

## 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) 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, 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

## 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.

## 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.

<b>A1 Additional duties when using the Product Reviews option</b>	<b>A2 Licence of use, product images</b>
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.	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.
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.	A2.2 The member shall grant Trusted Shops the aforementioned rights free of charge.
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.	<b>A3 Indemnification in the case of using the reviews system in violation of the contract</b>
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.	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.
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.	<b>A4 Use of Product Reviews</b>
	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.

## 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.

<b>B1 Additional duties when using the Reputation Manager</b>	
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.	
<b>B2 Indemnification in the case of using the Reputation Manager in violation of the contract</b>	
B2.1 In the event of any violation of the rights of third parties through the culpable violation of duties according to subparagraph 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.	
	B3.1 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.
<b>B3 Temporary deactivation of the review profile</b>	

## Appendix to the Trusted Shops membership contract on the processing of personal data by a data processor

between the member designated in the membership contract

- responsible party -

- hereinafter referred to as **the Principal**

and **Trusted Shops GmbH, Subbelrather Str. 15C, 50823 Cologne, Germany**- processor -

- hereinafter referred to as the **Contractor**

- collectively referred to hereinafter to as **the Parties**

The Parties have concluded an Agreement for the merchant's membership in Trusted Shops (hereinafter referred to as the **Main Agreement**), within the scope of which personal data can be processed by the Contractor on behalf of the Principal (**Order Processing**). This Appendix defines the obligations of the Parties with regard to privacy deriving from the Main Agreement, as described in detail in the Order Processing. They shall apply to the following activities (not exhaustive) that are covered by the Agreement and by which the Principal's personal data shall be processed by employees or agents of the Contractor (hereinafter referred to as **Data**):

- Graphic representation of Trustbadge as third party content within the framework of the Member's online presence (Logfiles) covered under the Agreement;
- Gathering of e-mail addresses and sending rating reminders by e-mail, provided these are not based on a separate contractual agreement between Trusted Shops and the parties concerned (in particular Trusted Shops membership for buyers); this concerns, in particular, the use of optional "Review Collector", "AutoCollection" and API functions;
- Collection of contact data and other company information (if needed, name, email and postal address, and phone number) when using the Trusted Shops **GDPR Manager**;
- Upload of documents, e.g. Data processing agreements, which are to be connected with the records of processing activities generated via the **GDPR Manager**.

The Appendices to this Appendix can be retrieved at [http://support.trustedshops.com/lp/en/legal\\_order\\_processing\\_appendices](http://support.trustedshops.com/lp/en/legal_order_processing_appendices). Trusted Shops may amend this Appendix and its Appendices by giving notice in writing to Principal. Such amendments will be deemed to be approved by Principal unless Principal objects to the amendments in writing within thirty 30 days following receipt of such notice.

### Definitions

For all terms mentioned hereunder, for which Art. 4 General Data Protection Regulation ( hereinafter referred to as the **GDPR**) provides a definition, such statutory definition shall also apply to this Agreement.

#### **A Object and duration of the order**

**A1** The object and duration of the order as well as the type and purpose of processing derive from the Main Agreement, including all Appendices and amendments.

**A2** The categories of data to be processed as well as the categories of the data subjects concerned are set out in **Appendix 1** attached hereto.

**A3** The term of this Appendix depends on the term of the Main Agreement, notwithstanding any additional obligations under the provisions of this Appendix.

#### **B Obligations of the Contractor**

**B1.1** The Contractor and any Person under its authority with access to personal data may process Data on data subjects solely within the scope of the Agreement and on the documented instructions of the Principal, unless an exception within the meaning of Article 28(3)(a) of the GDPR is applicable.

**B1.2** The Contractor shall inform the Principal immediately if it considers that an instruction violates applicable law. In such a case, the Contractor may suspend implementation of the instruction until confirmed or amended by the Principal.

**B1.3** The instructions shall be initially set out in the Main Agreement and can be confirmed subsequently by the Principal in writing or in an electronic format (text form) and must be immediately transmitted to a location designated by the Contractor by way of special verbal instructions.

**B1.4** Instructions that go beyond the contractually agreed services shall be treated as a request for a modification of service. Costs arising therefrom shall be borne by the Principal.

**B2** The Contractor shall design the in-house organisation in its area of responsibility in such way that the specific data protection requirements are satisfied. It shall meet the technical and organisational measures for adequate protection of the Principal's Data, which satisfy the requirements General Data Protection Regulation (Art. 32 GDPR). The Contractor shall take such technical and organisational measures that ensure the permanent confidentiality, integrity, availability and resilience of the system and services related to the processing.

**B2.1** The Contractor shall document the implementation of its technical and organisational measures before the start of processing, especially with regard to the precise execution of the order and submit it to the Principal for review.

**B2.2** The documented and agreed technical and organisational measures are attached hereto as **Appendix 2** and are part of this Agreement. The Principal is familiar with these technical and organisational measures and shall be responsible for ensuring an appropriate level of protection for the risks to the data to be processed.

**B2.3** The technical and organisational measures underlie technical progress and further development. Insofar as the Contractor is allowed to do so, it shall implement adequate

- alternative measures. In doing so, the security level must not fall short of the measures set out. Significant changes must be documented.
- B3** The Contractor is solely authorised to correct, delete or limit the processing of Data processed by subcontractors in strict observance of the Principal's documented instructions.
- B3.1** Excepted from this is the case of a data subject who makes a direct request regarding their rights to the Contractor. In this case the Contractor will contact the Principal to clarify whether the request of the affected party shall be processed by him or the Principal himself. After approval by the Principal, the Contractor is entitled to take all measures necessary to protect the rights of the persons concerned within the scope of his possibilities
- B3.2** The Contractor shall provide support to the Principal in processing and responding to requests from data subjects whenever possible with the proper technical and organisational measures. Costs justified in this regard shall be borne by the Principal.
- B3.3** Provided they fall within the scope of services, the concept of data deletion, the right to be forgotten, rectification, data portability and information in accordance with the instructions of the Principal must be immediately ensured by the Contractor.
- B4** In addition to compliance with the provisions of this assignment, the Contractor shall also ensure compliance with legal obligations pursuant to Art. 28-33 of the GDPR. In this particular regard, it shall ensure compliance with the following conditions:
- B4.1** The Contractor shall provide to the Principal the contact details of the in-house data protection officer, insofar as one must be appointed pursuant to Art. 37 of the GDPR. The internal data protection officer exercises his/her activity pursuant to Art. 38 f. of the GDPR.
- If the Contractor is not obliged to appoint a data protection officer, it shall designate for the Principal a contact person for matters related to the processing of personal data.
- B4.2** To preserve confidentiality during the execution of the tasks pursuant to Art. 28(3), p.2, b, 29, 32(4) of the GDPR, the Contractor shall use solely employees who are bound by an obligation of confidentiality and who have been familiarised beforehand with the relevant provisions on data protection. The Contractor shall ensure that it is prohibited for personnel assigned to the processing of the Principal's Data and other persons acting on behalf of the Contractor to process the Data outside the scope of the instruction.
- B4.3** The Contractor shall provide support to the Principal to the extent feasible for satisfying requests by the supervisory authorities or the queries and claims by data subjects pursuant to Chapter III of the GDPR, Art. 82 of the GDPR, as well as for compliance with the obligations set out in Art. 32 to 36 of the GDPR. Costs arising therefrom shall be borne by the Principal unless the Contractor is responsible for the assertion of such claims, inquiries and the occurrence of reporting obligations. Furthermore, the obligation to bear costs does not apply to the provision of information for the fulfilment of transparency obligations.
- B4.4** The Contractor shall immediately inform the Principal of any serious disruption to operations or any serious breaches by the Contractor or its personnel of the provisions for the protection of personal data for the Principal's assignment, the specifications hereunder or any other anomalies related to processing of the Principal's Data. It shall take the required measures for securing Data and mitigating possibly more harmful consequences for the parties concerned.
- B4.5** The Contractor shall immediately inform the Principal of control procedures and measures by the supervisory authority that are relevant to this assignment. This shall also apply to the extent that a competent authority investigates the Contractor's order processing as part of a regulatory or criminal offence related to the processing of personal data.
- B4.6** Insofar as the Principal, for its part, is exposed to inspection by the supervisory authority, for an offence or criminal proceedings, for the liability claim of a data subject or third party or any other claim related to the Contractor's order processing, the Contractor shall support it to the best of its ability. Costs justified in this regard shall be borne by the Principal.
- B4.7** The Contractor shall regularly inspect the internal processes as well as the technical and organisational measures to ensure that processing in its area of responsibility is consistent with the current requirements of data protection law and ensuring the protection of the data subject's rights.
- C** **Obligations of the Principal**
- C1** As part of this Agreement, the Principal shall be solely responsible ("Responsible Party" within the meaning of Art. 4(7) of the DSGVO) for regulatory compliance with the statutory provisions of data protection laws, in particular for the legality of the Data transfer to the Contractor as well as for the legality of the data processing. In particular, the Principal is responsible for effectively obtaining all necessary consents from the concerned parties as part of the execution of the order.
- C2** The Principal shall fully and immediately inform the Contractor of any errors or anomalies it detects from job results related to data protection provisions.
- C3** The Principal shall provide the Contractor with the name of a contact person for any data protection issues arising under the Agreement.
- D** **Subcontractor**
- D1** Subcontracting conditions in the context of this regulation means the provision of services by the Contractor to other Contractors commissioned in whole or in part for a service covered by the Agreement.
- D1.1** Ancillary services that the Contractor uses e.g. as telecommunication services, post/transport services, maintenance and user service or the disposal of data carriers, as well as other measures aimed at ensuring the confidentiality, availability, integrity and resilience of hardware and software of data processing Appendices, do not belong to this group, unless the Subcontractor can gain access to personal data. In order to ensure the privacy and protection of the Principal's data, the Contractor is also obliged to make the appropriate and legal contractual arrangements regarding ancillary services, even such which do not allow access to personal data and to take control measures.
- D2** The Contractor may only commission subcontractors (additional processors) after express prior written or documented consent by the Principal.
- D2.1** The Principal agrees to the commissioning of the subcontractor designated in **Appendix 3**, provided that a contractual agreement has been concluded between the Contractor and the Subcontractor for the processing of personal data on behalf of the Contractor, which imposes on this further subcontractor, by means of a contract or other legal instrument under Union law or the law of the Member State concerned, the same data protection obligations as those laid down in this Agreement or other legal instrument between the controller and the processor in accordance with Article 28 (3) GDPR.
- D2.2** Outsourcing to other subcontractors or changing the existing subcontractor is allowed, provided that:
- the Contractor shall notify the Principal of such outsourcing to subcontractors in writing or electronically with 30 days' prior notice.
  - the Principal raises no objection in writing or electronically against the planned outsourcing until the moment of transfer of data to the Contractor; **and**
  - a contractual agreement is prepared pursuant to Art. 28 Para. 2-4 of the DSGVO.
- D2.3** If no objection is raised within the time limit, consent to modify shall be deemed granted. Where an objection is raised and it proves impossible to find an amicable solution between the Parties, the Parties shall grant an exceptional right to termination with regard to the Main Agreement, until the time of transfer of the data to Subcontractor.

- D2.4 The transmission of the Principal's personal data to the subcontractor and when it first takes action, are only allowed if all subcontracting conditions are met.
- D3 If the Subcontractor performs the agreed services outside of the European Union/ European Economic Areas, the requirements of Section E shall also apply. The same shall also apply if service providers must be used pursuant to para. D1.1(2).
- E Processing location**
- E1 The Contractor shall gather, process or use Data exclusively in a Member State of the European Union or of another State party to the European Economic Area Treaty.
- E2 In special cases, the Contractor may derogate therefrom, provided the Contractor has ensured the permission to transmit to third countries under data protection law by the measures set out in Art. 44 et seq. of the DSGVO. Paragraphs D2.1 and D2.2 shall apply mutatis mutandis.
- F The Principal's monitoring rights**
- F1 The Contractor shall prove, by appropriate means compliance with the obligations set out hereunder, to the Principal.
- F2 Proof of such measures that do not solely concern a definite order can be provided at the Contractors' discretion by:
- F2.1 conducting a self-assessment;
- F2.2 intragroup rules of conduct including external certification of compliance;
- F2.3 compliance with authorised rules of conduct pursuant to Art. 40 of the DSGVO;
- F2.4 certification in accordance with an approved certification process pursuant to Art. 42 of the DSGVO;
- F2.5 current certificates, reports or report extracts from independent bodies (e.g. auditors, data protection officers, IT Security Department, revision, data protection auditors, quality auditors);
- F2.6 an appropriate certification by means of an IT data security or privacy audit (e.g. according to the Federal Office for Information Security - Basic level of security (*BSI-Grundschutz*)).
- F3 If, in individual cases, inspections by Principal or an inspector commissioned by Principal should be necessary, because the proof specified in paragraphs F1 and F2 is not sufficient, inspections shall be carried out during normal business hours without disrupting the course of operations after registration, taking into account a reasonable notice time. If the inspector commissioned by Principal is in a competitive relationship with Contractor, Contractor has a right of objection against this.
- G The deletion and return of personal data**
- G1 Data copies or duplicates shall not be created without the Principal's knowledge. Exceptions are backups required for ensuring proper data processing and Data required for compliance with statutory obligations.
- G2** Following completion of the contractually agreed work or earlier if so requested by the Principal – and no later than termination of the performance agreement – the Contractor shall return all documents, processing and user results compiled as well as Data files related to the contractual relationship in its possession, and hand them over to the Principal or destroy them according to the latter's choice, pursuant to data protection provisions, provided there is no storage obligation for personal data according to European Union law or the applicable law of the relevant Member State. The same shall apply for test and waste material. The deletion log must be presented upon request.
- G3** The data records transmitted for the dispatch of review invites will be deleted 3 months after dispatch of the respective invite.
- G4** Documentation intended for substantiating the order and for proper data processing, must be kept by the Contractor in accordance with the retention periods, beyond the term of the Agreement indicated. It can discharge itself of its liabilities by handing such documentation over to the Principal at the end of the Agreement.
- G5** Any additional costs arising as a result of the Principal's deviating requirements for the issuing or deletion of the data shall be borne by the Principal.
- H Liability and damages**
- The Principal and the Contractor shall also be liable vis-à-vis data subjects insofar as there is a deviation from the agreed liability regulations in the Main Agreement - in accordance with the rules set out in Art. 82 of the DSGVO.
- I Information requirements, written form and governing law**
- I1 Should the Principal's data with the Contractor be at risk of seizure or confiscation, insolvency or by other events or third party measures, the Contractor shall immediately inform the Principal thereof. The Contractor shall immediately inform all Responsible Parties in this regard thereof that the control and ownership of the Data lie exclusively with the Principal as "Responsible Party", pursuant to the General Data Protection Regulation.
- I2 Modifications and amendments to this Appendix and all of its components – including any the Contractor warranties – must be agreed in writing. They may also be made in an electronic format (text form), with the express indication thereon that it is a change or amendment to these conditions. This shall also apply for the waiver to this form requirement.
- I3 The regulations of this Appendix on data protection shall prevail over regulations of the Main Agreement in the event of any discrepancies in this regard.

## Quality criteria

The shop is committed to complying with the legal regulations on distance selling, e-commerce and data protection in electronic commerce.

### 1. Identity and reachability

In the shop, the name of the company and the address are easily detectable and displayed in a clear manner. A possibility is provided to contact the shop quickly and easily, including a phone number.

### 2. Data protection and security

In the shop, personal data is only collected, processed, used and transferred to third parties where this is legally permitted or the customer has given his explicit consent to this.

Clear information is provided about the use of personal data.

If the shop sends advertising via e-mail, the recipient is given an option to unsubscribe from receiving further mailings by e-mail.

The shop appropriately protects the personal data of the customer against misuse. The transfer of data, especially sensitive payment information (account details, credit card details) exclusively takes place in an encrypted form.

### 3. Products and costs

All products offered in the shop are described in a clear and understandable manner.

Only products are offered for which the sale is not legally prohibited and that do not violate the Trusted Shops elimination catalogue. If required, suitable age control mechanisms are put in place.

All product prices, shipping costs and other additional costs are stated clearly and transparently. Payment surcharges and pre-selected services are not permitted towards consumers.

### 4. Delivery and payment

The customer is informed about the expected delivery period or the precise delivery date. If the delivery period or delivery date cannot be upheld in exceptional cases, the customer is informed of this without undue delay. The risk for any damage to the goods during transportation when dealing with consumers is on the retailer.

The available payment methods and the delivery area are stated at the beginning of the ordering process at the latest.

### 5. Ordering process

The ordering process is clear, understandable and available in an unambiguous language. In particular, it is clearly identifiable to the consumer at what point an order with payment obligation is submitted.

Before submitting the order, information is provided about the products, product prices, shipping costs and other additional costs. The receipt of the order is confirmed by e-mail without delay.

### 6. Cancellation

The consumer is informed about the right to cancel and any applicable exceptions before entering its personal data. The right to cancel is not unduly restricted.

### 7. Trusted Shops guarantee

The shop offers the Trusted Shops guarantee. Once the guarantee is completed, the customer is protected against the loss of the purchase price payment in the event of non-delivery or after returning the goods in the course of a cancellation – regardless of the payment method.

### 8. Quality indicators

Trusted Shops measures the following quality criteria, which must be observed in the shop, constantly.

#### 8.1. Reviews

The overall score of the Trusted Shops customer reviews must at least add up to 3,0.

#### 8.2. Refunds

At least 95% of the orders for which a Trusted Shops guarantee has been taken out must take place without any escalation, so that no application for refund of the purchase price is required via the Trusted Shops guarantee.

#### 8.3. Responses

At least 95% of the Trusted Shops guarantee enquiries to the shop must be responded to within five days.



## Exclusion catalogue

### **1. Products that are legally prohibited from sale.**

This particularly includes, but is not exclusive to, prohibited weapons and illegal drugs.

*Examples: Butterfly knives, knives disguised as other objects, knuckle-dusters, clubs*

This also applies to products whose sale is restricted by law insofar as the corresponding legal prerequisites are not fulfilled.

*Example: Prescription drugs*

### **2. Firearms and ammunition.**

This covers all firearms as well as compressed air guns, compressed gas guns and spring-powered guns insofar as these cannot be purchased without a licence.

*Examples: Rifles, pistols, crossbows, and airsoft weapons and paintball guns that require a licence*

### **3. Replica weapons**

This includes deceptively real-looking imitations of firearms as well as firearms that have been rendered unusable.

*Examples: Airsoft weapons or paintball guns made to look like genuine rifles or pistols, decorative weapons (rifles, revolvers, pistols)*

### **4. Problematic erotic products**

Media, diagrams and other content are problematic when considered by the average observer to be pornographic or obscene.

*Examples: Pornographic films, unnecessarily explicit product presentations, problematic fetishes (e.g. adult baby, extreme versions of BDSM)*

This also applies to erotic items that present a high risk of lasting damage to health.

*Examples: Instruments such as catheters and infusion needles that should only be used by medical professionals*

### **5. Products relating to National Socialism, racism or xenophobia, including where these are not illegal.**

This particularly applies to items that are made to outwardly express a National Socialist attitude or that depict the Nazi regime in an uncritical, trivialised or glorifying manner.

*Examples: Items with the swastika or sig rune, German Reich war flags (all versions), portraits*

*and action figures of Nazi officers and soldiers, problematic slogans ("Mit deutschem Gruß")*

### **6. Fake certificates and IDs**

In addition to forged official documents, this also applies to fake certificates and qualifications.

*Example: Sale of doctor's degrees*

### **7. Extra-terrestrial plots of land and similar rights**

This covers any offers to purchase plots of land and similar rights in outer space, as such transactions are not legally possible.

*Examples: Plots of land on the moon, naming stars*

### **8. Paranormal services**

This applies to services within the field of esotericism and magic – especially where these promise assistance with emotional and psychological problems.

*Examples: Esoteric advice services over the telephone, chat or e-mail, predictions, curses and incantations*

### **9. Products that pose a health risk**

Psychoactive substances that are offered for the purpose of consumption for intoxication are considered problematic.

*Examples: 'Legal highs', 'herbal highs', 're-search chemicals'*

## Our services

### 1. Membership plans

The offers are exclusively targeted at professionals.

The services are generally provided for one online presence (shop) owned by the member, under one domain, in one language version, and aimed at one specific target market. For the performance of services for further online presences (e.g. further language version, further domain), additional certificates must be acquired. All services are performed in the language of the specific target market which has been chosen.

### 2. Additional options

Would you like to profit a bit more from your Trusted Shops Membership? Then book our optional additional packages. Each package can be individually booked for one online presence (shop) owned by the member, under one domain, in one language version, and aimed at one specific target market. The availability of each optional additional package depends on the target market of the online presence for which the additional package is being booked. All available options for your online presence can be seen in the Trusted Shops Online System and can be booked via the Upgrade Center.

### 3. Trustbadge®

The Trustbadge® ist the technology with which you can offer all your services to your customers in the same place. It is always within plain sight of your website visitors and shows, according to the scope of your membership package, your trustmark, your average review score, and your review stars. Moreover, you can offer the buyer guarantee as well as automatically collect reviews via this technology.

The easy to integrate dynamic Trustbadge® does the whole work for you, updates itself daily, and is easily applied in your shop. Thus, you have no more technicalities to bother about after the simple initial integration.

The client can open the Trustbadge® with one simple click to see your extensive review profile at Trusted Shops (average score, individual scores, number of reviews, client opinions).

### 4. Trusted Shops customer reviews

Verifiable positive ratings and customer reviews are an important indication of an online shop's trustworthiness for online shoppers.

The rating system provided in the agreed language includes the following functions:

- Online shop customers have the option of rating the shop using a form provided by Trusted Shops (hereinafter referred to as "rating").
- Rating stars on a scale of 1 to 5 can be awarded for each criterion, with 5 stars being the best rating.
- The ratings and customer reviews (jointly "ratings") can be viewed by you and the Trusted Shops employees in a secure area of the online system for a period of 12 months.

#### Review profile

Your customers reviews can be seen on your Trusted Shops review profile. The review profile contains your customer reviews as well as a summary of the ratings submitted in the last 12 months.

An overall rating is calculated from all the ratings submitted during the last 12 months. Each of the criteria is included in the overall rating, weighted according to the number of ratings submitted.

An average rating is calculated as follows:

Five-star scale	Overall rating
5 to 4.5	Excellent
< 4.5 to 3.5	Good
< 3.5 to 2.5	Fair
< 2.5 to 1.5	Poor
< 1.5 to 0	Very poor

You and Trusted Shops employees can view your ratings from the last 12 months and your rating profile are in a secure area of the online system.

### Control Center

In the eTrusted Control Center at <https://app.etrusted.com> you can easily keep track of all your Trusted Shops reviews.

- **Send review invitations** and check the current status of every invitation you have sent through the Control Center in the **Invitation overview**.
- **The clearly structured and intuitive review inbox:** React to new reviews in real time and reply quickly and proactively to negative feedback.
- **Comment on reviews:** You are going to be informed of new reviews via email so that you can quickly reply to customer feedback which might seem in need of explanation to other customers. A good opportunity to engage with comments and criticism, and showcase your openness. This way, you can improve customer satisfaction and turn dissatisfied customers into recurring buyers.
- **Report reviews as unjustified:** Should a customer opinion not match the facts, you can always report a law violation – subsequently, we shall assess the case. If a certain review violates the law in your opinion (e.g. objectively false or offensive reviews), Trusted Shops shall manually examine that review and deactivate it if it proves illegal.

### Mobile app.

Read, comment and manage your reviews while on the go by using our Mobile App (iOS).

### Number of ratings per month

There are no restrictions on the number of ratings! It is important for you to be able to receive as much feedback and as many opinions as possible.

### Sharing via Facebook and Twitter

Online buyers are able to directly share their reviews on Facebook and Twitter.

### Rich snippets.

Rich snippets allow you to show your stars in the organic search engine results on Google.

### Reputation Manager

Get good reviews – on all platforms, in one place! With our Reputation Manager Feature, you can use the full potential of our eTrusted review engine in order to quickly improve your reviews and keep them at an excellent level at all times across many different open, SEO-relevant platforms, e.g. Google, Facebook, Trustpilot etc. You can compare your rating status across your platforms of choice, and direct individual review invitations to the ones you would like to improve. You can do this for all or only some of your online shops and touchpoints, permanently or temporarily, automatically or manually. All of these steps you can now plan, control and manage from the comfort of the eTrusted Control Center.

## 5. Review sticker

The review sticker is as individual as your website. Choose the colour, shape, and number of showed reviews and publish your customer reviews directly on your website. You can profit from the outstanding SEO effects and reviews that integrate themselves in your layout in the best possible way. This is done via the integration of a JavaScript code.

## 6. My Trusted Shops

All in one place. With your personal Show customer feedback from all of your review profiles by linking them together. If you have more than one domain collecting reviews, this is a great way to promote your other websites.

## 7. Also perfect for mobile

If your online shop also has a mobile version, the Trustbadge® adapts according to the end device from which your website has been opened. It moves to the upper end of the screen and keeps the view of your offer unimpeded.

## 8. Protection from “Abmahnungen” PRO

Protect yourself permanently from Abmahnungen and create abmahn-secure legal texts for your online shop with just a few clicks, and get legal support.

Number of covered web presences: 3



### Legally secure and understandable texts

Simple and understandable texts for your shop targeted at customers in Germany: integration instructions for all commonly used shop systems with screenshots and practical tips.



### Of course: Assumption of liability for the legal texts

Full liability: Jurisprudence in the area of e-commerce is always on the move, and the next Abmahn-trap is always just around the corner even with secure texts. This is why we assume the liability for the generated legal texts.



### Support for the text integration

Active support: For any technical questions regarding the legal-text-generator or the text integration, an employee from our customer service is always at your disposal.



### Update service via email

Always up to date and protected: In case of changes through new laws, court rulings, Abmahnungen etc., we shall inform you of them via email including specific instructions on which texts to change, and how.



### Free-of-charge first assessment of the Abmahnung-case\*

Our immediate help in all cases of Abmahnungen: What to do if an Abmahnung lands on your doormat? In a free first assessment of your case by specialised lawyers on the phone, you can find out what the next steps which you can take in your specific case are.



### Legal representation in case of an Abmahnung of the legal texts\*

We guarantee even more: Even in cases of unjustified Abmahnung, you can consult a specialised lawyer and let them represent you in or out of court.

You can download a detailed package comparison [here](#) as a pdf.

\* This service is offered as a form of voluntary, solidary support. By purchasing an Abmahnung protection package, you simultaneously become a member of the community of interest. [The terms and conditions for the protection from Abmahnungen](#) as well as the [General Membership Terms](#).

## 9. Traffic package

Use the benefits of the Trusted Shops membership actively to get more traffic, more concluded sales transactions and more repeat customers.

### **Extended shop profile with link to the campaign**

Optimise your search engine ranking and attract new visitors to your shop with a campaign deep link and a discount coupon on your shop profile. You thus get higher-quality traffic.

### **More concluded sales transactions thanks to the exit-intent pop-up**

The exit-intent pop-up is a window opening up when visitors are about to leave your shop – the best time to offer them an attractive voucher. By keeping visitors in your shop, you avoid aborted transactions and increase your sales.

### **Offers on the “thank-you-for-the-review” page**

A customer has just left a review. That’s the best moment to thank him with an offer for the next purchase, thereby encouraging him to buy again from your shop.

## **10. Handbooks for online retailers**

The Trusted Shops Handbook for online retailers allows shop owners to organise the purchasing process on their webpage in accordance with the Trusted Shops Quality Criteria even without legal knowledge: From the imprint, through the privacy policy, product description, collecting of customer personal data, ordering page, info pages, T&C-s, and to the confirmation via email.

## **11. Trustmark and Guarantee**

This package includes a comprehensive audit of your online shop based on the Trusted Shops Quality Criteria as well as the Trusted Shops buyer protection. The Trusted Shops Guarantee, a money-back guarantee, is part of Trusted Shops Buyer Protection and protects buyers from loss of the purchase price. Other services include customer service and mediation.

### **Audit of compliance with the Quality Criteria**

Your shop is audited to check if the relevant criteria are adhered to. Trusted Shops [Quality Criteria](#) is based on European directives that are important for making purchases on the Internet. Furthermore, you are compliant with the quality criteria of the D21 Network for the digital society and fulfil the requirements of several consumer protection associations. Adhering to our Quality Criteria positively differentiates you from your competitors.

Trusted Shops uses the feedback from your customers from the Trusted Shops guarantees and customer ratings to measure crucial quality features. The Trusted Shops quality indicators give you valuable information about your shop compared with those of your competitors. Are your values in the green? Then you can be satisfied and we, too, need have no qualms about recommending your shop as trustworthy. Are your values in the yellow? Then please keep an eye on them. Do individual or several indicators lie in the red? Then there is an urgent need for action.

Both general trends and short-term fluctuations of the quality indicators are displayed in graphs on your Trusted Shops online system. This means that you can take appropriate action before it’s too late and improve the quality of your shop.

### **Individual audit report**

During the expert audit, Trusted Shops issues an individual audit report based on the Trusted Shops Quality Criteria. The audit report provides information about the extent to which your online shop complies with the Quality Criteria and where there is potential for improvement from the viewpoint of Trusted Shops. You receive clear explanations about each item and instructions so that you can rectify errors yourself and increase trust in your shop. That means that you get real practical help from experts and understandable tips for a secure shop.

### **Trusted Shops Trustmark**

You present yourself as a secure and certified online shop using the Trusted Shops Trustmark and convince even critical online shoppers that they can enjoy an all-round secure package with a combination of the trustmark, guarantee and service.

If a visitor to your online shop clicks on the Trusted Shops Trustmark, they are provided with a confirmation of the certificate's authenticity as well as other information about the online shop (e.g. company name, company address, legal form etc.) and Trusted Shops' services via a secure online connection (SSL). That way, prior to making a purchase customers are assured that your online shop is trustworthy and safe.

### **Trusted Shops Buyer Protection and Guarantee for your customers**

After making a purchase in your online shop your customers can register for the Trusted Shops Buyer Protection and Trusted Shops guarantee. Buyer Protection and Guarantee are optional services for customers of online shops. Following registration, the customer receives a corresponding confirmation via email.

After making a purchase in an online shop, your customers can in some countries register for Trusted Shops membership BASIC (including buyer protection of up to € 100 per purchase) and they can also optionally upgrade to Trusted Shops PLUS with protection of up to € 20,000 per purchase (Trusted Shops guarantee). In other countries, the registration for the Trusted Shops membership for buyers is not possible. In these countries your online customers may solely register for the Trusted Shops Guarantee free of charge.

The guarantee comes into effect in all cases of non-delivery or non-reimbursement after the product has been returned. In the scope of the Trusted Shops Guarantee, we also mediate in cases of conflict between you and your customers. This way you can expand and optimise your own services by adding the services of the Trusted Shops Guarantee.

During the authorised use of the Trusted Shops brands, Trusted Shops provides the online shop with an online system for their customers.

The online customer has the opportunity to directly notify Trusted Shops about problems (e.g. non-delivery of the goods) via the online system after a guaranteed purchase has been made. You shall then be automatically informed of the customer feedback via email.

### **Consumer service centre via email, web, telephone**

In the event of problems with an online order, end customers can contact our experienced, European service centre via email, online system or telephone and receive support, e.g. claim their money back guarantee. This includes activation of a claim under the guarantee program and general support queries. This way you can expand and optimise your own services by adding a neutral, cooperative service to them.

### **Login and user administration**

You and your employees can analyse and comment on reviews, analyse and handle all subscribed Trusted Shops guarantees and download relevant documents in your secure and personal login area. This control centre provides you with a quick overview of all existing and new reviews and guarantees at all times. Create additional user accounts for other employees responsible for analysing or responding to reviews or guarantees.

## Price List

### 1. Membership fee

#### a. Monthly standing charge

The monthly standing charge is calculated according to the following table:

Annual online revenues (gross)	Standing charge, per month*
up to EUR 50.000	EUR 40
up to EUR 100.000	EUR 60
up to EUR 200.000	EUR 80
up to EUR 300.000	EUR 100
up to EUR 500.000	EUR 120
up to EUR 750.000	EUR 140
up to EUR 1.000.000	EUR 190
up to EUR 1.500.000	EUR 240
up to EUR 3.000.000	EUR 300
up to EUR 5.000.000	EUR 360
more than EUR 5.000.000	prices on request

#### b. Monthly certificate fee

In addition, a monthly fee of **EUR 59** is charged for each registered certificate.

#### c. Optional extra packages

Each package can be added individually for a specific online presence (a shop), under a specific domain, in a specific language or for a specific target market (with each being able to be terminated with a period of notice of 3 months to the end of the contractual year).

Extra package	Price for each extra package, per month
Privacy 360	EUR 60
Product reviews	from EUR 80**
Google integration	EUR 30
Traffic package	EUR 30
Review Collector 1000/3000	EUR 30/80
Local Reviews + Google Integration	EUR 69
Reputation Manager	from EUR 50**

### 2. Further membership costs

2.1 One-off application fee	99 €
2.2 Processing fee (per claim)	25 €
2.3 Cost of additional audit report in case of insufficient implementation of the first audit report	50 €

### 3. Costs of Buyer Protection service (Excellence Integration)

The use of Excellence Integration entails the online shop also offering "Buyer Protection" prior to final purchase, whereby the costs for that service are passed on to the customer.

The costs are scaled according to the amount of cover and the period of coverage:

Buyer Protection	Period of coverage	Price (VAT included)
up to EUR 500	30 days	EUR 0,98

\* Monthly fee, payable in advance excl. VAT. Incl. membership fee and guarantee premium. All prices payable in advance, excl. VAT; subject to alterations  
 \*\* The monthly price depends on the shop's annual gross online revenue. The indicated starting price is applicable to shops with a revenue of up to EUR 5,000,000.

up to EUR 1.500	30 days	EUR 2,94
up to EUR 2.500	30 days	EUR 4,90
up to EUR 5.000	30 days	EUR 9,80
up to EUR 10.000	30 days	EUR 19,60
up to EUR 20.000	30 days	EUR 39,20

For a cover period of 60 days, the prices listed above should be multiplied by 2, for a cover period of 90 days by 3, for a cover period of 120 days by 4.

#### 4. Commission for the procurement of the Buyer Protection agreement (Excellence Integration)

Trusted Shops agrees to pay the online shop commission for each Buyer Protection contract brokered. The commission is calculated on the basis of the Refund Application Ratio (RAR):

Refund Application Ratio (RAR)	Commission
> 2%	0%
2% - 1%	15%
< 1%	30%

The monthly RAR calculated subsequently results from the number of refunds requested divided by the number of transactions in the accounting month in question. A refund request is any claim as defined in the guarantee bond (TS-GAE\_EN) lodged via the TS system by a customer of the online shop. For these purposes, 'transaction' means every registration for Buyer Protection. TS shall invoice the online shop for the costs of the Buyer Protection services rendered at the end of each accounting month, less the commission owed pursuant to the list above.

#### 5. Additional services to the membership packages

5.1 Express audit	accelerated audit of all quality criteria in max. 3 work days (subject to appraisal of creditworthiness)	200 €
5.2 Change of shop ownership	assignment and acceptance of existing contract (shop is untouched, e.g. terms and conditions etc.)	50 €
5.3 Change of shop solution	reaudit due to change of shop solution	200 €
5.4 Reaudit	reaudit due to significant modifications to the online shop with regard to the Trusted Shops quality criteria	200 €



When applying for a Trusted Shops Membership including the Trusted Shops Trustmark, the future member also applies for a guarantee contract with each Trusted Shops guarantor. The Trusted Shops guarantor is Atradius Credit Insurance, Opladener Straße 14, D-50679 Cologne (Germany) and the excess guarantor is R+V Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden (Germany). The guarantee contract will be effective upon Trusted Shops' acceptance of the Member's membership application (the "Effective Date").

# General Terms and Conditions of Trusted Shops Guarantee

## § 1 Objectives of Trusted Shops Guarantee

- After examination of the online store's solvency, Atradius adopts the commissioned guarantee to protect online trading by means of the Internet. Upon the online customers request, Atradius is committed to render payments in the case of conditions presented in § 2 no. 3.
- Procurement and execution of the Trusted Shops guarantee shall be assumed by Trusted Shops GmbH, Cologne (hereinafter Trusted Shops) on behalf and by order of Atradius.

## § 2 Scope of Assumption of Liability

- The online store requests an appropriate guarantee amount, based on its estimated online turnover per fiscal year. Upon credit assessment, the warranties based on fixed value dates are credited depending on the acknowledged guarantee amount.
- Atradius shall be entitled to limit or void the guarantee amount in the future in the following circumstances: elevation of risk, information that implies a decline in solvency of the online shop or any other justifiable reasons. Upon completion of this contract, the online shop is assigned to the guarantee amount as termed in Trusted Shops guarantee agreement, until further notice. As soon as online sales reach 70% of the acknowledged guarantee amount, Trusted Shops will attempt to adjust the guarantee amount adequately in collaboration with Atradius. This may be dependent on a new credit assessment of the online store in accordance with § 3.
- By means of this Trusted Shops guarantee, Atradius ensures refund of the client's advance payments in cases stated in the guarantee (attachment TS-GAE).
- If the online customer fails to meet a deadline at no fault of their own, Atradius may consider the deadline as adhered to.

## § 3 Requirements for Assumption of Liability

- To enable Atradius to adequately assess credit before accepting the liability risk, the online shop shall disclose their bank account and authorise a credit report. If this information does not suffice for a concluding assessment or if the requested guarantee amount is insufficient, other documents shall be rendered to Atradius upon request: e.g. annual financial statements of the two previous years and an illustration of the business development since the last accounting date. For the duration of this contract, the customer shall hence submit subsequent annual financial statements to Atradius unprompted.
- Furthermore, for the duration of this contract the customer shall inform Atradius about all significant changes which could be relevant to its credit evaluation: such as changes in shareholders, investments, withdrawal of lines of credit, etc.
- For the duration of the Trusted Shop guarantee, Atradius may demand information on current business developments and other relationships that may be important for the assessment of credit at any time.
- Atradius pledges to keep all information, data and documents obtained from the online store in relation to the Trusted Shops guarantee agreement confidential. It will be used solely for means of credit assessments.

## § 4 Conduct of Coverage Mandates

For adoption, change and conduct of Trusted Shops warranties the following takes effect:

- The online store*

- is entitled to offer its customers protection of their online commercial activities on their website, as long as the requirements for assumption of liability by Atradius are met;
- commits to abide by the terms of use as stated in the general membership conditions in section 10 for the duration of this contract;

## 2. Atradius

- shall maintain an account for the online store, which provides information on the utilization of the guarantee coverage of commercial online activities;
- debits the warranties from the aforesaid account from the date of issue. It is closed out after completion of the transaction that is covered by the guarantee.

## § 5 Utilisation

### 1. The online store

- shall take all measures necessary to avoid a case of damage, according to the diligence of a proper merchant;
- shall provide appropriate proof of delivery in the case of demands made on Atradius within 5 business days; shall provide information upon delivery of merchandise, whether the delivered object of purchase was returned within contractually agreed terms;
- in the case of a claim, the online store shall provide all documents and information necessary to verify the liability of Atradius, especially specific proof of delivery dates, receipts of delivery and reimbursements, as well as detailed evidence on traces of use or other circumstances that may cause depreciation or deductions.

### 2. Atradius

- if claims are asserted for liability, Atradius is entitled to make payments; they are not required to verify if the online store is entitled to affirmative defences or objections against the claim;
- if claims are asserted for liability, Atradius is entitled to pay the difference between the purchase price and reimbursement, if the customer disputes the online store's authority to claim a depreciation or deductions;
- the online customer under coverage, will be informed about possible reservations on part of the online store;
- may make payments to those, that are deemed authorized to receive it in due diligence;
- will inform the online store immediately in the case of a payment.

## § 6 Agreement on Recourse claims

The online store shall refund Atradius for all payments made for the Trusted Shops guarantee in addition to further claims for compensation including costs. Atradius will bill the online store with detailed listings of these payments every last day of the month. The advance payments by Atradius made between the time of transfer up to its refund by the online store shall be interest-bearing according to §§ 288 par. 2, 247 BGB (German Civil Code). Apart from that, Atradius may demand provision of money by the online store, from the point of utilisation of the guarantee.

The online store shall compensate Atradius for all expenses deriving from prosecution and other costs arising for Atradius based on demands made by online customers using the Trusted Shops guarantee.

Based on handling processes Trusted Shops may settle payments. In such cases, they may be consi-

dered payments made by Atradius to the online store. Trusted Shops GmbH shall be entitled to claim the right of recourse for Atradius.

## § 7 Premium

The amount of the premium conforms to the effective utilization of the guarantee scope (limit) offered by Atradius, according to the following calculation formula: sum of warranties x duration in days x option rate as per guarantee contract.

## § 8 Agents

Provided that the online store is not a contractual partner of the final customer in relation to delivery or service, but mediates the completion of sales or service contracts (agent), the store must ensure that the contractual parties of the sales or service contract (service providers) fulfill the conditions stipulated as mentioned in § 5 for the full contract duration. Atradius may enforce the contract against the online store as stipulated in § 6 mentioned above, if they are liable to make payments to a customer of a service provider within the scope of § 5 par. 2.

## § 9 Termination of Contract

- The Trusted Shops guarantee contract ends automatically with the saturation of the acknowledged guarantee coverage or termination of the membership contract between the online store and Trusted Shops GmbH
- All parties are entitled to terminate the contract for extraordinary causes. Cause for an extraordinary termination without notice by Atradius is especially present if:
  - the online store fails to refund payments made by Atradius for guarantee claims of online customers (including associated expenses and interests) within seven days after notification of payment (§ 6); or
  - if false information has been given to Atradius in relation to the proper assessment of solvency, unless these statements are not based on intent or gross negligence; or
  - based on the judgement of Atradius, the online store faces a significant endangerment or deterioration of assets or the online store is declared insolvent in terms of the Insolvency Statute.

The online store can be held liable for utilized guarantee claims of yet existing Trusted Shops warranties even after termination of contract.

## § 10 Liability of Atradius

Atradius can be held liable by the online store for intent and gross negligence but not for the following: damages caused (full or in part) by war, acts of war, terrorist attacks, civil disturbances, strike, confiscation, obstruction of payments or movement of goods by higher powers, natural disasters or nuclear power.

## § 11 Final Provisions

- Changes or additions to the Trusted Shops guarantee contract apply only, if stated per addendum or if otherwise confirmed by Atradius in writing. Verbal side agreements are not valid. Declarations of intent and other notifications require the written form.
- The Trusted Shops guarantee contract shall be subject to German law.
- Place of fulfillment and jurisdiction is Cologne.
- The online store may direct complaints to the "Bundesanstalt für Finanzdienstleistungsaufsicht" (German Federal Financial Supervisory Authority) - Insurance Department - Graurheindorfer Str. 8, 53117 Bonn.

## Trusted Shops Guarantee Policy

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### A. What is the Trusted Shops Guarantee?

The Trusted Shops Guarantee ("Guarantee") covers your purchase or order in any online shop certified by Trusted Shops GmbH and which bears the Trusted Shops quality seal of approval ("Online Shop"). If you have signed up to the Trusted Shops Guarantee after purchasing or ordering from an Online Shop, conclusion of the Guarantee Contract will be confirmed by email, providing you with a guarantee number and an entitlement to a refund within the meaning of this Agreement; in the Guarantee Cases below you will receive a refund of your payments made. The Trusted Shops Guarantee is offered to you by the Trusted Shops Guarantor (see Section D). Trusted Shops GmbH monitors processing of Guarantee Cases on behalf of the Guarantor.

### B. Guarantee Cases

The Guarantee 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.

### **C. Preconditions for Guarantee Cases**

The Guarantee applies in the Guarantee Cases specified above, where one of these occurs **within the cover period (see Section E) for the respective Guarantee** after receipt of the order by the Online Shop, only up to the agreed **level of cover (see Section E)**. 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

### **D. 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 GmbH and you will be informed by email upon application for buyer protection.

### **E. 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.

### **F. Notice of claim and processing**

#### **1. Deadlines**

Where one of the Guarantee Cases specified at B 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").

#### **2. 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.

#### **3. Refund**

Once the Guarantor's obligation to provide a refund is ascertained, the Online Shop will be asked by Trusted Shops GmbH to provide the refund. Should the Online Shop then fail to refund the Payment Made within 5 days, you will receive your money back from the Guarantor within the scope of the Trusted Shops Guarantee.

### **G. 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.

### **H. Concluding provisions**

German law shall apply exclusively to this Agreement and to all disputes resulting from it or arising in connection with it. For contracts with consumers, this choice of law only applies insofar as the protection provided under mandatory provisions of the law of the State in which the consumer has his/her habitual residence will not be excluded. The contractual language is English.

You can make complaints to the competent authority, the German Federal Supervisory Agency for Financial Services - Insurance Department, Graurheindorfer Straße 108, 53117 Bonn.

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.

## Right to cancel for consumers

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 GmbH, 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 GmbH, 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 form is notified on paper)
- Date

(\*)Delete as appropriate