

# AGBs help2type

## Scope of application:

These general terms and conditions apply to all orders placed by customers via the online shop of help2type. With the confirmed order, these general terms and conditions are deemed to be accepted by the customer.

## Offer and conclusion of contract:

The products and prices in the online shop are deemed to be an offer. By clicking the button (Order), the customer places a binding order for all products listed on the order page. help2type GmbH reserves the right to change the prices of the products and services offered at any time. The price in the online shop at the time of the order is decisive for the conclusion of the purchase contract.

## Order:

The product is not subject to VAT. Payments must be made in Swiss francs or, if another currency is used, at the current exchange rate. The payment options indicated as means of payment in the online shop are available.

Payment shall be made by cash in advance. The products are reserved until the expiry of the payment period of 19 calendar days. After that, the validity of the order expires.

## Delivery:

The product will be dispatched as soon as help2type GmbH has received payment. If help2type GmbH is in default of delivery, the customer shall be entitled to withdraw from the contract from the 30th calendar day after confirmation of payment. In this case, help2type GmbH shall refund the amount already paid. There shall be no further claims against help2type.

Dispatch takes place worldwide. If the product is available, the delivery time in Switzerland is a maximum of 7 working days. However, delays in delivery may occur due to production or delivery bottlenecks. For this reason, information on availability and delivery time is without guarantee and may change at any time.

## Returns:

The return period is from the date of dispatch. Subject to some exceptions below, products ordered from help2type GmbH can be returned within 30 days.

In the following cases, help2type GmbH cannot offer returns:

- In the case of damaged items
- If the original packaging is no longer present
- If accessories are missing

Full refund at the purchase price:

- The item is in unopened, undamaged original packaging.

In this case, the return costs are the responsibility of the sender.  
In the following cases, the return costs will be borne by help2type GmbH:

- Upon receipt of a damaged or non-functioning product.
- On receipt of a different item than ordered

### **Warranty:**

help2type GmbH guarantees the keyboard to be free of defects and to function properly for 1 year after delivery. In the event of damage due to improper handling, the warranty on the part of help2type GmbH shall not apply.

All other warranty provisions, in particular the statutory provisions, are excluded.

### **Data protection:**

In order to protect your data against unauthorised or unlawful processing and to safeguard it against loss, accidental loss or alteration, unauthorised disclosure or access, we take technical and organisational measures, e.g.

- The encryption of certain data
- Logging access and implementing technical access restrictions
- Issuing binding instructions to our employees on data processing.
- Only persons and partners have access to data they need for processing.

Data that is necessary for processing the order is stored for at least three years. A deletion or correction of data can be requested in writing at any time. Infringement by third parties is not subject to the directability of help2type GmbH.

### **Liability and exclusion of liability:**

Liability is governed by the applicable legal provisions. In the following cases, help2type GmbH declines all liability:

- Improper, non-contractual or illegal storage, adjustment or use of the products.
- Failure to maintain and/or improper modification or repair of the products by the customer or a third party.
- Force majeure, in particular damage caused by the elements, moisture, falls and impacts etc. for which help2type is not responsible.

### **Data Protection Act 2023:**

Personal data is used for the dispatch of the goods. The data is transferred to the logistics and delivery companies such as Swiss Post and similar companies. This depends on the destination country of the delivery. Depending on the importance of the information, mails may be sent to existing customers. Contact is exclusively the help2type GmbH, contactable by mail to [info@help2type.com](mailto:info@help2type.com).

### **Applicable court and place of jurisdiction:**

All legal relationships between help2type GmbH and the customer are subject to Swiss law.

The exclusive place of jurisdiction for all disputes between help2type GmbH and the customer is Bern, Switzerland.