# GENERAL CONDITIONS OF USE AND SERVICE

For your information and a good use of the website, we strongly recommend that you download, print and maintain the general conditions of sale. <u>Click here</u>

## Subject

These General Conditions of Use and Service (hereinafter, "General Conditions") are intended to govern the conditions of subscription to the Website **SAVETHEDEALS** (hereinafter, the "Website") by any user over age (hereinafter, the "User") of the Website. This subscription to the Website allows Users to benefit from rebates and cashback offers, as well as access to a set of information about the offers of e-merchants and about the exclusive offers proposed in **SAVETHEDEALS** (hereinafter, the "Service"). The offers from which the User can benefit can be communicated by email and / or through the Website.

To register on the Site and register for the Service, the User must unconditionally accept the General Conditions.

Any request for information or connection made by the User on the Site, as well as any use thereof, whatever it may be, implies the entire and unconditional acceptance of these General Conditions.

# Legal warning

Both the management of content as well as the edition of the Website correspond exclusively to the company

Wave Rock Ltd, domiciled 1 George Street #10-01, Singapore 049145 and registered under the number 201907415R (hereinafter, the "Company").

#### **Customer service:**

For any question or information regarding the General Conditions or our Services, the User can contact our Customer Service:

By email on the Page, by clicking on the "contact" link, at the bottom of each Page or by sending an email to the address **support@savethedeals.com**. Our Customer Service will endeavor to respond to you within 24 hours of the request during business days.

## Order

The Service proposed on the Website is a paid subscription service that allows the User to have access to a set of information regarding smart shopping at advantageous prices on the Website. It allows you to obtain exclusive rebates, thanks to the promotions called "Cashback" (Reimbursement of part of the amount without taxes of your purchases), reduction codes (Promotions and temporary discounts that remain active on the Website between one (1) and two (2) weeks), and each week, users can also benefit from an "OFFER FOR 1 DOLLAR", among 4 that we will offer.

This offer will be sent to all Users subscribed by email every Monday and is reserved exclusively for subscribers and subject to limited availability. The Company will determine the time of referral of said offer, in any case the limitations will be fixed according to the demand of said offer, oscillating in any case between 50 and 150 subscribers. To be able to enjoy said offer, the User must pay the amount of one (1) DOLLAR by credit card.

The conditions of access and use to the so-called "1 DOLLAR OFFER" are specified in more detail in the section of particular conditions of these General Conditions.

The Company is not the author of the selected bids and does not intervene in its capacity as seller, being limited to acting as intermediary. In this sense, the Company obtains, through the Internet in general, special offers of well-known brands in the market, grouping them for Users.

The User wishing to register for the **SAVETHEDEALS** Services must visit the Website or one of the Landing Pages dedicated to one of the offers and apply for the welcome offer to which he wishes to have access.

Once the desired offer has been accessed, the User must fill out the form provided for that purpose within the Website, having to complete all the mandatory fields and expressly accept the privacy policy, as well as these Conditions of use. Any incomplete application can result in a poor provision of services. The User guarantees that all the information provided in this form is correct, updated and accurate, and in no way deceptive. The User undertakes to inform **SAVETHEDEALS** of any change or modification of electronic mail, through which the Service will be provided. The User acknowledges and accepts that the information entered at the time of creating his account is a true proof of his

true identity. The information provided by the User will be considered true and valid. **SAVETHEDEALS** reserves the right to verify the accuracy of the data provided by the User. It will not be possible for the same person (with the same name, last name and address) to have more than one account.

Once the corresponding form has been completed with all the necessary data, the Website will redirect the User to the secure payment page, where you must enter the number of your credit card, corresponding to the account in which you wish the rate for the monthly service to be applied.

The User has the possibility to verify the details of their registration before confirming them.

Once registered and after paying for the Service in accordance with the section "PRICE AND PAYMENT METHODS", the User will receive an email confirming the registration.

The User will receive weekly an email with shopping information, with all the news of the e-merchants selected by The Company, as well as information about the offers that can be obtained through the Website and all the information necessary for the good practice of the e-shopping. For this purpose, the Company will obtain the express consent of the User.

#### Price and payment methods

The monthly price of the Service is \$50.90 for the first month, \$66.9 for the second month and \$82.90 for the following months, including taxes, amount corresponding to the monthly subscription.

The charges will be done in euros.

The monthly payment will only be made through a credit card. From then on, the monthly price of the Service will be automatically registered in the User's account.

The first monthly fee of the Service will be charged to the account number provided by the User, after 72 hours from the moment of registration. During these first 72 hours, the User will be entitled to a free trial period, being able to subscribe to the "1 DOLLAR welcome offer", whose characteristics will be specified later in the section of particular conditions of these General Conditions, paying together with the first monthly fee of \$50.90 (VAT included), in the case of completing the subscription, the amount of \$1 (VAT included) as a welcome offer. The total that the user will have to pay is \$51.90 including VAT.

In accordance with the foregoing, the User authorizes The Company to charge one (1) DOLLAR in his account, in addition to the amount of \$50.90, including taxes, from the expiration of the 72-hour trial period, provided that the User has chosen to benefit from the "1 DOLLAR welcome offer".

The following monthly installments for the provision of the Service will be charged to the User's account **between the 1st and the 31st of each month**.

The corresponding financial institution must authorize the User, at the time of registration, to be able to domicile their bank account and thus consider the order for the provision of the subscribed Services to be final. This authorization will be valid for future months, except in case of cancellation in accordance with these General Conditions.

The Company under no circumstances retains or has the possibility of saving the banking information of the Users, in accordance with the regulations in force, in order to guarantee the security and confidentiality of said data. The User may request his invoice by contacting customer service at the address: **support@savethedeals.com**.

**SAVETHEDEALS** uses SSL (Secure Socket Layer) encryption systems in order to protect any data or confidential information provided by Users.

To obtain the reimbursements of the Cashbacks and Coupons of the Company, it is indispensable to open a Paypal account.

# The payment solution Comfort

To enable its users to benefit from a easy payment, the site has set up the split payment.

This payment solution is automatically activated following a denial of authorization request or collection by the bank of the user. It's **free.** 

Once the User provides their credit card number during the registration process, they will have a 72-hour trial period.

Unless the User cancels their registration, the 72-hour trial period is automatically transformed into a monthly payment subscription. In this sense, the Service is established for a period of one (1) month, extendable for successive monthly payments, except in the case of cancellation.

During the trial period, users can not benefit from CashBacks, but have access to Third Party Offers.

#### **Termination of service**

#### By User (unsubscription)

The User can unsubscribe from the Service at any time and for any reason by express statement to The Company

The User has two ways to communicate and make effective your withdrawal from the Service: (i) by sending an email to the Customer Service to the following address: **support@savethedeals.com** or (ii) through the "Unsibscribe" tab of the User Area of the Website, specifying the email address with which the User is registered.

Subscribers must communicate their intention to unsubscribe by the 20th of each month. In other words, he will have until the 20th (00hs) of each month to cancel his subscription and avoid being automatically billed for the following month. For example, if the customer cancels his subscription on June 19, he will not be billed for the following month. On the other hand, if the customer cancels his subscription on June 20, he will still be billed for his July subscription.

The User will receive an email confirming the cancellation of the subscription as soon as possible.

At the end of the monthly subscription period in progress, the User will not be able to access the Service, and will not be obliged to pay the monthly fee of \$50.90 for the first month, \$66.90 for the second month and \$82.90 for the following months, including taxes (except for the cost of the Internet connection).

The withdrawal of a User to the Service will not result in the refund of the price already paid.

The Company reserves the right to cancel the Service at any time and for any reason, provided that there is a notice of fifteen (15) days. The notification of cancellation of the Service to the User will be made through the electronic mail that was facilitated at the moment of inscription. In its case, the Company will reimburse the User for the expenses it has paid, proportional to the current monthly subscription period that he cannot enjoy. The User whose account is canceled by The Company will not be able to use the Service anymore and will not receive more information emails.

Right of trial

The User has the possibility to test the Service free of charge for 72 hours. During this 72-hour trial period, the User will be able to view all the coupons and special offers for members subscribed to the **SAVETHEDEALS** services. Only the Users that after said 72-hour period have duly registered and subscribed to the Website, under the terms and conditions defined in these General Conditions, may benefit from the coupons and special offers. The User may end this trial period at any time within those 72 hours, in which case he will not be obliged to pay the monthly fee to The Company or to pay the amount of \$ 1 as a welcome offer.

Right of withdrawal

The consumer shall have a period of fourteen days in which to exercise his right of withdrawal from a contract concluded at a distance, following a cold call or off-premises, without having to give reasons for his decision or incur other costs. The period referred to in the first paragraph shall run from the day: receipt of the goods by the consumer or a third party, other than the carrier, designated by the consumer, for contracts for the sale of goods.

## **Exclusion of Liability**

The User acknowledges that the Service consists of searching for offers on the Internet. The Company cannot be responsible, in any case, for the services offered by the merchants who make such offers.

The Company will not be responsible for the breach or delay in the execution of the Service derived from the difficulties or impossibilities that the Users have of momentary access (i) to their Internet connection or (ii) to their computer equipment or (iii) to their account of electronic mail, that have their origin in external circumstances, force majeure, or any other incident that may arise due to interruption of the telecommunications network. In such cases, the Subscribing User must be aware of the complexity of the networks and of Internet traffic, as well as that the existing security measures for computer equipment on the Internet are not fully reliable. Therefore, The Company cannot guarantee that the functions available on the Website will not have errors or that the server is free of viruses.

The Company does not exercise any control over the Websites managed by third parties, whose links and images appear on the Website, nor assumes any responsibility for their content. The Company publishes such links on the Website for informational purposes only, and the insertion of any link does not mean that The Company approves the content of such Websites managed by third parties, nor does it imply any association between The Company and these. It is the responsibility of the Users to check and, where appropriate, accept the terms and conditions of use of said Websites managed by third parties.

## **Intellectual property**

The User agrees to respect the industrial property rights of the Company and any other third party. The use or granting of access to the Website does not imply the granting of any right over trademarks, tradenames or any other distinctive sign used in it.

The User may download the web page in his terminal whenever it is for private use, without any commercial purpose, so he cannot exploit, reproduce, distribute, modify, publicly communicate, assign, transform or use the content of the web for public or commercial.

Likewise, the Contents are the intellectual property of the Company or of third parties that have voluntarily assigned them, without which the User may not be construed, under any circumstances, any of the exploitation rights or any others that exist or may exist on said Contents beyond of what is strictly necessary for the correct use of the Website.

Disclaimer regarding the ownership of trademarks and copyrights of third parties

Except when expressly indicated otherwise, any trademark / registered name included in this Website are the property of the respective owners. When a registered trademark or a brand name is mentioned, it is used only to describe or identify the products or services and does not constitute in any sense an affirmation that said products or services are related to the Company.

The Site may contain links (links) to other pages of third parties. Therefore, the Company cannot assume responsibility for the content that may appear on the pages of third parties

#### Availability and modification of the Page

The Website is accessible every day of the year, 24 hours a day.

Notwithstanding the foregoing, The Company reserves the right to modify the Website and improve it technically. Also, it is possible that access to the Website is interrupted for maintenance reasons. In such case, the Company will mention such interruptions on the Website at least 24 hours in advance, unless the urgency of the interruptions does not allow it.

In case of final closure of the Website, The Company must notify Users at least one (1) month in advance, through the Website and the e-mail of each User. From the moment of final closure of the Website, Users will not be required to pay the monthly fee.

# Applicable laws and jurisdiction

These General Conditions are governed by Spanish law.

The parties agree to submit the resolution of any dispute about the interpretation and / or execution of these General Conditions to the courts of the city in which the User who has contracted the services contained in these General Conditions has his domicile. Notwithstanding the foregoing, The Company and the User may attempt to resolve any dispute in a friendly manner, before submitting to the courts, by placing the User in contact with the Customer Service through the following email address: **support@savethedeals.com**, or by mail at the postal address referenced in these General Conditions, to the attention of **SAVETHEDEALS** Customer Service.

The search for a solution to any dispute in a friendly way and without submitting to the courts of justice does not interrupt the time limits to act judicially.

## **Entry into force**

These General Conditions will come into force in May 2018.

## **Particular conditions**

<u>General Premise:</u> Users duly registered and subscribed to the Website, under the terms and conditions defined in the General Conditions, and who are up to date with the payment of subscription fees to the Website, may benefit from the offers contained in these Particular Conditions, and for the purposes of these particular conditions, the "Users".

## 1 The special welcome offer for 1 DOLLAR:

Once the free 72-hour trial period has been enjoyed, the User may obtain, for one (1) DOLLAR, the refund of a product that he / she has purchased from a list provided by the **SAVETHEDEALS** Website, up to a limit of 35 \$, taxes included, for each offer and for each week. The User will be entitled to said reimbursement provided that the personal data that he has provided are real, and provided that he has a PayPal account where he can receive the corresponding amounts. Likewise, proof of purchase of the product for which reimbursement is intended must be legible and clear and must show the date, the total amount, the establishment and the name of the User.

To benefit from the "special welcome offer for 1 DOLLAR", the User must keep proof of purchase of the product and send a copy of it, together with the information related to his PayPal account within a maximum of thirty (30) working days, from the date of registration in the Service, to the following email address: **support@savethedeals.com**.

The reimbursement will be made within a period of thirty (30) calendar days, starting from when the Company has all the information mentioned in the previous section.

Each refund will be for a single IP address and for a single product of those proposed in the framework of this special offer.

The "special welcome offer for 1 DOLLAR" is reserved only for new Users who, after free enjoyment of the 72-hour trial period, decide to pay the payment of 1 DOLLAR along with the monthly fee of \$50.90 for the first month, \$66.90 for the second month and \$82.90 for the following months, taxes included.

#### 2. Cashback offers and other reductions:

From the moment that Users subscribe to the **SAVETHEDEALS** Service, they have access to promotional offers and temporary discounts (reduction codes) that remain active on the Website for one (1) and two (2) weeks.

The cashback allows the User to reimburse a part of the amount, without taxes, of the purchases made directly to members of The Company in order to receive such amount, the User must send The Company the justification of their order and payment.

Users must follow the following steps to be able to benefit from Cashback offers:

- Subscribe to **SAVETHEDEALS**
- -Access the link provided of the User Area of the Website
- Submission, within a maximum period of thirty (30) working days, of a refund request by email to the following address: **support@savethedeals.com**, under the following conditions:
- The subject of the email must be the email address of the User provided at the time of registration on the Website.
- The User's message must include (i) the confirmation email of their order and the payment of the partner of the Company and (ii) the address of the PayPal account of the User, in order for The Company to proceed with the corresponding refund.

# 3. The 1\$ Offer:

Through this offer, Users will be entitled, for the payment of one (1) DOLLAR, to the refund of the price of a product that they have purchased, from a series of products selected by The Company on the Website, up to a limit of \$ 35, taxes included.

Each week, four (4) offers are proposed, from which the user chooses one (1), by email, to all Users.

To benefit from the "1 DOLLAR OFFER", the User must keep the proof of purchase of the product that he has purchased and send a copy of it, together with the information related to his PayPal account, within a maximum period of thirty (30) calendar days, from the date of registration in the Service, to the following email address: **support@savethedeals.com**.

The reimbursement will be made within a period of thirty (30) calendar days, starting from when the Company has all the information mentioned in the previous section.

This offer will be sent to all Users subscribed by email every Monday, and is reserved exclusively for subscribers and limited users while stocks last.

Each refund will be for a single IP address (only credit card and only for one member of each family) and for a single product of those proposed in the framework of this "OFFER TO 1 DOLLAR".

The "1 DOLLAR OFFER" is reserved only for <b>SAVETHEDEALS</b> Members residing in <b>Australia</b> .	