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## GENERAL TERMS AND CONDITIONS

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We are the company Mgr. art. Jana Rössl Kiss, [www.jankakiss.com](http://www.jankakiss.com). We operate a website offering services in the fields of graphic design, illustrations, animation creation, branding, workshops, preparation for talent exams, and the sale of digital and marketing materials with original artistic design, illustrations, and graphics on the website [www.jankakiss.com](http://www.jankakiss.com).

When providing our services, selling goods (digital products and courses), and operating our website, we process certain personal data.

The processing of personal data is primarily governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons regarding the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation - "GDPR").

### 1. GENERAL PROVISIONS

These general terms and conditions regulate the rights and obligations of Mgr. art. Jana Rössl Kišš, with registered address at Feriensiedlung 68, 2460 Bruckneudorf, Republic of Austria, Company ID: ATU: 69565179, Registration Number: 1905667, registered in the Austrian Chamber of Commerce (WKO), phone: +43 677 629 669 04, email: [office@jankakiss.com](mailto:office@jankakiss.com) (hereinafter referred to as the "seller") and the buyer.

The seller is the operator of the online store [www.jankakiss.com](http://www.jankakiss.com).

The buyer is a natural or legal person who registers through the seller's online store or orders goods through it (hereinafter referred to as the "buyer").

By using the seller's online store and confirming an order, the buyer agrees to these terms and conditions.

Supervisory Authority: WKO (Austrian Chamber of Commerce), Burgenland region.

### 2. ORDER

2.1. The buyer places an order for the service through the seller's online store or via email. Such an order is considered binding and, in accordance with the Consumer Protection Act for Door-to-Door and Mail Order Sales, as amended, is understood as a contract concluded at a distance.

2.2. For each order, the buyer must provide their full name, delivery and billing address, phone number, and email; in the case of a business entity (individual or legal person), also the company ID, VAT ID, and VAT registration number, the name of the service, and the number of units (these details are the subject of the price offer and its subsequent approval). These details will be used solely within the business relationship between the seller and the buyer in accordance with the Personal Data Protection Act and will not be disclosed to third parties.

2.3. Upon receipt, the order will be recorded in the seller's system, at which point a business relationship between the seller and the buyer is established. No later than within 24 hours (on

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business days), the seller will verify the order, determine the delivery method (electronically or via large data transfers such as Google Drive), inform the buyer about the estimated delivery time, final price, and payment method. From this moment, the order becomes binding for the buyer.

2.4. The buyer has the right to cancel the order without charge within 24 hours of placing the order without providing a reason. The seller will confirm the cancellation in writing to the buyer.

2.5. If the seller is unable to deliver the ordered service, they have the right to cancel the order. If the buyer has already paid the amount or deposit for the ordered goods, the seller will refund the amount via bank transfer.

A condition for the validity of an electronic order is its truthful and complete completion. The submitted order is a purchase contract proposal. The purchase contract—price offer and its acceptance—is established by the seller’s confirmation of the order via email.

By submitting an electronic order, the buyer confirms that they have read and agree with these terms and conditions. By submitting the electronic order, the buyer accepts all provisions of the terms and conditions in the version valid on the date of order submission, as well as the applicable price of the ordered goods stated on the website.

Ownership rights to the goods transfer to the buyer upon receipt and payment of the purchase price. Ownership rights to the goods do not include copyright ownership. The purchase of copyright is subject to a separate agreement and a contract for the sale of copyright to the created design, drawing, illustration, etc.

### **3. DELIVERY TERMS**

3.1. Delivery times vary depending on the type of service. The delivery or pickup date of the goods will always be communicated to the buyer when verifying the order.

3.2. In general, digital goods are delivered after payment is received. The delivery time for physical goods depends on the shipping duration. Orders are dispatched after payment is made.

3.3. In exceptional cases, where technical or personal reasons prevent the order from being delivered on time, the delivery period may be extended. This will always be communicated to the client in advance, and specific delivery conditions will be proposed for the ordered service.

### **4. PRICE, PAYMENT TERMS, AND SHIPPING**

4.1. The price of the goods is listed on the seller’s website. Prices may be subject to change. The seller reserves the right to adjust prices in response to changes by manufacturers and importers. The valid price of the goods will always be confirmed when verifying the order.

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4.2. The buyer shall pay for the order (in cash, by bank transfer to the seller's account, or via electronic payment).

4.3. Upon delivery of the goods, the buyer pays the price of the goods plus shipping costs.

4.4. The buyer selects the shipping method when placing an order in the seller's online store or through another form of communication.

4.5. The shipping cost amount will always be communicated to the buyer during order verification.

## **5. GOODS ACCEPTANCE**

5.1. The buyer undertakes to accept the goods at the agreed time and address specified in the order.

5.2. Upon receipt of the goods, the buyer is obliged to check the physical integrity and completeness of the shipment. If the package is visibly damaged or destroyed, the buyer must immediately contact the seller without accepting the package and draw up a Damage Report with the shipping company. Any later claims regarding quantity or physical damage to the goods will not be accepted.

5.3. The buyer acquires ownership rights to the goods only after full payment of the agreed price and any additional amounts stipulated in the distance purchase contract has been made to the seller's account. Until the ownership rights transfer from the seller to the buyer, who is in possession of the goods, the buyer assumes the obligations of a custodian and is required to store the goods safely at their own expense and mark them in such a way that they remain identifiable as the seller's property under all circumstances.

5.4. The seller is entitled to demand the fulfillment of obligations, particularly the payment for the goods, regardless of the fact that ownership has not yet transferred to the buyer.

5.5. The risk of damage to the goods passes to the buyer at the moment the goods are received by the buyer or their authorized representative.

## **6. WITHDRAWAL FROM THE CONTRACT**

6.1. The buyer has the right to withdraw from the contract without stating a reason within 14 working days from the date of receipt of the goods. The withdrawal must be made in writing, include all necessary details for identifying the goods, and be delivered along with the goods to the seller's address or another address designated by the seller within the specified period.

6.2. The goods must not be damaged or used, must be in their original packaging, and must be accompanied by all documents related to the purchased goods (such as the user manual, warranty card, and proof of purchase) that were received at the time of purchase. The buyer acknowledges that in this case, a written form means a signed withdrawal statement from the purchase contract.

Goods cannot be returned as cash on delivery. Any goods sent this way will not be accepted



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and will be returned to the sender.

6.3. If the buyer fulfills the above-mentioned obligations, the seller will accept the returned goods and refund the price paid for the goods or any advance payment made by the buyer within 15 days from the date of withdrawal, using a previously agreed-upon method.

6.4. The buyer cannot withdraw from a distance purchase contract in the following cases:

- a) If the contract includes a service that has already commenced with the buyer's consent before the withdrawal period has expired.
- b) If the contract concerns the sale of goods or services whose price is subject to fluctuations in the financial market beyond the seller's control.
- c) If the contract concerns the sale of goods that were custom-made based on the buyer's specific requirements, goods intended for a specific buyer, or goods that, due to their nature, cannot be returned.

6.5. The seller reserves the right to cancel the order (withdraw from the contract) or part of it if:

- a) The goods are no longer being manufactured or have been discontinued.
- b) The supplier's price of the goods has changed.
- c) There was an error in the listed price of the goods.

## 7. COMPLAINTS

7.1. Complaint terms and specific conditions regarding data preparation are always agreed upon individually in the price offer if required by the client and the nature of the project. Complaints also apply to custom-made drawings, retouching, and graphics that are delivered and printed on the requested paper. When providing electronic print files, special data, die cuts, mirrored forms, precise color codes, etc., the producer is responsible for their accuracy. The client is obliged to check and confirm the correctness of the print files in writing upon receipt. Some specific data are provided by third parties, such as printing companies. The client is responsible for verifying their accuracy, clarity, and correctness.

7.2. Complaints can only be made regarding the service of creating designs, graphics, print files, die cuts, retouching according to specified requirements, or video lessons purchased and paid for from the seller. When filing a complaint, the buyer must provide written and visual information about the complaint, along with an invoice number or another proof of payment to the seller.

7.3. The right to file a complaint expires if it can be proven that changes, modifications, corrections, or other interventions were made to the completed designs after they were delivered. This is verified by comparing the parameters of the files before and after the buyer received the order and confirmed its accuracy in writing. This also applies to text corrections, for which the client bears full responsibility before printing. Third parties work with print data, graphics, and designs, and modifications or adjustments in other programs or devices may result in color and proportional discrepancies. This mainly applies to print files, specially prepared materials, and specific orders with unique technical parameters.

7.4. In the event of a complaint, the buyer is advised to notify the seller by phone that the  
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design has an issue and provide proof or documentation. Based on this information, the seller will recommend the next steps for processing the complaint..

## **8. FINAL PROVISIONS**

8.1. The seller reserves the right to change the price. In the event of a price change, the seller will contact the buyer. The buyer has the right to cancel the order if the price is adjusted.

8.3. The buyer declares that, before filling out or submitting the order, they have familiarized themselves with these general terms and conditions and agree with them.

8.4. Regardless of other provisions of the contract, the seller is not liable to the buyer for lost profits, loss of opportunities, or any other indirect or consequential losses due to negligence, breach of contract, or any other reason.

8.5. These general terms and conditions were formulated and established in good faith to meet legal requirements and ensure proper business relations between the seller and the buyer.

8.6. Legal relationships and conditions not explicitly regulated here, as well as any disputes arising from non-compliance with these conditions, are governed by the relevant provisions of the Commercial or Civil Code.

8.7. The seller and the buyer agree that they fully recognize remote communication—telephone and electronic communication, particularly via email and the internet—as valid and binding for both contractual parties. The seller reserves the right to require important documents and information related to the order to be sent exclusively via email for archiving and storing important details in communication with the client during order processing. If communication takes place via other media, the party choosing this method must create a protocol documenting the information discussed. Otherwise, misunderstandings or unsubstantiated information will not be accepted as project informational material or basis.

8.8. All personal data provided by the buyer in connection with the order or registration through the online store [www.jankakiss.com](http://www.jankakiss.com) is collected, processed, and stored in accordance with Act No. 122/2013 Coll. on the protection of personal data. By submitting the order or concluding the purchase contract, the buyer gives consent to the seller for the processing, collection, and storage of personal data for the purpose of concluding the purchase contract, handling orders, and related communication with the buyer. The buyer has the right to access, correct, and exercise other legal rights concerning their personal data.

8.9. The seller does not provide, disclose, or make personal data of buyers available to any third party.

8.10. The consent to process personal data and send commercial information is granted indefinitely and can be withdrawn at any time free of charge by a clear and specific written statement addressed to the seller, either by mail, phone, or email at [office@jankakiss.com](mailto:office@jankakiss.com). Withdrawing consent for the processing of personal data also results in the cancellation of

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the registration.

8.11. The buyer has the right to contact the seller with a request for correction if they are dissatisfied with how the seller handled their complaint or if they believe the seller has violated their rights. If the seller responds negatively to the buyer's request or does not respond within 30 days of sending it, the buyer has the right to submit a proposal to initiate alternative dispute resolution (ADR). ADR may only resolve disputes arising from the contract between the seller and the buyer (consumer) and related disputes, excluding disputes according to § 1, par. 4 of Act No. 391/2015 Coll. and disputes where the value does not exceed 20 EUR.

The proposal for initiating ADR should be submitted to the ADR entity according to § 3 of the aforementioned law, using the designated platform or form, the sample of which is attached as Annex No. 1 of the cited law. The ADR entity may charge the buyer a fee for initiating ADR, with a maximum of 5 EUR including VAT. If multiple entities are involved in ADR, the buyer has the right to choose to whom they submit the proposal.

In addition to ADR, the consumer has the right to contact the competent general or arbitration court. The ADR platform is available at: [https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/alternative-dispute-resolution-consumers\\_sk](https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/alternative-dispute-resolution-consumers_sk).