

General Terms and Conditions

1. Service

i-like Metaphysik seeks to deliver quality products to customers. Customer satisfaction is our first and foremost priority and our goal is to deliver an outstanding service.

2. Privacy policy

In principle, we process personal data of our users only insofar as this is necessary to provide a functioning website and our content and services. The processing of personal data of our users only takes place with the regularly consent of the user. An exception applies to cases in which prior consent can not be obtained for reasons of fact and the processing of the data is permitted by law.

Cookies

To make this site work properly, we sometimes place small data files called cookies on your device. A cookie is a small text file that a website saves on your computer or mobile device when you visit the site. It enables the website to remember your actions and preferences (such as login, language, font size and other display preferences) over a period of time, so you don't have to keep re-entering them whenever you come back to the site or browse from one page to another.

You can control and/or delete cookies as you wish. You can delete all cookies that are already on your computer and you can set most browsers to prevent them from being placed. If you do this, however, you may have to manually adjust some preferences every time you visit a site and some services and functionalities may not work.

The types of personal data we may collect

Through the cookies we may collect information regarding your website usage, IP-address, browser type and operating system. Also, in order to process your online purchases, we may collect your payment information and information relating to your product preferences and purchasing behavior.

In addition, through the communications channels made available on the Website's « Contact » and « Login » webpage, we may collect your contact details, such as your name, email address, telephone number and fax number. You may also voluntarily provide other data that is related to you in connection with your inquiries or comments. We encourage you, however, to provide no more personal data relating to you than is necessary in order for us to provide an appropriate response to your inquiries or comments.

How we use the personal data we collect

We use your personal data to (1.) address your comments or inquiries, (2.) to process your online purchases, (3.) to bring you into contact with our i-like business partner, (4.) improve the Website, including to enhance user experience and (5.) diagnose problems with our servers. If you choose not to provide your personal data, we may not be able to provide the above services.

If you are registering as a Customer

If you are registering as a Customer we may collect the following personal data from you:

- Contact information (e.g. name, postal or e-mail address, fax number and phone number)
- Date of birth
- Payment information (e.g. bank account or credit card numbers)
- Communication preferences
- Password
- Tax information to the extent required by applicable law
- Product preferences, purchasing habits, purchasing history and spending behaviour

We may collect other personal data in exceptional circumstances only. If we need to process such personal data about you, we will make sure that there is a valid legal basis for doing so (e.g. your explicit consent).

We may use the information we obtain about you to:

- Manage your registration as a Customer;
- Create and manage your online account and respond to your inquiries;
- Process your orders of products or services;
- Forwarding of your order data (including address) to our EU shipping company to ensure the processing of your order (any EU orders are processed by our EU shipping warehouse in Germany.) After the service has been provided, your data will be deleted in the EU warehouse.)
- With purchasing by invoice, data are forwarded to the service provider POWERPAY. See POWERPAY terms and conditions of (shown separately in the order summary/check out).
- Communicate with you;
- Provide your name, address, telephone number or e-mail address to your personal i-like business partner / personal consultant (to guarantee the best support for product questions etc.)
- Facilitate your use of the Website through the use of cookies (e.g. to offer the shopping basket functionality, to remember log in details and language preferences, etc.);
- Improve the Website, including by tracking and monitoring your use of the Website through the use of cookies and to diagnose problems with the software or hardware we use;
- Perform accounting, auditing, billing and collection activities; and
- Comply with applicable legal requirements, industry standards and our policies.

Without the provision of your personal data, we may not be able to provide the above service.

How we may share personal data

i-like Metaphysik GmbH does not sell, rent or trade your personal data. i-like may share your personal data only with:

- Entities within the i-like group to whom it is reasonably necessary or desirable for i-like to disclose personal data;
- i-like business partner, to allow communication regarding product advice, ordering advice, product information for the products that you order from i-like and the i-like Business Opportunity; and
- Government authorities or other third parties, if required by law or reasonably necessary to protect the rights, property and safety of others or ourselves.

How we protect personal data

We maintain appropriate technical and organizational security safeguards designed to protect the personal data you provide against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use.

How long we retain personal data

We store personal data for as long as necessary to fulfil the purposes for which we collect the data (see above under “**How we use the personal data we collect**”), except if required otherwise by law.

Links to other websites

The i-like Website may contain links to websites maintained by third parties, whose information and privacy practices are different than ours. We are not responsible or liable for the information or privacy practices employed by such third parties. We encourage you to read the privacy statements of all third party websites before using such websites or submitting any personal data or any other information on or through such websites.

Updates to the website privacy notice

i-like Metaphysik GmbH reserves the right to change this website privacy notice at any time. If we change this website privacy notice we will update the effective date and such changes will be effective upon posting. We encourage you to review the Website Privacy Notice regularly.

Your rights

Your rights under applicable law may include access to the personal data we process about you, the right to have such personal data corrected, erased or blocked, and the right to object to certain data processing activities. To exercise these rights, you should make a written request using our contact details set out below.

How to contact us

If you have any comments or inquiries about this Website Privacy Notice, if you would like to update information we have about you, or to exercise your rights, you may contact us by e-mail

datenschutz@i-like.net You may also write to:

i-like Metaphysik GmbH, Gewerbestrasse 4, CH-9445 Rebstein

3. Purchase order

Prices

Product prices listed prior to order submission (displayed in the ordering step "Order Summary") shall be considered as binding. Delivery costs vary depending on the purchase value and the country. VAT is included in all prices.

VAT-free deliveries are possible to countries outside Switzerland and Germany. Tax-free orders are allowed via the online shop if the subsequent EUID examination (carried out automatically) via the Federal Central Tax Office in Germany is positive.

Order confirmation

All orders are confirmed by i-like and are subject to Swiss law. For credit card payments, the credit card shall only be charged after the order has been received in our system, and the order confirmation has been submitted. Ordered products which are unavailable at the time of delivery will be delivered as soon as possible.

The contract of purchase is concluded upon receipt of your order and its electronic acceptance by i-like (order confirmation). No order supplements or cancellations shall be allowed after the order has been received.

Payment methods

Available payment methods include Credit Card, PayPal, Purchase by invoice (for B2C customers), and Prepayment (by post or e-banking). Direct debit is not available at this point. I-like Metaphysik reserves the right to cancel orders without notice should these remain unpaid for an extended period.

Purchase by invoice

When purchasing by invoice, the external payment service provider POWERPAY takes over the receivable and processes the corresponding payment method. Customer data are forwarded to the financial services provider as part of this collaboration. When purchasing by invoice, the customer accepts the terms and conditions of POWERPAY further to the terms and conditions of i-like Metaphysik GmbH.

When purchasing by invoice, the customer receives the usual order confirmation and a message from POWERPAY with the order invoice in electronic form. If the customer waives payment of the order invoice in the specified time frame or decides in favour of a partial payment, the customer receives a monthly invoice via post with all outstanding amounts. For partial payment, interest will be charged on the outstanding amount. Administrative fees for monthly statements are CHF 2.90/EUR 1.90.

Purchasing by invoice is not allowed if your billing and delivery address do not match.

3.1 Subscription Order

Scope of Validity

This section governs the contractual relationships between the Subscriber and i-like Metaphysik GmbH. These terms and conditions form part of each subscription contract and affect every subscription order.

Services of i-like Metaphysics GmbH

i-like Metaphysik GmbH offers subscribers a selected range of high quality products as part of a 3-month subscription. i-like Metaphysik GmbH is entitled to make content-related modifications and adjustments to the product range at any time. For the overview and customisation of the subscription, an edit and view option will be sent from i-like Metaphysik GmbH to the customer account / back office of the subscriber.

Services of the subscriber

The services used by the subscriber are billed by i-like Metaphysik GmbH at the respective valid prices and according to the conditions. The subscriber undertakes to pay the applicable prices within the defined period. The term of payment is immediately by credit card, and subsequent payments are made automatically on the 16th of the following month (see the section «Payment Methods» below). If a payment is not made on time, i-like Metaphysik GmbH is entitled to stop providing its services immediately.

Contractual Term and Termination

The subscription agreement between i-like Metaphysik GmbH and the subscriber is concluded for a minimum term. The contractual period is at least 3 months. The subscription will automatically continue after the minimum period of 3 months until it is terminated. If an item is added to a current customer subscription, the minimum 3 month term will start again (from the date of the saved change / adjustment). For i-like distribution partners, the deadlines according to the subscription declaration apply here.

Subscribers may customise their subscription at any time and add or remove items. At least one item must be assigned to the subscription by the end of the contractual period.

The subscriber may give notice on a subscription at any time at the earliest possible termination date. The earliest possible termination date is displayed to the subscriber in his customer account / back office under subscription management.

Payment methods

Only a credit card may be used as the payment method for subscriptions.

Your credit card details are stored encrypted in the system and your subscription order value is automatically debited on the 16th of the following month. Ensure that your subscription is variably customisable (by you). This means that different charges may be incurred during the contractual period. Price changes made by i-like Metaphysik GmbH can also result in price adjustments to the subscription.

Final provisions for subscription orders

If any provision of these GTCs is or becomes invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by one which, in a legally-effective manner, approximates as closely as possible the meaning and purpose of the invalidated provision. The same shall apply in the event that a loophole is found in the contract.

i-like Metaphysik GmbH reserves the express right to change these terms and conditions at any time. General terms & conditions apply.

4. Delivery

i-like Metaphysik delivers mainly to European countries. Worldwide deliveries may also be undertaken with adjusted delivery costs. Following the order confirmation by i-like, your products will be shipped to the delivery address you specified. Generally, products are delivered 4-5 working days after receipt of payment. Please note that products unavailable upon ordering may experience delivery delays.

5. Defective products

If you are dissatisfied with the delivered products, please contact our Customer Service on +41 71 723 1818 or via e-mail at info@i-like.net. Any complaint must be reported immediately upon receipt of the product, ie on the day of delivery. Hidden defects must be reported to Customer Service immediately after discovery. i-like Metaphysik reserves the right to require proof of the defect before taking further action.

i-like Metaphysik is responsible for the following defects: Damage caused by transport, incomplete deliveries (in consideration of availability), and manufacturing and/or packaging defects. In such cases, customers will receive a replacement delivery for the defective goods after inspection.

Products which have been damaged by customer's fault, product loss, and products ordered accidentally shall not be refunded.

6. Jurisdiction and applicable law

Jurisdiction is the domicile of i-like Metaphysik GmbH. The legal relationship is subject to Swiss law.

7. Withdrawal/cancellation right

You can return the goods for any reason within 14 days.

Cancellation policy

The following cancellation policy applies to contracts for goods that can be sent as a package with a carrier.

As a consumer, you have the right to cancel this contract within fourteen days. The time period for cancellation is fourteen days from the day on which you acquire, or a third party named by you (who is not the carrier), acquires physical possession of the goods.

To exercise your right of cancellation, you must submit an unambiguous declaration (e.g. a letter sent by post, fax, or e-mail) to that end at:

i-like Metaphysics GmbH
GBR-Zentrum
Gewerbestrasse 4
CH - 9445 Rebstein

E-Mail: office@i-like.net

You may optionally use the enclosed template cancellation form. To uphold the cancellation period, it is sufficient for you to send the notification to exercise your right of cancellation before the cancellation period expires.

Consequences of cancellation

If you cancel this contract, we will reimburse any payments - excluding delivery costs - we have received from you without delay, and at the latest, within fourteen days from the day on which we receive notification of your cancellation of this contract. Refunds will be made using the same means of payment that was used during the original transaction, unless expressly agreed otherwise. Under no circumstances will you be charged for this refund. We may withhold the refund until the items have been returned to us, or until you have provided evidence that you have shipped the goods, whichever takes place first.

You must send back or hand over the goods to us without delay, no later than fourteen days from the day on which you notified us about the contract cancellation.

For CH deliveries:

i-like Metaphysik GmbH
GBR-Zentrum
Gewerbestrasse 4
CH – 9445 Rebstein

For EU deliveries:

i-like Metaphysik GmbH
c/o VersandDienst.com by Maier
Heerstrasse 6
DE – 89547 Gerstetten-Dettingen

The deadline is met if you return the items before the period of fourteen days has expired.

You shall bear the direct costs of returning the goods.

You are only responsible for a possible loss of value of the goods, if said loss of value can be traced back to an unnecessary examination of the qualities, characteristics, and function of the goods.

Exclusions regarding rights of cancellation

There is no right of cancellation with respect to contracts

- for the delivery of goods that are not prefabricated, and the manufacture of which depends decisively on the consumer's individual selection or determination, or which are clearly tailored to the consumer's personal needs,
- for the delivery of goods that can spoil quickly or are expiring soon,
- for the delivery of sealed goods, which for reasons of health protection or hygiene are unsuitable for return if their seal has been removed after delivery,
- for the delivery of goods, where the goods have, according to their nature, been inseparably mixed with other items after delivery,
- for the delivery of goods which are no longer in their original package after delivery.