

General Terms and Conditions of Membership

§ 1 Subject matter of Trusted Shops membership

The grant of license to use the Trusted Shops brands, the inspections of the online-shop, the provision of the Trusted Shops online system, and the handling of complaints and cases of damage by Trusted Shops are regulated in the following.

§ 2 Utilization of the Trusted Shops brands

1. Scope of the usufructuary rights

Trusted Shops shall, subject to the terms and conditions which are stipulated below, grant the online-shop the non-exclusive and non-transferable right to utilize, without any modifications to the form, size, design and depiction of the same, the "Trusted Shops" brands and "Trusted Shops Guarantee" (logo) provided by Trusted Shops in conjunction with the furnished Trusted Shops texts for the term of the Agreement on the first page of its Trusted Shops-inspected Web site stated in the Membership Agreement. In addition, the online-shop may refer to such brands in brochures with prior approval by Trusted Shops. No other usufructuary rights shall obtain.

2. Utilization duration

These usufructuary rights shall, following a successful initial inspection of the online-shop by Trusted Shops, be granted for a period of twelve months with effect from the commencement of membership. At the end of this twelve-month period Trusted Shops shall re-inspect the online-shop (regular inspection) and, if applicable, grant a usufructuary right for an additional twelve-month period. No legal entitlement to a further usufructuary right shall obtain on the part of the online-shop.

3. Inspections

Utilization of the brands shall not be permissible until after the completion of an initial inspection by Trusted Shops. Such initial inspection shall, predicated upon the Certification Requirements, be conducted on the basis of an inspection record which, upon request, shall be presented to the online-shop in advance.

4. Monitoring rights

Trusted Shops shall, at such irregular intervals as it sees fit, be entitled to monitor itself or through commissioned third parties whether or not the prerequisites stipulated in § 2, paragraph 5 are fulfilled (extraordinary inspection). The online-shop shall undertake to provide details without delay and, at its expense, render accessible and furnish in suitable form all the information which is relevant for this purpose. It shall, following consultation, additionally undertake to enable Trusted Shops to conduct the corresponding checks on the spot by means of the inspection of documents or technical processes.

5. Terms and conditions of utilization

The usufructuary rights shall only obtain as long as the online-shop

- fulfils the provisions stipulated in the wording of the Certification Requirements (Appendix TS-CER) in force at any given time; and
- offers to its customers (Internet purchasers) the Trusted Shops Guarantee in accordance with these terms and conditions and those of the Trusted Shops Guarantee Agreement.

The usufructuary right shall be forfeited as soon and as long as the online-shop fails to fulfil one or several of the above-stated prerequisites.

Trusted Shops shall be entitled to revise the Certification Requirements (Appendix TS-CER) in line with the statutory provisions which are in force at any given time, in which connection, in each case, the consumer-friendliest interpretation of such provisions shall prevail. In this case, the online-shop shall, in suitable form (e.g. via e-mail stating the URL of the publication or file containing the new text) be apprised of the new wording and shall undertake to implement the changes after a reasonable period of time stipulated by Trusted Shops, though by no later than the next regular inspection.

6. Misuse; contractual penalty

Should, despite the fact that the prerequisites stipulated in § 2, paragraph 5 are not fulfilled, the online-shop utilize one or several Trusted Shops brands, Trusted Shops may request the online-shop to ensure that the prerequisites stipulated in § 2, paragraph 5 are fulfilled within a reasonable period of time or remove the said brands and all references to Trusted Shops from their Web site (warning).

In the event that the online-shop should, despite having received a warning, continue to utilize the seal without fulfilling the prerequisites stipulated in § 2, paragraph 5, Trusted Shops may cancel the Agreement without notice and, in the case of negligent conduct, request from the online-shop the payment of a contractual penalty to the amount of EUR 15,000.00 (GBP 10,500.00 for online-shops based in the UK). The recipient of this contractual penalty shall be a consumer protection association to be named by Trusted Shops. This shall have no bearing upon any additional claims on the part of Trusted Shops stemming from the unauthorized utilization of the seal.

§ 3 Provision of the Trusted Shops online system

During the authorized utilization of the Trusted Shops brands, Trusted Shops shall furnish the online-shop with an online system for its customers which encompasses the following functions:

1. Validation of the validity of the seal:

By means of a mouse click on the Trusted Shops seal the online-shop's customers receive information on the online-shop (e.g. company name, company address, legal form, etc.) and on the validity of the seal.

2. Registering customers for the Trusted Shops Guarantee, and acknowledgement

Customers of the online-shop may register for the Trusted Shops Guarantee online. Availment of the Trusted Shops Guarantee is optional for the online-shop's customers; registration shall be offered to customers at a suitable point during the purchasing procedure. Upon registration customers shall receive a corresponding acknowledgement.

3. Processing claims notifications and addressing problems

Following a guaranteed purchase of goods, the online-shop's customers shall have the opportunity to report any problems which may occur (e.g. the non-delivery of the goods) direct to Trusted Shops online. Trusted Shops shall assume responsibility for addressing such problems.

4. Listing as a participating shop

Reference shall be made to the online-shop's Internet address on the Trusted Shops Web site in the form of a hyperlink and a company logo.

§ 4 Membership fee

The amount of the membership fee shall be predicated upon the online-shop's annual turnover at the beginning of the contract year which such online-shop truthfully stated in the Membership Agreement. The membership fee shall be due at the beginning of each twelve-month period in advance. However, the parties may agree on monthly instalment payments. The membership fee is paid for the annual inspections at the beginning of each contract year (60%) and for the services provided by Trusted Shops during a contract year (40%).

At the end of a contract year in each case, the online-shop shall, on an unsolicited basis, furnish information on the turnover which it actually generated in the contract year. In the event that the actual turnover should exceed the probable turnover underlying the calculation of the fee by more than 10%, an additional payment to the amount of the percentage overrun shall be effected for the contract year which has ended. Trusted Shops may set the membership fee thus calculated for the contract year which has ended as the new fee for the following year. Trusted Shops may raise the membership fee in the current contract year in the event that during the first three months the actual turnover should significantly exceed the projected turnover.

By signing the agreement, the online-shop authorizes Trusted Shops revocably to initiate debit entries (membership fee plus the policy of the guarantee contract in the name and on the behalf of the Gerling-Konzern-Speziale-Versicherungs-AG) to their account.

§ 5 Notification and cooperation obligations on the part of the online-shop

The following notification and cooperation obligations are agreed as major contractual obligations:

1. Breach of utilization conditions

The online-shop shall undertake to notify Trusted Shops forthwith as soon as they no longer wish to or no longer fulfil the prerequisites stipulated in § 2, paragraph 5.

2. Web site restructuring

The online-shop shall additionally undertake to notify Trusted Shops forthwith in the event that they should restructure its Web site (e.g. translation into other languages, a revision of its General Terms and Conditions of Business, etc.) or utilize the seal on additional Web sites which, in a legally relevant fashion, differ from the original Web site at the point in time at which it was most recently inspected by Trusted Shops. Invoices shall be issued for the costs of any additionally necessary inspections in accordance with the actual time and effort which they involve.

3. Establishment of the technical prerequisites

It shall be incumbent upon the online-shop to establish the technical prerequisites which are necessary for the purposes of utilizing the online system provided by Trusted Shops and modifying its business practices in line with the Certification Requirements (Appendix TS-CER) stipulated by Trusted Shops within three months of the commencement of the Agreement.

4. Handling of complaints

The online-shop shall appoint a contact person who is responsible for the handling of complaints or claims and shall respond to all requests by Trusted Shops or a customer within five working days in

writing or via e-mail during the term of the Agreement. The response must be appropriate to allow the further handling of complaints. In case of breach of this obligation, Trusted Shops may request from the online-shop EUR 10.00 (GBP 7.00 for online-shops based in the UK) handling fee for each complaint or claim.

§ 6 Liability

It should be noted that Trusted Shops shall exclusively scrutinize the observance of the usufructuary rights prerequisites stipulated in § 2, paragraph 5. Trusted Shops cannot and may not conduct a comprehensive legal inspection. Therefore, a positive inspection outcome shall not constitute a statement to the effect that the online-shop's Web site accords with all the relevant provisions, particularly regulations directed against unfair competition or improper contract clauses, or is technically flawless.

Within the framework of the statutory regulations, Trusted Shops shall only be liable for wilful intent and gross negligence; liability for slight negligence shall be excluded. In each case, liability per calendar year shall be restricted to four times the amount of the annual membership fee most recently paid by the online-shop.

The above restrictions shall not apply to typical and foreseeable incidences of prejudice which are predicated upon a breach of material contractual obligations; to this extent, liability for individual incidences of prejudice shall be restricted to EUR 125,000.00 (GBP 85,000.00 for online-shops based in the UK).

§ 7 Agents

In case the online-shop is not the contracting party to the delivery or service agreement with the customer but acts as an agent, the online-shop shall ensure that the contracting party to the delivery or service agreement (provider) will fulfil the prerequisites stipulated in § 2 and § 5. In the event that the provider fails to fulfil those prerequisites, Trusted Shops may request from the online-shop the payment of a contractual penalty stipulated in § 2, paragraph 6. The agent shall inform Trusted Shops about the provider's complete supplier identification and contact person in a proper way.

§ 8 Contract renewal

The Trusted Shops Membership Agreement shall, by a year in each case, be renewed in the event that it should not be cancelled three months before the expiry of each twelve-month period. This shall have no bearing upon § 2, paragraph 2 and the right to terminate the contractual relationship in exceptional cases for cause.

Without prejudice to other rights it may have, Trusted Shops shall have the right at any time to terminate the Agreement forthwith in the event that the online-shop is unable to meet the obligations stipulated in § 5, or is in delay with the payment of two monthly instalments of the membership fee.

In such a case, the online-shop shall pay the outstanding instalments for the full contract year by the end of the month in which the termination of the membership takes effect.

§ 9 Concluding provisions

No declarations pertaining to this Membership Agreement shall be valid unless they are received in writing. This written form requirement shall be fulfilled if such declarations are received via e-mails bearing a digital signature.

German law shall apply to all disputes arising out of this Membership Agreement. The place of jurisdiction for both contracting parties shall be Cologne, Germany.

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"

General Terms and Conditions of the Trusted Shops Guarantee

§ 1 Subject matter of the Trusted Shops Guarantee

1. Atradius shall, following an examination of the credit-worthiness of the online shop on its behalf, assume responsibility for providing cover for on-line business transactions conducted via the Internet in that, at their request, it shall, given the fulfilment of the prerequisites stipulated in § 2, no. 3, undertake *vis-à-vis* on-line customers to render payments.
2. Trusted Shops GmbH, Cologne (hereinafter referred to as Trusted Shops), shall assume the responsibility for the conclusion and implementation of the Trusted Shops Guarantee Agreement and the administration of the Trusted Shops Guarantee in the name and on behalf of Atradius.

§ 2 Scope of the assumption of liability

1. Atradius shall grant the online shop a limit up to the amount of which a Trusted Shops Guarantee shall be offered. In each case, the confirmed covers in force shall be offset against such limit.
2. Atradius shall, in the event of an increase of risk or the existence of information indicating a deterioration of the credit-worthiness of the online shop, or on other grounds which it considers justified, be entitled to restrict the limit of the Trusted Shops Guarantee for the future. Upon the conclusion of this Agreement, the online shop shall, until further notice, be granted the limit which is stipulated in the Trusted Shops Guarantee Agreement. As soon as 70 % of this limit has been exhausted, Trusted Shops shall, in collaboration with Atradius, endeavour to arrange for a suitable adjustment of the same. This might be contingent upon a re-examination of the credit-worthiness of the online shop pursuant to § 3.
3. By means of this Trusted Shops Guarantee, Atradius shall guarantee an on-line customer that it shall reimburse their advance payment in those cases stipulated in the Guarantee Bond (Appendix TS-GBO).
4. Should an on-line customer fail to meet a deadline through no fault of their own, Atradius shall, nevertheless, be entitled to regard such deadline as observed.

§ 3 Prerequisites for the assumption of liability

1. In order to enable Atradius to conduct an adequate credit-worthiness check prior to assuming the liability risk, the online shop shall apprise Atradius of its banking connection details and authorize the same to obtain information from the bank. In the event that such information should be inadequate for the purposes of a concluding assessment and underwriting the required limit, the online shop shall, upon request, submit other documents to Atradius, such as, if applicable, its last two sets of annual accounts and, if necessary, explain such documents and the development of business activity since the most recent balance sheet date. During the term of the Agreement the online shop shall then, on an unsolicited basis, also submit to Atradius its subsequent sets of annual accounts.
2. During the term of the Agreement the online shop shall, on an unsolicited basis, additionally apprise Atradius of all key changes which may have an important bearing on its credit-worthiness, e.g. a change of shareholder, capital changes and the cancellation of credit lines, etc.
3. During the term of the Trusted Shops Guarantee Agreement, Atradius shall, at any time, be entitled to request information on the online shop's current business development and on other circumstances which it considers to be important for credit appraisal purposes.
4. Atradius shall additionally undertake to treat confidentially all the information, data and documents which it receives from the online shop in connection with the Trusted Shops Guarantee Agreement and to utilize such information, data and documents exclusively for the purpose of the credit-worthiness check.

§ 4 Execution of commissions for the provision of cover

The following shall apply to accepting, modifying and settling Trusted Shops Guarantees:

1. The online shop

- a) shall, as long as the prerequisites for the acceptance of liability on the part of Atradius are fulfilled, be entitled to offer on its Web site to provide cover for on-line business transactions on the part of its customers without any additional charges for the customers;
- b) shall, for the term of the Agreement, undertake to observe the "Terms and conditions of utilization" stipulated in § 2, paragraph 5 of the General Terms and Conditions of Membership (Appendix TS-GTM);

2. Atradius

- a) shall maintain an account for the online shop which shall furnish information on the utilization of the limit of the covers for on-line business transactions;

- b) shall enter the guarantees into the above-stated account with effect from the date of issue. Guarantees shall be eliminated from the account upon the expiry of a period of time of forty-four or seventy-four calendar days with effect from the receipt of an order by the online shop unless the on-line customer concerned indicates the possible assertion of a claim on their part.

§ 5 Assertion of claims

1. The online shop

- a) shall, with the due care and diligence of a prudent businessman and at its expense, initiate all the measures which are suitable for the purpose of avoiding the occurrence of an incidence of prejudice;
- b) shall, in the event that a claim should nevertheless be asserted against Atradius,
 - within five working days, furnish, in suitable form, evidence that delivery has been effected;
 - in the case of deliveries of goods, furnish information as to whether or not the object of purchase which was delivered was returned within the period of time stipulated in the purchase agreement;
- c) shall, in the event that a claim should be asserted against Atradius, upon request furnish all the documents and information which are necessary for the purpose of settling such claim, including but not limited to exact information on the delivery date, written delivery or refund records, and proof of the use of the goods.

2. Atradius

- a) shall, in the event of a claim being asserted against it, be entitled to effect payments without needing to check whether or not the online shop is entitled to lodge pleas or objections against such claim;
- b) shall, in the event of a claim being asserted against it, be entitled to refund the remaining amount of the purchase price if the customer disputes that a loss of value has occurred due to the use of the goods;
- c) shall notify a customer for whom cover is provided of any proviso on the part of the online shop which may obtain;
- d) may effect payment to that party who, following careful examination, it is able to consider to be entitled to receive such payment;
- e) shall, in the event of a payment, apprise the online shop of such circumstance without delay.

§ 6 Recourse arrangements

The online shop shall, any more far-reaching compensation claims, including costs, notwithstanding, place at the disposal of Atradius the payments which have been effected by the same on the basis of the Trusted Shops Guarantee. Atradius shall, in each case, invoice the online shop for the payments which it has effected on the last day of a month in conjunction with a detailed schedule. The online shop shall pay interest of 7 % on the advance payments made by Atradius with effect from the date upon which they were made by Atradius until such time as they are reimbursed by the online shop. In addition, Atradius may, with effect from the assertion of a claim under a guarantee, request that the online shop furnish the relevant funds.

The online shop shall refund to Atradius all the costs of prosecuting legal actions and any other costs which Atradius incurs in consequence of claims being asserted by on-line customers under Trusted Shops Guarantees.

§ 7 Premium

1. The online shop shall pay the premium stipulated in the Guarantee Agreement. The amount of such premium shall be predicated upon the online shop's probable annual turnover at the beginning of the contract year which such online shop truthfully stated in the Guarantee Agreement.
2. At the end of a contract year in each case, the online shop shall, on an unsolicited basis, furnish information on the turnover which it actually generated in the contract year. In the event that the actual turnover should differ from the probable turnover underlying the calculation of the premium by more than 10%, a percentage back payment to the amount of the actual difference shall be effected for the contract year which has ended. Atradius may set the premium thus calculated for the contract year which has ended as the new premium for the following year.

§ 8 Agents

In case the online-shop is not the contracting party to the delivery or service agreement with the customer but acts as an agent, the online-shop shall ensure that the contracting party to the delivery or service agreement (provider) will fulfil the prerequisites stipulated in § 5. In the event

that Atradius effects payment to a provider's customer according to § 5, paragraph 2, Atradius may invoice the online shop for such payments according to § 6.

§ 9 Termination of the Agreement

1. The Trusted Shops Guarantee Agreement shall expire automatically upon the termination of the Membership Agreement between the online shop and Trusted Shops GmbH.
2. The contracting parties shall have the right to cancel the Agreement without notice on cogent grounds. A cogent ground for cancellation without notice on the part of Atradius shall particularly obtain in the event that
 - a) the online shop should not, within seven calendar days of receiving notification of such payments, refund payments which Atradius has effected on the basis of the assertion of claims by on-line purchasers, including the associated costs and interest (§ 6); or
 - b) the online shop should have furnished false information to Atradius with regard to the appraisal of its credit-worthiness unless such false information was not predicated upon wilful intent or gross negligence; or
 - c) the assets of the online shop should, in the estimation of Atradius, be at considerable risk or suffer considerable deterioration, or Atradius should become cognizant of the materialization of such a risk or deterioration, or should the online shop become insolvent within the purport of the Insolvency Decree.

The online shop shall also be liable for claims which are asserted under the Trusted Shops Guarantees which are still in force after the expiry of the Guarantee Agreement.

§ 10 Liability on the part of Atradius

Atradius shall only be liable *vis-à-vis* the online shop for wilful intent and gross negligence, though not for any incidences of prejudice which are co-occasioned by war, warlike events, terrorist attacks, civil commotion, strike, confiscation, impediment to trade and payment transactions by Acts of God, natural catastrophes or nuclear energy.

§ 11 Concluding provisions

Any alterations or additions to the Trusted Shops Guarantee Agreement shall only be valid insofar as they are stipulated in an appendix or have been confirmed in writing by Atradius in another form. Verbal ancillary agreements shall not be valid. Declarations of intent and notifications shall be required to be in writing.

1. German law shall apply to the Trusted Shops Guarantee Agreement.
2. The place of fulfilment and the place of jurisdiction shall be Cologne.
3. The online shop may address complaints to the Federal Supervisory Office for Insurance, Graurheindorfer Strasse 8, D-53117 Bonn.

Guarantee Bond

I. Services

In the form of the Trusted Shops Guarantee, Atradius Kreditversicherung AG (Atradius) offers you, as a customer of a certified on-line 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 on-line shop;
- Reimbursement of the travel price in case of non-delivery of travel documents; and
- Reimbursement of your deductible 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 on-line purchase at an on-line shop or on-line tour operator.

Guarantee-activating events 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 on-line shops certified by Trusted Shops GmbH or you have booked a travel at an on-line 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, stating a transaction number, e-mailed you an acknowledgement of such purchase.

2. Payment cases

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

In the event that the ordered goods should not be delivered to you within thirty calendar days (or sixty calendar days if so agreed with the on-line shop upon placement of the order) of the receipt of the order by the on-line 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, on a refutable basis, 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 at a Deutsche Post outlet). Trusted Shops GmbH shall then pursue the matter with the on-line shop on your behalf. Should the on-line shop thereupon fail to reimburse the purchase price to you within an additional thirty calendar days, you shall 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 on-line shop.

Reimbursement of the purchase price following the return of the goods to the on-line shop:

You shall be entitled to the reimbursement of the purchase price and the return costs 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 on-line shop in observance of the pertaining terms and conditions of the purchase agreement; you should have returned the goods to the on-line shop and further Trusted Shops shall be furnished with suitable proof to this effect (e.g. a copy of a post office receipt). You shall be entitled to a period of at least seven working days from the delivery of the goods for such transaction unless the goods involved are excluded from return under the Distance Selling Regulations (e.g. food or particularly 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 on-line shop thereupon fail to reimburse the purchase price to you within

an additional thirty days following notification of the return of the goods to Trusted Shops GmbH, you shall 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 on-line shop.

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

You shall be entitled to the reimbursement of the price of travel tickets in the event that the on-line 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 have not set out on the trip due to events above and the on-line tour operator has not offered adequate compensation (up to the amount of thirty percent of the travel costs); (2) you are in the possession of the certificate of travel insurance; (3) you have entered your claim pursuant to Section III without delay; at the latest within forty-eight hours of the agreed delivery date; (4) in the event of the deposited travel documents you have received a signed acknowledgement from the company of the appointed deposit location on the shortfall of the travel documents and the failure to set out on the travel. The fulfilment of the above preconditions shall be proved with the appropriate documents. Should your on-line tour operator fail to reimburse the travel costs to you within thirty days following the notification of the claim to Trusted Shops GmbH, you shall 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 on-line 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 shall receive for all the claims a non-recurring 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 shall not be an insolvency insurance of the on-line tour operators nor shall it be the amendment of those (e.g. in 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 resigning from the travel, nor shall it be the amendment of those (e.g. in case of equalling the maximum limit of liability or in case of deductibles); such cases shall be subject to the insurance against resigning from the travel.

Reimbursement of your deductible 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 on-line transaction, Atradius shall assume responsibility for reimbursing any deductible 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 on which you can, stating your transaction number, initiate the notification of the guarantee-activating event. You may also initiate the notification of the claim in written form or in e-mail. In these cases the name of the on-line shop or on-line tour operator in concern and the purchase or contract number shall be indicated.

IV. Assignment agreement

As soon as a payment is effected by Trusted Shops GmbH you shall, on a concurrent basis, irrevocably assign to Trusted Shops GmbH all claims against and receivables from the on-line shop or on-line 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.