisite to this entitlement is a correct registration as a Member in the Lyoness Loyalty Programme, in accordance with the GTCs.

2.2. The defined terms used in the GTCs are also valid in these Additional GTCs.

3.) Legal Relationship

3.1. Clause 3 of the GTCs shall apply in full.

3.2. With the acceptance of these Additional GTCs the Member is entitled to receive the Lyoness Loyalty Programme Additional Member Benefits hereinafter described in more detail provided the relevant pre-requisites have been fulfilled. Any additional compensation or reimbursement of expenses of any kind for work done by the Member does not apply.

4.) Lyoness Loyalty Programme

4.1. In addition to the other Lyoness Loyalty Programme benefits (Cashback, Loyalty Benefits and Friendship Bonus), the Member will also receive the Additional Member Benefits as contained in these Additional GTCs. The Additional Member Benefits contain the following additional benefits, which are described in more detail in Clause 7: Loyalty Commission, Loyalty Cash, Loyalty Credit, Re-Cash, Loyalty Commission Bonus, Bonus Units, free additional Units through Category Rebookings, Volume Commission and Volume Bonus.

4.2. The settlement of the Loyalty Benefits will be credited to the Member's personal Loyalty Account in accordance with the Additional GTCs. Credit is generated from purchases and Voucher Down Payments made by the Member and also from the purchases by direct and indirect recommended Members in accordance with Clause 4.4 below. The amount of credit stems from the volume of purchases or Voucher Down Payments and the amount of benefit percentage offered by the Loyalty Merchant with which the purchases were made, or from the Down Paid Vouchers. If, for example, a Member spends over €500 with a Loyalty Merchant which has a benefit percentage of 5%, the Member will receive credit of €25. The credit will be converted into Accounting Units (hereinafter referred to as "Units") of €50, €150, €400, €1,200 or €4,000 specified by the Member in accordance with Clause 6.1 which is booked into the Member's personal Loyalty Account in accordance with Clause 6. The credit and Units accumulated in the Loyalty Account serve only to generate Loyalty Benefits, and will not be paid out.

4.3. The benefit percentage (Member Benefit) is based on the conditions agreed between Lyoness and the relevant Loyalty Merchant and varies depending on the Loyalty Merchant, sector and country. This is multiplied depending on the volume of shopping or Down Payments to give the amount of resulting credit. The Member will be informed of the relevant valid amount of benefit percentage by Lyoness in accordance with Clause 4.2 and 7.6 of the GTCs.

4.4. Further, the Member is also credited for the Units that are booked by Members who are directly or indirectly recommended by him (hereinafter referred to as the "Lifeline"). This means that the Units credited to the Member will also be credited to the Member's direct and indirect Recommender for them to benefit from Loyalty Benefits in the same way. The direct and indirect Members recommended by a Member (Recommender) will be placed in the Recommender's Lifeline in the so-called binary system. This means in a tree structure where there is a distinction between the upper and lower branches. Unless the Member specifies otherwise, the direct recommended Members will be placed in the Recommender's direct line alternately on the upper and lower branches of the binary system. Likewise, the Members recommended by the Member's direct recommendations will be placed in the system following the same rule. In this way the Lifeline's existing Units can always be placed on the upper or lower branch of the Recommender's binary system.

4.5. The following table provides an overview of all the Member Benefits which the Member receives for a purchase within the Lyoness Loyalty Programme. The Member that has made the purchase will receive the Cashback and credit and, at the same time, the direct and indirect Recommenders will receive the Friendship Bonus.

Lyoness Loyalty Programme*												
Cashback	Payment Value:	Up to	1%	2%	2%	2%	2%	2%	2%	2%	2%	2%
+ Loyalty Benefit	Benefit percentage:	Up to	1%	1%	2%	3%	4%	5%	6%	7%	8%	X%
	Units are created based on the credit. From these Units the Loyalty Commission, Loyalty Credit, Loyalty Cash, Loyalty Commission Bonus, Bonus Units, Category Rebookings, Volume Commission and the Volume Bonus payments are calculated in accordance with Clause 7.											
= Member Benefit (Personal)			2%	3%	4%	5%	6%	7%	8%	9%	10%	X%
+ Direct Friendship Bonus		Up to	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%
+ Indirect Friendship Bonus		Up to	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%	0,5%
= Member Benefit (Total)			3%	4%	5%	6 %	7 %	8 %	9 %	10%	11%	X%

* All %-entries represent the value of purchases or binding Voucher Order Down Payments that the Member has made within the Lyoness Loyalty Programme.

5.) Voucher Down Payments and Premium Membership

5.1. As well as making purchases within the Lyoness Loyalty Programme, the Member can also generate Loyalty Benefits by making a binding Down Payment order for Vouchers/Gift Cards. In this case the same amount of credit will be booked into the Member's personal Loyalty Account for the Down Payment as was booked for the purchase in Clause 4.2 above. However, no Cashback or Friendship Bonus is paid for a Down Payment.

5.2. The Member has the opportunity to make a binding Down Payment order for Vouchers/Gift Cards. The Down Payment must be at least the relevant benefit percentage for Loyalty Benefits for the chosen Loyalty Merchant. The GTCs and the Additional GTCs do not give right for a claim for reimbursement of the Down Payment.

5.3. Any Down Payments for Voucher/Gift Card orders do not expire. Until the point that full payment is received for the Voucher/Gift Card orders, the Member may change the Loyalty Merchant they originally chose. This could however mean that the Member Benefit will also change, as it varies depending on the Loyalty Merchant, as explained in Clause 4.3.

5.4. A Member can become a Premium Member if they have fulfilled the following criteria:

- a) Fully paid (and booked) purchases using the Cashback Card, Vouchers and/or Online Shopping of €20,000 within 12 months.
- b) If a purchase volume of €20,000 has not been achieved in accordance with 5.4. a) then the Member can make up the difference using Down Payments (booked) for Voucher Orders/Gift Cards, whereby the Down Payment amount should be multiplied by ten (a Down Payment of €1,000 represents e.g. a purchase volume of €10,000).
- c) Made (and booked) Down Payments for Vouchers/Gift Cards of €2,000 (Premium Voucher Down Payment)

5.5. Down Payments of up to €1,950 can be accepted if the Member has made a simultaneous Voucher order for € 200,-- (fully paid) at the same time that he makes the Down Payment. Down Payments of €2,000 can be accepted if the Member has made a simultaneous Voucher order for € 500,-- (fully paid) at the same time that he makes the Down Payment. If a Member has already made Down Payments of €2,000 then further Down Payments are only possible if the Member has made an equal amount of Voucher Orders (fully paid) as the amount of Down Payments (inc. the new Down Payment).

5.6. Premium Members receive additional service support in the Lyoness Loyalty Programme (amongst other things; Gold Cashback Card, Cashback Magazine).

6.) Accounting Categories, Accounting Units, Booking

6.1. The credit in accordance with Clause 4.2 (also known as booking value) will be credited to the Member's personal Loyalty Account. With this booking value, the Member can create Units in different Accounting Categories (AC) as follows:

Unit/Booking Value (in Euros)					
Accounting Category	I	II	III	IV	V
Booking Value	50	150	400	1,200	4,000
Unit	50	150	400	1,200	4,000

Once the Member has achieved the necessary booking value for the relevant Accounting Category, a Unit for that Accounting Category will be booked in the Member's Loyalty Account.

6.2. The Unit is booked into the binary Accounting Programme in accordance with the description in Clause 4.4 above. This means that to receive the Additional Member Benefits as described in Clause 7, there is a specific number of Units that need to be achieved on both branches of the tree: 35/35 in Accounting Category I, 30/30 in Accounting Category II and 25/25 in Accounting Categories III – V. In accordance with Clause 4.2 the Member can place Units generated through his own purchases on either the above or below branch of the binary Accounting Programme. In accordance with Clause 4.4, Units from the Lifeline will be booked in the line in which the relevant Member was registered.

6.3. The booking of Units generated from the accumulated booking value is done weekly. If the Member has not specified any other option in his Online Office, the credit will be converted into Units in AC I. Following the weekly update and calculation of the Additional Member Benefits, the booking of the Units cannot be changed.

7.) Additional Member Benefits

7.1. As part of the Lyoness Loyalty Programme, the Member can also receive the Additional Member Benefits described in this Clause 7 provided he has fulfilled the specified criteria. The settlement of all Additional Member Benefits is done weekly, and includes all the relevant booked Units.

7.2. Loyalty Commission: Members receive Loyalty Commission for booked Units. Provided that a Member has four direct Members, each with at least one Unit booked in Accounting Category 1, as soon as the Member has booked the specified number of Units (see table below) in their personal Accounting Programme, he will receive Loyalty Commission of a specified amount as shown in the table below:

Loyalty Commission for each Accounting Category (in Euros)								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	8,00	12,00	16,00	24,00	32,00	40,00	-	-
AC II	24,00	36,00	48,00	72,00	96,00	120,00	-	-
AC III	80,00	120,00	160,00	240,00	320,00	400,00	-	-
AC IV	240,00	360,00	480,00	720,00	960,00	1.200,00	-	-
AC V	800,00	1.200,00	1.600,00	2.400,00	3.200,00	4.000,00	-	-

Loyalty Commission is paid out to the Member in accordance with Clause 7.4 of the GTCs.

7.3. Loyalty Cash: In addition to Loyalty Commission, the Member will also receive Loyalty Cash for Units which are booked following the Member's first Unit generated through the Member's own shopping (not through Voucher Down Payments). As soon as the Member has the specified number of Units (see table below) booked in his personal Accounting Programme, he will receive Loyalty Cash of the amounts shown in the table below:

Loyalty Cash for each Accounting Category (in Euros)								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	-	-	-	-	-	-	-	450,00
AC II	-	-	-	-	-	-	850,00	-
AC III	-	-	-	-	-	1.600,00	-	-
AC IV	-	-	-	-	-	4.800,00	-	-
AC V	-	-	-	-	-	16.000,00	-	-

Loyalty Cash is paid out to the Member in accordance with Clause 7.4 of the GTCs.

7.4. Loyalty Credit: The Member will receive Loyalty Credit for Units which are booked following the Member's first Unit generated through Voucher Down Payments (not through shopping). As soon as the Member has the specified number of Units (see table below) booked in his personal Accounting Programme, he will receive Loyalty Credit of the amounts shown in the table below. To receive Loyalty Credit, it is not necessary for the Member's recommended Members to have Units booked in the system:

Loyalty Credit for each Accounting Category (in Euros)								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	-	-	-	-	-	-	-	450,00
AC II	-	-	-	-	-	-	850,00	-
AC III	-	-	-	-	-	1.600,00	-	-
AC IV	-	-	-	-	-	4.800,00	-	-
AC V	-	-	-	-	-	16.000,00	-	-

Loyalty Credit is not paid out to the Member. Instead, the Member can use this credit in the form of Vouchers to shop with Lyoness Loyalty Merchants.

7.5. Re-Cash: The Member can regain the Down Payments he has made by converting the credit resulting from his own purchases (either by using Vouchers, Cashback Card, or by shopping online in accordance with Clause 4 of the GTCs) into cash (Re-Cash). If the Member chooses the Re-Cash option, instead of all the credit for his own purchases going to his personal Loyalty Account for the calculation of Loyalty Benefits, it is paid out to the Member in accordance with Clause 7.4 of the GTCs, up to a maximum amount of the relevant Down Payment amount. The Member's right to make a Down Payment and top-up payment in accordance with Clause 5.4 and 5.5 of the GTCs remains unaffected.

7.6. Loyalty Commission Bonus: In accordance with Clause 7.2, the Recommender will receive a Loyalty Commission Bonus for all Loyalty Commission received by his direct recommended Members, and for their direct recommended Members. The Loyalty Commission Bonus is 18.75% of the Loyalty Commission for his direct recommended Members and 6.25% for their direct recommended Members. There is no claim for Loyalty Commission Bonus from any other indirectly recommended Members. The claim for Loyalty Commission Bonus is only valid if the Recommender is eligible for Loyalty Commission at the time of settlement.

7.7. Bonus Units: If a specified number of Units are booked into the same Accounting Category and the Member is eligible for Loyalty Commission at the time of settlement, the Member will receive a free Bonus Unit in the relevant Accounting Category as follows:

Bonus Units for each Accounting Category								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
AC II	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
AC III	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
AC IV	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
AC V	-	Bonus Unit	Bonus Unit	Bonus Unit	Bonus Unit	-	-	-
Booking	-	Continental	Member	National	Continental	-	-	-

The Bonus Units are credited to the Member's Loyalty Programme and are eligible for Loyalty Commission, further Bonus Units and Category Rebookings in accordance with Clause 7.8. However, they are not eligible for Loyalty Cash, Loyalty Credit, Volume Commission or Volume Bonus. The Bonus Units will always be credited to the Member's personal Loyalty Programme.

7.8. Category Rebooking: As soon as the Member has the specified number of Units in the relevant AC as shown in the table below, he will receive a free duplicate Unit in the next highest AC (a Category Rebooking), provided he is eligible for Loyalty Commission. The Member will receive Loyalty Commission, Bonus Units and further duplicate Units from this Category Rebooking. However the Category Rebooking is not eligible for Loyalty Cash, Loyalty Credit, Volume Commission or Volume Bonus. If another Member in the Member's Lifeline also has such a duplicate Unit through Category Rebooking, this will also be credited to the Member, in accordance with Clause 4.4.

Bonus Units for each Accounting Category								
Accounting Category (AC)	Number of booked Units (above/below) following the Member's Unit							
	3/3 = 6	5/5 = 10	10/10 = 20	15/15 = 30	20/20 = 40	25/25 = 50	30/30 = 60	35/35 = 70
AC I	-	-	-	-	-	-	-	Category Rebooking
AC II	-	-	-	-	-	-	Category Rebooking	-
AC III	-	-	-	-	-	Category Rebooking	-	-
AC IV	-	-	-	-	-	Category Rebooking	-	-
AC V	-	-	-	-	-	-	-	-
Booking	-	-	-	-	-	Member	Member	Member

7.9. Volume Commission: For all the Units booked by the Members whole shopping network, that means all his direct and indirect recommended Members (his Lifeline), the Member will receive Volume Commission provided he has achieved at least Career Level 1 (see Clause 7.9.1 – 7.9.4 below) and has achieved the necessary number of points required for the Volume Commission for the relevant Career Level within one production month in accordance with Clause 7.9.5. A production month is equivalent to approximately one calendar month and differs only slightly due to system and accounting reasons. The relevant fixed production month dates can be found in the login area on the website under www.lyoness.net before each new calendar year (hereinafter referred to as "Production Month"). The booked Units are the basis for the calculation of the Volume Commission, and are converted into points as follows:

Point(s) per booked Unit					
Accounting Category	I	II	III	IV	V
Unit (in Euros)	50	150	400	1,200	4,000
= Point(s)	1	3	8	24	80

7.9.1. Career Level: To achieve a Career Level, it is necessary to qualify for it in one Production Month and to confirm it in the following Production Month. To qualify or confirm the Level, it is necessary to achieve the necessary number of total points for the Career Level, bearing in mind the 50% rule (see Clause 7.9.3) within one Production Month. Confirmation of Career Level 1 is then valid for the next 12 Production Months. From confirmed Career Level 2, the confirmed Level is valid for the next 6 Production Months. If a Member becomes a Premium Member within one Production Month, they confirm Career Level 1, and this confirmation is then valid for the current Production Month and for the duration of the relevant Career Level. When the Member confirms a Career Level for the first time, he will receive a welcome gift.

7.9.2. Extension of the Career Levels: If a Career Level is confirmed at least once more within the period of its validity, the valid time period for the Level is automatically extended by a further 12 Production Months (for Career Level 1) or 6 Production Months (from Career Level 2). If an extension is not achieved, the Member will be confirmed in the next lowest Career Level.

7.9.3. 50% Rule: To qualify, confirm or extend a Career Level, a maximum of 50% of the required points can be taken from any single line within the Lifeline (direct line). That means that the Member must have at least two direct lines available (e.g.: Career Level 3 = 500 points required; to qualify for Career Level 3, a maximum of 250 points can be taken from any single direct line).

7.9.4. Career Level of Perfection: If at least 5 direct lines have the Career Levels shown in the table below within one Production Month following confirmation of Career Levels 4 – 8, the Member will achieve a Career Level of Perfection for the relevant Level.

The Member will then have an unlimited claim to the Career Level of Perfection.

Level of Perfection								
Career Level	1	2	3	4	5	6	7	8
1 Direct in line in Career Level	-	-	-	3	4	5	6	7
1 Direct in line in Career Level	-	-	-	3	4	5	6	7
1 Direct in line in Career Level	-	-	-	2	3	4	5	6
1 Direct in line in Career Level	-	-	-	2	3	4	5	6
1 Direct in line in Career Level	-	-	-	1	2	3	4	5
= Career Level of Perfection								

7.9.5. Calculation of Volume Commission: All Units from the Member's Lifeline booked within one Production Month will be converted into points and added together in accordance with Clause 7.9. The total points from all the Members in the Member's Lifeline who have also achieved at least Career Level 1 will be deducted from this point value (hereinafter referred to as "Total Points"). When the Member confirms the relevant Career Level (see the following table), the total points for the relevant Career Level are multiplied by the Volume Commission amount for that Level and the Member will receive payment of the Volume Commission in accordance with Clause 7.4. for the duration of the respective career level.

Volume Commission for each Career Level (in Euros)								
Career Level	1	2	3	4	5	6	7	8
Required total points	100	200	500	1,200	3,000	8,000	20,000	50,000
Volume Commission Amount	€ 1.250	€ 1.625	€ 1.875	€ 2.125	€ 2.375	€ 2.625	€ 2.875	€ 3.125

7.10. Volume Bonus: The Member will also receive a Volume Bonus for Units booked in his Lifeline, provided he has achieved at least Career Level 2 as well as achieving the necessary points for the Volume Bonus for the relevant Career Level within one Production Month. The valid Career Level will be determined in accordance with Clauses 7.9.1 and 7.9.4. The Volume Bonus and necessary total points are shown in the following table:

Volume Bonus for each Career Level (in Euros)								
Career Level	1	2	3	4	5	6	7	8
Total Points	100	200	500	1,200	3,000	8,000	20,000	50,000
Volume Bonus in €		200.00	500.00	1,200.00	3,000.00	8,000.00	20,000.00	50,000.00

7.11. The settlement of all the Member Benefits is done exclusively via the Member's Online Office which is available to the Member when they have logged in at www.lyoness.net, in accordance with Clause 8 of the GTCs.

8.) Termination of the Contractual Relationship by the Member

8.1. Clause 13 of the GTCs remains unaffected, whereby with regards to the Additional Member Benefits in the case of termination of the contractual relationship by the Member, the following rules in Clause 8 apply.

8.2. The Additional Member Benefits which have already been paid out to the Member will remain with the Member and any credit from Additional Member Benefits that is accruing in the Purchase Account, or any Member Benefits that the Member earns, until the time that the contractual relationship is ended will be paid out to the Member in full, with the exception of any Loyalty Credit in accordance with Clause 7.4, which the Member will receive in the form of Loyalty Merchant Vouchers/Gift Cards.

8.3. Any Units booked in the Member's personal Loyalty Programme which the Member has generated through his own purchases or from making Down Payments, or from his Lifeline, will expire upon termination of the contractual relationship by the Member.

8.4. However, if a Member has made a Down Payment for Vouchers/Gift Cards, the order and Down Payment remains valid, even though he has terminated the Membership. The Member has no right to claim for a reimbursement of the Down Payment for Vouchers/Gift Cards even if he has terminated the Membership. The statutory rights for reimbursement and Clause 6 of the GTCs remain unaffected. The Member has the possibility at any time to make a top-up payment to pay the remaining amount for any Voucher order that has not been fully paid. In such cases, once the Member has made the top-up payment, the Member will receive the Vouchers/Gift Cards. Further, the Member can also regain the Down Payment by using of the Re-Cash option in accordance with Clause 7.5.

8.5. Alternatively, the Member has the possibility to sell the Down Payments or booked Units, with the exception of Bonus Units or duplicate Units (from Category Rebookings), to another Member with the same Recommender by using the "Sale of Units" form which is available from Lyoness. To be able to make a sale to other Members, the Member must have prior approval from Lyoness, which Lyoness may only refuse with good reason. Once the form has been signed by both parties, and provided that Lyoness does not wish to exercise its right of first refusal in accordance with Clause 8.6, the purchaser will enter into the contractual position of the Member so that the Member will have no further claim against Lyoness with regards to the sold Units. Lyoness will give the Member sufficient support to help him to find a purchaser.

8.6. In the case of a sale of Units in accordance with Clause 8.5, Lyoness has a right of first refusal. The sale of Units is therefore carried out on the basis of the "Sale of Units" form provided by Lyoness, provided that Lyoness does not wish to exercise its right of first refusal. The seller and the purchaser are obliged to submit the form once it is signed by them both. If the Member does not hear from Lyoness within 10 days of submitting the form, this can be taken as confirmation that Lyoness has approved the sale and does not wish to exercise its right of first refusal.

8.7. In accordance with Clauses 8.5 and 8.6, the termination of a Member's Membership and possible sale of Units, the existing Lifeline remains unaffected. A sale of Units in accordance with Clauses 8.5 and 8.6 does not alter the location of the existing booked (placed) Units in the Accounting Programme. The purchasing Member will enter into the contractual position of the selling Member including all rights and obligations in accordance with Clauses 8.5 and 8.6, such as existed before the contract of sale was submitted to Lyoness.

8.8. The Member cannot transfer the rights resulting from the contractual relationship to third parties without prior approval from Lyoness.

8.9. If a Member has terminated their contractual relationship with Lyoness and the Member re-registers within one year, the Member must be registered under the same Recommender that he had in the original contractual relationship. If a Member terminates his Membership, he will no longer have any right to receive Additional Member Benefits arising from the purchases from his Lifeline. If the Member should re-register, he has no rights with regards to his original Membership, in particular, with regards to purchases from his original Lifeline.

9.) Termination of the Contractual Relationship by Lyoness

9.1. Clause 14 of the GTCs remains unaffected and remains valid even in the event of a partial termination of the Additional GTCs, whereby in the event of a termination by Lyoness with regards to the Additional Member Benefits, the following rules in Clause 9 will still apply. In the event of a termination in accordance with Clause 14 of the GTCs, the rights and obligations in these Additional GTCs will also no longer apply.

9.2. In the event of an ordinary termination by Lyoness, Lyoness will refund any Down Payments made by the Member, as well as any monetary benefits from Units booked by the Member (from Down Payments or from Units generated through the Member's own shopping, or shopping from his Lifeline) less any Additional Member Benefits that the Member has already received, and in the case of Down Payments, in the form of Vouchers.

9.3. In the event of a termination of the contractual relationship by Lyoness with good reason Clauses 8.2 – 8.7 apply with regards to the Additional Member Benefits provided that the Member has a period of 4 weeks (starting from the termination by Lyoness) to find a purchaser. Any claims for damages by Lyoness for negligent breach of duty by the Member remain unaffected.

9.4. Clause 8.9 will also apply in the event of a termination in accordance with this Clause 9.

10.) General Provisions

10.1. The GTCs also apply in full for these Additional Member Benefits, unless explicitly stated otherwise. With regards to power failure, online office and services, liability and termination of the contract, the Lyoness Membership GTCs shall apply.

10.2. Swiss law applies for this contractual relationship excluding the United Nations Convention on Contracts for the International Sale of Goods.

10.3. The acceptance of the GTCs, and therefore the use of the Additional Member Benefits, is only possible from the age of 18.

10.4. The Member is not entitled to change his Recommender unless he has not made any purchases or any fully paid or part paid Voucher orders for over one year. If that is the case, then the Member can change his Recommender if the new Recommender is in agreement and if it is within the same Lifeline, but the Member cannot take his Lifeline. The Member and the new Recommender must each pay a fee of €36 (inc. tax). The old Recommender will then receive €50 (inc. tax) as compensation.