

## Terms and Conditions

Last updated: June 01, 2022

Please read these terms and conditions carefully before using Our Service.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Country** refers to: Switzerland
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Christian Gafner GmbH, Rainstrasse 19, 2540 Grenchen.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.

- **Service** refers to the Website.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service. This Terms and Conditions agreement has been created with the help of the Terms and Conditions Generator.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to Mechanik2®, accessible from [www.mechanik2.com](http://www.mechanik2.com)
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Acknowledgment

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **Links to Other Websites**

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third-party web sites or services that You visit.

## **Termination**

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately.

## **Limitation of Liability**

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount

actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

### **"AS IS" and "AS AVAILABLE" Disclaimer**

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of

any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## **Governing Law**

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

## **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## **For European Union (EU) Users**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United States government list of prohibited or restricted parties.

## **Severability and Waiver**

### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

### **Translation Interpretation**

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

### **Changes to These Terms and Conditions**

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to

the new terms, in whole or in part, please stop using the website and the Service.

## **Contact Us**

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [sales@mechanik2.com](mailto:sales@mechanik2.com)
- By visiting this page on our website: [www.mechanik2.com](http://www.mechanik2.com)
- By phone number: +4176 365 8889

## Disclaimer

Last updated: June 01, 2022

## Interpretation and Definitions

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### Definitions

For the purposes of this Disclaimer:

- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Disclaimer) refers to Christian Gafner GmbH, Rainstrasse 19, 2540 Grenchen.
- **Service** refers to the Website.
- **You** means the individual accessing the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.
- **Website** refers to Mechanik2®, accessible from [www.mechanik2.com](http://www.mechanik2.com)

### Disclaimer

The information contained on the Service is for general information purposes only.

The Company assumes no responsibility for errors or omissions in the contents of the Service.

In no event shall the Company be liable for any special, direct, indirect, consequential, or incidental damages or any damages whatsoever, whether in an action of contract, negligence or other tort, arising out of or in connection with the use of the Service or the contents of the Service. The Company reserves the right to make additions, deletions, or modifications to the contents on the Service at any time without prior notice. This Disclaimer has been created with the help of the [Disclaimer Generator](#).

The Company does not warrant that the Service is free of viruses or other harmful components.

### **External Links Disclaimer**

The Service may contain links to external websites that are not provided or maintained by or in any way affiliated with the Company.

Please note that the Company does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

### **Errors and Omissions Disclaimer**

The information given by the Service is for general guidance on matters of interest only. Even if the Company takes every precaution to insure that the content of the Service is both current and accurate, errors can occur. Plus, given the changing nature of laws, rules and regulations, there may be delays, omissions or inaccuracies in the information contained on the Service.

The Company is not responsible for any errors or omissions, or for the results obtained from the use of this information.

### **Fair Use Disclaimer**

The Company may use copyrighted material which has not always been specifically authorized by the copyright owner. The Company is making such material available for criticism, comment, news reporting, teaching, scholarship, or research.

The Company believes this constitutes a "fair use" of any such copyrighted material as provided for in section 107 of the United States Copyright law.

If You wish to use copyrighted material from the Service for your own purposes that go beyond fair use, You must obtain permission from the copyright owner.

### **Views Expressed Disclaimer**

The Service may contain views and opinions which are those of the authors and do not necessarily reflect the official policy or position of any other author, agency, organization, employer or company, including the Company.

Comments published by users are their sole responsibility and the users will take full responsibility, liability and blame for any libel or litigation that results from something written in or as a direct result of something written in a comment. The Company is not liable for any comment published by users and reserves the right to delete any comment for any reason whatsoever.

### **No Responsibility Disclaimer**

The information on the Service is provided with the understanding that the Company is not herein engaged in rendering legal, accounting, tax, or other professional advice and services. As such, it should not be used as a substitute for consultation with professional accounting, tax, legal or other competent advisers.

In no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in connection with your access or use or inability to access or use the Service.

### **"Use at Your Own Risk" Disclaimer**

All information in the Service is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this information, and without warranty of any kind, express or implied,

including, but not limited to warranties of performance, merchantability and fitness for a particular purpose.

The Company will not be liable to You or anyone else for any decision made or action taken in reliance on the information given by the Service or for any consequential, special or similar damages, even if advised of the possibility of such damages.

## **Contact Us**

If you have any questions about this Disclaimer, You can contact Us:

- By email: [sales@mechnik2.com](mailto:sales@mechnik2.com)
- By visiting this page on our website: [www.mechanik2.com](http://www.mechanik2.com)
- By phone number: +41 76 3658889

## **Cookies Policy**

Last updated: May 12, 2022

This Cookies Policy explains what Cookies are and how We use them. You should read this policy so You can understand what type of cookies We use, or the information We collect using Cookies and how that information is used.

Cookies do not typically contain any information that personally identifies a user, but personal information that we store about You may be linked to the information stored in and obtained from Cookies. For further information on how We use, store and keep your personal data secure, see our Privacy Policy.

We do not store sensitive personal information, such as mailing addresses, account passwords, etc. in the Cookies We use.

### Interpretation and Definitions

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#### Definitions

For the purposes of this Cookies Policy:

Company (referred to as either "the Company", "We", "Us" or "Our" in this Cookies Policy) refers to Christian Gafner GmbH, Rainstrasse 19, 2540 Grenchen.

Cookies means small files that are placed on Your computer, mobile device or any other device by a website, containing details of your browsing history on that website among its many uses.

Website refers to Mechanik2®, accessible from [www.mechanik2.com](http://www.mechanik2.com)

You means the individual accessing or using the Website, or a company, or any legal entity on behalf of which such individual is accessing or using the Website, as applicable.

#### The use of the Cookies

#### Type of Cookies We Use

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close your web browser.

We use both session and persistent Cookies for the purposes set out below:

#### Necessary / Essential Cookies

Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

#### Cookies Policy / Notice Acceptance Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies identify if users have accepted the use of cookies on the Website.

## Functionality Cookies

Type: Persistent Cookies

Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to re-enter your preferences every time You use the Website.

## Tracking and Performance Cookies

Type: Persistent Cookies

Administered by: Third-Parties

Purpose: These Cookies are used to track information about traffic to the Website and how users use the Website. The information gathered via these Cookies may directly or indirectly identify you as an individual visitor. This is because the information collected is typically linked to a pseudonymous identifier associated with the device you use to access the Website. We may also use these Cookies to test new advertisements, pages, features or new functionality of the Website to see how our users react to them.

## Your Choices Regarding Cookies

If You prefer to avoid the use of Cookies on the Website, first You must disable the use of Cookies in your browser and then delete the Cookies saved in your browser associated with this website. You may use this option for preventing the use of Cookies at any time.

If You do not accept Our Cookies, You may experience some inconvenience in your use of the Website and some features may not function properly.

If You'd like to delete Cookies or instruct your web browser to delete or refuse Cookies, please visit the help pages of your web browser.

For the Chrome web browser, please visit this page from Google:  
<https://support.google.com/accounts/answer/32050>

For the Internet Explorer web browser, please visit this page from Microsoft:  
<http://support.microsoft.com/kb/278835>

For the Firefox web browser, please visit this page from Mozilla: <https://support.mozilla.org/en-US/kb/delete-cookies-remove-info-websites-stored>

For the Safari web browser, please visit this page from Apple:  
<https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac>

For any other web browser, please visit your web browser's official web pages.

## More Information about Cookies

You can learn more about cookies: [What Are Cookies?](#)

## Contact Us

If you have any questions about this Cookies Policy, You can contact us:

By email: [sales@mechanik2.com](mailto:sales@mechanik2.com)

By visiting this page on our website: [www.mechanik2.com](http://www.mechanik2.com)

By phone number: +41 76 365 8889