

## Guarantee Bond

### I. Services

In the form of the Trusted Shops Guarantee, Atradius Kreditversicherung, the German branch of Atradius Credit Insurance N.V. (Atradius), offers you, as a customer of an accredited online shop, the following cover upon fulfilment of the preconditions stipulated in Section II.:

- Reimbursement of the purchase price in the event of the non-delivery of ordered goods
- Reimbursement of the purchase price upon the contractual exercise of the right to cancel the contract pursuant to the Distance Selling Regulations and following the return of the goods to the online shop
- Reimbursement of the travel price in the case of non-delivery of travel documents, and
- Reimbursement of your excess up to an amount of EUR 50.00 (GBP 35.00 for transactions in GBP) in the event of an incidence of misuse of your credit card in connection with your online purchase at an online shop or online tour operator.

Processing of any guarantee cases shall be handled by Trusted Shops GmbH on behalf of Atradius.

### II. Preconditions

#### 1. Materialization of the Trusted Shops Guarantee

You have ordered goods from one of the online shops accredited by Trusted Shops GmbH or you have booked a journey at an online tour operator, paid for such goods or services in advance (e.g. by credit card) and, in this connection, registered for the Trusted Shops Guarantee. Via Trusted Shops GmbH, Atradius has sent you an e-mail acknowledging the said purchase and stating a transaction number.

#### 2. Payment cases

Reimbursement of the purchase price in the event of non-delivery of ordered goods:

In the event that the ordered goods are not delivered to you within thirty calendar days (or sixty calendar days if so agreed with the online shop upon placement of the order) of the receipt of the order by the online shop, pursuant to Section III (or in writing or via e-mail) it shall be incumbent upon you to notify Trusted Shops GmbH of such circumstance within seven calendar days. Delivery of the ordered goods shall be assumed in the event of the delivery of the package by the forwarding agency and your acceptance of such package; in the event of non-delivery being evidenced in such cases the forwarding agency's General Terms and Conditions of Business shall be observed (e.g. immediate notification of claim and production of a copy of postage from a post office). Trusted Shops GmbH shall then pursue the matter with the online shop on your behalf. Should the online shop thereupon fail to reimburse the purchase price to you within a further period of thirty calendar days, you will receive your money back from Atradius under the Trusted Shops Guarantee up to a maximum purchase limit of EUR 2,500.00\* (GBP 1,750.00 for transactions in GBP) per month and online shop.

Reimbursement of the purchase price following the return of the goods to the online shop:

You will be entitled to the reimbursement of the purchase price and the costs for returning goods for which you are not responsible up to an amount of EUR 25.00 (GBP 15.00 for transactions in GBP) in the event that, observing in the process the procedures and deadlines agreed for such an eventuality in the purchase contract, you have made use of your right to cancel the contract in accordance with the provisions of the Distance Selling Regulations and have returned the goods to the online shop in observance of the pertaining terms and conditions of the purchase agreement; you must have returned the goods to the online shop and have furnished Trusted Shops with suitable proof to this effect (e.g. a copy of the post office receipt). You are entitled to a period of at least seven working days\*\* from the delivery of the goods for such a transaction unless the goods involved are excluded from return under the Distance Selling Regulations (e.g. food or specially tailored goods). It shall, likewise within this period, be incumbent upon you to notify Trusted Shops GmbH of the return of such goods pursuant to Section III (or in writing or via e-mail). Please note that, for the purpose of safeguarding your guarantee claim, goods must be returned and notification issued within a maximum total of forty-four (or seventy-four) days following the placement of your order. Should your online shop thereupon fail to reimburse the purchase price to you within a further thirty-day period following notification of the return of the goods to Trusted Shops GmbH, you will receive your money back from Atradius under the Trusted Shops Guarantee up to a maximum purchase limit of EUR 2,500.00\* (GBP 1,750.00 for transactions in GBP) per month and online shop.

Reimbursement of the price of travel in the event of non-delivery of travel documents:

You will be entitled to the reimbursement of the price of travel tickets in the event that the online tour operator has failed to deliver the travel documents due to circumstances within his control. The same shall apply for the failure to deposit the travel documents at an appropriate location (e.g. at the airport desk) as previously promised by the tour operator. Preconditions of reimbursement are as follows: (1) you were not able to set out on the journey due to the events above and the online tour operator has not offered an adequate alternative (additional charges of up to thirty percent of the travel costs are reasonable); (2) you are in possession of the travel insurance certificate; (3) you have submitted your claim pursuant to Section III without delay and at the latest within forty-eight hours of the agreed delivery date; (4) in the event of deposited travel documents you have received signed confirmation from the personnel appointed to deposit the travel documents that these have been missing and thus it has been impossible for you to commence your journey. The fulfilment of the above preconditions must be substantiated with the appropriate documents. Should your online tour operator fail to reimburse the travel costs to you within thirty days following the notification of the claim to Trusted Shops GmbH, you will be reimbursed by Atradius under the Trusted Shops Guarantee up to an amount of EUR 2,500.00\* (GBP 1,750.00 for transactions in GBP). Should you submit additional claims for online travel bookings within one calendar month and should the total price of travel prices exceed EUR 2,500.00\* (GBP 1,750.00 for transactions in GBP), you will receive for all claims one-off compensation of EUR 2,500.00 (GBP 1,750.00 for transactions in GBP) as a maximum amount of liability under the Trusted Shops Guarantee.

The Trusted Shops Guarantee is not an insolvency insurance of the online tour operators nor shall it be the amendment of those (e.g. in the case of equalling or exceeding the maximum limit of liability); such cases shall be subject to the insolvency insurance policy. The Trusted Shops Guarantee shall further not be an insurance of cases that are or could be insured by an insurance against withdrawing from the journey nor shall it be the amendment of those (e.g. in the case of equalling the maximum limit of liability or in the case of excess); such cases shall be subject to insurance against withdrawing from a journey.

Reimbursement of your excess in the event of an incidence of misuse of your credit card:

Insofar as, given an incidence of misuse of your credit card, a credit card company should cancel the debit item at your end, and insofar as the incidence of misuse of your credit card in question clearly derives from the use of the same credit card in the course of the guaranteed online transaction, Atradius shall assume responsibility for reimbursing any excess which may apply up to the amount of EUR 50.00 (GBP 35.00 for transactions in GBP).

### III. Notification of claim

Trusted Shops GmbH's home page contains a page where you can state your transaction number and initiate the guarantee process. You can also give notification of a claim in written form or by e-mail. In these cases, the name of the online shop or online tour operator concerned and the purchase or contract number must be indicated.

### IV. Assignment agreement

As soon as a payment is effected by Trusted Shops GmbH you must, irrevocably assign to Trusted Shops GmbH all claims against and receivables from the online shop or online tour operator and any third parties together with all ancillary rights.

### V. Applicable law

All disputes resulting from the acquisition of a Trusted Shops Guarantee and all disputes which are connected with the same shall be subject solely to German law.

\* The regular maximum purchase limit amounts to 2,500.00 EUR per month and online shop. In individual cases, the online shop offers a higher purchase limit than shown in the certificate which you can verify by clicking on the seal. Trusted Shops will also confirm a higher purchase limit by e-mail.

\*\* 7 working days for consumers based in Austria, Belgium, France, Ireland, Lithuania, Luxembourg, Netherlands, Slovakia, Spain and United Kingdom; 8 working days: Hungary; 10 days: Poland; 10 working days: Greece, Italy; 14 days: Cyprus, Czech Republic, Denmark; Estonia, Finland, Germany, Portugal, Sweden, Latvia; 15 days: Malta and Slovenia. In Switzerland there is no right to cancel distance selling contracts.

The money back guarantee is provided to you by Atradius Kreditversicherung, branch of Atradius Credit Insurance N.V., Opladener Straße 14, D-50679 Cologne, Germany. General Representative for Germany: Dr. Thomas Langen, local court Cologne HRB 53815, main business: credit insurance.

You can cancel the guarantee agreement at any time without any costs. The cancellation must be addressed to service@trustedshops.de or to Trusted Shops GmbH, Colonus Carré, Subbelrather Straße 15c, D-50823 Cologne, Fax +49 (0)221 – 775 36-89. In case of cancellation, your personal data will be deleted and you cannot claim on the money back guarantee.