
General Terms and Conditions for Project Services

These General Terms and Conditions (GTC) apply to one-off project and work services of the Provider — in particular the concept, design and development of websites, software and dashboards as well as related design and consulting services. The offer is directed exclusively at businesses (B2B).

§ 1 Contracting parties & scope

The provider and contracting party is Christopher Rapp, sole proprietor (trading as “Werbung Wien”), Hohenfelsplatz 5, Tür 7, 1120 Wien, Austria · VAT ATU67324816 · GISA 38525933 · e-mail christopherrapp.online@gmail.com (the “Contractor” or “Provider”).

These GTC apply to all offers, orders and contracts for one-off project and work services between the Provider and the customer (the “Client”). The offer is directed exclusively at entrepreneurs within the meaning of § 1 KSchG / § 1 UGB (Austrian law). By placing an order the Client expressly confirms that it acts as an entrepreneur in the course of its business or professional activity. Contracts with consumers are not concluded.

Only these GTC and the respective individual offer apply. Deviating or supplementary terms of the Client do not become part of the contract, even if not expressly objected to. Individual agreements in the offer take precedence over these GTC. The German version prevails; translations are for information only.

§ 2 Subject matter & scope of services

The subject of the contract is the project services described in the respective offer. The specific scope, objectives and any milestones follow exclusively from the offer or the order confirmation. Services not expressly listed there are not owed.

The Provider performs with the diligence of a proper specialist firm according to the state of the art and may use suitable subcontractors and third parties; the Provider remains the contracting party. Unless expressly assured in writing, the Provider owes careful effort but no particular economic result (e.g. specific revenue, rankings, reach or conversion figures). Creative work is subject to artistic discretion within the agreed framework.

§ 3 Offer & formation of contract

Unless stated otherwise, offers are valid for 30 days from the offer date and are without engagement until accepted. The contract is formed when the Client accepts the offer — in particular by digitally signing in the client portal together with the required confirmations (entrepreneur status, GTC, data processing/privacy) — or by written instruction or payment of an agreed down payment. After conclusion the Client receives a confirmation together with the offer and these GTC on a durable medium (e-mail/PDF).

§ 4 Client's duties to cooperate

The Client provides all content, information, texts, images, logos, approvals and access required for performance in good time, complete and in the agreed format, and names a contact person authorised to decide. Approvals and feedback are given within a reasonable period.

Client-supplied content

The Client warrants that it holds all rights necessary for the content it supplies (texts, images, trademarks, fonts, data, etc.) and indemnifies the Provider against third-party claims arising from such content.

If the Client fails to cooperate in time, agreed deadlines are extended reasonably and any additional effort may be charged separately. If a project is paused for more than 30 days for reasons within the Client's responsibility, the Provider may invoice the services rendered up to that point.

§ 5 Deadlines

Dates and time frames are non-binding guide values unless expressly agreed in writing as binding ("fixed date"). Delays caused by missing cooperation, subsequent change requests, third-party services or force majeure shift the agreed dates accordingly and do not constitute default of the Provider.

§ 6 Changes & additional services

Changes or extensions to the agreed scope requested after conclusion (change requests) are agreed separately and charged at the agreed hourly rate or on the basis of an additional offer. The Provider is not obliged to implement changes that materially exceed the original scope. Work already begun or completed that is dropped due to change requests is to be remunerated.

§ 7 Prices & payment

The prices stated in the offer apply plus statutory VAT. Unless agreed otherwise, a down payment is due at project start; further payments follow agreed milestones or actual effort. Unless the offer states otherwise, invoices are payable within 14 days of the invoice date without deduction.

In case of default, statutory default interest (§ 456 UGB) and a lump-sum collection cost of € 40 are charged; further costs remain reserved. On payment default the Provider may suspend ongoing work until due amounts are paid in full. The Client may set off only with undisputed or legally established claims. All delivered works, files and granted rights remain the Provider's property, and granted rights remain with the Provider, until full payment (retention of title and rights, see § 9).

§ 8 Acceptance

Work results are provided for acceptance upon completion. The Client inspects the work and reports any defects specifically and in writing within 14 days. If no defect is reported within this period, or if the Client puts the work into use (e.g. going live), the work is deemed accepted. Immaterial defects do not entitle the Client to refuse acceptance. Partial deliverables may be accepted separately.

§ 9 Rights of use & copyright

Copyright and exploitation rights in all copyright-protected works created under the order (designs, layouts, graphics, source code, concepts) initially remain with the Provider. The Client is granted the rights of use specified in the offer only upon full payment of the agreed remuneration.

Unless the offer provides otherwise, the Client receives a non-exclusive right, unlimited in time and territory, to use the results for the agreed purpose. Passing on to third parties, modification, further development or use beyond the agreed purpose requires a separate agreement. Delivery of open source, design source files or source code is owed only if expressly agreed.

Where the Provider uses third-party components (e.g. open-source software, frameworks, fonts, stock material, plugins), the respective third-party licence terms apply and rights are granted only within their scope. Unless expressly agreed otherwise, the Provider may name and depict the work for reference and self-promotion and add a discreet author's note ("Built by Werbung Wien").

§ 10 Third-party services, hosting & licences

Third-party services and costs — in particular hosting, domains, servers, software licences, interfaces, payment services, font and image licences — are not included unless expressly stated in the offer. Where required they are ordered in the name and for the account of the Client or charged on separately. The Provider assumes no liability for the availability, performance or defects of third-party products and services.

§ 11 Warranty

The Provider warrants that the work has the agreed properties upon acceptance. For justified defects reported in time, the Provider has the right and duty to remedy within a reasonable period; if this ultimately fails, the Client has the statutory rights. The warranty period is — to the extent legally permissible — six months from acceptance.

Excluded are defects resulting from Client-supplied content, subsequent interference by the Client or third parties, improper use, missing updates, third-party products, changes in technical conditions (e.g. browsers, operating systems, third-party services) or force majeure. Uninterrupted availability or freedom from errors of software is not owed, in line with the state of the art.

§ 12 Liability

The Provider is liable without limitation for damage to life, body or health and for intent and gross negligence. For slight negligence the Provider is liable only for the breach of material contractual duties and limited to the typical, foreseeable damage, but at most to the order value of the affected order.

Compensation for consequential damage, lost profit, data loss and indirect damage is excluded in case of slight negligence. The Client is responsible for regularly backing up its data. The Client is solely liable for content it provides or approves and for its legal admissibility.

§ 13 Data protection & processing

Processing of personal data for the Provider's own purposes (e.g. contract and billing data) is governed by the privacy policy. Where the Provider processes personal data on behalf of the Client, the Data Processing Agreement (DPA) applies in addition, which the Client accepts upon order acceptance.

§ 14 Confidentiality

Both parties treat the other party's confidential information disclosed during the cooperation as confidential and use it only for contractual purposes. This does not apply to information that is public or becomes known without breach of this duty. The reference right under § 9 remains unaffected.

§ 15 Cancellation, withdrawal & termination

If the Client cancels an order before or during implementation for reasons not attributable to the Provider, the services rendered and effort already incurred are to be remunerated. The Provider may withdraw for good cause, in particular substantial payment default, persistent lack of cooperation or the Client's insolvency; services already rendered are to be remunerated.

§ 16 Force majeure

Events of force majeure (e.g. natural disasters, failures of network or hosting infrastructure, cyber-attacks, official measures, pandemics) release the affected party from performance for their duration. Agreed dates shift accordingly.

§ 17 Final provisions

Amendments and supplements to the contract require text form. Should individual provisions be invalid, the remainder of the contract remains effective; the invalid provision is replaced by an admissible one that comes as close as possible to its economic purpose.

Austrian law applies, excluding the UN Convention on Contracts for the International Sale of Goods and the referral norms of private international law. Place of performance is the Provider's seat. The competent court in Vienna for the Provider's seat is agreed as the place of jurisdiction for all disputes arising from or in connection with this contract.

As of July 2026. These GTC apply exclusively towards entrepreneurs.