



General Membership Terms and Conditions

1 Trusted Shops membership

1.1 These General Membership Terms and Conditions ("**Membership Terms**") set out the terms and conditions relating to the Trusted Shops membership, 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 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

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 as specified in the applicable Membership Contract and which is reviewed by Trusted Shops pursuant to section 2.4 ("**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**").

Where agreed with Trusted Shops, the Online Shop may also refer to Trusted Shops Brands: (a) on agreed additional pages of the Online Shop Website; and (b) in brochures and catalogues that refer to the Online Shop's online offerings; subject on each occasion to Trusted Shops' prior written approval and any additional terms and conditions specified by Trusted Shops relating to such use.

2.2 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 section 3 ("**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.

2.3 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 2.4 below. The Licence will continue for an initial period of 12 months ("**Initial Licence Term**"). If the Online Shop requests that the Licence is extended following the Initial Licence Term, Trusted Shops may grant a Licence for a further 12 month period subject to successful completion of a further review of the Online Shop pursuant to section 2.4.

2.4 Reviews

Trusted Shops will conduct the first review of the Online Shop based on the quality criteria (enclosure TS-QAL) as may be amended by Trusted Shops from time to time in accordance with section 2.6 ("**Quality Criteria**"), and using a review protocol which may be issued to the Online Shop on written request. Trusted Shops will conduct any follow-up reviews on an annual basis.

2.5 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 2.6. 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).

2.6 Conditions of use

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

- a) comply with the current version of the Quality Criteria;
- b) offer their internet customers the Trusted Shops Guarantee, based on and subject to the terms and conditions of the Trusted Shops Guarantee Contract;
- c) comply with its obligations in section 5;
- d) refrain from using any self- or third party designed seals of approval, trust symbols, guarantee seals or similar ("**seals of approval**") that compete with the Trusted Shops brands unless such use is approved in writing by Trusted Shops. If Trusted Shops approves the use by the Online Shop of any additional seals of approval: (i) these must be issued by a neutral party based on objective review criteria which impose requirements that exceed applicable legal guidelines; and (ii) the neutral party must conduct audits of the Online Shop on a regular basis; and
- 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.

If and for as long as the Online Shop fails to comply with one or more of the conditions in this section 2.6:

- a) the Licence shall be revoked automatically; and
- b) Trusted Shops may set the seal 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 2.6. 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 2.6 may be charged by Trusted Shops in accordance with its current price list in force from time to time.

Trusted Shops may amend or update the Quality Criteria from time to time, including where necessary to comply with applicable law and regulations. If Trusted Shops amends or updates the Quality Criteria, 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 Quality Criteria within a reasonable period specified by Trusted Shops.

2.7 Misuse of Licence

If the Licence is revoked pursuant to section 2.6 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 2.6 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 2.7 is without prejudice to any other claims that Trusted Shops may have against the Online Shop under the Membership Contract or otherwise.

3 Trusted Shops services

3.1 Allocation of the Trusted Shops online systems

During the term of the Licence as specified in section 2.3, Trusted Shops shall supply and license the Online Shop with an Online System for use by their customers featuring the following functions:



- By clicking on the Trusted Shops seal, Online Shop customers can access information regarding the Online Shop (i.e. company name, company address, legal structure etc.) and assess the the validity of the seal.
- Online Shop customers may apply for the Trusted Shops guarantee online. Use of the Trusted Shops guarantee is optional for Online Shops customers, and the application is offered to the customer at an appropriate point during or directly after the shopping process. The customer shall receive a corresponding online confirmation upon registration.

3.2 Processing of claims and complaints

If any problems occur with respect to a warranted merchandise purchase (e.g. a failure by the Online Shop to deliver merchandise) the customer can contact Trusted Shops directly online. Trusted Shops shall then process the complaint as appropriate in accordance with its complaint handling procedures.

3.3 Marketing, PR and support services

Trusted Shops will provide any additional agreed marketing, public relations and/or support services in accordance with Trusted Shops' standard services documentation and the Membership Contract.

4 Fees and terms of payment; direct debit authority

The amount of the membership fee payable by the Online Shop to Trusted Shops will depend on:

- a) the additional services (if any) to be provided by Trusted Shops pursuant to section 3.3 (if applicable); and
- b) 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.

The variable premium for the Trusted Shops guarantee will also be added to and included in the general membership fee.

4.1 Due dates for payment

The set up fee specified in the Membership Contract 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, on successful completion of the initial review pursuant to section 2.4; 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.

4.2 Rebates

Without limiting section 5.2, any rebate granted to the Online Shop for its use of an online shop system that has been pre-certified 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.

4.3 Product cost analysis

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) re-calculate the membership fee payable by the Online Shop for the applicable year of the Membership Contract in accordance with its standard price bands ("**Re-calculated Membership Fee**");
- b) require that the Online Shop pay an amount representing the difference between the Re-calculated Membership Fee and the membership fee actually paid by the Online Shop for the applicable year of the Membership Contract; and
- c) apply the Re-calculated 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.

4.4 Membership fee increases

If payroll costs, material costs or market related acquisition costs rise after the first 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.

4.5 Excellence Integration

Using the Excellence Integration, the Online Shop shall offer the "Buyer protection" service prior to purchasing, whereby the costs for this buyer protection may be passed on to the customer.

The costs of the buyer protection service are scaled depending on the amount of cover:

Buyer protection	Price (VAT included)
up to 500 €	0,98 €
up to 1.500 €	2,94 €
up to 2.500 €	4,90 €
up to 5.000 €	09,80 €
up to 10.000 €	19,60 €
up to 20.000 €	39,20 €

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 e-mail following the placement of an order by the customer and shall also deal with collection. TS shall provide the Online Shop with the texts for the registration page and confirmation e-mail. The Online Shop shall use these texts only.

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):

Refund Application Ratio (RAR)	Commission rate
> 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 every claim as defined in the guarantee bond (TS-GBO) 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 to the end of each accounting month, less the commission owed pursuant to the list above.

4.6 Interest

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.

4.7 Default of payment

Without limiting its rights under these Membership Terms or otherwise, Trusted Shops may, in its discretion, block the seal 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. This section 4.7 will not affect the rights of customers under existing Trusted Shops guarantees.

5 Obligations of Online Shops

5.1 Implementation of Quality Criteria

The Online Shop must:

- (a) within three months of commencement of the Membership Contract, implement the technical requirements needed to use the Online System; and
- (b) adapt its business practices to meet the Quality Criteria 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 Quality Criteria 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 2.6 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 2.6 may be charged by Trusted Shops in accordance with its current price list in force from time to time.

5.2 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 2.3. 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.

5.3 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 in writing or via email as appropriate. 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.

If the Online Shop breaches its obligation in this section 5.3, Trusted Shops may impose a general processing fee in the amount of GBP 25.00 per damage claim or complaint.

6 Liability

- 6.1 Reviews by Trusted Shops pursuant to section 2.4 are based on the Quality Criteria 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 Quality Criteria 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.
- 6.2 Trusted Shops warrants that any services provided under section 3.3 will be provided with reasonable skill and care and using appropriately qualified and skilled personnel.
- 6.3 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.
- 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 Contract; 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 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.

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

8 Term of Membership Contract, Membership Contract extension and termination

- 8.1 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.
- 8.2 Either party may terminate the Membership Contract with immediate effect by notice in writing if:
- 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
 - the other party suffers an Insolvency Event. For the purposes of this section 8.2(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 chargeholder, 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.

- 8.3 Without limiting its rights in section 8.2, Trusted Shops may terminate the Membership Contract with immediate effect by notice in writing if the Online Shop:
- fails to comply with a notice given under section 2.7;
 - reports its estimated or actual turnover untruthfully; or
 - is in arrears of two consecutive monthly payments due under these Membership Terms (in the case of payments due pursuant to section 4.1(b)) or has defaulted in its payment of the annual membership fee payable pursuant to section 4.1(a) and has not paid it within 15 days of being asked to do so by Trusted Shops.

9 Contract amendments

Trusted Shops may amend these Membership Terms (TS-GTM) 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.

10 General

- 10.1 Any notices given or required under the Membership Contract must be made in writing.
- 10.2 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.
- 10.3 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.
- 10.4 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.