

Trusted Shops Terms of Use

These terms of use set out the terms relating to the use of services offered by Trusted Shops via trustbadge.com ("Terms of Use"). By registering for and using the services you agree with the regulations contained herein.

THE PARTIES HERETO AGREE AS FOLLOWS:

"Customer" means someone who buys goods or services from the Member or uses the Member's Website.

"Customer Reviews" means the technology provided by Trusted Shops which enables the Member to collect and manage Customers' ratings and display a summary of these ratings directly on the Website(s) according to the Specifications of Service.

"Online System" means the online system provided by Trusted Shops as specified and licensed in the Specification of Services.

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

"Trusted Shops" means Trusted Shops GmbH.

"Trustbadge" means the element provided by Trusted Shops that delivers information on Customer Reviews to be displayed on the Website(s).

"Trusted Shops Brands" means Trusted Shops' trade names, trademarks, logos and other distinctive brand features, including but not limited to the word mark "Trusted Shops" and the text and picture mark "Trusted Shops Guarantee".

"Website(s)" means the Website(s) or parts thereof located at the URL(s) as specified in the Membership Application Form or added via the Online System, and approved by Trusted Shops.

1. Integration of the Trustbadge

- 1.1. The parties will work together in good faith to integrate the Trustbadge into the Website(s).
- 1.2. The Member must integrate the Trustbadge strictly in accordance with the integration instructions provided by Trusted Shops. Trustbadge code integration is mandatory. Trusted Shops is entitled to measure the number of orders through Trustbadge.
- 1.3. The Member will ensure that the Trusted Shops Trustbadge is integrated only on the Website(s), and only in accordance with the terms and conditions of this Membership Agreement.

2. Intellectual Property; Use of Trusted Shops Brands

- 2.1. Trusted Shops owns all intellectual property rights (including copyright, patent rights, trade marks, design rights, rights in or relating to databases and rights in or relating to confidential information) in the Trusted Shops Brands, the Online System and anything else supplied or licensed to the Member under the scope of this Membership Agreement.
- 2.2. Except to the extent expressly stated in this clause, or expressly agreed individually, neither the Membership Agreement nor the supply of any information grants the Member any licence, interest or right in respect of any intellectual property rights of Trusted Shops.
- 2.3. Trusted Shops may use and display the Member's brands for purposes of marketing and promoting Trusted Shops and the

3. Member's obligations

- 3.1. The Member must not make available, offer or otherwise distribute content that is defamatory, offensive, racist, pornographic or otherwise unlawful or illegal through its Website(s). In particular this includes all merchandise and services stated in the Trusted Shops Exclusion Catalogue (TS-ASK_EN).
- 3.2. During the term of this Membership Agreement, the Member shall respond to all enquiries by Trusted Shops and Customers within five (5) business days by using the Online System and shall submit all documents necessary to enable Trusted Shops to evaluate customer complaints or claims within this period.
- 3.3. If the Member does not contract directly with Customers but acts as an intermediary between the Customer and third party, the Member shall assure that the third party complies with the obligations set out in this section 3 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.

4. Use of Customer Reviews

- 4.1. No Member may use Customer Reviews dishonestly or fraudulently, for example by submitting positive ratings that have been written by the Member or an instructed third party in order to generate an inaccurate impression about the Member's quality or by preventing or attempting to prevent truthful negative ratings by aggressive behaviour, threatening with legal action or offering benefits, discounts or other incentives to its Customers or Trusted Shops' employees.
- 4.2. The Member must, upon request and without delay, submit to Trusted Shops documents and supply supporting evidence that verify

the authenticity of a rating (e.g. invoices which show that the person submitting a rating is a customer of the Member).

- 4.3. The Member can apply for a submitted comment to be deleted in case of misrepresentation or defamation and apply for a submitted rating to be deleted in case of fake ratings. If the Member provides proof that the comment or rating is unlawful, Trusted Shops will then delete the rating or comment in its sole discretion.
- 4.4. When inviting Customers to submit ratings, or when using the Trusted Shops systems for sending rating requests via Trusted Shops, the Member shall observe the following obligations:
 - the Member shall ensure that invited Customers have given their consent to receive such e-mails; and
 - the Member shall ensure that all Customers are invited equally and identically to submit a rating. This also applies when rating invitations are emailed to several previous Customers by way of Trusted Shops' Online System. The Member may not invite selected Customers to submit a rating, but shall invite all or no one; and
 - the invitation to submit a rating shall be unbiased and independent of whether the Customer is expected to have had a positive or negative experience in connection with its purchase.
- 4.5. The Member is encouraged to use the default text suggested by Trusted Shops in the Online System. If the Member makes any changes in this default text, the Member is obligated to ensure that the changes are in accordance with the above obligations. If Trusted Shops deems that the text in the invitation does not comply with the obligations, Trusted Shops may at any time insert its default text in the rating invitation and notify the Member hereof.
- 4.6. 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 this section 4, Trusted Shops shall be entitled,
 - 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 rating profile and stop the display of the Trustbadge on the Website(s); and
 - demand, in its sole discretion and by written notice, that the Member complies with the obligations set out in this section 4 within a reasonable period of time specified by Trusted Shops or shall remove the integration and all information about the Customer Reviews from the Website(s).

If the Member continues to use Customer Reviews or references to it without complying with the requirements under this section 5 and despite receiving a warning, Trusted Shops may terminate the contract with immediate effect.

If the Member uses the Customer Reviews dishonestly or fraudulently (acc. to section 4.1), or fails to comply with the obligations set out in section 4.3 and 4.4, Trusted Shops shall also be entitled

- to permanently delete either those ratings affected or all ratings and to reset the system to its original state, and

- in the event of grossly negligent or intentional breach of these obligations, to immediately, i.e. without issuing a prior warning, terminate the contract.
- 4.7. The Member must indemnify and hold Trusted Shops harmless against any and 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 (i) the Member's dishonest or fraudulent use of the Customer Reviews (acc. to section 4.1) or (ii) the Member's culpable failing to comply with the obligations set out in section 4.3 and 4.4.
 - 4.8. The Member may only use Customer Reviews for its own purposes, i.e. to evaluate and display the ratings of its own customers, unless Trusted Shops has explicitly agreed in writing to use for other purposes. The member may use the collected reviews for his marketing purposes, e. g. within the Website(s), flyers, banners, but must in each case clarify, that the reviews were collected by Trusted Shops Customer Reviews.
- 5. Additional duties when using the Product Reviews option**
- 5.1. With regard to the use of the reviews system in general section 4 above applies to members who use the Product Reviews option.
 - 5.2. 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 licences according to the following requirements or possesses a licence for the use of the image and is entitled to grant sub-licences according to the following requirements.
 - 5.3. 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.
 - 5.4. 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 as no indictable relevance exists.
 - 5.5. The member is also obliged not to forward any product image that might violate the rights of third parties, in particular any trademark rights.
 - 5.6. The member herewith grants Trusted Shops the non-exclusive and non-conferrable right to use the forwarded product images time-wise 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.
 - 5.7. The member shall grant Trusted Shops the aforementioned rights free of charge.
 - 5.8. In the event of any violation of the rights of third parties through the culpable violation of aforementioned duties (subparagraphs 5.1 to 5.6) 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 defence.
 - 5.9. The member may use the collected Product Reviews for his own marketing purposes. This licence grant remains in force even after termination of the contract.
- 6. Warranties; Limitations of Liability**
- 6.1. The Member acknowledges that there may be delays or failures relating to the operation of or access to the Online System due to technical difficulties that are outside of Trusted Shops' reasonable control, and that Trusted Shops does not warrant or represent that the Online Systems will be accessible, available and error-free at all times.
 - 6.2. Trusted Shops warrants that any Services provided under the scope of this Membership Agreement will be provided with reasonable skill and care and using appropriately qualified and skilled personnel.
 - 6.3. Apart from the terms set out in this Membership Agreement, and to the fullest extent permitted by law, no other warranties, conditions or other terms shall apply to the supply of Trusted Shops Brands, the Online System or Services set out in this Membership Agreement (whether express or implied), including any implied warranties, conditions or terms relating to satisfactory quality, merchantability or fitness for any particular purpose.
- 6.4. Neither party's liability: (a) for death or personal injury resulting from its negligence or that of its employees or agents; (b) for fraudulent misrepresentation or for any other fraudulent or dishonest act or omission; or (c) to pay any sums properly due and payable to the other party under the Membership Agreement; (d) and for any damage caused by it or its employees intentionally or due to gross negligence, is excluded or limited by these Membership Terms, even if any other term would otherwise suggest that this might be the case.
 - 6.5. Other than as set out in section 5.4, Trusted Shops shall not be liable (whether for breach of contract, negligence or for any other reason) for any of the following: (a) loss of profits; (b) loss of revenue; (c) loss of sales; (d) loss of opportunity; (e) loss of goodwill or reputation; or (f) any indirect, consequential or special loss.
 - 6.6. Subject to sections 5.4 and 5.5, Trusted Shops' total aggregate liability for all claims arising from or in relation to any given event or series of connected events under this Membership Agreement (and whether the liability arises because of breach of contract, negligence or for any other reason) shall be limited: (a) to an amount equal to 125% of the total amounts paid or payable by the Member under the Membership Agreement in the 12 months preceding the month in which the event (or first in a series of connected events) occurred; or (b) if the amount referred to in (a) cannot be calculated accurately at the time the relevant liability is to be assessed, or if it is less than € 5,000, to €5,000; whichever is greater.
- 7. Term and Termination**
- 7.1. The contract comprising services, which are free of charge, continues for an indefinite period.
 - 7.2. Either party may terminate the Membership Contract with immediate effect by notice in writing
- 8. Miscellaneous**
- 8.1. **Notices.** All notices given or required under this Membership Agreement must be made in writing.
 - 8.2. **Assignment.** This Membership Agreement shall not be assignable or transferable by either party, by operation of law or otherwise, without the prior written consent of the other party.
 - 8.3. **Contract language.** The official contract language is English.
 - 8.4. **Governing Law.** This Membership Agreement is governed by, and is to be construed in accordance with, German Law. The German Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Membership Agreement.
 - 8.5. **Entire Agreement.** This Membership Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior negotiations, understandings and agreements on that subject.
 - 8.6. **Amendments.** This Membership Agreement may only be added to or modified or amended in writing. However, Trusted Shops may amend these Membership Terms and/or the fees by giving notice in writing to the Member. 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.
 - 8.7. **No Waiver.** No waiver of any provision of this Membership Agreement, or consent to any departure from the terms of this Membership Agreement, shall be effective unless the same shall be in writing and signed by the party waiving or consenting thereto.
 - 8.8. **Severability.** If any provision of this Membership Agreement is found invalid or unenforceable, such provision shall be enforced to the maximum extent permissible by law and the other provisions of this Membership Agreement shall remain in full force and effect.
 - 8.9. **Survival.** Sections 2.2, 2.3, 5, 1 and 7 will survive any termination of this Membership Agreement.
 - 8.10. **Relationship of the parties.** This Membership Agreement shall not constitute either party the agent or legal representative of the other party for any purpose whatsoever. This Membership Agreement creates no agency, partnership, or joint venture, and both parties are acting as independent contractors.
 - 8.11. **No Third Party Beneficiaries.** The parties do not intend that any of the terms of this Membership Agreement will be enforceable by any person who is not a party to it.
 - 8.12. **Force Majeure.** No party shall be liable for failure to perform any of its obligations under this Membership Agreement when such failure is due to a cause (for example, natural disaster, act of war or terrorism, riot, labour condition, governmental action, and Internet disturbance) beyond the party's reasonable control.

Trustbadge features

The following features are included in the free package

All services will be performed in the language chosen for the respective target market. Unless otherwise agreed, services are in principle performed for one (1) website owned by the member, under one domain, in one language version and aimed at a specific target market. The registration of multiple accounts is expressly forbidden. Trusted Shops may at any time limit, change or stop the performance of free services. All free services may be used until 10 reviews have been collected. After receiving the 11th review, the review profile will be deactivated and the Trustbadge will no longer show the seller rating and rating stars. New reviews may still be collected and are visible in the Trusted Shops backend. To reactivate all features, you may upgrade to a paid membership plan.

Paid upgrades are available under trustedshops.com

For the performance of additional services or services for further online presences (e.g. further language version, mobile view or further domain), upgrades must be acquired.

Detailed description of services

Trustbadge® with reviews.

Integrate your Trustbadge within minutes. You receive a step-by-step integration guide including examples and tips. Show your seller rating and stars to new and existing customers when they visit your shop. You can also configure this to compliment the design of your website. By clicking on the Trustbadge, the customer is directed to the detailed shop review profile saved by Trusted Shops (average rating, individual ratings, number of ratings and customer reviews). 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.

Customer reviews.

Genuine reviews from real people. Onlineshoppers can enter some personal data to give their reviews a social proof. Means even more trust for your customers..

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

- Online shop customers have the option of rating the shop based on a 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 for a period of 12 months.

Review profile.

10 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 last 10 ratings submitted in the last 12 months. An overall rating is calculated from those ratings. The rating profile specifies the star rating which the shop has achieved on the five-star rating scale.

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

Ratings and the rating profile are permanently stored and can be viewed by the online shop and Trusted Shops employees in a secure area of the online system for a period of 12 months.

Invite templates and timing.

You decide when your review requests are sent. Upload your orders, select when you would like your customers to be sent a review request, and we will email them. Your customers can even select to Rate Later, just in case they are busy at that time. Choose between different email templates, customised with your shop-logo.

Collect automatically.

Integrate our Rate Now or Rate Later button into your existing emails and collect reviews automatically.

Notification of new reviews.

Find out as soon as a customer has left a review. We will send you an email alert, so if need be, you can respond quickly.

Comment on reviews.

Respond to your reviews publicly when needed. Received a negative review? Showcase how proactive your company is towards problems. Reply with a comment showing how you will deal with the issue in a professional way. You can even do this on the move by using our App (iOS).

Infringement process.

Suspect a review is not genuine? We have a dedicated service team to look at this for you. We are [AFNOR certified](#) (according to standard NF Z74-501), this means the way we process and manage your reviews is to a very high standard and we ensure you are protected from false comments.

In the event that a rating is not truthful, you can choose to report the infringement at any time. We check the facts.

- If, from the online shop's perspective, a rating breaches applicable laws (for example, if a rating is objectively untrue or offensive), Trusted Shops manually checks the relevant rating and deactivates any customer review it considers unlawful.

Social media posting.

Satisfied customers love to recommend products and online shops to friends and family. Allow them to do this with our Facebook, Twitter and Google+ share buttons.

Review booster.

Upload orders from your customers who have provided their consent to receiving rating requests from Trusted Shops using the Review collector tool and receive reviews within hours. Our easy to use software means no integration is required, all you need to do is upload an Excel sheet with your customers Name, Order number and Email address. Simple.

Facebook app.

You can show your Facebook fans your trustworthiness. Integrate your review tab to your Facebook fan page so they can see your reviews and seller stars.

Mobile app.

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

My Trusted Shops.

One place to manage everything. With your individual My Trusted Shops Login (MyTS) you can manage, analyse and respond to all your reviews, change your shop-data and switch between different membership packages. Shop software plugins.

Super easy integration. If you use software from one of our partners it's even easier to get started! Our partners allow you to plug and go with just a few easy clicks in the shop software admin area.

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.

Additional options.

For the performance of additional services or services for further online presences (e.g. further language version, mobile view or further domain), upgrades must be acquired.

Paid upgrades are available under trustedshops.com

a. Unlimited URLs.

The Customer Review services are in principle performed for an unlimited number of Websites owned and operated by the Member. Additional Websites must be registered first inside the Trusted Shops Online System.

b. Stars in Google.

Automatically transmit your seller ratings to Google and show stars in your AdWords campaigns, Google Shopping and Product Listing Ads., provided that Google offers that product in the country of the respective online shop. Trusted Shops will transmit your customer reviews, but Google manages the received data and decides about the insertion of the customer reviews. Trusted Shops cannot be held responsible for the conditions and time limits for displaying the customer reviews within Google's services.

c. Rich snippets.

Rich snippets allows you to show your stars in the organic search engine results on Google. Integrate the Rich snippets code and show your Google stars in a cost free, natural way.

d. Review sticker.

Customise how you display your review comments, with a rolling screen of reviews into your online shop. Google loves user generated content and all you need to do is to embed the simple JavaScript code and your customers will continually generate content for your website.

e. Connected review profiles.

Show customer feedback from all of your review profiles by linking them together. If you have more than one domain collecting reviews, this is a great way to promote your other websites.

f. Benchmarking.

Benchmark your performance against others. Analyse your number of reviews against your average rating, then compare this to all other shops. This is analytics for your reviews!

g. Review API.

Do you want to use your reviews in your own customised context? With our full review API you get your ranking and reviews in JSON or XML format. Full flexibility.

h. Active Review Monitoring.

Our range of services

- Identification of reviews without reference to a purchase
- Inspection and deletion of inadmissible reviews
- Active mediation
- The forwarding of critical reviews to your customer service team
- + Optional:
 - + Active comments on reviews
 - + Personal point of contact
 - + Analysis and advice on optimising your website

i. Product reviews

Boost your conversion by offering your customers unique product information. The Turstbadge© integration allows you to collect 50 product reviews automatically. By showing the reviews on your product pages, your customers get trustworthy product information and are likely to buy more often.

j. Trustmark and Guarantee

This package includes a comprehensive audit of your online shop based on the Trusted Shops Quality Criteria as well as the Trusted Shops buyer protection. 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 and mediation.

Trusted Shops Trustmark

You present yourself as a secure and certified online shop using the Trusted Shops Trustmark and convince even critical 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.

Audit of compliance with the Quality Criteria

Your shop is audited to check if the relevant criteria are adhered to. Trusted Shops [Quality Criteria](#) is based on European directives that are important for making purchases on the Internet. Adhering to our Quality Criteria positively differentiates you from your competitors.

Trusted Shops uses the feedback from your customers from the Trusted Shops guarantees and customer ratings to measure crucial quality features. The Trusted Shops quality indicators give you valuable information about your shop compared with those of your competitors. Are your values in the green? Then you can be satisfied and we, too, need have no qualms about recommending your shop as trustworthy. Are your values in the yellow? Then please keep an eye on them. Do individual or several indicators lie in the red? Then there is an urgent need for action.

Both general trends and short-term fluctuations of the quality indicators are displayed in graphs on your Trusted Shops online system. This means that you can take appropriate action before it's too late and improve the quality of your shop.

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. That means that you get real practical help from experts and understandable tips for a secure shop.

Buyer Protection for your customers

Buyer Protection comes into effect in the event of non-delivery or non-refund after the return of a product. The [Trusted Shops Guarantee](#), a money back guarantee, is part of Trusted Shops Buyer Protection and protects buyers from losing the paid purchase price. With that, 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.

Online customers can register for Trusted Shops Buyer Protection online. Buyer Protection is an optional service for customers of online shops; registration is offered to customers at an appropriate stage in the buying process. Following registration, the customer receives a corresponding confirmation via email.

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.

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 includes activation of a claim under the guarantee program and general support queries.

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. This control centre provides you with a quick overview of all existing and new reviews and guarantees at all times. Create additional user accounts for other employees responsible for analysing or responding to reviews or guarantees.