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## Terms of use for the Trusted Shops buyer rating system

### § 1 Subject of the contract and conclusion of the contract

- 1.1 The following regulates the provision of the Trusted Shops buyer rating system by Trusted Shops GmbH (hereafter referred to as "Trusted Shops") and the duties of the users of this system (hereafter referred to as "Online Shop") (hereafter jointly referred to as "Parties"). These conditions apply exclusively to company owners in the sense of § 14 of the German Civil Code.
- 1.2 The Online Shop applies for the use of the buyer rating system through the online ordering form and at the same time declares that it is acting in the pursuance of a commercial or independent professional activity.
- 1.3 Trusted Shops will then send an email with a confirmation link to the Online Shop at the email address provided by the Online Shop on the order form, unless the Online Shop has already entered into a Trusted Shops membership contract and places a binding order for the use of the buyer rating system as an upgrade in the login area. The order of the Online Shop becomes binding with a click on this link.
- 1.4 The contract period starts when Trusted Shops accepts the order of the Online Shop per email.

### § 2 Services by Trusted Shops

#### 2.1 Buyer rating system

During the contract period, Trusted Shops makes an online system available to the Online Shop in the agreed-on language that covers the following functions:

- Customers of the Online Shop have the possibility of evaluating the Online Shop based on four specified criteria (website, delivery, product, customer service) by using a form provided by Trusted Shops (hereafter referred to as "Evaluation"). Rating stars can be assigned for every criterion on a scale from 1 to 5 where 5 stars correspond to the best rating. If several of these evaluations are submitted by the same email address, the most recently submitted evaluation will always be the significant one for the evaluation profile.
- If the Online Shop has entered into a Trusted Shops membership contract and if the customer at the same time has ordered the buyer protection insurance for a transaction ("money-back guarantee"), the customer of the online shop can also evaluate the reliability of every single insured order on an evaluation scale of positive, negative, or neutral.
- Every evaluation can also be supplemented by a brief comment.

#### 2.2 Evaluation profile

All of the evaluations are combined to form an evaluation profile that consists of the evaluation comments and a summary of the submitted evaluations.

- If available, the reliability evaluations will also be represented in the form of a 5-star evaluation scale.

- All of the evaluation criteria will form a total evaluation in which the individual criteria are integrated and weighted according to the amount of the submitted evaluations. The evaluation profile shows how many stars were achieved in a weighted average on the 5-star evaluation scale.

- When an Online Shop has received 60 or more evaluations, additionally an average rating is formed according to the following measures:

5-star scale	Total rating
5 to 4.5	Very good
< 4.5 to 3.5	Good
< 3.5 to 2.5	Satisfactory
< 2.5 to 1.5	Adequate
< 1.5 to 0	Inadequate

- The evaluations and the evaluation profile are stored permanently and can be viewed by the Online Shop and employees of Trusted Shops in a protected area of the online system.
- If the Online Shop has booked the fee-required option "Show evaluations in the Shop" (included e.g. in the "Pro" product package), it can integrate a summary of the evaluation profile (average rating and where applicable the last comment) as designed according to specifications by Trusted Shops into its own online presence in the form of a widget. By clicking on this widget, the customer will access the display of the detailed evaluation profile stored at Trusted Shops (average rating, individual ratings, number of evaluations and comments).

The exact scope of services of the individual product, especially limitations of the free test version and support services requiring additional fees can be found in the respective, agreed-on service descriptions.

#### 2.3 Validity of the evaluations

Trusted Shops checks the validity of the submitted evaluations. For this purpose, the customer of the Online Shop has to confirm the shop evaluations by clicking on a hyperlink, which Trusted Shops sends to the customer at his or her email address. Unconfirmed evaluations will automatically be deleted after 10 days. Confirmed evaluations will receive the "valid" status. Reliability evaluations that are made in the scope of a registration for the Trusted Shops buyer protection ("money-back guarantee") automatically receive the "valid" status.

#### 2.4 Trustworthiness of evaluations

Valid evaluations are checked for their trustworthiness by Trusted Shops. An evaluation is trustworthy if it comes from a customer of the Online Shop and can be proven to be attributable to an order. If the verification determines that this is a trustworthy evaluation, the evaluation will be automatically integrated into the evaluation profile after 7 days have passed.

If the evaluation cannot be rated as being trustworthy by Trusted Shops, the Online Shop will receive the opportunity to check the trustworthiness of the evaluation. If the Online Shop does not rate the evaluation as trustworthy within 30 days or does not provide a corresponding rating within 30 days of the submission of the evaluation, the evaluation will not be integrated into the evaluation profile

and instead will only be visible to Trusted Shops and the Online Shop in the protected area of the online system.

#### 2.5 Commenting and deactivation of evaluations

Evaluations that have been submitted by the customers can no longer be changed by the Online Shop.

However, the Online Shop has the opportunity to provide a comment about a received evaluation.

If the evaluation is objectively false or broadly irrelevant from the perspective of the Online Shop, it can "veto" a received evaluation and thereby apply for a deactivation. Then Trusted Shops will manually check the corresponding evaluation and if necessary deactivate it according to its own judgment. Trusted Shops bases this on various experience values, especially:

- the percentage quota of the evaluations that the Online Shop has rated as not trustworthy,
- the contents of the evaluation comments e.g. insulting, racist, etc.),
- Experiences with the processing of transactions that are insured by the Trusted Shops buyer protection if the Online Shop is utilizing these services at the same time.

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

### § 3 Prices and payment conditions; direct debit authorization

- 3.1 The product variant "Start" with a restricted functionality can be used free of charge for up to 12 months. If fee-required variants are used, the Online Shop will pay the agreed-on usage fee in advance at the beginning of each month unless an annual payment has been agreed on.

**3.2 With the conclusion of the contract the Online Shop gives the revocable authorisation to Trusted Shops to collect the payment owing to Trusted Shops by means of a direct withdrawal from the specified account when the payment becomes due, unless agreed otherwise. If the account is not covered for the required amount, the credit institute where the account is located is not obligated to redemption. Partial redemptions are not covered in the direct withdrawal process.**

- 3.3 For each **charge back**, Trusted Shops can claim a flat fee for the processing and bank fees in the amount of **20 EUR**. The Online Shop is permitted to prove that the damage did not occur or that the resulting claim for damages is lower than the flat fee.

- 3.4 If there is a delay in payment, Trusted Shops can charge default interest in the amount of eight percent above the correspondingly valid basic interest rate of the ECB.

- 3.5 Trusted Shops reserves the right to block the evaluation profile and not render services if the Online Shop is defaulting on the payment of due fees.

### § 4 Duties of the Online Shop

- 4.1 The Online Shop may not make fraudulent use of the buyer rating system, especially not



by using positive evaluations that have been self-created or created per an order to generate the inaccurate impression that the quality of the Online Shop is particularly good, and it may also not work towards preventing accurate negative customer evaluations from being integrated into the evaluation system.

- 4.2 The Online Shop will refrain from any activities that are directed towards making the buyer rating system non-functional or to make its use more difficult. The technical specifications by Trusted Shops (integration manual) have to be adhered to during the integration of the system.
- 4.3 The Online Shop has the duty to protect its access data (user name and password) against the unauthorized usage by third parties and to keep its password confidential. It immediately has to notify Trusted Shops if it has reason to suspect that there has been a misuse of its registration.
- 4.4 The Online Shop has the duty to observe and comply with the applicable law. It is prohibited to make available, offer or otherwise distribute illegal contents through the online presence that the buyer rating system is integrated into, especially contents that are insulting, violence-glorifying, racist, discriminating, or pornographic. In addition, the use of offensive contents, ambivalent terms and other such representations are prohibited if Trusted Shops assumes them to be illegal but is unable to conclusively determine their illegality.
- 4.5 The Online Shop may only use the buyer rating system for its own purposes, i.e. for the analysis and display of the evaluations by its own customers unless Trusted Shops expressly permits utilization for other purposes in writing. It is especially not permitted to provide access to the free variant to third parties while charging a fee, or to combine the fee-required variant with other services and distribute them for a total price (reselling) without the approval of Trusted Shops.
- 4.6 The Online Shop is not permitted to use Trusted Shops' text or image logos or to generate the impression that its online presence is tested by Trusted Shops, unless it is authorized by Trusted Shops to do so in the scope of a Trusted Shops membership or by provision of corresponding advertising texts. To describe or to advertise the buyer rating system, only the texts and graphics provided by Trusted Shops may be used.
- 4.7 If the Online Shop wants to use the possibility of sending an email to its customers to request an evaluation through the buyer rating system, it will clearly notify its customers about this use of their email address in its privacy policy.
- 4.8 During the entire contract period, the Online Shop has to appropriately respond to inquiries by Trusted Shops pertaining to the clarification of supposedly inappropriate evaluations within five working days in writing or per email, especially if the Online Shop has issued a "veto".
- 5.2 During the period of the breach of duty, Trusted Shops is authorized to block access to the buyer rating system entirely or in part and to technically stop the display of the evaluation profile on the online presence of the Online Shop.
- 5.3 If the Online Shop continues to use the buyer rating system or information about it despite the warning, without adhering to the requirements of § 4, Trusted Shops may cancel the contract without notice.

## § 6 Guarantee and liability

- 6.1 Trusted Shops does not guarantee that the buyer rating system is accessible, available and error-free at all times.
- 6.2 There may be delays or failures pertaining to the access and transfers due to technical difficulties that are outside of the sphere of influence of Trusted Shops.
- 6.3 Trusted Shops points out that there is no possibility of developing computer programs in such a way that they run without errors for all requirements.
- 6.4 Trusted Shops assumes unlimited liability for damages caused by it or its employees either intentionally or due to gross negligence.
- 6.5 Trusted Shops excludes a liability for slightly negligent breaches of duty insofar as these do not concern any duties essential to the contract (cardinal duties), do not affect any life, health or body or are claims according to the product liability law. The same is true for breaches of duties by assistants.
- 6.6 In the case of a slightly negligent breach of a cardinal duty, the liability is limited to the total amount that the Online Shop has to pay during twelve months of runtime to use the buyer rating system as well as to those damages the creation of which typically have to be expected in the scope of the contract. The liability for damages that are not typical for the contract, damages caused by errors and missed profits is excluded.

## § 7 Contract period, contract extension and contract termination

- 7.1 The contract periods and cancellation periods are as follows:
- For the product variant "Start": A maximum of 12 months, can be cancelled at any time at the end of the month. After 12 months have passed, the Online Shop has no further claim to the free use of the system
  - Fee-required product variants for Online Shops that have not as well entered into a Trusted Shops membership contract at the same time: Unspecified period, can be cancelled at any time at the end of the month
  - Fee-required product variants for Online Shops that have as well entered into a Trusted Shops membership contract at the same time: The minimum period and cancellation conditions of the respective Trusted Shops membership contract are applicable; with the cancellation of the membership the agreement on the utilization of the buyer rating system in the membership variant is terminated at the same time. The right to an extraordinary cancellation for an important reason remains unaffected.
- 7.2 An important reason for Trusted Shops to make an extraordinary cancellation occurs especially if the Online Shop

- does not comply with a duty in accordance with § 4 despite warning or repeatedly refuses the compliance with these duties seriously and finally, or is defaulting on the payment of at least two sequential monthly rates.

## § 8 Changes to the contract

The Online Shop is notified of any changes of these terms of use and the prices in written form (§ 126b of the German Civil Code). The changes will be considered approved if the Online Shop does not object to them in writing. Trusted Shops will make a special note in this respect in its notification. The objection has to be received within one month after the notification has been sent.

## § 9 Final conditions

- 9.1 Any explanations and cancellations pertaining to this contract are only valid if they are received in writing.
- 9.2 All disputes arising from the usage contract are subject to German law. The place of jurisdiction for both Parties is Cologne.
- 9.3 If one of the conditions of these terms of use becomes inapplicable, the other conditions will not be affected by it. The inapplicable condition will be considered replaced by one that is similar to the sense and purpose of the inapplicable condition in a legally valid form. The same applies to any possible gaps in the regulations.

## § 5 Fraudulent use

- 5.1 If the requirements described in § 4 have not been fulfilled but the Online Shop is still using the buyer rating system, Trusted Shops can request that the Online Shop ensures that the requirements described in § 4 are complied with in an appropriate period, or to remove the integration and all information about the buyer rating system from the online presence (warning).