# General Terms and Conditions

## 1. Service

VITA24 AG 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

Cookies are text files that are automatically stored locally in the visitor's browser when a website is accessed. This website uses cookies to make the offering more user-friendly and functional and to analyse access to the website. Thanks to these files, it is possible, for example, to display information that is tailored to individual interests on a page. Security-related features to protect your privacy are also made possible by the use of cookies. The exclusive purpose is therefore to adapt our offering to your wishes as a customer in the best possible way and to make using the site as convenient as possible. This also includes the shopping basket or language setting features, as well as the login process.
We distinguish between essential and non-essential cookies. Essential cookies are strictly necessary cookies that are required in order to operate the website and are placed automatically.
For non-essential cookies, we ask for your consent.

We use the following cookies:

| Cookie name | Duration of storage | Description | Essential or non-essential |
|---|---|---|---|
| PersistentSession | 3 months | Maintains the user's statuses during page requests. | Essential |
| PHPSESSID | At the end of the session | Maintains the user's statuses during page requests. | Essential |
| cookieconsent_status | 1 year | Stores your consent status for cookies on our domain. | Essential |
| _ga | 2 years | Used to distinguish individual users. | Non-essential |

| | | | |
|---|---|---|---|
| _ga_********** | 2 years | Used to store the session status. | Non-essential |
| _gcl_au | 2 years | Contains a randomly generated user ID. | Non-essential |
| _gid | 24 hours | Contains a randomly generated user ID. This ID allows Google Analytics to recognise returning users on this website and to merge the data from previous visits. | Non-essential |
| _hjAbsoluteSessionInProgress | 30 minutes | Used to ascertain a user's first pageview; is extended in the event of user activity. | Non-essential |
| _hjIncludedInSessionSample_** | 2 minutes | Set to determine if a user is included in the data sample defined by your website's daily session limit; is expanded every 30 seconds. | Non-essential |
| _hjSession_****** | 30 minutes | Contains the current session data. Ensures that subsequent requests in the session window are assigned to the same session; is extended depending on user activity. | Non-essential |
| _hjSessionUser_******* | 1 year | Hotjar cookie that is set when a user lands on a page with the Hotjar script for the first time. It is used to maintain the Hotjar user ID that is unique to this site in the browser. This ensures that behaviour during subsequent visits to the same site will be attributed to the same user ID. | Non-essential |

You can revoke your consent at any time by going to the homepage (www.i-like.net/en/) and clicking on the "Cookies" tab at the bottom of the screen, then setting the cookie setting to "Allow only essential cookies". You can also disable cookies directly in your browser settings (visit your browser's help page). However, please note that some features of the website may not function properly if you disable the use of cookies.

## Google Analytics

This website uses Google Analytics, a web analytics service provided by Google Inc. ("Google"). Google Analytics uses so-called "cookies" for this web analytics service, i.e., text files are stored on your computer, which, in turn, enable an analysis of your use of the website. The information generated by the cookie about the use of our website is transmitted to a Google server in the USA and then stored there. We point out that on this website Google Analytics has been extended by the code "anonymizeIp" in order to ensure anonymous collection of IP addresses (so-called IP masking). Thus, your IP address will only be truncated by Google within the member states of the EU or in other states party to the Agreement on the European Economic Area. In a few exceptional cases, the full IP address may be transmitted to a Google server in the USA and then truncated there. On the basis of these stored cookies, Google can then evaluate your use of the website and provide a compilation of a report on website activities. On the basis of this report, Google can then also provide other services related to use of the website and Internet to the website provider. Google Analytics will not collate your IP address transmitted by your browser with other Google data. If this evaluation based on your stay on our site is not in your interest, you can prevent the storage or installation of cookies by adjusting your browser software accordingly. We would like at the same time to inform you that, in this case, you will not be able to use all the functions of our website in full.
By using this website, you agree with the processing of the data raised about you by Google in the above-described manner and for the previously named purpose.

Further information from Google regarding data protection:
https://marketingplatform.google.com/about/analytics/terms/gb/
https://policies.google.com/technologies/partner-sites?hl=en
https://policies.google.com/

You can revoke your consent at any time by going to the homepage (www.i-like.net/en) and clicking on the "Cookies" tab at the bottom of the screen, then setting the cookie setting to "Allow only essential cookies". Or disable cookies directly in your browser (see point Cookies).

## 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, e-mail 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.

## Registration

If you are registering 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;
- Create and manage your online account and respond to your inquiries;
- Process your orders of products or services;
- For deliveries within the EU: forwarding your order data (including address) to our shipping company in Germany to ensure your order is processed (orders with a delivery address in the EU are processed by our shipping warehouse in Germany. After provision of the service, your data will be deleted at the shipping warehouse in Germany);
- 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.

## Order as a guest:

Note: you have the option of ordering as a guest on the website www.i-like.net. On personalised i-like websites of our business partners, it is is necessary to create a customer account for provision of the complete service (e.g., for consultations by your personal contact/business partner).

If you opt to place a guest order, you do not have to create a customer account. For orders without a customer account, we need the following data:

- Salutation
- First name and surname
- Legal form
- Company (optional depending on the choice of legal form)
- Street and house number
- Postcode and town/city

- Country
- Email address

Please note that you will have to enter your details again for each additional order.

We process the data that you provide when ordering for the purpose of executing the contract as follows:

- Processing your order, including order confirmation, dispatch of the invoice, or shipping information
- For deliveries within the EU: forwarding your order data (including address) to our shipping company in Germany to ensure your order is processed (orders with a delivery address in the EU are processed by our shipping warehouse in Germany. After provision of the service, your data will be deleted at the shipping warehouse in Germany)
- For questions about your order
- Carrying out accounting, auditing, billing and collection activities
- Compliance with legal requirements (such as retention obligations)

Your data will not be used or stored for any other purpose. The statutory retention obligations towards the authorities apply. However, this has nothing to do with the day-to-day business of the company VITA24 AG.

Please note that the "Purchase on account" payment method is not possible for the order type "Order as a guest". This payment method requires further personal data (e.g., for the credit check) and for it to be stored.

### How we may share personal data

VITA24 AG 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

VITA24 AG 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:
VITA24 AG, 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-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 VITA24 AG 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, and Prepayment (by post or e-banking). Direct debit is not available at this point. VITA24 AG reserves the right to cancel orders without notice should these remain unpaid for an extended period.

### Purchase by invoice

Invoices are payable within 14 days without any deductions.
A payment is only deemed to have been made once VITA24 AG has access to the amount.
If payment is not made within the above-mentioned period, the customer shall be in default of payment, whereby VITA24 AG shall be entitled to charge interest at a rate of 5% from the date in question. In addition, VITA24 AG reserves the right to charge a reminder fee for each reminder. For the duration of the delay, VITA24 AG is also entitled to withdraw from the contract at any time, to demand the return of the delivered goods,

and to claim damages for the cancellation of the contract. All claims shall become due immediately if the customer is in default of payment, culpably fails to fulfil other essential obligations arising from the contract, or if VITA24 AG becomes aware of circumstances that are likely to reduce the creditworthiness of the customer, in particular suspension of payment and initiation of composition or bankruptcy proceedings. In these cases, VITA24 AG is authorised to withhold outstanding deliveries or to implement them only against advance payment or securities.

## 3.1 Subscription/Rent Order

### Scope of Validity

This section governs the contractual relationships between the Subscriber/Tenant and VITA24 AG. These terms and conditions form part of each subscription/rent contract and affect every subscription/rent order.

### Services of VITA24 AG

VITA24 AG offers subscribers/tenants a selected range of high quality products as part of a 4-month subscription/rent. VITA24 AG is entitled to make content-related modifications and adjustments to the product range at any time.

### Services of the subscriber/tenant

The services used by the subscriber/tenant are billed by VITA24 AG at the respective valid prices and according to the conditions. The subscriber/tenant 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, VITA24 AG is entitled to stop providing its services immediately.

### Contractual Term and Termination

The subscription/rent agreement between VITA24 AG and the subscriber/tenant is concluded for a minimum term. The contractual period is at least 4 months. The subscription/rent will automatically continue after the minimum period of 4 months until it is terminated. If an item is added to a current customer subscription/rent, the minimum 4 month term will start again (from the date of the saved change / adjustment). For i-like distribution partners, the deadlines according to the subscription/rent declaration apply here.
Subscribers/tenant may customise their subscription/rent at any time and add or remove items. At least one item must be assigned to the subscription/rent by the end of the contractual period.
The subscriber/tenant may give notice on a subscription/rent at any time at the earliest possible termination date.

### Payment methods

Only a credit card may be used as the payment method for subscriptions/rents.
Your credit card details are stored encrypted in the system and your subscription/rent order value is automatically debited on the 16th of the following month. Ensure that your subscription/rent is variably customisable (by you). This means that different charges may be incurred during the contractual period. Price changes made by VITA24 AG can also result in price adjustments to the subscription/rent.

### 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.
VITA24 AG reserves the express right to change these terms and conditions at any time. General terms & conditions apply.

## 4. Delivery

VITA24 AG 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. VITA24 AG reserves the right to require proof of the defect before taking further action.

VITA24 AG is responsible for the following defects: Damage caused by transport during delivery, 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 VITA24 AG. 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:

**VITA24 AG**
**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**
**GBR-Zentrum**
**Gewerbestrasse 4**
**CH – 9445 Rebstein**

***For EU deliveries:***

**i-like Metaphysik**
**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.
- for the delivery of goods that are delivered for testing and/or were clearly ordered as a test device or test product.