

Trusted Shops License Conditions

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

The Trusted Shops trademarks include the Trusted Shops **own brands**, which Trusted Shops is exclusively entitled to use, as well as the Trusted Shops **license signs** listed below, which Trusted Shops grants its paying members (hereinafter Member or Members) to use in accordance with the Trusted Shops Membership Terms or users of the chargeable functions of the eTrusted platform (hereinafter referred to as Users), in compliance with the contractually agreed regulations and in each case in compliance with the following license conditions.

Besides, it is prohibited to use the Trusted Shops trademarks or to give the impression that an online presence has been checked by Trusted Shops. In particular, Trusted Shops does not grant Users of the free basic services any right to use the trademarks.

The rights of use set out below shall lapse as soon as and for as long as the Member/User fails to comply with one or more of the license conditions in relation to the booked online presence, is at least 7 days in default of payment despite a reminder, or the existing contract between Trusted Shops and the Member/User ends. Trusted Shops shall check the compliance of the Member/User at its reasonable discretion on an ongoing basis and by means of random checks. After termination of the contract, all references to the cooperation with Trusted Shops and the license signs used in accordance with this conditions must be removed.

1. Granting of the simple right of use regarding Trusted Shops Guarantee mark (Trustmark)

Trusted Shops grants to certified Members/Users a limited, revocable, non-exclusive and non-transferable right to use the Trusted Shops Trustmark on the Website(s), for which the Member/User ordered the Trustmark option



- through integration within the Trustbadge and in compliance with the <u>directive to use the</u> trustbadge for the certified website.
- to refer to the certification of the Website by using it in brochures, catalogues, e-mails and other individually agreed media within the framework of a presentation released and downloadable in the Brandcenter, as long as this does not give the impression that an offer is certified that ist not subject of the agreement

under the following conditions:

- Existence of a Trusted Shops Membership
- Certification of the website on which the trustmark is been used

- Compliance with the current version of the Trusted Shops Quality Criteria <u>TS-QAL</u> in its currently valid version
- Offers Customers the Trusted Shops Buyer Protection and the Trusted Shops Guarantee within the certified Website
- Fulfills all the following obligations of the Trusted Shop Membership Terms 5.1, 5.4, 5.6, 12.3, 12.4, 12.5, 6.1, 6.2, 6.9, 6.4
- does not violate the exclusion catalogue (<u>TS-ASK</u>)
- promptly responds to enquiries, makes recourse payments arising from buyer protection cases
- o pays the fees on time
- o provides the necessary documents to enable an assessment of creditworthiness

2. Granting of the non-exclusive right to use the figurative sign

Furthermore Trusted Shops grants its paying Members/Users a limited, revocable, non-exclusive and non-transferable right to use the following sign



- through integration within the Trustbadge and in compliance with the <u>directive to use</u> the trustbadge and/or
- o by using within a Widged made available by Trusted Shops and/or
- by using it in brochures, catalogues, e-mails and other individually agreed media within the framework of a presentation released and downloadable in the Brandcenter to use in connection with reviews collected via Trusted Shops and/or
- by integration within reviews published via the Social Media Creator

under the following conditions:

- Existence of a Trusted Shops Membership or booking the chargeable variant as part of the user contract of the eTrusted platform
- Use of the Trusted Shops review platform/eTrusted platform to collect service reviews or product reviews
- Members: Fulfills the following obligations of the Trusted Shop Membership Terms 5.1, 5.4, 5.6 and 6.1, 6.2, 6.1, 6.9, 6.4
- Users: Compliance with the terms of use eTrusted platform and regulations from the guidelines for using the reveiw system
- does not violate the exclusion catalogue (<u>TS-ASK</u>)
- promptly responds to enquiries
- · pays the fees on time