

General Terms and Conditions

These general terms and conditions (“Terms”) apply to the ordering of goods and services through “Helix Global Solutions Inc. (HELIX) from the range of the American Express (AMEX) “Membership Rewards” loyalty program from American Express Services Europe Limited, Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX.

I. Scope of Applicability

1.

The American Express (“AMEX”) “Membership Rewards” loyalty program is run by American Express Services Europe Limited, Belgrave House, 76 Buckingham Palace Road, London SW1W 9AX. Certain goods provided under the loyalty program (“rewards”) shall be offered by

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TW14 - 0SL
info@hellixgs.com

The customers’ contracting partner, in respect of the goods under the AMEX “Membership Rewards” loyalty program that are offered and delivered by “Helix”, shall be “Helix”. The relevant goods offered by “Helix” shall be clearly marked as such under the “Membership Rewards” loyalty program.

American Express is only acting as a mediator for Helix during the redemption process ordering Helix awards using Membership Rewards points within the membership rewards program.

2.

The present general terms and conditions (Terms) shall apply to all offers, orders and deliveries by “Helix” in connection with the AMEX “Membership Rewards” loyalty program . Conditions deviating from these provisions shall not be accepted without the express written confirmation of “Helix Global Solutions”.

3.

The online shop’s offer shall exclusively address persons who are registered participants of the American Express “Membership Rewards” loyalty program. Participation in the American Express “Membership Rewards” loyalty program shall be subject to the conditions of participation, for whose content American Express Services Europe Limited, Belgrave House, 76 Buckingham Palace Road, London, SW1W 9AX, United Kingdom is solely responsible and which can be retrieved at www.membershiprewards.co.uk.

II. Conclusion of Contract

The conclusion of the contract for all orders of rewards in the shop shall be governed by the following provisions.

1. Rewards displayed in the online shop shall not constitute legally binding offers, but only the non-binding invitation to submit binding offers.
2. When placing an order for rewards, clicking the “Buy” button on the Order Summary page constitutes the customer’s binding offer to purchase. The same applies to the submission of a telephone order. Following the order, the customer shall receive a confirmation of receipt by e-mail, which, however, shall not yet represent the acceptance of his or her offer to purchase, but rather merely provide a list of the details of the order.
3. “Helix” shall accept the order by sending the goods to the customer within ten (10) business days of the customer’s placing of the order. This processing period is necessary because the order is only forwarded to “Helix” for processing after a processing and approval process by the operator that can in some cases take several days. “Helix” reserves the right not to accept orders, especially if (i) they have not been placed in accordance with the present Terms, or (ii) according to the conditions of participation of the American Express "Membership Rewards" loyalty program, the customer is not entitled to redeem the reward(s) he or she ordered.
4. The text of the contract with details about the purchased goods shall be stored by “Helix” and provided to the customer as part of the order confirmation e-mail. “Helix” shall not provide the customer with any further possibilities of access to the stored text of the contract.

III. Order Processing, Shipping and Returns

1. Delivery of the ordered goods shall only take place within UK. Delivery shall take place at the latest 10 business days after placing the order.
2. Returns: please call the customer services contact number on the back of your card.

IV. Methods of Payment

1. All prices include the currently applicable statutory VAT. All prices are subject to change.
2. The customer shall pay American Express for the ordered goods via “Membership Rewards” points that he or she previously acquired as part of the American Express

4. If the purchase is cancelled, the credit shall be made in points. If product has already been shipped, credit will be issued when the product has been returned in its original packaging.

V. Warranty

The warranty shall be based on the statutory provisions.

VI. Right to cancel

As a consumer, you have the right to cancel your contract. In case of a sales contract, please refer to section VI. 1; in case of a service contract please refer to section VI. 2. Section VI. 3 states, in which case there is no right to cancel.

1. Right to cancel (sales contract)

You have the right to cancel this [sales](#) contract within 14 days if the product you have received does not match the description or model, is damaged or has any defects.. Credit will be issued when the product has been returned in its original packaging. The cancellation period will expire after 14 days from the day

- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods (in case of a contract relating to delivery of a good or multiple goods ordered by the consumer in one order and delivered in one shipment).
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good (in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately)
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece (in the case of a contract relating to delivery of a good consisting of multiple lots or pieces)
- on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good (in the case of a contract for regular delivery of goods during a defined period of time).

To exercise the right to cancel, you must inform American Express by calling the customer services contact number on the back of your card.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. (cancellation due to damaged in transit must be reported within 48 hours of arrival, by calling the customer services contact number on the back of your card.)

Effects of cancellation

If you cancel this [sales](#) contract, we will reimburse to you all payments received from you, including costs of delivery(except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods

supplied, if the loss is the result of unnecessary handling by you. Electronic items must be returned with seal unbroken and all items must be returned in sellable condition.

We will make the reimbursement without undue delay, and not later than –

(a) 14 days after the day we receive back from you any goods supplied, or

(b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or

(c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods to us without undue delay and in any event not later than 14 days from the day of receipt of the goods on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. We will bear the costs of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

2. Right to cancel (service contract)

You have the right to cancel this [service](#) contract within 14 days without giving any reason. Credit will be issued 14 days after cancellation has been communicated.

The cancellation period will expire after 14 days from the day of the conclusion of the [service](#) contract.

To exercise the right to cancel, you must inform American Express by calling the customer services contact number on the back of your card.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than (a) 14 days after the day we receive back from you any goods supplied, or (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction.; in any event, you will not incur any fees

as a result of the reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

3. Circumstances excluding cancellation

Under the following circumstances the right to cancel does not apply or ceases to be available:

The right to cancel does not apply as regards the supply of newspaper, periodical or magazine with the exception of subscription contracts for the supply of such publications;

The right to cancel does not apply as regards the supply of accommodation, transport of goods, vehicle rental services, catering or services related to leisure activities, if the contract provides for a specific date or period of performance.

The right to cancel ceases to be available in the following circumstances—

(a) in the case of a contract for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons, if they become unsealed after delivery;

(b) in the case of a contract for the supply of sealed audio or sealed video recordings or sealed computer software, if the goods become unsealed after delivery;

(c) in the case of a service other than supply of water, gas, electricity or district heating, if the service has been fully performed, and performance of the service began—

(i.) after a request by the consumer and

(ii.) with the acknowledgement that the consumer would lose that right once the contract had been fully performed by the trader.

VII. Privacy Policy

Please observe the data protection regulations below, that apply to all contractual relationships in accordance with these general terms and conditions.

Privacy Policy for AMEX Loyalty Program

We shall collect personal data only to the extent that you have made this available to us of your own accord for the handling of a contract. We shall use the personal data that you have thereby specified solely for the handling of such contract and for the processing of your inquiries.

We shall not disclose personal data to any third party. Excluded from this are service partners that require the transmission of data for the processing of an order (for example, the shipping company assigned with delivery) or the operator of the bonus program to the extent this is necessary for the processing of an order or its reversal. **In such cases, the transmission of data shall take place in accordance with all applicable laws, regulations, codes of practice and administrative rulings including without limitation the Data Protection Act 1998 and The Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended by the**

Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 .

After the complete handling of the contract, your data will be stored in accordance with the retention periods under tax law and commercial law. After the expiration of such periods, your data will be deleted unless you have expressly consented to the further use of your data.

You have the right to the free disclosure of the data stored regarding you and, if applicable, the right to correct block or delete such data. If the deletion conflicts with statutory or contractual retention periods, or retention periods under trade or tax laws, the corresponding data shall be blocked.

If you have any questions regarding the collection, processing or use of your personal data, you may contact us at info@helixgs.com at any time without charge.

VIII. Final Provisions

1. The contractual language shall be English.
2. English law shall apply, with the exclusion of the UN Convention on Contracts for the International Sale of Goods.