The Safe.Shop Code of Conduct Checklist for 4-star Verification– SOUTH AFRICA

Webshop name:

Responsible company:

Webshop URL tested:

Date tested:

Verifying attorney:

RULE TO BE APPLIED TO MERCHANT	FEATURES OF WEBSITE BEING CHECKED / FUNCTIONS PERFORMED	FAILED/MISSING ELEMENTS AND COMMENT RELATED THERETO
The company exists & can be reached: We (the Webshop) give you (the Consumer) information on our identity (e.g. company name, chamber of commerce registration number, visiting address), and how to contact us in a convenient way (e.g. regular mail, e-mail, social media, telephone) before you place an order. In case we operate on behalf of another Webshop we also inform you on his identity.	o Verify if the Webshop company is registered with the authorities as being an organization (private persons are not allowed) – online CIPC check o The contact details under which the Webshop company is registered with the authorities and in your system, must be the same – online CIPC versus Webshop comparison o Contact details of the Webshop company (minimal company name, visiting address, email address, social media platform links and telephone number) can be accessed via a maximum of 3 clicks from the home page on the Webshop / should be easy to find – functional site test	
You know when, what and how you buy: We (the Webshop) ensure to have a transparent, accessible and easy order process that gives you (the Consumer) the option to check your order and eventually correct it before	o Verify that a clear order confirmation page is shown with a product purchase/quote – functional Webshop test against information provided by the Webshop upon checkout: 1. the products/services being bought; 2. clear breakdown of what costs are taxes/fees (and not product costs); 3. price of each product purchased; 4. the final price (a present accumulation of the prices of all purchased products);	

you conclude the order. Before you conclude the transaction, we will provide clear and transparent information on your legal rights and obligations. We always will confirm your order and give you information on your order and its progress.	5. the billing and delivery address (in case a product is bought); and 6. the legal rights and obligations are clearly referred to (usually: a check mark which states agreement with the terms & conditions of the Webshop).	
What you buy is what you get: We (the Webshop) make sure that the essential characteristics of the products and services are adequately described. The products will be delivered to you (the Consumer) based on the description and the product photo. If you buy a specific brand, we will deliver that specific brand. We do not sell fake and counterfeit products. If a product infringes on the intellectual property rights of third parties, you may return the product at our expense and you will receive a full refund.	o Verify that the Webshop agrees with the conditions set in this code of conduct by checking at least 10 products in as many different product categories as possible - functional Webshop test against information provided by the Webshop for 10 various product types: 1. if they are well described; 2. have clear photos; and 3. that brand products are sold at reasonable prices (not too low).	
Prices are clear and complete: We (the Webshop) will be clear and transparent on our offer and the price you (the Consumer) must pay for our services or our products before you enter the order process. We will not charge you for additional services or products unless you explicitly agree with these additional services or products. Before concluding the transaction, you will see the final price including all taxes, custom costs, delivery costs and other surcharges. If the final price cannot include all costs to be paid by you, it is explicitly stated which costs are not	o Verify the pricing as correct and compliant, by – functional Webshop test against information provided by the Webshop when browsing/at check-out: 1. Verify that initial offer prices shown are the same as the final prices shown and include taxes and shipping costs; and/or 2. If the final price is not shown, the costs not included must be clearly stated next to the first offer price or referred to with a link to an (external) web page where the additional costs can be determined.	

included next to the final price, with a link to a page where these costs can be determined.		
Payment is safe: We (the Webshop) offer you (the Consumer) a range of widely accepted and safe payment methods. At least one payment method offers you the option to recover your payment without our consent or offers you the option to pay after the goods have been received.	o Verify if online banking payment, credit card option or an after-delivery payment method (COD) is offered. Examples are: Alipay, Afterpay, Mastercard, Visa card, PayPal, payment at delivery, etcetera. o Make sure the fees for each different type of payment are displayed. Transparency is important. o Make sure the people have the choice of getting their money back by using one of the payment methods (If the Webshop offers credit card payment, check whether those credit card options do indeed have a pay-back option if the goods are not delivered as required; or if not, check if the Webshop offers a Cash-on-delivery option.) - functional Webshop test against information provided by the Webshop when browsing/at check-out	
Delivered as promised: We (the Webshop) will deliver at the place and time as specified in the order with you (the Consumer). If we are unable to deliver as promised we will inform you as soon as possible. If we are unable to deliver the product within fifteen (15) working days after the promised delivery time, you have the right to cancel the order and return the product at the Merchant's expense.	o Verify that the stated delivery terms of the Webshop match the standards from the code of conduct – functional Webshop test against information provided by the Webshop when browsing/at check-out: 1. If we are unable to deliver as promised we will inform you as soon as possible; and 2. If we are unable to deliver the product within fifteen (15) working days after the promised delivery time, you have the right to cancel the order and return the product at the Merchant's expense.	
Right to return in 14 days: We (the Webshop) allow you (the Consumer) to return products within 14 days after delivery without having to give a reason. Only a few kinds of products can be exempted from return. If we choose to exempt these products, we will clearly state so before the transaction is concluded. We will reimburse all payments received by	o Verify if the terms and conditions and information shown on the Webshop relating to refunds/returns matches this code of conduct– functional Webshop test against information provided by the Webshop when browsing/at check-out: 1. The Webshop allows the Consumer to return products within 14 days after delivery, *without* having to give a reason; 2. Exemptions to the return policy for particular products are clearly stipulated by the website at/before check-out; 3. The Webshop will reimburse all payments received by it (including shipping costs) within 14 days after the goods have been received back, or once the customer has	

you (including the shipping costs of sending the goods to you) within 14 days after the goods have been received back or you have supplied us with evidence of having sent back the goods, whichever is earliest. The customer bears only the shipping costs of *returning* the goods. Likewise, if you return part of the order, we do not have to refund the shipping cost of sending you the product. If technically possible, we will return the payments via the same payment method through which we have received payment.	supplied the Webshop with evidence of having sent back the goods, whichever is earliest; 4. Verify that the Webshop has a system to reconcile and track reimbursement payments efficiently and correctly (by phoning or emailing the Webshop and getting them to either warrant that they do (with a standard written email confirmation) or to send to us proof that they do).	

Complaints are handled fast & fairly: We (the Webshop) will make sure you (the Consumer) can contact us in an easy and convenient way. We commit ourselves to offering a transparent and easily accessible customer service and complaints handling system. If you contact us, we will reply substantively within 3 working days in at least the language in which you have concluded the transaction and if possible your own language. We inform you via the Safe.Shop trust mark logo on every page of our webshop about how to file a complaint and the possibility to start an out-of-court dispute handling process with Safe.Shop as intermediate.	o Verify the Safe.Shop logo is implemented on the Webshop's website including the logo having a link to the Safe.Shop Alternative Dispute Resolution process.
	1. Verify that the Webshop has the following features relating to disputes/complaints/complements in place:
	    a. The Website contains the mandatory S43 ECTA company information;
	    b. The Webshop has clear and available customer-contact/support information for customers to use (email and telephone number);
	    c. The Webshop states that it shall react to customer contact substantively within 3 days;
	    d. The Webshop can handle contact in at least 1 SA language (including English);
	    e. Ensuring that the Safe.Shop trust mark logo is an active link to the Safe.Shop website.
	- functional Webshop test against information provided by the Webshop when browsing/at check-out.	

Your privacy is protected: We (the Webshop) respect your privacy, protect your data and care for a safe web-environment. We are transparent	o Verify if the data transfer through sections of the website where data is entered by the Consumer are secured by a SSL/HTTPS connection - functional Webshop test when performing such a function. o Verify that the Webshop has a privacy policy/statement.	

and inform you on the collecting and processing of your data and the purposes for which we use them, including information regarding cookies policy. Data is collected to carry out the order and to improve our offer to you and your buying experience. You will always have the option to opt-out from commercial communication. We will not transfer or sell your contact details to a third party without your explicit consent unless required to do so by law.	o Verify that the Webshop's privacy statement mentions: 1. the categories of information being processed; 2. the express provision of consent to process; 3. the purposes (why) and methods (how) the data is being processed (include the use of cookies for example); 4. with whom what data will be shared with; 5. the retention periods for the data; 6. that opt-outs are applicable and how they can be activated; 7. the identity and contact details of the processor / Operator / Responsible Party; and 8. the use and storage of cookies and IP addresses. - functional review of any Webshop Privacy Policy/Statement	
All reviews shown are real: We (the Webshop) may choose to use a review system. The review system adheres to the standards set forth by Safe.Shop meaning that all reviews (both positive as well as negative ones) are shown in the same way and have been written by Consumers who have actually bought a product or service from our webshop.	o Verify that, if a review system is used, that it contains both positive and negative reviews, producing a range of opinions (if applicable). - functional test of Webshop reviews for a handful, random selection of products	
Your national Consumer laws apply: We (the Webshop) shall comply with the applicable laws and regulations of the country from which you (the Consumer) concludes the transaction. The Consumer laws and regulations of your country supersede those of the Code of Conduct of Safe.Shop and the rules of the country from which we sell. The Code of Conduct of Safe.Shop again supersedes the rules of our own terms & conditions.	o Verify that the following additional terms and conditions/features apply to the Webshop's operation, which requirements are fundamental obligations/considerations of South African Consumer Protection laws: 1. The function of the Webshop is clearly stated; 2. The role of the Webshop operator is clearly explained (e.g. intermediary, marketplace, seller etc.); 3. Applicable disclaimers and indemnities do not contain illegal exclusions; 4. Consumers are made aware that their consumer protection rights are not superceeeded and are always applicable; 5. No discrimination is advanced on the Webshop in any way, and the Webshop has the legal ability to remove illega/harmful content.	

	- functional Webshop test against information provided by the Webshop when browsing/at check-out:	