



Conditions of the Trusted Shops Buyer Protection (Guarantee Bond)

I. Provisions

The Trusted Shops Guarantor* (the guarantor) offers you as customer of a certified online-shop or online travel agent with the Trusted Shops Guarantee the following protection, provided the prerequisites stipulated in II. are fulfilled:

- Refund of the purchase price if the online-shop fails to deliver the ordered goods;
- Refund of the purchase price after returning the goods to the online-shop;
- Refund of the travel price in the event that the travel agent fails to deliver the travel documents;
- Payment refund in the event that the agreed services have not been delivered; and
- Refund of your excess contribution up to EUR 50.00 in the event of misuse of your credit card associated with your online order at an online shop or online travel agent.

Trusted Shops GmbH will exercise the handling of guarantee cases on behalf of the guarantor.

II. Prerequisites

1. Trusted Shops Guarantee Contract Conclusion

You have ordered goods or services from an online shop certified by Trusted Shops GmbH or you have booked a holiday with an online travel agent; paid those in advance (e.g. using a credit card) and in doing so have registered for the Trusted Shops Guarantee scheme. For this order the Trusted Shops Guarantee from the guarantor has been confirmed via the Trusted Shops GmbH by email, supplying a transaction number.

2. Guarantee Cases

With exception of orders from online travel agents (cf. § II 2 c) the Trusted Shops Guarantee only applies to orders for which the delivery time for goods or services has been agreed for a maximum of 30 days after the online shop has received the order. Goods or service deliveries, for which a longer delivery time has been agreed upon are exempt from the Trusted Shop Guarantee.

In case of recurring provisions the Trusted Shops Guarantee only covers the first partial provision to be rendered. If a partial provision has been rendered in accordance with the guarantee agreement, no further refunds can be claimed as part of the guarantee.

- Refund of the purchase price if the online shop fails to deliver the ordered goods;

If you have not received the ordered goods, or only a partial thereof, within 30 calendar days after the confirmed placement of your order with the online shop, you have to notify Trusted Shops GmbH within seven calendar days, at the latest, as stipulated in § III. For orders placed by persons, that are not consumers (§ 13 BGB, German Civil Code), the consignment is considered complete upon delivery to the transport company.

After notification of the non-delivery Trusted Shops GmbH handles the settlement with the online-shop. If subsequently the online shop does not refund the purchase price within a further 30 calendar days, you will receive a refund up to the agreed protection cover from the guarantor as part of the Trusted Shops Guarantee scheme.

The Trusted Shops Guarantee scheme does not serve as protection of other claims to the online shop outwith the purchase agreement (e.g. mobile phone fees, credit notes or premiums) nor the protection of any other compensation claims, but covers solely the refund of the purchase price in case of non-delivery.

- Refund of the purchase price after returning the goods to the online-shop;

You are entitled to a refund of the purchase price as well as the return costs, which you are not required to cover, if you have exercised your right of cancellation or return, respectively, according to the regulations for distance contracts on time and have returned the goods to the online shop complying with the terms and deadlines agreed in the purchase contract for this purpose, always fulfilling the requirement of traceability of the returned goods (e.g. recorded delivery, packages, but not small parcels). Please note that certain goods cannot be returned according to the regulations for distance contracts (e.g. perishable food or customised goods). Trusted Shops GmbH has to be notified of the return of goods at the latest within 37 calendar days after receipt of the order with the online shop, as stipulated in § III. If, subsequently, the online shop should not refund the purchase price within a further 30 days after the goods' return notification to Trusted Shops GmbH, you will receive a refund from the guarantor up to the agreed protection cover, as part of the Trusted Shops Guarantee scheme. The different country specific regulations, especially the cancellation periods,** are explicitly referred to.

The Trusted Shops Guarantee scheme does not offer protection for warranty claims for the return of goods, but covers solely the

refund of the purchase price as part of the right of cancellation and return for distance contracts.

- Refund of the travel price in the event that the travel agent fails to deliver the travel documents;

You are entitled to a refund of the travel price if the online travel agent has failed to deliver the travel documents. The same applies, should the online travel agent fail to deliver the travel documents to a previously agreed collection point (e.g. airport information desk). Prerequisites for this are, (1) that the journey could not be started due to the occurrence of the preceding event of default or the online travel agent has not offered a suitable alternative (surcharges up to the amount of 30% of the travel price are acceptable), (2) that you possess the liability insurance certificate, (3) that you notify the liability case as stipulated in § III without delay, but at the latest within 2 calendar days after the announced delivery date has elapsed, (4) that you, if it was agreed for you to collect the travel documents personally, receive a written document confirming the absence of travel documents and the impossibility to start the journey from a member of staff at the collection point. Adequate documented proof has to be supplied regarding the preceding prerequisites. Should the online travel agent fail to refund the travel price within 30 days after the notification to the Trusted Shop GmbH, you will receive a refund as part of the Trusted Shops Guarantee scheme up to the agreed protection cover amount. Should more than one guarantee case in your favour occur as part of Trusted Shops Guarantees within one calendar month and should the total travel costs surpass the agreed protection cover amount, you will receive in compensation for all aforementioned guarantee cases covered by the Trusted Shops Guarantee scheme a lump sum to the total maximum liability amount of the value agreed in protection cover.

The Trusted Shops Guarantee scheme offers online travel agents no insolvency protection and also does not complement such (e.g. if the maximum liability limit has been reached or surpassed); solely the liability insurance certificate offers such protection. The Trusted Shops Guarantee also does not cover cases, which are covered or could be covered by a travel cancellation insurance, it also does not supplement such (e.g. reaching the maximum liability limits or excess); this is solely covered by the travel cancellation insurance.

- Payment refund in case the agreed services have not been delivered;

You are entitled to a refund of the payment if an online shop has failed to provide the ordered services. You have to notify Trusted Shops GmbH within 2 calendar days, if the ordered services have not been provided within 30 calendar days after receipt of the order at the online shop or the services have not been supplied by the agreed deadline, as stipulated in § III. Subsequently, Trusted Shops GmbH handles the settlement with the online-shop. If, subsequently, the online shop does not provide a refund within a further 30 calendar days, you will receive a refund up to the agreed protection cover from the guarantor as part of the Trusted Shops Guarantee scheme.

The Trusted Shops Guarantee does not cover warranty claims concerning the current service agreement, but covers solely the payment refund if agreed services are not delivered. It does not cover compensation claims against the online shop, which might result from exercising the right of cancellation.

- Refund of excess contributions if your credit card has been misused;

If a credit card company cancels the debit of your order due to credit card misuse and provided that the credit card misuse can clearly be traced to the same credit card used in the online transaction covered by this guarantee, the insurance covers the refund of any excess up to the amount of EUR 50.00.

III. Notice of Claim and Documented Evidence

The Trusted Shops GmbH homepage leads you to a page, which you can use to make the guarantee claim specifying your transaction number. You can also make a guarantee claim in writing or via email, in which case you must provide the name of the online shop or travel agent and the order or contract number.

The delivery of the ordered goods will be assumed rebuttably in the case of delivery of a package through a transport company and the receipt by you; when providing evidence of non-delivery in these cases the General Terms & Conditions of the transport company have to be observed (e.g. prompt notice of claim and written record provided by the transport company). If the online shop provides proof of delivery through the transport company (e.g. to a neighbour), you must prove the non-delivery appropriately (e.g. by issuing an affidavit). All payments and returns have to be proved appropriately (e.g. copy of a bank statement, a receipt for cash on delivery, copy of a postal receipt, witness statements) to Trusted Shops within 7 calendar days after making the payment refund claim.

Service delivery is rebuttably assumed in the event of a counter-signed confirmation of the service delivery (e.g. on the order documents) or receipt by you; or for services which include deliveries through a transport company or the service provider themselves and receipt by you; apart from the above regulati-

ons for documented evidence for non-delivery apply. If data is transmitted electronically (downloads) the service delivery is assumed after the completion of the data transfer.

IV. Duty to Avert, Minimise and Mitigate Loss and Assignment Agreement

You are obliged to take measures to avoid a claim, e.g. to decline a cash on delivery parcel if you are aware of the online shop's insolvency at the time of delivery. Should it be possible to recall or cancel an effected payment (e.g. cancelling a debit or credit card payment), you are under the obligation to do so before using the Trusted Shop Guarantee scheme.

As soon as you have received a refund under the Trusted Shops Guarantee scheme, you surrender irreversibly and concurrently all claims to the online shop or online travel agent and third parties with all ancillary rights to the guarantor. The guarantor accepts the surrender.

V. Final Provisions

German law will be solely applicable to all disputes resulting from or relating to the acceptance of a Trusted Shops Guarantee. German is the contract language for contractual partners domiciled in Germany, Austria and Switzerland. Complaints can be addressed to the competent supervisory authority, the German Federal Institute for Financial Service Supervision (Bundesaufsichtsamt für Finanzdienstleistungsaufsicht) - Banking and Insurance Supervision Department -, Graurheindorfer Straße 8, 53117 Bonn, Germany.

* The guarantee is provided by one of the Trusted Shops guarantors who are listed on this website: <http://www.trustedshops.com/news/conditions-privacy/>. The guarantor will be selected by the Trusted Shops GmbH and will be provided to you by e-mail after registration for the buyer protection.

** The protection amount covered appears on the certificate if you click on the seal at the relevant online shop. You will also receive an email confirmation of the protection amount.

*** 7 working days apply for customers domiciled in Austria, Belgium, Bulgaria, France, Ireland, Lithuania, Luxembourg, The Netherlands, Slovakia, Spain and The United Kingdom; 8 working days: Hungary; 10 days: Poland; 10 working days: Greece, Italy and Romania; 14 days: Cyprus, Czech Republic, Denmark, Estonia, Finland, Germany, Portugal, Sweden, Latvia; 15 days: Malta and Slovenia. At the present there is no statutory right of cancellation for distance selling for customers from Switzerland.