Terms of Use

A. The following Terms of Use regulate the use of the website run by myWorld 360 AG Grazbachgasse 87-93, 8010 Graz, Austria (hereinafter referred to as 'myWorld') and access to the myWorld Benefit Lounge ("Benefit Lounge"). myWorld has commissioned myWorld International Limited, 3rd Floor, 40 Bank Street, London E14 5NR, UK, with the operational processing of the payment process for the Benefit Lounge. If you wish to make purchases in the Benefit Lounge, in addition to this Terms of Use the General Terms and Conditions for purchases on the Benefit Lounge, apply, which you can access via the following link benefits.myworld.com.

B. Users of this website agree to these Terms of Use. myWorld can amend and supplement these Terms of Use from time to time by updating these Terms of Use.

C. myWorld expressly reserves the right to amend, supplement and delete parts of the website or all that is on offer or to adjust the publication either temporarily or indefinitely, in particular if the continued performance of services of partial services is no longer possible for the provider from a financial standpoint.

1. LICENCE AND ACCESS

1.1. Given the pre-requisites set out in these Terms of Use, myWorld grants you a license to access and use the Benefit Lounge. You may only use this access for private purposes, this means only for purposes which are not connected with the running of a business. The license is non-transferable and refers exclusively to the use of the Benefit Lounge.

1.2. The license does not entitle you to record or use product information, descriptions or prices or to download or copy content and account information, to run data mining, robots or similar data recording and extraction programs.

1.3. When making use of the access to the Benefit Lounge, you may not, in so far as myWorld has not previously expressly consented, damage, restrict or shorten myWorld's copyright.

1.4. myWorld does not permit individuals who are not yet at least 18 years of age, (and not considered contractually capable), access to the Benefit Lounge.

1.5. The use of the offer on Benefit Lounge is only possible in the context of an existing myWorld membership.

1.6. Registration with myWorld, as well as the use of the Benefit Lounge is free of charge for the customer.

2. YOUR ACCOUNT

2.1. You may only make purchases in the Benefit Lounge in connection with an existing myWorld membership (see Item 1 of the Terms of Use). You can use your account until such time as you terminate your myWorld membership (detail scan be found in the general terms and conditions for myWorld members), delete your account, your access to the Benefit Lounge will be blocked by myWorld or we choose to discontinue the Benefit Lounge.

2.2. myWorld may block your access to the Benefit Lounge in particular for any of the following important reasons:

(i) If you use the account for any purpose for which it is not intended, or to interrupt, damage or in any other way interfere with the Benefit Lounge or access to it (for example, using malware); or

(ii) if you use your account in a way which is in breach of these Terms of Use; or

(iii) If you use your account fraudulently or in connection with any criminal offence or unlawful activities, including money laundering or fraud; or

(iv) if you use your account to cause any nuisance, inconvenience or provoke fear;

2.3. myWorld will block your access and use of the Benefit Lounge with immediate effect. We will inform you via email. Notwithstanding this, those provisions of the Terms of Use that are intended to survive termination for any reason, including clause 4. (Liability) remain.
3. INTELLECTUAL PROPERTY RIGHTS

3.1. The total content which the Benefit Lounge contains or which it produces, such as: text, graphics, logos, button icons, images, audio clips, digital downloads and data collection, are protected and are available exclusively to myWorld or to its licensors, who supply and/or provide the content.

3.2. You may not systematically extract or reuse parts of any myWorld service without the prior express written consent of myWorld. In particular, you may not initiate any data mining, make use of robots, perform data crawling or use similar data collection or extraction programs with a view to extracting any vital parts of the Benefit Lounge and reusing these (irrespective of whether you wish to perform this action only once or multiple times) without myWorld’s prior express written consent. You may not create and/or publish your own data bank containing important components of any service provided by myWorld (for example, myWorld prices and product information) without myWorld’s prior express written consent.

3.3. myWorld graphics, logos, headers, button icons, scripts and service names which are included as part of a myWorld Service or have been prepared by them, are brands and trademark rights belonging to myWorld. myWorld brands and trademark rights may not be used in connection with any product or service which does not belong to myWorld in any way which might lead to confusion of the customer or degrade or discredit myWorld.

3.4. All other brands and trademarks which are not owned by myWorld and appear as part of a myWorld service are the property of the respective owner. myWorld respects the immaterial property rights of third parties. If you are of the opinion that your immaterial property rights have been used in any way which gives rise to suspicion of violation, please inform myWorld customer services using the following email address: customerservice@myworld.com.

4. MYWORLD LIABILITY

4.1. myWorld strives to ensure that the Benefit Lounge is available continuously and without interruption and that communications can take place without issue. However, your access to the Benefit Lounge may be interrupted occasionally or otherwise restricted so that repairs, maintenance or services can take place or in the event of force majeure (including but without limitation, any outage of internet service provisions) which is out of the reasonable control of the provider and thus he is not obliged to substitute these services. myWorld strives to limit the frequency and duration of these temporary interruptions or limitations.

4.2. myWorld accepts liability for damages incurred whilst using the Benefit Lounge as well as services and products if the causes of the damage can be attributed to an intentional or gross negligent breach of duty by myWorld or its legal representatives or vicarious agents. An intentional breach of duty is in existence should myWorld or its vicarious agents not perform a duty intentionally, deliberately and willingly. A grossly negligent breach of duty is given if myWorld or its vicarious agents do not fulfill a duty of conspicuous carelessness, i.e. the behaviour deviates extremely from the due diligence.

4.3. myWorld is not liable for any material or immaterial damage which do not result from an intentional or gross negligent breach of duty on the part of myWorld, their legal representatives or vicarious agents (including but without limitation a loss of profits, loss of revenue, reliance losses, damages due to loss of data, claims based on unjust enrichment, legal fees, or contract brokerage fees), which occur as a result of using the information provided or using incorrect or incomplete information.

4.4. Furthermore, myWorld is not responsible for hyperlinks or their content. myWorld assumes no liability of any kind for the current status, accuracy, integrity, legality or quality of hyperlinks. Any liability lies with the provider of the linked website. myWorld has no control over the current or future structure or contents of these hyperlinks. Therefore, myWorld expressly distances itself from the contents of all hyperlinks which were changed after the linked was added, as well as from entries made by third parties in myWorld’s guest books, discussion forums and mailing lists. Continuous monitoring of the linked websites is not reasonable without substantial proof of legal infringements. As soon as myWorld becomes aware of such legal infringement, the hyperlink will be removed promptly.
4.5. For potential illegal activities or information provided by electronic links which link the Benefit Lounge site to other sites on the worldwide web, myWorld is only liable where it has been made aware in writing and has failed to promptly remove the information or to block access to it within a reasonable time period. Content of a discriminating, offensive, morally reprehensible or illegal nature may be removed by myWorld at any time.

4.6. This disclaimer shall be considered a component of the website. If parts or single phrases in this text do not, only partially or simply no longer correspond to the current legal situation, the remaining part of this document, its contents and validity remain unaffected.

5. GENERAL

5.1. Austrian Law applies with exception of UN Purchase Law (CISG) and the conflict of law. The competent court in Graz shall have exclusive jurisdiction for all potential disputes arising out of or in connection with these terms and conditions. For contracts involving consumers, the consumer has the choice between the court in whose district the domicile, habitual residence or place of employment of the consumer is located and the jurisdiction located at the myWorld premises. Although Austrian Law is applicable to the present business relationship, you can also call on the mandatory consumer protection regulations implemented by the state in which you live, insofar as this state is a member state of the European Union. In this case, you may file a claim in connection with these conditions of use which are the result of consumer protection norms, both in Austria and the EU member state where you live.

5.2. The European Commission makes a platform for the purpose of online dispute resolution available via the following link https://ec.europa.eu/consumers/odr/ (‘OS Platform’). myWorld strives to resolve all potential differences of opinion which could conceivably arise from this contractual relationship amicably. myWorld is not obliged to participate in an arbitration procedure and cannot offer you the opportunity to partake in such a procedure.

For any further questions regarding these Terms of Use and the General Terms and Conditions, please contact us at:

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