



General Terms and Conditions (AGB)

As of: November 2, 2025

§ 1 Scope of Application

These General Terms & Conditions (AGB) apply to all contracts for the purchase of digital products (Notion templates) concluded between Andrés Holfeld (hereinafter "Provider") and the customer (hereinafter "Customer") via the sales platform "Whop.com" (hereinafter "Platform"). Deviating terms of the Customer are not recognized, unless the Provider expressly agrees to their validity in writing.

§ 2 Conclusion of Contract

1. The presentation of the digital products on the Provider's sales page (hosted on Carrd) and on the Platform does not constitute a legally binding offer, but an invitation to submit an offer (invitatio ad offerendum).
2. The Customer submits a binding offer to purchase by completing the order process on the Platform and clicking the "Buy Now" (or similarly named) button. This process requires active agreement to these T&Cs and the Right of Withdrawal policy.
3. The contract is concluded when the Provider accepts the Customer's offer. Acceptance is given by providing the digital product for download or by sending a confirmation e-mail granting access to the product.

§ 3 Subject Matter, Usage Rights & Updates

1. **Subject Matter:** The subject of this contract is the acquisition of one (1) license to use the digital product "notivance growth OS" (hereinafter "Template").
2. **Prerequisites:** The use of the Template requires an active (free or paid) user account with the company Notion Labs, Inc. ("Notion"). The Customer is solely responsible for creating and maintaining this account.
3. **Granting of Usage Rights:**
 - a. The Provider grants the Customer a non-exclusive, non-transferable, non-sublicensable, and perpetual right to use the Template for their own private and/or business purposes.
 - b. The Customer is entitled to modify and customize the Template as they see fit.
4. **Prohibited Use:** The Customer is expressly prohibited from:
 - a. Reselling, renting, leasing, or otherwise commercially distributing the Template or parts thereof to third parties;
 - b. Making the Template (in its original or modified form) publicly available, sharing, or "sharing" it on a website, marketplace, or social network;
 - c. Granting sub-licenses for the Template.
5. **Copyright:** The Template is protected by copyright. All rights to the Template, including all associated intellectual property rights, remain exclusively with the Provider.
6. **Updates:** The Provider may, at his own discretion, provide updates for the Template. These are provided voluntarily and do not establish a legal claim for the Customer to receive future updates.

§ 4 Prices & Payment Conditions

1. The prices listed on the sales page and the Platform at the time of the order shall apply. All prices are final. In accordance with § 19 UStG (Small Business Regulation), no VAT is shown. *(NOTE: Only use this sentence if you are registered as a small business!)*
2. Payment is processed via the Platform's payment provider (Whop). The payment methods specified there apply.

§ 5 Right of Withdrawal

The statutory right of withdrawal applies to consumers. The details are set out in the Provider's separate **Right of Withdrawal Policy**.

§ 6 Limitation of Liability

1. The Provider is liable without limitation for intent and gross negligence, as well as for injury to life, body, or health.
2. In the case of simple negligence, the Provider is only liable for the breach of an essential contractual duty (cardinal duty). In this case, liability is limited to the typical, foreseeable damage.
3. The Provider is not liable for the constant availability or compatibility of the services of Notion Labs, Inc. The Provider is also not liable for data loss caused by the Customer.

§ 7 Data Protection

The Provider processes the Customer's personal data for specific purposes and in accordance with legal provisions (GDPR). The details of data processing are set out in the Provider's separate **Privacy Policy**.

§ 8 Final Provisions

1. The law of the Federal Republic of Germany shall apply.
2. Should individual provisions of this contract be or become ineffective, the remaining content of this contract shall not be affected (Severability Clause).



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