

Preamble

The GWP website (hereinafter referred to as the 'Site') is an e-commerce website accessible via the internet at www.exclusivesandbenefits.co.uk. The website is accessible to any user of the Site (hereinafter referred to as the 'Client') registering for Exclusives & Benefits (hereinafter referred to as the 'Service'). The site is published by GWP, a company with a capital of 31 000 euros - 62 Avenue de la Liberté L-1930 Luxembourg - Registered in the Trade Register of Luxembourg under number B207382 - business authorisation number 10071114/0, issued by the Ministry of Economy of the Grand Duchy of Luxembourg located 19-21 Boulevard Royal, 2449 Luxembourg - VAT number LU28700569, providing the Service.

The telephone number that enables to get in touch with the GWP company is (toll free number from Monday to Friday, between 9am-6pm).

The Site is able to offer Exclusives & Benefits (hereinafter referred to as the 'Products') to any Client.

Any subscription to the Site is subject to consultation and explicit acceptance of the terms and conditions (hereinafter referred to as the 'Terms and Conditions').

The present Terms and Conditions are binding on the Client after registering to the Site, hereinafter referred to as 'Subscription' as per conditions stipulated in Article 3.

GWP and the Client will be called 'Party' or 'Parties' hereinafter.

Article 1. Purpose and Scope of the Service

The present Terms and Conditions are intended to define the contractual relationship between the Client and GWP, for Products offered by GWP to the Client on the Site. The present Terms and Conditions specify the rights and obligations of both Parties with respect to the Products offered on the Website.

Article 2. Certification of Membership

2.1 Eligibility Conditions to the Service

The Client must have Internet access and a valid email address to be eligible to receive discounts and privileges.

The Client can subscribe to the service in two different ways:

- either directly on the Site,
- either after having been redirected to the Site after a completed purchase with an eMerchant partner.

Unless failure on behalf of GWP to respect one of its obligations, GWP cannot be held responsible for the Client's failure to connect to the Internet, the Site, or the inability to gain access to the user account created by GWP for the Service, nor for any damage caused by this inability.

To subscribe to the Service, the Client must be 18 years of age or over, be an English resident and not already be a Client. Clients must be physical persons. Excluded from participation are legal entities or physical persons who enter with professional or commercial interest.

The use of the Service is strictly reserved for personal purchases by the Client. Purchases of goods or

services by a Client only qualify for the Service if they consist of retail purchases exclusively intended for personal or domestic use.

Thus, are therefore excluded purchases made by a Client, directly or indirectly, intended for professional use or resale.

No machine, script or automated aid can be used in connection with the Service, especially not to accumulate Exclusives & Benefits derived from the use of the Service.

Moreover, a Client cannot cumulate Exclusives & Benefits through multiple subscriptions, in particular through use of other e-commerce partners or by creating multiple user accounts.

A person is not able to register to the Service several times and retract, thus benefitting from the Service several times without paying the membership fees.

Hence the following elements will be taken into account, in a non-exhaustive manner, separately or combined, to ensure that this clause or any other condition stipulated in this article will not be violated:

- The credit card number
- The email address
- The Postal address
- The first and last name

The Client must be the holder of the credit card for whose details were entered when registering for the Service. Any subscription to the Service via a bank card outside the European Union (EU) will be refused. Any purchase made with a credit card held by a company will be considered to be a professional purchase and excluded from the benefit of this Contract. Membership of the Service is personal and non-transferable, all purchases made by a person other than the Client, including purchases using a credit card whose holder is not the Client, will not be entitled to discounts and privileges of the Service. The Client must be the holder of the credit card, of which the details are provided when subscribing to the Service.

If GWP notices that a client does not meet one of the eligibility criteria mentioned in this article, GWP reserves the right, by prerogative and at its sole discretion, to:

- request additional supporting documents to verify the veracity of the information provided by the Client and to suspend, until receipt of the required supporting documents, the payment of Exclusives & Benefits accumulated on the Client's user account, or
- close the Client's user account with immediate effect and cancel all Exclusives & Benefits accrued by the Client, whether due or already paid by GWP, for which the latter the Client must immediately repay GWP for the sums already received.

2.2. Order registration

Should a user wish to subscribe to the Service, the user must complete an online form on the Site by entering their contact information, payment details and selecting a password. The user will have to click, after having read and accepted the Terms and Conditions and the [Special Conditions \(to be named hereinafter the 'Documentation'\)](#), on the box 'Yes submit payment'. The user will then have the possibility to verify the detail of his order and correct any eventual errors, before confirming it to express his acceptance. Then, the user will click on the button 'Yes I agree!', which will definitively confirm his subscription.

The submitted contact information by the Client on the Site, the provided credit card details by the Client, and the selected password for a user account, create a valid proof of identity of the Client and by which the Client confirms his/her membership to the Service.

2.3. Order Confirmation

Once the user has validated their order, a summary of the order will be sent by e-mail, to the e-mail address the user entered when registering.

Herein the Client will be reminded of the following:

- the specifications of the order,
- the conditions and procedures to exercise the right of withdrawal,
- the address where he may address any complaints,
- customer service information.

GWP will send these Terms and Conditions, the Documentation and the [withdrawal form](#) to the email address provided by the Client.

The Client agrees to comply with these Terms and Conditions under penalty of suspension or termination of the Contract.

The Client acknowledges that GWP can offer customers new exclusives and benefits other than those defined in the present Terms and Conditions and that these new products could be subject to additional and/or different terms of use which the Client will be required to accept before obtaining access to these new exclusives and benefits.

To obtain a paper copy of his exclusives and benefits, or any other documents concerning membership, the Client should send a request by email to customerservice@exclusivesandbenefits.co.uk.

GWP agrees to put the Service at the Client's disposal throughout the duration of the Contract. The Service is only available by accessing the Site.

GWP strives to make the service available on the website 24 hours a day and 7 days a week. Nevertheless, it is possible that, occasionally, for technical or operational reasons such as maintenance shutdowns, GWP may not be able to provide the service.

Article 3. Products

3.1. Conditions for obtaining products

The Products offered by GWP are those listed on the Site, the day of the consultation of the Site by the Client.

Several Products are offered on the Site: the 'Welcome Bonus', the 'Premium Shopping', the 'Premium Delivery', the 'Loyalty Bonus' and 'Promotional Offers'.

To benefit from these Products, the Client must have authorized the cookies on their browser, made a purchase directly from an e-commerce partner and paid the e-commerce Partner the entire purchase in full using a means of payment in their own name.

The e-commerce Partner means either (i) the e-commerce retailer who has contracted with the Client

to purchase a product or service via its e-commerce site, which has enabled the GWP company to redirect the Client to the Site and offer Exclusives & Benefits products; or (ii) the different e-commerce retailers that appear on the Site and will be offered to Clients to do their shopping and for which the Client will then be contracted directly via their e-commerce website for the purchase of a product or service.

The list of e-commerce Partners is available on the Site by following this link: [List of e-commerce partners](#).

The following purchases therefore cannot lead to Products: (1) purchases made at e-commerce Partners with gift cards, gift transfers or vouchers, (2) purchases of products or services that were already on sale or discounted by the e-commerce Partner (3) offline purchases, (4) purchases of second hand products, (5) all purchases made in violation of these Terms and Conditions.

Moreover, purchases which have not been made directly with the e-commerce Partner may not be entitled to exclusives and benefits.

It does not suffice that the Client only visits the e-commerce Partner's website in order for the purchase to be entitled to Products. It is imperative that the purchase is made directly with the e-commerce Partner and that the payment of the purchase is made to the respective e-commerce Partner and that delivery is carried out by the same e-commerce Partner. Purchases made on the e-commerce Partner's website but obtained directly from other merchants on this site are excluded from the Exclusives and Privileges Service.

In case of a return or cancellation of a purchase and in case of transfer made by GWP corresponding to a 'Premium Shopping', a 'Premium Delivery' or a 'Loyalty Bonus', GWP reserves the right, to on one hand debit the amount of 'Premium Shopping', the 'Premium Delivery' or 'Loyalty Bonus' acquired for this purchase from the credited Client's user account and, on the other hand, to claim reimbursement of these exclusives and benefits from the Client.

The exchanges are not eligible for any 'Premium Shopping', 'Premium Delivery' or 'Loyalty Bonus' should the e-commerce Partner cancel the old order and replace it with a new one without going through the Service. The 'Premium Shopping', the 'Premium Delivery' or 'Loyalty Bonus' are then cancelled and no new 'Premium Shopping', 'Premium Delivery' or 'Loyalty Bonus' will be offered for this purchase since the new order is created directly by the e-commerce Partner.

The list of e-commerce Partners are mentioned on the platform of the Client's user account but also on the Site before any subscription to the Service. This list is subject to adjustments, changes and cancellations as is the content of the Site. The Client commits to check his account regularly to ensure that the 'Premium Shopping', 'Premium Delivery' or 'Loyalty Bonus', have been credited and that the account balance is correct. Should the Client believe that one of the exclusives and benefits have not been properly credited to their account, the Client must immediately contact GWP's Customer Service so GWP can check whether the Client has made a purchase entitling a 'Premium Shopping', 'Premium Delivery' or a 'Loyalty Bonus'. GWP has a period of forty-five (45) days to verify the veracity of the information provided by the Client and to confirm if the client's account will be credited or not.

GWP reserves the right, at any time and at its sole discretion, to request the Client's payment receipts of purchases to verify that such purchases are purchases that are entitled to exclusives and benefits. If it turns out that such purchases are purchases which are not entitled to Products or assuming GWP does not receive the documents requested in the time required to check that they are purchases entitling exclusives and benefits, GWP may refuse to credit the Client's account with the 'Premium Shopping', the 'Premium Delivery' or 'Loyalty Bonus' if not yet paid and to debit the user's account if

already paid.

It is the Client's responsibility to update the information on their account, in particular their postal address, their credit card informations, their International Bank Account Number (IBAN) and BIC (Bank Identifier Code), to facilitate the payment of exclusives and benefits. In the event that this information is not updated within a one year delay, the Client will loose all Exclusives and Benefits they may have accumulated.

The Client can check the status of their account and history of recent benefit(s) at any time.

Except in cases of misconduct by GWP, the latter cannot be held responsible for the discontinuation or withdrawal of any offers by an e-commerce Partner on its site, or for any modification to the exclusives and benefits made by GWP due to this discontinuation or withdrawal.

3.2. 'Welcome Bonus'

One of the products offered by GWP, is the 'Welcome Bonus'. This consists of the repayment by GWP of:

- either part of the amount of the Client's first purchase with an e-commerce Partner that enabled him to subscribe to the Site,
- either part of the amount of the Client's first purchase with an e-commerce Partner completed after subscribing directly on the Site.

The refunded amount is stated in the Documentation.

To obtain a refund, the Client must:

- Upload his proof of purchase in PDF format directly on the Site.

He will be eligible to the 'Welcome Bonus' during a delay of sixty (60) days from the day of his Subscription.

The Client will then have his 'Welcome Bonus' Refund credited on his bank account after verification by GWP that it is a purchase completed with an e-commerce Partner.

This offer is personal, non-transferable and limited to one 'Welcome Bonus' per Client and per Membership.

If the Client has not claimed their 'Welcome Bonus' before the aforementioned period of maximum 60 days following registration on the Site, the Client will automatically lose their right to the 'Welcome Bonus'.

3.3. 'Premium Delivery'

One of the products offered by GWP, is the 'Premium Delivery'. This consists of the monthly refund made by GWP, of shipping costs, paid by the Client for purchases from e-commerce Partners, according to a limited amount as specified in the Documentation.

The amount of shipping costs reimbursed by GWP to the Client can be applied to multiple purchases in the same month but will be limited to the amount specified in the Documentation.

To obtain a reimbursement of delivery costs, the Client must upload within thirty (30) days of his

purchase(s) his purchase(s) invoice(s) (in PDF format) directly on the site. The purchases are exclusively eligible with the e-commerce Partners. The purchase invoice must specifically state the date of the purchase and the amount of the delivery costs.

After verification by GWP that the conditions have been fulfilled by the Client to issue a reimbursement of the delivery costs, GWP will credit on the Client's bank account the reimbursement of the delivery costs to the Client, of which the maximum amount is specified in the Documentation, and within 30 days from the moment the Client uploaded his purchase invoice.

If the Client has not addressed GWP a proof of purchase intended for reimbursement of delivery costs during the actual month of purchase, GWP is not obliged to reimburse the cost of delivery.

This offer is personal and non-transferable.

3.4. 'Premium Shopping'

One of the products offered by GWP, is the 'Premium Shopping'. This consists of a discount, of which the percentage is mentioned in the Documentation, applied by GWP to the VAT free amount of each purchase duly paid by the Client to the e-commerce Partners ('Premium Shopping').

The Client can benefit from the 'Premium Shopping' on several purchases with e-commerce Partners during the same month but will be limited to a maximum amount stated in the Documentation.

GWP guarantees to offer the Client a discount on every purchase made by the Client from an e-commerce Partner.

Regarding bookings of hotel rooms, the purchase is considered duly paid, and therefore entitled to a 'Premium Shopping' once the full price of the room has been paid for by the Client to the hotel concerned. The 'Premium Shopping' can therefore not be applied to any instalments, deposits, cancellation fees, no-show fees or other amounts paid by the Client and not corresponding to the full payment of the price of the room. The percentage of the discount offered to Clients is only mentioned on the Site and on the pages accessible to the Client. The e-commerce Partners' websites do not mention any of these discount percentages and it is the Client's responsibility to find out about the 'Premium Shopping' whilst browsing the Site.

Regarding the bookings of hotel rooms, the Client's account is not credited with the 'Premium Shopping' at the time of booking with the e-commerce Partner of the Site but only when the booking is finally consumed by the Client and charged in full by the hotel. It can therefore take several weeks or months between the reservation itself and before the Client is credited the 'Premium Shopping'.

In case of a purchase, which has been paid in several instalments by the Client to the e-commerce Partner, the Client will not be entitled to claim the 'Premium Shopping' before the full payment of the purchase. The order's confirmation's or orders receipts provided by the e-commerce Partner will not be considered as proof of purchase and will not thus give the rights to the 'Premium Shopping'.

According the French legislation in force, the prices listed on the e-commerce Partners sites can include all taxes, but the amount of the 'Premium Shopping' is calculated on the VAT free price of products or services concerned.

The amount of 'Premium Shoppings' accumulated during a calendar month may not exceed the limit specified in the Documentation and the amounts exceeding this limit shall not be carried forward to the following month.

The accumulated 'Premium Shoppings' will be credited to the Client's account within 48 hours and 15 days from the date of purchase from the e-commerce Partner, provided that the sale with the e-commerce Partner is final and definitive and that the Client has not exercised its right of withdrawal from this e-commerce Partner.

The 'Premium Shopping' will be definitively credited to the Client's account once the purchase is validated by the e-commerce Partner. For any question relative to the amount and/or validation of 'Premium Shopping', the Client can formulate his request by email to customerservice@exclusivesandbenefits.co.uk.

For all 'Premium Shoppings' credited to the account of the Client in the month M, GWP will transfer the amount of the 'Premium Shopping' to the Client at the end of the month M + 2 at the latest, provided that the cumulative 'Premium Shopping' exceeds five (5) euros on the month M. For example, for two 'Premium Shoppings' worth €3 and €4 which were credited to the Client's account between January 1 and January 31, a transfer of €7 will be sent to the Client at the latest by the end of March.

3.5 'Loyalty Bonus'

One of the products offered by GWP, is the 'Loyalty Bonus'. If the Client makes another purchase from the same e-commerce Partner that enabled the Client's Subscription to the Service, 'The First e-commerce Partner', the latter will be entitled to a fixed amount 'Loyalty Bonus' as mentioned in the Documentation.

The Client may benefit from this 'Loyalty Bonus' every month but only once a month when he completes a new purchase with this first e-commerce Partner

This First e-commerce partner is either:

- The e-commerce Partner that contracted with the Client via his e-commerce website and that enabled GWP to redirect the Client to its Site.
- The e-commerce Partner with which the Client's first purchase was completed after subscribing directly on the Site.

This first e-commerce Partner will automatically become the merchant with which the Client will be able to obtain the 'Loyalty Bonus'.

To obtain his 'Loyalty Bonus', the Client must upload his purchase invoice (in PDF format) directly on the Site. The purchase invoice will need to indicate expressly the date of the purchase and the amount of the purchase (excl.tax).

The Client will then have the 'Loyalty Bonus' credited on his bank account, of which the maximum amount is stated in the Documentation, after verification by GWP that it is a new purchase completed with the First e-commerce Partner.

If the Client did not address GWP his proof of purchase to obtain the 'Loyalty Bonus' in the thirty (30) days following his purchase, GWP will not be obliged to credit the amount on the Client's bank account.

This offer is personal, non-transferable and limited to one 'Loyalty Bonus' per month.

The 'Loyalty Bonus' is not applicable during the calendar month of registration and cannot be combined with the 'Welcome Bonus'.

3.6. 'Promotional offers'

Clients can also benefit from 'Promotional Offers' in the form of codes offered by e-commerce Partners.

A list of these promotional codes to be used for the e-commerce Partners products or services is provided for Clients on the Site.

GWP is not responsible for changes or discontinuation of any promotional code on the Site of an e-commerce Partner. It is the Client's responsibility to ensure that all promotional codes are valid.

4. Membership Fee

The Client shall pay a monthly membership fee and this fee will be deducted by GWP every month on the same date as the initial date of the Contract. For example: If the subscription date is June 3, the Client will be charged the 3rd of each subsequent month.

The membership fee is set in the [Special Conditions \(Documentation\) #204662](#).

GWP will only start charging the first month's membership after the one-month trial period, which commences once the Subscription has been processed by the Customer Service. The Client authorizes GWP to automatically debit the membership fee using the bank details provided by the Client.

The systematic issue of invoices for services not exceeding € 25 is not required, however an invoice may nevertheless be issued at the request of the Client.

GWP may, if appropriate, modify the membership fee during renewal periods. The Client will be informed at least thirty (30) days in advance of any change in the membership fee and may choose to terminate the Contract if they wish.

Article 5. Duration and Start of Contract

5.1 Trial period - Right of withdrawal

The Contract starts the day of the Client's subscription to the Service. The Client benefits from a one month trial period from the day of his Subscription and during which he will not pay the membership fee.

The Client can, during this one month delay from the initial start date of the subscription, use the Service free of charge.

The trial period includes the Client's legal right to withdraw within fourteen (14) days from the date of Subscription.

The Client has a fourteen (14) day delay to apply his legal right to withdraw without having justify or pay any penalties.

The withdrawal delay expires fourteen (14) days after the day of the Subscription.

To exercise his right of withdrawal, the Client must notify his withdrawal decision from the present Contract with a declaration devoid of all ambiguity (for example, letter sent through the postal system or by email). The Client can also use the withdrawal form model but it is not obligatory.

A withdrawal form is available on the Site and will also be communicated by GWP to the Client by mail at the moment of his subscription.

GWP will remind the Client, at the moment of his Subscription, the terms and conditions of his right of withdrawal.

The Client may send the withdrawal form by email to GWP's Customer Service team at: customerservice@exclusivesandbenefits.co.uk, or by post to: Exclusives & Benefits - Customer Service TSA 82020 75487 Paris Cedex 10.

If the Client uses the Service during the first month of the Subscription, that use does not affect the right of withdrawal to be exercised according to the terms of this Article.

5.2 Duration of the Contract

The Contract is concluded one month from the Subscription date.

The Membership is then automatically and tacitly renewed on identical successive monthly periods unless either of the Parties decide to not renew the contract or to terminate it.

Article 6 Changes to the Contract by GWP

GWP may have to modify the Contract.

GWP will inform the Client through its Site and by e-mail the implementation of the amended Contract. Any amendment to the Contract will be subject to prior notification of the Client at least thirty (30) days before its implementation. It is the Client's responsibility to check emails regularly or to visit the Site to see if any changes were made to the Contract.

GWP will inform the Client of their right to terminate the Contract if the Client decides not to accept the new terms of the Contract. If the Client decides to terminate the Contract, the Client will need to confirm this by email before the expiration of the thirty-day period.

If the Client has not terminated the Contract within one month after having been informed of the changes in the contractual terms by GWP, the modifications of the Contract will be deemed accepted.

Article 7. Termination of the Contract by the Parties

The Subscription can be cancelled by either Party and at any time.

Either Party can cancel the membership by email at any time, without notice period or having to justify the reason.

In order to cancel, the Client needs to notify GWP Customer Service by sending an email on the Site under URL www.exclusivesandbenefits.co.uk/member/unsubscribe or by calling the Customer Service at .

If GWP decides to terminate the membership, a notification will be sent by email to the email address provided by the Client.

GWP shall not be held responsible for faulty receipt of the cancellation email, independent of any email fault of his own, including a failure of the Internet connection, a failure of the email system that

the client uses for its emails, an incorrect email address provided by the Client, Client's failure to check e-mail, or inform GWP a change in his e-mail address.

The cancellation will take effect at the end of the monthly membership period.

The Client who terminates his membership and has paid his subscription shall have the right to use and receive all the discounts and benefits of the Service for the rest of the monthly membership period. At the end of the said period, the Client will no longer have access to the Service, nor any obligation to pay any further Membership Fee.

GWP also has the right to immediately terminate this Contract, without further formalities except notifying the Client of the termination, if the Client is in breach of the obligations under this Contract.

GWP reserves the right to terminate any membership with immediate effect if the Client provided an invalid payment method when he/she subscribed or if the means of payment provided by the Client expires or becomes invalid during the Contract. An invalid payment method may include a lost or stolen credit card, a credit card that cannot be charged (ex. closed bank account or a bank account where the overdraft limit has been reached), an expired credit card or an invalid credit card number.

GWP also reserves the right to terminate any membership for any improper or fraudulent activity, for example, and not limited to, if a Client subscribes to the Service several times and withdraws before the end of the trial period thus benefitting from the Service several times without paying the membership fee. Similarly, if it turns out that a Client made purchases other than for personal use or if he shared his username/password with non-members in order for them to benefit from use of the Service or if the Client tries to claim Benefits of the Service for purchases made by another person or by using falsified documents. In case of immediate termination by GWP for breach of contract by the Client, GWP has the right to permanently suspend payment of all accrued benefits to the Client's account without any right for the Client to reclaim or request any other form of compensation.

Notwithstanding the other provisions of the Contract, GWP may suspend the Service or terminate the Contract at any time if: (i) the Customer fails to comply with the terms in the Contract; (ii) GWP is informed that the Exclusives & Benefits Service is used for illicit purposes.

Article 8. Retention of Contract

GWP ensures to maintain, for a period of 10 years, the contractual terms that bind the Client to the Terms and Conditions, the [Special Conditions and Documentation](#).

Article 9. Intellectual property

The Site and all content included on this website (text, still or animated graphics, sound, database, software...) are protected by copyright law and intellectual property rights. The Site is owned by GWP.

As such and in accordance with the provisions of the Code of Intellectual Property, only the use of the Site for private use is authorized under reserve to different or even more restrictive provisions of the Code of Intellectual Property. Any other use is constitutive of counterfeit and sanctioned under the Intellectual Property, except preliminary authorization of GWP S.A..

Article 10. Personal data processing

GWP S.A., as responsible for data processing, processes the Member's personal data for the purpose

of managing its order and business relationships. This personal data may be transmitted to the companies that contribute to these relationships such as those responsible for the execution of the services and orders for their management, execution, processing and payment.

The conditions under which GWP S.A. collects and processes Members' personal data are set out in the "[Personal Data Policy](#)" page of the Site.

In accordance with the EU Regulation No. 2016/679, as part of the aforementioned processing, the Member has a right to access, modify and oppose his personal data.

The Cookies management policy of the Site is specified in the document "[Cookies Management Policy](#)" available on the Site.

Article 11. Obligations of Parties

The Client is solely responsible for the use of the Service for its intended purpose as stated in this Contract, in the Documentation available on the Site at the time of Subscription, and the Client acknowledges this information upon Subscription. The Client is responsible for the care of the equipment, to ensure that no other person gains access to the Service. Should the Client suspect fraud and that another person has managed to access his/her account, the Client should immediately notify GWP of this fraud and confirm by recorded delivery.

The Client is not allowed to give third parties access to any part of the Service in return for payment or free of charge, unless expressly agreed and prior written consent has been given by GWP.

Occasionally GWP may change the code, a phone number, change numbers, or interrupt the service for operational reasons for maintenance or in case of an emergency.

GWP will do its best to notify the Client, by any means, including updating the information pages on the Site, as soon as the dates of planned maintenance have been confirmed, and will try to limit the downtime during the day (maintenance usually performed at night), but will not be able to guarantee the continuity, consistency or quality of access to the Site during this time.

In order to provide the Service to the Client, GWP will collect, use and in some cases, disclose certain Personal information provided by the Client to Third parties. The Client hereby consents to the collection of data, use and disclosure of personal information under and subject to the Privacy Policy and the use of Cookies by GWP.

GWP is not responsible for the unavailability of the Service as a result of an error caused by telecom companies.

GWP will not be liable for any eventual indirect damage suffered by the Client particularly: loss of operations or information. The Client commits to keeping a backup of all information incorporated into the user account including in particular its 'Welcome Bonus', 'Premium Shopping', 'Premium Delivery', 'Loyalty Bonus' and 'Promotional Discount'.

The Client is responsible for use of the Service.

The Client acknowledges that although GWP is the provider of certain Services, other services or products can be supplied by the e-commerce Partners.

The Client acknowledges that, in these circumstances, GWP has no control over the quality or safety of products and services offered or provided by e-commerce partners, veracity or accuracy of the

listings or information received or the ability of e-commerce Partners to sell services or products. The Client acknowledges and agrees that GWP does not provide any warranty, expressed or implied, concerning e-commerce Partners, of merchantability or adequacy for a particular purpose of the goods or services purchased by the Customer with the said e-commerce Partners, whether from the use of commercial or other uses.

The Client also acknowledges that GWP cannot be held responsible if the e-commerce partners ultimately do not conclude the sale or provision of services they offer.

As for the products or services provided by e-commerce partners, GWP cannot be held liable by the Client: (i) if the e-commerce partners fail to provide products or services as agreed (ii) for any delay in the provision of goods or services, regardless of the cause of delay, or (iii) any damaged, defective product or service. The Client acknowledges and agrees that GWP therefore has no part in the transactions between the Client and the e-commerce partners, and GWP will not have any responsibility as such. If the Client purchases products and/or services from e-commerce Partners, the Client becomes a client of the e-commerce partners and must direct all comments, complaints or inquiries related to his/her purchases directly to these e-commerce partner, not to GWP. All rules, policies (including privacy policies) and operating procedures of these e-commerce partners will apply to the Client while using the websites of these online e-commerce Partners. No reference or link from the Site to any product, service and/or condition of an e-commerce Partners implies an endorsement or recommendation by GWP.

The Client expressly agrees that the use of the Service, and any product or service acquired through the Service, is at his own risk and that the Service is provided 'as is' and 'as available' and that these uses do not engage the responsibility of GWP except in case of failure to perform one of its obligations.

GWP will not be held liable, irrespective of any fault on his part, for the reception failure of emails sent by GWP to Clients that may be the result of a failure of the Internet connection, a failure of the mail system that the Customer uses for emails, an incorrect email address provided by the Customer to GWP, a Customer's negligence to check his emails or inform GWP of a change in his email address, or an email delivery failure by the email provider.

Article 12. General Use

The Client will connect to the Service through use of telecommunications equipment according to the Documentation and specifications. GWP shall not provide the Client with any material, telephone installations, terminal equipment or other, nor software.

The Contract may not be transferred by the Client, in full or partly, without express prior written consent by GWP. GWP may transfer all or part of the Contract, subject to informing the Client and provided that the assignee is committed to the same terms as the Client. Furthermore, GWP will have a right to choose any subcontractor to execute some or all of the services named in this document.

The Client agrees to keep all information confidential regarding the Service, in particular the login and access code assigned to the Client which are personal and non-transferable. Entering the access code associated with the user name of the Client, or the use of an authentication service provided by a third-party service on the Site constitutes the valid proof of identity of the Client during the use of the Service.

The fact that GWP does not prevail at a given moment to any provision of these Terms and Conditions shall not be construed as a waiver to take advantage later of any of those provisions.

In case of force majeure, the obligations of the prevented party are suspended and particularly in cases of: (i) act or omission of government or higher competent authorities; (ii) blocking of telecommunication networks; (iii) insurrection, civil war, war, military operations, state of national or local emergency, fire, lightning, explosion, flood, storm or act of a third party.

Article 13. Entire Agreement

The present Terms and Conditions, the order summary sent to the Client and the Documentation, form a contract and constitute the entire contractual relationships between the Parties.

Article 14. Governing Law and Jurisdiction

The Contract shall be governed by, and construed in accordance with British law. Any dispute arising in connection with its interpretation and/or enforcement will be settled to the jurisdiction of the British courts.

Article 15. Complaints and mediation informations

For all complaints, the Member must send a registered letter with acknowledgment of receipt to the Service Claims Exclusives and Benefits to the following address : Exclusives & Benefits - Complaints and mediation - TSA 82020 – 75487 PARIS CEDEX 10.

Online Dispute Resolution Platform: In accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission has set up an Online Dispute Resolution platform, facilitating the independent settlement of disputes by out-of-court measures online between consumers and professionals in the European Union.

This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>

Detail of the Specific Conditions #204662 (Documentation)

Monthly subscription - £25

Amount of the Shopping Premium - 20%

Maximum Monthly amount of the Shopping Premium refunds - £230

Amount of the Welcome Privilege Bonus - £20

Validity period of the Welcome Privilege Bonus - 60 days

Maximum Monthly amount of the Premium Delivery Bonus - £230

Monthly amount of the Loyalty Bonus - £10

GWP S.A.



**Withdrawal form for the paid subscription service
Exclusives & Benefits**

Exclusives & Benefits
Customer Service
TSA 82020
75487 PARIS CEDEX 10
customerservice@exclusivesandbenefits.co.uk

Withdrawal form to send by post to the address above

or by email: customerservice@exclusivesandbenefits.co.uk

Name:

First Name:

Address:

Email:

Phone:

Dear Madam/Sir,

I subscribed to the paid subscription service Exclusives & Benefits on/...../..... (date)

The terms and conditions of Exclusives & Benefits allow me to cancel this paid subscription service without penalty or explanation within 14 days after the subscription date.

Therefore, I hereby give you notice of my withdrawal from the contract for the paid subscription service Exclusives & Benefits.

Yours faithfully.

Signature

GWP S.A.

The data you provide is intended for the relevant departments of GWP, for the purpose of termination of the contract with GWP, in order to allow you to exercise your right of withdrawal. They are kept for the time necessary to manage the business relationship. However, any data allowing the establishment of the proof of a right or a contract, or kept for the respect of a legal obligation or regulation, can be the object of a policy of archiving, and be preserved for this purpose in accordance with the legal provisions (limitation periods, legal obligations of conservation, etc.).

The data collected via this form are not intended to be transferred to third parties and remain on the territory of the European Union.

You have a right to access, rectify and delete your personal data, and if applicable, a right to the portability of your data.

You may request the limitation or oppose the processing of your data, or if necessary, withdraw your consent. You can also set guidelines on what should happen to your data after you die.

You can exercise these rights by writing to the following address:

GWP S.A – 62 Avenue de la Liberté – L-1930 Luxembourg

Or by email to this address: customerservice@exclusivesandbenefits.co.uk

Withdrawal form to send by email to:
customerservice@exclusivesandbenefits.co.uk