

# B2B Terms and Conditions for the purchase and use of an activation code for the @media box

Version: May 2024

## Preamble

- A These B2B Terms and Conditions for the purchase and use of an activation code for the @media box ("**Terms and Conditions**") define the rights and obligations of authorized self-employed and commercially active cooperation partners ("**Cooperation Partners**") with regard to purchasing and using activation codes for the @media boxes.
- B **mediaWorld Advertising International FZE**, with registered office at Dubai Silicon Oasis Headquarters, Office F1-105-3, P.O. Box 341422, Dubai ("**mediaWorld**"), provides the @media box and has a cooperation with **myWorld Austria GmbH**, with registered office in Austria, Alte Poststraße 122, 8020 Graz ("**myWorld**"). The focus of this cooperation is the promotion and sale of the @media box. myWorld operates in Austria a Benefit Program ("**Benefit Program**") which enables participating customers ("**myWorld Members**") to receive benefits ("**Benefits**") by purchasing goods, services, travels, etc. ("**Purchases**") on the myWorld online-platform, with online and local Loyalty Merchants (together "**myWorld and Loyalty Merchants**"). In Austria, the activation codes for the @media boxes are sold to Cooperation Partners by myWorld in its own name and account. myWorld uses, inter alia, **myWorld International AG**, Grazbachgasse 87-91, 8010 Graz, Austria, as a service provider for handling the purchase process, with **myWorld International AG** being the (technical) supplier.

## 1. Purchase of activation codes for the @media boxes

- 1.1 **Activation codes** for the @media boxes can be ordered online at <https://b2b.myworld.com> from myWorld by **Cooperation Partners** as part of their self-employed or commercial activity. myWorld, at its own discretion, reserves the right to refuse orders of activation codes for the @media boxes.
- 1.2 The Cooperation Partner can choose between different categories of activation codes which are visible during the order process. By clicking the button "Place a binding order now", the Cooperation Partner submits a binding order. When purchasing activation codes for @media boxes, a Cooperation Partner receives activation codes for the @media boxes. The number of activation codes the Cooperation Partner purchases depends on the selected category.
- 1.3 **The activation codes for the @media boxes can currently be redeemed when the country reaches the minimum order quantity (MOQ).** The @media box is a streaming box that enables myWorld Members ("**Users**") to consume targeted advertising and thereby receive Benefits while watching television, playing a video game or streaming a movie. For more information, please see in clause 2.
- 1.4 The Cooperation Partner will not receive any Cashback in accordance with the General Business Terms and Conditions for myWorld Members when purchasing activation codes for the @media boxes.

## 2. Redemption of an activation code for the @media box as well as delivery, use and activation of the @media box

- 2.1 **The @media box will be scheduled for delivery when the country reaches the minimum order quantity (MOQ). The redemption of an activation code and the delivery of the @media box is dependent on the actual progress of the project. In any case, further information about the timing and method of redeeming an activation code, as well as regarding the delivery of the @media box will be provided.**
- 2.2 The @media box is a plug & play device. A TV set or a game console with HDMI input and a working internet connection are required for a successful start-up. The @media box is connected by the User to a TV set or game console and the User logs in with his personal myWorld log in data. A detailed explanation of the start-up procedure can be found in the operating instructions included with the @media box as well as in the FAQs which can be found at [business.mediaworld.com](https://business.mediaworld.com).
- 2.3 The User selects the advertisements he/she wants to see and receives Benefits like Cashback and Shopping Points for the advertisements consumed.
- 2.4 Furthermore, it is possible to purchase the product seen in the advertisement directly via the @media box.
- 2.5 In order to use the @media box, the @media box must be activated. The @media box is considered activated as soon as the User logs into the @media box for the first time with his personal myWorld log in data.
- 2.6 The @media box can be used in accordance with these Terms and Conditions, subject to an existing membership at myWorld. In the event of termination of the membership at myWorld, the @media box cannot be used anymore.

### **3. Transfer of the @media box to myWorld Members**

- 3.1 The @media box can be passed on by the Cooperation Partner to myWorld Members at any time.
- 3.2 When passing on the @media box, the Cooperation Partner functions as the owner of the @media box and holds all rights and obligations of a transferor. This applies in particular with regard to the clauses regulated in these Terms and Conditions. In case of a resale, the Cooperation Partner takes on the rights and obligations of a vendor.
- 3.3 **When passing on the @media box to myWorld Members, the Cooperation Partner undertakes to indemnify myWorld against any claims.**

### **4 Return of activation codes for the @media boxes**

- 4.1 **Activation codes for the @media boxes cannot be returned, nor can payments made be refunded.**
- 4.2 The statutory liability for defects remains unaffected. Claims for defects are subject to limitation within one year after the purchase of an activation code for the @media box.

### **5 Amendments**

Changes to these Terms and Conditions must be made in writing and confirmed by myWorld. The parties have not concluded any verbal collateral agreements. The amendment of these Terms and Conditions - in particular this clause - is only possible in writing.

### **6 Governing law and jurisdiction**

- 6.1 These Terms and Conditions are subject to the substantive law of the country in which myWorld has its registered office. The conflict of law rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG) do not apply.
- 6.2 The exclusive legal venue for all disputes arising from or in connection with these Terms and Conditions is the duly appointed court in the jurisdiction of myWorld's registered office.
- 6.3 Unless the court proceedings are preceded by a state arbitration procedure, the parties are required to hold a settlement negotiation at myWorld's registered office before initiation of any legal proceedings.

### **7 General Provisions**

- 7.1 Without prior written approval from myWorld, the Cooperation Partner is not authorised to relinquish, assign or transfer the rights and obligations arising under these Terms and Conditions to a third party. Upon the death of the Cooperation Partner, any contractual ties between him and the myWorld group shall be transferred to his next of kin in accordance with the relevant inheritance laws.
- 7.2 The right of the Cooperation Partner to offset claims of myWorld is excluded.
- 7.3 Should any of these Terms and Conditions be or become wholly or partially invalid or unenforceable, the validity or enforceability of the remaining provisions will remain unaffected.
- 7.4 This document was originally prepared in English. Should there be any discrepancy between the English and German versions, the English version shall prevail.