

General Terms and Conditions (GTC)

Version: 10 October 2025 - Mag. Lana Lauren - www.flipchartinspiration.com

§ 1 Scope

- 1.1 The website www.flipchartinspiration.com is operated by Mag. Lana Lauren (hereinafter referred to as "the Seller").
Address: Beatrixgasse 27/1/25, 1030 Vienna, Austria
E-mail: mail@flipchartinspiration.com
VAT ID: ATU 6747 0845
- 1.2 These General Terms and Conditions (GTC) apply to all purchases made via www.flipchartinspiration.com between the Seller and consumers or entrepreneurs. They form an integral part of every contract.
- 1.3 "Digital products" means all downloads offered on the website www.flipchartinspiration.com (including its subdomains), such as flipchart templates, icon sets or online courses.
- 1.4 "Acquisition" includes both paid downloads (purchases) and free downloads (e.g. gifts upon newsletter registration, freebies or special promotions).
- 1.5 By downloading the digital products, the Buyer acknowledges and agrees to these General Terms and Conditions.

§ 2 Download

- 2.1 After purchase, the digital products (e.g. flipchart templates, icon sets or online courses) are provided as downloads, via the customer account or by e-mail.
- 2.2 The Seller shall not be liable for technical issues beyond her control (e.g. internet connection, compatibility problems with end devices).
- 2.3 The Seller shall not be liable for loss of downloaded files. The Customer is responsible for creating a backup copy of the purchased digital products.
- 2.4 In the event of download problems, Customers may contact mail@flipchartinspiration.com.

§ 3 Copyright

- 3.1 All digital products on the website www.flipchartinspiration.com (and its subdomains) are subject to Austrian copyright law.
- 3.2 The Seller retains authorship of all digital products and grants the Buyer only the specific rights of use set forth herein. All other rights remain with the Seller.
- 3.3 Attribution of the author is not mandatory but appreciated. Examples:
 - Hand-drawn by Lana Lauren - www.flipchartinspiration.com
 - Copyright by Lana Lauren (www.flipchartinspiration.com)
 - Created by Lana Lauren
- 3.4 Any use beyond the scope of the acquired licence (particularly distribution, resale, rental, public display or modification without the Seller's consent) is prohibited.
- 3.5 It is prohibited to use the digital products (even in modified form) to create own products, templates or training materials that directly compete with the Seller's offerings.

§ 4 Licence Rights

- 4.1 The licence grants a simple, non-transferable and non-sublicensable right of use. Duplication, distribution or public disclosure outside the company is not permitted.
- 4.2 In the event of a breach of licence conditions, the Seller may revoke the licence with immediate effect, take legal action and claim damages. Payments already made shall not be refunded.
- 4.3 Use of the digital products is permitted only to the extent covered by the acquired licence.

Single Licence

- The single licence is bound to the Buyer.
- Use is permitted only to the Buyer.
- Sharing a single licence is strictly prohibited.

Team Licence

- The team licence is bound to one company.
- Use is permitted for up to twelve employees of the same company.
- Sharing a team licence with persons not employed by the same company is strictly prohibited.
- If a person leaves the company, their right to use the products expires.

Corporate Licence

- The corporate licence is bound to one company.
- Use is permitted to all employees of that company.
- Sharing a corporate licence with persons not employed by the same company is strictly prohibited.
- If a person leaves the company, their right to use the products expires.
- Subsidiaries and partner companies are considered separate legal entities and may not share a licence.

- 4.4 The transfer of purchased digital products or parts thereof, in unaltered or only insignificantly modified form, to third parties (who have not acquired a licence and are not part of a team or company holding a valid licence) is NOT permitted.
- 4.5 Resale of the purchased digital products or parts thereof is NOT permitted.
- 4.6 Examples of prohibited use:
 - Offering the (unmodified or insignificantly modified) files for download on the internet.
 - Sending parts of the original files (e.g. individual flipchart templates) by e-mail.
 - Sharing (unmodified or insignificantly modified) files via digital storage media.
- 4.7 Examples of permitted use:
 - Anton uses his purchased flipchart templates (single licence) in a workshop and sends a flipchart protocol with photos of the flipcharts to participants afterwards.
 - Barbara uses her department's purchased templates (team licence) on a digital whiteboard during a webinar, sends a PDF of the whiteboard to participants and posts a photo of the webinar (including visible templates) on social media.
 - Christian uses his company's purchased templates (corporate licence) for a client pitch and includes the flipcharts used (with content) in a printed handout.

§ 5 Right of Withdrawal

- 5.1 For digital products provided by download, the right of withdrawal expires once performance of the contract has begun (i.e. once the download has started or access to the product has been enabled), provided that the Customer has expressly agreed to the commencement of performance before the expiry of the withdrawal period (Section 18 (1) No. 11 of the Austrian Distance and Off-Premises Contracts Act – FAGG).
- 5.2 Entrepreneurs are not entitled to a statutory right of withdrawal.
- 5.3 Customers who are not satisfied with the purchased product may request a refund within 14 days by e-mail to mail@flipchartinspiration.com.
- 5.4 In the event of a refund, the Customer loses all usage rights to the digital products and undertakes to delete all received files and any copies thereof.

§ 6 Liability and Warranty

- 6.1 The statutory warranty provisions apply.
- 6.2 The Seller shall not be liable for technical problems, data loss or damage resulting from improper use of the products.
- 6.3 Claims for damages are excluded unless caused by gross negligence or intent.
- 6.4 The Seller accepts no responsibility for external links.

§ 7 Data Protection

- 7.1 Information on the processing of personal data is available in the privacy policy at www.flipchartinspiration.com/privacy.

§ 8 Place of Jurisdiction and Applicable Law

- 8.1 Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- 8.2 The place of performance is Vienna, Austria.
- 8.3 For consumers, the statutory place of jurisdiction is their place of residence.
- 8.4 For entrepreneurs, the place of jurisdiction is Vienna.