

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 under joint controllership, 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.

"Gross Turnover" means, unless otherwise specified, the Member's turnover in the contractually covered online shop(s), including VAT, before deduction of all cancellations, irrespective of their underlying legal reason (e.g. statutory cancellation, warranty, voluntary or contractually agreed returns, etc.), and irrespective of whether a cancellation entails a refund.

"Online System" means the online system provided by Trusted Shops as specified and licenced 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 AG.

"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 existing intellectual property rights (including copyright, trade marks, design rights, rights in or relating to databases and rights in or relating to trade secrets) in the Trusted Shops Brands, the Online System and anything else supplied or licenced 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. 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.

- 3.5. 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.

- 3.6. Upon conclusion of the contract and at the end of each contractual year, the Member shall, unprompted, provide truthful information, which is based on verifiable turnover figures for the last 12 months, about the anticipated gross turnover (before deduction of all cancellations, returns, etc.) generated in the current fiscal year throughout all its Websites registered with Trusted Shops. Trusted Shops is entitled to demand the proof on which this anticipation is based.

- 3.7. If the Member fails to provide information in accordance with Subsection 3.6, Trusted Shops is entitled to estimate the gross turnover by extrapolation or by using other sources of information, and/or to request proof from the Member for its gross turnover in the last twelve months. The Member is entitled to prove that its actual gross turnover deviates from the value estimated by Trusted Shops.

- 3.8. If the gross turnover, as indicated by the Member in accordance with Subsection 3.6, or as estimated in accordance with Subsection 3.7, exceeds or falls short of the anticipated gross turnover previously used as the basis for calculating the fee, a reclassification into a new turnover class may be demanded in accordance with the price list, with effect for the following contractual year, both with regard to the basic membership fee and with regard to any booked individual services calculated on a turnover basis.

- 3.9. If during the current contractual year Trusted Shops establishes that the Member's actual gross turnover significantly exceeds the anticipated gross turnover previously used as a basis (always presumed in case of an excess of 20% and/or 100,000 €), Trusted Shops may recalculate the membership fee in accordance with the price list within the current contractual year, with effect from the respectively following month. In such cases, the recalculation shall be based on the average monthly turnover extrapolated to the contractual year. The Member is entitled to prove that its actual gross turnover deviates from the estimated value.

- 3.10. If the Member is required or wishes to provide proof of its gross turnover in accordance with the above provisions, the following documents in particular shall be deemed to be reliable proof:

- a) A formal report on the last closed fiscal year (annual report);
- b) Proof / confirmation from a tax advisor or auditor;
- c) An extract (e.g. as a screenshot) from the Member's inventory management system or shop software system.

4. Member's obligations

- 4.1. The Member must comply with applicable law and may not make available, offer or otherwise distribute through its Website(s) goods, services or content that are defamatory, offensive, racist, pornographic or otherwise unlawful or illegal. In particular this includes all merchandise and services stated in the Trusted Shops Exclusion Catalogue (TS-ASK_EN).

- 4.2. The Member must provide at its own expense that the technical requirements necessary for the use of the online systems provided by Trusted Shops are met, in particular by preparing its own systems for the use of the services.

- 4.3. The Member is obliged to protect its access credentials (user name and password) against unauthorised use by third parties and to keep its password secret. The Member must inform Trusted Shops immediately if it has reasonable suspicion that its access credentials have been misused.

- 4.4. During the term of this Membership Agreement, the Member shall respond to all enquiries by Trusted Shops and Customers within five (5) 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.

- 4.5. The Member shall name at least one person of contact, and provide their contact details, to whom Trusted Shops can turn for all enquiries in connection with this Membership contract.
- 4.6. 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 Section 4, 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.
- 4.7. The User/Member grants Trusted Shops and companies affiliated with Trusted Shops in terms of Section 15 of the German Stock Corporation Act (AktG), the non-exclusive, gratuitous right to use the company logo (brand) of the User/Member during the term of the agreement for their own advertising and marketing purposes on the company websites, in social media presence and in newsletters in order to draw attention to the cooperation (reference mention).
- 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:
- the Member shall ensure that invited Customers have given their consent to receive such e-mails; and
 - 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.
 - The Member may not invite selected Customers to submit a rating, but shall invite all or no one; and
 - 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. 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.
- 8.3. With the termination of the membership contract all booked additional options are terminated automatically.
- 8.4. The termination of additional options does not affect the Membership Agreement as a whole.
- 8.5. 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.
- 8.6. 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.
- 8.7. The turnover-based recalculation of the membership fees, as well as of the fees of any turnover-based individual services booked by the Member, pursuant to Subsections 3.5 et seq. shall be carried out in accordance with the Price List agreed upon at the time of the conclusion of the contract, or with the agreed individual price scale, and shall thus not entitle to an immediate termination.

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.

“**Licence 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 a money-back guarantee which protects customers in accordance with the guarantee conditions. For the difference between the Trusted Shops Guarantee and the Trusted Shops Buyer Protection, cf. Sections 3 and 5 of the [Membership Terms for Buyers](#) as well as Section 11 of the [List of Services](#).

“**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

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, German law. The German 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

- compliance with the Quality Criteria (e.g. translation into foreign languages, substantial changes of the business model etc.).
- 11.3. 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.
- 11.4. The Member is obliged to reimburse Trusted Shops for any payment made by the latter in the form of a Buyer Protection refund (Section 3 of the Membership Terms for Buyers) along with any additional costs incurred in this context, without prejudice to any further compensation claims Trusted Shops may have. Trusted Shops will invoice the Member for such payments which Trusted Shops will list in detail.
- 11.5. On request, the Member will provide Trusted Shops with qualified information that enables an appropriate creditworthiness check. Trusted Shops is entitled to forward this information to the cooperating insurers for the purpose of checking the Member's creditworthiness. Trusted Shops and the insurers are contractually obliged to maintain the confidentiality of sensitive information and will only use this for the aforementioned purpose and will not forward it to third parties.
- 12. Changes to the Quality Criteria**
- 12.1. Trusted Shops may amend or update the Quality Criteria including the Performance Standards from time to time.
- 12.2. 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.
- 13. Failure to comply with licence conditions**
- 13.1. Members are responsible for ensuring their full compliance with the Licence 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 Licence Conditions.
- 13.2. 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 Licence Conditions set out in section 10, the licence 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 Licence 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 Licence Conditions after the expiry of the notice, Trusted Shops may set the Trademark status to "invalid", following which Customers will no longer be able to register for the Trusted Shops Guarantee.
- 13.3. The specification of a period of time can be dispensed with if the Member seriously and definitively refuses to comply with a licence 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.
- 13.4. If the Member breaches an obligation set out in section 4.2 or 11.3 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.
- 13.5. Any further claims of Trusted Shops arising from unauthorised use of the Trusted Shops trademarks shall remain unaffected.
- 14. Intermediary**
- Subsection 4.6 shall apply accordingly to all obligations laid down in Sections 10, 11, 12, and 13.
- 15. No legal consulting**
- Within the scope of an inspection of the Member's Website(s), Trusted Shops only examines its / their compliance with the licence conditions. A positive test result does not include the statement that the Member's Website(s) is / are compliant with all relevant regulations, in particular regulations pertaining to unfair competition or unfair contractual terms.
- 16. Term and termination**
- 16.1. 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.

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.

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| <p>A1 Additional duties when using the Product Reviews option</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> | <p>A2 Licence of use, product images</p> <p>A2.1 The Member herewith grants Trusted Shops the non-exclusive and non-conferrable right to use the forwarded product images time-wise and spatially 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.</p> <p>A2.2 The Member shall grant Trusted Shops the aforementioned rights free of charge.</p> <p>A3 Indemnification in the case of using the reviews system in violation of the contract</p> <p>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.</p> <p>A4 Use of Product Reviews</p> <p>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.</p> |
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B Additional terms and conditions for the “Reputation Manager” service

In the event that the Member should use the service „Reputation Manager“, the regulations of this subparagraph apply in addition to the other terms and conditions of the Membership Agreement.

The Reputation Managers is an interface serving as an intermediary to other rating and review platforms the Member might have registered and be operating profiles for their online presences in. The Reputation Manager offers an easy way to manage ratings from all those platforms, as well as reviews and ratings from Trusted Shops' own review system in one place.

The Reputation Manager is a Trusted Shops service. All other platforms, products and services, service providers as well as their respective brands and trademarks which may be supported and/or displayed in our tool are neither owned nor offered by or partnered with Trusted Shops. Their use is subject to the terms, conditions, and any other contractual agreements concluded between you and the platform providers.

B1 Additional duties when using the Reputation Manager

- B1.1 With regard to the use of the reviews system in general, section 5 and sections A1-A4 above apply to Members who use the Reputation Manager.
- B1.2 In the event that the Member should make use of the option to forward URLs referring to review profiles on other platforms to Trusted Shops in order that Trusted Shops links them with the Member's Reputation Manager profile, the Member undertakes and ensures Trusted Shops that he/she will exclusively forward links to such profiles of which the Member is the legitimate and authorised owner or representative. The Member must provide Trusted Shops with respective proof of this on the latter's request within a reasonable period of time determined by Trusted Shops.
- B1.3 The Member ensures that he or she is not in breach of contractual obligations towards other platform providers by using the Reputation Manager in any way whatsoever.
- B1.4 Compulsory content in the review invite templates indicated as such may not be changed or removed.

B2 Indemnification in the case of using the Reputation Manager in violation of the contract

- B2.1 In the event of any violation of the rights of third parties through the culpable violation of the duties laid down in Section B1, 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.

B3 Temporary deactivation of the review profile

Trusted Shops reserves the right to deactivate the Member's review profile in the Reputation Manager or certain functions thereof if it has reason to suspect any abuse, especially in the sense of B1.2, until the situation has been clarified, i.e. until the Member has provided proof dismissing said suspicion.

C Additional terms and conditions for the “Smart Review Assistant” service

If the Member (or User) has booked the “Smart Review Assistant” service, the provisions of this subsection shall apply in addition to the remaining terms and conditions of the Membership Agreement.

C1 Scope and description of services

- C1.1 The Smart Review Assistant is an additional feature in the area of the eTrusted Control Center and allows the member / user to respond to received reviews. By clicking on a button, the AI service generates a possible response to the received review, which can be published and if necessary adjusted by the member. After clicking on the button, a summary of the review received is also generated and displayed in the Control Center.
- C1.2 The feature is offered in different packages depending on the number of reviews expected to be received per contract year. The member books the appropriate package according to the price list. If the number of reviews received per contract year is exceeded, the member must switch to a larger package (“Upgrade”). Otherwise, the feature will be deactivated until the next contract year when the agreed number of reviews is reached. A downgrade to a smaller package is only possible with effect from the next contract year.
- C1.3 Only responses to verified reviews of the last 12 months collected with the Trusted Shops rating system for one (1) online presence can be generated. Imported reviews are excluded from the feature. The number of responses generated must not exceed the number of reviews received, regardless of whether a response is published or not.
- C1.4 The member's right to use the Smart Review Assistant via the frontend in the Control Center is limited to the term of the contract and is non-exclusive, non-sublicensable and non-transferable. In particular, the user may not grant third parties access to the Smart Review Assistant. The user is not entitled to copy, modify, decompile, create derivative works or reverse engineer, disassemble, translate or otherwise attempt to change the source code of the services or parts thereof. This only applies if such an activity is not expressly permitted under § 69d and 69e of the German Copyright Act (UrhG).
- C1.5 The user receives a non-exclusive, non-sublicensable and non-transferable right of use to the generated answers limited to the term of the contract.
- C1.6 The Smart Review Assistant is 99% available on a monthly average (excluding planned maintenance and improvements). Due to the execution of necessary maintenance and improvement work, it is possible that the services or individual functionalities are temporarily unavailable.

- C2.1 The price of the service depends on the number of reviews received per contract year. The agreed price list applies.
- C2.2 In case of an upgrade, the adjusted usage fee shall be invoiced immediately on a pro rata temporis basis until the end of the current contract year.
- C2.3 The Smart Review Assistant service can be booked individually as an additional option for one online presence (shop), under one domain, in one language variant, with a focus on a target market.
- C2.4 The term follows the term of the main contract (membership contract or user contract eTrusted Platform). The option can be terminated individually with a notice period of 3 months to the end of the contract year. The availability of the additional packages depends on the selected main target market.
- C2.5 The right to extraordinary termination without notice for good cause remains unaffected.

C3 Obligations of the member

- C3.1 The member must meet the technical requirements for the use of the Smart Review Assistant provided by Trusted Shops at his own expense, in particular with regard to a sufficient Internet connection as well as the operating system and the browser.
- C3.2 The automatically generated responses to reviews must be reviewed and confirmed by the user before the content is published.

C4 Access Restriction

- C4.1 Trusted Shops is entitled to temporarily block access to the Smart Review Assistant if there are concrete indications that the member has seriously or repeatedly violated legal regulations or these Terms of Use.
- C4.2 When deciding on the blocking, Trusted Shops will take into account the legitimate interests of the member concerned, in particular whether there are indications that the member is not responsible for the violation. Trusted Shops will lift the block immediately as soon as the violation has ended.

C2 Terms of payment and contract period