

eTrust Partners

Code of Online Business Practices

Purpose

This Code of Online Business Practices is designed to be the basis ethical business conduct for online and electronic commerce between a "business" and its "customer". These codes set forth practices that will elevate the trust and confidence in in online transactions and commerce.

1. This code achieves this in two ways

1. This code provides an acceptable and generally desirable standard and self-regulation which is always in the public interest. We compel businesses to comply with the code which elevates trust by showing that a business has defined standards.
2. All business that comply with the code agree to dispute resolution which means that a customer will be attended to after making a purchase. Businesses that agree to the code and dispute resolution demonstrate their commitment to the code of standards by displaying the eTrustPartners seal on their website.

2. The measures set forth in the code provide practical guidelines which are easily applicable to any business model. All guidelines may be adapted so long as their "good will" is maintained. This allows business to evolve and build to grow and incorporate new ideas an technology while remaining committed to the code standards.

3. The term "must" is used in the code to express that its implementation must complete following its "spirit" and "good will" but not explicitly nor verbatim

4. All companies should review the regulations of target countries and communities where they target their customers. This to help to determine is a company is compliant with applicable laws and to prevent breach or legal indemnification.

5. Terms:

1. **Online Merchant:** A person or entity which offers goods and/or services online and accepts payment for such goods and/or services. The goods and/or services may be "proprietary" to the merchant or be offered through "affiliation". In both cases the merchant must define theses details in the privacy statement and terms and conditions of purchase on their website. The term merchant covers any website that collects personal information by the site users which is used to generate revenue.
2. **Online Purchase:** This is a broad term meant to cover all types of internet contracts such as but not limited to reservations, purchase of goods, purchases of services, bartering, etc.

Principles of Business to Customer Interaction

The following principles are the basis for the Code of Online Business Practices. They are should be read carefully and upon any confusion the reader should contact www.etrustpartners.com/contact/ in order to clarify the situation.

1 Principle I: Disclosure of Identity, Ownership and Transaction

a Online merchants must disclose to their customers and potential customers detailed information about the merchant business and details of any purchase, in the case of purchase.

- i Information provided to the customer of potential customer must meet the following standards:
- ii It must be readily and easily accessible online and be accessible through appear well descriptive hyperlink.
- iii All information displayed clearly, accurately and in an easy to understand format.
- iv Its format must one that a customer can maintain a record of it.

- (a) Any information about goods and services must be made available prior to purchase and remain available after purchase.

b Information about the merchant must contain at least the following information:

- i Legal name
- ii Name which the company uses to conduct business
- iii Legal registrant of the website where purchases are made must match the business name or company owner unless explicitly stated in the privacy statement and terms and conditions
- iv Physical address and location from where the merchant operates
- v Street
- vi City
- vii Country
- viii Postcode
- ix Telephone number
- x Contact person for the following matters
 - (1) Change and / or access to Personal Identifiable Information
 - (2) Pre-purchase enquiries
 - (3) Post-purchase enquiries

c Information About Goods And Services

- i Online merchants must make sure that they provide enough information so that a customer will be able to make an informed decision about the goods and / or services offered prior to purchase.
- ii Online merchants must make available all information above to the customer after purchase as well

d Information Relating to the Online Purchase

Online merchants must provide enough information about the online to insure that the customer has been well informed and can make the online transaction with full understanding of its process.

- i The information provided to the customer must include at least the following
 - (1) Terms and conditions of the purchase
 - (2) Detailed prices and costs to the customer
 - (3) Review of the purchase with final price including all taxes added costs that the customer must pay or agree to
 - (4) A confirmation of the purchase
 - (5) Easy to read information
- ii If the website provides information in more than one language then the purchase page must be made available in those languages
- iii The merchant must collect adequate information about the client in order to communicate directly with the client after the purchase

e Purchase Terms and Conditions

The actual purchase page must contain the following information or a prominent hyperlink to a detailed description of the following

- i Time or geographical restrictions at the time of purchase (if applicable)
- ii Return, refund and/or cancellation policies
 - (1) How to make a return, request a refund and / or cancel the purchase
 - (2) Details of any restrictions, conditions and /or limitation which effect the return, refund or cancellation
- iii Details of any guarantees, warranties or initiations which effect or are incurred by the purchase
- iv The payment method must be easy to navigate, use and understand

- v Any additional fees which may be incurred directly or indirectly by completing the purchase
 - vi The merchant must provide a mechanism in which the customer must agree to the stated terms prior to purchase.
- f Availability and Shipping**
- i Online merchants must state if a product is temporarily unavailable and if a date for availability is stated then the merchant must have a valid basis for such ascertains.
 - ii Shipping and delivery times must be explained and the basis for these claims must also be explained.
 - iii If the expected shipping date cannot be determined or the expected date cannot be honored then an email or other communication based on the contact details provided in the purchase must be sent to the customer offering the opportunity to cancel the transaction if the new expected date is not acceptable
- g Pricing and Costs of Purchase**
- i The purchase currency must be specified and all fees and costs must be itemized. This includes but is not limited to:
 - (a) Price or fee to be charged
 - (b) Shipping fees
 - (c) Taxes
 - ii Supply descriptions of all costs and related fees that may be incurred by the customer which are not collected by the merchant.
 - iii The merchant's name and identity must clearly appear on the all communication relating to the purchase.
- h Purchase Review and Approval**
- i Online merchants must provide customers with the ability to review the purchase prior to completion. The review must contain:
 - (a) The above detailed information
 - (b) The selected payment method
 - (c) The option to cancel the purchase
- i Purchase confirmation**
- i Online merchants must provide a confirmation of the purchase.
 - (1) If the purchase is immediate then a display of the amount charged to the customer must appear on the web page as well as an email confirmation must be sent to the customer if an email has been provided.
 - (2) If the purchase is not immediate then a communication to the effect that the purchase has been solicited and the time necessary to complete the purchase must be stated.
 - (3) The final confirmation must contain a itemized detail of all charges incurred by the customer
 - (4) All communications must provide adequate information so that the customer can contact the merchant to verify the and obtain the status of the purchase
- 2 Principle II: Information Security, Policies and Practices**
- a Online merchants must implement and adhere to policies and practices designed to handle personal information with care and secrecy.**
- i The policies that the merchant adheres to must be posted and maintained on the website and be accessible at all times.
 - ii Online merchants must respect the wishes and preferences of their clients regarding personal information.
- b Online merchants must provide adequate and appropriate levels security for the type of information which is collected on their website**
- i All sensitive data such as but not limited to: passport numbers, social security numbers, health records, credit card information and financial information must be encrypted during transactions and collections using industry standard technology.

- ii All sensitive data store on a merchant's computer, database or other electronic data retrieval or storage system must use industry standard security which means the use of encryption technology in order to insure the integrity of the data and its privacy.
 - iii Online merchants must require that 3rd parties privileged to the personal information of the client in order to complete the transaction use appropriate levels of security to maintain the privacy and integrity of the customers person information.
 - c Online merchants that conduct unsolicited email marketing campaigns must supply all recipients with the ability to request that they not be contacted any future moment by the merchant by means of unsolicited emails. Such requests must be respected and such persons emails must never be transferred, sold , bartered or given to any other third party.**
- 3 Honest, Truthful and Accurate Communications**
- a The information provided by the merchant must always serve to inform the customer and never serve as a way to mislead or confuse the customer**
 - i Online merchants must not mislead customers with a false impression of endorsement through the use and/or misuse of a 3rd party's logo or seal
 - ii External hyperlinks to third parties may be used to provide additional information to the customer but must not be used to create a false sense of affiliation or endorsement by a third party.
 - iii Online merchants must have me able to substantiate any factual claims that they express on the website and provide such evidence upon request
 - iv Advertising which appears on a merchant website must be clearly distinguishable from factual content in so much that a descriptive tag such as "advertisement" must proceed the advertisement.
 - v Any price comparisons must have reference to the comparing products price source. This source must be clearly dated.
 - vi Any price reduction or discount must concurrently state the price before discount. Said price must be valid and previously published price.
 - vii If an online merchant displays a seal or endorsement by a self-regulatory or ethical standards program then a said seal or endorsement must like to the programs website where the customer can verify the validity of the seal and / or endorsement. Such seals must be displayed in conformity with the programs guidelines.
 - viii Online merchants must not knowingly link to or endorse illegal, fraudulent or deceptive sites
 - ix Online merchants must not knowingly interfere with a customer's browser or Internet connection.
- 4 Principle IV: Customer Care and Satisfaction**
- a Online merchants must endeavor to ensure that their customers are satisfied by responding to and answering questions and / or enquires**
 - i Online merchants must uphold and complete any and all commitments, representations and/or promises made to the customer.
 - ii Online merchants must make available on their website and easy to use mechanism for customers to contact the online merchant.
 - iii All communications directed toward the online merchant should be promptly responded to.
 - b Online merchants must resolve complaints and disputes as soon as possible.**
 - i Online merchants must provide a mechanism on their website in order for a customer to contact them to issue a complaint and / or dispute.
 - ii In the case that a dispute can not be resolved promptly the merchant must offer a refund of the purchase amount or offer a dispute resolution by means of a third party such as etrustpartners.com or trustee.org.
- 5 Protection of Minors and Children**

- a Online merchants must take special care and precautions when marketing or providing content to children under the age of 13.**
 - i As a general practice merchants are not permitted to collect any personal identifiable information other than fictitious website nicknames from children under the age of 13. Any information requested from website users under the age of 13 must be supplied with the full consent of the child's parent or legal guardian.
 - ii As a general rule children under the age 17 can not purchase any goods or services.