

Terms and Conditions of Use for the Trusted Shops Customer Review System (Buyer)

When you post a review and/or a comment, you agree to the following terms and conditions. If you do not wish to agree to these terms and conditions, do not post a review or comment. We reserve the right to revise these terms and conditions. Therefore, please read them each time you post a review or comment.

A. Posting a review

1. As soon as a user leaves a review via our review system, we send an e-mail to the address they used to leave the review. This e-mail contains a link that the user needs to click on to confirm the review. The review will then be published during the following night, i.e. it will be visible online the day after confirmation.
2. When you post a review and/or comment, your e-mail address will be sent to Trusted Shops GmbH ("Trusted Shops"). Your e-mail address will never be publicly visible. Trusted Shops may use your e-mail address to contact you in order to verify the review posted.
3. Furthermore, your e-mail address will be used to enable you to use the Trusted Shops online system. In the Trusted Shops system, you can see reviews already posted and modify them if necessary, view your active or expired guarantees (if guarantee agreements have been concluded under this e-mail address), and make any refund claims. Your e-mail address serves as a user name for accessing the Trusted Shops system and will be permanently stored for this purpose.
4. Should you already have access to the Trusted Shops system (My Trusted Shops), your submitted review will be assigned to your My Trusted Shops account.
5. In addition, you have the option to personalise your reviews by providing further personal information when posting the review or entering it into the Trusted Shops system. Your reviews will then be displayed with this additional information, although some information will only be publicly displayed in abbreviated form to protect your privacy. If you personalise your reviews, your posted reviews will be publicly visible in the form of an overview (Customer Review Profile).

B. Use of the review

1. When you submit a review and/or comment, you grant Trusted Shops the non-exclusive, royalty-free, permanent and irrevocable right to:
 - a. use the review and/or comment (in whole or in part) both online and offline (e.g. in printed media or catalogues), to copy, revise, publish or translate it, to make it available to third parties, distribute it, make it publicly accessible and duplicate it, as well as to incorporate it into other works in any form whatsoever (media, technologies; whether existing or not yet developed); and
 - b. grant third parties (in particular the seller you are reviewing) the right to use the content.
2. This means, for example and without limitation, that Trusted Shops may publish the comment and can allow the online retailer to use the reviews and/or comments for advertising purposes (e.g. in advertising or for marketing purposes).
3. In order to be able to verify the authenticity and the legitimacy of a review, each review is assigned to a certain shopping experience so that it does not stay anonymous to the company concerned.

C. Conditions of posting a review

1. Reviews may only be posted in the following cases:
 - a. You have purchased a product or service from the online shop reviewed,
 - b. You have placed an order with the online shop with the intention to purchase,

- c. You can provide other proof of purchase of a product from the reviewed company or of use of the services of the reviewed company or of another kind of experience with the reviewed company.
2. These situations will hereafter be summarised as the " Experience".
3. A valid reference and e-mail address must be given in all cases.
4. Reviews may only relate to Experiences mentioned in the review form.
5. A product may only ever be reviewed once it has been delivered and you have been able to test it.
6. The review must relate to an Experience that occurred no more than six months before the review was posted.
7. Reviews that constitute a conflict of interests and are likely to manipulate the overall rating of the online shop – positively or negatively – are not permitted. This is the case for example when an order is only placed for the purpose of posting a positive or negative review in order to damage or promote the online shop.
8. If the reviewed company informs us that your review does not correspond to any Experience, if your review is detected by our fraud-detection measures, or if there is an obviously erroneous rating, we may ask you for proof of purchase from your reviewed company, which must be provided within five working days. If the Experience cannot be proven, the detected review will be deleted.

D. Content of the review comments

Review comments must not have content that:

- a. is subject to criminal liability or leads to or instigates a crime;
- b. is illegal;
- c. is threatening, harassing, offensive, fraudulent, libellous, misleading, racist, discriminatory, glorifies violence, indecent, obscene or pornographic;
- d. may induce others to abuse alcohol, tobacco, drugs or other similar substances or products, plays down the risks of their consumption, or promotes it;
- e. makes medical and health claims;
- f. promises certain effects from regulated goods and comestibles which go beyond their mere consumption as such;
- g. originates from minors and concerns products or services which cannot be sold to minors;
- h. infringes or affects the rights of third parties (including all intellectual property rights, e.g. copyrights or trademarks);
- i. is technically harmful, e.g. contains malicious code;
- j. comprises confidential data and/or infringes or affects the privacy of third parties;
- k. deceives others as to your identity (in particular by passing yourself off as another person);
- l. is false;
- m. advertises other websites, products or services (posting telephone numbers, e-mail addresses or links, for example, is not permitted)
- n. advertises other websites, products or services which are offered by you or your employer.

In addition, for Trusted Shops "Product reviews", review comments must not have content that:

- o. does not refer to the product, e.g. experiences with certain sellers;
- p. is not based on your own experience with the product.

For image files which are uploaded in the Trusted Shops system and subsequently published as a part of a review, as well as for their contents, the abovementioned rules apply in addition to the following restrictions:

- q. The upload of images containing clearly recognisable faces, especially of minors, which hence makes it possible to identify the people in the picture, is strictly prohibited;
- r. You may only upload pictures of the product you have personally ordered and received from the retailer in question; images of another product, even if it is identical, are not allowed;

- s. Images showing a certain retailer in a bad light or presenting them in a positive way without any connection to the subject of the review (shop or product) are strictly prohibited; this includes, for example, among others: images of the company's internal operations or its premises, images of public appearances of the retailer etc.

E. Liability for content/corrections

1. We verify all customer reviews before publishing them. To this end, we have introduced specific automatic and manual verification measures. This way, we make sure that only authentic customer experiences are visible publicly and that prohibited content is filtered out (see the list of prohibited content in section D).
2. The automatic check of all reviews for compliance with our terms of use is carried out before publication, e.g. via word filters. However, Trusted Shops checks reviews after publication, too. This happens when an online shop, a consumer, or any other person reports a suspicious review. First, our expert team checks allegedly suspicious reviews manually. In complicated cases, we decide with the help of lawyers whether the reviews in question comply with our terms of use and the applicable legislation and whether they offend common decency. (For instance, we may decide not to publish a review if its content is liable to prosecution, offensive, or false. You can find further reasons for denying publication in section D). To clarify a controversial review, we may get in touch with the author. We also inform them via e-mail in case we decide to withdraw the publication of the review they submitted. In this case, we invite them to leave a new review in compliance with the terms of use and with no inadmissible content. We reserve our right to contact the competent authorities in cases of published illicit content.
3. Should an image be reported as problematic, we shall remove it while we assess whether it violates legal requirements and/or our own terms and conditions. The rest of the review (the text) as well as the score given will, however, remain visible. If the image proves to indeed be in violation of the law and/or our T&Cs, it shall be permanently removed but the rest of the review shall remain intact, as far as it does not constitute a similar violation, and play a role in the overall score of the product or online shop in question. In case of repetitive violations by the same user, we reserve our right to temporarily or permanently block the image upload function for this user.

F. Publication and storage

1. Once they have gone through our control measures and have been confirmed by the author, all reviews are published unchanged and without making any selection. We don't buy customer reviews, nor do we offer other services in return for them.
2. Reviews are displayed chronologically from the most recent to the oldest. It is possible for a shopper to set a filter to display only the reviews with a certain rating. In this filtered view, reviews are also displayed chronologically from the most recent to the oldest.
3. Review comments are visible in the first 12 months after publication. After these 12 months, review comments are no longer displayed in the review profile, but the reviews themselves are still included in the total number of reviews received by the shop.

G. Clear rating system

1. The rating scale ranges from five stars (= 'excellent') to one star (= 'very poor').
2. You leave an overall rating of your purchase or your experience with the rated company. This rating is then published and is a part of the average rating score of this company. The average score (arithmetic mean) is calculated from the ratings of all users in the previous twelve months.
3. If you are asked for single ratings of the product, the delivery, and the customer service during the review, the average score (arithmetic mean) is calculated based on those single ratings, and this average score in turn is a part of the overall rating of the rated company.

H. Online dispute resolution

Online dispute resolution according to Art. 14 (1) Regulation on consumer ODR: The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed under <http://ec.europa.eu/consumers/odr/>. Consumers have the possibility to use this platform for

resolving their disputes. We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body.