

General Membership Terms and Conditions

§ 1 Trusted Shops membership

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

§ 2 Use of Trusted Shops Brands

2.1 Licence

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

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

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

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

2.3 Intellectual property rights

Trusted Shops owns all intellectual property rights (including copyright, patent rights, trade marks, design rights, rights in or relating to databases and rights in or relating to confidential information) in the Trusted Shops Brands, the online system licensed in the Specification of Services ("**Online System**") and anything else supplied or licensed to the Online Shop under the scope of these Membership Terms.

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

2.4 Term of Licence

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

2.5 Reviews

As far as this service is included in the applicable Membership Package, Trusted Shops will conduct reviews of the Online Shop based on the quality criteria (enclosure TS-QAL).

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

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

2.6 Audit Rights

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

The Online Shop shall provide all relevant information reasonably requested by Trusted Shops for this purpose at the Online Shop's expense.

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

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

2.7 Conditions of use

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

- comply with the current version of the Quality Criteria;
- offer their internet customers the Trusted Shops Guarantee, based on and subject to the terms and conditions of the Trusted Shops Guarantee Contract;
- comply with its obligations in section 6.2;
- 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.
- 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.
- refrain from using, including or omitting any information or otherwise doing anything which may constitute a breach of the Consumer Protection from Unfair Trading Regulations 2008.

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

- the Licence shall be revoked automatically; in such case, Trusted Shops shall demand by written notice that the Online Shop either complies with the conditions in section 2.7.1 within a specified period of time or remove the Trusted Shops Brands and all references to Trusted Shops from its Online Shop Website; and
- if the Online Shop still fails to comply with the conditions in this section 2.7.1 after the expiry of the notice, Trusted Shops may set the 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 2.7.2. If Trusted Shops is satisfied that the Online Shop has remedied the breach to Trusted Shops' satisfaction, the Licence will again become valid and the "blocked" status will be removed. Any costs incurred by Trusted Shops as a result of any reviews due to the failure of Online Shops to meet the conditions in section 2.7.1 may be charged by Trusted Shops in accordance with its current Price List in force from time to time.

2.7.3 Trusted Shops may amend or update the 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.

§ 3 Trusted Shops services

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

§ 4 Fees and terms of payment

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

4.3 Due dates for payment

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

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

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

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

4.4 Reverse-Charge

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

4.5 Rebates

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

4.6 Product cost analysis

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

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

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

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

4.7 Default of payment

Without limiting its rights under these Membership Terms or otherwise, Trusted Shops may, in its discretion, block the 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 for more than 30 days, provided that a reminder notice has been sent to the Online Shop before. This section 4.7 will not affect the rights of customers under existing Trusted Shops guarantees.

4.8 Membership fee increases

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

§ 5 Excellence Integration

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

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

5.2 Costs of the Buyer Protection

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

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

5.3 Commission

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

§ 6 Obligations of Online Shops

6.1 Implementation of technical requirements

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

6.2 Obligations with regard to the use of trademarks

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

- 6.2.1 The Online Shop must adapt its business practices to meet the 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 2.7 are satisfied. Any costs incurred by Trusted Shops as a result of such additional reviews due to the failure of Online Shops to meet the conditions in section 2.7 may be charged by Trusted Shops in accordance with its current Price List in force from time to time.

6.2.2 Revision of Online Shop Website

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

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

6.2.3 Processing of claims and complaints

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

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

6.3 Third party supply arrangements

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

6.4 Use of the Rating System

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

- 6.4.2 If from the online shop's perspective the customer review breaches the terms and conditions of use of the Trusted Shops Rating Systems (TS-RS_EN) (e.g. objectionably untruthful or grossly inappropriate customer reviews), it can apply for a submitted evaluation to be deactivated

("Veto"). Trusted Shops will then manually check the corresponding evaluation and may deactivate it if it considers it appropriate to do so in its sole discretion. Trusted Shops will base its decision on various factors, including:

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

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

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

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

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

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

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

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

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

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

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

§ 7 Misuse of Licence

7.1 If the Licence is revoked pursuant to section 2.7.2 but the Online Shop continues to use one or more Trusted Shops Brands and/or materials licensed in section 2.1, Trusted Shops may demand, at its sole discretion and by written notice, that the Online Shop either complies with the conditions in section 2.6 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 7.1 is without prejudice to any other claims that Trusted Shops may have against the Online Shop under the Membership Contract or otherwise.

7.2 Unauthorised use of the rating systems

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

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

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

§ 8 Exclusions and liability

8.1 Reviews by Trusted Shops pursuant to section 2.4 are based on the 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.

8.2 The Online Shop acknowledges that there may be delays or failures relating to the operation of or access to the Online Systems due to technical difficulties that are outside of Trusted Shops' reasonable control, and that Trusted Shops does not warrant or represent that the Online Systems will be accessible, available and error-free at all times.

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

8.4 Apart from the terms set out in the Membership Contract, and to the fullest extent permitted by law, no other warranties, conditions or other terms shall apply to the supply of Trusted Shops Brands, the Online System or membership services set out in the Membership Contract (whether express or implied), including any implied warranties, conditions or terms relating to satisfactory quality, merchantability or fitness for any particular purpose.

8.5 Neither party's liability: (a) for death or personal injury resulting from its negligence or that of its employees or agents; (b) under Part I of the Consumer Protection Act 1987; (c) for fraudulent misrepresentation or for any other fraudulent or dishonest act or omission; or (d) to pay any sums properly due and payable to the other party under the Membership Contract; is excluded or limited by these Membership Terms, even if any other term would otherwise suggest that this might be the case.

8.6 Other than as set out in section 8.5, Trusted Shops shall not be liable (whether for breach of contract, negligence or for any other reason) for any of the following: (a) loss of profits; (b) loss of revenue; (c) loss of sales; (d) loss of opportunity; (e) loss of goodwill or reputation; or (f) any indirect, consequential or special loss.

8.7 Subject to sections 8.5 and 8.6, Trusted Shop's total aggregate liability for all claims arising from or in relation to any given event or series of connected events under the Membership Contract (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited: (a) to an amount equal to 125% of the total amounts paid or payable by the Online Shop under the Membership Contract in the 12 months preceding the month in which the event (or first in a series of connected events) occurred; or (b) if the amount referred to in (a) cannot be calculated accurately at the time the relevant liability is to be assessed, or if it is less than £5,000, to £5,000; whichever is greater.

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

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

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

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

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

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

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

§ 10 Liquidated damages

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

§ 11 Contract amendments

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

§ 12 General

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

Quality Criteria

1. Supplier identification

- 1.1 The supplier must provide in a clear and comprehensible manner certain information identifying the supplier in a 'supplier identification' section on the website. It must be prominent, easily, directly and permanently accessible in characters that can be read with the naked eye.
- 1.2 Supplier identification must include the following details:
- 1.2.1 the name and legal status of the supplier;
- 1.2.2 the geographical address at which the service provider is established (street, postcode, location);
- 1.2.3 contact details (including e-mail address and phone number) for customer enquiries (i.e. customer service information);
- 1.2.4 if the supplier is a company or other corporate body, its registered office, the part of the UK in which the company is registered and its company registration number;
- 1.2.5 if applicable, the supplier's VAT number;
- 1.2.6 if applicable, the details of any professional body or similar institution with which the supplier is registered, the professional title and the Member State where that title has been granted as well as a reference to the professional rules applicable to the supplier;
- 1.2.7 details of any relevant supervisory scheme relating to the provision of the service; and
- 1.3 If the supplier itself is not a contractual partner of the customer with regard to deliveries or services, but rather only an agent that facilitates the conclusion of purchase or service contracts with the respective service providers, it must also ensure that each service provider fulfils the following criteria.

2. Privacy and data security

- 2.1. The supplier must at all times be registered in accordance with the requirements of the Data Protection Act 1998.
- 2.2. The supplier must comply with the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.
- 2.3. For the purpose of privacy and data security, the supplier acknowledges that a customer is any legal person who accesses a supplier's website.
- 2.4. The supplier must provide information about the use of data in the form of a privacy policy, which must be made available as a link on all web pages, or at least on those web pages that are used to collect data. The link must be clearly recognisable as a link to the privacy policy.
- 2.5 The privacy policy must contain – as a minimum - the following information:
- 2.5.1 a statement that the supplier is a data controller which processes all data in accordance with the Data Protection Act 1998 together with the supplier's registration number;
- 2.5.2 information on how customer data is used, in particular on how customer data is used for purposes other than fulfilling the contract with the customer (e.g. for advertising purposes);
- 2.5.3 if the supplier performs a credit assessment of the customer or a scoring procedure, the customer must be informed about this and of any possibility that a record of a credit search may be held on the customer's credit file;
- 2.5.4 if data is sold or passed to third parties for purposes other than fulfilling the contract with the customer, the receiver of the data as well as the reason for the transfer must be specified;
- 2.5.5 information about cookies which are saved after the expiration of the browser session, if applicable; and
- 2.5.6 information on the processing of enquiries about data protection.

- 2.6 The supplier may collect, process, and use the personal data of customers without the customers' express consent only if this is necessary for fulfilling the customers' contracts with the supplier.
- 2.7 The amount of personal data a customer is required to provide must be proportionate and reasonable, although a customer may optionally give more data and may agree to a wider use of their data. The distinction between mandatory and optional data must be made clearly identifiable to the customer.
- 2.8 The following applies to the customer's consent:
- 2.8.1 the consent must be expressed before a binding order and at any stage when personal information from the customer is collected by way of an unequivocal and positive action of the customer (opt-in); and
- 2.8.2 the customer must be informed in the privacy policy about the right to revoke their consent at any time in the future.
- 2.9 Notwithstanding paragraph 2.8 above, the supplier may also conduct email advertising without the customer's consent, if it is referred to in the privacy policy and:
- 2.9.1 the supplier has received the email address from the customer in connection with the sale of goods or services;
- 2.9.2 the e-mail address is used only for the advertisement of the supplier's own goods or services of this type;
- 2.9.3 the customer does not object to the use of their email address for marketing and advertising purposes at the point their details are requested (e.g. by opting out); and
- 2.9.4 the customer is informed in the privacy policy and in each subsequent advertising/ marketing email communication sent to them by the supplier about their right to opt out of receiving direct advertising / marketing emails and that the customer is provided with a method for doing so (e.g. a link to an unsubscribe email contained in the advertising email).
- 2.10 The supplier must provide customers with information about the data that has been stored about them (including its scope, purposes and other recipients) at their request. The supplier must also, delete, correct or cease processing of customers' data at their request.
- 2.11 The supplier must ensure that written agreements are in place with all third parties who process personal data and that such agreements require the third parties to:
- 2.11.1 do only what the supplier instructs it to do with the personal data; and
- 2.11.2 maintain appropriate security measures in place with respect to the personal data.
- 2.12 The supplier undertakes to implement suitable IT security measures, including, in particular, encryption technology, precautionary measures against the access of unauthorised third parties and secure servers in order to protect the privacy of the customer and prevent misuse of the customer's data. The electronic transfer of payment details must always be carried out via an industry-standard encrypted connection.
- 3. Product description, sales and marketing limitations**
- 3.1 Before accepting an order, the supplier must provide the customer with clear information on the goods and/or services offered for sale on the website (including a description of the main characteristics of the goods and/or services).
- 3.2 The sale of the goods or services must be strictly lawful, i.e.
- 3.2.1 the supplier may only offer such goods and services as have been clearly approved for sale over the internet (as determined by Trusted Shops in its reasonable opinion);
- 3.2.2 the presentation and content of all website con-

tent (including text, video and images) must strictly comply with all applicable laws, regulations and codes of practice, and the supplier must not omit any material information from the website. Such compliance shall be determined by Trusted Shops in its reasonable opinion; and

- 3.2.3 if the supplier sells any goods which may not be sold to customers younger than any specified age, it shall apply an appropriate age control mechanism when such goods are purchased and shall not, to its knowledge, deliver goods to persons under age or provide in appropriate content to minors. Trusted Shops may determine whether an age control mechanism is appropriate in its reasonable opinion.

4. Price transparency, shipping costs and additional expenses

- 4.1 Prior to and in good time before the conclusion of any contract, the supplier must provide its customers with easily visible prices and state whether or not VAT is applicable (or any other taxes). If no exact price quotation is possible, then the supplier shall specify the basis for calculation, which would allow customers to check the price for themselves. If more than one item is ordered, the website ordering system shall always allow the customer to control the types and quantity of the selected items.
- 4.2 Prior to the beginning of the ordering process, the supplier must point out to the customer whether the prices include or exclude VAT and other price elements as well as whether additional shipping costs will apply.
- 4.3 Details of shipping costs must contain the delivery and shipping costs for all countries that are supplied by the supplier, or the details for the calculation of these costs, so that the customers themselves can easily calculate the amount.
- 4.4 Prior to the beginning of the ordering process, the supplier must provide information about any cash on delivery charges or other additional expenses (e.g. charges related to the payment method), which have to be paid to the supplier or to third parties (e.g. collection charges for cash on delivery).
- 4.5 During the ordering process (e.g. in a shopping cart system), the supplier must explicitly specify all shipping and additional costs or noticeably refer to an appropriate source of such information. This information must be shown before order confirmation.
- 4.6 The supplier must provide its customers with general information about customs duties, if applicable.
- 4.7 The supplier must clearly point out any additional connectivity costs (including premium rate telephone charges), which exceed the usual basic rates that the customer would normally expect as well as provide a warning about potentially higher costs for calls from mobile networks.
- 5. Delivery information, availability and customer service**
- 5.1 The supplier must inform its consumers about any regional delivery restrictions.
- 5.2 Each product web page of the online shop must specify the availability and the prospective dispatch and delivery time for the applicable product, unless this product can be delivered immediately.
- 5.3 In good time before the contract is concluded, the supplier must provide details of its arrangements applying delivery or performance of the goods and services (for example, when consumers can expect delivery of the goods or services).
- 5.4 The supplier must always respond to customer enquiries and complaints within an appropriate timeframe.
- 6. Payment**
- 6.1 Before the start of the ordering process, the supplier must inform the customer about:
- 6.1.1 the available payment methods; and

6.1.2 the payment process.

6.2 The supplier must offer the Trusted Shops guarantee to all its customers in order to give the customer the possibility of insuring all payments made.

7. Right to cancel and compensation of the purchase price

7.1 The supplier must offer or refer to a right to cancel based on the applicable legal regulations and the following criteria.

7.2 The consumer must be informed about the existence of the right to cancel during the 'cooling off' period in good time prior to the conclusion of a contract.

7.3 Before concluding the order, the consumer must be informed about legally authorised exemptions to the right to cancel.

7.4 The cancellation policy must contain details about the right to cancel during the 'cooling off' period, including, in particular:

7.4.1 when the cooling off period begins;

7.4.2 the duration of the right to cancel;

7.4.3 information that no reason is required to cancel;

7.4.4 an indication that the right to cancel may be exercised in writing or in another durable medium;

7.4.5 the essential legal consequences that result from exercising the right to cancel; and

7.4.6 if applicable, information regarding who pays for the return of the goods.

7.5 The supplier may not refuse the acceptance of any return shipment with freight charges to be collected, unless the supplier has assigned the cost of return to the consumer in the website terms and conditions.

7.6 The right to cancel must not be restricted by placing onerous or unfair conditions on the consumer. In particular, any arrangements that stipulate the following for the consumer shall be considered unacceptable:

7.6.1 any provision that impose the risk of losses or damages with regard to return transportation on the consumer;

7.6.2 any stipulation that the consumer must return the goods in their original packaging;

7.6.3 the requirement for the consumer to pay any administration or penalty fees for exercising the right to cancel.

7.7 If the consumer exercises the right to cancel and returns the goods the purchase price must be refunded as soon as possible and in any event within 30 days from which notice of cancellation was given.

7.8 The supplier must offer the Trusted Shops guarantee to all its customers in order to insure all reimbursements to the customer.

8. General terms and conditions

8.1 The website terms and conditions ("**Terms**") must be provided from a link on every page of the website including the home page. In addition, the Terms must be referred to by way of a link and an empty tick box located at the ordering page and structured in a technical way that requires the customer to accept the Terms before any order can be submitted.

8.2 Appropriate outlines, structure, colours and text size must be selected to ensure visibility and comprehensibility at all times.

8.3 The Terms must be easy to understand and be made available in the language of the customer to whom the offer is being made.

8.4 The consumer must be able to store and reproduce the Terms in an easy viewable format, preferably by allowing the customer to download and print electronic copies (e.g. HTML, PDF).

8.5 The Terms may not contain a clause which would encumber the consumer with the risk of loss or damage with regard to return transportation

9. Conclusion of the contract

9.1 Before the placement of any order, the following information must be provided to the potential customer in a clear, comprehensible and unambiguous manner:

9.1.1 a description of the individual technical steps needed to conclude the contract (so that they are made aware of the process in which they are involved and the point of the process at which they will commit themselves);

9.1.2 confirmation as to whether or not the concluded contract will be filed by the supplier and whether it will be accessible by the customer;

9.1.3 a description of the technical means to correct the information in the order forms before submitting a binding order. The supplier must explain the possibilities for correction in the course of the ordering process; and

9.1.4 the available language(s) for contract conclusion.

10. Confirmation e-mail

10.1 The supplier must immediately confirm the receipt of an order by sending an email to the customer.

10.2 The e-mail message for order receipt or order confirmation from the supplier must at least contain the following details:

10.2.1 the complete supplier identification;

10.2.2 the description of the main characteristics of goods and services;

10.2.3 the unit prices and the total price of the ordered goods or services, including taxes, shipping and delivery costs and additional expenses (if applicable);

10.2.4 the chosen payment method and any arrangements applying to payment;

10.2.5 information about when and how to exercise the right to cancel, including: (a) in the case of goods, whether the supplier requires goods to be returned by the consumer and, if so, who pays for their return; (b) in the case of services: clarification that the consumer will have no right to cancel if s/he agrees to a service starting before the end of the statutory cooling off period.

10.3 The supplier identification information and information on the right to cancel must be clearly highlighted if they are inserted in the Terms.

10.4 All further information that is required by UK laws concerning distance selling must be provided to the consumer as text (e.g. per e-mail or in paper form) before the fulfilment of the contract if this information has not been provided earlier in the order receipt or confirmation e-mail.

11. General

All information provided on the supplier's website must be provided in a clear, intelligible, easily accessible and unambiguous manner. The supplier must supply all material information required in order to ensure that consumers get from suppliers, in a clear and timely manner, the information they need to make informed decisions relating to goods and/or services.

General Terms and Conditions of Trusted Shops Guarantee

§ 1 Objectives of Trusted Shops Guarantee

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

§ 2 Scope of Assumption of Liability

1. The online store requests an appropriate guarantee amount, based on its estimated online turnover per fiscal year. Upon credit assessment, the warranties based on fixed value dates are credited depending on the acknowledged guarantee amount.
2. Atradius shall be entitled to limit or void the guarantee amount in the future in the following circumstances: elevation of risk, information that implies a decline in solvency of the online shop or any other justifiable reasons. Upon completion of this contract, the online shop is assigned to the guarantee amount as termed in Trusted Shops guarantee agreement, until further notice. As soon as online sales reach 70% of the acknowledged guarantee amount, Trusted Shops will attempt to adjust the guarantee amount adequately in collaboration with Atradius. This may be dependent on a new credit assessment of the online store in accordance with § 3.
3. By means of this Trusted Shops guarantee, Atradius ensures refund of the client's advance payments in cases stated in the guarantee (attachment TS-GBO).
4. If the online customer fails to meet a deadline at now fault of their own, Atradius may consider the deadline as adhered to.

§ 3 Requirements for Assumption of Liability

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

§ 4 Conduct of Coverage Mandates

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

1. The online store

- a) is entitled to offer its customers protection of their online commercial activities on their website, as long as the requirements for assumption of liability by Atradius are met;
- b) commits to abide by the terms of use as stated in the general membership conditions in § 2 par. 5 for the duration of this contract;

2. Atradius

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

§ 5 Utilisation

1. The online store

- a) shall take all measures necessary to avoid a case of damage, according to the diligence of a proper merchant;
- b) shall provide appropriate proof of delivery in the case of demands made on Atradius within 5 business days; shall provide information upon delivery of merchandise, whether the

delivered object of purchase was returned within contractually agreed terms;

- c) in the case of a claim, the online store shall provide all documents and information necessary to process the liability of Atradius, especially specific proof of delivery dates, receipts of delivery and reimbursements, as well as detailed evidence on traces of use or other circumstances that may cause depreciation or deductions.

2. Atradius

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

§ 6 Agreement on Recourse claims

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

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

Based on handling processes Trusted Shops may settle payments. In such cases, they may be considered payments made by Atradius to the online store. Trusted Shops GmbH shall be entitled to claim the right of recourse for Atradius.

§ 7 Premium

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

§ 8 Agents

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

§ 9 Termination of Contract

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

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

§ 10 Liability of Atradius

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

§ 11 Final Provisions

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

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



TRUSTED SHOPS®
The safe way to web shopping

I. Services

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

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

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

II. Prerequisites

1st Conclusion of the Trusted Shops Guarantee

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

2nd Benefit cases

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

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

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

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

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

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

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

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

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

you have a right to claim reimbursement of the travel costs in the event that the online travel agent fails to provide you with the

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

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

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

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

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

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

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

III. Notice of loss and proof

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

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

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

transfers via electronic data communication (downloads), the performance of the service is assumed upon the completion of the electronic data transfer, unless proven otherwise.

IV. Mitigation of loss and assignment of claims

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

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

V. Right to cancel for consumers

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

Right to cancel

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

Cancellation notification should be sent to:

Trusted Shops GmbH
Subbelrather Straße 15c
50823 Cologne

Consequences of cancellation

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

End of information on the right to cancel.

VI. Final provisions

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

The official contract language is English.

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

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

- Atradius Kreditversicherung, Niederlassung der Atradius Credit Insurance N.V., Opladener Straße 14, 50679 Cologne, General Representative: Dr. Thomas Langen, Local Court Cologne HRB 53815, Main business: credit insurance

- TCRe Germany, Niederlassung der TRADE CREDIT Re Insurance Company S.A., Spichernstraße 6a, 50672 Cologne, General Representative: Robert Brixius, Local Court Cologne HRB 62129, Main business: credit insurance

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

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

*** 7 working days applies to consumers based in Austria, Bulgaria, France, Ireland, Lithuania, Luxembourg, the Netherlands, Slovakia, Spain and the United Kingdom; 8 working days: Hungary; 10 days: Poland; 10 working days: Greece, Italy and Romania; 14 days: Belgium, Cyprus, the Czech Republic, Denmark, Estonia, Finland, Germany, Portugal, Sweden, Latvia; 15 days: Malta and Slovenia. There is currently no right to withdrawal for distance selling for citizens of Switzerland.



Trusted Shops price list

1. Membership packages

Online turnover p.a.	PRO package monthly	PREMIUM package monthly	ENTERPRISE package monthly
up to £50,000	£49	£89	£129
up to £100,000	£69	£109	£149
up to £200,000	£109	£139	£189
up to £300,000	£129	£169	£209
up to £500,000	£179	£209	£259
up to £750,000	£219	£259	£299
up to £1,000,000	£269	£299	£339
up to £1,500,000	£319	£359	£399
more than £1,500,000	prices on request		

Monthly fee, payable in advance excl. VAT. Incl. membership fee and insurance premium. Minimum contract duration 1 year (automatically renewed until notice of cancellation given)

2. Membership packages with pre-certified shop solutions*

Online turnover p.a.	PRO package monthly	PREMIUM package monthly	ENTERPRISE package monthly
up to £50,000	£39	£79	£119
up to £100,000	£59	£99	£139
up to £200,000	£99	£129	£179
up to £300,000	£119	£159	£199
up to £500,000	£169	£199	£249
up to £750,000	£209	£249	£289
up to £1,000,000	£259	£289	£329
up to £1,500,000	£309	£349	£389
more than £1,500,000	prices on request		

Monthly fee, payable in advance excl. VAT. Incl. membership fee and insurance premium. Minimum contract duration 1 year (automatically renewed until notice of cancellation given)

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

3. Further membership costs

3.1 One-off application fee £79
The one-off application fee is not applicable for the START package.

3.2 Processing fee (per claim) £25

3.3 Cost of additional audit report in case of insufficient implementation of the first audit report £50

4. Costs of Buyer Protection service (Excellence Integration)

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

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

Buyer Protection	Period of coverage	Price *
up to £500	30 days	£0.98
up to £1,500	30 days	£2.94
up to £2,500	30 days	£4.90
up to £5,000	30 days	£9.80
up to £10,000	30 days	£19.60
up to £20,000	30 days	£39.20
more than £20,000	prices on request	

* VAT included

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



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

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

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

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

6. Additional services to the membership packages

6.1 Express audit	accelerated audit of all quality criteria in max. 3 work days (subject to appraisal of creditworthiness)	£200
6.2 Change of shop ownership	assignment and acceptance of existing contract (shop is untouched, e.g. terms and conditions etc.)	£90
6.3 Change of shop solution	reaudit due to change of shop solution	£200
6.4 Reaudit	reaudit due to significant modifications to the online shop with regard to the Trusted Shops quality criteria	£200
6.5 Premium support package	premium support provided by our certification and legal department (max. 2 hours by phone); additional audit report with individualised, explanatory notes by the legal department	£400

7. Single services

	PRO package	PREMIUM package	ENTERPRISE package
7.1 Certificate for additional shop			
additional audit report, certificate and shop profile with logo, description and link	£39 / month	£59 / month	£59 / month
7.2 Certificate for additional language			
certification of the given shop in an additional language (German, French or Polish)	£39 / month	£59 / month	£59 / month

8. Upgrades

	PRO package	PREMIUM package	ENTERPRISE package
8.1 Trusted Shops Seller Rating upgrade			
Upgrade to the fully functional Seller Rating system	£39 / month	Included	Included