

# Trusted Shops Membership Terms

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

## THE PARTIES HERETO AGREE AS FOLLOWS:

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

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

**"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. When the Member books additional options during the term of this Membership Agreement each option can be terminated with three (3) months prior written notice to the end of the term.
- 8.3. With the termination of the membership contract all booked additional options are terminated automatically.
- 8.4. The termination of additional options does not affect the Membership Agreement as a whole.
- 8.5. Either party may terminate this Membership Agreement with immediate effect by written notice to the other party in the event that the other party materially breaches one or more of its obligations under this Membership Agreement and it is not possible to remedy that breach, or it is possible to remedy that breach, but the other party fails to do so within 30 days of being asked to do so; or the other party ceases to pay its debts or becomes insolvent.
- 8.6. Without limiting its rights in section 8.5 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 3.7, 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 8.6 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.

## Agreement pursuant to Article 26 (1) the General Data Protection Regulation (GDPR)

between

### **Trusted Shops GmbH**

Subbelrather Str. 15c

50823 Köln (Cologne), Germany

-hereinafter referred to as "**Trusted Shops**"-

and

the **Member** or **User** specified in the Membership or User Agreement.

-hereinafter also referred to individually as "**Party**" and collectively as "**Parties**". The term 'Member' shall hereinafter also define any user of the Experience Feedback Platform.

### § 1 Subject matter of the agreement

- (1) Trusted Shops offers various products for companies to provide buyers with buyer protection and the opportunity to review purchases or transactions that have been made. The contractual agreements for this purpose are set out in the General Terms and Conditions of Membership of Trusted Shops or other contractual agreements and, where applicable, in supplementary agreements (hereinafter uniformly referred to as the "Main Contract"). In this context, personal data is processed under the joint controllership of the Parties.
- (2) The respective rights and obligations of the Parties under the GDPR, as well as the specified purposes and means of processing, are governed by this Agreement on the Joint Controllership pursuant to Article 26 GDPR (hereinafter referred to as "the Agreement"). The Agreement applies to all activities in which the Parties' employees, or processors commissioned by them process personal data on behalf of the data controllers.

### § 2 - Description of data processing and responsibility

- (1) The details of the purpose, nature and scope of the data processing are set out in the agreement in Appendix I and in specific provisions in this Agreement.
- (2) The individual processing activities over which there is joint controllership of the Parties are precisely identified and allocated to the respective area of responsibility in Appendix I to this Agreement. Wherever the individual responsibilities are not specifically regulated, for the avoidance of doubt, both Parties will be equally responsible for the respective data processing.

### § 3 - Implementation of data subject rights and information obligations

- (1) The Parties have also regulated in Appendix I to this Agreement their individual responsibilities for the compliance with the data subject rights laid down in Article 15 - 22 GDPR. Wherever the individual responsibilities are not specifically regulated, for the avoidance of doubt, both Parties will be equally responsible for safeguarding the rights of the data subjects.
- (2) Data subjects may address their requests for the exercise of their data protection rights to either Party, without prejudice to the responsibilities set out in Appendix I. The Parties are obliged to forward the requests to the respective responsible Party. To this end, the Parties shall provide each other with contact addresses and notify each other of any changes in text form. Both Parties undertake to provide the information to the data subject. In the event of a data subject request addressed to them pursuant to Article 15 - 22 GDPR, the Parties are also obliged to inform the respectively other Party of the request and its essential content. This does not apply if the disclosure of this information is not permitted under data protection law or professional law, in particular in case the person concerned explicitly does not wish it to be disclosed.

- (3) The Parties may specify in Appendix I to this Agreement the primary responsibilities for fulfilling the information obligations under Articles 13 and 14 GDPR. Each Party is obliged to implement the information obligations arising from Articles 13 and 14 GDPR and Article 26 (2) GDPR vis-à-vis the data subjects. The Parties shall ensure that this information is accessible via the Internet and provide each other with the Internet addresses at which the respective information can be accessed.
- (4) The Parties shall provide, free of charge, the data subject with the necessary data and information in a concise, transparent, intelligible and easily accessible form, using clear and plain language.

#### **§ 4 - Erasure requests by data subjects**

- (1) In the event of erasure requests by data subjects, the Parties shall inform each other thereof. The erasure request has to be complied with in accordance with the requirements of Section 3 of this Agreement, provided that there are no legitimate reasons to oppose the erasure process. Legitimate reasons may, for example, lie in statutory data retention obligations of the respective Party.
- (2) The erasure of personal data must be documented by the Parties.
- (3) Obligations arising from Article 17 (2) GDPR must be fulfilled independently by the respective Party that has made personal data public. If the Parties have jointly made personal data public, Trusted Shops is responsible for fulfilling the obligations arising from Article 17(2) GDPR.

#### **§ 5 - Data security and data protection principles**

- (1) The Parties mutually undertake to comply with the technical and organisational measures required in each case in accordance with Article 32 GDPR, insofar as this relates to the processing of personal data for which there is joint controllership within the meaning of Article 26 GDPR.
- (2) The data protection principles laid down in Article 5 GDPR must be complied with by the Parties; in particular, the Parties undertake to process data lawfully within this Agreement.
- (3) The Parties agree that both Parties shall take the necessary technical and organisational measures for their respective areas. Trusted Shops' technical and organisational measures can be accessed at any time via the following link: <https://help.etrusted.com/hc/en-gb/articles/360021040178>. The Member is required to adopt technical and organisational measures within its own area of responsibility, and to disclose these to Trusted Shops on request.
- (4) In the event of irregularities and errors in the data processing under this Agreement, the Parties shall inform each other and assist each other in rectifying them. This also applies to violations of provisions of this Agreement.

#### **§ 6 - Data protection breaches**

- (1) In the event of a personal data breach within the meaning of Article 4 No. 12 GDPR (hereinafter referred to as "Data Protection Breaches") under this Agreement, the Parties shall notify each other without undue delay after becoming aware of the Data Protection Breach. The notification has to be made in text form. They shall provide each other with all the information necessary to investigate, remedy and assess the risk of the Data Protection Breach.
- (2) Both Parties are responsible for processing and reviewing a Data Protection Breach. They undertake to provide mutual support and to comply with any notification obligations in accordance with Articles 33 and 34 GDPR immediately. The Parties' obligations to cooperate under Paragraph 1 must be within the bounds of what is reasonable and necessary.
- (3) Data Protection Breaches and their processing must be documented by the Parties.

#### **§ 7 - Documentation Duties**

- (1) The Parties undertake to independently comply with the documentation obligations contained in the GDPR. This applies, in particular, to the keeping of the register of processing activities in accordance with Article 30 GDPR. The Parties shall provide each other with the information necessary for the maintenance of the register in an appropriate form.

- (2) The Parties shall support each other with regard to all other documentation obligations, in particular, those arising from Articles 32 to 36 GDPR.

## **§ 8 - Cooperation with data protection supervisory authorities**

- (1) The Parties undertake to inform each other without undue delay in the event of enquiries from a data protection supervisory authority concerning processing activities covered by this Agreement.
- (2) Enquiries from the data protection supervisory authority will be processed jointly by the Parties unless otherwise agreed in individual cases.
- (3) Formal enquiries about this Agreement shall – as far as possible – be handled by Trusted Shops. Member forwards enquiries to Trusted Shops without being requested to do so, provided that the enquiry is directed to the Member.
- (4) Necessary information, access and inspection rights shall - within the framework of their statutory powers - be granted to data protection supervisory authorities by the Parties.
- (5) This is without prejudice to the Parties' right to seek legal remedy.

## **§ 9 - Processor**

- (1) Processors in the sense of Article 4 No. 8 GDPR may be commissioned under this Agreement by each Party without the prior consent of the other Party.
- (2) In the event of a commission such as described in Section 9 (1), the commissioning Party shall provide the other Party with all necessary information. The data processing agreement (DPA) must comply with the requirements of Articles 28 and 29 GDPR.
- (3) Should a processor be commissioned outside the EU/EEA, the commissioning party shall implement appropriate technical, organisational and contractual measures to ensure that the personal data is processed exclusively within the EU/EEA and, prior to the transfer of personal data to the third country, provide guarantees in accordance with Art. 44 et seq. of the GDPR for an adequate level of data protection to the other party and document this in writing in the contract for the commissioned processing. The other party has the right to object after reviewing the guarantees.
- (4) Upon conclusion of a DPA, the concluding Party shall, upon request, provide the respectively other Party with a copy of the DPA.

## **§ 10 - Liability**

- (1) The Parties are liable for their respective obligations towards the data subject in accordance with the statutory provisions.
- (2) With regard to their internal relationship, the liability of the Parties is determined by their respective area of responsibility, without prejudice to the provisions of this Agreement and any other liability distribution agreements of the Parties. Where both Parties are responsible for an area of data processing, liability for damages is determined in accordance with Section 426 of the German Civil Code (BGB) Article 82 (4) and (5) GDPR.

## **§ 11 - Final Provisions**

- (1) This Agreement is an integral part of the Main Contract and is effectively concluded upon the conclusion of the Main Contract. Regarding the term and termination of this Agreement, the provisions of the Main Contract apply. Should there be any inconsistencies with regard to data protection provisions between this Agreement and other agreements between the Parties, in particular the Main Contract, the provisions of this Agreement will prevail.
- (2) Should any provision of this Agreement be or become invalid or contain loopholes, this will not affect the validity of the remaining provisions. The Parties shall undertake to replace the invalid provision with another, valid provision that comes as close as possible to the purpose of the invalid provision and meets the economic requirements as well as the requirements of data protection law.
- (3) German law applies.

## Appendix I - Description of the cooperation

Both Parties jointly determine the purposes and means for certain data processing within the context of the Trusted Shops services which constitutes their joint controllership under data protection law in the sense of Article 26 GDPR, at least for certain data processing operations or parts thereof. The following appendix describes the cooperation between the Parties and the distribution of responsibilities between them. Joint controllership is only in place if and to the extent that the Parties have entered into the respective agreements of the main contract required for the described data processing activities, or the described product is used by the Member. The Parties are free to process personal data obtained in the context of joint controllership for further purposes of their own, provided that this is permissible under the applicable data protection regulations and the data subjects are informed of this by the respective Party.

Where the Member is responsible for information obligations in accordance with Article 13 GDPR within the scope of the data processing activities described below, it must refer to the Trusted Shops privacy policy on an appropriate spot. The privacy policy is available at the following link: [https://www.trustedshops.com/tsdocument/BUYER\\_AUTO\\_PROTECTION\\_TERMS\\_en.pdf](https://www.trustedshops.com/tsdocument/BUYER_AUTO_PROTECTION_TERMS_en.pdf)

Trusted Shops also provides additional information in its [Help Centre](#). Among others, it contains a table of responsibilities and competences with the help of which the Member can inform the data subjects about the essential contents of this Agreement pursuant to Article 26 (2) GDPR. Furthermore, there are non-binding working aids for the documentation of the balancing of interests mentioned in this Agreement.

The following processing activities are carried out by service providers with whom Trusted Shops has concluded a DPA. Where a third country transfer takes place, Trusted Shops is responsible for providing the appropriate legal framework, i.e. in particular, ensuring the existence of appropriate safeguards in the absence of an adequacy decision or an exemption pursuant to Article 49 GDPR. Trusted Shops will inform the Member of any third country transfer that takes place within the scope of the joint controllership, so that the Member can comply with information obligations it has towards data subjects.

### 1. Trustbadge and Widgets

#### 1.1 Display of the widget

Trusted Shops provides various widgets (e.g., the Trustbadge) for the respective online presence of the Member, and is solely responsible for their content and the data processing associated with them. The Member's information obligations depend on the purpose for which the respective widget is integrated into the Member's online presence.

The integration of the widget into the online presence enables the display of authentic customer reviews and, in the case of the Trustbadge, also the collection of customer reviews. The Member is responsible for the display of the widget in the online presence. Its integration enables the display of the Trusted Shops Trustmark, the collection of reviews and the display of Trusted Shops services for buyers. The Member must provide information on the integration of the Trustbadge in its privacy notices. The responsibility for securing the legal basis for this as well as for all associated information obligations rests with the Member. Insofar as Member invokes Article 6 (1) (f) GDPR as the legal basis for the data processing, it is responsible for documenting the legal basis and for carrying out the weighing of interests. Insofar as the Member invokes Article 6 (1) (a) GDPR as the legal basis, it is responsible for documenting the legal basis and ensuring that it collects users' consent and can prove such consent. Trusted Shops will inform the Member in case integrating the Trustbadge entails processing activities for which the data subjects' consent must be obtained, e.g. setting cookies.

When retrieving the Trustbadge, anonymous visitor server log files are stored. The data stored in particular includes the anonymised IP address, date and time of the visit, and the referrer. This serves the purpose of ensuring the proper functioning of the website and recording any unusual occurrences. The legal basis for creating and storing the log files is Article 6 (1) (f) GDPR. The Member must provide information about the legal basis; Trusted Shops is responsible for documenting the weighing of interests.

#### 1.2 A/B tests

Trusted Shops occasionally conducts A/B tests to analyse user behaviour in the Member's online presence based on different variants of the widgets. For this purpose, it is necessary to set a cookie or store information in the user's local storage. Trusted Shops will inform the Member in good time before the A/B test is carried out. The Member has the option to object to the A/B test for its online presence. The parties shall agree on an appropriate legal basis before conducting the A/B test. The Member is responsible for informing the user of the legal basis and, if necessary, for obtaining and documenting their consent.

## **2. Offering the Trusted Shops Buyer Protection services**

The processing activities required for offering the Trusted Shops Buyer Protection services partly fall under the joint controllership of Trusted Shops and the Member. These processing activities are described in the Agreement. Trusted Shops and the Member are separately responsible for processing activities related to the Buyer Protection Services that are not listed in this Agreement unless otherwise specified by the nature of the data processing. In such a case, the Agreement must be amended include such processing. Insofar as joint controllership arises from the nature of the processing, it is subject to this agreement.

### **2.1 Recognition of registered Trusted Shops Buyer Protection Service customers**

When integrating the Trustbadge, a hash value of the email address used by a buyer to make a purchase in the Member's shop is transmitted to Trusted Shops after the order has been completed in order to check whether the buyer is already registered for the Trusted Shops Buyer Protection Services. Due to the contractual relationship between the Trusted Shops Buyer Protection Service customer and Trusted Shops, this verification is necessary in order to automatically enable the contractual services for orders placed on third-party websites. The data collected consists of the buyer's order data, and is automatically deleted after verification. Article 6 (1) (f) GDPR constitutes the legal basis for the collection of the order data. The Member must inform data subjects of the legal basis, whereas Trusted Shops is responsible for documenting the weighing of interests. Alternatively, the Member may choose to base the processing on Article 6 (1) (a) GDPR; in this case, the Member is responsible for fulfilling all obligations associated therewith under data protection law.

If the verification process determines that the buyer is already registered for the Buyer Protection Services, the order data necessary for activating the buyer protection for the purchase, i.e. for Trusted Shops fulfilling its contractual obligations under the [contract](#) it has with the buyer, is transmitted to Trusted Shops in accordance with Article 6 (1) (b) GDPR. The Member shall comply with the information obligations under the GDPR (in particular under Article 13 GDPR). Trusted Shops also confirms the conclusion of the buyer protection by displaying the Trustcard in the checkout and sending an automatic email, and provides further information to the data subject.

### **2.2 Initial registration for the Buyer Protection Service by clicking on the Trustcard**

If the verification process described under Section 2.1 determines that the buyer has not yet registered for the Trusted Shops Buyer Protection Service, the buyer has the possibility to do so via the so-called Trustcard which is integrated into the Member's online presence as part of the Trustbadge. By signing up for the Buyer Protection Service, the order data and the email address are transmitted to Trusted Shops for the purpose of setting up the Buyer Protection Account and securing the online purchase. Both the Member and Trusted Shops are joint controllers in terms of this data transmission. The transmission of order data for the purpose of registering for the Buyer Protection Services, i.e. for Trusted Shops fulfilling its contractual obligations under the [contract](#) with the buyer, is based on Article 6 (1) (b) GDPR. Trusted Shops shall comply with the respective information obligations.

## **3. Evaluation invitations, evaluation submission and evaluation profile**

Insofar as the Member uses the Trusted Shops review system within the context of this Agreement, the following provisions apply. The Member shall invariably be responsible for fulfilling the information obligations under Article 13 GDPR.

### **3.1. Collection of email addresses and sending of review invites**

- a) Sending review invites to Trusted Shops Buyer Protection Service customers

Regarding the dispatch of review invites to Trusted Shops Buyer Protection Service customers, Trusted Shops and the Member are joint controllers. Provided that the Member integrates the Trustbadge, it must inform customers that their order data (email address, order number, order time) will be forwarded to Trusted Shops after placing their order for the purpose of receiving review invites. This is the only way to assign the reviews to a particular order. If the buyer is registered for the Trusted Shops services, the legal basis for this data transfer is the fulfilment of Trusted Shops' contractual obligations under its contract with the buyer in accordance with Article 6 (1) (b) GDPR. The review invites are sent on the basis of the contractual relationship between the Trusted Shops Buyer Protection Service customer and Trusted Shops in accordance with Article 6 (1) (b) GDPR. Trusted Shops is responsible for sending out the review invites, whereas the Member may decide on the time of sending.

b) Sending review invites on behalf of the Member

When using the Review Collector or AutoCollection, review invites are sent on behalf of the Member to buyers who are not registered for the Trusted Shops Buyer Protection Services. The Member and Trusted Shops are joint controllers in terms of the respective data processing. The legal basis for the collection of email addresses and the sending of review invites is Article 6 (1) (a) GDPR. Collecting the necessary data for the purpose of sending review invites is the responsibility of the Member who is solely responsible for obtaining the necessary consent from the data subject, and for all other obligations associated herewith. The Member has to particularly inform its customers of the transmission of the necessary order data to Trusted Shops. Insofar as consent is not obtained for such data transmission, the Member must ensure that an appropriate legal basis is provided and document it. Trusted Shops is responsible for sending out the review invites, whereas the Member may decide on the time of sending.

c) Sending review invites using the Trustcard

In case the Member has integrated the Trustbadge but does not offer buyer protection, the buyer may, after checkout, be offered to consent to receiving review invites. If the buyer consents to receiving review invites, Trusted Shops and the Member are joint controllers in terms of sending the review invites. Sending of the review invite and obtaining consent is the responsibility of Trusted Shops, whereas the Member may co-determine the time of sending. Trusted Shops Buyer Protection Service customers receive the review invite even if the Member does not offer Buyer Protection itself. The Member's responsibilities correspond with the ones laid down in Subsection a).

d) The Member sends out review invitations using the Trusted Shops API.

By using the API, the Member sends out review invites using a unique link that is created by Trusted Shops with the help of the order data submitted by the Member. The Member is required to ensure the legal basis for the respective data transfer to Trusted Shops, and is responsible for the fulfilment of all information obligations in this context. Trusted Shops carries out the data processing on the basis of Article 6 (1) (f) GDPR.

e) Use of the Reputation Manager

Insofar as it uses the Trusted Shops Reputation Manager to send review invites that contain links referring to third-party platforms, the Member shall be responsible for fulfilling the required information obligations vis-à-vis data subjects. The provisions of this Agreement, in particular the ones contained in Subsections a) – d) of this section, additionally apply to the dispatch of review invite that is based on them.

### 3.2. Providing the review platform and submitting reviews

Trusted Shops is responsible for operating the review platform (in particular, the Control Centre, feedback forms, review forms or other types of forms) on which a data subject submits his/her review. Collecting and publishing the reviews falls under the joint controllership of Trusted Shops the Member. Trusted Shops is responsible for providing the legal basis for the data processing and for fulfilling all information obligations in this context. This also concerns other processing activities carried out on the platform, such as tracking. As a general rule, Trusted Shops is solely responsible for tracking. Tracking falls under the joint controllership of Trusted Shops and the Member insofar as tracking data is shared with the Member. Trusted Shops is responsible for complying with Article 26 (2) GDPR.

If the Member comments on submitted reviews, or contacts the reviewer in any other way, in particular, via the Trusted Shops systems, the Member is obliged under this Agreement to ensure that there is a legal basis for its actions. Trusted Shops is entitled to delete comments if the data subject concerned requests erasure and / or the Member cannot provide the legal basis.

### **3.3. Blocklisting of email addresses**

As far as a data subject does not wish to receive review invites, he/she has the possibility to withdraw his/her consent vis-à-vis the Member. Such withdrawal of consent only applies to review invites related to the individual Member in question. Therefore, it is also possible for the data subject to unsubscribe from all review invitations by clicking on the unsubscribe link in the footer of the review invite emails, or by sending an email to Trusted Shops. Trusted Shops will then put the data subject's email address on a blocklist so that no more review invites - regardless of the Member to whom they refer - are sent out. Trusted Shops is solely responsible for the blocklist which, however, has an impact on processing activities that are subject to the joint controllership.

## **4. Control Centre**

Trusted Shops provides the Member with various information via the Control Centre that is either personal or based on the processing of personal data. This includes, in particular, the analytics data described in Section 3.2 of this Appendix for the sending and receipt of review invites, the management of submitted review in the form of commenting on reviews or reporting reviews, as well as the configuration options for the sending of review invites and the publication time of reviews.

If the Member wishes to establish links between the Trusted Shops systems and its own systems or systems managed by the Member (in particular, CRM or ticket systems), the Member shall be responsible in this respect for all obligations arising from the GDPR within the scope of its joint controllership with Trusted Shops. In particular, it must ensure that all necessary data protection agreements are in place when it makes use of a third-party provider (e.g., for data processing), and that the necessary conditions for personal data transfers to a third country are met.

## Quality criteria

### 1. Identity and reachability

The true identity of the company is verified. The identity of the shopkeeper is easy to find and presented transparently in the online shop. It is possible to contact the online shop quickly and easily.

### 2. Data protection and security

Information on the use of personal data is provided in a comprehensible manner. The online shop adequately protects customers' personal data against misuse. In particular, the transmission of sensitive payment information (account details, credit card data) and personal data is entirely encrypted.

### 3. Cancellation

Consumers are informed about the right to cancel and any exceptions.

### 4. Product range

The products offered as well as the texts and illustrations do not violate legal provisions or the Trusted Shops elimination criteria for non-certifiable offers.

In the online shop, it is clearly indicated if the offer is directed exclusively at contractors and traders.

### 5. Prices and costs

Transparent prices are quoted for the products offered, including sales tax and other price components for consumers.

The shipping costs for the specific order and any additional services subject to a charge are disclosed at the latest during the order process.

### 6. Delivery

Before the order is placed, transparent and consistent information is provided about the delivery or service times.

### 7. Ordering process

On the order page, the ordered products, their prices, possible subscription periods, the additional shipping costs, and other costs incurred for the order are indicated transparently.

The receipt of the order will be confirmed immediately by e-mail.

The order confirmation will list the goods or services ordered, the total price, the shipping costs and other additional costs.

### 8. Registration for Trusted Shops Buyer Protection

In the online shop, registration for the Trusted Shops Buyer Protection and the Trusted Shops Guarantee is enabled. This protects customers from financial risk in the event of non-delivery/non-performance or failure to receive a refund after returning the goods – regardless of the payment method.

### 9. Quality indicators and monitoring procedure

Trusted Shops derives quality criteria based on data submitted with every secured purchase in every certified shop.

Quality measurement takes place during the entire membership period.

#### 9.1 Reviews of the shopping experience

The experience of customers with the online shop must be rated with at least 3.5 out of 5 stars in the running 30-day average.

#### 9.2 Feedback

At least 95 % of the Buyer Protection and Guarantee enquiries from Trusted Shops must be answered by the online shop within five days.

#### 9.3 Escalation-free orders

At least 95% of orders with activated Trusted Shops Buyer Protection or activated Trusted Shops Guarantee must be escalation-free, so that refund applications for the purchase price due to non-delivery or non-refund after cancellation are not required.

## 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'*

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 un-prompted.
- 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