

Terms and Conditions of Use for the Trusted Shops Customer Review System (Buyer)

When you post a review and/or a comment, you agree to the following terms and conditions. If you do not wish to agree to these terms and conditions, do not post a review or comment. We reserve the right to revise these terms and conditions. Therefore, please read them each time you post a review or comment.

A. Posting a review

1. When you post a review and/or comment, your e-mail address will be sent to Trusted Shops GmbH ("Trusted Shops"). Your e-mail address will never be publicly visible. Trusted Shops may use your e-mail address to contact you in order to verify the review posted.
2. Furthermore, your e-mail address will be used to enable you to use the Trusted Shops online system. In the Trusted Shops system, you can see reviews already posted and modify them if necessary, view your active or expired guarantees (if guarantee agreements have been concluded under this e-mail address), and make any refund claims. Your e-mail address serves as a user name for accessing the Trusted Shops system and will be permanently stored for this purpose.
3. Should you already have access to the Trusted Shops system (My Trusted Shops), your submitted review will be assigned to your My Trusted Shops account.
4. In addition, you have the option to personalise your reviews by providing further personal data when posting the review or entering it into the Trusted Shops system. Your reviews will then be displayed with this additional information, although some information will only be publicly displayed in abbreviated form to protect your privacy. If you personalise your reviews, your posted reviews will be publicly visible in the form of an overview (Customer Review Profile).

B. Use of the review

1. When you submit a review and/or comment, you grant Trusted Shops the non-exclusive, royalty-free, permanent and irrevocable right to:
 - a. use the review and/or comment (in whole or in part) both online and offline (e.g. in printed media or catalogues), to copy,

revise, publish or translate it, to make it available to third parties, distribute it, make it publicly accessible and duplicate it, as well as to incorporate it into other works in any form whatsoever (media, technologies; whether existing or not yet developed); and

- b. grant third parties (in particular the seller you are reviewing) the right to use the content.
2. This means, for example and without limitation, that Trusted Shops may publish the comment and can allow the online retailer to use the reviews and/or comments for advertising purposes (e.g. in advertising or for marketing purposes).

C. Conditions of posting a review

1. Reviews may only be posted in the following cases:
 - a. You have purchased a product or service from the online shop reviewed,
 - b. You have placed an order with the online shop with the intention to purchase,
 - c. You can provide other proof of purchase of a product from the reviewed company or of use of the services of the reviewed company.
2. These three situations will hereafter be summarised as the "Shopping Experience".
3. A valid reference and e-mail address must be given in all cases.
4. Reviews may only relate to shopping experiences mentioned in the review form.
5. A product may only ever be reviewed once it has been delivered and you have been able to test it.
6. The review must relate to a shopping experience that occurred no more than six months before the review was posted.

7. Reviews that constitute a conflict of interests and are likely to manipulate the overall rating of the online shop – positively or negatively – are not permitted. This is the case for example when an order is only placed for the purpose of posting a positive or negative review in order to damage or promote the online shop.
8. If the reviewed company informs us that your review does not correspond to any purchase or if your review is detected by our fraud-detection measures, we may ask you for proof of purchase from your reviewed company.

D. Content of the review comments

Review comments must not have content that:

- a. is subject to criminal liability or leads to or instigates a crime;
- b. is illegal;
- c. is threatening, harassing, offensive, fraudulent, libellous, misleading, racist, discriminatory, glorifies violence, indecent, obscene or pornographic;
- d. infringes or affects the rights of third parties (including all intellectual property rights, e.g. copyrights or trademarks);
- e. is technically harmful, e.g. contains malicious code;
- f. comprises confidential data and/or infringes or affects the privacy of third parties;
- g. deceives others as to your identity (in particular by passing yourself off as another person);
- h. is false;
- i. advertises other websites, products or services (posting telephone numbers, e-mail addresses or links, for example, is not permitted).
- j. is unrelated to the topic: i.e. comments that do not refer to the product, e.g. experiences with certain traders
- k. is not based on own experiences with the product

E. Liability for content/corrections

Reviews are not continuously monitored for unlawful content by Trusted Shops either before or after they are published and are not

generally removed. A report function for each review is in place to allow reviewed companies and web users to notify us of a review that potentially infringes our terms and conditions of use and/or breaches an applicable law. If your review is reported, we reserve the right to contact you and ask for your comments. Furthermore, we reserve the right to remove the review in part or in full, in particular when it breaches an applicable law and we are consequently obligated to remove it.

F. Online dispute resolution

Online dispute resolution according to Art. 14 (1) Regulation on consumer ODR: The European Commission provides a platform for online dispute resolutions (ODR) which can be accessed under <http://ec.europa.eu/consumers/odr/>.

Consumers have the possibility to use this platform for resolving their disputes. We are ready to participate in extra-judicial dispute settlement proceedings before a consumer dispute resolution body.