

Order Conditions for Vouchers

(May 2019)

Preamble

- a. mWI myWorld India Private Limited (hereinafter referred to as “**myWorld**”) a company registered under Companies Act 2013, bearing Company Incorporation Number (CIN): U74999DL2018FTC331999 and having its registered office at A288, 2nd Floor, Defence Colony, New Delhi-110024, India, operates a shopping programme in India that enables participants (hereinafter referred to as “**Members**”) to receive benefits (hereinafter referred to as the “**Cashback World Programme**”) by purchasing goods and/or services from Loyalty Merchants (hereinafter referred to as “**Loyalty Merchants**”).
- b. Insofar as gender-specific designations are used in the contents of these Order Condition for Vouchers (hereinafter also referred to as “Order Conditions/ **Agreement**”), they refer to both female and male persons as well as to legal persons.

1. Contractual partners and object of the agreement

- 1.1 These Order Conditions shall govern the purchase of vouchers in digital form (hereinafter referred to collectively as “**Vouchers**”), by Members from third party aggregators/vendors through the microsite www.cashbackworld-evouchers.in that myWorld operates. These Order Conditions are in addition to the General Terms and Conditions that are applicable on Members for membership under the Cashback World Programme (“GTCs”) and to the extent these Order Conditions are inconsistent with the GTCs, these Order Conditions will prevail.
- 1.2 The present Order Conditions shall apply to all transactions related to vouchers, mentioned in section 1.1, that a Member may enter into through the myWorld microsite www.cashbackworld-evouchers.in and sets forth the terms and conditions governing the same. myWorld expects Members to understand these Order Conditions, before they enter into any transactions for the purchase of vouchers. myWorld further reserves the right to amend these Order Conditions, from time to time, as per its sole discretion and at any given point in time, the version of the Order Conditions which is published on the myWorld website will be legally binding. It is solely the Member’s responsibility to ensure that he keeps himself acquainted with the latest version and the purchase or redemption of vouchers by Members, as contemplated herein, shall be deemed as an implied consent by the Members to the Order Conditions published on the myWorld website.
- 1.3 It is clearly understood by purchasing Members that the vouchers available for purchase through the myWorld microsite www.cashbackworld-evouchers.in are for personal use only and not for commercial resale by the Members. Therefore, further sale of the vouchers by Members against payment is not permitted. However, fully paid vouchers can be transferred free of charge, i.e. the Member can give the voucher to any other person as a gift.

2. Sale of vouchers and type

- 2.1. It is clearly understood by the Members that myWorld does not issue or sell vouchers and only play a limited role i.e. to facilitate the sale of vouchers. The vouchers are issued and sold by/ on behalf of third-party merchants/aggregators and can only be used for purchases from the merchant whose name is specified on the respective vouchers. The equivalent value of a single voucher is the amount shown on the voucher. A full or partial cash pay-out against any voucher is not possible. myWorld expects a Member to acquaint himself with and understand all the terms and conditions regarding a voucher, including period and manner of redemption before placing an order for purchase. Further, myWorld does not guarantee the availability of vouchers as these are made available by third part aggregators, that myWorld engages from time to time and the vouchers being promotional products may or may not always in stock. Members can find the up to date list of available vouchers on the Cashback World website www.cashbackworld.com and in the Cashback App.

2.2. Digital vouchers

The vouchers contemplated for sale in terms of these Order Conditions are digital vouchers of specific merchants, sold through third party aggregators, that are made available to the Member in digital form (sent to an e-mail address provided by the Member or displayed in the Cashback World APP). Digital vouchers shall have a specific value, as predefined by the issuing merchant. The respective voucher can be redeemed for purchase of goods and services, as may be applicable, only from the merchant issuing the voucher and in accordance with the specifications defined by the merchant and set forth in the respective voucher terms and conditions.

3. Order process, offer, acceptance, execution of contract, reservation of ownership

- 3.1. Members can place an online order for the purchase of vouchers with third party aggregators, through the microsite www.cashbackworld-evouchers.in provided by myWorld.
- 3.2. When ordering the vouchers through the microsite www.cashbackworld-evouchers.in via the website www.cashbackworld.com, the Member needs to select the desired vouchers (type, merchant name, intrinsic value of the voucher etc.) and add them to the shopping basket. The order is completed once the payment transaction is successful and order is confirmed, upon which:
 - 3.2.1. the third-party aggregator shall deliver the vouchers to the Member by sending the vouchers to the email ID shared by the Member along with a copy thereof to myWorld so as to enable myWorld to add the code in the Cashback App.
 - 3.2.2. myWorld will provide a transaction confirmation advice to the customer in the name of the third-party aggregator, for the said purchase of voucher by the Member from the third-party aggregator.
- 3.3. It is hereby clarified that myWorld will not be the owner of the vouchers at any point and the vouchers will remain the property of the third-party aggregator until fully paid for by the purchasing Member.
- 3.4. The transaction related to the redemption of voucher shall be executed exclusively between the specific merchant (voucher issuer), the Member (voucher holder) and the third-party aggregator. myWorld will have no role to play in this transaction nor will it have any influence on this contractual relationship and is not liable for claims arising from this contractual relationship. Further, myWorld will not be responsible, in any way whatsoever, for any damage, loss, injury etc. arising on a Member or any third party from the purchase of voucher or subsequent redemption thereof.

4. Prices, form of payment

- 4.1. The payment for the vouchers will be made in INR (Indian National Rupee) and Members may use any of the payment options available on the payment gateway to pay for the voucher, such as making payment through wire transfer or using credit card or debit card etc.
- 4.2. The Member is informed that for enabling the payments to be made for vouchers, on the microsite www.cashbackworld-evouchers.in, myWorld uses the services of third-party service provider: RAZORPAY SOFTWARE PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1st Floor, SJR Cyber, 22, Laskar Hosur Road, Adugod, Bangalore -560030. It is Payment Gateway Operator which owns, manages, operates and is responsible for the performance of the payment gateway, in compliance with the guidelines from the Reserve Bank of India. The Member understands that (i) the payment transaction made/ proposed to be made using the payment gateway, for the purchase of vouchers on the microsite www.cashbackworld-evouchers.in, is implemented and

managed exclusively by the Payment Gateway Provider and (ii) any data provided by the Member directly to the Payment Gateway Operator will be used, processed, managed and stored directly by the Payment Gateway Operator, without myWorld's involvement. myWorld also urges Members to acquaint themselves with the data privacy policy of the Payment Gateway Operator, which is available on <https://razorpay.com/privacy>.

5. Member benefits

Member benefits as described in the General Terms and Conditions for Cashback World Members apply when a Member acquires a voucher in terms of these Order Conditions. The type and amount of the Member benefits applicable in case of vouchers will be displayed **on the** the Cashback World website www.cashbackworld.com, in the Cashback App and on the microsite www.cashbackworld-evouchers.in and Members are urged to acquaint themselves with the same, prior to placing an order for the purchase of vouchers.

6. Complaints

Should there be any issues or complaints about the vouchers, a Member may write to myWorld, at the below mentioned contact details:

Address:

mWI myWorld India Pvt. Ltd.
A-288, 2nd Floor, Defence Colony,
New Delhi – 110024

Email: service.in@cashback-solutions.com.

Upon receipt of such communication, without being legally bound to do so, myWorld may intervene between the Member and the third-party aggregator, and endeavour to arrive at a suitable resolution to the Member's complaint.

7. Liability

- 7.1. It is hereby clarified that the vouchers are the sole and exclusive responsibility of Members and myWorld will not be responsible in case the vouchers are stolen or lost or should there be any unauthorized/ unlawful redemption thereof.
- 7.2. myWorld has no liability whatsoever arising out of a Member's purchase of vouchers from the microsite www.cashbackworld-evouchers.in. In particular, but not as a limitation thereof, myWorld is not liable for: (i) any errors or omissions on the microsite or the unavailability or interruption of the microsite www.cashbackworld-evouchers.in or myWorld SMS services and myWorld applications for mobile devices or any of their features or services, for any reasons whatsoever, whether or not owing to interruptions to internet access, unavailability of mobile networks or terminals or other technical and electronic issues, (ii) negligence or error or the failure to perform on the part of the third party aggregator or the Payment Gateway Operator or any other third party (iii) faulty/defective voucher supplied by the third party aggregator. It is further clarified that myWorld assumes no warranty, obligations or liability for a third party's, including that of aggregator/s, Payment Gateway Operators or merchants whose vouchers are offered for sale/ sold in terms of these Order Conditions, service obligations, in particular for their failure to fulfil any obligations, in whole or in part. Should there be a breach or failure on their part or any issue with a voucher, the Member is not entitled to make any claims against myWorld for any damages or compensation in any form, be it full or partial reimbursement of the value of a voucher, issuance of a new voucher, cash payment or any other form of payment, and such obligations shall be that of the aggregator who has sold the voucher to the Member.
- 7.3. Nothing in these Order Conditions shall operate to exclude or limit myWorld's liability to a Member where it would be unlawful to do so. myWorld is responsible only for loss or damage suffered by a Member directly a result of myWorld failing to fulfil its obligations towards a Member, in terms of these Order Conditions. Notwithstanding anything contained herein, (i) should there a breach or failure on the part of myWorld to fulfil any of its obligations, owing to an act of God or reason's beyond myWorld's control, in such circumstances, myWorld will not be held responsible for the resulting loss and consequently no indemnity can be sought for the same from myWorld, (ii) myWorld will not be responsible for any loss or damage, howsoever caused, that is not foreseeable or directly attributable to an act or omission on the part of myWorld.
- 7.4. Insofar as the liability of myWorld cannot be excluded, such liability shall be limited to typical and foreseeable damages only, without extending to any special, consequential, indirect, incidental, punitive damages and shall be limited to a maximum of the value of voucher purchased by the Member.
- 7.5. Insofar as the liability of myWorld is limited or excluded, the limitations or exclusions shall also apply to the personal liability of the employees, legal representatives, and vicarious agents of myWorld.

8. Data protection

mWI myWorld India Private Limited, A288, 2nd Floor, Defence Colony, New Delhi-110024, India, stores and processes personal data of the Member, specifically first name and surname, address, and Member ID, for the purpose of processing the Member's order. mWI myWorld India Private Limited uses mWS myWorld Solutions AG, Grazbachgasse 87-93, 8010 Graz, Austria to process the data.

9. Applicable law, written form requirement, severability clause

- 9.1. These Order Conditions are subject to the laws of the republic of India and any dispute arising out of or in connection therefrom will be referred to and finally resolved exclusively by the Courts of Delhi.
- 9.2. In individual cases, individual agreements shall take precedence over these Order Conditions. The contents of such agreements shall be governed by a written contract or written confirmation by myWorld. It is presumed that the parties have not made any verbal agreements. Moreover, myWorld shall be entitled to send contract declarations and information required for the execution of the contract via SMS or e-mail to the Member, provided that the Member has specified the corresponding contact data and does not object to the same.
- 9.3. Should individual provisions of the contract be or become wholly or partially invalid, the rest of the contract shall remain unaffected. These provisions shall be replaced by the respective legal provisions.