Terms of Use for Trusted Shops Services

1 Definitions

Buyers

Buyers are exclusively natural persons residing in the European Economic Area, Switzerland, or the United Kingdom who make purchases in participating Online Shops. Only such natural persons are eligible to register for Trusted Shops services.

Consumer

A Consumer is any natural person who enters into a legal transaction for purposes that are predominantly not attributable to their commercial or self-employed professional activity.

Trustbadge

The Trustbadge is a visual element provided by Trusted Shops to display information about merchant's eligibility to use the Trustmark, received customer reviews, and other individual Trusted Shops services in the Online Shop.

Trustcard

The Trustcard appears on the online presence of merchants following a completed order. By clicking on the correspondingly marked button, you have the option of registering to receive review invitations or/and buyer protection or to completely secure your purchase.

#trstd login

With the #trstd login button, you can register directly for Trusted Shops services as a visitor to #trstd login partner online presence, or log into your Trusted Shops account as an existing user. By storing a personal "secret", your #trstd login is personalized, ensuring that each time you use it, you can verify that you are connected to the Community of Trust and that the online presence with integrated #trstd login is trustworthy.

Trustmark/Certificate

If a participating Online Shop meets the quality criteria and if the quality indicators are within the required range, the shop is awarded with the Trusted Shops Trustmark.

Participating Online Shops

Participating Online Shops are those that carry a valid Trusted Shops Trustmark. The validity can be checked at any time via the linked company profile hosted by Trusted Shops or through the shop search on the Trusted Shops website.

Trusted Shops Guarantee

The Trusted Shops Guarantee is a money-back guarantee that protects buyers according to the guarantee conditions outlined in Annex 2.

2 General Conditions

2.1 Registration

Buyers have to provide a valid personal email address. The contract is concluded with the holder of the email address used during registration (a natural person) and is linked to the registered email address. If a different email address is used for purchases in participating Online Shops, the use of services under the existing contract is only possible if this additional personal email address of the registered Buyer has been previously added to the contract. Adding third-party email addresses is not permitted.

Registration for Basic Services is free of charge. Your contractual partner is Trusted Shops SE, Subbelrather Str. 15c, 50823 Köln (Cologne), Germany.

The contract is concluded when you submit the registration form either through the Trustcard directly in the participating Online Shop or through the Trusted Shops website. We save the text of the contract and send it to you by email. Please check your data before submit-ting the registration and amend any potential errors by using the back function of the browser and overwriting the form fields.

2.2 Basic Services

The Basic Services include the following components:

2.2.1 Buyer Protection

After successful registration for the basic services, you can use Trusted Shops Buyer Protection according to Annex 1 for all participating Online Shops.

2.2.2 Customer service and dispute resolution by email

2.2.3 Vouchers for participating Online Shops

2.2.4 Real reviews from other Buyers

As part of your participation in the Trusted Shops services, you benefit from the opinions of other Buyers and are reminded by email to submit your own reviews. Your participation in this invitation-based review program ensures that you can rate purchases, allowing other buyers to rely on these authentic reviews. Within this program, invitations may be sent to submit reviews on Trusted Shops and other review platforms that support transaction-based feedback. This applies to all Online Shops that have integrated the Trustbadge in order to display the Trusted Shops reviews.

The submission of reviews is additionally governed by the Terms and Conditions of Use for the Trusted Shops Feedback Platform.

2.2.5 Your personal Trusted Shops account

Log in to the Trusted Shops account and manage your secured orders, reviews and all settings related to the Trusted Shops services.

2.2.6 #trstd login / push notification via the app

After registering via #trstd login in a #trstd login partner online presence, additional information about the online presence can be viewed – particulary regarding the membership status of the #trstd login partner and the possible existence of protection enabled through Trusted Shops, including the level of coverage offered on the visited site. This brings participants in the Trusted Shops Community of Trust — both #trstd login partner online presences and buyers — closer together, with both sides benefiting from additional information that is mutually shared.

Through the #trstd login, the existing user account can be accessed. This means, in particular, that secured orders can be managed, reviews submitted, and vouchers retrieved.

Via the #trstd login, information can be entered, updated, and used within the associated account:

In your personal address book, you can store all the addresses you use for your purchases. With #trstd login, you can select the address needed for each specific purchase. While placing an order, the address fields are automatically filled in using #trstd login.

Additionally, various personalizations can be made directly in your account via #trstd login. These include in particular:

- Saving your name
- Uploading a profile picture
- Providing personal details, such as age, shoe or clothing size
- Indicating personal interests, such as sports activities or information about pets
- Specifying various preferences, such as your favorite brand

All of this information may be shared as part of your contract for Trusted Shops services in connection with the additional conditions for #trstd login, in order to process your purchase and enable a personalized shopping experience with the respective #trstd login partner online presence. Further details can be found in the privacy policy.

Provided you have installed the Trusted Shops app and enabled push notifications within the app, you can receive a push notification via the app when using #trstd login. This notification keeps you informed about the login process and serves as an additional layer of security to confirm that you are on a #trstd login partner online presence.

The #trstd login is currently in a testing phase, which means that its functions may not always be fully available. There is explicitly no entitlement to the provision of the mentioned features.

3 Additional Conditions for the PLUS Services

In certain countries, we offer the option to upgrade to the PLUS Services. If you choose to book the PLUS Services, the conditions outlined in this subsection also apply.

3.1 The PLUS Services

The PLUS Services can be booked for a fee via the Trusted Shops website; Section 2.1 applies accordingly. In addition to the benefits of the Basic Services, as a user of the PLUS Services you can make use of Buyer Protection PLUS in accordance with Annex 1 in conjunction with Annex 2 at all participating Online Shops.

3.2 Upgrade

If you upgrade from the Basic Services to the PLUS Services, Buyer Protection PLUS will be retroactively applied to all existing Basic Buyer Protection coverages. This is subject to the condition that the Trusted Shops Trustmark of the Online Shop where the purchase was made is valid at the time of the upgrade.

3.3 Payment and Consequences of Late Payment

The initial usage fee becomes due immediately upon booking the paid PLUS Services. Subsequent fees are payable in advance at the beginning of the contract renewal for one year. If the contract is terminated during the renewal period, any overpaid amounts will be refunded.

Payment is considered timely if the fee can be collected on the due date and you do not object to a legitimate collection.

If the fee could not be collected through no fault of your own, payment is still considered timely if it is made immediately following our written payment request.

If you object to a legitimate collection or fail to pay the fee immediately after our written payment request as described above, you will be in default 14 days after booking the PLUS Services. We are entitled to claim compensation for any damages incurred due to the delay.

If the fee could not be collected on the due date but was collected at a later time, the protection offered by Buyer Protection PLUS begins only from that later date, provided we have informed you of this legal consequence in a separate written notice. This does not apply if you can prove that you were not responsible for the non-payment.

If the fee could not be collected on the due date, we may withdraw from this contract for the PLUS Services as long as the fee remains unpaid. We may not withdraw if you can prove that you were not responsible for the non-payment.

4 Final Provisions

4.1 Duration and Termination

The contract for the Basic Services runs for an indefinite period and may be terminated by either party at any time with immediate effect. In particular, Trusted Shops reserves the right to terminate and permanently block access in the event of violations of this

Trusted Shops Membership Terms or the Terms and Conditions of Use for the Trusted Shops Feedback Platform.

4.2 Duration and Termination (PLUS)

The contract for the PLUS Services has a minimum term of 12 months and will automatically continue for an indefinite period unless terminated at least one month before the end of the current contract term. After the contract has been extended for an indefinite period, it may be terminated at any time with one month's notice. If the paid PLUS Services are terminated, the contract for the free Basic Services remains in effect unless it is explicitly terminated at the same time.

4.3 Amendments

Changes of the Trusted Shops Membership Terms will be offered to you in writing at least six weeks before they take effect. Your consent to our offer is deemed granted if you do not object to the proposed changes in writing before the specified effective date. You will be specifically informed of this approval effect in the respective offer. Trusted Shops will then apply the amended version of the Terms of Use or any newly introduced conditions to the ongoing business relationship. Trusted Shops reserves the right to expand or restrict the availability of free services in the future.

4.4 Applicable Law

This Agreement and all disputes arising out of, or in connection with it are governed exclusively by German law. In terms of consumer contracts, this choice of law applies only insofar as it does not deprive Consumers of the protection granted to them by mandatory provisions of the law of the state in which the Consumer has his/her habitual residence.

4.5 Contract language, formal requirements, financial supervision

The contractual language is English. Declarations concerning the service contract are only valid if they are received in text form.

Complaints may be addressed to the competent supervisory authority, the Federal Financial Supervisory Authority - Insurance Division, Graurheindorfer Straße 108, 53117 Bonn, Germany

Annex 1: Buyer Protection Terms

As a user of Trusted Shops services, you can activate Trusted Shops Buyer Protection in all participating Online Shops. The Online Shop's Trustmark must be valid at the time the purchase is secured. Excluded are Online Shops that offer Trusted Shops protection only as an optional, paid add-on in the shopping cart.

1 Conclusion of Buyer Protection

Buyer Protection is considered active if (1) you registered for it during or immediately after your purchase in a participating Online Shop, and (2) the activation is confirmed via email with a Buyer Protection number. In such cases, Trusted Shops will support you in the listed service scenarios.

In many participating Online Shops, Buyer Protection is automatically activated after your purchase and confirmed via email.

In other shops, activation must be done manually by clicking the designated button during the purchase process.

If neither automatic nor manual activation occurs and no confirmation email is received, Buyer Protection does not apply to that specific purchase.

2 Buyer Protection Basic

Buyer Protection Basic is available to all registered users of the Basic Services in participating Online Shops that primarily target buyers residing in Germany, Austria, or the Netherlands.

2.1 Support Services

The following support is provided: Trusted Shops may intervene with the merchant (known as a mediation process) to help resolve the issue (e.g., fulfillment of contractual obligations or another mutual agreement) and/or may refund payments made under the conditions outlined below (see Annex 1, Section 2.2).

The coverage amount for Buyer Protection Basic is limited to €100 per purchase. Trusted Shops decides the type of support at its own discretion; there is no entitlement to reimbursement.

2.2 Covered Cases and Processing

Buyer Protection Basic applies to the cases listed in Annex 2, Section 1. The conditions for coverage (Annex 2, Section 2), damage reporting and evidence (Annex 2, Section 5), obligations to mitigate damages, and assignment agreements (Annex 2, Section 6) also apply to Buyer Protection under the Basic Services. Trusted Shops SE replaces the previously named guarantor.

3 Buyer Protection Classic

Buyer Protection Classic is available to all registered users in participating Online Shops that primarily target buyers residing in the European Economic Area (excluding Germany, Austria, and the Netherlands), Switzerland, or the United Kingdom.

3.1 Support Services

The following support is provided: Trusted Shops may intervene with the merchant (known as a mediation process) to help resolve the issue (for example, by ensuring the proper fulfillment of mutual contractual obligations or by facilitating another mutually agreed solution).

3.2 Trusted Shops Guarantee

With activation of Buyer Protection Classic, the respective purchase is covered by the Trusted Shops Guarantee in accordance with Annex 2.

- The coverage amount for Buyer Protection Classic is up to 2.500 € of the purchase value per order (or for Online Shops targeting buyers residing in the UK: 2.500 GBP; for Online Shops targeting buyers residing in Poland: 10.000 złoty; for Online Shops targeting buyers residing in Switzerland: CHF 4.000).
- Trusted Shops ensures that this coverage is secured from the Trusted Shops guarantors for the respective purchase. Buyer Protection Classic is then offered to you by the Trusted Shops guarantors in accordance with Annex 2, Section 3.

4 Buyer Protection PLUS

Buyer Protection PLUS is available for all registered users of the PLUS services in participating Online Shops that primarily target buyers residing in Germany, Austria, or the Netherlands.

4.1 Support Services

The following support is provided: Customer service and dispute resolution are also available by phone with a personal contact. Trusted Shops may intervene with the merchant (known as a mediation process) to help resolve the issue (for example, by ensuring the proper fulfillment of mutual contractual obligations or by facilitating another mutually agreed solution).

4.2 Trusted Shops Guarantee

With activation of Buyer Protection PLUS, the respective purchase is covered by the Trusted Shops Guarantee in accordance with Annex 2.

- The coverage amount for Buyer Protection PLUS is up to 20.000 € of the purchase value per order.
- Trusted Shops ensures that this coverage is secured from the Trusted Shops guarantors for the respective purchase. Buyer Protection PLUS is then offered to you by the Trusted Shops guarantors in accordance with Annex 2, Section 3.

5 Single Protection

The services outlined in Annex 1, Section 4 (“Buyer Protection PLUS”) can also be booked separately for the one-time protection of an individual purchase. If you were not previously registered for the Basic Services, you will automatically become a user of the Basic Services. For future orders at participating Online Shops, you will receive the benefits of the Basic Services. If you were already registered for the Basic Services at the time of booking the single protection, Section 3.2 (“Upgrade”) of the Trusted Shops services Terms of Use does not apply. For all previous (and future) purchases at participating Online Shops, the Basic Services will be provided.

Annex 2: Trusted Shops Guarantee (Buyer Protection PLUS)

The Trusted Shops Guarantee (hereinafter referred to as the “Guarantee”) secures your purchase or order in an Online Shop that has been audited by Trusted Shops SE and awarded the Trusted Shops Trustmark (“Online Shop”). If you registered for the Trusted Shops Guarantee during or immediately after your purchase in a participating Online Shop, received confirmation of the Guarantee via email including a guarantee number, and a claim for reimbursement exists under the terms of this agreement, you will be refunded the payments you made in the service cases listed below. The Trusted Shops Guarantee is offered to you by the Trusted Shops guarantor (see Annex 2, Section 3, “Guarantor”). Trusted Shops SE handles the processing of guarantee claims on behalf of the guarantor.

1 Guarantee cases

The Guarantee covers the reimbursement of payments that the Buyer has actually made to the participating Online Shop before reporting a claim (‘Payments Made’), as long as these payments were contractually agreed upon, already due at the time of payment, and fall under the following cases::

1.1 Money back in the event of failure to deliver/perform

- Goods or digital contents are not delivered or are not made available;
- A service is not provided due to fault on the part of the provider;
- A package holiday cannot be taken and no legally permissible alternative is offered as the result of definitive cancellation of the holiday by the tour operator. The Guarantee, however, does not serve as cover in the event of insolvency and cannot supplement such cover (e.g. upon maximum liability limits being reached/exceeded). Such protection is subject to the travel insurance certificate alone. For online tour operators, the Guarantee also does not cover cases which are, or could be, covered by travel cancellation insurance and cannot supplement such cover (e.g. upon maximum liability limits being reached or in the event of deductibles), the travel cancellation insurance alone applies here.
- A voucher purchased from an Online Shop for the delivery of goods or digital contents or services is not redeemed, even though you have made a legitimate request for redemption by the obligated Online Shop and the voucher purchased has been returned within the scope of the right of revocation. The Guarantee only applies within the agreed cover period and, in particular, does not apply if you allow the voucher to lapse or fail to redeem it for other reasons;
- A service is not provided under an energy supply contract (electricity, gas, district heating, water).
- When negotiating or taking out insurance, the insurance policy fails to come into effect in spite of payments made. In this case, however, the Guarantee does not

serve as cover in terms of D & O insurance and cannot supplement the same (e.g. upon maximum liability limits being reached/exceeded). The Guarantee also does not serve to protect the provision of insurance services.

1.2 Money back where no refund is provided after cancellation, return of goods or transport loss

- There is no refund, or an incomplete refund, after cancellation; You are required to have exercised your right of cancellation in time in accordance with the provisions for distance contracts and to have returned the goods to the Online Shop in compliance with methods and deadlines as per the purchase agreement, whereby tracking of the returned goods must be possible (e.g. by registered delivery, parcel delivery; not applicable for small parcels).
- There is no refund, or an incomplete refund, of Payments Made after return of the goods as agreed; You are required to have returned the goods in accordance with the agreement between you and the Online Shop and the Online Shop has not pro-vided the agreed refund upon receipt of the returned goods, in whole or in part.
- There is no refund, or an incomplete refund, of Payments Made where the Online Shop is responsible for transport loss of the goods ordered online, either upon delivery or upon return in the context of the statutory right of cancellation.

2 Preconditions for Guarantee Cases and level of cover

The Guarantee applies to the Guarantee Cases specified above, if the following conditions are fully met:

- The guarantee case must occur within the coverage period applicable to the respective Guarantee (see Annex 2, Section 4, “Coverage Amount and Duration”) after the order has been placed with the Online Shop.
- To initiate the resolution of a service case, you must submit a report via your Trusted Shops account within the coverage period.
- You must have demonstrably requested a refund from the Online Shop.
- In the event of a reported non-delivery or non-performance, the agreed delivery or performance period must have expired, and you must have issued a reminder within a reasonable grace period. This does not apply to fixed-date transactions where delivery or performance was agreed for a specific date.

The Guarantee generally covers statutory and contractual claims within the scope defined in Annex 2, Section 1 (“Guarantee Cases”). Buyers who are not consumers are entitled to different (typically fewer) claims than consumers. The Guarantee does not cover any claims outside the concluded contracts, nor does it cover warranty or potential compensation claims. For contracts involving the mediation of a service, only the mediation service owed by the Online Shop itself is covered. For tickets purchased through the Online Shop, the actual execution of the event or similar is not covered.

3 Guarantor

The Trusted Shops Guarantee is offered to you by one of the following Trusted Shops Guarantors:

- Atradius Kreditversicherung, subsidiary of Atradius Crédito y Caución S.A. de Seguros y Reaseguros, Opladener Straße 14, 50679, Cologne, Authorized agent: Dr Thomas Langen, Cologne District Court, Commercial Register 89229, Principal commercial activity: Credit Insurance
- R+V Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden, Wiesbaden District Court, Commercial Register 7934

The processing of guarantee cases is carried out by Trusted Shops. The respective guarantor will be selected by Trusted Shops SE and communicated to you by email after you have registered for buyer protection.

4 Coverage Amount and Duration

The coverage duration is 30 days unless a longer period is offered in individual cases. The maximum coverage amount and duration can be viewed in the certificate by clicking on the Trustmark in the respective Online Shop. The existence of the Trusted Shops Guarantee, including the applicable coverage amount and duration, will be confirmed to you via email.

5 Notice Claim and Processing

Deadlines: If one of the guarantee cases listed in Annex 2, Section 1 (“Guarantee Cases”) occurs within the coverage period, you may submit a reimbursement request (“Guarantee Request”) to the guarantor until the end of the coverage period. Inquiries from Trusted Shops during the clarification process regarding a report must be answered within a reasonable period. The specific deadline will be communicated to you upon request.

Evidence: The Guarantor is bound by statutory rules of evidence and will make a decision on the Guarantee Case based on evidence submitted in time with reference to the contractual regulations and Guarantee preconditions.

All necessary evidence, in particular, of payments and returns, must be submitted to the Guarantor in a suitable format (e.g. copy of account statement, cash on delivery receipt, copy of delivery note, witness statements) within a reasonable period after submitting the guarantee request or following a specific inquiry during the clarification process. Only documentation submitted within the respective deadline will be considered. The case will then be decided based on the information and evidence available at that time and will be closed definitively. Coverage will then automatically end.

Refund: If the guarantor determines that refund is required, Trusted Shops will request the Online Shop to issue the refund. If the Online Shop fails to refund the payment within a reasonable period, you will receive your money back from the guarantor under the

Trusted Shops Guarantee, up to the agreed coverage amount (see Annex 2, Section 4, “Coverage Amount and Duration”). In the case of recurring services, Buyer Protection only covers the partial services and payments due during the coverage period.

6 Obligation to mitigate loss and agreement to assignment

You are required to take all possible measures to avoid the occurrence of a Guarantee Case and/or to get back payments already made. If you obtain a refund under a Guarantee, you irrevocably assign, step by step, all claims against and receivables from the Online Shop and third parties (e.g. insurances, such as travel cancellation insurance), which are connected to the transaction secured, with all ancillary rights, to Trusted Shops SE. Trusted Shops SE accepts the assignment.

Privacy notice regarding the processing of personal data when using Trusted Shops services

You can find information on the processing of your personal data in connection with the use of Trusted Shops services here.