

General Membership Terms and Conditions



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§ 1 Trusted Shops membership

- 1.1 These General Membership Terms and Conditions, the **"Specification of Services"** (TS-LV_EN) including the **"Membership Packages"**, and the **"Price List"** (TS_PL_EN) set out the terms and conditions relating to the Trusted Shops membership (**"Membership Terms"**), including the licence to use the Trusted Shops brands; the provision of services by Trusted Shops; the payment by the Online Shop of applicable fees; and the obligations of the Online Shop.
- 1.2 The contract between Trusted Shops, Colonius Carré, Subbelrather Straße 15c, D-50823 Cologne (Germany) and a Guarantee contract and an Online Shop for the Trusted Shops membership (**"Membership Contract"**) commences upon Trusted Shops' acceptance of the Online Shop's membership application. The Membership Contract shall incorporate the terms set out in the accepted membership application form and these Membership Terms. In the event of any conflict between a term in the accepted membership application form and a term in these Membership Terms, the accepted membership form will prevail. Trusted Shops and the Online Shop are referred to as the **"Parties"** in these Membership Terms

§ 2 Use of Trusted Shops Brands

2.1 Licence

As far as this service is included in the applicable Membership Package, Trusted Shops grants to the Online Shop the limited, revocable, non-exclusive and non-transferable right and licence to use:

- a) the brand names "Trusted Shops" (in word) and "Trusted Shops Guarantee" (logo) in the form specified by Trusted Shops (together, "Trusted Shops Brands") on the Online Shop's website or part of the Online Shop's website (e.g. web shop, m-commerce or third party shop applications) as specified in the applicable Membership Contract and which is reviewed by Trusted Shops pursuant to section 2.5 ("Online Shop Website");
- b) any text supplied by Trusted Shops, in unmodified form, size, design and description, on the Online Shop Website; and
- c) a link to the verification-system provided by Trusted Shops, such link to be used in an agreed manner on the Online Shop Website;

all in accordance with the terms and conditions set out in these Membership Terms (**"Licence"**).

- 2.2 The Online Shop may also refer to Trusted Shops Brands in brochures and catalogues that refer to the certified Online Shop's online offerings; subject on each occasion to Trusted Shops' any additional terms and conditions specified by Trusted Shops relating to such use.

2.3 Intellectual property rights

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 licensed in the Specification of Services (**"Online System"**) and anything else supplied or licensed to the Online Shop under the scope of these Membership Terms.

All goodwill arising from the use by the Online Shop of the Trusted Shop Brands will accrue to the benefit of Trusted Shops. The Online Shop assigns to Trusted Shops, by way of present assignment of future rights, all goodwill arising in respect of its use of the Trusted Shops Brands under these Membership Terms.

2.4 Term of Licence

The Licence will commence when Trusted Shops provides the Online Shop with its unique Shop ID following successful completion of its first review of the Online Shop pursuant to section 2.5 below. The Licence will continue for the term of membership, provided that the Online Shop complies with the conditions of use outlined in section 2.7..

2.5 Reviews

As far as this service is included in the applicable Membership Package, Trusted Shops will conduct reviews of the Online Shop based on the Code of Practice. Section A (enclosure ISIS-TS-CoP).

Trusted Shops will conduct the first review as may be amended by Trusted Shops from time to time in accordance with section 2.7 and using a review protocol which may be issued to the Online Shop on written request.

Trusted Shops will conduct follow-up reviews on an annual basis. Follow-up reviews will cover, in Trusted Shops' sole discretion, the entire Online Shop Website or parts of it.

2.6 Audit Rights

Trusted Shops may, during the term of the Membership Contract, conduct audits intermittently on its own accord or using third party auditors to verify compliance with the conditions outlined in section 2.7.

The Online Shop shall provide all relevant information reasonably requested by Trusted Shops for this purpose at the Online Shop's expense. Following reasonable notice by Trusted Shops, the Online Shop shall also grant to

Trusted Shops and/or its authorised representative(s) reasonable access to the Online Shop's premises for the purposes of inspecting its relevant records and/or technical procedures in order to carry out the audit(s).

Trusted Shops shall keep all information, data and documents obtained from the Online Shop in relation to the Trusted Shops Membership Contract confidential and will only use it for the purposes specified in these Membership Terms.

2.7 Conditions of use

2.7.1 In order for the Licence to remain valid, the Online Shop must:

- a) comply with the current version of the Code of Practice, Sections A and B (ISIS-TS-CoP);
- b) in respect of customers outside the United Kingdom, to observe the Trusted Shops Quality Criteria of the country in which the user is ordinarily domiciled (can be downloaded from the download directory at www.trustedshops.com, after selection of the relevant country page);
- c) offer their internet customers the Trusted Shops Guarantee, based on and subject to the terms and conditions of the Trusted Shops Guarantee Contract;
- d) comply with its obligations in section 6.2;
- e) only use the Trusted Shops Brands and the materials and link licensed in section 2.1: (i) for the purposes specified in these Membership Terms; (ii) in a manner directed or approved in writing by Trusted Shops from time to time; and (iii) in the form specified by Trusted Shops or in modified form where approved by Trusted Shops in writing.
- f) refrain from using or including any clause which would not comply with the Unfair Contract Terms Act 1977 or the Unfair Terms in Consumer Contracts Regulations 1999 in its terms.
- g) refrain from using, including or omitting any information or otherwise doing anything which may constitute a breach of the Consumer Protection from Unfair Trading Regulations 2008.

2.7.2 If and for as long as the Online Shop fails to comply with one or more of the conditions in section 2.7.1:

- a) the Licence shall be revoked automatically; in such case, Trusted Shops shall demand by written notice that the Online Shop either complies with the conditions in section 2.7.1 within a specified period of time or remove the Trusted Shops Brands and all references to Trusted Shops from its Online Shop Website; and
- b) if the Online Shop still fails to comply with the conditions in this section 2.7.1 after the expiry of the notice, Trusted Shops may set the Trust-mark status to "blocked", following which customers of the Online Shop will no longer be able to register for the Trusted Shops guarantee for purchases made via the Online Shop Website (but this section will not affect the rights of customers under existing Trusted Shops guarantees).

Trusted Shops may, in its discretion, conduct a review of the Online Shop following revocation of the Licence pursuant to this section 2.7.2. If Trusted Shops is satisfied that the Online Shop has remedied the breach to Trusted Shops' satisfaction, the Licence will again become valid and the "blocked" status will be removed. Any costs incurred by Trusted Shops as a result of any reviews due to the failure of Online Shops to meet the conditions in section 2.7.1 may be charged by Trusted Shops in accordance with its current Price List in force from time to time.

2.7.3 Trusted Shops may amend or update the Code of Practice from time to time, including where necessary to comply with applicable law and regulations. If Trusted Shops amends or updates the Code of Practice, it will notify the Online Shop of the changes via email. The Online Shop shall make any necessary changes to its Online Shop Website or otherwise in order to comply with the updated version of the Code of Practice within a reasonable period specified by Trusted Shops.

§ 3 Trusted Shops services

Trusted Shops provides the services described in the Specification of Services (TS-LV_EN), depending on the agreed Membership Package.

§ 4 Fees and terms of payment

- 4.1 The amount of the membership fee payable by the Online Shop to Trusted Shops will depend on the Membership Package. The Price List (TS-PL_EN) does apply. If the Membership Package contains a review of the Online Shop Website according to section 2.5, the fee will also depend on the annual turnover of the Online Shop at the beginning of its current fiscal year, as specified in the Membership Contract and as reflected in the Price List as at the date of the Membership Contract. For such contracts the variable premium for the Trusted Shops guarantee will also be added to and included in the general membership fee.

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4.2 The Online Shop agrees that all invoices are submitted by e-mail.

4.3 Due dates for payment

The set up fee specified in the Price List becomes payable by the Online Shop to Trusted Shops when the parties enter into the Membership Contract pursuant to section 1.2.

The membership fee becomes payable by the Online Shop to Trusted Shops as follows:

- a) if the Membership Contract specifies that the membership fee is payable annually, it shall become payable: (i) for the first year of the Membership Contract, when the parties enter into the Membership Contract; and (ii) for any successive 12 month periods during the term of the Membership Contract, in advance of the applicable 12 month period; and
- b) if the Membership Contract specifies that the membership fee is payable in monthly instalments, the first three monthly instalments shall become payable when the parties enter into the Membership Contract and thereafter shall be payable monthly in advance, at the beginning of each month.

Trusted Shops may charge interest on all sums outstanding beyond the date on which they are due for payment under these Membership Terms. Interest may be charged on that basis from the date payment was due until the date of payment at the rate of 8% per annum above the current base lending rate of the Bank of England.

4.4 Reverse-Charge

The Online Shop certifies that the indicated VAT Identification Number is correct and authorizes Trusted Shops to use it for reverse charge sales.

4.5 Rebates

Without limiting section 6.2.2, any rebate granted to the Online Shop for its use of an online shop system that has been precertified by Trusted Shops ("Certified Shop System") shall be deemed invalid if the Online Shop stops using the Certified Shop System. In such circumstances, Trusted Shops may require the Online Shop to reimburse to Trusted Shops the amount of the applicable rebate.

4.6 Product cost analysis

If a review of the Online Shop Website according to section 2.5 is included in the Membership Package, the following shall apply:

Online Shops shall provide information to Trusted Shops regarding its annual turnover at the end of each fiscal year of the Online Shop during the term of the Membership Contract.

If, during any year of the Membership Contract, it can be demonstrated that the Online Shop's actual turnover during the Online Shop's previous fiscal year exceeded the Online Shop's estimated turnover for that fiscal year by 10% or more, Trusted Shops may:

- a) recalculate the membership fee payable by the Online Shop for the applicable year of the Membership Contract in accordance with its standard price bands ("Recalculated Membership Fee");
- b) require that the Online Shop pay an amount representing the difference between the Recalculated Membership Fee and the membership fee actually paid by the Online Shop for the applicable year of the Membership Contract; and
- c) apply the Recalculated Membership for the following year of the Membership Contract (if any). Trusted Shops may recalculate the membership fee at any time if it becomes apparent that the actual turnover of the Online Shop will significantly exceed its estimated turnover. Trusted Shops may use the average monthly sales figures projected on the fiscal year as a basis for calculating this.

4.7 Default of payment

Without limiting its rights under these Membership Terms or otherwise, Trusted Shops may, in its discretion, block the Trustmark and suspend its service(s) under the Membership Contract if the Online Shop is late in paying any amount that is due and payable to Trusted Shops under the Membership Contract for more than 30 days, provided that a reminder notice has been sent to the Online Shop before. This section 4.7 will not affect the rights of customers under existing Trusted Shops guarantees.

4.8 Membership fee increases

If payroll costs, material costs or market related acquisition costs rise after a year of the Membership Contract, Trusted Shops may raise the fees payable under the Membership Contract to reflect the increased costs on an annual basis. The Online Shop may terminate the Membership Contract if Trusted Shops increases the membership fee by more than 5% in any contract year.

§ 5 Excellence Integration

5.1 Using the Excellence Integration, the Online Shop shall offer the **"Buyer Protection"** service prior to purchasing on its own behalf for the account of a third party, whereby the costs for this Buyer Protection shall be passed on to the customer.

The Online Shop shall implement the software interface according to the Integration Guidelines provided by Trusted Shops.

5.2 Costs of the Buyer Protection

The costs for the Buyer Protection services depend on the amount covered by the Trusted Shops Guarantee and the period of coverage according to the Price List.

The Online Shop shall inform the customer of these costs on the Buyer Protection registration page; it shall confirm these costs in the order confirmation email following the placement of an order by the customer and shall also deal with collection. Trusted Shops shall provide the Online Shop with the texts for the registration page and confirmation email. The Online Shop shall use these texts only.

5.3 Commission

For the procurement of the Buyer Protection agreement, TS shall pay the Online Shop commission calculated on the basis of the Refund Application Ratio (RAR) pursuant to the provisions of the Price List.

§ 6 Obligations of Online Shops

6.1 Implementation of technical requirements

The Online Shop must implement the technical requirements needed to use the Online System on its own expense.

6.2 Obligations with regard to the use of trademarks

If the Membership Package includes a licence to use the Trusted Shops Brands, the following shall apply:

6.2.1 The Online Shop must adapt its business practices to meet the Code of Practice in accordance with Trusted Shops' first or annual review report (as applicable) ("**Report**").

The Online Shop shall inform Trusted Shops as soon as the Report has been implemented. If the Code of Practice are not fulfilled within three months following supply of the Report to the Online Shop, the Licence will be revoked. On request by Online Shops, Trusted Shops will review the pending required changes until the conditions in section 2.7 are satisfied. Any costs incurred by Trusted Shops as a result of such additional reviews due to the failure of Online Shops to meet the conditions in section 2.7 may be charged by Trusted Shops in accordance with its current Price List in force from time to time.

6.2.2 Revision of Online Shop Website

The Online Shop shall notify Trusted Shops immediately of any revisions to the Online Shop Website that may affect the certification criteria (e.g. translation into foreign languages, changes of general business practices etc.), where:

- a) such revisions were implemented after the last review; or
- b) if the uses of the Trusted Shops brands on the Online Shop Website differ from or are in addition to the uses made and approved by Trusted Shops at the time of the last review by Trusted Shops pursuant to section 2.5. The cost for additional necessary evaluations or uses of the Trusted Shops Brands may be calculated in accordance with Trusted Shops' current Price List in force from time to time.

6.2.3 Processing of claims and complaints

During the term of the Membership Contract, the Online Shop must respond to all enquiries by Trusted Shops and customers within five business days using the provided Online-System. All documents necessary to enable Trusted Shops to evaluate customer complaints or claims must be submitted to Trusted Shops within this timeframe whether or not the customer has obtained a Trusted Shops guarantee. The Online Shop must submit delivery and refund receipts to Trusted Shops and provide it with details regarding the customer, delivery date, signs of wear and tear or damage, or other evidence that may be relevant to the particular customer complaint or claim.

The rate of complaints in customer feedback to Trusted Shops in respect of the online shop may not exceed 8% (eight percent) .

If the Online Shop breaches its obligation in this section 6.2 for more than 10 days, Trusted Shops may impose a general processing fee according to the Price List, provided that a reminder notice has been sent to the Online Shop before.

6.3 Third party supply arrangements

If the Online Shop does not contract directly with end users for the sale of goods or services but facilitates the execution of sales and service contracts through an information portal, use of shop software or similar platforms, the Online Shop shall procure that the third party supplier of goods or services complies with the terms and conditions outlined in sections 2 and 6.2. The Online Shop will be liable for any breach of or failure to comply with these Membership Terms by the third party supplier, and any failure by the third party will be treated as a failure of the Online Shop for the purposes of this Membership Contract. The Online Shop must notify Trusted Shops of any

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and all such third party supplier arrangements, including all applicable contact details of the third party.

6.4 Use of the Rating System

6.4.1 The Online Shop must not use the Rating System dishonestly or fraudulently, for example by submitting positive evaluations that have been self-created or created per order to generate an inaccurate impression about the quality of the Online Shop; or by preventing or attempting to prevent negative customer evaluations from being integrated into the Online Shop's evaluation system otherwise than by applying for a submitted evaluation to be deactivated.

6.4.2 If from the online shop's perspective the customer review breaches the terms and conditions of use of the Trusted Shops Rating Systems (TS-RS_EN) (e.g. objectionably untruthful or grossly inappropriate customer reviews), it can apply for a submitted evaluation to be deactivated ("Veto"). Trusted Shops will then manually check the corresponding evaluation and may deactivate it if it considers it appropriate to do so in its sole discretion. Trusted Shops will base its decision on various factors, including:

- the percentage quota of the evaluations that the Online Shop has rated as untrustworthy;
- the contents of the evaluation comments (e.g. if they are insulting, racist etc.);
- experiences with the processing of transactions that are covered by the Money-Back Guarantee if the Online Shop is utilising these services.

If an evaluation is deactivated, it is no longer publicly shown and will not be integrated into the evaluation profile of the Online Shop.

6.4.3 The Online Shop must not influence Trusted Shops' employees or customers by means of threat or aggressive behaviour, aiming at a modification of customer evaluations.

Furthermore, the Online Shop must not offer benefits, discounts or other incentives to its customers, in order to attain positive customer evaluations.

6.4.4 The Online Shop must not do anything that is directed towards or has the effect of making the Rating System non-functional or that makes its use more difficult. Trusted Shops' technical specifications must be adhered to during the integration of the Rating System with the Online Shop's systems.

6.4.5 The Online Shop must protect its access data (i.e. user name and password) against its unauthorised use by third parties and to keep its password confidential. It must notify Trusted Shops immediately if it has reason to suspect that there has been a misuse of its access data.

6.4.6 The Online Shop must observe and comply with all applicable laws. It must not make available, offer or otherwise distribute content that is defamatory, offensive, racist, pornographic or otherwise unlawful or illegal through the Online Shop's website that the Rating System is integrated into.

6.4.7 The Online Shop may only use the Rating System for its own commercial purposes, i.e. for the analysis and display of the evaluations by its own Customers, unless Trusted Shops expressly permits its use for other purposes in writing. The Online Shop must not provide access to the free products to third parties for a fee, or combine the fee required version with other services and resell or otherwise distribute them for a fee without the prior written approval of Trusted Shops.

6.4.8 The Online Shop must not use Trusted Shops' text, brand or logos or generate the impression that Online Shop's website is reviewed by Trusted Shops, unless it is authorised by Trusted Shops to do so under a Membership Contract or if Trusted Shops provides corresponding advertising texts to the Online Shop. Only texts and graphics provided by Trusted Shops may be used to describe or to advertise the Rating System, and any such use must be in accordance with any terms and conditions applying to such use as notified by Trusted Shops.

6.4.9 If the Online Shop wants the ability to send emails to its customers to request an evaluation through the Rating System, it will clearly notify its Customers about this potential use of their email addresses in its privacy policy and during the data collection process on its website and will ask for the customers' explicit consent. It will also notify its Customers that Trusted Shops may process their personal data for the purposes of managing the Rating System and related services as contemplated by these Terms of Use.

6.4.10 During the term of the contract as outlined in section 9.1, the Online Shop must respond appropriately in writing (including by email) and within five (5) working days to all inquiries by Trusted Shops relating to its review of evaluations, including where the Online Shop has applied for a Customer evaluation to be deactivated pursuant to section 6.4.2.

§ 7 Misuse of Licence

7.1 If the Licence is revoked pursuant to section 2.7.2 but the Online Shop continues to use one or more Trusted Shops Brands and/or materials licensed in section 2.1, Trusted Shops may demand, at its sole discretion and by written notice, that the Online Shop either complies with the conditions in section 2.7 within a specified period of time or remove the Trusted Shops Brands and all references to Trusted Shops from its Online Shop Website.

If the Online Shop fails to comply with the notice given by Trusted Shops, Trusted Shops may terminate the Membership Contract with immediate effect. Termination by Trusted Shops pursuant to this section 7.1 is without prejudice to any other claims that Trusted Shops may have against the Online Shop under the Membership Contract or otherwise.

7.2 Unauthorised use of the rating systems

Without limiting any other remedy that Trusted Shops may have under these Terms of Use or otherwise, if the requirements described in section 6.4 have not been complied with but the Online Shop is still using the Rating System, Trusted Shops may:

- a) block access to the Rating System entirely or in part and stop the display of the Online Shop's evaluation profile on the Shop's website; and
- b) demand, at its sole discretion and by written notice, that: (a) the Online Shop complies with the requirements described in section 6.4 within a period specified by Trusted Shops; or (b) it must remove the integration and all information about the Rating System from the Online Shop's website.

If the Online Shop fails to comply with a notice given pursuant to this section 7.2, Trusted Shops may terminate the contract formed under the scope of these Terms of Use with immediate effect. Termination by Trusted Shops pursuant to this section 7.2 is without prejudice to any other claims that Trusted Shops may have against the Online Shop under these Terms of Use or otherwise.

§ 8 Exclusions and liability

8.1 Reviews by Trusted Shops pursuant to section 2.4 are based on the Code of Practice and Trusted Shops' review protocol. By giving a positive review result following a review by Trusted Shops pursuant to section 2.4, Trusted Shops is confirming that the Online Shop complies with the Code of Practice and meets the standards required by Trusted Shops' review protocol. Trusted Shops does not, however, represent that either the Online Shop's Website or the Online Shop itself comply with applicable laws, regulations or industry standards or codes of practice and the Online Shop acknowledges that it is responsible for ensuring its own compliance with applicable laws.

8.2 The Online Shop acknowledges that there may be delays or failures relating to the operation of or access to the Online Systems 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.

8.3 Trusted Shops warrants that any services provided under the scope of these Terms of Use will be provided with reasonable skill and care and using appropriately qualified and skilled personnel.

8.4 Apart from the terms set out in the Membership Contract, 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 membership services set out in the Membership Contract (whether express or implied), including any implied warranties, conditions or terms relating to satisfactory quality, merchantability or fitness for any particular purpose.

8.5 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 Contract; is excluded or limited by these Membership Terms, even if any other term would otherwise suggest that this might be the case.

8.6 Other than as set out in section 8.5, 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.

8.7 Subject to sections 8.5 and 8.6, Trusted Shop's total aggregate liability for all claims arising from or in relation to any given event or series of connected events under the Membership Contract (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 Online Shop under the Membership Contract 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.

§ 9 Term of Membership Contract, Membership Contract extension and termination

9.1 The Term of the Membership Contract depends on the chosen Membership Package.

- a) For Membership Packages subject to the payment of a membership fee, the following shall apply:

Unless terminated earlier in accordance with these Membership Terms, the Membership Contract shall remain in force for an initial term of 12 months from its commencement pursuant to section 1.2, and will be automatically extended for a further period of 12 months unless terminated by either party on no less than three months' notice prior to the end of the 12 month period.

- b) For Membership Packages, which are free of charge, the following shall apply:

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The contract continues on a monthly basis until terminated by either party by giving one month's written notice to the other party at the end of a month.

- 9.2 If the Online-Shop terminates its imrg Associate Membership, the Trusted Shops Membership Contract remains valid.
- 9.3 Either party may terminate the Membership Contract with immediate effect by notice in writing if:
- a) the other party materially breaches any term of these Membership Terms 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 15 days of being asked to do so; or
 - b) the other party suffers an Insolvency Event. For the purposes of this section 9.3
 - c) an Insolvency Event means, in relation to a person, any of the following events; (i) a meeting of creditors of that person being held or an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being proposed by or in relation to that person; (ii) a charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of that person; (iii) that person ceasing to carry on business or being deemed to be unable to pay its debts within the meaning of section 123 Insolvency Act 1986; (iv) that person or its directors or the holder of a qualifying floating charge or any of its creditors giving notice of their intention to appoint, appointing or making an application to the court for the appointment of, an administrator; (v) a petition being advertised or a resolution being passed or an order being made for the administration or the winding-up, bankruptcy or dissolution of that person; or (vi) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets.
- 9.4 Without limiting its rights in section 9.3, Trusted Shops may terminate the Membership Contract with immediate effect by notice in writing if the Online Shop:
- a) fails to comply with a notice given under section 7.1; or
 - b) reports its estimated or actual turnover untruthfully; or
 - c) is in arrears of two consecutive monthly payments due under these Membership Terms (in the case of payments due pursuant to section 4.3 (b)) or has defaulted in its payment of the annual membership fee payable pursuant to section 4.3 (a) and has not paid it within 15 days of being asked to do so by Trusted Shops; or
 - d) 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.

§ 10 Liquidated damages

If Trusted Shops terminates the contract according to section 9.3, the Online Shop shall pay liquidated damages amounting to 60% of the membership fee for the current term of the membership contract. The payment is due on the termination of the contract.

§ 11 Contract amendments

Trusted Shops may amend these Membership Terms (TS-AMB_EN) and/or the fees by giving notice in writing to the Online Shop. Such amendments will be deemed to be approved by the Online Shop unless the Online Shop objects to the amendments in writing and terminates the Membership Contract within 30 days following receipt of such notice.

§ 12 General

- 12.1 Any notices given or required under the Membership Contract must be made in writing.
- 12.2 Membership Contracts will be governed by, construed, and interpreted in accordance with English law. Both parties submit to the exclusive jurisdiction of the English courts in relation to any dispute concerning Membership Contracts but Trusted Shops is also entitled to apply to any court worldwide for injunctive and other remedies in order to protect or enforce its intellectual property rights and confidential information.
- 12.3 If any provision of the Membership Contract is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of the Membership Contract or the Membership Contract as a whole.
- 12.4 Trusted Shops and the Online Shop do not intend that any of the terms of the Membership Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

The ISIS/TS Code of Practice



A. AUDIT CRITERIA

Trusted Shops will conduct reviews of the ISIS/TS-accredited merchant (the "merchant") based on the following Audit Criteria.

1. PRODUCT DESCRIPTION AND PRICE

- 1.1 The merchant will display prices clearly and unambiguously (including whether prices include tax and delivery costs), and not give any misleading price indication.
- 1.2 Details of shipping costs must contain the delivery and shipping costs for all countries that are supplied by the supplier, or the details for the calculation of these costs, so that the customers themselves can easily calculate the amount.
- 1.3 The merchant will provide a fair and adequate description / illustration of the product, sufficient to enable the customer to gain a reasonable understanding of the product and to make an informed buying decision before placing an order.

2. COMMUNICATION AND NOTIFICATION

- 2.1 The website will state the name and address of who it is owned and operated by. The geographic address at which the business is established will be given (a PO Box address is not sufficient): if a limited company, the full corporate name will be stated; if a sole trader or partnership, the name(s) of the proprietor(s) will be stated. If the merchant has VAT and company registration numbers, these will be given. The merchant will, where it is displaying the ISIS/TS Trustmark, provide details of ISIS/TS and how we may be contacted.
- 2.2 The merchant should provide consumers with clear information on website security and on how they handle consumer transactions and protect consumer information. The merchant will notify the customer in advance of an order being placed how communication will be facilitated (e-mail and / or telephone facilities will be the minimum, and a valid email address must be provided at all times), its timeliness (how quickly responses will be made), how to correct input errors, the availability of services (e.g. office hours, public holidays) and provide all requisite contractual information in a designated language(s). The merchant should advise customers to print out, save or otherwise record relevant information about the transaction.
- 2.3 Before any order is placed, the merchant will state whether the contract with the consumer will be filed by the merchant (for example with a regulatory authority, which may not often be the case in the UK but may be necessary elsewhere in the European Union), be accessible to the consumer, and the languages the contract may be concluded in. If the contract will not be so filed the merchant should make this clear.
- 2.4 The merchant will notify the consumer prior to purchase, the method of fulfilment and the delivery date and / or delivery time window. Each product web page of the online shop must specify the availability and the prospective dispatch and delivery time for the applicable product, unless this product can be delivered immediately.

3. TERMS, CANCELLATION AND WARRANTY

- 3.1 The merchant will disclose and make easily available before the transaction its terms and conditions for electronic transactions, the consumer's right of withdrawal and how to exercise this right.
- 3.3 Clear guidelines will be given as to the terms of guarantees, e.g. will a product be replaced if faulty, or will it be sent to a service agent?
- 3.4 If the merchant has a returns and refunds policy that offers consumers more rights than they have under the law or this Code, they must also state that these rights will not affect the consumer's statutory rights.

4. ORDERING PROCESS AND TRUSTED SHOPS GUARANTEE

- 4.1 As a minimum, when the customer embarks upon the ordering process, it should be clear to them what steps, or at least how many steps, are required prior to completion of the ordering process.
- 4.2 If the merchant is selling to only one or a limited number of countries, this should be identified to the customer early in the ordering process, to avoid frustration.

- 4.3 The merchant will state their electronic payment or other electronic settlement practices.

- 4.4 If the merchant sells any goods which may not be sold to customers younger than any specified age, it shall apply an age control mechanism when such goods are purchased and shall not, to its knowledge, deliver goods to persons under age or provide inappropriate content to minors.

- 4.5 The merchant must offer the Trusted Shops Guarantee to all its customers in order to give the customer the possibility of insuring all payments made.

5. ACCEPTANCE OF ORDER, COSTS AND PAYMENT

- 5.1 The merchant should acknowledge an order immediately via an automated process wherever possible.
- 5.2 The merchant will supply the customer with all order details: ideally this will show the total cost including taxes, duties and carriage; or, as a minimum will indicate the likely scale of any additional charges that may be incurred and a source(s) from which the consumer can find detailed information before processing an order.

- 5.3 The customer should not be required to calculate the total price.

6. DELIVERY AND RETURNS

- 6.1 Customers will be informed of their rights to reject products, refunds and / or replacements prior to purchase.
- 6.2 The right to cancel must not be restricted by placing onerous or unfair conditions on the consumer. In particular, any arrangements that stipulate the following for the consumer shall be considered unacceptable:
 - 6.2.1 any provision that impose the risk of losses or damages with regard to return transportation on the consumer;
 - 6.2.2 any stipulation that the consumer must return the goods in their original packaging;
 - 6.2.3 the requirement for the consumer to pay any administration or penalty fees for exercising the right to cancel.

7. PRIVACY AND SECURITY

- 7.1 Appropriate security measures must be used to protect customers' private information, order details, credit card numbers and banking information, during transmission.
- 7.2 Merchants are strongly encouraged to publish their Privacy Policy concerning the merchant's use of customer personal information, which policy should conform to any applicable codes or practice or guidance published by the UK Information Commissioner.
- 7.3 The customer must be informed in the Privacy Policy about the right to revoke their consent at any time in the future.
- 7.4 In any event the merchant must ensure at all times that their practice regarding the use of personal information is transparent to the customer (i.e. the consumer should be told what data is being collected, how, by whom, what for, and of their right to have such data kept up to date).
- 7.5 However, merchants should provide information relating to their use of cookies on their websites. This includes the storage of data specific to an individual's use on the customer's own computer.

B. REQUIRED CRITERIA

In order to display the ISIS/TS Trustmark, the merchant must comply with the following Required Criteria.

1. PRODUCT AVAILABILITY AND PROPERTIES

- 1.1 The merchant will only promote products that are available for sale. Any limits to product availability will be stated. In the event that stock may run out, the merchant will arrange for its timely removal from display. Unavailable products should be clearly marked as unavailable.
- 1.2 Products displayed and offered for sale will be fit for their stated purpose, or where the purpose is not

stated, for the purpose for which they might reasonably be used.

2. WRITTEN INFORMATION, TERMS AND RIGHT OF WITHDRAWAL

- 2.1 The merchant will disclose and make easily available during and after the transaction its terms and conditions for electronic transactions, the consumer's right of withdrawal and how to exercise this right.
- 2.2 Unless the law permits otherwise or an exemption applies, the merchant must tell customers in writing that they have a 'cooling off' period during which they have the right to cancel - in the UK, where the required contractual information has been provided, this cooling off period is generally 7 working days after the day on which the goods have been received (although, for example, the parties may contract for a longer period). Across the EU Member States this period varies, and may be longer.
- 2.3 When a consumer cancels, unless the law permits otherwise, the merchant must reimburse them the cost of the goods / service plus any delivery charges incurred under the same contract within 30 days of the date of cancellation.
- 2.4 The merchant may only charge the customer for the cost of returning the goods if this was stated in the terms and conditions at the time of sale.
- 2.5 After a transaction, the specific applicable terms and conditions that applied at the time the contract was formed must remain available to the customer in a form that can be stored and reproduced.

3. GUARANTEES, WARRANTIES AND COMPLAINTS

- 3.1 The merchant will ensure that a clear, easy to use and effective procedure is in place to enable a customer to notify the merchant of a fault and obtain a remedy if goods are faulty (for example, not reasonably fit for purpose, of unsatisfactory quality or do not match their description).
- 3.2 If goods are faulty, the merchant must offer the consumer a remedy in accordance with their statutory rights (i.e. a replacement, a repair, or a refund) or any other contractual warranty between the merchant and the customer.
- 3.3 If the complaint is made within a reasonable time, the merchant must not insist that the consumer seeks redress direct from the manufacturer under any guarantees or warranties but must allow the customers to use the aforementioned procedure to obtain a remedy.
- 3.4 Any errors in bills, receipts or payments must be corrected as soon as possible and in no more than 30 days of agreeing to do so. The merchant should not make any charge for complaint handling. Further information regarding defective goods and consumer remedies may be found at the Office of Fair Trading website, in their 'Sale of Goods Act Hub' (<http://www.oft.gov.uk/business-advice/treating-customers-fairly/sogahome/>).
- 3.5 Merchants should comply with any binding requirements within the territories from which the merchant is prepared to accept orders.

4. ORDER HANDLING

- 4.1 The merchant will put in place procedures to ensure that all orders are promptly processed.
- 4.2 Acceptance of an order should not be given by the merchant before positive confirmation to proceed is received from the customer (i.e. a clear match has been made between the customer's requirements and a tangible product, and the customer has confirmed their acceptance of price and delivery details). Positive confirmation to proceed is required from the customer before a transaction is processed.
- 4.3 All order information will be retained by the merchant for a period of not less than one year from the transaction date, and supplied to the customer on request, and will remain available during that period.
- 4.4 Each order will be allocated a unique identification number or code to enable tracking.
- 4.5 The merchant will take all reasonable steps to ensure that the customer is legally entitled to purchase the goods on offer.
- 4.6 If an ordered item is out of stock, the merchant should give the customer the option to cancel the order with a full refund, in a timely manner and before confirming the contract.

The ISIS/TS Code of Practice



4.7 In the event that the merchant is fulfilling an order from outside their own territory, the merchant will ensure that it complies with all applicable law regarding such orders.

4.8 If the merchant provides information in more than one language, they should either be able to respond to queries and complaints in those languages, or clearly state prior to purchase that they cannot.

4.9 The merchant will deal promptly with proper returns or replacements of product. The merchant should ensure that any agreed replacement or refund is actioned without delay. The full cost of replacing damaged or faulty goods will fall on the merchant.

4.10 In the event of non-delivery it will fall to the merchant to prove receipt of goods by the consumer, therefore procedures should be in place to ensure product tracking exists to the final destination. Failing to prove delivery will place responsibility on the merchant to provide a replacement free-of-charge. The consumer cannot be made responsible for communicating with the carrier company about failed deliveries.

5. PRIVACY AND SECURITY

5.1 Merchants, and others responsible for administering e-commerce services must ensure that the way they compile and use personal information about consumers conforms to the EU data protection legislation (see http://ec.europa.eu/justice_home/fsi/privacy/index_en.htm and www.ico.gov.uk).

5.2 Appropriate security measures must be used to protect customers' private information, order details, credit card numbers and banking information in storage. Further information is available from the Information Commissioner's Office (see www.ico.gov.uk) and the UK trade association for payments, APACS (see www.apacs.org.uk).

5.3 The merchant must ensure that personal data are accurate and up to date, and are only held for as long as needed and for the purpose it was collected. In particular, the law relating to obtaining such information from minors (i.e. a person under 18 years of age) should be strictly adhered to and best practice (for example compliance with the Direct Marketing Association Code of Practice) implemented- no information about a child under 12 years of age may be collected without the explicit verifiable consent of his / her parent or guardian, and no information about a child under the age of 14 may be disclosed to anyone else without the consent of their parent or guardian.

5.4 In any event the merchant must ensure at all times that their practice regarding the use of personal information is in accordance with applicable data protection laws.

5.5 Customer personal information should be kept no longer than is necessary.

5.6 It is acceptable, subject to compliance with the applicable data protection legislation, for the merchant to capture, exchange and store aggregated data on customers' use and preferences in respect of the merchant's e-commerce services (i.e. place "Cookies") without the customer's prior permission.

5.7 It is also acceptable for third party organisations and the merchant's agents, in association with the merchant, to capture aggregated data from the merchant's customers in a similar manner, provided that the purpose for such data collection remains the pursuit of better and more relevant customer service. Any information stored in this manner on the customer's computer will only be accessible on future visits by the customer.

5.8 The merchant will gain the customer's informed permission before embarking on any more elaborate software or data installation on the customer's computer and every reasonable precaution will be taken to protect the customer's computer from viruses.

6. PUBLIC INTEREST

In the event of a dispute, merchants must be able to demonstrate that they have complied with the Code by submitting documentary evidence without delay when required to do so by ISIS. The adequacy of evidence will be judged on whether it supports the detailed claims, on the way in which electronic transactions are administered and on the overall impression created by the e-commerce service.

7. LEGALITY

7.1 Merchants have primary responsibility for ensuring that what they do is legal.

7.2 E-commerce services should contain nothing that breaks the law or incites anyone to break it, and should omit nothing that the law requires. Information about EU legal requirements is available at the EU website, Europa: <http://europa.eu/>. Information about UK legal requirements is available from the Department for Business, Enterprise and Regulatory Reform (formerly the DTI) website: www.berr.gov.uk, or your local trading standards service: <http://www.tradingstandards.gov.uk>.

7.3 Merchants will respect the Intellectual Property Rights of creators and providers of copyrighted materials, information and other intellectual works.

8. TRUTHFULNESS

8.1 No e-commerce service should mislead by inaccuracy, ambiguity, exaggeration, omission or otherwise.

8.2 Warnings will be given regarding material that may be unsuitable or inappropriate for children or other consumers. E-commerce services should not cause offence.

8.3 Where applicable, geographical or personal restrictions should be stated, including whether permission is needed from an adult or any other factor likely to influence consumers' decisions or understanding about the offer.

C. BEST PRACTICE

The merchant should endeavour to comply with the following Best Practice.

1. UNAVAILABLE PRODUCTS, ADVERTISEMENTS

1.1 It is acceptable to display unavailable products when the merchant considers it in their customers' interests to do so, for example, to maintain consistency with the merchant's other catalogues (e.g. in print). Under these circumstances the merchant should also endeavour to make it difficult for the customer to order these unavailable products by mistake.

1.2 If the merchant and customer are using different currencies, wherever possible, the customer will be able to see a display of the estimated cost in their local currency.

1.3 In the event that the merchant is fulfilling an order from outside their own territory, the merchant will endeavour to meet the reasonable expectations of the customer in terms of levels of consumer protection.

1.4 The merchant should endeavour to ensure that their advertisements and sales promotions are considerate to the sensibilities and expectations of consumers within the territories from which the merchant is prepared to accept orders.

1.5 Merchants should make best efforts to comply with whatever accepted non-binding codes of advertising practice are in use within the territories from which the merchant is prepared to accept orders and segregate their customers accordingly.

1.6 Merchants should make best efforts to meet the reasonable expectations of their customers when determining delivery times, and fulfil orders within 7 days unless customers have consented to a different arrangement or are given an opportunity to recover any money paid. Merchants should, to their best ability, keep customers reasonably informed of any failure to meet an expected delivery time.

1.7 Merchants should be aware of the various consumer protection provisions that apply to their supply of goods and services. Merchants should specifically be aware of the EU Distance Selling Regulations and, where applicable, allow no-fault return of most types of goods within the appropriate 'cooling off' period (para 7.2.c refers). Further guidance is available from: www.dti.gov.uk/consumers/buying-selling/distance-selling/index.html

2. CONSUMER INFORMATION - COLLECTION AND USE, OPT-IN PRINCIPLE

2.1 The merchant must take the confidentiality of personal data seriously.

2.2 Particular attention should be paid to the Payments Card Industry Data Security Standard (PCI DSS) which could affect the merchant's ability to take card payments.

2.3 If the merchant proposes to provide personal information about a customer to third parties, or use such data itself, for direct marketing purposes, ISIS/TS recommends that the customer should be given the option to opt-in as opposed to the option to opt-out (although 'opt-out' may in certain circumstances be acceptable). The customer would therefore specifically consent to the inclusion of their information in such a provision.

3. ACCESSIBILITY

3.1 There are more than 10 million disabled people in the UK with a combined spending power of £80 billion per annum (source: Department for Work and Pensions). Since 1999, the Disability Discrimination Act 1995 (DDA) has placed a legal duty on service providers to make reasonable adjustments to ensure that disabled people are able to access services, including services provided via the web. Although the DDA has now been repealed and was replaced by the Equality Act 2010 (EqA) on 1 October 2010, this legal duty to make reasonable adjustments still exists in the same way as it did under the DDA.

3.2 To meet all legal requirements, as well as implementing best practice, it is recommended that merchants comply with the following:

3.2.1 **Publicly Available Specification 78:** Guide to Good Practice in Commissioning Accessible Websites (PAS 78) provides guidance on ensuring that websites are usable by disabled people. PAS 78 is available free of charge from www.equalityhumanrights.com/footer/accessibility-statement/general-web-accessibility-guidance/

3.2.2 **Accessibility + Inclusivity + User Preferences + DDA:** To meet communication needs, personal preferences and the requirement to make reasonable adjustments under the EqA, IMRG recommends compliance with the W3C guidelines (which can be found at accessibility best practice guide can be found at <http://www.w3.org/TR/WCAG20/>) and the British Standards Institution web accessibility guidance BS 8878 (available at <http://shop.bsigroup.com/en/ProductDetail/?pid=000000000030180388>).

4. SUITABILITY

4.1 Merchants should make every effort to ensure that unsuitable or inappropriate material does not reach consumers.

4.2 Caveats such as 'subject to availability' do not relieve merchants of the obligation to take all reasonable steps to avoid disappointing consumers.

5. HONESTY

Merchants should not abuse consumers' trust or exploit their lack of knowledge or experience.

6. ADMINISTRATION

E-commerce services should be conducted under management supervision and resources should be made available to ensure their efficient administration at all times. High standards of customer service and minimal cause for complaints should be the rudiments of e-retailing for both suppliers and intermediaries.

7. SITE PERFORMANCE AND DISASTER RECOVERY

7.1 E-retailing services should be easy to use and designed to facilitate ease of navigation. Merchants should optimise their service performance criteria. For example, the optimum web screen arrival time is <6 seconds, and >20 seconds is completely unacceptable in normal conditions.

7.2 Merchants should endeavour to ensure that, other than during agreed scheduled maintenance periods, their site is available for use a minimum of 99.9% of the time. Measured on a monthly basis, this equates to a maximum of 43 minutes downtime per month.

7.3 Customers' orders should be acknowledged electronically on receipt and be responded to within no more than one working day.

7.4 Merchants should ensure their computer clocks are accurate (< 3 seconds is recommended) and that all of their communications are properly time-stamped.

7.5 Merchants should have Disaster Recovery plans in place and make all relevant personnel aware of them.

7.6 Merchants should ensure they have suitable commercial insurance cover for their e-commerce activities.

General Terms and Conditions of Trusted Shops Guarantee



A guarantee contract comes into being with each Trusted Shops guarantor. Trusted Shops guarantors are Atradius Credit Insurance, Opladener Straße 14, D-50679 Cologne (Germany) The excess guarantor is TCRe Germany, subsidiary of TRADE CREDIT Re Insurance Company sa/nv, Spichemstraße 6a, D-50672 Cologne (Germany).

§ 1 Objectives of Trusted Shops Guarantee

1. 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.
2. 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

1. 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.
2. 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.
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-GBO).
4. If the online customer fails to meet a deadline at now fault of their own, Atradius may consider the deadline as adhered to.

§ 3 Requirements for Assumption of Liability

1. 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.
2. 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.
3. 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.
4. 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:

1. The online store

- a) 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;
- b) commits to abide by the terms of use as stated in the general membership conditions in § 2 par. 5 for the duration of this contract;

2. Atradius

- a) shall maintain an account for the online store, which provides information on the utilization of the guarantee coverage of commercial online activities;
- b) 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

- a) shall take all measures necessary to avoid a case of damage, according to the diligence of a proper merchant;
- b) 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;

- c) in the case of a claim, the online store shall provide all documents and information necessary to process 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

- a) 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;
- b) 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;
- c) the online customer under coverage, will be informed about possible reservations on part of the online store;
- d) may make payments to those, that are deemed authorized to receive it in due diligence;
- e) 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 considered 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

1. 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
2. All parties are entitled to terminate the contract for extraordinary causes. Cause for an extraordinary termination without notice by Atradius is especially present if:
 - a) 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
 - b) 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
 - c) 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

1. 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.
2. The Trusted Shops guarantee contract shall be subject to German law.
3. Place of fulfillment and jurisdiction is Cologne.
4. The online store may direct complaints to the "Bundesanstalt für Finanzdienstleistungsaufsicht" (German Federal Financial Supervisory Authority) - Insurance Department - Graurheindorfer Str. 8, 53117 Bonn.

Terms and conditions for Trusted Shops Buyer Protection (guarantee declaration)



TRUSTED SHOPS®
The safe way to web shopping

I. Services

The Trusted Shops Guarantor* (guarantor) offers you, as a customer of a certified online shop or online travel agency with the Trusted Shops Guarantee, the following protection in the event of any of the circumstances listed in clause II.:

- reimbursement of the purchase price of the goods ordered from the online shop in the event of non-delivery;
- reimbursement of the purchase price following return postage of the product to the online shop;
- reimbursement of travel costs in the event that the online travel agent fails to provide travel documents;
- reimbursement of fees paid in the event that agreed services are not provided; and
- reimbursement of up to 50 EUR excess payment in the event of misuse of your credit card in connection with your online order from an online shop or online travel agency.

Trusted Shops GmbH handles guarantee claims on behalf of the guarantor*.

II. Prerequisites

1st Conclusion of the Trusted Shops Guarantee

You have ordered a product or service from an online shop or have booked a holiday online from an online travel agency with Trusted Shops GmbH certification, have paid for these services (e.g. credit card payment) and registered for the Trusted Shops Guarantee as part of this process. Trusted Shops GmbH has sent confirmation of the Trusted Shops Guarantee from the guarantor via email with your transaction number.

2nd Benefit cases

The Trusted Shops Guarantee applies exclusively to such orders for which one of the benefit cases listed below (lit. a - e) comes into force within the agreed period of coverage** after the receipt of the online shop order. In the case of recurring services, the Trusted Shops Guarantee extends solely to the initial partial service provided and not to subsequent services. If this has occurred in accordance with the contract, no claims for reimbursement as per the Guarantee may be made for further partial services.

- Reimbursement of the purchase price of the goods ordered from the online shop in the event of non-delivery:

if you do not receive the product ordered or the order is only partially fulfilled within the agreed period of coverage** following placement of the order in the online shop, you are obliged to inform Trusted Shops GmbH within at least 7 calendar days in accordance with Clause III. In the event of orders by persons who are not consumers, delivery is considered to have been completed upon dispatch of the product to the transport company.

Trusted Shops GmbH assumes responsibility for the completion of the claim against the online shop following notification of non-delivery. In the event that the online shop fails to reimburse your money within 30 calendar days of this notification, you will receive reimbursement from the guarantor* as part of the Trusted Shops Guarantee up to the agreed amount covered**.

The Trusted Shops Guarantee does not cover any other claims against the online shop that do not fall within the purchase contract (e.g. mobile phone charges, credit notes or fees), nor does it cover any claims for compensation.

- Reimbursement of the purchase price following return postage to the online shop:

you have the right to claim reimbursement of the purchase price as well as the return postage costs for which you are not liable, given that you exercise your right to cancel or return in accordance with long distance sales contract regulations within the due time and that you return the product to the online shop in accordance with the formalities and deadlines as stated in the purchase contract, whereby you must provide proof of having returned the product (e.g. registered post for large packages; not necessary for smaller items). Please note that certain products may not be returned in accordance with the guidelines regarding long distance sales contracts (e.g. perishable food products or custom made products). You must notify Trusted Shops GmbH of the return of the product in accordance with Clause III at the latest within the agreed period of coverage** plus 7 calendar days after the online shop's receipt of the order. In the event that the online shop fails to reimburse your money within 30 calendar days of the period of coverage** as per the contract, you will receive reimbursement from the guarantor as part of the Trusted Shops Guarantee up to the agreed amount covered**. Particular attention should be paid to the varying national regulations, especially pertaining to withdrawal deadlines***.

The Trusted Shops Guarantee does not cover warranty claims in the event of product returns.

- Reimbursement of the travel costs in the event that the online travel agent fails to provide travel documents:

you have a right to claim reimbursement of the travel costs in the event that the online travel agent fails to provide you with the necessary travel documents. This also applies to the travel agent's failure to provide the travel documents at an agreed upon collection point (e.g. airport check-in desk). Prerequisites

for this are: (1) that the journey could not be embarked upon due to the aforementioned default, or that the travel agent did not offer an adequate replacement (surcharges up to 30% of the travel price are considered reasonable); (2) that you are in possession of a travel confirmation document (3) that you report the compensation case immediately in accordance with Clause III, at the latest within 2 calendar days after the promised date of provision of services; (4) that in the event of an arrangement to personally collect the travel documents, you have written confirmation from the staff from whom you were to collect the travel documents that they were not provided and that you were unable to embark on the holiday. The aforementioned prerequisites must be proven by presenting appropriate documentation. In the event that the online travel agent fails to reimburse travel costs within thirty days of informing Trusted Shops GmbH, you will receive reimbursement as part of the Trusted Shops Guarantee up to the agreed amount covered**. In the event that within the period of one calendar month several benefit cases arise from your Trusted Shops Guarantees and the total travel costs exceed the amount covered** agreed upon, you will be awarded a single payment of the maximum liability sum paid in accordance with the amount covered** agreed upon, as compensation for the benefit cases resulting from your Trusted Shops Guarantees.

The Trusted Shops Guarantee does not cover the insolvency of an online travel agency and nor can it be used in conjunction with an insolvency process (e.g. upon reaching/exceeding the maximum limit of liability); this coverage is provided solely by the travel confirmation document. The Trusted Shops Guarantee similarly does not cover cases in which claims against online travel agencies are or can be covered by travel cancellation insurance, nor can the guarantee be used in conjunction with such insurance (e.g. upon reaching the maximum limit of liability or with insurance excesses); this is covered solely by travel cancellation insurance.

- Reimbursement of fees in the event that services are not provided as agreed upon:

you have a right to claim reimbursement of the fees in the event that an online shop fails to provide you with the services purchased. If the service purchased is not provided within the period of coverage** agreed upon after the online shop has received your order or is not provided at the time agreed upon, you must notify Trusted Shops GmbH within 2 calendar days in accordance with Clause III. Trusted Shops GmbH assumes responsibility for the completion of the claim with the online shop. In the event that the online shop fails to reimburse your money within 30 calendar days of this notification, you will receive reimbursement from the guarantor as part of the Trusted Shops Guarantee up to the agreed amount covered**.

The Trusted Shops Guarantee does not cover warranty claims related to the ongoing service contract, but solely covers the reimbursement of fees in the event that the services agreed upon are not provided. It is not valid for reimbursement claims against the online shop that result from having exercised a right to withdrawal.

- Reimbursement of excess payment in the event of misuse of your credit card:

insofar as a credit card company indemnifies you of any liability in the event of misuse of your credit card, and insofar as misuse of your credit card can be clearly traced back to the use of the same credit card in the guarantee-protected online transaction, the insurance company shall cover an excess payment of up to 50 EUR.

III. Notice of loss and proof

The Trusted Shops GmbH homepage includes a page where you can register a guarantee claim by entering your transaction number. You can also make a guarantee claim in writing or via email. In this case the name of the online shop or online travel agency, and the order or contract number must be stated.

The delivery of the ordered goods is assumed in the case of the postage of a package by a mail-order company and receipt by you unless proven otherwise; the general terms and conditions of the mail-order company must be referred to in such cases when proving non-delivery (e.g. immediate notice of loss and written record of non-delivery from Royal Mail). Insofar as the online shop can provide evidence of delivery by the mail-order company (e.g. accepted by a neighbour), you must provide sufficient evidence of non-delivery (e.g. statutory declaration). All payments and returns must be documented and provided to Trusted Shops in an appropriate form (e.g. copy of bank statement, collection on delivery receipt, copy of postal receipt, witness statements) within 7 calendar days after claiming for reimbursement of purchase price.

The provision of a service is assumed in the case of your countersigned confirmation of the provision of the service (e.g. on the order note) or your acceptance, or alternatively with services that entail delivery, in the event of provision of the delivery by a mail-order company or the service provider itself and acceptance by you, unless proven otherwise; the regulations concerning proof of non-delivery apply. In the case of transfers via electronic data communication (downloads), the performance of the service is assumed upon the completion of the electronic data transfer, unless proven otherwise.

IV. Mitigation of loss and assignment of claims

You are obliged to take all measures possible to avoid a compensation case, e.g. refuse to accept a C.O.D. parcel if at the time of delivery you are aware that the online shop has filed for insolvency. Should the opportunity arise to withdraw or otherwise reverse a payment that has already been made, you are obliged to do so (for example cancelled direct debit or credit card payment).

Once you have received reimbursement as part of the Trusted Shops Guarantee, you relinquish all rights to claim against the online shop, online travel agency, or any third parties, including all subsidiary rights, to the guarantor. The guarantor accepts the assignment of the claim.

V. Right to cancel for consumers

Consumers have the right to cancel as described in the following. A consumer is any natural person who concludes a legal transaction that can be assigned neither to their business nor self-employed professional occupation.

Right to cancel

You have the right to cancel your contractual obligations within 14 days (cooling off period) without having to provide reasons in writing or in another durable medium (e.g. letter, fax, email). The cooling off period begins with receipt of this policy in writing or in another durable medium, however not before the conclusion of contract and not before the fulfillment of our duties to provide information regarding long distance sales and e-commerce. Sending notification of cancellation on time suffices to adhere to the cancellation deadline.

Cancellation notification should be sent to:

Trusted Shops GmbH
Subbelrather Straße 15c
50823 Cologne

Consequences of cancellation

In the event of an effective cancellation, the services received by both parties must be returned and any possible profits (e.g. interest) must be paid out. In the event that you are unable to return the services and profits (e.g. advantages of using) received, or only in an inferior condition, you are obliged to replace the deficit value. This can result in your being obliged to fulfil the contractual payment obligations for the time period until the cancellation. Obligations to reimburse payments must be fulfilled within 30 days. The time period begins for you with the posting of your cancellation declaration, and for us upon its receipt.

End of information on the right to cancel.

VI. Final provisions

This contract and any disputes that may result from or be connected with it are subject exclusively to the laws of the Federal Republic of Germany. For contracts with a purpose that cannot be assigned to the professional or business activities of the claimant (contract with consumer), this provision is applicable only insofar as the guaranteed coverage is not contravened by the legal regulations of the country in which the consumer has their permanent residence.

The official contract language is English.

Complaints can be directed to the responsible supervisory body, the Bundesanstalt für Finanzdienstleistungsaufsicht – Bereich Versicherungen -, Graurheindorfer Straße 108, 53117 Bonn.

* Trusted Shops Buyer Protection is provided to you by one of the following Trusted Shops Guarantors:

- Atradius Kreditversicherung, Niederlassung der Atradius Credit Insurance N.V., Opladener Straße 14, 50679 Cologne, General Representative: Dr. Thomas Langen, Local Court Cologne HRB 53815, Main business: credit insurance
- TCRe Germany, Niederlassung der TRADE CREDIT Re Insurance Company S.A., Spichernstraße 6a, 50672 Cologne, General Representative: Robert Brixius, Local Court Cologne HRB 62129, Main business: credit insurance

General Representative for Germany: Dr. Thomas Langen, local court Cologne HRB 53815, main business: credit insurance.

** The amount covered and period of coverage can be viewed by clicking on the Trustmark on the certificate in the respective online shop and are confirmed by email. The period of coverage can be 30, 60, 90 or 120 calendar days.

*** 7 working days applies to consumers based in Austria, Bulgaria, France, Ireland, Lithuania, Luxembourg, the Netherlands, Slovakia, Spain and the United Kingdom; 8 working days: Hungary; 10 days: Poland; 10 working days: Greece, Italy and Romania; 14 days: Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, Germany, Portugal, Sweden, Latvia; 15 days: Malta and Slovenia.

As defined in the Trusted Shops Quality Criteria for Switzerland (TS-QAL_CH, section 7), users in Switzerland have a 14 day right of cancellation in respect of the agreement concluded in the shop.

Exclusion catalogue (catalogue of non-certifiable merchandise)



TRUSTED SHOPS®
The safe way to web shopping

1. Weapons

1.1 Prohibited weapons (in accordance with annex 2 to the German Weapons Act – WaffG)

- Flick knives and gravity knives (without restriction)
- Butterfly knives, push daggers (blade at right angles to the handle)
- Cutting and stabbing weapons disguised as, or concealed within, other objects (sword canes, knives in belt buckle etc.)
- Steel rods and blackjacks (elastic and weighted at the end)
- Knuckledusters, throwing stars, nunchucks
- Objects with irritant or other active agents without evidence of safety and official mark of conformity and/or checks to establish the majority of the purchaser (CS gas, pepper spray etc.)
- Electrical discharge weapons without evidence of safety and official mark of conformity

1.2 Weapons requiring a permit

- Firearms of any kind (e.g. rifles, pistols, revolvers etc.)
- Air guns with a projectile energy in excess of 7.5 joules

1.3 Weapons which do not require a permit but which are problematic for other reasons

- Imitation weapons (which could be mistaken for the genuine article, generally Airsoft guns and air guns, including some paintball weapons)
- Crossbows

2. Erotic items

2.1 Accessories for the infliction of extreme pain, humiliation or subjugation

- Injections and infusions (needles, syringes, canulae etc.)
- Pinwheels and nerve stimulator wheels
- Medical instruments (dilators, spreaders, catheters, clamps etc.)
- Torture accessories, in particular if the whole shop is exclusively or principally dedicated to them

2.2 Problematic fetish categories

- Adult-baby fetish (also not as a sub-category!)

2.3 Pornographic or vulgar images or such that are harmful to young people

- Direct representations of human sexuality, primary sexual characteristics or the sexual act with the aim of sexually arousing the viewer
- Representations of people in a manner demeaning to human dignity
- Children or young people in unnatural and blatantly sexual positions

3. Items relating to National Socialism

3.1 Insignia of unconstitutional organisations

- Swastikas, Sig runes (SS emblem)
- Stylised Celtic crosses (unless unambiguously not in a National Socialist context)
- Prohibited slogans and forms of greeting ("Meine Ehre heißt Treue", "Mit deutschem Gruß", etc.)
- Uniforms or parts of uniforms from the Wehrmacht, SS, SA
- Flags and insignia (e.g. Third Reich war flag 1935-1945)
- Images of Hitler

3.2 Items not prohibited by law but which are related to National Socialism

- Reich war flags (including pre-1935 versions)
- Clothing from the brands "Thor Steinar", "Consdaple" or "Erik and Sons"
- Problematic slogans (e.g. "Ich bin stolz, ein Deutscher zu sein")
- Black, white and red flags of any design (unless unambiguously not from a National Socialist context)
- Action figures of Nazi functionaries or Wehrmacht and SS soldiers

4. Fake certificates or identification papers

- Copies of official identification documents (including "joke IDs")
- Fake credentials or certificates of competence

5. Plots of land (also extraterrestrial), rights equivalent to real property or the like

- Land on the Moon or on Mars
- Star naming

6. Extrasensory services

- Love potions, curses, incantations etc.
- Predictions, esoteric "counselling", life coaching

7. Other miscellaneous products

- Psychoactive substances, which are sold as mixed herbes, bouquet garni, air fresheners, cleaning supplies, bath salts or Legal Ecstasies (so called Legal Highs (also Herbal Highs, Research Chemicals))
- Data media as defined in § 15 (2) and § 18 (2) (2) and (4) of the German Protection of Young Persons Act (Jugendschutzgesetz – JuSchG) (media deemed gravely harmful to young people and subject to an absolute ban on dissemination)
- E-cigarettes and liquids, inasmuch as the dealer is unable to provide proof that these are freely on sale
- Modchips (computer modification chips)

1. Membership packages

Online turnover p.a.	monthly membership fee*
up to £ 20,000	£ 39
up to £ 50,000	£ 69
up to £ 100,000	£ 89
up to £ 200,000	£ 109
up to £ 300,000	£ 129
up to £ 500,000	£ 149
up to £ 750,000	£ 169
up to £ 1,000,000	£ 209
up to £ 1,500,000	£ 249
up to £ 3,000,000	£ 299
up to £ 5,000,000	£ 359
more than £ 5,000,000	prices on request

2. Membership packages with pre-certified shop solutions**

Online turnover p.a.	monthly membership fee*
up to £ 20,000	£ 29
up to £ 50,000	£ 59
up to £ 100,000	£ 79
up to £ 200,000	£ 99
up to £ 300,000	£ 119
up to £ 500,000	£ 139
up to £ 750,000	£ 159
up to £ 1,000,000	£ 199
up to £ 1,500,000	£ 239
up to £ 3,000,000	£ 289
up to £ 5,000,000	£ 349
more than £ 5,000,000	prices on request

3. Further membership costs

3.1 Processing fee (per claim)	£ 25
3.2 Cost of additional audit report in case of insufficient implementation of the first audit report	£ 50

4. 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 *
up to £500	30 days	£0.98
up to £1,500	30 days	£2.94
up to £2,500	30 days	£4.90
up to £5,000	30 days	£9.80
up to £10,000	30 days	£19.60
up to £20,000	30 days	£39.20
more than £20,000	prices on request	

* VAT included

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.

*Monthly fee, payable in advance excl. VAT. Incl. membership fee and guarantee premium.

** a list of pre-certified shop solutions can be found here: www.trustedshops.co.uk



5. 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.

6. Additional services to the membership packages

6.1 Express audit	accelerated audit of all quality criteria in max. 3 work days (subject to appraisal of creditworthiness)	£ 200
6.2 Change of shop ownership	assignment and acceptance of existing contract (shop is untouched, e.g. terms and conditions etc.)	£ 90
6.3 Change of shop solution	reaudit due to change of shop solution	£ 200
6.4 Reaudit	reaudit due to significant modifications to the online shop with regard to the Trusted Shops quality criteria	£ 200

7. Single services

7.1 Certificate for additional shop	additional audit report, certificate and shop profile with logo, description and link	£ 29 / month
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