

GENERAL TERMS AND CONDITIONS - EU

GENERAL TERMS AND CONDITIONS

(valid from May 2024)

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Preamble

By registering for BestSecret, the member declares that he agrees to the following General Terms and Conditions of Best Secret GmbH (hereinafter: "BestSecret"). For reasons of reader-friendliness we use the generic masculine in this text. Of course, all genders are meant equally.

A. General Provisions

SECTION 1 GENERAL

1. These General Terms and Conditions („T&Cs“) govern the relationships between BestSecret and the “members”
 - (a) in the use of the website at www.bestsecret.com (hereinafter the “Website”) or the BestSecret app for mobile end devices (hereinafter the “App”) and
 - (b) the sale of goods (hereinafter “goods”) by BestSecret via the Website or the App.
 - (c) (lit. (a) to (b) altogether: BestSecret-services)
2. By registering on the website or in the app, you agree to the T&Cs. If you do not agree to the T&Cs, you are prohibited from using BestSecret-services. Business relationships with BestSecret are subject exclusively to these T&Cs.
3. The current version of the T&Cs can be downloaded and printed out at www.bestsecret.com/terms.
4. BestSecret is entitled to amend these T&Cs in accordance with Section 7.
5. BestSecret requires that users read these T&Cs before using the Website / App or ordering goods. If you do not understand parts of these T&Cs, please contact BestSecret at help.bestsecret.com/s/contactsupport to have them explained to you.

SECTION 2 DATA PROTECTION

Protecting your privacy is our highest priority. You can read our privacy policy at www.bestsecret.com/privacy to see which data BestSecret collects from you and how it is processed.

SECTION 3 MEMBERSHIP

1. Only members can access this online shop.
2. The first requirement for getting membership is a recommendation.
3. Only consumers who are fully legally competent may become members.

4. You can only register online.
5. You only become a member when BestSecret accepts your membership application.
6. BestSecret is not obliged to accept new members.
7. Each Member shall receive a BestSecret-account ("account").
8. Each natural person is only allowed to have one account.
9. Membership is non-transferable.
10. Membership is free.
11. The member undertakes to use the Website in accordance with these T&Cs. Login details must be kept secret. If he suspects that a third party is using his login details, the member is obliged to inform BestSecret without undue delay and to change his password.

SECTION 4 TERM AND TERMINATION OF MEMBERSHIP

1. Membership persists for an indefinite period.
2. The member and BestSecret are entitled to terminate his membership at any time, without giving reasons and with immediate effect. Terminations by the member can be sent to customer service at help.bestsecret.com. Further information can be found [here](#).
3. If a member does not order any goods through their account for a period of one year or more, BestSecret may deactivate the account. BestSecret will notify the member by email a reasonable time before deactivation and give the member the opportunity to prevent the deactivation. In particular, if the member orders goods via the account up until the date of deactivation, BestSecret may refrain from deactivating the account. Even after deactivation of a account, a membership can be acquired again; Part A Clause 3 shall then apply accordingly.
4. If the member violates these T&Cs or a contractual obligation, BestSecret has the right to terminate the membership without notice and with immediate effect.
5. Termination has no effect on orders which have already been submitted. Any rights of withdrawal and cancellation on the part of the member remain unaffected by termination. After the termination has taken effect, invoices and contractual documents can only be issued via Customer Services on a case-by-case basis and with clear identification of the account or the member.
6. If a member objects to the T&Cs or parts thereof, his membership ends automatically when the objection is received by BestSecret, after BestSecret has been informed of the impending termination and a reasonable period has elapsed between objection and termination.

SECTION 5 VIP Club

5.1 General information

1. BestSecret rewards especially loyal members by offering the VIP Club. Members can earn points based on certain activities. Members can attain Silver, Gold or Diamond status depending on the number of points they have. You can read about what you need to do to reach the desired status and what the respective benefits are in the Helpcenter under the point VIP Club. You can find the Helpcenter [here](#). Certain advantages are offered in collaboration with cooperation partners. These offers may be limited in time, offered only in selected jurisdictions or countries and may be terminated at any time in the future without giving reasons.
2. It may take up to six weeks for points to be credited to you.
3. The respective status is valid for 12 months. If you reach a higher level during this period, you will be automatically switched to the next higher level. You likewise retain your new status for a period of 12 months.

5.2 Referring new members

1. Every member who has made an order and kept and paid at least one good from it, has the possibility to refer new members. You can read about how you can refer new members at www.bestsecret.com/recommendation.htm.
2. Members may make a limited number of referrals depending on their status. Members who have a Basic-status generally have five (5) referral rights available per year. Members, with the Silver-status can generally make ten (10) referrals per year. Members who have attained Gold-status are entitled to refer 15 people per year. Members who have attained Diamond-status are entitled to refer 20 people per year.
3. Referrals can only be sent to potential new BestSecret customers. Referrals may not be sent to customers who are already registered or who have already been declined by BestSecret.

4. A person is regarded as having been referred if they register as a BestSecret customer („referred”) in response to a direct referral of a member („referrer”) using the invitation link provided to them. The same person may not receive multiple referrals.
5. If the referred person has placed at least one order and has kept and paid for at least one product, the referring person will receive a referral voucher in the amount of 10% (Basic and Silver), 15% (Gold) or 20% (Diamond), depending on his VIP status level. Within special promotional periods with different voucher amounts (so-called viral promotions), BestSecret reserves the right to determine as a prerequisite for the issuance of the recommendation voucher for the referrer that the referred person makes his first purchase within a period of 90 days from the date of registration. The referral Voucher will be credited to the referrer's account after the expiration of the applicable return period according to the status level of the referrer and a certain return processing time. In addition, further commissions are regulated in clause 5.4.
6. Self-recommendations of any kind are expressly prohibited and can be tracked. BestSecret reserves the right to block all accounts in connection with a self-recommendation and to take further legal action in the event of a violation of this clause 5.2.6.

5.3 Prohibition of spamming with referral links

The unsolicited dissemination of referral links, so-called spamming, both in general and in particular on so-called deal platforms, social networks or similar, the dissemination of referral links in a way that damages the reputation of BestSecret as well as the sending of referrals to persons who do not wish a referral to BestSecret is expressly prohibited. The consent of the person to be referred must be obtained in advance. It is clarified that in social networks on (i) commercial profiles, (ii) private profiles, the purpose of which according to the objective appearance is the sharing of referral links, and (iii) private profiles, through whose profile setting all contents are generally visible to the public, the sharing of referral links is prohibited without the prior consent of BestSecret. Private profiles, through whose profile setting content is only visible to friends and personally known contacts, may also share referral links to friends and personally known contacts via social networks in accordance with this clause 5.3. The sharing of referral links in the personal environment is also expressly permitted. Notwithstanding clause 5.5.2, BestSecret reserves the right to block all related accounts and to take further legal steps in case of violation of this clause 5.3.

5.4 Commission system

1. Every recommending member who has at least attained Silver status at the time of the recommendation will receive a commission based on purchases by the people they referred within the first ten (10) months of the recommended person registering with BestSecret as a member. The recommending member must invite at least two persons to BestSecret who place an order each within one year and have kept and paid for at least one item. From this point on, the recommending member's commission account will be updated, and the recommending member will have access to the account provided they have kept at least Silver status.
2. The commission for Silver or Gold customers is 5% of the net purchases (purchase price without value added tax) by the people they recommend and for Diamond customers 7% of the net turnover by the people they recommend. The amount of the commission depends on the status of the recommender at the time of the registration of the recommended person. The commission amount will not be adjusted for past referrals in case of a change of status.
3. Commissions are only valid for orders that have been paid in full and finally retained by the recipient of the referral and only after these conditions have been satisfied. No commission credit will be awarded insofar the recipient of the recommendation returns Goods. If the recipient of the recommendation uses discount vouchers when making a purchase, the discount voucher will be deducted from the net purchase price when calculating the commission.
4. The commission period during which the referrer will be awarded a commission credit for purchases by the referred is 365 days from the date on which the recipient of the recommendation registered as a BestSecret member. Purchases made by the referred party must be fully completed within this commission period, i.e. the status-dependent return time must have expired and the purchase including the commission payment must have been processed. Generally, this is the case for purchases made within ten (10) months of registration. BestSecret reserves the right to credit the referrer with commissions even for orders made later than ten (10) months after the referred registration. However, the referrer is not entitled to this.
5. Commissions will be paid out as vouchers. Commission credits may not be paid out in cash. The commission account may only be used for orders from BestSecret.
6. In order to have the commission paid out as a voucher, the referrer always needs two active referrals at the same time. A referred is considered an active referral for a maximum of one year after registration, if and as soon as he has placed at least one order within one year from registration and has kept and paid for at least one item.
7. Members are responsible for any tax liability associated with their commissions.
8. Commissions are redeemable until the end of the third year after receipt.

5.5 Miscellaneous

1. BestSecret reserves the right to change the VIP Club terms and conditions as provided in section 7 or to discontinue the VIP Club altogether.
2. BestSecret reserves the right to block the commission account, to reclaim commissions that have been paid out, to suspend members from the VIP Club or to revoke certain benefits associated with the VIP Club, and to take further legal action, in the case of culpable violations of the T&Cs, or abuse in any form.
3. In the event that the VIP Club is discontinued, commissions earned shall remain valid subject to the provisions of sections A. 5.4.8 and 5.5.2, and applicable statutory limitation periods shall apply.
4. Commissions expire if membership of BestSecret is ended altogether.

SECTION 6 VOUCHERS

6.1 General conditions

1. There are two types of vouchers, on the one hand (i) money vouchers, which include in particular bought vouchers according to Clause 6.2 as well as non-bought vouchers, which are issued e.g. in the context of raffles, recommendations (so-called commissions), other campaigns or by customer service (so-called " Bonus Vouchers"), which have a concrete value in money, as well as (ii) percentage vouchers. Vouchers can be used to buy goods on the Website / App. The voucher is credited against the invoice amount by deducting it proportionately from all goods ordered or - if this is specified accordingly in the voucher and the corresponding conditions of use - from certain goods or groups of goods. Vouchers can only be credited against shipping costs, if any, if this is expressly stipulated in the relevant redemption conditions.
2. If the order exceeds the value of the voucher, the difference can be settled with another admissible payment method.
3. A maximum of up to five (5) money vouchers or one (1) percentage voucher can be redeemed per order.
4. Each voucher may only be used once. Unless there are other redemption conditions for a voucher, in case of a money voucher the difference between the voucher and the invoice amount can also be redeemed for a later purchase. Clause 6.2.2 applies accordingly.
5. If the member returns goods for which a voucher was used for payment, the purchase price of the returned good (proportionally) reduced by the voucher will be credited back to the original means of payment. In the case of money vouchers, the member will receive a return voucher for the proportionate value of the returned goods. Percentage vouchers are neither refunded nor reissued in case of returns.
6. Vouchers cannot be paid out in cash.
7. BestSecret accepts no liability for loss, theft, destruction or delayed transmission (e.g. due to technical difficulties) of vouchers, if the aforementioned circumstances do not originate from the sphere of BestSecret.
8. BestSecret reserves the right to refer to alternative payment methods, refuse delivery and/or block accounts if it has good reason to suspect abuse in connection with the use of vouchers.
9. If you wish to redeem vouchers on your account or view an existing credit balance, please visit www.bestsecret.com and there "Vouchers".
10. If you have any complaints or questions, please contact our customer service team at help.bestsecret.com.

6.2 Special conditions for bought vouchers

The following additional conditions apply to vouchers which a member purchased for a fee.

1. Vouchers cannot be purchased with the payment methods "purchase on account" and "direct debit".
2. Bought vouchers can be redeemed up to the end of the third year following the date of purchase.
3. If the voucher exceeds the invoice amount, any remaining credit balance will be preserved and credit to the member's account. A cash payout of the remaining value is excluded.

6.3 Special conditions for Bonus Vouchers

The following conditions apply to Bonus Vouchers which were not bought.

1. BestSecret reserves the right to exclude certain goods from the redemption of Bonus Vouchers.
2. BestSecret reserves the right to accept only one Bonus Voucher per order.
3. Bonus Vouchers are only redeemable for a limited time. They lose their validity on the date shown on the Bonus Voucher. This period cannot be extended.
4. Should the Bonus Voucher exceed the invoice amount, the remaining credit balance will not be reimbursed.
5. Bonus Vouchers cannot be transferred to other people.
6. Bonus Vouchers may depend on minimum or maximum order values. If the member returns goods and subsequently falls below the minimum order value, BestSecret reserves the right to cancel the Bonus Voucher.
7. BestSecret reserves the right to grant Bonus Vouchers subject to further redemption conditions. BestSecret will provide these conditions at the time of granting the Bonus Vouchers.

SECTION 7 AMENDMENTS TO THE T&Cs

1. The current T&Cs apply to every purchase at BestSecret.
2. BestSecret is entitled to amend its T&Cs one-sided., if there is a valid reason, especially due to implementations to changes in the law, legal requirements or for good reasons. In no case may one-sided changes shift the previous relationship between performance and consideration to the disadvantage of the member. Changes to the main performance obligations of the contract as well as relevant fees of the members shall in any case require the express consent of the member.
3. BestSecret will inform the members about significant, i.e. not only editorial changes to the T&Cs at least six weeks in advance via the Website / App or by e-mail. If you do not agree with the changes, you may cancel your membership without notice and free of charge before the new T&Cs take effect. You will be informed about this again in the notification. If no objection is received from your side, the T&Cs will automatically become the basis of your membership and all future purchases.
4. Alternatively, BestSecret can also obtain the express agreement of the member to the changes in the T&Cs. This can be done, for example, by requiring the member to first agree to the T&Cs when logging into the account the next time or before making the next purchase in the online shop.

SECTION 8 SEVERABILITY CLAUSE

Should one or more of the provisions of the T&Cs be invalid, this shall not affect the remaining provisions.

SECTION 9 RIGHTS

1. If you do not agree with the T&Cs and BestSecret does not respond directly to asserted claims, this does not mean that BestSecret is ceding any rights. Rather, BestSecret reserves the right to assert its claims in the future.
2. These provisions apply between BestSecret and its members. Third parties may not derive any claims from them.
3. Unless otherwise prohibited by law, you hereby agree that BestSecret may transfer its rights and obligations arising from the T&Cs to third parties without adversely affecting your rights and obligations
4. The member may only transfer his rights and obligations arising from the T&Cs with BestSecret's written consent.
5. BestSecret reserves the right to make use of suitable service providers, such as shipping providers, to fulfil the obligations arising from this contract with the customer.

SECTION 10 APPLICABLE LAW

The law of the Federal Republic of Germany shall apply in the event of legal disputes, to the exclusion of UN Sales Law. In dealings with end consumers within the European Union, the law at the end consumer's residence shall also apply within the scope of the mandatory provisions of consumer law.

SECTION 11 CONTACT, FEEDBACK AND COMPLAINTS

If you wish to contact BestSecret with regard to the T&Cs or documents referred to in them, please write to: Best Secret GmbH, Margaretha-Ley-Ring 27, 85609 Aschheim, Germany or contact our customer service team at help.bestsecret.com.

BestSecret is glad to hear from you and is always interested in improving its service and offering. By giving your feedback you agree to BestSecret using your suggestions without paying a fee.

If BestSecret wishes to contact you, we will do this by email or in writing at the address you provided.

B. Special Provisions for the online shop BestSecret

Conditions of this part B regulate the relationship between BestSecret GmbH and the member when using the online shop.

SECTION 1 CONTRACTING PARTNER

1. The online shop BestSecret provided on the Website and App, is operated by Best Secret . BestSecret is registered in Germany in the commercial register of Munich Local Court under the register number HRB 56240. The company's seat is at Margaretha-Ley-Ring 27, 85609 Aschheim, Germany. Our VAT identification number is DE 129473557.
2. Part of the online shop is the BestSecret marketplace ("marketplace"), on which selected third parties (hereinafter "partners") offer goods ("partner goods"). If the member purchases Partner Goods in the online shop, BestSecret is also the contractual partner of the member or a party to the respective purchase contract in addition to the respective partner specified. This means that in the case of partner goods the member can assert all his rights not only against the partner but also against BestSecret. Partners are exclusively entrepreneurs in the sense of § 14 BGB (German Civil Code).
3. If the member purchases goods in the online shop outside the marketplace (hereinafter "BestSecret goods"), only BestSecret is the purchase contract partner.
4. Whether the goods selected by the member are partner goods or BestSecret goods or whether the partner is a seller of the goods together with BestSecret or BestSecret alone is shown to the member in the tab "Info on the product" for the respective goods.
5. For the sake of better readability, the Partner and BestSecret are generally referred to together in this Part B as "(the) Seller". Irrespective of whether the Member purchases Partner Goods or BestSecret Goods, a clause in the following with "the Seller" means the Partner and/or BestSecret depending on the constellation. For the sake of readability, Partner Goods and BestSecret Goods are always referred to together as Goods in this Part B.

SECTION 2 CONCLUSION OF CONTRACT

1. BestSecret has provided a guide at help.bestsecret.com as an introduction to the order process and to avoiding errors in using the Website / App.
2. The presentation of Goods in the onlineshop does not represent a binding sales offer from the Seller. It is merely an invitation to the member to buy Goods from BestSecret.
3. When he submits the order by clicking the "BUY NOW" button, the Member issues a binding offer to conclude a purchase contract.
4. The Member usually receives an email receipt confirmation from BestSecret immediately after submitting an order. The purchase is generally concluded upon receipt of the dispatch confirmation by the Member with regard to the goods listed therein. For all possible payment methods, the Member shall pay the purchase price in advance until the time of receipt of the dispatch confirmation. The confirmation of receipt following the order only documents that the order has been received and does not constitute acceptance of the Member's purchase offer by the Seller. If the Goods are not available, BestSecret will inform the Member immediately by email and refund any advance payment to the original means of payment without delay.
5. The Seller is not obliged to accept purchase offers from the Member and may refuse to accept them at any time without giving reasons. In such cases, the member will be informed immediately by email that his order has not been accepted. The Member will be fully reimbursed for any payments already made.
6. Goods are only sold in normal household quantities.
7. The minimum order value is respectively (excl. any shipping costs):

Destination	Minimum order value (gross)
Bulgaria	39 BGN
Cyprus, Estonia, Finland, Greece, Italy, Latvia, Lithuania, Portugal, Slovakia, Spain	20 EUR
Croatia, Luxembourg, Slovenia	10 EUR

Czech Republic	247 CZK
Denmark	150 DKK
Hungary	3.990 HUF
Ireland	30 EUR
Romania	99 RON

SECTION 3 PRICES AND SHIPPING COSTS

1. The prices displayed in the onlineshop include statutory VAT.
2. The shipping costs are:

Destination	Shipping costs
Croatia, Slovenia	3,90 EUR
Cyprus, Finland, Greece, Ireland, Italy, Luxembourg, Portugal, Spain	5,90 EUR
Estonia, Latvia, Lithuania	3,90/4,90 EUR
Slovakia	4,90 EUR
Bulgaria	9,50 BGN
Czech Republic	99 CZK
Denmark	49/79 DKK
Hungary	1.500 HUF
Romania	14,90 RON

3. The final price including shipping costs is given for every order.

SECTION 4 PAYMENT

1. The purchase price may be paid by credit card, PayPal, or voucher. The Seller reserves the right to exclude individual payment methods and refer to other payment methods, or to introduce further payment methods.
2. The Seller accepts credit cards from the companies VISA, MasterCard and American Express, among others. Processing is carried out via an external payment service provider. After entering the credit card data, an additional confirmation mask of the bank with all payment data is displayed. The member must go through the respective authentication procedure of his bank and can confirm the credit card payment by entering a security code afterwards. Further information on the authentication procedure can be obtained from your bank. The Member is liable for any additional costs arising through his fault in the use of his chosen payment method, for example by chargeback. If the Member is paying by credit card, the Seller will debit the purchase price after it receives the order.
3. When choosing the payment method PayPal, the member is automatically redirected to the PayPal site at the end of the order process. There the member can register and follow the payment instructions of PayPal. The PayPal account will be charged directly with the corresponding purchase amount.
4. Payment with vouchers is subject to the voucher conditions set out in Section A.6.

SECTION 5 DELIVERY

1. Orders can only be delivered in accordance with the T&Cs within Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Portugal, Romania, Slovakia, Slovenia and Spain.
2. BestSecret generally ships Bestsecret goods using the company DHL or another shipping company. If a member orders partner goods, the dispatch of one or all of these goods is usually carried out by the respective partner. In this case, this will be indicated to the member on the product detail page of the goods as well as in the shopping cart and during checkout.

3. A shipping address must be given for shipping where the goods can be delivered during normal business hours. The order process is completed as soon as the goods are delivered to the address given.
4. If the Seller cannot comply with a binding shipping deadline through no fault of its own (e.g. due to force majeure), the Seller shall inform the member of this immediately and give a new shipping deadline. Force majeure includes in particular strike, lockout or other industrial action, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, forwarders or other public or private transport and all other hindrances which the Seller could not foresee and for which it is not responsible. If this shipping deadline is not acceptable to the member, the latter is entitled to withdraw from the contract. The Seller will immediately reimburse any consideration which has been made. This does not affect the contracting parties' statutory rights. the Seller's liability for delayed delivery is limited according to Section B.10.5.

SECTION 6 RETENTION OF TITLE

The goods remain the property of the Seller until the purchase price has been paid in full.

SECTION 7 Information concerning the exercise of the right of withdrawal

Cancellation policy

Right of withdrawal

You have the right to withdraw this contract within fourteen days without giving reasons.

The withdrawal period is fourteen days from the day when you or a third-party appointed by you who is not a carrier has taken ownership of the last good.

In order to exercise your right of withdrawal, you must inform the Seller of your decision to withdraw this agreement by an unequivocal statement (e.g. by letter, telephone, or email). You may use the attached sample withdrawal form, although this is not mandatory. You can always inform us (Best Secret GmbH, Margaretha-Ley-Ring 27, 85609 Aschheim, Germany, Tel: + 44 (0) 203 / 6974001, E-Mail: service@bestsecret.com). You may use the attached sample withdrawal form, although this is not mandatory.

To meet the withdrawal deadline, it is sufficient to send your communication concerning your exercise of the right of withdrawal or the goods before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw the contract, we have to reimburse all payments received from you, including shipping costs (with the exception of the additional costs resulting from your choice of a shipping method other than our economical standard delivery option) with undue delay and at the latest within fourteen days from the day when we receive your notification of withdrawal for this contract. For this refund we will use the same means of payment that you used for the original transaction, unless otherwise explicitly agreed with you; on no account will you be charged fees due to this repayment.

We can refuse the repayment until we have received the goods back, or you have provided evidence that you have sent the goods back, whichever is earlier.

You must return or hand over the goods without undue delay, and at the latest within fourteen days from the day on which you informed us that you were withdrawing this contract. The deadline is satisfied if you send the goods before expiry of the fourteen day period.

We will bear the costs of returning the goods.

You only need to pay for any diminished value of the goods if such loss in value is due to handling of the goods which was not necessary for checking the quality, characteristics and function of the goods.

Sample withdrawal form

(If you wish to withdraw from the contract, please fill in this form and return it to us.)

To

Best Secret GmbH, Margaretha-Ley-Ring 27, 85609 Aschheim, Germany

Email: service@bestsecret.com

- I/we (*) hereby withdraw from the contract I/we (*) have concluded to purchase the following goods (*) / receive the following service (*)

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

- Name of consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only for notification on paper)

- Date

(*) Delete as appropriate.

SECTION 8 PROCESSING OF RETURNS AND REFUNDS

1. Before you return the goods, you must pack them securely and carefully.
2. Please always send returns to the sender of the goods. The sender can either be the partner in the case of partner goods or BestSecret in the case of BestSecret GmbH goods. Please note that goods from one order can come from different senders and therefore, if returned, must be returned to different return addresses.
3. For returns to BestSecret, please create a return in your BestSecret account. A return label will then be created for you. For partner goods that are sent directly to you by the partner, the return label will already be included in the package together with your ordered goods. The correct return address is always indicated on the return label. If you do not receive a return address, please contact our customer service at help.bestsecret.com. If necessary, please send the partner good(s) to:
Best Secret GmbH
Parsdorfer Strasse 13
85586 Poing
Germany
4. For further information on returns please see our instructions at www.bestsecret.com/returnorders.htm.
5. In the event of a return, the refund will be made to the payment method used for the original transaction.

SECTION 9 WARRANTY

1. Statutory warranty rights apply. The Seller's liability for compensation is limited in accordance with Section B.10.
2. Where the Seller provides special guarantees, these do not affect the statutory warranty rights.
3. The Seller does not provide any guarantee that the Website / App will be available, secure and free of interruptions and defects at all times.

SECTION 10 LIABILITY

1. The Seller is liable without limitation for damages arising from injury to life, body or health (personal damages) caused by itself, its legal representatives or its vicarious agents, and for all damages caused intentionally or by gross negligence.
2. The Seller is liable without limitation if it maliciously conceals defects and if it provides a quality guarantee.
3. The Seller is only liable for other damages if it breaches a material contractual obligation or a material pre-contractual obligation. Material contractual obligations are those which protect contractual obligations of the customer which the contract must grant him in accordance with its content and purpose; obligations are also material, if they must be fulfilled for the contract to be executed properly and if the customer trusted or is entitled to trust that they would be fulfilled, e.g. the Seller must hand the good over to the customer free of material and legal defects, and to transfer ownership of the item to the customer. In such cases liability is, however, limited to contractually typical damages which were foreseeable when the contract was concluded.
4. Statutory strict liability and the provisions of the Produkthaftungsgesetz (Product Liability Act) are not affected by the above limitation of liability.

5. The Seller is not liable for delays or breaches of contract if the delay or breach was caused by force majeure and is not the Seller's fault. Events outside the Seller's sphere of influence include in particular strike, lockout or other industrial action, civil unrest, invasions, terrorist attacks or threats, war or preparations for war, fire, explosion, storm, flood, earthquake, landslides, epidemics or other natural disasters or failures of private or public telecommunications networks, rail transport, sea freight, air freight, forwarders or other public or private transport.

SECTION 11 RANKINGS

1. The Website / App offers the following sort order options for sorting the goods on the Website / App:
 - Best sellers
 - New in
 - Price in ascending order
 - Price in descending order
2. By default, merchandise categories are sorted by best sellers unless you select a different sort order option. During promotions the goods are sorted by new in unless you select another option for the sort order.
3. Sorting by best sellers uses the following parameters as sorting rules:
 - a) Sorting of sold-out goods at the bottom of the list;
 - b) Sorting of potentially non-fitting sizes, based on previous purchases, further down the list;
 - c) Sorting of goods with an availability of $\geq 75\%$ in first place; and
 - d) Sorting (descending) according to sales performance over the last seven days, excluding returns.
4. New-in sorting uses the following parameters as sorting rules:
 - a) Sorting of sold-out goods at the bottom of the list;
 - b) Sorting of potentially non-fitting sizes, based on previous purchases, further down the list;
 - c) Sorting according to date of appearance of the goods in the onlineshop (newer goods first);
 - d) Sorting of brands according to internal ranking of the individual brands;
 - e) Alphabetical/numerical sorting of designer/brand names; and
 - f) Alphabetical/numerical sorting by item numbers.
5. In the case of search queries (text search) by members, the goods receive a search value based on the extent to which they match the search query. The goods are sorted by default according to the level of the search value. Sorting by search uses the following parameters as sorting rules:
 - a) Search value of the goods;
 - b) Sorting of sold-out goods at the bottom of the list;
 - c) Sorting of potentially non-fitting sizes, based on previous purchases, further down the list;
 - d) Sorting (descending) according to the sales performance of the last seven days without consideration of returns;
 - e) Sorting of the brands according to internal ranking of the individual brands; and
 - f) Alphabetical/numerical sorting by item numbers.
6. In order to improve the shopping experience and member satisfaction, the sorting parameters may be changed for a certain period of time and, in particular, try out new sorting parameters, including using what are known as A/B tests, in which a group of members tries out a new sorting arrangement or new sorting parameters can be tried out. Members have no entitlement to be part of or not be part of any such A/B test. BestSecret may use feedback provided by members in the context of A/B tests free of charge; Part A 12 applies accordingly.
7. BestSecret is not remunerated for the rankings.

SECTION 12 PRODUCT IMAGES ON THE WEBSITE / APP

1. The product images on the Website / App are for illustration purposes only. Although we do our best to reproduce colours accurately, we cannot guarantee that your screen will reproduce these colours accurately. The goods delivered may therefore deviate slightly from the pictures used.
2. The packaging of goods may deviate from that shown in images on the Website / App.

SECTION 13 PERMITTED USE; PROHIBITION OF SCRAPING

1. The website and the app are a closed and protected space which is only available to members. The Website and the App are to be used only for the following private, non-commercial purposes: (i) searching for and viewing Merchandise, (ii) comparing Merchandise, (iii) saving Merchandise to the Wish List, (iv) placing orders, (v) reviewing/changing orders, (vi) sending invitation links in accordance with the T&Cs, (vii) using the VIP Club, including accessing other websites through links provided on the Website and the App, and (viii) using other features that may be provided on the Website and the App.
2. The use of automated systems, applications, programs, software and/or functions to collect, read, extract and store data from the online shop, in particular information on the prices in the online shop (so-called scraping) is prohibited. The regulations under Section A Clause 5.5 apply accordingly in the event of a breach of this Clause 13.2. In particular, BestSecret reserves the right to assert claims under criminal and civil law, especially claims for injunctive relief and damages.

SECTION 14 COPYRIGHT

The member is only permitted the use of any copyright-protected material used and displayed on the Website / App for private purposes only. The member may not use copyright-protected third-party material which the Seller uses to represent its goods for his own purposes, where this goes beyond private use.

SECTION 15 ALTERNATIVE DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolution (ODR) which you can find at www.ec.europa.eu/consumers/odr/. We are not obliged or willing to participate in dispute resolution proceedings before a consumer arbitration board. If you have queries or problems, you are welcome to [contact](#) us directly.