

Product-related contract terms and service description – “LIGHT” package (AUSGEZEICHNET.org)

Preamble

AUSGEZEICHNET.org (a brand of AUBII GmbH; hereinafter referred to as "AUBII" or "AUSGEZEICHNET.org") is a review portal for service providers and retailers. AUBII provides customers with features and tools for collecting, managing, and displaying reviews for businesses and products, including rating badges/widgets and optional tools. AUSGEZEICHNET.org is listed as a supported review partner for Google Store Ratings/Seller Ratings.

This document contains the product-related service description and supplementary terms of use for the "LIGHT" package. For all other uses of the service, the General Terms and Conditions of AUBII GmbH apply in their current version (contractual precedence/comparison according to the General Terms and Conditions).

1. Scope of services (services included in the "LIGHT" package)

The LIGHT package includes – depending on the selected version (possibly including add-ons/features) – the following features, tools and functions in particular; additional services booked will be displayed in the customer account:

Top Features (LIGHT)

- Online Reputation Kit: Seal, Rating Profile & Management Center
- Number of domains / outlets: 1
- Ratings per month: max. 20
- Sentiment-Analyse: max. 1

Not included in the LIGHT package (note/disambiguation):

- Moderated mediation/"moderations" are only included from the BUSINESS package onwards.
- All-in-One (integration of external portals) is only included from the BUSINESS package upwards.

- The ratings API is only included in the PROFESSIONAL package and above.
- Verification of violations in ratings is only included from the PROFESSIONAL package upwards.

Additional services

- Industry-specific evaluation criteria
- Customer support via email
- Verified reviews
- Product reviews (only with "LIGHT plus product reviews" or if the feature is booked)

Tools

- Display image on profile page
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2. Description of services

2.1 Customer Support

The customer can contact support via email. AUBII provides assistance with setup, usage, and best practices within the scope of the booked package.

2.2 Reviews (Company/Shop Reviews)

- Review requests can technically be sent without limit. The limit included in the package typically refers to the number of new reviews received per calendar month (see "Top Features").
- Ratings are displayed individually in the rating profile; the overall score and seal displays are updated regularly.

2.3 Guidelines for collecting reviews

The customer agrees to submit review requests in accordance with the rules. In particular, no financial or other advantages may be offered in return for a review. AUBII points out that violations may negatively affect visibility/ranking and the display of seller ratings.

3. Evaluation management, audits, and changes/deletions

3.1 Principle: No entitlement to specific evaluation results

AUBII provides support in rating management; there is no entitlement to positive ratings or the deletion/modification of a rating.

3.2 Exclusive procedure for review/amendment/deletion (business valuations) – LIGHT package

(1) Checks, verification requests, editorial changes and, where applicable, deletions of company ratings will be carried out exclusively within the framework of the communication and review processes provided by AUBII in the customer account (in particular via private message / public comment function and – where available – the internal review processes “Check for violations”).

(2) A moderated dispute resolution procedure (“Moderation”) is not included in the LIGHT package; this is only available from the BUSINESS package onwards, but can be added to the LIGHT package (Feature Upgrade). Notwithstanding this, the principle set out in (1) remains in effect that reviews/changes/deletions are carried out exclusively via the designated processes in the customer account.

(3) Applications, requests, or correspondence received outside the customer account – in particular letters from lawyers between the customer and the reviewer or on behalf of the customer – do not replace this procedure. Such letters will be treated (to the extent possible) as a notification, but will not trigger a separate processing procedure or any separate deadlines.

(4) The parties’ statutory rights (in particular the right to bring legal action before a court or other authority) remain unaffected.

3.3 Scope of the examination

AUBII checks complaints against the evaluation guidelines and – where applicable – against external specifications/program requirements (e.g. Google specifications for review feeds).

4. Product reviews (only booked with "LIGHT plus product reviews" / feature)

4.1 Product reviews only in dedicated service packages / as a feature

If the customer has booked the "LIGHT plus product reviews" option or the "product reviews" feature is activated, the conditions for review collection, presentation, guidelines and review standards apply analogously to company reviews, unless otherwise stipulated below.

4.2 Product quota (LIGHT plus product reviews)

The "LIGHT plus product reviews" service package includes a quota of **20 products** which can be managed and evaluated. Upgrades are available at any time in increments of 100 for a fee.

4.3 Deviation: No arbitration/mediation for product reviews

- For product reviews, there is no dispute resolution procedure available to mediate between the customer and the person reviewing.
 - The customer can only object to product reviews via the "Report/Mark as inappropriate" function (or an equivalent function in the customer account).
 - Such a report leads to a review for rule violations; AUBII decides on measures at its own discretion (e.g. retention, editorial adjustment where permitted, blocking/deletion in case of rule violation).
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5. Integration of external portals (All-in-One)

The all-in-one function (integration of external rating portals) is **not** included in the LIGHT package. Available from the BUSINESS package onwards. Upgrades depend on the specific packages/features offered.

6. Usage rights, logos, graphics and seals

(1) AUBII grants the customer a simple, non-exclusive, non-transferable, revocable right for the duration of the contract to use the seals/widgets/graphics provided in the

customer account within the scope of the contractually intended use (e.g. integration on the registered domain/outlet).

(2) Any use of logos, seal graphics, advertising materials or other trademark elements of AUSGEZEICHNET.org/AUBII – especially outside of the technically provided embedding codes/downloads (e.g., modifications, re-typesetting, print, offline advertising materials, co-branding, placements in third-party materials) – is always subject to prior approval by AUSGEZEICHNET.org.

(3) AUBII may refuse or revoke release for good cause (e.g., misleading representation, expired term, violation of guidelines). After termination of the contract, the use of all seals/logos/graphics must cease and, if necessary, be removed.

7. Term and Termination

The minimum contract term is twelve months. The standard notice period for cancellation is four weeks before the end of the term. After the initial term, the contract will automatically renew for another twelve months unless cancelled in due time. The right to terminate for cause remains unaffected.

Clarification regarding price changes: Renewals are generally granted at the then-current rates. AUBII reserves the right to increase rates, in accordance with the price adjustment clause in section 8, if the general conditions have changed.

8. Prices, billing and price increases

8.1 Prices / Due Date

The fee shown at the time of registration/ordering applies, plus VAT and any additional services/features booked, as well as any one-time flat fees (e.g., onboarding fee). Available payment methods depend on the country and the chosen payment method; in Germany, SEPA direct debit, credit card/PayPal, and payment by invoice are typically available.

8.2 Payment terms

AUBII sends an electronic invoice via email for every payment transaction. If the customer requests a paper invoice by post, AUBII may charge a fee of €2.50 per invoice.

If a customer defaults on one or more installments or parts thereof, AUBII may suspend services for the customer in question. AUBII is only obligated to reactivate services once the outstanding amount, including reminder fees, etc., has been paid in full.

If the customer defaults on payment of a substantial part of the remuneration for two consecutive months, or on an amount equivalent to a monthly fee for a period exceeding two months, AUBII may terminate the contractual relationship for good cause without notice.

A significant reason for termination without notice for AUBII exists in particular if insolvency proceedings are applied for, opened, or rejected due to lack of assets.

In case of late payment, AUBII may charge a processing fee of €8.50 plus any bank charges for each unauthorized chargeback. The customer reserves the right to prove that no damage was incurred or that the actual damage was significantly less.

If the customer's account does not have sufficient funds for a direct debit, the bank holding the account is under no obligation to honor the payment. If direct debit from a current account is not possible (e.g., for customers residing abroad), the customer is obligated to grant a direct debit authorization from a credit card account. A dispute regarding a direct debit does not constitute a revocation of the direct debit authorization.

Should the customer default on a partial or full payment of an installment due by more than seven days, the entire outstanding amount becomes due immediately. A reminder fee of €10.00 will be charged for each reminder letter sent after the default. In the event of an unsuccessful reminder, AUBII will transfer the claim to a debt collection agency and/or lawyer for further collection, which may result in significant additional costs for the customer. The customer agrees that payment for AUBII's chargeable services may be processed through a service provider commissioned by AUBII (e.g., e-payment provider, factoring partner).

8.3 Price increase clause (up to 5% annually)

(1) AUBII is entitled to increase the contractually owed fees for the LIGHT package (including ongoing package/feature fees) by up to 5% at the beginning of each new contract year compared to the most recently owed fee. This adjustment, if implemented, serves to offset general cost increases (e.g., personnel, infrastructure, hosting, security, and development costs).

(2) AUBII will notify the customer of the price adjustment in writing at least 6 weeks before it takes effect.

(3) If the customer objects to the increase, they may terminate the contract with immediate effect before the increase takes effect. If the customer uses the service after the increase takes effect, the increase is deemed accepted.

(4) This provision does not affect other rights arising from the contract/general terms and conditions.

9. Further conditions

(1) Rating Guidelines. The rating guidelines of AUSGEZEICHNET.org, in their current version, apply to the submission, publication, and moderation of ratings by rating individuals. These guidelines can be accessed at:

https://www.ausgezeichnet.org/de_DE/firma/misc/bewertungsrichtlinien

The customer acknowledges that reviews may be reviewed and – where permitted – modified, blocked or deleted in accordance with the guidelines if they violate these guidelines.

(2) Data Privacy Statement. The data privacy statement in its current version also applies to the processing of personal data in connection with the use of AUSGEZEICHNET.org. It can be accessed at:

<https://www.ausgezeichnet.org/datenschutz/>

(3) Obligation to provide information when requesting reviews. If the customer requests reviewers to submit a review (e.g., via email, QR code, form, widget), he shall provide appropriate reference to the documents referred to in paragraphs (1) and (2) (in particular by linking).

(4) Use of the LIGHT package requires that the customer does not exceed an annual revenue of €500,000 or 50,000 page impressions per month. If these usage limits are exceeded, AUBII is entitled to upgrade the customer to the next higher package. Otherwise, the provisions of the General Terms and Conditions apply.

(5) Otherwise, the provisions of the General Terms and Conditions shall apply.

10. Further information

- Rating seal / Integration & configuration (Customer Center)
- Assessment Code / Assessment Guidelines in current version
- Current version of the Google Seller Ratings guidelines
- Information on All-in-One and dispute resolution procedures (if booked or in case of package upgrade)

Stand:February 2026