

## Quality Criteria

### 1. Supplier identification

- 1.1. The online shop must include clearly legible and printable supplier identification at an easy-to-find location. This identification must represent an unambiguous reference.
- 1.2 The supplier identification must contain the following details:
- 1.2.1 Name and legal form (if applicable) of the supplier
- 1.2.2 For legal entities, associations or groups of persons: the name of an authorised representative
- 1.2.3 The identifiable address of the company (street, zip code, location)
- 1.2.4 Phone number and e-mail address for customer inquiries (customer service information)
- 1.2.5 If the company is registered in a public commercial register, the court of registration and the according commercial register number
- 1.2.6 If applicable, the sales tax identification number or the economic identification number
- 1.2.7 If necessary, the relevant supervisory authority, the chamber, the legally established professional title and the state, in which this title was conferred as well as a reference to the legally binding professional rules.
- 1.3. Insofar as the online shop itself is not a contractual partner of the customer with regard to deliveries or services, but rather only a mediator, who facilitates the conclusion of purchase or service contracts with the respective service providers, it must ensure that each service provider accordingly fulfills the following criteria.

### 2. Data protection and data security

- 2.1 The online shop must provide information on its data protection policy with a privacy statement.
- 2.2 The privacy statement must be made available as a link on all webpages or at least on those webpages that are used to collect data. This link must represent an unequivocal reference.
- 2.3 The privacy statement must contain the following minimum information:
- 2.3.1 The body responsible for data processing, insofar as this body is not clearly specified in the imprint
- 2.3.2 Information on the use of customer data, in particular with regard to such use of this data, which goes beyond the purpose of contract implementation, e.g. for advertising purposes
- 2.3.3 If the online shop performs a credit assessment of the customer or a scoring procedure, the relevant credit agency must be named
- 2.3.4 If the data is forwarded to third parties beyond the scope of contract implementation: the receiver of the data and the purpose of the data transfer must be specified
- 2.3.5 Information about cookies, which are saved even after the expiration of the browser session (if applicable)
- 2.3.6 The operative data security engineer, if applicable
- 2.3.7 Information on the processing of inquiries about data protection
- 2.4 The online shop may collect, process and use the personal data of users only if this is necessary for the substantiation, thematic structure or modification of the contractual relationship.
- 2.5 The amount of collected, processed and used per-

sonal data must be limited to the possible minimum. The distinction between mandatory and optional data must be made clearly identifiable for the customer.

- 2.6 The use or dissemination of customer data beyond the purposes of contract fulfillment is only allowed if this is expressly permitted by law or with the user's consent. The following shall apply to the user's consent:
- 2.6.1 The consent must be expressed before a binding order by way of an unequivocal and conscious action of the user (Opt-In).
- 2.6.2 The customer must be informed about his right to revoke his consent at any time in the future (e.g. by unsubscribing from a newsletter).
- 2.6.3 The text of the consent that is granted by a customer (e.g. for advertising via e-mail) must be retrievable at all times.
- 2.7 The online shop shall only send advertisements via e-mail with the user's active consent; unless this is forbidden by law in the respective countries, however, the online shop may also conduct e-mail advertising without the user's consent (e.g. opt out), if
- 2.7.1 The online shop has received the e-mail address from the customer in connection with the sale of goods or services, and
- 2.7.2 The e-mail address is used for the advertisement of the online shop's own goods or services of this type, and
- 2.7.3 The customer does not object to the use of his e-mail address (e.g. by opting out), and
- 2.7.4 Each website, which is used to collect information and each advertising e-mail must contain information for the customer about his right to object to the receipt of any further e-mail advertisements without incurring any costs other than the basic cost of transmitting this message
- 2.8 The online shop must provide the user with information about the data that has been stored about him (incl. its volume, purposes and other recipients) at the latter's request. If the user demands that his data is deleted, corrected or no longer used for the purpose of advertisement or market/opinion research, the online shop shall be obliged to comply with this demand.
- 2.9 The online shop undertakes to install a suitable IT security concept, including, in particular, encryption technology, precautionary measures against the access of unauthorised third parties and secure servers in order to protect the privacy of the user and prevent misuse of the user's data. The electronic transfer of payment details must always take place over an encrypted connection.
3. Product description, sales and marketing limitations
- 3.1 Before accepting an order, the online shop must provide the user with clear and comprehensible information on the essential characteristics of the ordered goods or services (product description).
- 3.2 The sale of the products must be strictly legal, i.e.
- 3.2.1 The online shop may only offer such goods and services, which have been clearly approved for sale over the Internet at the sole discretion of Trusted Shops.
- 3.2.2 The presentation of all texts and images must strictly comply with legal regulations. This compliance shall be determined at the sole discretion of Trusted Shops.
- 3.2.3 By applying recognised age control mechanisms (e.g. PostIdent identification, AVS identification as approved by jugendschutz.net), the online shop undertakes, in particular, to ensure that the age restrictions on the sale of certain goods are observed, that such goods are only delivered to authorised persons and that youth endangering contents are not made accessible to minors.

### 4. Price transparency, shipping costs and additional expenses

- 4.1 The online shop must provide its users with easily noticeable prices incl. sales tax and other price elements (end prices), which are clearly assignable to the offered products. If no exact price quotation is possible, then the online shop shall specify the basis for calculation, which would allow the user to check the price for himself. If more than one article is ordered, the e-commerce system of the online shop shall always allow the user to control the types and quantity of the selected articles.
- 4.2 Prior to the beginning of the ordering process, the online shop must point out to the customer that the prices include sales tax and other price elements as well as whether additional shipping costs will apply. This information must be unequivocally assignable to the respective offer and the shipping costs must either be specified explicitly or with a link pointing to a listing of such costs.
- 4.3 The listing of shipping costs must contain the delivery and shipping costs for all countries that are serviced by the online shop, or close details for the calculation of these costs, so that the users themselves can easily calculate the amount.
- 4.4 Prior to the beginning of the ordering process, the online shop must provide information about any C.O.D. charges or other additional expenses (e.g. expenses related to the payment method), which have to be paid to the shop or to third parties (e.g. collection charges for C.O.D.).
- 4.5 During the ordering process (e.g. in a shopping cart system), the online shop must explicitly specify all shipping and additional costs or refer to an appropriate source of such information. This information must be shown on the last ordering page at the latest.
- 4.6 The online shop must provide its users with general information about customs duties (if applicable).
- 4.7 The online shop must clearly point out any additional connectivity costs, which exceed the usual basic rates that the user would normally expect as well as provide a warning about the possibly higher costs for calls from the mobile networks.

### 5. Delivery information, availability and customer service

- 5.1 The online shop must inform its users about any regional limitations of the delivery area.
- 5.2 Each product webpage of the online shop must specify the availability and the prospective delivery time for the respective product, unless this product can be delivered immediately.
- 5.3 The online shop must clearly point out any reservations, which would enable it not to deliver the goods in the case of unintentional non-availability (conditional performance proviso) as well as immediately inform the user about possible non-observance of the anticipated delivery deadlines and the non-availability of products which are out of stock.
- 5.4 The online shop must always respond to customer enquiries and complaints within an appropriate time.

### 6. Payment

- 6.1 Before the start of the ordering process, the online shop must inform the user about
- 6.1.1 The available payment methods
- 6.1.2 The time of the payment process
- 6.2 The online shop must use Trusted Shops to provide a guarantee for its customers in order to ensure that all payments of the customers are secure.



## 7. Rights of withdrawal and revocation and compensation of the purchase price

- 7.1 The online shop must grant a right of revocation to the user based on the applicable legal regulations and the following criteria.
- 7.2 The right of revocation may be replaced by an unrestricted right of withdrawal, provided that this is explicitly permitted by law. The following criteria shall apply accordingly.
- 7.3 The user must be informed about the existence of a right of revocation in the course of the ordering process (e.g. via the "Order" button). Therefore, a direct link to more detailed information on the right of revocation shall be placed.
- 7.4 Before concluding the order, the user must be accordingly informed about whether the trader has the right to invoke a legally authorised exemption from the right of revocation with regard to certain products.
- 7.5 Before the completion of the order, the online shop must explicitly advise the user whether the right of revocation expires early for certain products.
- 7.6 The instruction on revocation rights must contain details about these rights, including, in particular
- 7.6.1 Prerequisites for the beginning of the revocation period
- 7.6.2 Length of the revocation period
- 7.6.3 (Company) name and geographic address of the revocation beneficiary
- 7.6.4 Information that no justification is necessary for the revocation
- 7.6.5 An indication that the right of revocation may be implemented in a text form or by sending back the goods
- 7.6.6 An indication that, in order to meet the deadline, timely mailing shall suffice
- 7.6.7 The essential legal consequences (the rights and obligations for the customer) that result from the exercise of the right of revocation
- 7.7 Insofar as this is allowed by the relevant law of the user's state of jurisdiction, the online shop may assign the burden of the return costs to the user if the user exercises his right of revocation. If the law of the user's state stipulates that the user must not assume these costs, then the trader may not refuse the acceptance of paid returns, unless the trader provides a free return process to its users.
- 7.8 Insofar as this is permissible according to the laws of the user's state of jurisdiction, the online shop may claim value replacement for the use of the goods by the user during the revocation period. In its instruction on revocation rights, the online shop must point out this consequence of initial use and the possibility to avoid an obligation for value replacement.
- 7.9 The right of revocation may not be unduly restricted. In particular, any arrangements which stipulate the following for the user shall be considered unacceptable
- 7.9.1 The requirement that the revocation must be announced preliminarily, even though the revocation may still be exercised by sending back the goods
- 7.9.2 The encumbrance of the user with the risk of losses or damages with regard to return transportation
- 7.9.3 The stipulation that any goods, which are no longer in their original packaging or which have been used, are not eligible for return; any possible obligation for value replacement shall remain unaffected by this provision
- 7.9.4 The requirement for the user to pay processing or penalty fees for exercising his right of revocation
- 7.10 If the user exercises his right of revocation and returns the goods as per the contract, the purchase price must be immediately compensated by the online shop. The ultimate deadline for this compensation shall expire 30 days after the return of the goods.
- 7.11 The online shop must use Trusted Shops to provide a guarantee for its customers in order to ensure that refunds to the customers are secured.

## 8. General terms and conditions

- 8.1 If there are applicable general terms and conditions, an unequivocal reference to these terms and conditions must be provided at the home page of the online shop. In addition, these terms and conditions must be referred to in an obvious manner during the ordering process and in due time before the submission of the order (e.g. before the user clicks on the "Order" button).
- 8.2 Appropriate outlines, structure, colors and text size must be selected to ensure noticeability and comprehensibility at all times.
- 8.3 The general terms and conditions must be formulated in a clear and understandable manner. They must also be made available in the language of the user, to whom the offer is being made.
- 8.4 The general terms and conditions must be stored in a simply retrievable format (e.g. HTML, PDF).
- 8.5 The general terms and conditions may not contain a clause, which would encumber the user with the risk of loss or damage with regard to return transportation.

## 9. Conclusion of the contract

- 9.1 The online shop must inform the customer about the individual technical steps of contract conclusion in a clear and understandable manner before the submission of the order. This explanation must, in particular, contain information as to what statement or action of the user or the online shop would finalise the conclusion of the contract.
- 9.2 The online shop must point out whether the text of the contract will be stored and whether it will be available to the customer.
- 9.3 The customer must have the technical possibility to correct the information in the input fields before submitting a binding order. The online shop must explain the possibilities for correction in the course of the ordering process.
- 9.4 The online shop must specify the available languages for contract conclusion.

## 10. Confirmation via e-mail

- 10.1 The online shop must immediately confirm the receipt of an order by sending an e-mail to the user.
- 10.2 The e-mail message for order receipt or order confirmation from the online shop must contain the following minimum details
- 10.2.1 The complete supplier identification
- 10.2.2 The product description
- 10.2.3 The unit prices and the total price of the ordered goods or services, incl. shipping costs and additional expenses (if applicable)
- 10.2.4 The chosen payment method
- 10.2.5 The complete instruction on the right of revocation
- 10.3 If the supplier identification or the revocation instruction are contained in the general terms and conditions, and if these terms and conditions are attached to the e-mail message, the parts containing this information must be clearly highlighted.
- 10.4 All further information that is required by the laws of the user's state concerning distance selling must be provided to the user as text (e.g. per e-mail or in paper form) before the fulfillment of the contract if this information has not been provided earlier in the order receipt or confirmation e-mail.

## 11. Tour operators

- 11.1 Tour operators must additionally comply with the following requirements:
- 11.2 Before accepting an order, the tour operator must provide the user with clear and understandable information about:

- 11.2.1 The travel price (end price) and the payment options as specified in clause 4, as well as, in particular, the amount of the due down payment (if applicable) and the payment date for the remaining amount
- 11.2.2 Information on the reservation to change prices as well as its determining factors and details not included in the travel price
- 11.2.3 The precise destination or the individual destinations, if the travel includes several locations, as well as the individual time periods and their scheduled dates
- 11.2.4 The day, time and place of departure and return
- 11.2.5 The transportation means (their characteristics and class)
- 11.2.6 The type of accommodation (type, location, category or comfort and main features such as tourist classification, if applicable)
- 11.2.7 The type of boarding (e.g. half-board)
- 11.2.8 Information about the possibilities for obtaining a travel cancellation expenses insurance or an insurance to cover the return costs in the case of an accident or an illness; this information should include the name and address of the insurance company
- 11.2.9 The itinerary, if applicable (e.g. for round trips)
- 11.2.10 Passport and visa requirements, if applicable
- 11.2.11 The formalities with the health authorities, which are necessary for the travel and the stay (e.g. vaccines, medical certificates), if applicable
- 11.2.12 The minimum number of participants for the implementation of the trip, if applicable
- 11.2.13 Visits, excursions and other services included in the travel price
- 11.3 Upon the delivery of the travel documents, the user must receive a travel confirmation with the following details:
- 11.3.1 Name and address of the tour operator
- 11.3.2 The general conditions of travel (if applicable)
- 11.3.3 The above-mentioned details (clause 10, pre-contractual information)

## 12. Country-specific features

Insofar as the online shop actively deals with customers from other countries, the legal regulations as to the right of revocation of the state, in which the user has a habitual residence, must be complied with. This means, in particular

- a revocation period of 7 working days applies to customers based 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, the Czech Republic, Denmark, Estonia, Finland, Germany, Portugal, Sweden, Latvia; 15 days: Malta and Slovenia. There are currently no revocation rights for distance selling for the citizens of Switzerland.
- The online shop must always pay the return costs if the user, who exercises his right of revocation, is based in Finland. The following shall apply to users from Germany: If a right of revocation as per § 312d, paragraph 1 section 1 is applicable, then the regular expenses for the return may only be contractually assigned to the user if the price of the returned item does not exceed the amount of 40 EUR or if, assuming a higher price of the item, the user still has not provided a return service or a partial payment at the time of revocation, unless the delivered goods do not correspond to the ones that were ordered. Users based in other EU countries may be encumbered with return costs.