

Certification Requirements

1. Supplier identification

The online shop must, at an easy-to-find location, include readily legible and printable supplier identification bearing a clear reference (e.g. "About us") and containing the following details:

- company (commercial name and legal form);
- names of the authorized representatives;
- postal address of the company (street, postcode, place);
- phone number and e-mail address for customer enquiries (customer service information);
- if the company is included in a commercial register, the commercial register number;
- if the activities of the online shop are subject to value-added tax, the sales tax identification number; and
- if applicable, the relevant supervisory authority, any professional body or similar institution with which the online-shop is registered, the professional title, and a reference to the professional rules applicable.

2. Conclusion of the contract and General Terms and Conditions of Business

Prior to accepting orders the online shop must, at a suitable location, inform the customers clearly and comprehensibly of the key features of the goods or services which have been ordered (product description). Prior to the submission of a binding order the online shop must furnish information on a technical facility for correcting input errors (e.g. a reset button) and information on the point in time of the contract conclusion must be provided, on the technical process of concluding a contract online, on the fact if the contract content will be saved and made accessible for the consumer and on the languages that are offered to conclude a contract in.

In the event that General Terms and Conditions of Business should apply, they must be noted and clearly indicated (e.g. General Terms and Conditions of Business) on the online shop's entry page and in the immediate vicinity of the order button. The scope, structure, colours and font size shall be selected in such a fashion that perceptibility and comprehensibility are ensured at all times. General Terms and Conditions of Business must be formulated clearly and comprehensively in the mother tongue of the customers whom the range of products in question targets and it must be possible for such customers to save and reproduce such terms and conditions without difficulty.

3. Sales and marketing restrictions; protection of children and young persons

The online shop shall undertake only to offer goods or services whose sale via the Internet is definitely permitted and to observe all geographical and sectoral sales restrictions. The depiction of all texts and diverse visual or audio illustrations must definitely be legal.

The online shop shall, by means of age verification mechanisms (e.g. copy of personal identity card/ identification card combined with an account number or credit card number registered under the same name), particularly undertake to ensure that goods whose sale is only permitted to adults are not supplied to minors and that contents which are morally harmful to adolescents are not accessible to minors.

Insofar as, within the framework of an existing customer relationship, the online shop sends sales-promoting e-mails (e.g. information on product innovations) on an unsolicited basis, it must be possible for such e-mails to be recognized as commercial from the reference line. Recipients of such e-mails must be offered a simple facility for blocking the receipt of any further such sales-promoting e-mails.

4. Price transparency and terms and conditions of payment

When selling to consumers, the online shop must state the prices which are to be paid, including sales tax, all customs duties, any other price elements and any additional costs, e.g. for postage and delivery (final prices). Prices shall be clearly assigned to products (stand in the immediate vicinity of the product) and must be readily perceptible. In the event of several articles being ordered the online shop's order system must, at all times, enable customers to check which articles they have earmarked in which quantity.

Offers of limited validity and sales-boosting offers (e.g. price concessions, give-aways, gifts, competitions or prize-featuring games) must be clearly recognizable as such and the terms and conditions of their availment must be easily accessible and clearly and unambiguously stated.

The online shop must furnish clear and comprehensible information on the prevailing payment details; in particular, the amount of any advance payment and the due date of the

residual amount, any additional payment procedure charges and, in the case of direct debit authorization or electronic payment, the date of the payment transaction must be stated.

An online shop which includes the charges for services which are provided online in telephone bills must, before an order is placed, clearly indicate any additional connection costs which may apply and, subject to an arrangement to the contrary, issue, in conjunction with the customer (itemized list of phone calls), an anonymous invoice.

5. Order acknowledgements; post-contractual information

The online shop must, via e-mail or online, send customers an acknowledgement of the receipt of their orders without delay. Customers must, in conjunction with delivery or provision of the service at the latest, receive an order acknowledgement in text form (by e-mail or in paper form) which must contain the following details:

- the product description and information on the technical process of concluding a contract online (no. 2);
- any performance provisos which may obtain (no. 6);
- the individual prices and the final prices of the goods or services which have been ordered (no. 4);
- any additional postage and delivery costs which may apply (no. 4);
- payment details (no. 4); and
- details on the delivery of goods or the provision of services (no. 6).

Order acknowledgements must, in highlighted and clearly structured form, contain the following details:

- withdrawal and return details (no. 7);
- company, name of an authorized representative and postal address (no. 1);
- customer service information (no. 1) and the terms and conditions of warranty;
- if applicable, the minimum term of the contract and the terms and conditions of withdrawal (in the case of continuous or recurring services, such as magazine subscriptions, cellular phone contracts);

6. Delivery of goods, provision of services and customer service

The online shop must inform customers of the details of the delivery of goods or provision of services, in case of delivery of goods in particular of any regional restrictions pertaining to the delivery area which exist, foreseeable non-observance of probable delivery dates, and non-deliverability of out-of-stock products.

Service providers from the sectors of accommodation, conveyance and the organization of leisure pursuits must forward the documents which are required for the enjoyment of an agreed service (e.g. confirmation of reservation, concert tickets) in good time prior to the commencement of the provision of the same, or deposit such documents at a suitable location (e.g. a hotel reception or a box office).

Online services shall be provided in good time and according to the conditions agreed upon.

If the online shop wants to reserve the right to deliver substitute goods or services, or not to deliver if goods are not available it must make this clear in the prior confirmation the consumer receives before conclusion of the contract.

The online shop must, at all times, respond to customer enquiries and complaints within a reasonable period of time.

7. Right of withdrawal and reimbursement of the purchase price

When selling to consumers, the online shop must grant a right to cancel according to the applicable law and clearly inform the consumers about this right before they submit an order. Should a customer exercise his right to cancel and return goods according to the contract conditions the online shop must reimburse the purchase price without delay, though within thirty days of the return of such goods at the latest.

The online shop shall observe the country specifics regarding the period and modalities set forth in no. 12.

The online shop must clearly inform the customer about exceptions to the right to cancel (e.g. goods made to the consumer's specification, perishable goods, unsealed or downloaded software and newspapers, or services that begin, by agreement, before the end of the withdrawal period such as internet access contracts or mobile phone contracts) before the conclusion of the contract. However, if the goods fail to correspond with their description, are not of satisfactory

quality, or reasonable fit for their purpose, the online shop must not refuse the acceptance.

The online shop should provide customers with a return form on which, in order to avoid any misunderstandings, they can state whether or not they wish to return goods permanently against the reimbursement of the purchase price, exchange goods or arrange for goods to be repaired.

8. Data protection

The online shop must meet the conditions of the applicable data protection laws and, at an easy-to-find location, it must apprise customers of the reasons for collecting, processing and utilizing personal data (privacy statement). The online shop should, insofar as one exists, advise customers of the name of the company data protection officer and the competent supervisory authority.

Collecting, processing and utilizing data for own purposes

The online shop may collect, process and utilize a customer's personal data insofar as such data is necessary for establishing, arranging the contents of or changing a contractual relationship (inventory data), in which connection as little personal data as possible shall be collected. Utilization data may be stored on an anonymous basis; in the event of cookies being utilized, customers must, in generally comprehensible language, be apprised of the scope, function and purpose of the storage of the same. Invoice data must be deleted as soon as it is no longer required for invoicing purposes.

Forwarding data to third parties

The online shop may only transmit inventory data to third parties insofar as a customer has given their consent or in the event that a statutory provision should prescribe such transmission (e.g. transmission to criminal prosecution authorities). Utilization data may only be transmitted in an anonymous form, and invoice data may only be forwarded insofar as it is required for the purpose of collecting accounts receivable.

Form of consent

In every instance, consent must be provided prior to the placement of a binding order by means of an explicit and conscious act on the part of a customer, and it must be possible for the customer to recall the contents of such consent at any time.

Furnishing information and deleting and blocking access to data

Upon request, the online shop must, free of charge, furnish customers with information on the data which has been stored relating to their persons (scope, purposes, additional recipients) and, likewise upon request, delete or correct such data or block access to the same for advertising or market or public opinion research purposes.

9. Data and system security

The online shop shall undertake to deploy a suitable IT security concept, particularly encryption technology, precautions against access by unauthorized third parties and secure servers, in order to protect the privacy of customers and prevent misuse.

The electronic transfer of payment information must always be effected on an encrypted basis. Customers must be apprised of the encryption type and intensity at an easy-to-find location.

Transmission of payment information without encryption may be offered on an optional basis (e.g. in the event that, for technical reasons, a customer cannot use encryption). Prior to exercising this option a customer must, by means of a clear warning, be advised of the risks which unencrypted transmission entails.

10. Tour operators

Tour operators must comply with the following additional requirements:

Pre-contractual information

Prior to the acceptance of an order, a tour operator must, at a suitable location, clearly and comprehensively apprise customers of:

- the travel price (final price) and the terms of payment as outlined in section 4;
- details of any price alterations to which an order may be subject and the determinants of the same, and information further details which are not contained in the travel price;



- the precise destination or, in the event of a trip encompassing several stopovers, the individual destinations and the individual periods of time and the dates of the same;
- the date, time, and location of departure and arrival;
- the means of transport (features and class);
- the accommodation type (type, location, category or comfort and main features and, if applicable the tourist rating);
- the type of board (e.g. half-board);
- information on the possible conclusion of a travel withdrawal costs insurance policy or an insurance policy covering repatriation costs in the event of accident or illness, stating the name and address of the insurer;
- if applicable, the travel itinerary (e.g. in the case of tours);
- if applicable, passport and visa requirements;
- if applicable, the sanitary formalities which are necessary for the trip and sojourn (e.g. vaccinations, medical certificates);
- if applicable, the minimum number of participants which is necessary for a trip to take place;
- if applicable, visits, outings and other services included in the travel price;

Order acknowledgements; general terms and conditions

Customers must, in conjunction with the delivery of the travel documents at the latest, receive an order acknowledgement which must contain the following details:

- the name and address of the tour operator;
- the General Terms and Conditions of Business (if applicable);
- the information stated under this section 10 above;

11. Agents

Prior to the acceptance of an order, online shops which arrange the conclusion of sales, service or travel contracts with other providers and, with regard to these goods or services, do not themselves become parties to such contracts (agents), must, at a suitable location, clearly and comprehensively apprise customers of:

- the circumstance that the agent is not a contracting party with regard to the agreed goods or services;
- the name and address of the contracting party to the agreed goods or services; and
- the General Terms and Conditions of Business of the contracting party to the agreed goods or services.

The agent must additionally ensure that the providers fulfil their obligations outlined in sections 1-10 above.

12. Country specifics

If the online shop agrees on the laws of the country where it is based, the consumer protection laws of this country shall apply. Moreover, when selling to consumers based in other countries, the online shop must observe the following additional regulations. In case of discrepancies, the more consumer friendly law shall apply.

Austria: The withdrawal period is 7 working days, commencing on the day after the day the consumer receives the goods, in case of services, on the day the contract is concluded. Consumers are to be reimbursed immediately. The consumer bears the direct costs of returning the goods to the online shop.

Belgium: The withdrawal period is 7 working days, commencing on the day after the day the consumer receives the goods, in case of services, on the day the contract is concluded. In the event the right of withdrawal is exerted by the consumer, the direct cost of returning the goods shall be paid by the consumer, except when the online shop has not fulfilled its obligation with regard to the information to be provided or if the product or service does not correspond with the description in the offer.

Denmark: The withdrawal period is 14 days, commencing on the day the product is delivered, in case of services on the day on which the consumer received information that the contract was entered into. The consumer bears the direct costs of returning the goods to the online shop.

Finland: The withdrawal period is 14 days from the day after the consumer received the written confirmation, or regarding products, the date of delivery or the first delivery, if the product or the first delivered product would be received by the consumer later than the written confirmation. The withdrawal period would be extended to the following working day if it were expired on a holiday or Saturday. The online shop must bear the costs of returning the goods, if they can normally be returned by post.

France: The withdrawal period is 7 days, commencing when the consumer receives the products, or the contract for the provision of services is accepted. Should the period expire on a Saturday, Sunday or a public holiday, then it is extended to the

first subsequent working day. The consumer bears the direct costs of returning the goods to the online shop.

Germany: Instead of a right of withdrawal, the online shop can agree on a "right to return the goods" according to § 356 BGB (Civil Code), which can only be exercised by the consumer returning the goods to the online shop. The withdrawal period is 14 days, commencing on the day the product is delivered and the consumer received the information regarding the right of withdrawal correctly. In the case of overall orders involving an invoice value up to EUR 40.00, the return costs may be charged to the customer by prior contractual agreement (only in case of a right of withdrawal, not in case of a "right to return the goods"). The online shop shall not refuse the acceptance of returned goods or the refund of the full purchase price because the consumer returned the goods freight forward or the goods are used or not factory packed but must clearly inform the consumer before he submits an order that if the goods are damaged and not saleable as new, the online shop is entitled to seek recompense.

Greece: The withdrawal period is 10 days, commencing on the day on which the goods were received, or in the case of services, the day on which the consumer receives written confirmation of having contracted the service. There is no exemption for those contracts contained in Article 6(3) of the EU-Distance Selling Directive 97/7*. Should the right of withdrawal be exercised, then the direct cost of returns must be borne by the consumer and he/she must return the good in its initial situation.

Ireland: The withdrawal period is 7 working days, commencing on the day on which the goods were received, or in the case of services, the day on which contract is concluded. The consumer bears the direct costs of returning the goods to the online shop.

Italy: The withdrawal period is 10 working days, commencing on the day on which the goods were received, or in the case of services, the day on which contract is concluded. To exercise his/her right of withdrawal the customer must send a written communication to the online shop through a registered letter with acknowledgement of receipt. The consumer bears the direct costs of returning the goods to the online shop.

Luxembourg: The withdrawal period is 7 working days, commencing on the day on which the goods were received, or in the case of services, the day on which contract is concluded. The consumer bears the direct costs of returning the goods to the online shop.

Netherlands: The withdrawal period is 7 working days. The limitation on the right of withdrawal (unless otherwise agreed) contained in Article 6(3) of the EU-Distance Selling Directive*, is reduced in the Dutch legislation and parties cannot agree otherwise. The consumer bears the direct costs of returning the goods to the online shop.

Portugal: The withdrawal period is 14 days, commencing on the day on which the goods were received, or in the case of services, the day on which contract is concluded. The consumer shall preserve the goods in good conditions of use. The consumer can only exercise the right of withdrawal through a registered letter with receipt notice notifying the supplier of his/her will to cancel the contract. The consumer bears the direct costs of returning the goods to the online shop.

Spain: The withdrawal period is 7 working days, commencing on the day on which the goods were received. If the online shop does not reimburse the consumer within 30 days after contract withdrawal then the consumer may claim twice the amount paid to the online shop. The consumer bears the direct costs of returning the goods to the online shop.

Sweden: The withdrawal period is 14 days, commencing on the day on which the goods were received. The consumer bears the direct costs of returning the goods to the online shop.

United Kingdom: The withdrawal period is 7 working days, commencing on the day after the day the consumer receives the goods, in case of services, on the day the contract is concluded. The online shop may charge to the consumer the direct cost of recovering any goods supplied under the contract, where a term of the contract provides that the consumer must return any goods supplied if he cancels the contract. Otherwise the online shop shall pick up the goods at his own expense.

* Article 6(3) of the EU-Distance Selling Directive 97/7:

"Unless the parties have agreed otherwise, the consumer may not exercise the right of withdrawal provided for in paragraph 1 in respect of contracts:

- for the provision of services if performance has begun, with the consumer's agreement, before the end of the seven working day period referred to in paragraph 1,

- for the supply of goods or services the price of which is dependent on fluctuations in the financial market which cannot be controlled by the supplier,
- for the supply of goods made to the consumer's specifications or clearly personalized or which, by reason of their nature, cannot be returned or are liable to deteriorate or expire rapidly,
- for the supply of audio or video recordings or computer software which were unsealed by the consumer,
- for the supply of newspapers, periodicals and magazines,
- for gaming and lottery services"