

## TERMS AND CONDITIONS LOYALTY MEMBERSHIP

The following Terms and Conditions govern the Loyalty Membership and the benefits available thereunder.

All Members subscribing to the Loyalty Membership are urged to read the Loyalty Membership terms and conditions, Membership terms, rules of protection plan and Helo service plan terms described below carefully and, if the Member has any questions, to contact the Wor(l)d's customer care via ticket.

This Loyalty Membership terms and conditions (“loyalty Membership” or “agreement”) is made between Wor(l)d Global Network, with executive offices at 6 Battery Road, 27/03, Singapore 049909 and the Member (“you”) registering for Loyalty Membership.

The participation of the Member in the Loyalty Membership is subject to our Conditions of Use, Privacy policy, Member Agreement, Policies and procedures, as well as all other applicable terms, conditions, limitations and requirements. The Terms, together with applicable terms related to any promotional offers provided to you for use within the Membership, constitute the entire agreement between you and Wor(l)d related to the Membership.

By enrolling the Membership, you accept these terms, conditions, limitations and requirements. We may make changes to these Terms and Conditions or terminate the Membership. If we make material changes or terminate the Membership, we will inform you by official news (example: newsletter).

### Eligibility

#### a) account

Member must have only one account on wor(l)d (as established on our Policies and Procedures).

In the same way, Members may not maintain more than one Loyalty Membership account. So the benefits and privileges will be applied only on the primary account of the Member. In the event Member subscribes the Membership for more than one account, the additional accounts will be cancelled and only the applicable loyalty points will be transferred to the primary account, at sole discretion of the company.

In this case, the Member cannot file any claim to wor(l)d regarding any enrolment bonus or other type of bonuses or benefits.

Also, Member is responsible for maintaining the confidentiality of his account, username and password and for restricting access to his account. Member is responsible for keeping such informations current, complete, accurate and truthful. Member agrees to accept responsibility for all activities that occur under his account, username and/or password. Member agrees to provide only current, complete, accurate and truthful informations.

**b) age**

If you are 18 years old you may join the Loyalty Membership.

**c) e-mail**

To receive information about benefits and privileges and updates about program changes, Member must maintain a valid email address, if wor(l)d decides to communicate with you via email.

**d) activation**

If the Member wants to accumulate points within Loyalty Membership, to take advantage of privileges of the protection plan and of other privileges, his Membership as described below (view “Membership terms”) must be activated.

**Earning Points**

Member can earn points by activating and renewing his Membership.

These points are called Loyalty points and will be credited to the Member within 24 hours after Membership has been activated or renewed.

Wor(l)d will remain exempt of any responsibility if the points are credited beyond the 24 hours period when the delay was caused by updates, interventions or improvements of our system, to major force, actions of third parties that directly or indirectly affect the proper functioning of our systems.

**MEMBERSHIP TERMS**

**Membership**

Loyalty Membership is the subscription that the Member can use to accumulate points.

When the Loyalty Membership is activated and every time is renewed by the Member, he receives Loyalty points.

The Loyalty Membership contained the following wor(l)d services:

a) Helo Pro app activation, b) activation vouchers Helo Pro app activation, c) Protection Plan (with the conditions and limits within this plan), d) Business tools activation, e) Loyalty points.

The Membership's content can be changed by wor(l)d at any time and without prior notice. The communication about the several changes or updates to the Member will be done via the website [www.worldgn.com](http://www.worldgn.com).

Each Membership expires 30 days after the activation. The points accumulated will be cancelled and reset if the Member will not renew his Membership within 7 days (starting from the day following the expiry).

The Membership is divided in the following levels:

Basic: from 0 to 199 loyalty points;

Advanced: from 200 to 799 loyalty points;

Premium: 800 above.

The Member may cancel his Membership in the Loyalty Membership at any time by submitting a ticket to our customer care.

If the Membership is cancelled the Member will forfeit any remaining loyalty point.

If the Member has a negative loyalty points balance, Wor(l)d may immediately cancel or reverse any or all outstanding points.

Wor(l)d reserves the right to terminate the Member's account if Wor(l)d determines, at its sole discretion, that a Member's conduct violates these terms or any applicable law, involves fraud or misuse of Loyalty Membership, or is harmful to our interests or to another customer.

Wor(l)d also reserves the right to deny future Membership if we deem Member's conduct to violate these terms.

Our failure to insist upon or enforce your strict compliance with these terms will not constitute a waiver of any of our rights.

## **Points**

The points must be used in accordance with these terms.

The value of 1 point is 1\$.

The Loyalty points can be used to:

- a) purchase specific products on our website;
- b) participate in the Mobile Forever Program and Wearable Forever Program;
- c) activate the protection plan (within the terms and conditions of the Protection Plan described below).

The loyalty points can be used by the Member to purchase only some products offered on the Wor(l)d website.

To purchase one product available for the loyalty points, the Member must have the loyalty points needed for the whole amount of the products that Member wants to purchase (for example, if the Member wants to purchase a product which costs \$100, Member must have minimum 100 loyalty points).

In this sense, the loyalty points can not be fractionated.

After 12 months of activation of the Membership the points unused will be accumulated in the next 12 months of activation of the Membership.

During the period of 12 months of activation of the Membership, the Member will be able to change his points with only one Phone and with only one Helo.

Points used for purchasing a product that is then the subject of a return, cancellation, refund, declined credit card, cannot be reapplied to your account under no circumstances.

Points may not be transferred or gifted at any time. Points cannot be used on past purchases. Points accumulated on different accounts by different Members may not be combined or aggregated to make purchases of products or for any other reason.

## **PROTECTION PLAN TERMS**

To ensure Member has the full rights to use his Protection Plan, Member needs to have Membership subscriptions active, at least Advanced level.

If Member's device goes broken due to accidental damage and Member has the above mentioned characteristics, he can have access to the Protection Plan benefits.

The Protection Plan is not applied on any collateral warranty (for example, theft).

The Protection Plan can be activated from Advanced level of Membership.

In the same period of consecutive activation of the Membership (12 months), the Member with an Advanced Membership can request the replacement of only one Helo by giving for this replacement 30 loyalty points.

Also, in the same period of consecutive activation of the Membership (12 months), the Member with an Advanced Membership can request the replacement of only one Phone by giving for this replacement 120 loyalty points.

In this sense, the devices replaced within the Protection Plan can not be refunded.

## HELO PRO

Helo Pro is the service that allows Members to make an upgrade of the services contained in Helo app.

Helo Pro does not give points to the Member.

Helo Pro offers to Member a range of additional services for the Helo App like plugins, free or paid, that Members can download and install. It lasts for 30 days from the activation. After these 30 days, without the Helo Pro is renewed by the Member, all additional services will be lost, turning back to the basic functions of the Helo App. Similarly, after 30 days without the Helo Pro is renewed, it won't be possible to use the installed plugins.

## Limitation of Liability

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN CONDITIONS OF USE OF Wor(l)d WEB SITE, IN NO EVENT WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE LOYALTY MEMBERSHIP. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE QUALIFYING PURCHASE, PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE DISPUTE. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR wor(l)d'S NEGLIGENCE, INTENTIONAL, WILLFUL, RECKLESS, OR MALICIOUS MISCONDUCT, OR FRAUD.

## General

By joining the Loyalty Membership, you agree to be bound by the terms and conditions set forth in these Terms and Conditions, as well as any other terms that may be associated with the Loyalty Membership. Wor(l)d reserves the right to cancel, modify, suspend or restrict the Loyalty Membership, your account, the redemption of points, or any aspect of the Loyalty Membership, including, without limitation, the points conversion ratio and the points expiration policy at any time. Any changes can be made without advance notice. Wor(l)d may make these changes even though such changes may affect your ability to use points already accumulated. You are responsible for remaining knowledgeable about the Loyalty Wor(l)d may make these changes even though such changes may affect your ability to use points already accumulated Terms and Conditions.

A Member's points balance, as reflected in wor(l)d records, shall be deemed correct. Wor(l)d reserves the right to determine the amount of points in any Member's account based on wor(l)d internal records related to such member's account. In the event of an inconsistency between the amount accrued in a member's account as stated on any member's receipt and wor(l)d internal records, wor(l)d internal records will control. Wor(l)d assumes no responsibility for errors caused by incorrect Member information. Your right to earn points under the Loyalty Membership is strictly limited. The sale of points is prohibited and may result in the confiscation or cancellation of your points as well as suspension or termination of your Membership, which in each case shall be final and conclusive.

All transactions involving points and all Member accounts are subject to review and verification by Wor(l)d. The points balance in a Member's account may be unavailable for use when an account or transaction is under review. Wor(l)d may revoke any Member's Membership in the Loyalty Membership at any time if such Member engages in abuse of the Loyalty Membership or fails to follow the terms and conditions of the Loyalty Membership. Fraud or abuse relating to the accrual of points may result in revocation of Membership in the Loyalty Membership and may affect a Member's eligibility for participation in any other Wor(l)d Membership, present or future. Points are non-transferable and cannot be redeemed for cash. The interpretation and application of the Loyalty Membership's Terms and Conditions are at the sole discretion and determination of Wor(l)d. For more informations or other questions, the Member can submit a ticket to us.

The Terms and Conditions of the Loyalty Membership are subject to change at wor(l)d's sole discretion at any time and without notice to Members. Upon customer's voluntary termination of their wor(l)d registered account, or if a customer's Membership is terminated for violation of these Terms and Conditions or other activities in violation of the intended good faith use of this site, all points will immediately be forfeited and will no longer be redeemable. Wor(l)d is not responsible for any technical or unforeseen errors that may occur.

Points are non transferable, non redeemable for cash, are non refundable and are not valid outside of wor(l)d.