

# 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 an 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 Trust-card 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 submitting 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 Trust-badge 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

After registering via Trstd Login in a participating Online Shop, additional information about the online presence can be viewed – particularly regarding the membership status of the participating Online Shop 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 participating Online Shops 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 participating Online Shop. Further details can be found in the privacy policy.

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

## 5 Right to cancel for consumers

Consumers have the right to cancel as described in the following.

### **Right to cancel**

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us (Trusted Shops SE, Subbelrather Straße 15c 50823 Köln, Tel.: +44 20 33645 906, Fax: +49 221 77536 89,

guarantee@trustedshops.com) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation**

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

End of information on the right to cancel.

### **Model cancellation form**

(If you want to cancel the contract, please fill out the form below and send it back to us)

- To Trusted Shops SE, Subbelrather Straße 15c 50823 Köln, Tel.: +49 221 77536 77, service@trustedshops.com:

- I / We (\*) hereby give notice that I /We (\*) cancel my/our (\*) contract - of sale of the following goods (\*)/for the supply of the following service (\*)

- Ordered on (\*)/received on (\*)

- Name of consumer

- Address of consumer(s)

- Signature of consumer(s) (only if this for is notified on paper)

- Date

(\*)Delete as appropriate

## 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 provided 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 Policy for the Use of the Trusted Shops services

The following Privacy Policy provides information on the processing of personal data (hereinafter also referred to as 'data') in the context of using the Trusted Shops Buyer Protection and other Trusted Shops services. They apply in addition to the general Privacy Policy which is available here. There you will find in particular information about the data controller and your rights. If you have any questions or wish to exercise your data protection rights, please contact us at [privacy@trustedshops.com](mailto:privacy@trustedshops.com).

### 1. Definitions

Insofar as no specific definition is listed and the terms are legally defined in Art. 4 GDPR, the definitions from the GDPR apply.

**"Review Invite"**: A review invite is a message sent via email or SMS that contains a personal link to allow you to submit a review for a specific business.

**"Guarantor"**: Trusted Shops uses insurers as guarantors to provide its services. Your purchase is covered by one of the listed guarantors.

**"Joint Controllorship"**: Joint controllorship describes the configuration in which Trusted Shops is jointly responsible for a processing operation with one or more other controllers in accordance with Art. 26 GDPR because the purposes and means of the processing are determined jointly.

**"Partner Company"**: Partner company means a company that uses Trusted Shops services (e.g., buyer protection, the review platform, widgets) and may possibly process personal data together with Trusted Shops.

**"Online presence"**: The online presence(s) (e.g., webshop, shop application on third-party sites, website, etc.) of the partner company that bears the Trusted Shops seal of approval, uses the review system or/and other services of Trusted Shops that are related to the processing activities described in this Privacy Policy.

**"trstd login"**: The trstd login is a button that can be integrated into the online presence of Trusted Shops or the online stores certified by Trusted Shops ("Business Members"). Via the trstd login, visitors to the online presence can register directly for the Trusted Shops services (then "consumer member") or log into their account as an existing Trusted Shops member.

**"Trustbadge/Widget"**: Trusted Shops provides various widgets that a company can integrate into its online presence. The widgets are used, for example, to display the average value of collected reviews or to inform about the certification and buyer protection of Trusted Shops and to enable the use of the Trusted Shops services. The Trustbadge is a special form of these widgets.

**"Trustcard"**: The Trustcard appears on the online presence of partner companies 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.

**"Buyer Protection"**: Trusted Shops Buyer Protection is a purchase protection that takes place at Trusted Shops certified partner companies. You can find more information here.

### 2. Information on the controllers subject to data protection law



The services described below are provided by Trusted Shops SE (hereinafter referred to as Trusted Shops) as the controller subject to data protection law. You can find contact information in the Legal Notice and the general Data protection information. For certain processing activities, there is also joint controllership in accordance with Art. 26 GDPR. In these cases, Trusted Shops determines the purposes and means of processing jointly with one or more other controllers. This may also involve an exchange of data. Those processing activities for which there is joint controllership, as well as the areas of responsibility, are identified accordingly in this Privacy Policy.

### **3. Data collection for the use of the services**

#### **3.1. Collection of personal data when widgets are displayed**

In order to display the Trusted Shops seal of approval and any reviews collected, as well as to offer Trusted Shops products to buyers after they have placed an order, the so-called Trusted Shops Trust-badge or other widgets are integrated into the online presence of the partner company. The Trustbadge is provided by a CDN provider (content delivery network; subcontractor). Trusted Shops uses a service provider from the USA, whereby the processing takes place on servers in the country from which the website request is made. If you access the website from the EU, the processing will, therefore, take place in the EU. The partner company and Trusted Shops are jointly responsible for the display of the Trustbadge/widget in accordance with Art. 26 GDPR.

In order to display the Trustbadge/widget, the processing of your IP address is technically necessary, among other things. The processing is based on Art. 6 (1) (f) GDPR and is necessary to fulfil the legitimate interest of the shop to offer buyer protection or to advertise it or the shop's collected reviews. Insofar as the partner company asks for your consent, the legal basis is Art. 6 (1) (a) GDPR.

When the Trustbadge/widget is called up, the web server automatically saves a so-called server log file, which also contains your IP address, date and time of the call, amount of data transferred and the requesting provider (access data) and documents the call. The server log file is stored for 90 days and then deleted or anonymised. The legal basis is Art. 6 (1) (f) GPDR. The processing is necessary for the prevention of fraud and abuse, for the optimisation of our offer and website, as well as to ensure that the website or the Trustbadge, or other widget function properly.

#### **3.2. Registration via the Trusted Shops website or a shop website**

The input of your personal data is done by you when registering for the use of the [Trusted Shops Services](#). The following data is collected:

##### Buyer Protection:

- First and last name (only when registering via the Trusted Shops website)
- Email address
- Password (if applicable) (for login to the Consumer World)

The initial collection of data takes place when you register for the use of Trusted Shops services either directly on our website or following a purchase in a partner company



certified by Trusted Shops via the so-called Trusted Shops Trustcard. In order to render the Trusted Shops services you have booked, i.e. securing your purchase at a certified partner company carrying the Trusted Shops Trustmark with the buyer protection, the partner company you purchased from, transmits the order data to us. Whether you are already registered for buyer protection is first determined by transmission of the email address which has been hashed by a cryptological one-way function by the partner company to Trusted Shops. After checking for a match, the parameter is automatically deleted. If you are registered for the use of Trusted Shops Services, the following order data is automatically transferred to Trusted Shops SE.

- Email address:
- Shop ID
- Order number
- Order total and currency
- Order date
- Payment method

Your data will be used for contractual performance in accordance with Art. 6 (1) (b) GDPR in order to be able to offer you the Trusted Shops services for buyers. If we receive the data required for the provision of the services by integrating the Trustbadge into the online presence of the partner company from which you have made a purchase, this partner company is jointly responsible with Trusted Shops for the data collection. For further information, please refer to Clause 12.

### **3.3. Social Login via Facebook or Google**

You have the option to link your Trusted Shops account for buyers with your Facebook account or your Google account. In this case, in future, you will only need to authenticate yourself on Facebook or Google using your login data in order to also be logged into your Trusted Shops membership account for buyers.

For this purpose, you will be asked to consent to the transmission of the following data to Trusted Shops when the link is established for the first time:

Facebook: Email address, name, profile photo, age range (e.g., 35-39), language, country and other data that you have set as publicly visible on your Facebook profile.

Google: Email address, name, profile photo and other data that you have set as publicly visible on your Google profile.

The data that Trusted Shops receives from Facebook or Google is used on the basis of your consent in accordance with Art. 6 (1) (a) GDPR to help you design your shopper profile. Facebook receives the email address from Trusted Shops when you first link Facebook to your Trusted Shops account in order to identify you as a user, and subsequently only the ID that has been defined for you between the two systems as an authentication feature. Facebook or Google does not receive any other data. You can unlink the accounts at any time and revoke the transfer of data with effect for the future by changing your settings on Face-book(here) or Google(here) accordingly.

Facebook, Inc. and Google LLC are based in the USA. Please be aware of the risks associated with processing personal data in the United States.

#### **4. Processing when a buyer protection or warranty case is opened**

After you have opened a buyer protection or guarantee claim, the following data will also be collected, if necessary, in order to verify the obligation to refund:

- Evidence of payments made
  - Copy of the bank statement
  - Cash on delivery receipt
  - Sworn testimony
- Proof of returns
  - Copy of a deposit receipt
  - Sworn testimony
  - Proof of identity, e.g., copies of identity documents

You may and should black out any personal data not required on supporting documents, in particular, on copies of identity documents and bank statements.

You are contractually obligated to submit any evidence and supporting documentation we require. If you do not do this and we are consequently unable to verify the facts of your case, no refund can be made.

Your data will be used for contractual performance in accordance with Art. 6 (1) (b) GDPR in order to be able to offer you the Trusted Shops services for buyers. Insofar as we collect data in the context of a guarantee case opened by you, this is done in accordance with Art. 6 (1) (b) GDPR in order to provide you with the buyer protection as stipulated in the Terms of Use. Furthermore, the processing is carried out in accordance with Art. 6 (1) (f) GDPR to protect our overriding legitimate interests and those of the shop in determining whether there is an obligation to issue a refund.

#### **5. Sending review invitations**

If you have registered with us for our services, we will send you review invites as part of the service user agreement. In these cases, the data processing is necessary for the fulfilment of the contract in order to enable you to submit a review and is hence based on Art. 6 (1) (b) GDPR.

If you have given your express consent to a partner company using the Trusted Shops review system during or after your order in accordance with Art. 6 (1) (a) GDPR, we will use your email address to send you a re-view invite by email on behalf of the partner company. The consent can be revoked at any time by sending a message to the respective partner company.

The partner company for which Trusted Shops sends a review invite receives information from Trusted Shops on the status of the review invite (e.g., whether it has

been sent and whether it has arrived). This is done in accordance with Art. 6 (1) (f) GDPR to fulfil the legitimate interest of the partner company to receive information on review invites sent on its behalf, in order to carry out optimisations based on this if necessary, as well as to fulfil the legitimate interest of Trusted Shops to be able to offer this service.

If you submit a review via the Trusted Shops review system, then, in accordance with Article 6 (1) (b) GDPR, Trusted Shops and the rated company will require your e-mail address to ensure the validity and trustworthiness of the review and to contact you if necessary in order to clarify any complaints and verify the submitted review. The e-mail address will be stored for this purpose along with a transaction number and the review, and will be shared with the reviewed company.

The respective partner company from which you have made a purchase is jointly responsible with Trusted Shops for the sending of review invites and the collection and display of information on its status. For further information, please refer to Clause 12.

You have the option of permanently unsubscribing from receiving review invites, regardless of the partner company for which Trusted Shops sends them. In this case, your email address will be placed on an internal blocklist. The processing is carried out in accordance with Art. 6 (1) (f) GDPR in order to fulfil our legitimate interest in preventing the sending of review invites. To unsubscribe permanently, please write an email to the contact stated above or click on the corresponding link in the email.

## **6. Consumer Account and trstd login**

### **Consumer Account**

When you register for the Trusted Shops services, a consumer account is created using your email address, allowing you to log in. There, you have the option, among other things, to view your protected purchases from the past 12 months, open buyer protection cases and submit reviews. You can also publish your review profile so that submitted reviews are shown in a personalised manner. In your personal address book, you can store addresses that you use during your purchases. The creation of the profile as well as any processing of personal data in the consumer account is carried out for the fulfilment of contractual obligations pursuant to Art. 6(1)(1)(b) GDPR.

### **trstd login**

If the trstd login is integrated into online presences of partner companies, Trusted Shops and the partner company are joint controllers for the processing described below in accordance with Art. 26 GDPR. If the trstd login is integrated into online presences of Trusted Shops, Trusted Shops is the sole controller for the processing described below.

#### **a. Collection of personal data when displaying the trstd login**

The trstd login is made available by a CDN provider (content delivery network). Trusted Shops uses a ser-vice provider from the USA for this purpose, whereby the processing usually takes place on servers in the country from which the website is accessed. If

you access the website from the EU, the processing therefore regularly takes place in the EU.

Among other things, the processing of your IP address is technically necessary to display the trstd login. The processing is based on Art. 6 para. 1 sentence 1 lit. f GDPR and is necessary to fulfill the legitimate interests of Trusted Shops and the respective partner company. If the partner company asks for your consent, the legal basis is Art. 6 para. 1 sentence 1 lit. a GDPR.

When you access the trstd login, the web server automatically saves a so-called server log file, which also contains your IP address, the date and time of access, the amount of data transferred and the requesting provider (access data) and documents the access. The server log file is stored for 7 days and then deleted or anonymized. The legal basis is Art. 6 para. 1 sentence 1 lit. f GDPR. The processing is necessary for the prevention of abuse and fraud, for the optimization of the offer and website and to ensure the trouble-free operation of the website or trstd login.

To make the trstd login technically available and to recognise registered users, cookies and other technologies are used. The processing is based on Art. 6(1)(1)(b) GDPR and Section 25(2) No. 2 TDDDG.

b. Use of information for marketing and analysis purposes

Trusted Shops and the partner companies use the information you provide for analysis purposes, for the general optimization of the online presence and to be able to provide you with individual offers. The processing is based on the predominantly legitimate interests of Trusted Shops and the partner company in the aforementioned purposes in accordance with Art. 6 para. 1 sentence 1 lit. f GDPR.

c. Collection of order information for personalization, marketing and analysis purposes

If you are logged in via the trstd login integrated into the online presence of an online store, Trusted Shops collects order information, such as the product purchased, in order to pass this information on to partner companies on an aggregated or personalized basis. Personal information may only be passed on after you have given your prior consent and only if you are logged in to the online presence of the respective partner company via the trstd login.

Order information for purchases on the respective online presence visited is shared with this partner company on the basis of the overriding legitimate interests of Trusted Shops and the partner company whose online presence is visited in the optimal marketing of the products and personalized customer service if a login is made via the trstd login.

d. Transfer of delivery address to partner companies

Using the trstd login, you can select from the address book the address needed for the respective purchase to automatically populate the delivery data in the partner company's order process. These data are transmitted to the partner company upon full completion of the order. The legal basis for the transmission of your delivery address to the partner company is Art. 6(1)(1)(b) GDPR.

## 7. Review submission

If you click on a review invite link or log into the Consumer World (only for registered users), you have the opportunity to review the partner company from which you have made a purchase, or a product that you have purchased and to write a review text. You will find links to the relevant terms of use and privacy policy before submitting the review. The partner company has the possibility to view and manage the submitted reviews in a system provided by Trusted Shops, and to comment on them. In addition, reviews submitted by the partner company can be exported and used for other purposes. The respective partner company and Trusted Shops are jointly responsible for the collection of the review as well as the processing in the systems of Trusted Shops in accordance with Art. 26 GDPR. The respective partner company is solely responsible for any further processing, in particular, for the export of evaluations and subsequent processing, as well as all associated obligations.

## 8. Processing for advertising purposes

We may use your email address, which we have received from you in the course of registering for the Trusted Shops Services, to send you advertising for our own similar goods or services. Advertising mails like this are sent out in accordance with Art. 6 (1) (f) GDPR for the fulfilment of our legitimate interest to advertise our products. The processing is carried out in accordance with the provisions of Section 7 UWG (German Unfair Competition Act).

## 9. Recipients and categories of recipients incl. third country transfer

Hereinafter, we will inform you about data recipients or categories of data recipients, i.e., other responsible parties or order processors who receive personal data from Trusted Shops when you use the Trusted Shops services. In addition, we inform you about potential data transmissions to third countries.

### Guarantor

The Trusted Shops Buyer Protection is an offer of the Trusted Shops SE. The Trusted Shops guarantee is offered by one of the following guarantors:

- Atradius Kreditversicherung, Branch of Atradius Crédito y Caución S.A. de Seguros y Reaseguros, Opladener Straße 14, 50679 Cologne, Germany, Principal Representative: Dr. Thomas Langen, Amtsgericht (Local Court) Köln HRB 89229, main business activity: Credit Insurance, Data Protection Notice: <https://atradius.de/datenschutz.html>
- R+V Versicherung AG, Raiffeisenplatz 1, 65189 Wiesbaden, Amtsgericht Wiesbaden HRB 7934, Data Protection Notice <https://www.ruv.de/datenschutz>

The respective guarantor is selected by Trusted Shops SE and will be named to you after you have registered for buyer protection. Transmission of your personal data collected during the use of the Trusted Shops Buyer Protection takes place only between Trusted Shops SE and the correspondingly selected guarantor and within the

scope of necessity for the processing and/or implementation of the guarantee. This data will not be passed on to other third parties. The guarantor receives personal data only to the extent necessary for the performance of the guarantee. The legal basis for the transmission is Art. 6 para. 1 sentence 1 lit. b(1) (b) GDPR. The disclosure is necessary in order to provide the guarantee service offered by the guarantor.

#### Partner company

If you receive a review invite and, potentially, submit a review, the respective partner company will receive information from Trusted Shops as described in this Privacy Policy.

If you open a buyer protection case, it may also be necessary to transmit data to the partner company to which the buyer protection relates. The purpose is to check the plausibility of your information and to give the partner company the opportunity to issue a statement with their view on the matter. The legal basis is Art. 6 (1) (b) GDPR, as the transmission is necessary to provide the buyer protection. Moreover, the transmission is also based on Art. 6 (1) (f) GDPR. The transmission is necessary to protect our legitimate interest in determining whether or not there is a valid buyer protection / guarantee claim. In addition, the partner company also has a legitimate interest to comment and defend themselves.

#### Use of service providers

In addition, we use various service providers that process data on our behalf in order to provide our services, for example, for hosting, email dispatch, or subscription and payment management. Generally, data processing takes place in member states of the European Union (EU) or the European Economic Area (EEA). Your personal data collected when using the Trusted Shops Buyer Protection is only transferred to third countries if you contact our customer service that uses a ticket system provider as a subprocessor in order to process enquiries and requests. We have concluded standard data protection clauses with our service providers in accordance with Art. 46 (2) (c) GDPR. In addition, our service provider for the ticket system has adopted Binding Corporate Rules approved by the competent supervisory authority in accordance with Art. 47 GDPR. Nevertheless, there may be risks associated with processing personal data in third countries. Please refer to the "Third Country Transfer" section of the Privacy Policy on our website.

### **10. Automated decision making including profiling**

Using the Trusted Shops Buyer Protection does not entail any automated decision-making processes.

### **11. Duration of the storage of personal data**

The personal data processed is generally stored for as long as you are registered for the Trusted Shops services. In addition, the storage period is based on the necessity for the specific processing purposes and the relevant retention periods of 6 years or 10 years stipulated respectively by the German Commercial Code (Sec. 257) and the German Fiscal Code (Sec. 147). The personal data is, therefore, stored at least for the

duration of the statutory retention periods. If personal data is required for verification and documentation purposes, the storage period is 3 years.

## **12. Information on joint controllership in accordance with Art. 26 (2) (2) GDPR**

### Joint controllership with the partner company

Trusted Shops has concluded an agreement in accordance with Art. 26 GDPR with each partner company in terms of our joint controllership.

The partner company is responsible for fulfilling its information obligations and for ensuring a legal basis in connection with the collection of personal data that takes place in its online presence (for example, with regard to the transmission of order data for the conclusion of buyer protection or for dispatching review invites). If data is stored on systems of the partner company, then said partner company is responsible for all associated obligations, in particular, ensuring the security of processing and compliance with erasure obligations.

Trusted Shops is responsible for the fulfilment of information obligations and other obligations arising from the GDPR, insofar as personal data is collected on its own websites (for example, when you submit reviews) or is processed on its own systems. This particularly concerns our ensuring that the data processing is secure as well as our compliance with deletion obligations.

You can file requests based on your data subject rights in connection with any processing activities that are subject to joint controllership with Trusted Shops. Nevertheless, you have the right to also contact the respective partner company directly. Your request may be forwarded to other responsible parties if this is necessary for processing.

### Joint controllership with the guarantor

Trusted Shops SE and the respective guarantor are joint controllers within the meaning of the German Data Protection Act and Art. 26 (1) GDPR.

Trusted Shops SE is responsible for complying with all data protection requirements laid down by the GDPR insofar as the data processing is carried out by Trusted Shops SE. As soon as personal data has been transmitted to the respective guarantor, it is responsible for all processing activities on its own part, and for its compliance with the respective GDPR requirements.

We kindly ask you to contact Trusted Shops SE with any data protection concerns and, in particular, with the assertion of your data subject rights in connection with the use of the Buyer Protection. You nevertheless have the right to contact the guarantor directly as well. For information on data protection, please refer to the privacy policies of the guarantors that are linked above.