



Terms of Use for the Trusted Shops Customer Rating System

1	Scope of the contract and contract formation	5-star scale	Total rating	
		5 stars	Excellent	payment of a fee, the Online Shop will pay the applicable fee(s) in advance at the beginning of each month unless the parties have agreed an annual payment.
		4 stars	Good	
		3 stars	Fair	
		2 stars	Poor	
		1 star	Very poor	
1.1	These Terms of Use for the Trusted Shops Customer Rating System (" Terms of Use ") set out the terms and conditions relating to the provision of the Trusted Shops Customer Rating system (" Customer Rating System ") by Trusted Shops GmbH (" Trusted Shops ") and the duties of each online shop using this system (" Online Shop "). Trusted Shops and the Online Shop are referred to as the " Parties " in these Terms of Use.	<ul style="list-style-type: none"> ▪ The evaluations and the evaluation profile are stored by Trusted Shops and can be viewed by the Online Shop and employees of Trusted Shops in a protected area of the Customer Rating System. 		3.2 The Online Shop authorises Trusted Shops to debit the amount(s) payable to Trusted Shops by means of a direct withdrawal from the Online Shop's specified account when the payment becomes due, unless agreed otherwise. Trusted Shops may charge a fee of GBP 20 for processing and bank fees for each direct debit request that is returned due to insufficient funds.
1.2	If the Online Shop has entered into a membership contract with Trusted Shops (" Membership Contract ") it may place an order for the use of the Customer Rating System as an upgrade in the login area.	<ul style="list-style-type: none"> ▪ The exact scope of services of the individual products, including the limitations of the free test version ('Start') and support services requiring additional fees, are contained in Trusted Shop's published service descriptions. 		3.3 Trusted Shops may charge interest on all sums outstanding beyond the date on which they are due for payment under these Terms of Use. 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.
1.3	If the Online Shop has not entered into a Membership Contract and wishes to use the Customer Rating System, it shall submit the applicable online order form to Trusted Shops. Trusted Shops will then send an email with a confirmatory link to the Online Shop at the email address provided by the Online Shop on the order form. The order of the Online Shop becomes binding with a click on this link.	2.3 <i>Validity of the evaluations</i>	Trusted Shops checks the validity of Customers' submitted evaluations. For this purpose, the Customer must confirm the shop evaluations by clicking on a link, which Trusted Shops sends to the Customer at his or her email address. Unconfirmed evaluations will be deleted automatically after 10 days. Confirmed evaluations will receive the "valid" status. Evaluations that are made by Customers who receive the benefit of a Money-Back Guarantee automatically receive the "valid" status.	3.4 Without limiting its rights under these Terms of Use or otherwise, Trusted Shops may, in its discretion, block the Online Shop's evaluation profile and suspend its services (including access to the Customer Rating System) if the Online Shop is late in paying any amount that is due and payable to Trusted Shops under the scope of these Terms of Use.
1.4	The contract for the use of the Customer Rating System commences, as applicable, when Trusted Shops accepts an order pursuant to section 1.2 or when the Online Shop clicks on the confirmatory link pursuant to section 1.3.	2.4 <i>Trustworthiness of evaluations</i>	Valid evaluations are checked for their trustworthiness by Trusted Shops. An evaluation is treated as trustworthy if it comes from a Customer 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 seven (7) days.	4 Duties of the Online Shop
2	Services by Trusted Shops			4.1 The Online Shop must not use the Customer 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 as permitted by section 2.5.
2.1	<i>Customer Rating System</i>			4.2 The Online Shop must not do anything that is directed towards or has the effect of making the Customer Rating System non-functional or that makes its use more difficult. Trusted Shops' technical specifications must be adhered to during the integration of the Customer Rating System with the Online Shop's systems.
	During the term of the contract (as set out in section 7.1), Trusted Shops will make the Customer Rating System available to the Online Shop in the agreed language(s). The Customer Rating System will cover the following functions:			4.3 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.
	<ul style="list-style-type: none"> ▪ Customers of the Online Shop ("Customers") can evaluate the Online Shop based on four specified criteria (i.e. website, delivery, product and customer service) by using a form provided by Trusted Shops. 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 have the most weight when determining the evaluation profile. 	2.5 <i>Commenting on and deactivation of evaluations</i>	The Online Shop cannot modify evaluations that have been submitted by Customers, but can provide comments about submitted evaluations.	4.4 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 Customer Rating System is integrated into.
	<ul style="list-style-type: none"> ▪ If the Online Shop has entered into a Membership Contract with Trusted Shops, and if the Customer has ordered the buyer protection insurance for a transaction ("Money-Back Guarantee"), the Customer can also evaluate the reliability of every insured order on an evaluation scale of 'positive', 'negative' or 'neutral'. 		If an evaluation is objectively false or broadly irrelevant from the perspective of the Online Shop, it can apply for a submitted evaluation to be deactivated. 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:	4.5 The Online Shop may only use the Customer 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 product 'Start' 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.
	<ul style="list-style-type: none"> ▪ Every Customer evaluation can be supplemented by a brief comment. 			4.6 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 Customer Rating System, and any such use must be in accordance with any terms and conditions
2.2	<i>Evaluation profile</i>			
	All of the Customer evaluations are combined to form an evaluation profile for the Online Shop that consists of the evaluation comments and a summary of the submitted evaluations.			
	<ul style="list-style-type: none"> ▪ If available, the reliability evaluations will also be represented in the form of a 5-star evaluation scale. 			
	<ul style="list-style-type: none"> ▪ All of the evaluation criteria will form a total evaluation in which the individual criteria are integrated and weighted according to the number of submitted evaluations. The evaluation profile shows how many stars were achieved in a weighted average on the 5-star evaluation scale. 			
	<ul style="list-style-type: none"> ▪ When an Online Shop has received 60 or more evaluations, an average rating is formed in accordance with the following measures: 	3 Fees and payment terms; direct debit authorisation		
		3.1	The product version "Start" (with restricted functionality) can be used free of charge for up to 12 months, subject to the provisions of section 7. If the Online Shop uses product versions requiring	



applying to such use as notified by Trusted Shops.

4.7 If the Online Shop wants the ability to send emails to its customers to request an evaluation through the Customer 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. It will also notify its Customers that Trusted Shops may process their personal data for the purposes of managing the Customer Rating System and related services as contemplated by these Terms of Use.

4.8 During the term of the contract as outlined in section 7, 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 pursuant to section 2.5, including where the Online Shop has applied for a Customer evaluation to be deactivated pursuant to section 2.5.

5 Unauthorised use

5.1 Without limiting any other remedy that Trusted Shops may have under these Terms of Use or otherwise, if the requirements described in section 4 have not been complied with but the Online Shop is still using the Customer Rating System, Trusted Shops may:

- block access to the Customer Rating System entirely or in part and stop the display of the Online Shop's evaluation profile on the Shop's website; and
- demand, at its sole discretion and by written notice, that: (a) the Online Shop complies with the requirements described in section 4 within a period specified by Trusted Shops; or (b) it must remove the integration and all information about the Customer Rating System from the Online Shop's website.

5.2 If the Online Shop fails to comply with a notice given pursuant to section 5.1, 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 5.2 is without prejudice to any other claims that Trusted Shops may have against the Online Shop under these Terms of Use or otherwise.

6 Exclusions and liability

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

6.2 Trusted Shops warrants that any ancillary 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.

6.3 Apart from the terms set out in these Terms of Use, and to the fullest extent permitted by law, no other warranties, conditions or other terms shall apply to the use of the Customer Rating System or any ancillary services provided under the scope of these Terms of Use (whether express or implied), including any implied warranties, conditions or terms relating to satisfactory quality, merchantability or fitness for any particular purpose.

6.4 Neither party's liability: (a) for death or personal injury resulting from its negligence or that of its employees or agents; (b) under Part I of the Consumer Protection Act 1987; (c) for fraudulent misrepresentation or for any other fraudulent or dishonest act or omission; or (d) to pay any sums properly due and payable to the other party under these Terms of Use; is excluded or limited by

these Terms of Use, even if any other term of these Terms of Use would otherwise suggest that this might be the case.

6.5 Other than as set out in section 6.4, Trusted Shops shall not be liable (whether for breach of contract, negligence or for any other reason) for any of the following: (a) loss of profits; (b) loss of revenue; (c) loss of sales; (d) loss of opportunity; (e) loss of goodwill or reputation; or (f) any indirect, consequential or special loss.

6.6 Subject to sections 6.4 and 6.5, Trusted Shop's total aggregate liability for all claims arising from or in relation to any given event or series of connected events under these Terms of Use (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 these Terms of Use in the 12 months preceding the month in which the event (or first in a series of connected events) occurred; or (b) if the amount referred to in (a) cannot be calculated accurately at the time the relevant liability is to be assessed, or if it is less than £5,000, to £5,000; whichever is greater.

7 Term, extensions of term and termination

7.1 The contract terms and termination periods under these Terms of Use are as follows (subject to earlier termination pursuant to section 7.2):

- For the product "Start": A maximum of 12 months from commencement of the contract pursuant to section 1.4. Either party may terminate the contract for use of "Start" at any time during the 12 month period by giving written notice to the other party at the end of the relevant month. After expiry of the 12 month period, the Online Shop will not be entitled to any further use of the Customer Rating System without charge. If the Online Shop wishes to continue to use the Customer Rating System following the 12 month period, it must apply to use a chargeable version pursuant to section 1.
- For chargeable versions of the Customer Rating System where the Online Shop has not entered into Membership Contract: The contract to use the Customer Rating System 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.
- For chargeable versions of the Customer Rating System where the Online Shop has entered into a Membership Contract: The term and termination provisions in the Membership Contract will apply. If the Membership Contract expires or terminates, the Online Shop's right to use the Customer Rating System under these Terms of Use will automatically terminate.

7.2 Without limiting Trusted Shop's rights under these Terms of Use or otherwise, Trusted Shops may terminate the Online Shop's right to use the Customer Rating System with immediate effect by giving notice in writing if:

- (a) the Online Shop materially breaches any term of these Terms of Use and it is not possible to remedy that breach, or it is possible to remedy that breach but the Online Shop fails to do so within 15 days of being asked to do so;
- (b) without limiting (a), the Online Shop fails to comply with a notice given under section 5.1; or
- (c) the Online Shops is in arrears of two consecutive monthly payments due under these Terms of Use.

8 Intellectual property rights

8.1 The Online Shop acknowledges and agrees that 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 Customer Rating System and all components of the Customer Rating System are owned and will continue to be owned by Trusted Shops or its licensors.

8.2 All goodwill arising from the use by the Online Shop of the Customer Rating System 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 Customer Rating System under these Terms of Use.

9 Changes to the Terms of Use

Trusted Shops may amend these Terms of Use, any fees payable under these Terms of Use and/or the Customer Rating System product descriptions 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 them in writing and terminates the contract formed under these Terms of Use by giving written notice within one month following receipt of such notice.

10 General

10.1 Any notices given or required under these Terms of Use must be made in writing.

10.2 These Terms of Use 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 these Terms of Use, but Trusted Shops is also entitled to apply to any court worldwide for injunctive and other remedies to protect or enforce its intellectual property rights and confidential information.

10.3 If any provision of these Terms of Use is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of any other provision of the Terms of Use or the Terms of Use as a whole.