

GENERAL TERMS & CONDITIONS FOR BRAXCLUB MEMBERSHIP

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1. Acceptance of the Terms of Use

These „GENERAL TERMS & CONDITIONS FOR BRAXCLUB MEMBERSHIP“ are entered into by and between **You and BRAX Store GmbH & Co. KG** (referred to as “**BRAX**,” “**Company**,” “**we**,” or “**us**”).

Please read the GENERAL TERMS & CONDITIONS FOR BRAXCLUB MEMBERSHIP carefully before you join the **BRAXCLUB**. By using the **BRAXCLUB** or by clicking to accept or agree to GENERAL TERMS & CONDITIONS FOR BRAXCLUB MEMBERSHIP when this option is made available to you, you accept and agree to be bound and abide by these GENERAL TERMS & CONDITIONS FOR BRAXCLUB MEMBERSHIP, Terms of Use, our [Privacy Policy], and our [Terms and Conditions For Online Sale of Goods and Services], incorporated herein by reference. If you do not want to agree to these GENERAL TERMS & CONDITIONS FOR BRAXCLUB MEMBERSHIP, Terms of Use, the Privacy Policy, or the Terms and Conditions For Online Sale of Goods and Services, you must not access or use the Website.

This Website is offered and available to users who 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

ARBITRATION NOTICE: PLEASE READ THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS IN THE DISPUTE RESOLUTION AND BINDING ARBITRATION SECTION IN THE TERMS OF USE. THOSE PROVISIONS AFFECT HOW DISPUTES ARE RESOLVED. THE ARBITRATION AND DISPUTE RESOLUTION SECTION, WITH LIMITED EXCEPTIONS, REQUIRES YOU TO SUBMIT DISPUTES AND CLAIMS YOU HAVE AGAINST BRAX TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS. PLEASE READ THOSE PROVISIONS CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS.

2. Your BRAXCLUB Membership

Brax Store GmbH & Co. KG (BRAX) offers **BRAXCLUB** members various exclusive benefits. As a **BRAXCLUB** member, you receive Bonus Points based on the amount of your purchases when you present your personal **BRAXCLUB** Card or identify yourself as a member of the **BRAXCLUB**. These Bonus Points are credited to your personal account and then converted into vouchers

that you can redeem through the Online Shop [Website des Shops]. Please keep in mind that can redeem your vouchers only through the BRAX-Online Shop.

You must be at least 18 years of age to be eligible for **BRAXCLUB** Membership.

3. Bonus Points and Vouchers

As a **BRAXCLUB** member, you earn Bonus Points based on the amount of your purchases according to the rules set forth below whenever you purchase merchandise through a participating BRAX Online-Shop at the regular price or at a discounted price.

Whenever you make a purchase and present your **BRAXCLUB** Card or refer to your Membership, you will receive Bonus Points in an amount equal to at least 3% of the purchase price (1 Bonus Point equals 1 €-cent converted in \$-cent (Exchange rate on the day of crediting)).“ The Bonus Points for each purchase are recorded and remain valid for a period of 24 months. If you have accumulated Bonus Points reaches a value of at least 500 Bonus Points, you will receive a voucher at the start of the next season for an amount corresponding to that of the Bonus Points you have earned. The corresponding Bonus Points automatically expire when the voucher is issued. You can then apply the voucher to the next purchase you make through the BRAX Online Shop. Only one voucher may be redeemed per purchase. Vouchers may not be redeemed for cash.

If a purchase is cancelled (return, exchange, etc.), the corresponding Bonus Points will be deducted from the current balance of the Bonus Point account. If vouchers have already been issued for such Bonus Points, any negative balance will be deducted from points earned in future accounting periods. Points are awarded only upon presentation of a **BRAXCLUB** Card or reference to a virtual **BRAXCLUB** Card. Retroactive issuance is not possible. If the credit balance from Bonus Points does not amount to at least 500 Bonus Points, any Bonus Points earned more than 24 months previously will expire.

4. Current Bonus Point Balance

You can obtain your current Bonus Point balance online at www.braxclub.com. In addition, your current Bonus Point balance will appear on every receipt. Any claims as regards the correctness or completeness of a transaction must be received within one month after the corresponding purchase. Claims must be accompanied by the corresponding cash register receipts or invoices. Transactions will be considered to have been correct if no claims are received.

5. Loss of Card

If you should lose your **BRAXCLUB** Card, you can apply to the **BRAXCLUB** for a replacement. Please notify the **BRAXCLUB** accordingly if you suspect that your **BRAXCLUB** Card has been lost or is being used by an unauthorized third party.

6. Data Protection Policy

Brax Store GmbH & Co. KG (hereinafter referred to as “We”) is responsible for processing the personal data of users of the **BRAXCLUB**. You will find our contact details at www.braxclub.com, and the Data Protection Officer who can be reached at datenschutz@brax.com will be your point of contact for any questions regarding the processing of personal data.

The security of your data is an important priority for us. The following information tells you what personal data we process in connection with **BRAXCLUB** Membership and how we handle such personal data. If you have applied for Membership in the **BRAXCLUB** online or visit our site in connection with your Membership, you will find further information on how we process your personal data in the Data Protection Policy for our site, which is available at www.braxclub.com.

Personal data consist of information on your person or circumstances. This includes information on your identity such as, for example, your name, your e-mail address or your postal address. Information that cannot be used to establish your identity (such as, for example, average amount of purchases) is not considered personal data. **BRAXCLUB** Membership requires that you disclose personal data to BRAX. Information that is absolutely necessary is identified as mandatory or required. Any other information that is requested but not identified as mandatory or required is voluntary.

However, you can decide whether to earn Bonus Points and log in to do so whenever you make a purchase. Once you log in, all purchases made will be recorded in a customer account maintained in connection with your **BRAXCLUB** Membership. We will also use the information you provide to notify you of special offers that could interest you – always, of course, in compliance with regulations governing data protection. **BRAXCLUB** Membership makes it necessary to store certain personal data, including in particular your name, address, date of birth and gender. Information on your purchases will also be stored for the purposes of calculating your Bonus Points. Data on use will be also stored by web analytics providers. This information is stored to permit operation of our Bonus Program and prepare personalized offers for members. This will involve sending you personalized information (advertising) at regular intervals by postal mail or – if you consent – by e-mail.

We will use your personal data exclusively to provide services in compliance with your wishes and applicable regulations governing data protection. In the event we use external providers to perform our services, their access to your data will be limited exclusively to the extent required to perform such services. We take technical and organizational measures to ensure compliance with regulations governing data protection and require that our external providers agree to do so as well. Your consent within the meaning of Art. 6(1) a of the General Data Protection Regulation (GDPR) or performance of a contract within the meaning of Art. 6(1) b of the GDPR provides the legal basis for processing your data. Such data will be stored for the duration of your **BRAXCLUB** Membership unless you request that they be deleted prior to that time.

We will also not make your personal data available to third parties without your express consent and in particular not for advertising purposes. We will make your personal data available to third parties only if you have given your consent or if we are authorized or required to do so by law and/or regulatory or statutory requirements.

You have the right to receive information on your personal data, where it was obtained and who received it as well as on the purposes for which it is processed. Under the provisions of law governing data protection, you may also have the right to require correction, restriction of processing and extinguishment of personal data if the conditions for further storage do not (or no longer) exist. You may at any time revoke consent to process your personal data in the future. You may also object to the processing of your personal data.

Please contact our Data Protection Officer if you feel that we are not processing your personal data in compliance with this Data Protection Policy or the applicable provisions of legislation governing data protection. Our Data Protection Officer (datenschutz@brax.com) will then look into the matter and inform you of the results of our investigation. You also have the right to file a complaint with the competent regulatory authority.

6. Cancellation, Termination and Amendment of the General Terms & Conditions for Membership

Your Membership will remain in effect for an indefinite period that will commence upon confirmation of your **BRAXCLUB** Membership by BRAX Store GmbH & Co. KG. You may terminate your **BRAXCLUB** Membership with immediate effect at any time by notifying BRAX at **BRAXCLUB**, P.O. Box 100250, 45602 Recklinghausen, Germany.

BRAX may terminate your Membership with effect as of the end of any month upon 14 days' notice. This will not affect termination of Membership for good cause. Notification of termination must be made in writing.

In the case of termination by either of the two parties, you agree to disable your **BRAXCLUB** Card without delay. **BRAX** also reserves the right to amend or expand these General Terms & Conditions for Membership. Any such amendments or additions will take effect if the cardholder fails to object within 6 weeks after receipt of notification of such changes.

Any amendment of the Terms & Conditions for Membership that affects calculation of Bonus Points will not affect any rights accrued under the previous version of the General Terms & Conditions for Membership. In particular, rights in Bonus Points and vouchers acquired under the previous General Terms & Conditions for Membership will not be affected by any subsequent amendment.