

## Terms of Use for Trusted Shops Services

### 1. Registration:

- 1.1. Only buyers with their habitual residence in the European Union, the European Economic Area, Switzerland or the United Kingdom may register. You must provide a valid email address.
- 1.2. Registration for Basic Services is free of charge.
- 1.3. The contract is concluded when you submit the registration form. We save the text of the contract and send it to you by email. Please check your information before submitting the registration and amend any potential errors by using the back function of the browser and overwriting the form fields.
- 1.4. Your contractual partner is Trusted Shops AG, Subbelrather Str. 15c, 50823 Köln (Cologne), Germany.

### 2. Trusted Shops Services

Trusted Shops Services include the following components:

- 2.1. Buyer protection:
  - After successful registration, you can take out the Trusted Shops Buyer Protection for up to EUR 2,500 of the purchase value per order in all participating online shops free of charge.
  - Participating online shops are those that primarily address buyers in the European Union, the European Economic Area, Switzerland or the United Kingdom (main target market) and bear the Trusted Shops Trustmark. The Trustmark certificate must be valid.
  - In many of the participating online shops, the conclusion of the buyer protection takes place automatically after your purchase and is confirmed to you by email. This does not apply to online shops that offer the Trusted Shops guarantee for a fee.
- 2.2. Customer service and dispute resolution by email
- 2.3. Vouchers for participating online shops
- 2.4. Real reviews from other buyers: As part of your participation in the Trusted Shops services, you benefit from the opinions of other buyers and are reminded by email to submit your own reviews. This applies to all online shops that have integrated the Trustbadge in order to display the Trusted Shops reviews.
- 2.5. Your personal Trusted Shops account: Log in to the Trusted Shops account and manage your secured orders, reviews and all settings related to the Trusted Shops Services.

### 3. The Buyer Protection

- 3.1. If you have registered for buyer protection after shopping in a participating online shop, Trusted Shops will support you in the guarantee cases listed below by intervening to resolve the problem with the merchant (so-called arbitration procedure) (e.g., contractual fulfilment of the mutual obligations or another amicable solution) and/or refund payments you have already made to the shop in accordance with the following conditions. Trusted Shops chooses which type of support to provide at its own discretion.
- 3.2. Buyer protection takes effect in the cases mentioned under Section 3.3. The additional requirements in Sections 3.4 to 3.8 must be fulfilled as well.

### 3.3. Guarantee cases

The buyer protection covers reimbursement of payments actually made as contractually-agreed ("Payments Made") in the following cases, provided that the Payments Made are not refunded by the Online Shop within 7 days despite entitlement to a refund and despite a refund request.

- **Money back in the event of failure to deliver / perform**
  - a) Goods or digital contents are not delivered or are not made available;
  - b) A service is not provided due to fault on the part of the provider;
  - c) A package holiday cannot be taken and no legally permissible alternative is offered as the result of definitive cancellation of the holiday by the tour operator.  
The Guarantee, however, does not serve as cover in the event of insolvency and cannot supplement such cover (e.g. upon maximum liability limits being reached/exceeded). Such protection is subject to the travel insurance certificate alone. For online tour operators, the Guarantee also does not cover cases which are, or could be, covered by travel cancellation insurance and cannot supplement such cover (e.g. upon maximum liability limits being reached or in the event of deductibles), the travel cancellation insurance alone applies here.
  - d) A voucher purchased from an Online Shop for the delivery of goods or digital contents or services is not redeemed, even though you have made a legitimate request for redemption by the obligated Online Shop and the voucher purchased has been returned within the scope of the right of revocation. The

Guarantee only applies within the agreed cover period and, in particular, does not apply if you allow the voucher to lapse or fail to redeem it for other reasons;

- e) A service is not provided under an energy supply contract (electricity, gas, district heating, water).
- f) When negotiating or taking out insurance, the insurance policy fails to come into effect in spite of payments made.  
In this case, however, the Guarantee does not serve as cover in terms of D & O insurance and cannot supplement the same (e.g. upon maximum liability limits being reached/exceeded). The Guarantee also does not serve to protect the provision of insurance services.
- **Money back where no refund is provided after cancellation, return of goods or transport loss**
- g) There is no refund, or an incomplete refund, after cancellation; You are required to have exercised your right of cancellation in time in accordance with the provisions for distance contracts and to have returned the goods to the Online Shop in compliance with methods and deadlines as per the purchase agreement, whereby tracking of the returned goods must be possible (e.g. by registered delivery, parcel delivery; not applicable for small parcels).
- h) There is no refund, or an incomplete refund, of Payments Made after return of the goods as agreed; You are required to have returned the goods in accordance with the agreement between you and the Online Shop and the Online Shop has not provided the agreed refund upon receipt of the returned goods, in whole or in part.
- i) There is no refund, or an incomplete refund, of Payments Made where the Online Shop is responsible for transport loss of the goods ordered online, either upon delivery or upon return in the context of the statutory right of cancellation.

Under no circumstances will the Guarantee cover other claims outside the contracts concluded nor will it cover warranty claims or other compensation claims.

### 3.4. Preconditions for Guarantee Cases

The Guarantee applies in the Guarantee Cases specified above, where one of these occurs **within the cover period** (see Section 3.6) for the respective Guarantee after receipt of the order by the Online Shop, only up to the agreed **level of cover** (see Section 3.6). In the event of recurrent cases, the Guarantee covers solely the partial services to be provided during the cover period and Payments Made. You are required to allow the Guarantee Case to be registered in the Trusted Shops Online System for processing.

### 3.5. Guarantor

The Trusted Shops Guarantee is offered to you by one of the following Trusted Shops Guarantors:

1. Atradius Kreditversicherung, subsidiary of Atradius Crédito y Caución S.A. de Seguros y Reaseguros, Opladener Straße 14, 50679, Cologne, Authorized agent: Dr Thomas Langen, Cologne District Court, Commercial Register 89229, Principal commercial activity: Credit Insurance
2. R+V Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden, Wiesbaden District Court, Commercial Register 7934

The respective Guarantor will be selected by Trusted Shops AG and you will be informed by email upon application for buyer protection.

### 3.6. Level of cover and cover period

The level of cover and cover period are shown in the Certificate by clicking on the seal in the respective Online Shop. You will be advised, by email, of the existence of the Trusted Shops Guarantee with applicable level of cover and cover period.

### 3.7. Notice claim and processing

**Deadlines:** Where one of the Guarantee Cases specified in Section 3.3 occurs within the cover period, you can make a claim to the Guarantor for a refund up to 5 days after expiry of the cover period ("Guarantee Application").

**Evidence:** The Guarantor is bound by statutory rules of evidence and will make a decision on the Guarantee Case based on evidence submitted in time with reference to the contractual regulations and Guarantee preconditions. All necessary evidence, in particular, of payments and returns, should be submitted to the Guarantor in a suitable format (e.g. copy of account statement, cash on delivery receipt, copy of delivery note, witness statements) within 5 days of making the Guarantee Claim.

**Refund:** Once the Guarantor's obligation to provide a refund is ascertained, the Online Shop will be asked by Trusted Shops AG to provide the refund. Should the Online Shop then fail to refund the Payment

- 3.8. Made within 5 days, you will receive your money back from the Guarantor within the scope of the Trusted Shops Guarantee.
- Obligation to mitigate loss and agreement to assignment**  
You are required to take all possible measures to avoid the occurrence of a Guarantee Case and/or to get back payments already made.  
If you obtain a refund under a Guarantee, you irrevocably assign, step by step, all claims against and receivables from the Online Shop and third parties (e.g. insurances, such as travel cancellation insurance), which are connected to the transaction secured, with all ancillary rights, to the Guarantor. The Guarantor accepts the assignment.

#### 4. Right to cancel for customers

Consumers have the right to cancel as described in the following.

##### Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us (Trusted Shops AG, Subbelrather Straße 15c 50823 Köln, Tel.: +44 20 33645 906, Fax: +49 221 77536 89, [guarantee@trustedshops.com](mailto:guarantee@trustedshops.com)) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

##### Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

End of information on the right to cancel.

##### Model cancellation form

(If you want to cancel the contract, please fill out the form below and send it back to us)

- To Trusted Shops AG, Subbelrather Straße 15c 50823 Köln, Tel.: +49 221 77536 77, Fax: +49 221 77536 89 and [guarantee@trustedshops.com](mailto:guarantee@trustedshops.com):
  - I / We (\*) hereby give notice that I /We (\*) cancel my/our (\*) contract - of sale of the following goods (\*)/for the supply of the following service (\*)
  - Ordered on (\*)/received on (\*)
  - Name of consumer
  - Address of consumer(s)
  - Signature of consumer(s) (only if this for is notified on paper) – Date
- (\*)Delete as appropriate

#### 5. Final provisions

##### 5.1. Duration and Termination

The Trusted Shops Services Contract is concluded for an indefinite period and may be terminated by either party at any time with immediate effect.

##### 5.2. Amendments

Amendments to the Terms of Use will be provided to you in text form no later than six weeks before their proposed effective date. If we do not receive a notification of rejection in text form from you before the date on which the amendments take effect, this will be considered as your consent to the proposed amendments. The effects of your consent will be indicated to you separately in the respective notification you receive from us. The amended version of the Terms of Use, or the additionally introduced conditions, will then form the basis for the further business relationship between you and Trusted Shops. Trusted Shops reserves the right to extend or limit the use of free services in the future.

5.3. This Agreement and all disputes arising out of, or in connection with it are governed exclusively by German law. In terms of consumer contracts, this choice of law applies only insofar as it does not deprive consumers of the protection granted to them by mandatory provisions of the law of the state in which the consumer has his/her habitual residence.

5.4. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is Köln (Cologne), unless there is an exclusive place of jurisdiction. The same applies if the customer does not have a general place of jurisdiction in Germany or if the customer's domicile or habitual residence are not known at the time the action is brought.

5.5. The contractual language is English.

5.6. Declarations concerning the service contract are only valid if they are received in text form.

5.7. Complaints may be addressed to the competent supervisory authority, the Federal Financial Supervisory Authority - Insurance Division, Graurheindorfer Straße 108, 53117 Bonn, Germany.

5.8. Online dispute resolution in accordance with Art. 14 (1) ODR Regulation: The European Commission provides a platform for online dispute resolution (OS), which you can access at <http://ec.europa.eu/consumers/odr/>. Consumers may use this platform for the settlement of their disputes. We are happy to voluntarily participate in an extrajudicial arbitration procedure.

## Privacy Policy for the Use of the Trusted Shops services

The following Privacy Policy provides information on the processing of personal data (hereinafter also referred to as 'data') in the context of using the Trusted Shops Buyer Protection and other Trusted Shops services. They apply in addition to the general Privacy Policy which is available [here](#). There you will find in particular information about the data controller and your rights. If you have any questions or wish to exercise your data protection rights, please contact us at [privacy@trustedshops.com](mailto:privacy@trustedshops.com).

### 1. Definitions

Insofar as no specific definition is listed and the terms are legally defined in Art. 4 GDPR, the definitions from the GDPR apply.

**"Review Invite"**: A review invite is a message sent via email or SMS that contains a personal link to allow you to submit a review for a specific business.

**"Guarantor"**: Trusted Shops uses insurers as guarantors to provide its services. Your purchase is covered by one of the listed guarantors.

**"Joint Controllershship"**: Joint controllershship describes the configuration in which Trusted Shops is jointly responsible for a processing operation with one or more other controllers in accordance with Art. 26 GDPR because the purposes and means of the processing are determined jointly.

**"Partner Company"**: Partner company means a company that uses Trusted Shops services (e.g., buyer protection, the review platform, widgets) and may possibly process personal data together with Trusted Shops.

**"Online presence"**: The online presence(s) (e.g., webshop, shop application on third-party sites, website, etc.) of the partner company that bears the Trusted Shops seal of approval, uses the review system or/and other services of Trusted Shops that are related to the processing activities described in this Privacy Policy.

**"Trustbadge/Widget"**: Trusted Shops provides various widgets that a company can integrate into its online presence. The widgets are used, for example, to display the average value of collected reviews or to inform about the certification and buyer protection of Trusted Shops and to enable the use of the Trusted Shops services. The Trustbadge is a special form of these widgets.

**"Trustcard"**: The Trustcard appears on the online presence of partner companies following a completed order. By clicking on the correspondingly marked button, you have the option of registering to receive review invitations or/and buyer protection or to completely secure your purchase.

**"Buyer Protection"**: Trusted Shops Buyer Protection is a purchase protection that takes place at Trusted Shops certified partner companies. You can find more information [here](#).

### 2. Information on the controllers subject to data protection law

The services described below are provided by Trusted Shops AG (hereinafter referred to as Trusted Shops) as the controller subject to data protection law.. You can find contact information in the [Legal Notice](#) and the general [Data protection information](#). For certain processing activities, there is also joint controllershship in accordance with Art. 26 GDPR. In these cases, Trusted Shops determines the purposes and means of processing jointly with one or more other controllers. This may also involve an exchange of data. Those processing activities for which there is joint controllershship, as well as the areas of responsibility, are identified accordingly in this Privacy Policy.

### 3. Data collection for the use of the services

#### 3.1 Collection of personal data when widgets are displayed

In order to display the Trusted Shops seal of approval and any reviews collected, as well as to offer Trusted Shops products to buyers after they have placed an order, the so-called Trusted Shops Trustbadge or other widgets are integrated into the online presence of the partner company. The Trustbadge is provided by a CDN provider (content delivery network; subcontractor). Trusted Shops uses a service provider from the USA, whereby the processing takes place on servers in the country from which the website request is made. If you access the website from the EU, the processing will, therefore, take place in the EU. The partner company and Trusted Shops are jointly responsible for the display of the Trustbadge/widget in accordance with Art. 26 GDPR.

In order to display the Trustbadge/widget, the processing of your IP address is technically necessary, among other things. The processing is based on Art. 6 (1) (f) GDPR and is necessary to fulfil the legitimate interest of the shop to offer buyer protection or to advertise it or the shop's collected reviews. Insofar as the partner company asks for your consent, the legal basis is Art. 6 (1) (a) GDPR.

When the Trustbadge/widget is called up, the web server automatically saves a so-called server log file, which also contains your IP address, date and time of the call, amount of data transferred and the requesting provider (access data) and documents the call. The server log file is stored for 90 days and then deleted or anonymised. The legal basis is Art. 6 (1) (f) GDPR. The processing is necessary for the prevention of fraud and abuse, for the optimisation of our offer and website, as well as to ensure that the website or the Trustbadge, or other widget function properly.

### 3.2 Registration via the Trusted Shops website or a shop website

The input of your personal data is done by you when registering for the use of the Trusted Shops Services. The following data is collected:

#### **Buyer Protection:**

- First and last name (only when registering via the Trusted Shops website)
- Email address
- Password (if applicable) (for login to the Consumer World)

The initial collection of data takes place when you register for the use of Trusted Shops services either directly on our website or following a purchase in a partner company certified by Trusted Shops via the so-called Trusted Shops Trustcard. In order to render the Trusted Shops services you have booked, i.e. securing your purchase at a certified partner company carrying the Trusted Shops Trustmark with the buyer protection, the partner company you purchased from, transmits the order data to us. Whether you are already registered for buyer protection is first determined by transmission of the email address which has been hashed by a cryptological one-way function by the partner company to Trusted Shops. After checking for a match, the parameter is automatically deleted. If you are registered for the use of Trusted Shops Services, the following order data is automatically transferred to Trusted Shops AG.

- Email address:
- Shop ID
- Order number
- Order total and currency
- Order date
- Payment method

Your data will be used for contractual performance in accordance with Art. 6 (1) (b) GDPR in order to be able to offer you the Trusted Shops services for buyers. If we receive the data required for the provision of the services by integrating the Trustbadge into the online presence of the partner company from which you have made a purchase, this partner company is jointly responsible with Trusted Shops for the data collection. For further information, please refer to Clause 12.

### 3.3 Social Login via Facebook or Google

You have the option to link your Trusted Shops account for buyers with your Facebook account or your Google account. In this case, in future, you will only need to authenticate yourself on Facebook or Google using your login data in order to also be logged into your Trusted Shops membership account for buyers.

For this purpose, you will be asked to consent to the transmission of the following data to Trusted Shops when the link is established for the first time:

Facebook: Email address, name, profile photo, age range (e.g., 35-39), language, country and other data that you have set as publicly visible on your Facebook profile.

Google: Email address, name, profile photo and other data that you have set as publicly visible on your Google profile.

The data that Trusted Shops receives from Facebook or Google is used on the basis of your consent in accordance with Art. 6 (1) (a) GDPR to help you design your shopper profile. Facebook receives the email address from Trusted Shops when you first link Facebook to your Trusted Shops account in order to identify you as a user, and subsequently only the ID that has been defined for you between the two systems as an authentication feature. Facebook or Google does not receive any other data. You can unlink the accounts at any time and revoke the transfer of data with effect for the future by changing your settings on Facebook([here](#)) or Google([here](#)) accordingly.

Facebook, Inc. and Google LLC are based in the USA. Please be aware of the risks associated with processing personal data in the United States.

## 4. **Processing when a buyer protection or warranty case is opened**

After you have opened a buyer protection or guarantee claim, the following data will also be collected, if necessary, in order to verify the obligation to refund:

- Evidence of payments made
  - Copy of the bank statement
  - Cash on delivery receipt
  - Sworn testimony
- Proof of returns
  - Copy of a deposit receipt
  - Sworn testimony
  - Proof of identity, e.g., copies of identity documents

You may and should black out any personal data not required on supporting documents, in particular, on copies of identity documents and bank statements.

You are contractually obligated to submit any evidence and supporting documentation we require. If you do not do this and we are consequently unable to verify the facts of your case, no refund can be made.

Your data will be used for contractual performance in accordance with Art. 6 (1) (b) GDPR in order to be able to offer you the Trusted Shops services for buyers. Insofar as we collect data in the context of a guarantee case opened by you, this is done in accordance with Art. 6 (1) (b) GDPR in order to provide you with the buyer protection as stipulated in the Terms of Use. Furthermore, the processing is carried out in accordance with Art. 6 (1) (f) GDPR to protect our overriding legitimate interests and those of the shop in determining whether there is an obligation to issue a refund.

## 5. **Sending review invitations**

If you have registered with us for our services, we will send you review invites as part of the service user agreement. In these cases, the data processing is necessary for the fulfilment of the contract in order to enable you to submit a review and is hence based on Art. 6 (1) (b) GDPR.

If you have given your express consent to a partner company using the Trusted Shops review system during or after your order in accordance with Art. 6 (1) (a) GDPR, we will use your email address to send you a review invite by email on behalf of the partner company. The consent can be revoked at any time by sending a message to the respective partner company.

The partner company for which Trusted Shops sends a review invite receives information from Trusted Shops on the status of the review invite (e.g., whether it has been sent and whether it has arrived). This is done in accordance with Art. 6 (1) (f) GDPR to fulfil the legitimate interest of the partner company to receive information on review invites sent on its behalf, in order to carry out optimisations based on this if necessary, as well as to fulfil the legitimate interest of Trusted Shops to be able to offer this service.

If you submit a review via the Trusted Shops review system, then, in accordance with Article 6 (1) (b) GDPR, Trusted Shops and the rated company will require your e-mail address to ensure the validity and trustworthiness of the review and to contact you if necessary in order to clarify any complaints and verify the submitted review. The e-mail address will be stored for this purpose along with a transaction number and the review, and will be shared with the reviewed company.

The respective partner company from which you have made a purchase is jointly responsible with Trusted Shops for the sending of review invites and the collection and display of information on its status. For further information, please refer to Clause 12.

You have the option of permanently unsubscribing from receiving review invites, regardless of the partner company for which Trusted Shops sends them. In this case, your email address will be placed on an internal blocklist. The processing is carried out in accordance with Art. 6 (1) (f) GDPR in order to fulfil our legitimate interest in preventing the sending of review invites. To unsubscribe permanently, please write an email to the contact stated above or click on the corresponding link in the email.

## **6. Consumer World**

If you register for the Trusted Shops services, a profile will be created using your email address so that you can log in at <https://my.trustedshops.com/>. There you have, among other things, the possibility to view the secured purchases of the last 12 months, to open buyer protection cases and to submit reviews. In addition, you can make your profile publicly visible so that submitted reviews are displayed in a personalised way.

The creation of the profile as well as any processing of personal data in the Consumer World takes place for the fulfilment of contractual obligations in accordance with Art. 6 (1) (b) GDPR.

## **7. Review submission**

If you click on a review invite link or log into the Consumer World (only for registered users), you have the opportunity to review the partner company from which you have made a purchase, or a product that you have purchased and to write a review text. You will find links to the relevant terms of use and privacy policy before submitting the review. The partner company has the possibility to view and manage the submitted reviews in a system provided by Trusted Shops, and to comment on them. In addition, reviews submitted by the partner company can be exported and used for other purposes. The respective partner company and Trusted Shops are jointly responsible for the collection of the review as well as the processing in the systems of Trusted Shops in accordance with Art. 26 GDPR. The respective partner company is solely responsible for any further processing, in particular, for the export of evaluations and subsequent processing, as well as all associated obligations.

## **8. Processing for advertising purposes**

We may use your email address, which we have received from you in the course of registering for the Trusted Shops Services, to send you advertising for our own similar goods or services. Advertising mails like this are

sent out in accordance with Art. 6 (1) (f) GDPR for the fulfilment of our legitimate interest to advertise our products. The processing is carried out in accordance with the provisions of Section 7 UWG (German Unfair Competition Act).

## **9. Recipients and categories of recipients incl. third country transfer**

Hereinafter, we will inform you about data recipients or categories of data recipients, i.e., other responsible parties or order processors who receive personal data from Trusted Shops when you use the Trusted Shops services. In addition, we inform you about potential data transmissions to third countries.

### Guarantor

The Trusted Shops Buyer Protection is an offer of the Trusted Shops AG. The Trusted Shops guarantee is offered by one of the following guarantors:

- Atradius Kreditversicherung, Branch of Atradius Crédito y Caución S.A. de Seguros y Reaseguros, Opladener Straße 14, 50679 Cologne, Germany, Principal Representative: Dr. Thomas Langen, Amtsgericht (Local Court) Köln HRB 89229, main business activity: Credit Insurance, Data Protection Notice: <https://atradius.de/datenschutz.html>
- R+V Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden, Amtsgericht Wiesbaden HRB 7934, Data Protection Notice <https://www.ruv.de/datenschutz>

The respective guarantor is selected by Trusted Shops AG and will be named to you after you have registered for buyer protection. Transmission of your personal data collected during the use of the Trusted Shops Buyer Protection takes place only between Trusted Shops AG and the correspondingly selected guarantor and within the scope of necessity for the processing and/or implementation of the guarantee. This data will not be passed on to other third parties. The guarantor receives personal data only to the extent necessary for the performance of the guarantee. The legal basis for the transmission is Art. 6 para. 1 sentence 1 lit. b(1) (b) GDPR. The disclosure is necessary in order to provide the guarantee service offered by the guarantor.

### Partner company

If you receive a review invite and, potentially, submit a review, the respective partner company will receive information from Trusted Shops as described in this Privacy Policy.

If you open a buyer protection case, it may also be necessary to transmit data to the partner company to which the buyer protection relates. The purpose is to check the plausibility of your information and to give the partner company the opportunity to issue a statement with their view on the matter. The legal basis is Art. 6 (1) (b) GDPR, as the transmission is necessary to provide the buyer protection. Moreover, the transmission is also based on Art. 6 (1) (f) GDPR. The transmission is necessary to protect our legitimate interest in determining whether or not there is a valid buyer protection / guarantee claim. In addition, the partner company also has a legitimate interest to comment and defend themselves.

### Use of service providers

In addition, we use various service providers that process data on our behalf in order to provide our services, for example, for hosting, email dispatch, or subscription and payment management. Generally, data processing takes place in member states of the European Union (EU) or the European Economic Area (EEA). Your personal data collected when using the Trusted Shops Buyer Protection is only transferred to third countries if you contact our customer service that uses a ticket system provider as a subprocessor in order to process enquiries and requests. We have concluded standard data protection clauses with our service providers in accordance with Art. 46 (2) (c) GDPR. In addition, our service provider for the ticket system has adopted Binding Corporate Rules approved by the competent supervisory authority in accordance with Art. 47 GDPR. Nevertheless, there may be risks associated with processing personal data in third countries. Please refer to the "Third Country Transfer" section of the Privacy Policy on our website.

## **10. Automated decision making including profiling**

Using the Trusted Shops Buyer Protection does not entail any automated decision-making processes. Profiling within the meaning of Art. 4 No. 4 GDPR does not take place.

## **11. Duration of the storage of personal data**

The personal data processed is generally stored for as long as you are registered for the Trusted Shops services. In addition, the storage period is based on the necessity for the specific processing purposes and the relevant retention periods of 6 years or 10 years stipulated respectively by the German Commercial Code (Sec. 257) and the German Fiscal Code (Sec. 147). The personal data is, therefore, stored at least for the duration of the statutory retention periods. If personal data is required for verification and documentation purposes, the storage period is 3 years.

## **12. Information on joint controllership in accordance with Art. 26 (2) (2) GDPR**

### Joint controllership with the partner company

Trusted Shops has concluded an agreement in accordance with Art. 26 GDPR with each partner company in terms of our joint controllership.

The partner company is responsible for fulfilling its information obligations and for ensuring a legal basis in connection with the collection of personal data that takes place in its online presence (for example, with regard to the transmission of order data for the conclusion of buyer protection or for dispatching review invites). If data is stored on systems of the partner company, then said partner company is responsible for all associated obligations, in particular, ensuring the security of processing and compliance with erasure obligations.

Trusted Shops is responsible for the fulfilment of information obligations and other obligations arising from the GDPR, insofar as personal data is collected on its own websites (for example, when you submit reviews) or is processed on its own systems. This particularly concerns our ensuring that the data processing is secure as well as our compliance with deletion obligations.

You can file requests based on your data subject rights in connection with any processing activities that are subject to joint controllership with Trusted Shops. Nevertheless, you have the right to also contact the respective partner company directly. Your request may be forwarded to other responsible parties if this is necessary for processing.

### Joint controllership with the guarantor

Trusted Shops AG and the respective guarantor are joint controllers within the meaning of the German Data Protection Act and Art. 26 (1) GDPR.

Trusted Shops AG is responsible for complying with all data protection requirements laid down by the GDPR insofar as the data processing is carried out by Trusted Shops AG. As soon as personal data has been transmitted to the respective guarantor, it is responsible for all processing activities on its own part, and for its compliance with the respective GDPR requirements.

We kindly ask you to contact Trusted Shops AG with any data protection concerns and, in particular, with the assertion of your data subject rights in connection with the use of the Buyer Protection. You nevertheless have the right to contact the guarantor directly as well. For information on data protection, please refer to the privacy policies of the guarantors that are linked above.