

Additional General Business Terms and Conditions for Lyoness Members

Version: April 2012

Preamble
Lyoness Europe AG, with headquarters at Bahnhofstrasse 22, CH-9470 Buchs, Switzerland and Company Register Number CH 170.3.026.427-4 of the trade register of the St. Gallen Canton Switzerland 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 contract is withLyoness Europe AG (hereinafter referred to as „Lyoness“). These Additional General Business Terms and Conditions for Lyoness Members to take advantage of the Additional Member Benefits (hereinafter referred to as the “Additional GTCs”) form part of the Contractual Documents which govern the relationship between Lyoness and the Member.

Lyoness is represented in the United Kingdom by Lyoness UK Limited a company incorporated in England and Wales under number 06932198 whose registered office is at 105 Piccadilly, London, W1J 7NJ (hereinafter referred to as „Lyoness UK“).

1.) Object of these Additional GTCs
1.1. The Member is entitled to take advantage of the Additional Member Benefits in accordance with these Additional GTCs.

2.) GTCs
2.1 The General Business Terms and Conditions for Lyoness Members (hereinafter referred to as the “GTCs”) continue to apply. In particular the definitions in Clause 1A and the General Provisions in Clause 15 of the GTCs apply to these Additional GTCs.

3.) Legal Relationship
3.1. Clause 3 of the GTCs continue to apply in full to the relationship between Lyoness and the Member and, in particular, the Member is not entitled to any additional compensation or reimbursement of expenses of any kind for work done by the Member.

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

4.2. Settlement of the Loyalty Benefit will be credited to the Member’s personal Loyalty Account in accordance with the Additional GTCs. Credit is generated from purchases and 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 Down Payments and the percentage benefit offered by the Loyalty Merchant from which the purchases were made. If, for example, a Member spends £450 with a Loyalty Merchant which provides a Total Member Benefit of 5%, the Member will receive Total Member Benefit of £22.50. The Loyalty Benefit will be converted into Accounting Units (hereinafter referred to as “Units”) of £45, £135, £360, £1,080 or £3,600 specified by the Member in accordance with Clause 6.1, which are booked into the Member’s personal Accounting Programme in accordance with Clause 6. Loyalty Benefit accumulated in the Loyalty Account serves only to generate accounting units and is never 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 Lyoness binary system. This implies a 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 Lyoness 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 Lyoness 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 percentages represent the value of purchases or 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 Additional Member Benefits by making a Down Payment for a Voucher Order. 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 described 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 Down Payment which must be the same as or more than the applicable Total Member Benefit from the Loyalty Merchant of choice. The GTCs and the Additional GTCs do not give the right for a claim for reimbursement of the Down Payment.

5.3. Any Down Payment does not expire. Until full payment is received for the Voucher Order, the Member may change from the Loyalty Merchant of choice. This could however mean that the Total Member Benefit might 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 he fulfils the following criteria:
a) Fully paid (and booked) purchases using the Cashback Card, Vouchers and/or Online Shopping of £18,000 within 12 months.
b) If a purchase volume of £18,000 has not been achieved in accordance with Clause 5.4a) above then the Member can make up the difference using Down Payments, whereby the Down Payment

amount should be multiplied by ten (e.g. a Down Payment of £900 represents a purchase volume of £9,000).
c) Make a Down Payment for a Vouchers Order of £1,800 together with a simultaneous full payment for a Voucher purchase of £450.

5.5. A Member may make a Down Payment of up to £1,755 only if he makes a simultaneous full payment for a Voucher purchase of £180 or more. A Member may make a Down Payment of £1,800 only if he makes a simultaneous full payment for a Voucher purchase of £450 or more. Only Members who are limited companies may make a Down Payment in excess of £1,800 subject to making a simultaneous full payment for a Voucher order equivalent to at least 25% of the amount of the Down Payment.

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

6.) Accounting Categories, Accounting Units, Booking
6.1. In accordance with Clause 4.2 the Loyalty Benefit (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 GBP)					
Accounting Category	I	II	III	IV	V
Booking Value	45	135	360	1,080	3,600
Unit	45	135	360	1,080	3,600

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 Accounting Programme.

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 book 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 Lyonesse 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 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 GBP)								
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	7.20	10.80	14.40	21.60	28.80	36.00	-	-
AC II	21.60	32.40	43.20	64.80	86.40	108.00	-	-
AC III	72.00	108.00	144.00	216.00	288.00	360.00	-	-
AC IV	216.00	324.00	432.00	648.00	864.00	1,080.00	-	-
AC V	720.00	1,080.00	1,440.00	2,160.00	2,880.00	3,600.00	-	-

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 GBP)								
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	-	-	-	-	-	-	-	405.00
AC II	-	-	-	-	-	-	765.00	-
AC III	-	-	-	-	-	1,440.00	-	-
AC IV	-	-	-	-	-	4,320.00	-	-
AC V	-	-	-	-	-	14,400.00	-	-

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

7.4. Loyalty Credit: A 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 GBP)								
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	-	-	-	-	-	-	-	405.00
AC II	-	-	-	-	-	-	765.00	-
AC III	-	-	-	-	-	1,440.00	-	-
AC IV	-	-	-	-	-	4,320.00	-	-
AC V	-	-	-	-	-	14,400.00	-	-

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

7.5. Re-Cash: A Member can regain the Down Payments he has made by converting Cashback and Loyalty Benefit resulting from his purchases from Loyalty Merchants 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 Member's 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 Site 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 GBPs)	45	135	360	1,080	3,600
= 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. For confirmed Career Level 2 and higher Career Levels, 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 (for Career Level 2 and higher Career Levels). 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 value] 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"). As soon as the Member achieves enough total points for 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.

Volume Commission for each Career Level (in GBP)								
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	£ 1.125	£ 1.462	£ 1.687	£ 1.912	£ 2.137	£ 2.362	£ 2.587	£ 2.812

Example: If a Member in Career Level 3 achieves 400 Total Points, he won't receive any Volume Commission as he has not achieved the points necessary for the Level. If a Member in Career Level 3 achieves 600 Total Points, he will receive Volume Commission for $600 \times £1.687 = £1,012.20$

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 GBP)								
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 inGBP		180.00	450.00	1,080.00	2,700.00	7,200.00	18,000.00	45,000.00

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 the Site, 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 in force subject, in the case of termination by the Member, to the following additional provisions.

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 terminated 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.

8.4. However, if a Member has made a Down Payment, the order and Down Payment remain valid, even though he has terminated the Membership. The Member has no right to claim for a reimbursement of the Down Payment. The right for reimbursement and Clause 6 of these Additional GTCs remain unaffected. The Member has the option at any time to make a top-up payment of the outstanding amount for any Voucher order that has not been fully paid. The Member will then receive the Vouchers. Further, the Member can also regain the Down Payment by using the Re-Cash option in accordance with Clause 7.5.

8.5. Alternatively, the Member has the option of selling 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 Lyonesse. To be able to make a sale to other Members, the Member must have prior written approval from Lyonesse, which will not be unreasonably withheld. Once the form has been signed by both parties, and provided that Lyonesse 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 Lyonesse with regards to the sold Units. Lyonesse 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, Lyonesse 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 Lyonesse, provided that Lyonesse 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 Lyonesse within 10 days of submitting the form, this can be taken as confirmation that Lyonesse 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 (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, which were in existence when the "Sale of Units" form was submitted to Lyonesse.

8.8. A Member cannot transfer the rights resulting from his contractual relationship with Lyonesse to third parties without prior written approval from Lyonesse.

8.9. If a Member has terminated his contractual relationship with Lyonesse 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 regard to his original Membership, in particular, with regard to purchases from his original Lifeline.

9.) Termination of the Contractual Relationship by Lyonesse

9.1. In the event of a termination by Lyonesse in accordance with Clause 14 of the GTCs, the rights and obligations in these Additional GTCs will also no longer apply. Clause 14 of the GTCs remains in force subject to the following additional provisions whereby in the event of a termination by Lyonesse with regards to the Additional Member Benefits, the following rules in this Clause 9 will apply.

9.2. In the event of Lyonesse terminating the contractual relationship in accordance with (a) in Clause 14.2 of the GTCs, Lyonesse 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. Any refund in respect of Down Payments may be in the form of Vouchers of the relevant Loyalty Merchant.

9.3. In the event of Lyonesse terminating the contractual relationship in accordance with (b) in Clause 14.2 of the GTCs, Clauses 8.2 to 8.7 of the Additional GTCs apply in relation to the Additional Member Benefits, provided that the Member has a period of 4 weeks (starting from the termination by Lyonesse) to find a purchaser. Any claims for damages by Lyonesse against 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.) Change of Recommender

10.1. The Member is not entitled to change his Recommender unless he/she 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 to any lifeline, but the Member cannot take his Lifeline.