Trusted Shops Membership Terms

These Membership Terms (TS-AMB), the Membership Application Form and all other contractual documents referenced herein and in the Membership Application Form, including but not limited to the Specifications of Service (TS-LV), the Price List (TS-PL) and the Exclusion Catalogue (TS-ASK) set out the terms relating to the Trusted Shops membership ("**Membership Agreement**"). The Membership Agreement is entered into by and between Trusted Shops SE, a German company, ("**Trusted Shops**") and the Online Member ("**Member**"; both together: "**the parties**"). At the same time, the parties conclude an agreement on the processing of personal data under joint controllership, which is attached to the Membership Agreement. This Membership Agreement will be effective upon Trusted Shops' acceptance of Member's membership application (the "**Effective Date**").

Definitions

"Gross Turnover": Unless otherwise specified, the Member's turnover in the contractually covered online shop(s), including VAT, before deduction of all cancellations, irrespective of their underlying legal reason (e.g. statutory cancellation, warranty, voluntary or contractually agreed returns, etc.), and irrespective of whether a cancellation entails a refund.

"Customer": Someone who buys goods or services from the Member's Website or/and uses the Member's Website.

"Services": The Online System, technology, content and further Services provided by Trusted Shops as specified in the Specifications of Service.

"Website(s)": The Website(s) specified in the Membership Application Form or subsequently added via the Online System (e.g. online shop, shop application or views for mobile devices, shop application on third-party sites, etc.), each under one domain, in one language variant, with a focus on one target market to which the Trusted Shops contractual services relate.

"Online System": The entirety of the online systems and technologies provided by Trusted Shops, in particular the eTrusted platform, for the automated collection, analysis and management of transactional and non-transactional feedback as well as for the use of other modular bookable functions.

"Trusted Shops Brands": Trusted Shops' trade names, trademarks, logos and designs registered by Trusted Shops, as well as other distinctive brand features, including but not limited to the word mark "Trusted Shops" and the word and figurative marks "Trusted Shops Guarantee" and "eTrusted".

General Terms and Conditions of Membership

A1 Use of Trusted Shops Brands

A1.1 Trusted Shops owns all existing intellectual property rights (including copyright, trademarks, design rights, rights in or relating to databases and rights in or relating to trade secrets) in the Trusted Shops Brands, the Online System and all other protectable Services supplied or licensed to the Member under the scope of this Membership Agreement.

A1.2 The member is prohibited from using Trusted Shops' brands or giving the impression that its website has been verified by Trusted Shops, unless the member is entitled to do so by being granted a license for use by Trusted Shops in accordance with section B.2 and/or section C.3 and by complying with the relevant License Conditions.

A2 Fees and terms of payment

A2.1 The amount of the membership fee is based on the package-related Services of Trusted Shops according to the Price List. Invoices from Trusted Shops must be paid within 14 days of receipt. Trusted Shops reserves the right to charge dunning fees of up to 10 euros net in the event of late payment.

A2.2 If a set-up fee is incurred in accordance with the price list, this is due upon conclusion of the contract. The membership fee is due in advance in the first contract year upon conclusion of the contract and subsequently at the beginning of each contract year.

A2.3 If the Member orders additional paid Services during the contract year, the amount for the additional Services ordered for the period up to the end of the contract year is due at the time of ordering. From the following contract year, the amount for the additional service becomes part of the membership fee.

A2.4 The parties may enter into a deferred payment agreement separately. Trusted Shops is entitled to terminate any deferred payment agreement if the Member is in arrears with payment of an instalment for more than 14 days.

A2.5 In such cases the outstanding payment for the contractual year becomes due with immediate effect.

A2.6 Without limiting its rights under these Membership Terms or otherwise, Trusted Shops may, in its discretion, suspend its Services if the Member is late in paying any invoice for more than 7 days, provided that a reminder notice has been sent to the Member before. The same applies if the Member ultimately refuses to pay. The member's payment obligation remains in full in both cases. In repeated cases, Trusted Shops reserves the right to immediately deactivate and not provide the agreed Services for the duration of the payment delay.

A2.7 The Member confirms the exact VAT identification number and authorizes Trusted Shops to use this number to invoice sales under this number in accordance with the reverse charge procedure.

A2.8 All invoices will be provided to the member in electronic form.

A2.9 Upon conclusion of the contract at the end of each contractual year, the Member shall, unprompted, provide truthful information, which is based on verifiable turnover figures for the last 12 months, about the anticipated Gross Turnover (before deduction of all cancellations, returns, etc.) generated in the current fiscal year throughout all its Websites registered with Trusted Shops. Trusted Shops is entitled to demand the proof on which this application is based.

A2.10 If the Member fails to provide information in accordance with A2.9, Trusted Shops is entitled to estimate the Gross Turnover by extrapolation or by using other sources of information, and/or to request proof from the Member for its Gross Turnover in the last twelve months. The Member is entitled to prove that its actual Gross Turnover deviates from the value estimated by Trusted Shops.

A2.11 If the Gross Turnover, as indicated by the Member in accordance with A2.9, or as estimated in accordance with

A2.10, exceeds or falls short of the anticipated Gross Turnover previously used as the basis for calculating the fee, a reclassification into a new turnover class may be demanded in accordance with the price list, with effect for the following contractual year, with regard to the membership fee, as in the case of any other individual service affected by such calculation.

A2.12 If during the current contractual year Trusted Shops establishes that the Member's actual Gross Turnover significantly exceeds the anticipated Gross Turnover previously used as a basis (always presumed in case of an excess of 20% and/or 100.000 €), Trusted Shops may recalculate the membership fee in accordance with the price list within the current contractual year, with effect from the respectively following month. In such cases, the recalculation shall be based on the average monthly turnover extrapolated to the contractual year. The Member is entitled to prove that its actual Gross Turnover deviates from the estimated value.

A2.13 If the Member is required or wishes to provide proof of its Gross Turnover in accordance with the above provisions, the following documents in particular shall be deemed to be reliable proof:

a) A formal report on the last closed fiscal year (annual report);

b) Proof / confirmation from a tax advisor or auditor;

c) An extract (e.g. as a screenshot) from the Member's inventory management system or shop software system.

A3 Services provided by Trusted Shops

A3.1 The modularly bookable Services of Trusted Shops are provided in accordance with the service description. Unless otherwise stated, modular bookable Services are only provided for one website.

A3.2 Trusted Shops grants the Member access to the Trusted Shops Online System during the term of the contract.

A3.3 For the availability of the Online System as a Software-as-a-Service service, the Service Level Agreement applies.

A3.4 Use of the services is permitted exclusively for the member and exclusively for the agreed Website(s). Use for Website(s) with other operators is only permitted with prior contractual agreement (i.e. contract accession).

A4 Member's obligations

A4.1 The Member must provide at its own expense that the technical requirements necessary for the use of the Online Systems provided by Trusted Shops are met, in particular by preparing its own systems for the use of the Services.

A4.2 The Member is obliged to comply with the applicable law, in particular the provisions of consumer law, as well as the standards and obligations set out in the Compliance Policy and the Modern Slavery Code of Conduct and to offer only those goods and services whose sale and/or offer are not legally prohibited and do not violate the Trusted Shops Exclusion Catalogue (TS-ASK) or the Compliance Policy or the Code of Conduct.

A4.3 The Member is obliged to protect its access credentials (username and password) against unauthorized use by third parties and to keep its password secret. The Member must inform Trusted Shops immediately if it has reasonable suspicion that its access credentials have been misused.

A4.4 During the term of this Membership Agreement, the Member shall respond to all enquiries by Trusted Shops and customers within five (5) days and shall also provide all information necessary for the processing of such requests. Trusted Shops shall determine whether the online shops must respond, either via the online system, by e-mail or in writing. The first response from the Member does not have to respond conclusively to the requests. An initial response within the deadline is sufficient.

A4.5 The Member shall name at least one person of contact, and provide their contact details, to whom Trusted Shops can turn for all enquiries in connection with this Membership contract.

A4.6 If the Member does not contract directly with Customers but acts as an intermediary between the Customer and a third party, the Member shall assure that the third party complies with the obligations set out in Section A4 and shall be liable for any breach thereof by the third-party supplier. Any failure to comply by the third party will be deemed as a failure of the Member.

A4.7 The Member grants Trusted Shops and companies affiliated with Trusted Shops in terms of Section 15 of the German Stock Corporation Act (AktG), the non-exclusive, gratuitous right to use the company logo (brand) of the Member during the term of the agreement for their own advertising and marketing purposes on the company websites, in social media presence and in newsletters in order to draw attention to the cooperation (reference mention).

A4.8 The Member is responsible at all times for the accuracy of all information transmitted to Trusted Shops. In particular, the Member is obliged to carefully check all company data that he enters or updates in the Online System and to ensure that it is correct and up-to-date. This applies in particular to all information published in company profiles. Trusted Shops assumes no responsibility for incorrect or outdated information provided by the Member. Should Trusted Shops become aware of incorrect data, the Member is obliged to adjust it immediately upon request. Trusted Shops is also entitled to update such information independently and to restrict the member's input options at its own discretion. If the member is given the opportunity to change his/her display name, the display name must be chosen in such a way that it allows the registered domain or company name to be inferred.

A4.9 If the operator of the Website(s) changes, the Member is obliged to notify Trusted Shops of this immediately in writing in order to reach an agreement on the further use of the services. A change of operator does not lead to the termination of the membership contract and does not justify an extraordinary right of termination.

A4.10 Trusted Shops is entitled to access and log into the Member's customer account to the extent necessary for the handling of support and service requests as well as for the analysis and resolution of technical issues. Trusted Shops shall treat any information obtained in the course of such access as confidential and shall comply with the data protection provisions applicable under this Membership Agreement. Access to personal data or other confidential information shall only take place to the extent necessary for the provision of the requested support or service activities or where required by applicable law.

A5 Warranty and liability

A5.1 Trusted Shops is liable without limitation for damages caused by itself or its employees intentionally or through gross negligence.

A5.2 Trusted Shops excludes liability for slightly negligent breaches of duty insofar as these do not relate to essential contractual obligations (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely, so-called cardinal obligations), life, health or body are affected or claims under the German Product Liability Act (Produkthaftungsgesetz) are affected.

A5.3 In the event of a slightly negligent breach of a material contractual obligation, liability shall be limited to such damage as must typically be expected to occur under the contract. Liability for damages not typical of the contract, consequential damages and loss of profit is excluded.

A5.4 The same applies to breaches of duty by vicarious agents.

A5.5 Force Majeure: Trusted Shops does not control the transfer of data via the Internet and is therefore not responsible for delays or delivery problems caused by the Internet. The same applies to other serious events, such as in particular technical difficulties that are beyond Trusted Shops control, force majeure, labor disputes, unrest, armed or terrorist conflicts, which have unforeseeable consequences for the performance of the service. In this respect, Trusted Shops does not guarantee that the Online Systems provided will be accessible, available and error-free at all times.

A6 Confidentiality

Trusted Shops undertakes to treat all confidential information, data and documents that it receives from the Member in connection with the Trusted Shops membership contract as confidential and to use them exclusively for the purpose of processing the contract.

A7 **Term and Termination**

A7.1 This Membership Agreement will begin on the Effective Date and remain in effect for an initial term of 12 months and will be automatically extended for a further period of 12 months unless terminated to the end of the current term by either party with three (3) months prior written notice to the other party.

A7.2 When the Member books additional options during the term of this Membership Agreement each option can be terminated with three (3) months prior written notice to the end of the term.

A7.3 The right to extraordinary termination without notice for good cause remains unaffected.

A7.4 Good cause for extraordinary termination without notice by Trusted Shops exists in particular if,

a. the Member fails to fulfill an obligation in accordance with Section A4 despite a warning or repeatedly or seriously and finally refuses to fulfill these obligations,

b. or the Member is at least 24 days in arrears with the payment of a monthly installment or the annual membership fee despite a reminder.

A7.5 In the event of extraordinary termination by Trusted Shops, the membership fees for the original remaining term of the contract are owed as compensation.

A7.6 The turnover-based recalculation of the membership fees, as well as of the fees of any turnover-based individual Services booked by the Member, pursuant to A2.9 et seq. shall be carried out in accordance with the price list agreed upon at the time of the conclusion of the contract, or with the agreed individual price scale, and shall thus not entitle to an immediate termination.

A7.7 After termination of the contract, the company profile remains in 'claimed' status and the member can continue to use the eTrusted platform to manage reviews. To do so, they must log in with their existing access data within 6 months. By logging in, the user contract is concluded and the member accepts sections 2 and 3 of the additional agreement for claiming profile and the terms of use of the eTrusted platform. If there is no login within 6 months, access will be blocked without further cancellation or notification and the profile can be reclaimed in accordance with the additional conditions for claiming a company profile. By way of derogation, Trusted Shops reserves the right to block access after termination of the contract for good cause without the need to notify the member.

A8 **Contract Amendments**

A8.1 This Membership Agreement may only be added to or modified or amended in writing. Such amendments will be deemed to be approved by the Member unless the Member objects to the amendments in writing and terminates the Membership Agreement within thirty (30) days following receipt of such notice.

A8.2 Trusted Shops may amend or update the Exclusion Catalogue and Quality Criteria from time to time. If Trusted Shops amends or updates the Quality Criteria, it will notify the Member of the changes via e-mail. The Member shall be responsible for ensuring their full compliance with the amended or updated Quality Criteria. Objection is not possible.

A9 **Final provisions**

A9.1 Declarations relating to the membership contract, including notices of termination, are only valid if they are received in text form. A simple electronic form is sufficient for this purpose.

A9.2 This Membership Agreement is governed by, and is to be construed in accordance with, German Law.

A9.3 The official contract language is English.

A9.4 The place of jurisdiction for all disputes arising out, or in connection with this Membership Agreement shall be, to the extent permitted by law, Cologne, Germany. The same applies if the Member does not have a general place of jurisdiction in Germany or if the Member's place of residence is unknown at the time the action is brought.

B Conditions for qualification to use the "Trustmark" and offer of Trusted Shops Buyer Protection

The following conditions apply to the use of the Trusted Shops Trustmark and the Trusted Shops Buyer Protection offer. For this purpose, a Trusted Shops Guarantee contract with the Trusted Shops guarantors is also applied for by the member. Trusted Shops guarantors are Atradius Credit Insurance, branch of Atradius Credito y Caución S.A.de Seguros y Reaseguros, Opladener Straße 14, 50679 Cologne and R+V Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden. For companies based in Switzerland, Atradius Credit Insurance N.V., Zweigniederlassung Zürich, Holbeinstrasse 22, 8008 Zürich is added as an additional Trusted Shops guarantor. The Trusted Shops guarantee contract comes into force as soon as the Trustmark is used, and Buyer Protection is offered and/or as soon as a guarantee framework is applied for.

Additional Definitions

"**License Conditions**": The conditions subject to which Trusted Shops grants the Member the right and license to use the Trusted Shops Brands for the agreed Website(s).

"**Quality Criteria**": The quality standard as defined and amended, from time to time, by Trusted Shops the Member commits to comply with by entering into this Membership Agreement.

"**Trustbadge**": The visual element provided by Trusted Shops for the display of information about the Trusted Shops Services (in particular the Trustmark and/or Review System) on the Website(s).

"**Trusted Shops Guarantee**": A money-back-guarantee which protects the Customers in accordance with the guarantee policy. For the distinction from the Trusted Shops Buyer Protection, see Section 2.2 and 3 of the Membership Terms for Buyers and Section 3c of Our Services.

"**Trustmark**": The word/figurative mark "Trusted Shops Guarantee".

B1 **Integration of the Trustbadge**

B1.1 Following the Effective Date, the parties will work together in good faith to integrate the Trustbadge into the Website(s).

B1.2 The Trustbadge code integration is mandatory. Trusted Shops is entitled to use the Trustbadge to collect the data required for the provision of the Trusted Shops Services in the Website(s).

B1.3 The Member shall ensure that the Trustbadge is integrated only on the Website(s) and in accordance with the integration instructions provided by Trusted Shops.

B2 **Use of Trusted Shops Trustmark**

B2.1 Trusted Shops grants to the Member a limited, revocable, non-exclusive and non-transferable right and license to use the Trusted Shops Trustmark on the Website(s), for which the Member ordered the Trustmark option, after successful certification and in compliance with the License Conditions and the Trusted Shops Quality Criteria (TS-QAL) will display the Trustmark in the Trustbadge as long as the Member fulfils the License Conditions.

B3 **Obligations for the use of the Trusted Shops Brands**

B3.1 The Member is obliged to ensure that the License Conditions are fulfilled during the entire term of the Membership Agreement.

B3.2 With regard to disputes and Buyer Protection and Guarantee cases the Member shall provide specific information on delivery dates, submit delivery receipts and proof of refund and provide detailed information on signs of use or other circumstances that justify reductions in value or deductions.

B3.3 The Member is obliged to reimburse Trusted Shops for any payment made by the latter in the form of a Buyer Protection refund (Section 2.2.1 of the Membership Terms for Buyers) along with any additional costs incurred in this context, without prejudice to any further compensation claims Trusted Shops may have. Trusted Shops will invoice the Member for such payments which Trusted Shops will list in detail. The obligation to reimburse the payments made by Trusted Shops shall continue to exist in the event of a change of the operator of a contractual Website(s) against the Member, unless otherwise agreed.

B3.4 On request, the Member will provide Trusted Shops with qualified information that enables an appropriate creditworthiness check. Trusted Shops is entitled to forward this information to the cooperating insurers for the purpose of checking the Member's creditworthiness. Trusted Shops and the insurers are contractually obliged to maintain the confidentiality of sensitive information and will only use this for the aforementioned purpose and will not forward it to third parties.

B3.5 The member complies with the applicable quality criteria and enables registration for Trusted Shops buyer protection and the Trusted Shops guarantee.

B3.6 Unless otherwise agreed, the Member shall remove the Trustbadge as well as the trademarks and all references to Trusted Shops from the Website(s) in the event of a change of operator and/or sale of the Website(s). The removal must take place without request by Trusted Shops at the time of the agreed transfer to the new operator.

B4 **Lapse of the right of use**

B4.1 The right of use (Section B2) shall lapse as soon as and for as long as the Member fails to comply with one or more of the License Conditions with regard to the Website. Trusted Shops shall check the Member's compliance at its reasonable discretion on an ongoing basis and by means of random checks. The right of use will also be revoked if the Member is at least 24 days in arrears with the payment of the outstanding amounts despite a reminder by e-mail, or if there is insufficient creditworthiness or if no documents in accordance with B3.4 are provided to check the creditworthiness. The other Services booked can still be used. The obligation to pay the membership fees continues to apply.

B4.2 Trusted Shops shall cooperate with the Member to improve the Member's performance and shall in particular be entitled to request the Member to, within a reasonable period of time

a. ensure compliance with the License Conditions and/or

b. to refrain from future conduct in breach of the contract and to issue a cease-and-desist declaration subject to penalty and/or

c. to remove the Trusted Shops Brands and all references to Trusted Shops from its Website(s).

B4.3 If the License Conditions are not met, Trusted Shops is entitled to deactivate the Trustmark. As long as the License Conditions are not met, the Member is not entitled to enable registration for Trusted Shops Buyer Protection and Trusted Shops Guarantee. In such a case, the Member's payment obligation remains in full.

B4.4 Any further claims of Trusted Shops arising from unauthorized use of the Trusted Shops Brands shall remain unaffected.

B5 **Intermediary**

Subsection A4.6 shall apply accordingly to all obligations laid down in Sections B2, B3 and B4.

B6 **No legal consulting**

Within the scope of an inspection of the Member's Website(s), Trusted Shops only examines its / their compliance with the License Conditions. A positive test result does not include the statement that the Member's Website(s) is / are compliant with all relevant regulations, in particular regulations pertaining to unfair competition or unfair contractual terms.

B7 **Extraordinary termination**

There is also good cause for extraordinary termination without notice by Trusted Shops if,

a. the Member fails to comply with an obligation in accordance with Sections B2 and B3.3 despite a warning and after the expiry of the deadline, or repeatedly fails to comply, or seriously and finally refuses to fulfill these obligations, or

b. the Member misrepresents its anticipated or actual turnover,

c. the Trusted Shops Guarantee concluded with the Member is terminated due to the suspension of the guarantee framework granted or is terminated for any other reason.

C Terms and Conditions for the use of the Review System

Additional Definitions

„**Review System**": The technology provided by Trusted Shops which enables the Member to collect and manage Customers' reviews and display a summary of these reviews directly on the Website(s) according to the Specification of Service.

„**Trustbadge**": The visual element provided by Trusted Shops for the display of information about the Trusted Shops Services (in particular the Trustmark and/or Review System) on the Website(s).

C1 **Integration of the Trustbadge**

C1.1 Following the Effective Date, the parties will work together in good faith to integrate the Trustbadge into the Website(s).

C1.2 The Trustbadge code integration is mandatory. Trusted Shops is entitled to use the Trustbadge to collect the data required for the provision of the Trusted Shops Services in the Website(s).

C1.3 The Member shall ensure that the Trustbadge is integrated only on the Website(s) and in accordance with the integration instructions provided by Trusted Shops

C2 **Obligations when using the Review System and control rights**

C2.1 The Member may not misuse Review System, in particular may not create the impression that the quality of his Website(s) or the products offered is particularly good by means of positive reviews created by himself or on his behalf and may not use untruthful information to ensure that negative ratings from Customers are not included in the Review System.

C2.2 The Member must, upon request and without delay, submit to Trusted Shops documents and supply supporting evidence that verify the authenticity of a review and/or compliance with the requirements set out in Section C2.8 (e.g. invoices which show that the person submitting a review is a Customer of the Member, Customer and e-mail mailing lists, consent texts, log files).

C2.3 If the Member provides proof that the comment or review is unlawful (insult, abusive criticism or untrue factual claims), Trusted Shops will then delete the review or comment in its sole discretion. If, in the opinion of the Member, an image attached to the review violates legal regulations and/or the terms of use of the Review System, the image will be checked by Trusted Shops accordingly. If Trusted Shops finds a violation, the image will be removed. The rest of the review remains in place if it is not objectively illegal.

C2.4 The Member is prohibited from using threats or aggressive behavior to influence the Customer or Trusted Shops employees to change a review that has been submitted.

C2.5 The Member shall not offer its Customers any benefits, special conditions, discounts or other incentives in order to

induce the submission of a positive review or the withdrawal of a negative review.

C2.6 The Member shall refrain from any activities aimed at rendering the Review System inoperable or making it more difficult to use. The Member is obliged to integrate the Review System into its Website in accordance with the guidelines provided by Trusted Shops.

C2.7 The Member may only use the Review System for the duration of the contract term and as long as they maintain their online presence and only for their own purposes, i.e. to evaluate and display the reviews of its own Customers, unless Trusted Shops has explicitly agreed in writing to use for other purposes. In particular, it is not permitted to provide third parties with the use of the Review System for a fee or to combine the Trusted Shops service reviews with other services without the consent of Trusted Shops and to resell them at a total price (reselling).

C2.8 If the Member chooses to use the option of inviting their Customers for a review via the Review System by e-mail, or uses the Online System for this purpose to send review requests through Trusted Shops, the Member must

a. inform its Customers in its privacy policy about this intended use of the e-mail address and, if applicable, other personal data and

b. obtain the express consent of each Customer to the use and, if applicable, disclosure of the e-mail address and, if applicable, other personal data for this purpose in accordance with the legal requirements before use, and

c. ask all Customers equally for a review - not just selected ones, but either all or none - and

d. formulate the request for express consent to use the e-mail address and, if applicable, other personal data and the request for a review neutrally, regardless of whether a positive or negative review of the Customer is to be expected;

e. comply with applicable law when adapting the content of the e-mails. In particular and without limitation, these may not contain any content that:
- is subject to criminal liability or leads to or instigates a crime;
- is illegal;
- is threatening, harassing, offensive, fraudulent, libellous, misleading, racist, discriminatory, glorifies violence, indecent, obscene or pornographic;
- infringes or affects the rights of third parties (including all intellectual property rights, e.g. copyrights or trademarks);
- is technically harmful, e.g. contains malicious code;
- comprises confidential data and/or infringes or affects the privacy of third parties;
- deceives others as to your identity (in particular by passing yourself off as another person);
- is false;
- advertises other websites, products or services (posting telephone numbers, e-mail addresses or links, for example, is not permitted);
- is unrelated to the topic.

C3 **Use of Trusted Shops Brands**

Trusted Shops grants the Member the revocable, non-exclusive and non-transferable right to use the specific license signs, named in more detail in the License Conditions, subject to compliance with the License conditions. It is forbidden for the Member to use the "Trusted Shops Trustmark" or give the impression that the Website(s) has been certified by Trusted Shops, unless the Member has been authorized to do so by booking the option "Trusted Shops Trustmark and Trusted Shops Guarantee" and in compliance with the License Conditions for the use of this brand.

C4 **Misuse of the Review System; Termination without notice**

C4.1 Without limiting any other remedy that Trusted Shops may have under this Membership Agreement or otherwise, if the Member fails to comply with the obligations set out in section C2 and the license conditions, Trusted Shops shall be entitled,

a. for the duration of the breach of obligation, to block access to the Online System entirely or in part, block access to the Member's review profile and stop the display of the Trustbadge on the Website(s); and

b. demand, in its sole discretion and by written notice, that the Member complies with the obligations set out in section C and the License Conditions within a reasonable period of time specified by Trusted Shops, and/or

c. to refrain from future conduct in breach of contract and to issue a cease-and-desist declaration subject to penalty; and/or

d. shall remove the integration and all information about the Review System from the Website(s).

C4.2 If the Member continues to use the Review System or references to it without complying with the requirements under the section C2 and despite receiving a warning, Trusted Shops may terminate the contract with immediate effect.

C4.3 If the Member uses the Review System dishonestly or fraudulently (acc. to section C2.1 and C2.4) or fails to comply with the obligations set out in section C2.8, Trusted Shops shall also be entitled

a. to permanently delete either those reviews affected or all reviews and to reset the system to its original state, and

b. in the event of grossly negligent or intentional breach of these obligations, to immediately, i.e. without issuing a prior warning, terminate the contract.

C5 **Exemption in the event of use of the Review System in breach of contract**

The Member must indemnify and hold Trusted Shops harmless against all liabilities, damages, or expenses whatsoever, including, without limitation, reasonable attorneys' fees, which Trusted Shops incurs as a result of disputes with third parties, and which result from the Member's dishonest or fraudulent use of the Review System (acc. to section C2.1 and C2.4) or the Member's culpable failing to comply with the obligations set out in section C2.8.

C6 **Policy on the use of the Review System and use of the reviews**

The rules for reporting reviews as well as the possibilities and requirements for using reviews are set out in the policy on the use of the Review System and use of the reviews and must always be observed by the member. When creating comments on reviews, sections B and D of the Terms and Conditions of Use for the Trusted Shops Feedback Platform apply accordingly.

D Additional terms and conditions for the "Product Reviews" Service

In the event that the Member should use the option "Product Reviews", the regulations of this subparagraph apply in addition to the other terms and conditions of the Membership Agreement.

D1 **Additional duties when using the Product Reviews option**

D1.1 With regard to the use of Review System in general section C2 to C5 TS-AMB above applies to Members who use the Product Reviews option.

D1.2 In the event that the Member should make use of the option to forward URLs referring to product images to Trusted Shops in order that Trusted Shops may display these images on the evaluation form on the pages of Trusted Shops, the Member undertakes and ensures Trusted Shops that he/she will exclusively forward links to such product images for which the Member possesses the copyrights and is entitled to grant licenses according to the following requirements or possesses a license for the use of the image and is entitled to grant sub-licenses according to the following requirements.

D1.3 In addition, the Member also ensures that it will only forward to Trusted Shops such data (e.g. links to images, product descriptions, item numbers, product identification), which refer to the product ordered, supplied and therefore to be

evaluated, in particular only images and descriptions of these products.

D1.4 The Member shall neither forward any links whose images might cause Trusted Shops to violate current law nor any images that the average viewer might regard as pornographic or obscene, nor any images with either National Socialist, racist or xenophobic reference, also insofar indictable relevance exists.

D1.5 The Member is also obliged not to forward any product image that might violate the rights of third parties, in particular any trademark rights.

D2 **License to use product images**

D2.1 The Member herewith grants Trusted Shops the non-exclusive and non-conferrable right to use the forwarded images timewise and spatially without limitation and for the purposes stated in this agreement, in particular but not exclusively the reproduction of the product image in the evaluation form and in evaluation profiles. This expressly includes the following types of use: reproduction, publication, editing and distribution, in print, offline and online communication, mobile, push services, social media, as well as types of use, which will only become known in future insofar as these become necessary for providing the contractual duties.

D2.2 The Member shall grant Trusted Shops the aforementioned rights free of charge.

D3 **Indemnification in the case of using the review system in violation of the contract**

In the event of any violation of the rights of third parties through the culpable violation of duties according to subparagraph D1, the Member shall, against proof, indemnify Trusted Shops against all claims and damages claims arising therefrom which might be asserted against Trusted Shops, as well as against all costs of legal defense.

D4 **Display of Product Reviews**

The use of the collected product reviews is governed by the policy of the Trusted Shops Review System and use of reviews.

E Additional terms and conditions for the „Reputation Manager“ Service

In the event that the Member should use the service “Reputation Manager”, the regulations of this subparagraph apply in addition to the other terms and conditions of the Membership Agreement.

The Reputation Manager is an interface serving as an intermediary to other review platforms the Member might have registered and be operating profiles for their Website(s) in. The Digital Reputation Manager offers an easy way to manage reviews from all those platforms, as well as reviews from Trusted Shops’ own Review System in one place.

The Reputation Manager is a Trusted Shops Service. All other platforms, products and services, service providers as well as their respective brands and trademarks which may be supported and/or displayed in our tool are neither owned nor offered by Trusted Shops. Their use is subject to the terms, conditions, and any other contractual agreements concluded between you and the platform providers.

E1 **Additional duties when using the Reputation Manager**

E1.1 With regard to the use of the review system in general, sections C2 to C5 and sections D1 to D4 above apply to Members who use the Reputation Manager.

E1.2 In the event that the Member should make use of the option to forward URLs referring to review profiles on other platforms to Trusted Shops in order that Trusted Shops links them with the Member’s Reputation Manager profile, the Member undertakes and ensures Trusted Shops that he/she will exclusively forward links to such profiles of which the Member is the legitimate and authorized owner or representative. The Member must provide Trusted Shops with respective proof of this on the latter’s request within a reasonable period of time determined by Trusted Shops.

E1.3 The Member ensures that he/she is not in breach of contractual obligations towards other platform providers by using the Reputation Manager in any way whatsoever.

E1.4 Compulsory content in the review invite templates indicated as such may not be changed or removed.

E2 **Indemnification in the case of using the Reputation Manager in violation of the contract**

In the event of any violation of the rights of third parties through the culpable violation of the duties laid down in section E1, the Member shall, against proof, indemnify Trusted Shops against all claims and damages claims arising therefrom which might be asserted against Trusted Shops, as well as against all costs of legal defense.

E3 **Temporary deactivation of the review profile**

Trusted Shops reserves the right to deactivate the Member’s review profile in the Reputation Manager or certain functions thereof if it has reason to suspect any abuse, especially in the sense of E1.2, until the situation has been clarified, i.e. until the Member has provided proof dismissing said suspicion.

F Additional terms and conditions for the „Smart Review Assistant“

If the Member has booked the “Smart Review Assistant” service, the provisions of this subsection shall apply in addition to the remaining terms and conditions of the Membership Agreement.

F1 **Scope and description of Services**

F2 The Smart Review Assistant is an additional feature in the area of the eTrusted Control Center and allows the Member to respond to received reviews. By clicking on a button, the AI service generates a possible response to the received review, which can be published and if necessary adjusted by the Member. After clicking on the button, a summary of the review received is also generated and displayed in the Control Center.

F2.1 The feature is offered in different packages depending on the number of reviews expected to be received per contract year. The Member books the appropriate package according to the price list. If the number of reviews received per contract year is exceeded, the Member must switch to a larger package (“Upgrade”). Otherwise, the feature will be deactivated until the next contract year when the agreed number of reviews is reached. A downgrade to a smaller package is only possible with effect from the next contract year.

F2.2 Only responses to verified reviews of the last 12 months collected with the Trusted Shops review system for one (1) Website can be generated. Imported reviews are excluded from the feature. The number of responses generated must not exceed the number of reviews received, regardless of whether a response is published or not.

F2.3 The Member’s right to use the Smart Review Assistant via the frontend in the Control Center is limited to the term of the contract and is non-exclusive, non-sublicensable and non-transferable. In particular, the Member may not grant third parties access to the Smart Review Assistant. The Member is not entitled to copy, modify, decompile, create derivative works, or reverse engineer, disassemble, translate or otherwise attempt to change the source code of the Services or parts thereof. This only applies if such an activity is not

expressly permitted under sections 69d and 69e of the German Copyright Act (UrhG).

F2.4 The Member receives a non-exclusive, non-sublicensable and non-transferable right to use the generated answers limited to the term of the contract.

F2.5 The Smart Review Assistant is 99% available on a monthly average (excluding planned maintenance and improvements). Due to the execution of necessary maintenance and improvement work, it is possible that the Services or individual functionalities are temporarily unavailable.

F3 **Terms of payment and contract period**

F3.1 The price of the service depends on the number of reviews received per contract year. The agreed price list applies.

F3.2 In case of an upgrade, the adjusted usage fee shall be invoiced immediately on a pro rata temporis basis until the end of the current contract year. A2.3 TS-AMB applies.

F3.3 The Smart Review Assistant service can be booked individually as an additional option for one Website (shop), under one domain, in one language variant, with a focus on a target market.

F3.4 The term follows the term of the main contract. The option can be terminated individually with a notice period of 3 months to the end of the contract year. The availability of the additional packages depends on the selected main target market.

F3.5 The right to extraordinary termination without notice for good cause remains unaffected.

F4 **Obligations of the Member**

F4.1 The Member must meet the technical requirements for the use of the Smart Review Assistant provided by Trusted Shops at his own expense, in particular with regard to a sufficient Internet connection as well as the operating system and the browser.

F4.2 The automatically generated responses to reviews must be reviewed and confirmed by the Member before the content is published.

F4.3 In deviation from subparagraph A4.1, responses to positive reviews with at least 4 stars may be answered automatically by activating the function offered for this purpose. The Member is responsible to Trusted Shops for the use of this function and indemnifies Trusted Shops against all claims by third parties in connection with the use of the function.

F5 **Access Restriction**

F5.1 Trusted Shops is entitled to temporarily block access to the Smart Review Assistant if there are concrete indications that the Member has seriously or repeatedly violated legal regulations or these Terms of Use.

F5.2 When deciding on the blocking, Trusted Shops will take into account the legitimate interests of the Member concerned, in particular whether there are indications that the Member is not responsible for the violation. Trusted Shops will lift the block immediately as soon as the violation has ended.

G Additional terms and conditions for the „Sentiment Analysis“

If the Member has booked the “Sentimental Analysis” service, the provisions of this subsection shall apply in addition to the remaining terms and conditions of the Membership Agreement.

G1 **Scope and description of Services**

G1.1 The Sentiment Analysis feature provides aggregated qualitative review insights extracted from Customer Reviews using Artificial Intelligence Analysis and displayed in the Control Center.

G1.2 Member’s right to use the feature exists during the term of the Main Contract.

G1.3 The feature is provided for the analysis of reviews collected in the period of 365 days prior to the respective use. Trusted Shops reserves the right to change the available period at any time.

G2 **Terms of payment and contract period**

G2.1 The feature is offered in different packages depending on the number reviews expected to be received per contract year. The Member books the appropriate package according to the price list. Section A2.3 TS-AMB applies.

G2.2 At the end of each contract year a forecast for the number of reviews expected to be received in the following contract year will be made and, if this varies from the current contract year, both parties may request the Member switch to a larger package (“Upgrade”) or to a lower package (“Downgrade”) for the following contract year.

G2.3 The Sentiment Analysis service can be booked individually as an additional option for one Website (shop), under one domain, in one language variant, with a focus on a target market. The option can be terminated individually with a notice period of 3 months to the end of the contract year. The availability of the additional packages depends on the selected main target market. The right to extraordinary termination without notice for good cause remains unaffected.

G3 **Obligations of the Member**

G3.1 The Member may only use the Sentimental Analysis feature if an analysis of the reviews is permitted from a legal perspective. In particular it may not be used if data protection regulations or industry-specific standards prohibit an analysis of the reviews.

G3.2 In the event that the Member uses the feature and thereby violates applicable law, it indemnifies Trusted Shops on first demand against all claims made by third parties against Trusted Shops in connection with the unlawful analysis of reviews. Trusted Shops is entitled to take appropriate measures to defend its rights. Member’s obligation to indemnify Trusted Shops also includes reimbursement of the costs incurred by Trusted Shops in pursuing and defending legal action.

G3.3 The use of the feature is subject to the data protection agreement concluded between the Member and Trusted Shops. This can be in the form of a joint controller agreement in accordance with Art. 26 GDPR or in the form of a data processing agreement in accordance with Art. 28 GDPR.

G3.4 Member grants Trusted Shops and the companies affiliated with Trusted Shops in terms of section 15 of the German Stock Corporation Act (AktG) the exclusive, royalty-free, permanent and irrevocable right to use the results generated by the use of the feature for their own business purposes.

G3.5 The Member may only use the results generated by the use of the feature for internal purposes and must not publish, distribute or make them accessible to third parties in any way, directly or indirectly, in whole or in part, unless express permission is granted by Trusted Shops. Affiliated companies in terms of section 15 of the German Stock Corporation Act (AktG) are not third parties.

G4 **Controls and restrictions by Trusted Shops**

G4.1 Trusted Shops reserves the right to check at any time whether there is a breach of the obligations of this agreement and to block the use of the feature at its own discretion.

G4.2 The Member’s right to use the Sentiment Analysis feature via the frontend in the Control Center is non-exclusive, non-sublicensable and non-transferable. In particular, the Member is not entitled to copy, modify, decompile, create derivative works or reverse engineer, disassemble, translate or otherwise attempt to change the source code of the Services or parts thereof. This only applies if such an

activity is not expressly permitted under sections 69d and 69e of the German Copyright Act (UrhG).

H Additional terms and conditions for the #trstd Insights Service

If the member has booked the #trstd Insights service (hereinafter also referred to as the "Feature"), the provisions of this subsection shall apply in addition to the remaining terms and conditions of the Membership Agreement (hereinafter "MA"). The provisions of the MA remain unaffected and continue to form an integral part of the contract in full.

H1 Scope and description of Services

H1.1 #trstd Insights is an AI-supported analytics feature integrated into the Control Center. It automatically processes customer reviews into structured analysis results in order to make recurring topics, trends, and strategic courses of action visible. The specific insight categories provided and their respective scope of functionality are set out in the applicable service description in its current version.

H1.2 The analyses are based exclusively on the review data available to the member. Their informative value and quality depend significantly on the scope, quality, and representativeness of this data.

H1.3 Processing is carried out automatically on the basis of statistical and AI-based methods. No manual review of individual results is performed.

H1.4 The member's right to use #trstd Insights exists for the duration of the main contract, provided that the Feature has been booked and has not been terminated.

H1.5 #trstd Insights is provided for the analysis of reviews collected within a period of generally up to 365 days prior to the respective use. For trend analyses, shorter analysis periods - typically 90 days - may be used. Trusted Shops reserves the right to adjust the underlying analysis periods at any time.

H1.6 The Service Level Agreement applies to the availability of #trstd Insights. Periods of scheduled maintenance and disruptions outside Trusted Shops' sphere of influence are excluded from the calculation of availability. This includes, in particular, actions by third parties, technical conditions of the internet beyond Trusted Shops' control, and events of force majeure. Where possible, Trusted Shops will inform members of scheduled maintenance in good time and will carry it out during periods of low usage.

H1.7 Trusted Shops is entitled to modify or further develop the Feature at any time for objective reasons, in particular to adapt to a changed technical environment, an increased number of users, to improve functionality or security, or for other important operational or technical reasons. No additional costs shall arise for the member as a result. Trusted Shops will inform the member of material changes in an appropriate manner in good time.

H2 Booking and Contract Term

H2.1 #trstd Insights can be booked as a paid add-on to the MA.

H2.2 #trstd Insights can be booked for a single online presence (shop) at a time. The prices valid at the time of booking as set out in the price list shall apply. Clause A2.3 of the MA applies.

H2.3 #trstd Insights may be terminated with three months' notice to the end of the respective contract year, unless otherwise agreed. The right to extraordinary termination without notice for good cause remains unaffected.

H3 Handling of AI-Generated Content

H3.1 #trstd Insights generates content automatically on the basis of AI-supported models. Content may be incomplete, inaccurate, outdated, or biased. The generated content serves exclusively to support analysis and does not replace individual professional advice.

H3.2 No guarantee is given for the substantive accuracy, completeness, economic success, or suitability for a particular purpose.

H3.3 The liability provisions and liability limitations set out in clause A5 of the MA remain unaffected.

H4 Right of Use

The services of Trusted Shops are legally protected. The member's right to use #trstd Insights via the frontend in the Control Center is non-exclusive, non-sublicensable, and non-transferable. In particular, the member may not grant third parties access to #trstd Insights. The member is not entitled to copy, modify, decompile, create derivative works from, reverse engineer, disassemble, translate, or otherwise attempt to alter the source code of the services or any part thereof. This applies only insofar as such activities are not expressly permitted under sections 69d and 69e of the German Copyright Act (UrhG).

H5 Obligations When Using the Feature

H5.1 The member shall, at its own expense, provide the technical requirements necessary for the use of #trstd Insights and shall ensure that transmitted data does not contain viruses, malware, or harmful scripts. Circumventing platform functions, actions that impair the proper functioning of the Feature, and unauthorized access to third-party content are prohibited. This includes, in particular, denial-of-service attacks and unauthorized script manipulation.

H5.2 The member may use #trstd Insights only insofar as the analysis is legally permissible. In particular, the Feature may not be used if data protection regulations or industry-specific standards prohibit an analysis of the reviews.

H5.3 If the member uses the Feature and thereby violates applicable law, it shall indemnify Trusted Shops, upon first demand, against all third-party claims asserted against Trusted Shops in connection with the unlawful analysis of reviews. Trusted Shops is entitled to take appropriate measures itself to defend against third-party claims or to protect its rights. The indemnification also includes reimbursement of the costs incurred by Trusted Shops for legal prosecution and defense.

H5.4 If a review text to be analyzed contains personal data, use of the Feature shall be subject to the data protection agreement concluded between the member and Trusted Shops. This may be structured as an agreement on joint controllership pursuant to Art. 26 GDPR or as a data processing agreement pursuant to Art. 28 GDPR.

H5.5 The member grants Trusted Shops and the companies affiliated with Trusted Shops within the meaning of section 15 of the German Stock Corporation Act (AktG) the exclusive, royalty-free, perpetual, and irrevocable right to use the results generated through the use of the Feature for their own business purposes.

H5.6 The member undertakes to use the results generated through the use of the Feature solely for internal purposes and not to publish, distribute, or otherwise make them accessible to third parties, directly or indirectly, in whole or in part, in any manner whatsoever, unless express permission is granted by Trusted Shops. Affiliated companies within the meaning of section 15 AktG are not considered third parties.

H6 Controls and Restrictions by Trusted Shops

H6.1 Trusted Shops is entitled to temporarily block access to #trstd Insights if there are concrete indications that the member has seriously or repeatedly violated statutory provisions or these terms of use.

H6.2 When deciding on a suspension, Trusted Shops shall take into account the legitimate interests of the affected member, in particular whether there are indications that the member is not at fault for the violation. Trusted Shops shall lift the suspension without undue delay once the violation has been remedied.

Agreement pursuant to Article 26 (1) the General Data Protection Regulation (GDPR)

between

Trusted Shops SE

Subbelrather Str. 15c

50823 Köln (Cologne), Germany

-hereinafter referred to as "**Trusted Shops**"-

and

the **Member** or **User** specified in the Membership or User Agreement.

- hereinafter also referred to individually as "**Party**" and collectively as "**Parties**". The term Member shall hereinafter also mean any user of the Experience Feedback Platform -

§ 1 Subject matter of the agreement

(1) Trusted Shops offers various trust services for companies. In this context, personal data is processed under the joint controllership of the Parties. If Member does not act as a single controller but involves other controllers in the processing activities covered by this agreement, Member shall inform Trusted Shops of these other controllers so that they can join this agreement.
(2) The respective rights and obligations of the Parties under the GDPR, as well as the specified purposes and means of processing, are governed by this Agreement on the Joint Controllership pursuant to Article 26 GDPR (hereinafter referred to as “the Agreement”).

§ 2 - Description of data processing and responsibility

(1) The details of the purpose, nature and scope of the data processing are set out in the agreement in Appendix I and in specific provisions in this Agreement.
(2) The individual processing activities over which there is joint controllership of the Parties are precisely identified and allocated to the respective area of responsibility in Appendix I to this Agreement. Wherever the individual responsibilities are not specifically regulated, for the avoidance of doubt, both Parties will be equally responsible for the respective data processing.

§ 3 - Implementation of data subject rights and information obligations

(1) Data subject enquiries concerning this joint controllership should be directed to Trusted Shops if possible. Notwithstanding this, data subjects may address their enquiries to both parties in order to exercise the data subject rights to which they are entitled.
(2) The Parties are obliged to forward the requests addressed to them to the respective other Party insofar as this is necessary for the proper processing of the enquiry of the person concerned. This does not apply if the forwarding of this information is not permitted under data protection or professional law, in particular because the person concerned explicitly does not wish it to be forwarded. To this end, the Parties shall provide each other with contact addresses and notify each other of any changes in text form. The contact address of Trusted Shops can be found in Appendix I to this Agreement and is accessible at any time under https://www.trustedshops.de/impressum-datenschutz/#kontaktmoeglichkeiten-und-rechte. Both Parties undertake to provide the information to the data subject independently.
(3) The Parties may specify in Appendix I to this Agreement the primary responsibilities for fulfilling the information obligations under Articles 13 and 14 GDPR. Each Party is obliged to implement the information obligations arising from Articles 13 and 14 GDPR and Article 26 (2) GDPR vis-à-vis the data subjects. The Parties shall ensure that this information is accessible via the Internet and provide each other with the Internet addresses at which the respective information can be accessed.

(4) The Parties shall provide, free of charge, the data subject with the necessary data and information in a concise, transparent, intelligible and easily accessible form, using clear and plain language.

§ 4 - Erasure requests by data subjects

(1) In the event of erasure requests by data subjects, the Parties shall inform each other thereof. The erasure request has to be complied with in accordance with the requirements of Section 3 of this Agreement, provided that there are no legitimate reasons to oppose the erasure process. Legitimate reasons may, for example, lie in statutory data retention obligations of the respective Party.
(2) The erasure of personal data must be documented by the Parties.
(3) Obligations arising from Article 17 (2) GDPR must be fulfilled independently by the respective Party that has made personal data public. If the Parties have jointly made personal data public on websites operated by Trusted Shops, Trusted Shops is responsible for fulfilling the obligations arising from Article 17(2) GDPR.

§ 5 - Data security and data protection principles

(1) The Parties mutually undertake to comply with the technical and organisational measures required in each case in accordance with Article 32 GDPR, insofar as this relates to the processing of personal data for which there is joint controllership within the meaning of Article 26 GDPR.
(2) The data protection principles laid down in Article 5 GDPR must be complied with by the Parties; in particular, the Parties undertake to process data lawfully within this Agreement.
(3) The Parties agree that both Parties shall take the necessary technical and organisational measures for their respective areas. Trusted Shops' technical and organisational measures can be accessed at any time via the following link: https://help.etrusted.com/hc/en-gb/articles/360021040178.The User is required to adopt technical and organisational measures within its own area of responsibility, and to disclose these to Trusted Shops on request.
(4) In the event of irregularities and errors in the data processing under this Agreement, the Parties shall inform each other and assist each other in rectifying them. This also applies to violations of provisions of this Agreement.

§ 6 - Data protection breaches

(1) In the event of a personal data breach within the meaning of Article 4 No. 12 GDPR (hereinafter referred to as "Data Protection Breaches") under this Agreement, the Parties shall notify each other without undue delay after becoming aware of the Data Protection Breach. The notification has to be made in text form. They shall provide each other with all the information necessary to investigate, remedy and assess the risk of the Data Protection Breach.
(2) Both Parties are responsible for processing and reviewing a Data Protection Breach. They undertake to provide mutual support and to comply with any notification obligations in accordance with Articles 33 and 34 GDPR immediately. The Parties' obligations to cooperate under Paragraph 1 must be within the bounds of what is reasonable and necessary.
(3) Data Protection Breaches and their processing must be documented by the Parties.

§ 7 - Documentation Duties

(1) The Parties undertake to independently comply with the documentation obligations contained in the GDPR. This applies, in particular, to the keeping of the register of processing activities in accordance with Article 30 GDPR. The Parties shall provide each other with the information necessary for the maintenance of the register in an appropriate form.
(2) The Parties shall support each other with regard to all other documentation obligations, in particular, those arising from Articles 32 to 36 GDPR.

§ 8 - Cooperation with data protection supervisory authorities

(1) The Parties undertake to inform each other without undue delay in the event of enquiries from a data protection supervisory authority concerning processing activities covered by this Agreement.
(2) Enquiries from the data protection supervisory authority will be processed jointly by the Parties unless otherwise agreed in individual cases.
(3) Formal enquiries about this Agreement shall – as far as possible – be handled by Trusted Shops. User forwards enquiries to Trusted Shops without being requested to do so, provided that the enquiry is directed to the User.
(4) Necessary information, access and inspection rights shall - within the framework of their statutory powers - be granted to data protection supervisory authorities by the Parties.
(5) This is without prejudice to the Parties' right to seek legal remedy.

§ 9 - Processor

(1) Processors in the sense of Article 4 No. 8 GDPR may be commissioned under this Agreement by each Party without the prior consent of the other Party.
(2) In the event of a commission such as described in Section 9 (1), the commissioning Party shall provide the other Party with all necessary information. The data processing agreement (DPA) must comply with the requirements of Articles 28 and 29 GDPR.
(3) Should a processor be commissioned outside the EU/EEA, the commissioning party shall implement appropriate technical, organisational and contractual measures to ensure that the personal data is processed exclusively within the EU/EEA and, prior to the transfer of personal data to the third country, provide guarantees in accordance with Art. 44 et seq. of the GDPR for an adequate level of data protection to the other party and document this in writing in the contract for the commissioned processing. The other party has the right to object after reviewing the guarantees. In the event of an objection, the parties shall examine whether another appropriate safeguard comes into question. If no other appropriate safeguard comes into question, consent pursuant to Art. 49 (1) a of the GDPR shall be obtained by the user for the transfer of personal data to a third country.
(4) Upon conclusion of a DPA, the concluding Party shall, upon request, provide the respectively other Party with a copy of the DPA.
(5) Trusted Shops publishes the used processors under https://help.etrusted.com/hc/en-gb/articles/360021040178-Technical-and-organisational-measures.

§ 10 - Liability

(1) The Parties are liable for their respective obligations towards the data subject in accordance with the statutory provisions.
(2) With regard to their internal relationship, the liability of the Parties is determined by their respective area of responsibility, without prejudice to the provisions of this Agreement and any other liability distribution agreements of the Parties. Where both Parties are responsible for an area of data processing, liability for damages is determined in accordance with Section 426 of the German Civil Code (BGB) Article 82 (4) and (5) GDPR.

§ 11 - Final Provisions

(1) This Agreement is an integral part of the Main Contract and is effectively concluded upon the conclusion of the Main Contract. Regarding the term and termination of this Agreement, the provisions of the Main Contract apply. Should there be any inconsistencies with regard to data protection provisions between this Agreement and other agreements between the Parties, in particular the Main Contract, the provisions of this Agreement will prevail.
(2) Should any provision of this Agreement be or become invalid or contain loopholes, this will not affect the validity of the remaining provisions. The Parties shall undertake to replace the invalid provision with another, valid provision that comes as close as possible to the purpose of the invalid provision and meets the economic requirements as well as the requirements of data protection law.
(3) German law applies.

Appendix I - Description of the cooperation

Both Parties jointly determine the purposes and means for certain data processing within the context of the Trusted Shops services which constitutes their joint controllership under data protection law in the sense of Article 26 GDPR, at least for certain data processing operations or parts thereof. The following appendix describes the cooperation between the Parties and the distribution of responsibilities between them. Joint controllership is only in place if and to the extent that the Parties have entered into the respective agreements of the main contract required for the described data processing activities, or the described product is used by the User. The Parties are free to process personal data obtained in the context of joint controllership for further purposes of their own, provided that this is permissible under the applicable data protection regulations and the data subjects are informed of this by the respective Party.

Where the User is responsible for information obligations in accordance with Article 13 GDPR within the scope of the data processing activities described below, it must refer to the Trusted Shops privacy policy on an appropriate spot. The privacy policy is available at the following link:
http://www.trustedshops.eu/consumer-membership-terms-eu-en

Trusted Shops also provides additional information in its Help Centre. Among others, it contains a table of responsibilities and competences with the help of which the User can inform the data subjects about the essential contents of this Agreement pursuant to Article 26 (2) GDPR. Furthermore, there are non-binding working aids for the documentation of the balancing of interests mentioned in this Agreement.

The following processing activities are carried out by service providers with whom Trusted Shops has concluded a DPA. Where a third country transfer takes place, Trusted Shops is responsible for providing the appropriate legal framework, i.e. in particular, ensuring the existence of appropriate safeguards in the absence of an adequacy decision or an exemption pursuant to Article 49 GDPR. Trusted Shops will inform the User of any third country transfer that takes place within the scope of the joint controllership, so that the User can comply with information obligations it has towards data subjects.

Trusted Shops carries out monitoring and logging as part of all the listed processing activities to ensure system stability. In some cases, processors, also from the USA and other third countries, are used. The legal basis is Art. 6 para. 1 p. 1 lit. f GDPR. Trusted Shops carries out the necessary balancing of interests and is responsible for all documentation obligations. The user must inform the data subjects about the processing.

In the event that it is necessary to contact Trusted Shops, this should be done by e-mail to privacy@trustedshops.com.

1. Trustbadge and Widgets

1.1 Display of the widget

Data categories: Access data (IP address, time of access, etc.)

Trusted Shops provides various widgets (e.g., the Trustbadge) for the respective online presence of the User, and is solely responsible for their content and the data processing associated with them. The User's information obligations depend on the purpose for which the respective widget is integrated into the User's online presence.

The integration of the widget into the online presence enables the display of authentic customer reviews and, in the case of the Trustbadge, also the collection of customer reviews. The User is responsible for the display of the widget in the online presence. Its integration enables the display of the Trusted Shops Trustmark, the collection of reviews and the display of Trusted Shops services for buyers. The User must provide information on the integration of the Trustbadge in its privacy notices. The responsibility for securing the legal basis for this as well as for all associated information obligations rests with the User. Insofar as User invokes Article 6 (1) (f) GDPR as the legal basis for the data processing, it is responsible for documenting the legal basis and for carrying out the weighing of interests. Insofar as the User invokes Article 6 (1) (a) GDPR as the legal basis, it is responsible for documenting the legal basis and ensuring that it collects users' consent and can prove such consent. Trusted Shops will inform the User in case integrating the Trustbadge entails processing activities for which the data subjects' consent must be obtained, e.g. setting cookies.

When retrieving the Trustbadge, anonymous visitor server log files are stored. The data stored in particular includes the anonymised IP address, date and time of the visit, and the referrer. This serves the purpose of ensuring the proper functioning of the website and recording any unusual occurrences. The legal basis for creating and storing the log files is Article 6 (1) (f) GDPR. The User must provide information about the legal basis; Trusted Shops is responsible for documenting the weighing of interests.

Important information can be found in the following resources:

- Data protection guideline – displaying the Trusted Shops Widgets
- Data protection guideline – Information about cookies
- Data protection guideline - #trstd login integration – eTrusted
- Trustbadge documentation for online retailers

1.2 A/B tests

Data categories: Access data (IP address, time of access, etc.)
Trusted Shops occasionally conducts A/B tests to analyse user behaviour in the User's online presence based on different variants of the widgets. For this purpose, it is necessary to set a cookie or store information in the user's local storage. Trusted Shops will inform the User in good time before the A/B test is carried out. The User has the option to object to the A/B test for its online presence. The parties shall agree on an appropriate legal basis before conducting the A/B test. The User is responsible for informing the user of the legal basis and, if necessary, for obtaining and documenting their consent.

2. Offering the Trusted Shops Buyer Protection services

The processing activities required for offering the Trusted Shops Buyer Protection services partly fall under the joint controllership of Trusted Shops and the User. These processing activities are described in the Agreement. Trusted Shops and the User are separately responsible for processing activities related to the Buyer Protection Services that are not listed in this Agreement unless otherwise specified by the nature of the data processing. In such a case, the Agreement must be amended include such processing. Insofar as joint controllership arises from the nature of the processing, it is subject to this agreement.

2.1 Recognition of registered Trusted Shops Buyer Protection Service customers

Data categories: Hash value of the email address, transaction number, time of order, purchase amount

When integrating the Trustbadge, a hash value of the email address used by a buyer to make a purchase in the User's shop is transmitted to Trusted Shops after the order has been completed in order to check whether the buyer is already registered for the Trusted Shops Buyer Protection Services. Due to the contractual relationship between the Trusted Shops Buyer Protection Service customer and Trusted Shops, this verification is necessary in order to automatically enable the contractual services for orders placed on third-party websites. The hash value is collected through a DIV query. This leads to the Trustbadge accessing information stored in the purchaser's device, so that there is a consent requirement for this access in accordance with the ePrivacy directive and/or the respective local regulation. The user must ensure that consent for this access is obtained in accordance with the locally applicable ePrivacy regulation before any access takes place. Alternatively the user may integrate the Trustbadge in a way which may not require the user's consent due to local regulations. Trusted Shops offers integration options for this purpose. Information on this can be found in the Help Centre in the Data protection guideline – recognition of registered Trusted Shops customers.

The data collected consists of the buyer's order data, and is automatically deleted after verification. Article 6 (1) (f) GDPR constitutes the legal basis for the collection of the order data. The User must inform data subjects of the legal basis, whereas Trusted Shops is responsible for documenting the weighing of interests. Alternatively, the User may choose to base the processing on Article 6 (1) (a) GDPR; in this case, the User is responsible for fulfilling all obligations associated therewith under data protection law.

If the verification process determines that the buyer is already registered for the Buyer Protection Services, the order data necessary for activating the buyer protection for the purchase, i.e. for Trusted Shops fulfilling its contractual obligations under the contract it has with the buyer, is transmitted to Trusted Shops in accordance with Article 6 (1) (b) GDPR. The User shall comply with the information obligations under the GDPR (in particular under Article 13 GDPR). Trusted Shops also confirms the conclusion of the buyer protection by displaying the Trustcard in the checkout and sending an automatic email, and provides further information to the data subject.

2.2 Initial registration for the Buyer Protection Service by clicking on the Trustcard

Data categories: email address, transaction number, time of order, purchase amount, buyer protection product (Basic/Plus)

If the verification process described under Section 2.1 determines that the buyer has not yet registered for the Trusted Shops Buyer Protection Service, the buyer has the possibility to do so via the so-called Trustcard which is integrated into the User's online presence as part of the Trustbadge. By signing up for the Buyer Protection Service, the order data and the email address are transmitted to Trusted Shops for the purpose of setting up the Buyer Protection Account and securing the online purchase. Both the User and Trusted Shops are joint controllers in terms of this data transmission. The transmission of order data for the purpose of registering for the Buyer Protection Services, i.e. for Trusted Shops fulfilling its contractual obligations under the contract with the buyer, is based on Article 6 (1) (b) GDPR. Trusted Shops shall comply with the respective information obligations.

3. Evaluation invitations, evaluation submission and evaluation profile

Insofar as the User uses the Trusted Shops review system within the context of this Agreement, the following provisions apply. The User shall invariably be responsible for fulfilling the information obligations under Article 13 GDPR with regards to the dispatch of review invites.

Trusted Shops may use data transmitted by the user in the context of publishing a submitted rating, provided that there is a legal basis for this. The publication of the (abbreviated) name of a reviewer is based on the terms of use for the Trusted Shops feedback platform pursuant to Art. 6 (1) sentence 1 lit. b GDPR.

3.1. Collection of email addresses and sending of review invites

a) Sending review invites to Trusted Shops Buyer Protection Service customers

Data categories: email address, transaction number, time of order, product purchased (if provided), first name, surname and title (if provided)

Regarding the dispatch of review invites to Trusted Shops Buyer Protection Service customers, Trusted Shops and the User are joint controllers. Provided that the User integrates the Trustbadge, it must inform customers that their order data (email address, order number, order time) will be forwarded to Trusted Shops after placing their order for the purpose of receiving review invites. This is the only way to assign the reviews to a particular order. If the buyer is registered for the Trusted Shops services, the legal basis for this data transfer is the fulfilment of Trusted Shops' contractual obligations under its contract with the buyer in accordance with Article 6 (1) (b) GDPR. The review invites are sent on the basis of the contractual relationship between the Trusted Shops Buyer Protection Service customer and Trusted Shops in accordance with Article 6 (1) (b) GDPR. Trusted Shops is responsible for sending out the review invites, whereas the User may decide on the time of sending.

b) Sending review invites to non-buyer protection customers

Data categories: email address, transaction number, time of order, product purchased (if provided), first name, surname and title (if provided) and further optional data provided by the user

When using the Review Collector, the events API or AutoCollection, review invites are sent to buyers who are not registered for the Trusted Shops Buyer Protection Services. The User and Trusted Shops are joint controllers in terms of the respective data processing. The legal basis for the collection of email addresses and the

sending of review invites is Article 6 (1) (a) GDPR. Collecting the necessary data for the purpose of sending review invites is the responsibility of the User who is solely responsible for obtaining the necessary consent from the data subject, and for all other obligations associated herewith. The User has to particularly inform its customers of the transmission of the necessary order data to Trusted Shops. Insofar as consent is not obtained for such data transmission, the User must ensure that an appropriate legal basis is provided and document it. Trusted Shops is responsible for sending out the review invites, whereas the User may decide on the time of sending.

c) Sending review invites using the Trustcard

Data categories: email address, transaction number, time of order, product purchased (if provided), first name, surname and title (if provided)
In case the User has integrated the Trustbadge but does not offer buyer protection, the buyer may, after checkout, be offered to consent to receiving review invites. If the buyer consents to receiving review invites, Trusted Shops and the User are joint controllers in terms of sending the review invites. Sending of the review invite and obtaining consent is the responsibility of Trusted Shops, whereas the User may co-determine the time of sending. Trusted Shops Buyer Protection Service customers receive the review invite even if the User does not offer Buyer Protection itself. The User's responsibilities correspond with the ones laid down in Subsection a). With regard to the recognition of registered Buyer Protection Service Customers, Clause 2.1 of this Agreement shall apply accordingly.

d) The User sends out review invitations using the Trusted Shops API.

Data categories: email address, transaction number, time of order, product purchased (if provided), first name, name and title (if provided)
By using the API, the User sends out review invites using a unique link that is created by Trusted Shops with the help of the order data submitted by the User. The User is required to ensure the legal basis for the respective data transfer to Trusted Shops, and is responsible for the fulfilment of all information obligations in this context. Trusted Shops carries out the data processing on the basis of Article 6 (1) (f) GDPR.

e) Use of the Reputation Manager

Data categories: As per points a – d of this paragraph

Insofar as it uses the Trusted Shops Reputation Manager to send review invites that contain links referring to third-party platforms, the User shall be responsible for fulfilling the required information obligations vis-à-vis data subjects. The provisions of this Agreement, in particular the ones contained in Subsections a) – d) of this section, additionally apply to the dispatch of review invite that is based on them.

3.2. Review submission

Data categories: Access data (IP address, time of access, etc.), e-mail address, name (if provided), place (if provided), submitted rating (text and stars), transaction number, product purchased (if provided), uploaded photo (if provided)

Trusted Shops is responsible for operating the review platform (in particular, the Control Centre, feedback forms, review forms or other types of forms) on which a data subject submits his/her review. Collecting and publishing the reviews falls under the joint controllership of Trusted Shops the User. Trusted Shops is responsible for providing the legal basis for the data processing and for fulfilling all information obligations in this context. This also concerns other processing activities carried out on the platform, such as tracking. As a general rule, Trusted Shops is solely responsible for tracking. Tracking falls under the joint controllership of Trusted Shops and the User insofar as tracking data is shared with the User. Trusted Shops is responsible for complying with Article 26 (2) GDPR.

Raters have the option of attaching photos to their review. To prevent offensive content or people from being visible on uploaded images, each image is analysed by AWS Rekognition before publication. The legal basis is Article 6 (1) (f) GDPR.

If the User comments on submitted reviews, or contacts the reviewer in any other way, in particular, via the Trusted Shops systems, the User is obliged under this Agreement to ensure that there is a legal basis for its actions. Trusted Shops is entitled to delete comments if the data subject concerned requests erasure and / or the User cannot provide the legal basis.

3.3. Blocklisting of email addresses

Data category: email address

As far as a data subject does not wish to receive review invites, he/she has the possibility to withdraw his/her consent vis-à-vis the User. Such withdrawal of consent only applies to review invites related to the individual User in question. Therefore, it is also possible for the data subject to unsubscribe from all review invitations by clicking on the unsubscribe link in the footer of the review invite emails, or by sending an email to Trusted Shops. Trusted Shops will then put the data subject's email address on a blocklist so that no more review invites - regardless of the User to whom they refer - are sent out. Trusted Shops is solely responsible for the blocklist which, however, has an impact on processing activities that are subject to the joint controllership.

In addition, data subjects can use the unsubscribe link in the footer of the review invite to unsubscribe from further review invites related to the channel (e.g. the shop in which the data subject has made a purchase) for which the review invite was sent.

3.4. Google integration

Data category: Submitted rating (text and stars),

If a member chooses to display collected reviews on their own Google company profile (Google integration), collected reviews are transmitted to the member's Google Merchant Center on a daily basis. Google does not receive any personal data, only the rating text and the associated star rating. However, it is possible that the reviewer publishes personal data in the review text, so that Google receives personal data in these cases. The legal basis for the processing is Art. 6 (1) p. 1 lit. b GDPR as the use of the review text is based on the terms of use.

4. Control Centre

4.1 General functions

Data categories: Access data (IP address, time of access, etc.), e-mail address, name (if provided), place (if provided), submitted rating (text and stars), transaction number, product purchased (if provided).

Trusted Shops provides the User with various information via the Control Centre that is either personal or based on the processing of personal data. This includes, in particular, the analytics data described in Section 3.2 of this Appendix for the sending and receipt of review invites, the management of submitted review in the form of commenting on reviews or reporting reviews, as well as the configuration options for the sending of review invites and the publication time of reviews.

If the User wishes to establish links between the Trusted Shops systems and its own systems or systems managed by the User (in particular, CRM or ticket systems), the User shall be responsible in this respect for all obligations arising from the GDPR within the scope of its joint controllership with Trusted Shops. In particular, it must ensure that all necessary data protection agreements are in place when it makes use of a third-party provider (e.g., for data processing), and that the necessary conditions for personal data transfers to a third country are met.

4.2. Smart Review Assistant

Data categories: submitted rating (text and stars)

Trusted Shops optionally provides the user with an AI-supported system to comment on reviews received. The system analyses the review comment and suggests a reply comment to the user, which the user can then

release for publication. The service provider does not receive any personal data, only the rating text and the associated star rating. However, it is possible that the reviewer publishes personal data in the review text, so that the service provider receives personal data in these cases. The legal basis for the analysis of the rating comment is Art. 6 para. 1 p. 1 lit. f GDPR. The user is obliged to carry out the balancing of interests and to inform the data subjects in accordance with Art. 13 GDPR. Trusted Shops is responsible for the technical implementation and associated obligations arising from the GDPR.

4.3 Sentiment Analysis

Data categories: submitted rating (text and stars)

Trusted Shops optionally provides the user with an AI-supported system to get aggregated qualitative review insights. The service provider does not receive any personal data, only the rating text and the associated star rating. However, it is possible that the reviewer publishes personal data in the review text, so that the service provider receives personal data in these cases. The legal basis for the analysis of the rating comment is Art. 6 (1) lit. f GDPR. The user is obliged to carry out the balancing of interests and to inform the data subjects in accordance with Art. 13 GDPR. Trusted Shops is responsible for the technical implementation and associated obligations arising from the GDPR.

4.4. #trstd Insights

Categories of data: Submitted review (text and star rating)

Trusted Shops optionally provides the user with an AI-based analysis tool that enables the analysis and interpretation of review data at the level of textual content in order to generate insights such as trends, forecasts, or recommendations for action. As a rule, the service provider does not receive any personal data, but only the review text and the star rating. However, it is possible that the reviewer publishes personal data in the review text, so that the service provider receives personal data in these cases. The user is responsible for the accuracy and lawfulness of the data collected and analyzed through #trstd insights. Processing is carried out for the purpose of analyzing review content pursuant to Article 6(1) sentence 1 lit. f GDPR. The user is obliged to independently carry out and document the required balancing of interests for its processing purpose. The user is responsible for informing the data subjects in accordance with Article 13 GDPR. Trusted Shops is responsible for the technical operation of the tool and the associated data protection obligations.

5. Integration of the #trstd Login

Categories of data: Access data (IP address, time of access, etc.);
Registration data (email address, first and last name, profile picture, trstd secret (name, color, date));
where available and enabled: usage data (purchased products, personal characteristics (e.g. age, shoe and clothing size), personal interests (e.g. sports practiced, information about pets), personal preferences (e.g. favorite brand)); address data (name, postal address).

If the user has integrated the #trstd login into its online presence, the following provisions shall apply:

The presentation of the #trstd login in the online presence is the responsibility of the user. The integration enables registration with and login to Trusted Shops. The user is obliged to inform users about the integration of the #trstd login in its data protection notices. The user is responsible for ensuring an appropriate legal basis and for complying with all related information obligations. Where Article 6(1) sentence 1 lit. f GDPR is relied upon as the legal basis, the user is responsible for documenting the legal basis and for carrying out a balancing of interests. Where Article 6(1) sentence 1 lit. a GDPR is used as the legal basis, the user is responsible for documenting the legal basis and for ensuring that consent can be demonstrated.

When accessing the #trstd login, anonymous server log files of website visitors are stored. In particular, storage includes the anonymized IP address, the date and time of the visit, and the referrer. This serves the purpose of ensuring the smooth operation of the website and detecting irregularities. The legal basis for the creation and

storage of the log files is Article 6(1) lit. f GDPR. The user must provide information on the legal basis; Trusted Shops is responsible for documenting the balancing of interests.

The processing of personal data that takes place during and after the login of the data subject is the responsibility of Trusted Shops, including compliance with all requirements of the GDPR. In particular, Trusted Shops is responsible for fulfilling the information obligations towards data subjects and for selecting an appropriate legal basis for the processing.

Due to the continuous expansion of processing activities in connection with the #trstd login, the parties expressly agree that Trusted Shops may, at its own discretion, decide which processing activities are added and which legal basis is selected in each case. The user may review the processing activities at any time by consulting the current data protection notices and may request the necessary documentation from Trusted Shops, such as documented balancing of interests.

Important information can be found in the following resources:

- Data protection guideline – displaying the Trusted Shops Widgets
- Data protection guideline – Information about cookies
- Data protection guideline - #trstd login integration – eTrusted

Our services (TS-LV)

The offers are aimed exclusively at businesses.

Unless otherwise agreed, review, Trustmark and guarantee services are in principle performed for one (1) online presence (shop) owned by the member, under one domain, in one language version and aimed at a specific target market. For the performance of services for further online presences (e.g. further language version, further domain), further service packages must be acquired for each domain (booked certificates). All services will be performed in the language chosen for the respective target market.

Do you want to get even more out of your Trusted Shops membership? Then book our optional additional services. Each additional service can be booked individually for one online presence (shop), under one domain, in one language version and aimed at a specific target market. The availability of each optional additional package depends on the main target market of the online presence for which the additional service is to be booked. The available options for your online presence can be viewed in the Trusted Shops Online System and can be booked via the Upgrade Centre.

I. Service package per domain (booked certificate)

1. Trustbadge®

The Trustbadge® is the technology to offer your customers all services in one place. It is always in your visitors' field of vision and depending on your membership status displays your Trustmark, your grade and your rating stars. Take the opportunity to qualify for the Trusted Shops Trustmark to benefit from the additional security that Trusted Shops offers your customers with buyer protection. Once successfully certified, you can also display the Trusted Shops Trustmark via the Trustbadge®.

The easy-to-integrate Trustbadge® is updated once daily and automatically transferred to your shop. That means that after the simple, one-time only integration, no more technical effort is required on your part.

By clicking on the Trustbadge®, the customer is directed to the detailed shop review profile saved by Trusted Shops (the SEO-optimised company profile) (average rating, individual ratings, number of ratings and customer reviews).

2. Trusted Shops Customer reviews

a) Collect and show real service reviews

Verifiable positive ratings and customer reviews are an important indication of an online shop's trustworthiness for online shoppers.

The rating system provided in the agreed language includes the following functions:

- Online shop customers have the option of rating the shop based on at least one of the three predefined criteria which are customer service, delivery and product using a form provided by Trusted Shops (hereinafter referred to as "rating"). Rating stars on a scale of 1 to 5 can be awarded for each criterion, with 5 stars being the best.
- If you offer services via your online presence the 1-category-system is at your disposal. You customer can rate your online-presence according to the criterion “service”. When offering goods you can benefit from our 3-category-system. The use of the 1-categorie-system will not be possible in this case. If you want to use the 1-category-system first and later on offer goods as well you will have to change to the 3-category-system. All collected ratings will be reset. The same applies accordingly to a change from the 3-category-system to the 1-category-system.
- Collection of customer reviews (comments) using an online form provided by Trusted Shops.

The ratings and customer reviews (jointly “ratings”) are permanently stored and can be viewed by the online shop and Trusted Shops employees in a secure area of the online system (eTrusted platform). You have the option of downloading the reviews, analysing them and using them for advertising purposes. Please note the terms of use for reviews during and after the contract period.

b) SEO-optimized business profile (review profile)

Your customers reviews can be seen on your Trusted Shops review profile. Not only is this Search Engine Optimised (SEO) but its responsive design means it looks great on mobile and tablet too.

The review profile includes a summary of the ratings submitted in the last 12 months. An overall rating is calculated from all the ratings submitted during the last 12 months. Each of the criteria is included in the overall rating, weighted according to the number of ratings submitted. The rating profile specifies the star rating which the shop has achieved on the five-star rating scale based on the weighted average.

An average rating is calculated as follows:

Five-star scale	Overall rating
5 to 4.5	Excellent
< 4.5 to 3.5	Good
< 3.5 to 2.5	Fair
< 2.5 to 1.5	Poor
< 1.5 to 0	Very poor

c) Mobile app

Read, comment and manage your reviews while on the go by using our Mobile App (iOS/Android).

d) Number of ratings per month

There are no restrictions on the number of ratings! It is important for you to be able to receive as much feedback and as many opinions as possible.

e) Comment on reviews

You will be notified of new reviews by e-mail so that you can promptly comment on customer opinions that may require explanation for other customers. This is a good opportunity to respond to comments and criticism and demonstrate your openness. In this way, you can increase customer satisfaction and turn dissatisfied customers into returning buyers.

f) Infringement process

If a customer review is not truthful, violates applicable law or other provisions of the terms of use, you can report a legal infringement at any time - we will then check the facts and deactivate unlawful reviews.

g) Social Media Creator

To help you with your review marketing, we offer the Social Media Creator feature in the Marketing section of your eTrusted Control Centre. This allows you to use your best reviews effectively by inserting them into appealing templates, downloading the images in various formats and uploading them to your social media channels. You will find templates for Facebook, Twitter, Instagram or LinkedIn, among others.

3. Audit and qualification programme for the Trustmark[1]

This package includes a comprehensive audit of your online shop based on the Trusted Shops Quality Criteria. After successful completion of the audit and ongoing compliance with the quality criteria and our licence conditions, the member is awarded the Trustmark. The Trusted Shops quality criteria are based on the European laws relevant for online shopping and take into account current judgements and known warning risks.

The Trusted Shops Guarantee, a money back guarantee, is part of Trusted Shops Buyer Protection and protects buyers from loss of the purchase price. Other services include customer service.

a) Individual audit report

During the expert audit, Trusted Shops issues an individual audit report based on the Trusted Shops Quality Criteria. The audit report provides information about the extent to which your online shop complies with the Quality Criteria and where there is potential for improvement from the viewpoint of Trusted Shops. You receive clear explanations about each item and instructions so that you can rectify errors yourself and increase trust in your shop.

b) Trusted Shops Trustmark – Earn the Trustmark

If you fulfil all the quality criteria and the licence conditions and have successfully passed the certification, you will receive the right to use the Trustmark in your certified shop. You present yourself as a secure and certified online shop using the Trusted Shops Trustmark and convince even critical

[1] available for online shops with one of the following target markets: Germany, Austria, Switzerland, Belgium, Netherlands, Italy, France, United Kingdom, Poland, Spain, Europe in general

online shoppers that they can enjoy an all-round secure package with a combination of the Trustmark, guarantee and service.

If a visitor to your online shop clicks on the Trusted Shops Trustmark, they are provided with a confirmation of the certificate's authenticity as well as other information about the online shop (e.g. company name, company address, legal form etc.) and Trusted Shops' services via a secure online connection (SSL). That way, prior to making a purchase customers are assured that your online shop is trustworthy and safe.

c) Trusted Shops Buyer Protection and Guarantee for your customers

After making a purchase in your online shop, your customers can register for the Trusted Shops Buyer Protection and Trusted Shops guarantee. Buyer Protection and Guarantee are optional services for customers of online shops. Following registration, the customer receives a corresponding confirmation via email.

After making a purchase in an online shop, your customers can, in some countries, register for Trusted Shops membership BASIC (including Buyer Protection of up to € 100 per purchase), and they can also optionally upgrade to Trusted Shops PLUS with protection of up to € 20,000 per purchase (Trusted Shops Guarantee).

In other countries there is no distinction between a BASIC and PLUS membership. In these countries your online customers may solely register for the Trusted Shops Buyer Protection free of charge with a country specific cover amount.

Thus, you offer your customers a market leading service. We help you in the event of disagreements between you and your customers. Thanks to the services offered by the Trusted Shops team, you will expand and optimise your own customer service.

During the authorised use of the Trusted Shops brands, Trusted Shops provides the online shop with an online system for their customers.

The online customer has the opportunity to directly notify Trusted Shops about problems (e.g. non-delivery of the goods) via the online system after a guaranteed purchase has been made. Trusted Shops supports the further processing of complaints.

d) Consumer service centre via email, web, telephone

In the event of problems with an online order, end customers can contact our experienced, European service centre via email, online system or telephone and receive support, e.g. claim their money back guarantee. This allows you to expand and optimise your own service with a neutral and cooperative service.

e) Login and user administration

You and your employees can analyse and comment on reviews, analyse and handle all subscribed Trusted Shops guarantees and download relevant documents in your secure and personal login area. With your administrator access, you can create accounts for your employees and grant them access rights to the various areas (e.g. processing buyer protection and guarantee cases or reviews).

4. Review widgets

In the eTrusted widget library you will find modern widgets that help you to make your Trusted Shops overall rating and your verified reviews visible on your website. You can customise the design of the widgets to match your website layout

5. Control Center

One place to manage everything. With your individual access you can manage, analyse and respond to all your reviews, change your shop-data and switch between different membership packages.

6. Optimised for mobile usage

More than one third of the online shopping community send reviews via mobile today. That’s why we have made sure your review collection and display processes are fully optimised for mobile usage.

II. Additional Services

1. Reputation Manager

Get good reviews – on all platforms, in one place! With our Reputation Manager Feature, you can use the full potential of our eTrusted review engine in order to quickly improve your reviews and keep them at an excellent level at all times across different open, SEO-relevant platforms like Google and Trustpilot. You can compare your rating status across your platforms of choice, and direct individual review invitations to the ones you would like to improve. You can do this for all or only some of your online shops and

touchpoints, permanently or temporarily, automatically or manually. All of these steps you can now plan, control and manage from the comfort of the eTrusted Control Center.

2. **Smart Review Assistant**

   Dealing with customer feedback is important. Our Smart Review Assistant helps you to respond more efficiently to reviews by using AI to create unique responses to your reviews within seconds. All you need to do is approve the suggested response before it is published for customers on profile pages. In addition, a summary of the review is created and displayed in the Control Centre. The Smart Review Assistant can be managed directly from the eTrusted Control Center.

3. **Sentiment Analysis**

   Gain important insights from your customer reviews. Sentiment analysis identifies the strengths and weaknesses of your shop and helps you to quickly recognize areas that could be optimized in order to ensure consistently high customer satisfaction. Your customer reviews are automatically analysed using AI according to relevant criteria, such as shipping and customer service, and displayed in the eTrusted Control Center in a structured overview that can be filtered according to various characteristics of the reviews.

4. **Product reviews**

   Boost your conversion by offering your customers unique product information. The Trustbadge integration allows you to collect product reviews automatically. By showing the reviews on your product pages, your customers get trustworthy product information and are likely to buy more often.

5. **Google Integration**

   Reviews appear in your Google Shopping profile and in Google AdWords. If you use Google AdWords, every Trusted Shops customer review helps to improve the ranking of your advert. This guarantees higher click rates. At the same time, you can optimise the use of your Google AdWords budget by increasing the quality factors.

6. **#trstd insights**

   Make informed decisions based on your customer reviews. With #trstd insights, you automatically analyze large volumes of feedback and receive structured insights into topics, trends, and recommended actions - directly in the Control Center.

   The topic analysis shows you the most frequently mentioned review topics, aggregated by frequency and sentiment, so you can immediately identify relevant focus areas. With the trend analysis, you can track how topics develop over a 90 day period and detect positive as well as negative changes at an early stage.

   In addition, you receive concrete recommendations for action by categorizing identified topics using AI to derive optimization potential. The SWOT analysis strategically assigns these topics to strengths, weaknesses, opportunities, and threats, helping you make well founded operational and strategic decisions.

   All results are clearly presented in the Control Center, enabling you to use customer feedback in a targeted way to further develop your online presence.

The Trusted Shops Quality Criteria

The Trusted Shops Trustmark confirms that the following quality criteria are met. The Trustmark is awarded by Trusted Shops and cannot be purchased. It assures customers that they can shop with confidence. If the quality criteria are not adhered to, and no adjustments are made despite requests, the Trustmark will be revoked and may not be displayed anymore

Every online shop with a valid Trusted Shops Trustmark meets the following criteria:

Verified Identity and Creditworthiness

The identity and creditworthiness of the company are verified at the very beginning of the collaboration and continues to be monitored on an ongoing basis.

Active Buyer Protection

All buyers must be able to secure their purchases against financial loss through the Trustbadge® which is integrated into the online shop.

Compliance with Consumer Protection

The following points are verified through test orders:

- The **target group** of the online offering is clearly identifiable (commercial and/or private)
- Clear information about the **identity** of the retailer is provided
- An easily identifiable **contact option** is available (also by phone)
- **Prices, price components, shipping and delivery costs**, as well as **delivery times** are transparently displayed and broken down
- There is a clear **withdrawal procedure** with a minimum of 14-day cooling off period without unacceptable exceptions
- **Information on withdrawal processing**, return modalities, and return costs is easily accessible
- The offering of **all products or services is permissible** and not prohibited by the Trusted Shops exclusion catalogue

• The **order process** is clear and understandable

• **Products, services, prices, additional costs, and the order button** are transparently presented on the checkout page

• An immediately incoming **order confirmation via email** lists the purchased products, prices, and any additional shipping costs

• **Data transmission** is secure and fully encrypted

Minimum of 4.0 stars in Trusted Shops reviews

The collected reviews correspond to an average rating of at least 4 stars. The daily monitoring takes into account the last 30 days as well as the last 12 months.

Outstanding Service Communication

In the last 30 days, the online shop has responded to at least 95% of buyer protection inquiries within five days through the Trusted Shops system.

Low Buyer Protection Refund Rate

On average, in the last 30 days, 95% of all orders have been processed without any request for a refund.

Exclusion catalogue

Trusted Shops does not offer services to companies whose product or service range is illegal or undesirable in terms of the Trusted Shops' business policy. Conclusion of a contract for Trusted Shops services is subject to compliance with this exclusion catalogue.

I. Basic principle

Products or services that may clearly not be legally offered for sale, or for which it is not clear whether they may be offered legally or which are otherwise likely to deceive or harm consumers, violate the rights of third parties or endanger the reputation of Trusted Shops are excluded.

II. Product categories

This includes in particular, but is not limited to, the following offers:

1. Products and services related to nazism, racism or discrimination
Discriminatory depictions or articles that display a nazi or other discriminatory sentiment, e.g. articles with swastikas, German Reich war flags, blackfacing, anti-LGBTQ articles, etc.

2. Weapons and ammunition
Weapons and objects equivalent to them, e.g. rifles, pistols, weapons of war, shooting pens, butterfly knives, nun chakus.

3. Replica weapons
Deceptively real-looking imitations of firearms, eg. replicas of revolvers, pistols or rifles, airsoft weapons and paintball guns etc.

4. Counterfeit products, products that violate the protection of species
Products whose sale violates intellectual property rights or species protection, e.g. real furs, protected animal species, product imitations and counterfeits.

5. Drugs and other products that pose a health risk
Illegal drugs, e.g. cocaine, heroin or illegally offered cannabis as well as other psychoactive substances offered for the purpose of intoxicating consumption, such as LSD derivatives.

6. Gambling that is not clearly permitted
All types of games of chance which have not received the appropriate permission by the authorities in accordance with the law or whose offer is not permitted beyond doubt, e.g. online casinos, online bets and lotteries etc.

7. Dubious financial services or rights
Financial products without clear authorisation of the provider or the product, such as cryptocurrencies, NFTs or grey capital market offers, as well as offers to purchase plots of land and similar rights in outer space, e.g. plots of land on the moon, sale of stars, naming stars

8. Pornography and problematic erotic products
Pornographic offers or erotic items that are undesirable in terms of the business policy, e.g. products for practising extreme BDSM variants, childlike sex dolls, etc.

9. Certificates, IDs, academic papers and degrees
Official identity documents (stolen, real or forged), false certificates or qualifications, e.g. doctor's degrees, ghost-writing of theses, etc.

10. Fake reviews, malicious software, accounts etc.
Selling reviews, likes and followers, selling private data without a clear legal basis according to data protection law, gaming account sharing and boosting, software suspected of illegally spying on data.

Price List

1. Membership fee

1.1 Monthly standing charge for the membership

The monthly standing charge for the membership in the Community of Trust is calculated according to the following table:

Annual online revenues (gross)	Standing charge, per month*
up to CZK 1.000.000	CZK 225
up to CZK 2.000.000	CZK 400
up to CZK 5.000.000	CZK 600
up to CZK 10.000.000	CZK 1.000
up to CZK 15.000.000	CZK 1.200
up to CZK 25.000.000	CZK 2.000
up to CZK 50.000.000	CZK 3.000
up to CZK 75.000.000	CZK 4.500
up to CZK 100.000.000	CZK 6.500
up to CZK 125.000.000	CZK 8.000
more than CZK 125.000.000	The price scale progresses accordingly. The specific amount will be communicated in each individual case.

The basic membership fee is calculated on the basis of revenue. The calculation shall be based on the gross turnover of the Member, as defined in the Membership Terms, which the Member has generated in the respective financial year across all its domains registered with Trusted Shops. The membership fee also includes the variable premium for the Trusted Shops Buyer Protection / the Trusted Shops Guarantee (protection period: 30 days).

1.2 Service package per domain (booked certificate)*: CZK 799

The service package per domain includes the use of the eTrusted platform for review management. Genuine service reviews can be collected and displayed via the trust badge, widgets and the SEO-optimised company profile. The qualification process for using the Trusted Shops seal of approval# starts when membership begins.

1.3 Extension of the protection period: individual offer on request

The Trusted Shops Buyer Protection's / the Trusted Shops Guarantee's protection period can be extended from 30 days to 60, 90 or 120 days at the customer's request subject to a charge.

1.4 Optional extra packages

Each package can be added individually for a specific online presence (a shop), under a specific domain, in a specific language or for a specific target market (with each being able to be terminated with a period of notice of 3 months to the end of the contractual year). The availability of the additional packages depends on the selected main target market.

* Monthly prices incl. membership fee and Trusted Shops Guarantee premium. Minimum contract duration 1 year .
All prices payable in advance, excl. VAT. Subject to alterations.
** The monthly price depends on the shop's annual gross online revenue. The indicated starting price is applicable to shops with a revenue of up to CZK 125.000.000.
#available for online shops with one of the following target markets: Germany, Austria, Switzerland, Belgium, Netherlands, Italy, France, United Kingdom, Poland, Spain, Europe in general

Extra package	Price for each extra package, per month
Product reviews	From CZK 329**
Google integration	CZK 549
Reputation Manager	from CZK 759**
#trstd insights	CZK 319
Smart Review Assistant (Depending on the number of reviews per contract year)	
200 reviews	CZK 480
500	CZK 720
1.000	CZK 1.200
2.000	CZK 1.920
5.000	CZK 3.600
10.000	CZK 6.000
20.000	CZK 9.600
50.000	CZK 24.000
100.000	CZK 43.200
200.000	CZK 72.000
Sentiment Analysis (Depending on the number of reviews per contract year)	
1.000 reviews	CZK 2.000
5.000	CZK 4.750
20.000	CZK 9.750
200.000	CZK 19.750

2. Further membership costs

One-off application fee CZK 699

2.1 Processing fee (per claim) CZK 650

2.2 Cost of additional audit report in case of insufficient implementation of the first audit report CZK 1.300

3. Additional services to the membership packages

3.1 Express audit CZK 5.000

accelerated audit of all quality criteria in max.

3 work days (subject to appraisal of creditworthiness)

3.2 Change of shop ownership CZK 1.250

assignment and acceptance of existing contract

(shop is untouched, e.g. terms and conditions etc.)

3.3 Change of shop solution CZK 5.000

Re-audit due to change of shop solution

3.4 Re-audit CZK 5.000

Re-audit due to significant modifications to the online shop with regard to the Trusted Shops quality criteria

* Monthly prices incl. membership fee and Trusted Shops Guarantee premium. Minimum contract duration 1 year .
All prices payable in advance, excl. VAT. Subject to alterations.
** The monthly price depends on the shop's annual gross online revenue. The indicated starting price is applicable to shops with a revenue of up to CZK 125.000.000.
#available for online shops with one of the following target markets: Germany, Austria, Switzerland, Belgium, Netherlands, Italy, France, United Kingdom, Poland, Spain, Europe in general

When applying for a Trusted Shops Membership including the Trusted Shops Trustmark, the future member also applies for a guarantee contract with each Trusted Shops guarantor. The Trusted Shops guarantor is Atradius Credit Insurance, a subsidiary of the Atradius Credito y Caución S.A. de Seguros y Reaseguros, Opladener Straße 14, D-50679 Cologne (Germany) and the excess guarantor is R+V Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden (Germany). The guarantee contract will be effective upon Trusted Shops' acceptance of the Member's membership application (the "Effective Date").

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. Procuration and execution of the Trusted Shops guarantee shall be assumed by Trusted Shops SE, 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 (TS-GAE).

4. If the online customer fails to meet a deadline at no 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 section 10 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 SE 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 SE

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.