

## Trusted Shops Membership Terms

These Membership Terms, the Membership Application Form, the Specifications of Service, the Price List and the Exclusion Catalogue set out the terms relating to the Trusted Shops membership ("Membership Agreement"). At the same time, the parties conclude an agreement on the processing of personal data on behalf of the controller, which is attached to the Membership Agreement. The Membership Agreement is entered into by and between Trusted Shops, a German company, and the Online Member ("Member"). This Membership Agreement will be effective upon Trusted Shops' acceptance of the Member's membership application (the "Effective Date").

### THE PARTIES HERETO AGREE AS FOLLOWS:

**"Customer"** means someone who buys goods or services from the Member or uses the Member's Website.

**"Customer Reviews"** means the technology provided by Trusted Shops which enables the Member to collect and manage Customers' ratings and display a summary of these ratings directly on the Website(s) according to the Specifications of Service.

**"Online System"** means the online system provided by Trusted Shops as specified and licensed in the Specification of Services.

**"Services"** means the Online System, technology, content and further services provided by Trusted Shops as specified in the Specifications of Service.

**"Trusted Shops"** means Trusted Shops GmbH.

**"Trustbadge"** means the element provided by Trusted Shops that delivers information on Customer Reviews to be displayed on the Website(s).

**"Trusted Shops Brands"** means Trusted Shops' trade names, trademarks, logos and other distinctive brand features, including but not limited to the word mark "Trusted Shops" and the text and picture mark "Trusted Shops Guarantee".

**"Website(s)"** means the Website(s) or parts thereof located at the URL(s) as specified in the Membership Application Form or added via the Online System, and approved by Trusted Shops.

#### 1. Integration of the Trustbadge

- 1.1. Following the Effective Date, the parties will work together in good faith to integrate the Trustbadge into the Website(s).
- 1.2. The Member must integrate the Trustbadge strictly in accordance with the integration instructions provided by Trusted Shops. Trustbadge code integration is mandatory. Trusted Shops is entitled to measure the number of orders through Trustbadge.
- 1.3. The Member will ensure that the Trusted Shops Trustbadge is integrated only on the Website(s), and only in accordance with the terms and conditions of this Membership Agreement.

#### 2. Intellectual Property; Use of Trusted Shops Brands

- 2.1. Trusted Shops owns all intellectual property rights (including copyright, patent rights, trade marks, design rights, rights in or relating to databases and rights in or relating to confidential information) in the Trusted Shops Brands, the Online System and anything else supplied or licensed to the Member under the scope of this Membership Agreement.
- 2.2. Except to the extent expressly stated in this clause, or expressly agreed individually, neither the Membership Agreement nor the supply of any information grants the Member any licence, interest or right in respect of any intellectual property rights of Trusted Shops.
- 2.3. Trusted Shops may use and display the Member's brands for purposes of marketing and promoting Trusted Shops and the Member's membership.

#### 3. Fees and terms of payment

- 3.1. The amount of the membership fee is based on the package-related services of Trusted Shops according to the Price List.
- 3.2. The membership fee is due at the beginning of each contract year in advance. Trusted Shops may charge interest on overdue payment at 8% per year or part thereof, until payment is received.
- 3.3. The parties may enter into a deferred payment agreement separately. Trusted Shops is entitled to terminate any deferred payment agreement, if the Member is in arrears with payment of an instalment for more than one month. In such cases the outstanding payment for the contractual year becomes due with immediate effect.
- 3.4. The Member agrees that all invoices are submitted by e-mail and assures that the transmitted VAT Identification Number is correct and authorises Trusted Shops to use it for reverse charge sales.
- 3.5. On request, the Member shall disclose its annual turnover at the end of a fiscal year to Trusted Shops. If the Member's actual turnover during the previous fiscal year exceeded the estimated

turnover by 10% or more, Trusted Shops may recalculate the membership fee in accordance with the Price List and charge the Member the difference between the recalculated membership fee and the membership fee actually paid and apply the recalculated membership fee in future.

- 3.6. Trusted Shops may recalculate the membership fee at any time if it becomes apparent that the actual turnover of the Member will significantly exceed its estimated turnover. Trusted Shops may use the average monthly sales figures projected on the fiscal year as a basis for this calculation.
- 3.7. Without limiting its rights under these Membership Terms or otherwise, Trusted Shops may, in its discretion, suspend its Services if the Member is late in paying any invoice for more than 30 days, provided that a reminder notice has been sent to the Member before.

#### 4. Member's obligations

- 4.1. The Member must not make available, offer or otherwise distribute content that is defamatory, offensive, racist, pornographic or otherwise unlawful or illegal through its Website(s). In particular this includes all merchandise and services stated in the Trusted Shops Exclusion Catalogue (TS-ASK\_EN).
- 4.2. During the term of this Membership Agreement, the Member shall respond to all enquiries by Trusted Shops and Customers within five (5) business days by using the Online System and shall submit all documents necessary to enable Trusted Shops to evaluate customer complaints or claims within this period.
- 4.3. If the Member does not contract directly with Customers but acts as an intermediary between the Customer and a third party, the Member shall assure that the third party complies with the obligations set out in this section 3.7 and shall be liable for any breach thereof by the third party supplier. Any failure to comply by the third party will be deemed as a failure of the Member.

#### 5. Use of Customer Reviews

- 5.1. No Member may use Customer Reviews dishonestly or fraudulently, for example by submitting positive ratings that have been written by the Member or an instructed third party in order to generate an inaccurate impression about the Member's quality or by preventing or attempting to prevent truthful negative ratings by aggressive behaviour, threatening with legal action or offering benefits, discounts or other incentives to its Customers or Trusted Shops' employees.  
The Member must, upon request and without delay, submit to Trusted Shops documents and supply supporting evidence that verify the authenticity of a rating (e.g. invoices which show that the person submitting a rating is a customer of the Member).
- 5.2. The Member can apply for a submitted comment to be deleted in case of misrepresentation or defamation and apply for a submitted rating to be deleted in case of fake ratings. If the Member provides proof that the comment or rating is unlawful, Trusted Shops will then delete the rating or comment in its sole discretion.
- 5.3. When inviting Customers to submit ratings, or when using the Trusted Shops systems for sending rating requests via Trusted Shops, the Member shall observe the following obligations:
  - a) the Member shall ensure that invited Customers have given their consent to receive such e-mails; and
  - b) the Member shall ensure that all Customers are invited equally and identically to submit a rating. This also applies when rating invitations are emailed to several previous Customers by way of Trusted Shops' Online System.
  - c) The Member may not invite selected Customers to submit a rating, but shall invite all or no one; and
  - d) the invitation to submit a rating shall be unbiased and independent of whether the Customer is expected to have had a positive or negative experience in connection with its purchase.
- 5.4. Member is encouraged to use the default text suggested by Trusted Shops in the Online System. Member must only modify the content of the e-mail in line with the applicable law and must not include content that:
  - is subject to criminal liability or leads to or instigates a crime;
  - is illegal;

- is threatening, harassing, offensive, fraudulent, libellous, misleading, racist, discriminatory, glorifies violence, indecent, obscene or pornographic;
  - infringes or affects the rights of third parties (including all intellectual property rights, e.g. copyrights or trademarks);
  - is technically harmful, e.g. contains malicious code;
  - comprises confidential data and/or infringes or affects the privacy of third parties;
  - deceives others as to your identity (in particular by passing yourself off as another person);
  - is false;
  - advertises other websites, products or services (posting telephone numbers, e-mail addresses or links, for example, is not permitted).
  - is unrelated to the topic
- 5.5. Without limiting any other remedy that Trusted Shops may have under this Membership Agreement or otherwise, if the Member fails to comply with the obligations set out in this section 5, Trusted Shops shall be entitled,
- for the duration of the breach of obligation, to block access to the Online System entirely or in part, block access to the Member's rating profile and stop the display of the Trustbadge on the Website(s); and
  - demand, in its sole discretion and by written notice, that the Member complies with the obligations set out in this section 5 within a reasonable period of time specified by Trusted Shops or shall remove the integration and all information about the Customer Reviews from the Website(s).
- If the Member continues to use Customer Reviews or references to it without complying with the requirements under this section 5 and despite receiving a warning, Trusted Shops may terminate the contract with immediate effect.
- If the Member uses the Customer Reviews dishonestly or fraudulently (acc. to section 5.1), or fails to comply with the obligations set out in section 5.3 and 5.4, Trusted Shops shall also be entitled
- to permanently delete either those ratings affected or all ratings and to reset the system to its original state, and
  - in the event of grossly negligent or intentional breach of these obligations, to immediately, i.e. without issuing a prior warning, terminate the contract.
- 5.6. The Member must indemnify and hold Trusted Shops harmless against any and all liabilities, damages, or expenses whatsoever, including, without limitation, reasonable attorneys' fees, which Trusted Shops incurs as a result of disputes with third parties, and which result from (i) the Member's dishonest or fraudulent use of the Customer Reviews (acc. to section 5.1) or (ii) the Member's culpable failing to comply with the obligations set out in section 5.3 and 5.4.
- 5.7. The Member may only use Customer Reviews for its own purposes, i.e. to evaluate and display the ratings of its own customers, unless Trusted Shops has explicitly agreed in writing to use for other purposes. The member may use the collected reviews for his marketing purposes, e. g. within the Website(s), flyers, banners, but must in each case clarify, that the reviews were collected by Trusted Shops Customer Reviews.
- 6. Warranties; Limitations of Liability**
- 6.1. The Member acknowledges that there may be delays or failures relating to the operation of or access to the Online System due to technical difficulties that are outside of Trusted Shops' reasonable control, and that Trusted Shops does not warrant or represent that the Online Systems will be accessible, available and error-free at all times.
- 6.2. Trusted Shops warrants that any Services provided under the scope of this Membership Agreement will be provided with reasonable skill and care and using appropriately qualified and skilled personnel.
- 6.3. Apart from the terms set out in this Membership Agreement, and to the fullest extent permitted by law, no other warranties, conditions or other terms shall apply to the supply of Trusted Shops Brands, the Online System or Services set out in this Membership Agreement (whether express or implied), including any implied warranties, conditions or terms relating to satisfactory quality, merchantability or fitness for any particular purpose.
- 6.4. Neither party's liability: (a) for death or personal injury resulting from its negligence or that of its employees or agents; (b) under Part I of the Consumer Protection Act 1987; (c) for fraudulent misrepresentation or for any other fraudulent or dishonest act or omission; or (d) to pay any sums properly due and payable to the other party under the Membership Agreement; is excluded or limited by these Membership Terms, even if any other term would otherwise suggest that this might be the case.
- 6.5. Other than as set out in section 6.4, Trusted Shops shall not be liable (whether for breach of contract, negligence or for any other reason) for any of the following: (a) loss of profits; (b) loss of

revenue; (c) loss of sales; (d) loss of opportunity; (e) loss of goodwill or reputation; or (f) any indirect, consequential or special loss.

- 6.6. Subject to sections 6.4 and 6.5, Trusted Shops' total aggregate liability for all claims arising from or in relation to any given event or series of connected events under this Membership Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited: (a) to an amount equal to 125% of the total amounts paid or payable by the Member under the Membership Agreement in the 12 months preceding the month in which the event (or first in a series of connected events) occurred; or (b) if the amount referred to in (a) cannot be calculated accurately at the time the relevant liability is to be assessed, or if it is less than £5,000, to £5,000; whichever is greater.

## **7. Confidentiality**

- 7.1. Each of the parties to this Membership Agreement intends to disclose information ("Confidential Information") to the other party to exercise rights and fulfil obligations under this Membership Agreement ("Purpose"). Each party to this Membership Agreement is referred to as "the Recipient" when it receives or uses the Confidential Information disclosed by the other party. The Recipient undertakes not to use the Confidential Information disclosed by the other party for any purpose except the Purpose, without first obtaining the written consent of the other party.
- 7.2. The Recipient undertakes to keep the Confidential Information disclosed by the other party secure and not to disclose it to any third party except to its employees and professional advisers who need to know the same for the Purpose, who know they owe a duty of confidence to the other party and who are bound by obligations equivalent to those in this clause.
- 7.3. The undertakings set out above apply to all of the information disclosed by each of the parties to the other, regardless of the way or form in which it is disclosed or recorded but they do not apply to: any information which is or in future comes into the public domain; or any information which is already known to the Recipient and which was not subject to any obligation of confidence before it was disclosed to the Recipient by the other party.
- 7.4. Nothing in this Membership Agreement will prevent the Recipient from making any disclosure of the Confidential Information required by law or by any competent authority.
- 7.5. The Recipient will, on request from the other party, return all copies and records of the Confidential Information disclosed by the other party to the Recipient and will not retain any copies or records of the Confidential Information disclosed by the other party.

## **8. Term and Termination**

- 8.1. This Membership Agreement will begin on the Effective Date and remain in effect for an initial term of 12 months and will be automatically extended for a further period of 12 months unless terminated to the end of the current term by either party with three (3) months prior written notice to the other party.
- 8.2. Provided that Member completes the integration of the Trustbadge in accordance with section 1 above within four weeks following the conclusion of the Membership Agreement, Member may terminate this Membership Agreement with one (1) month prior written notice to the end of the first six (6) months of membership during the initial term.
- 8.3. When the Member books additional options during the term of this Membership Agreement each option can be terminated with three (3) months prior written notice to the end of the term.
- 8.4. With the termination of the membership contract all booked additional options are terminated automatically.
- 8.5. The termination of additional options does not affect the Membership Agreement as a whole.
- 8.6. Either party may terminate this Membership Agreement with immediate effect by written notice to the other party in the event that the other party materially breaches one or more of its obligations under this Membership Agreement and it is not possible to remedy that breach, or it is possible to remedy that breach, but the other party fails to do so within 30 days of being asked to do so; or the other party ceases to pay its debts or becomes insolvent.
- 8.7. Without limiting its rights in section 8.6 and without prejudice to any other claims that Trusted Shops may have against the Member under the Membership Agreement or otherwise, Trusted Shops may terminate this Membership Agreement with immediate effect by notice in writing if the Member
- fails to comply with a notice given under sections 5.5;
  - or is in arrears with payments for more than two months.

## **9. Miscellaneous**

- 9.1. **Notices.** All notices given or required under this Membership Agreement must be made in writing.
- 9.2. **Assignment.** This Membership Agreement shall not be assignable or transferable by either party, by operation of law or otherwise, without the prior written consent of the other party.
- 9.3. **Contract language.** The official contract language is English.

- 9.4. **Governing Law.** This Membership Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Membership Agreement.
- 9.5. **Entire Agreement.** This Membership Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior negotiations, understandings and agreements on that subject.
- 9.6. **Amendments.** This Membership Agreement may only be added to or modified or amended in writing. However, Trusted Shops may amend these Membership Terms and/or the fees by giving notice in writing to the Member. Such amendments will be deemed to be approved by the Member unless the Member objects to the amendments in writing and terminates the Membership Agreement within thirty 30 days following receipt of such notice.
- 9.7. **No Waiver.** No waiver of any provision of this Membership Agreement, or consent to any departure from the terms of this Membership Agreement, shall be effective unless the same shall be in writing and signed by the party waiving or consenting thereto.
- 9.8. **Severability.** If any provision of this Membership Agreement is found invalid or unenforceable, such provision shall be enforced to the maximum extent permissible by law and the other provisions of this Membership Agreement shall remain in full force and effect.
- 9.9. **Survival.** Sections 2.2, 2.3, 6, 7 and 9 will survive any termination of this Membership Agreement.
- 9.10. **Relationship of the parties.** This Membership Agreement shall not constitute either party the agent or legal representative of the other party for any purpose whatsoever. This Membership Agreement creates no agency, partnership, or joint venture, and both parties are acting as independent contractors.
- 9.11. **No Third Party Beneficiaries.** The parties do not intend that any of the terms of this Membership Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 9.12. **Force Majeure.** No party shall be liable for failure to perform any of its obligations under this Membership Agreement when such failure is due to a cause (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action, and Internet disturbance) beyond the party's reasonable control

## Additional terms and conditions for optional „Trustmark” services

In the event that the member should use the “Trustmark” option, the terms and conditions under this subsection apply in addition. The Quality Criteria including the Performance Standards form part of this Membership Agreement.

### Additional Definitions

“**Buyer Protection**” means the Trusted Shops Guarantee and the Services provided by Trusted Shops for Customers.

“**Quality Criteria**” means the quality standard as defined and amended, from time to time, by Trusted Shops the Member commits

to comply with by entering into this Membership Agreement. The Quality Criteria do also include the Performance Standards.

“**License Conditions**” means the conditions subject to which Trusted Shops grants the Member the right and licence to use the Trusted Shops Brands on the Website(s) as set forth in section 10.1.

“**Performance Standards**” means the performance indices as defined and amended, from time to time, by Trusted Shops measured if at least 20 transactions were covered by the Trusted Shops Guarantee.

“**Trusted Shops Guarantee**” means the money-back guarantee which protects Customers' from losing the paid purchase price

according to the terms and conditions for the Trusted Shops Guarantee.

“**Trustmark**” means the text and picture mark “Trusted Shops Guarantee”.

### Additional terms and conditions

#### 10. Licence conditions – Use of Trusted Shops Brand

- 10.1. During the term of this Membership Agreement, Trusted Shops grants to the Member a limited, revocable, non-exclusive and non-transferable right and licence to use the Trusted Shops Brands on the Website(s), for which the Member ordered the trustmark option, if the Member
- complies with the current version of the Quality Criteria; and
  - offers Customers the Trusted Shops Guarantee; and
  - meets the Performance Standards; and
  - uses any logos supplied by Trusted Shops in unmodified form, size, design and description and linked to the verification-system provided by Trusted Shops; and
  - fulfils the obligations laid down in sections 4, 5 and 13.
- 10.2. Trusted Shops will display the Trustmark in the Trustbadge if and as long as the Member fulfils the aforementioned requirements.
- 10.3. In respect of Website(s) expressly targeted to countries outside the United Kingdom, the Member shall comply with the applicable Trusted Shops Quality Criteria, which can be downloaded from the download directory at [www.trustedshops.com](http://www.trustedshops.com), after selection of the relevant country page.
- 10.4. The Member may only use Trusted Shops Brands in brochures, catalogues and any other advertisements that refer to the Member's Website(s) subject to Trusted Shops' additional terms and conditions relating to such use.
- 10.5. Except to the extent expressly stated in this clause, neither the Membership Agreement nor the supply of any information grants the Member any licence, interest or right in respect of any intellectual property rights of Trusted Shops.
- 10.6. Trusted Shops may use and display the Member's brands for purposes of marketing and promoting Trusted Shops and the Member's membership.
- 11. Changes to the Quality Criteria**
- 11.1. Trusted Shops may amend or update the Quality Criteria including the Performance Standards from time to time.
- 11.2. If Trusted Shops amends or updates the Quality Criteria, it will notify the Member of the changes via e-mail. The Member shall be

responsible for ensuring their full compliance with the amended or updated Quality Criteria.

#### 12. Failure to comply with license conditions

- 12.1. Members are responsible for ensuring their full compliance with the License Conditions, including, but not limited to, compliance with the Quality Criteria and meeting all of the Performance Standards. Trusted Shops may, during the term of this Membership Agreement, conduct audits to verify compliance with the License Conditions.
- 12.2. Without limiting any other remedy that Trusted Shops may have under this Membership Agreement or otherwise, if the Member fails to meet one or more of the License Conditions set out in section 1, the license shall be revoked automatically. In such case, Trusted Shops will work with the Member to improve the Member's performance and may
- demand by written notice that the Member either complies with the License Conditions within a specified period of time or remove the Trusted Shops Brands and all references to Trusted Shops from its Website(s)
  - if the Member still fails to comply with the License Conditions after the expiry of the notice, Trusted Shops may set the Trustmark status to “invalid”, following which Customers will no longer be able to register for the Trusted Shops Guarantee.
- 12.3. The specification of a period of time can be dispensed with if the Member seriously and definitively refuses to comply with a license condition, or there are special circumstances which, when the interests of both parties are weighed, justify immediate revocation, including, but not limited to where the Member sells prohibited items or is in significant delay with responding to Trusted Shops' or Customers' enquiries.

#### 13. Member's obligations

- 13.1. The Member shall comply with the Quality Criteria during the term of this Membership Agreement and shall notify Trusted Shops immediately of any revisions of the Website(s) that may affect the compliance with the Quality Criteria (e.g. translation into foreign languages, substantial changes of the business model etc.).
- 13.2. With regard to disputes with Customers: The Member shall submit to Trusted Shops delivery receipts, proof of refund or evidence that the Consumer is liable for diminished value of the goods resulting from handling of the goods other than what is necessary to establish the nature, characteristics and functioning of the goods.
- 13.3. If the Member breaches an obligation set out in section 4.2 or 13.2 for more than 10 days, Trusted Shops may impose a processing fee according to the Price List, provided that a reminder notice has been sent to the Member before.

#### 14. Term and termination

- 14.1. In addition to section 8.7 Trusted Shops may terminate this Membership Agreement with immediate effect by notice in writing if the Member
- fails to comply with a notice given under section 12.2; or
  - loses the right to offer the Trusted Shops Guarantee due to the nullification of the acknowledged guarantee coverage or the termination of the guarantee contract.
- 14.2. Section 8.8 applies mutatis mutandis for any termination according to section 14.1.

## **A Additional terms and conditions for the “Product Reviews” service**

In the event that the member should use the option “Product Reviews”, the regulations of this subparagraph apply in addition to the other terms and conditions of the membership agreement.

### **A1 Additional duties when using the Product Reviews option**

- A1.1 With regard to the use of the reviews system in general section 5 above applies to members who use the Product Reviews option.
- A1.2 In the event that the member should make use of the option to forward URLs referring to product images to Trusted Shops in order that Trusted Shops may display these images on the evaluation form on the pages of Trusted Shops, the member undertakes and ensures Trusted Shops that he/she will exclusively forward links to such product images for which the member possesses the copyrights and is entitled to grant licences according to the following requirements or possesses a licence for the use of the image and is entitled to grant sub-licences according to the following requirements.
- A1.3 In addition the member also ensures that it will only forward to Trusted Shops such data (e.g. links to images, product descriptions, item numbers, product identification), which refer to the product ordered, supplied and therefore to be evaluated, in particular only images and descriptions of these products.
- A1.4 The member shall neither forward any links whose images might cause Trusted Shops to violate current law nor any images that the average viewer might regard as pornographic or obscene, nor any images with either National Socialist, racist or xenophobic reference, also insofar as no indictable relevance exists.
- A1.5 The member is also obliged not to forward any product image that might violate the rights of third parties, in particular any trademark rights.

### **A2 Licence of use, product images**

- A2.1 The member herewith grants Trusted Shops the non-exclusive and non-conferrable right to use the forwarded product images time-wise and spacially without limitation and for the purposes stated in this agreement, in particular but not exclusively the reproduction of the product image in the evaluation form and in evaluation profiles. This expressly includes the following types of use: reproduction, publication, editing and distribution, in print, offline and online communication, mobile, push services, social media, as well as types of use, which will only become known in future insofar as these become necessary for providing the contractual duties.
- A2.2 The member shall grant Trusted Shops the aforementioned rights free of charge.

### **A3 Indemnification in the case of using the reviews system in violation of the contract**

In the event of any violation of the rights of third parties through the culpable violation of duties according to subparagraph A1. the member shall, against proof, indemnify Trusted Shops against all claims and damages claims arising therefrom which might be asserted against Trusted Shops, as well as against all costs of legal defence.

### **A4 Use of Product Reviews**

The member may use the collected Product Reviews for his own marketing purposes. This licence grant remains in force even after termination of the contract.