

Terms and Conditions of <https://xios-store.ch/>

These Terms govern

- the use of <https://xios-store.ch/>, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalised words are defined in the relevant dedicated section of this document.

The User must read this document carefully.

<https://xios-store.ch/> is provided by:

Xios Store SNC
Route des Cheseaux-Dessus G3
1264 Saint-Cergue (Switzerland)
Partnership
No. in the commercial register: CH-550.1.203.148-3
VAT number: CHE-252.518.179

Data Protection Officer (DPO)

Eleftherios Exadaktylos
c/o Xios Store SNC
Rte des Cheseaux-Dessus G3
CH-1264 St-Cergue
Contact: dpo@xios-store.ch

Owner contact email: contact@xios-store.ch

Information about <https://xios-store.ch/>

We bring to the knowledge of the users and visitors of the site: xios-store.ch the following informations:

Le client doit prendre connaissance des conditions générales de vente et les accepter avant de passer commande.

Legal information: Statut du propriétaire : Société au nom collectif. The Owner is : Xios Store SNC. Xios Store SNC is registered in the register of commerce of canton VD under IDE CHE-252.518.179. N° de TVA : CHE-252.518.179 TVA.

Adresse postale du propriétaire : Route des Cheseaux-dessus G3, CH - 1264 Saint Cergue Telephone: +41 (0)22 547 11 42
Adresse e-mail de contact : contact@xios-store.ch Les Créateurs du site sont : Vincent Soderegger & Eleftherios Exadaktylos Le Responsable de la publication est : Eleftherios Exadaktylos Contact the person responsible for the publication: webmaster@xios.ch The person responsible for the publication is a physical person

Xios Store SNC is a Swiss online boutique that offers quality products. TVA is included in the price.

Payment information is managed securely. <https://xios-store.ch/> ne stock pas et ne peut pas recuperat votre numéro de carte bancaire.

Concerning only the products of the InnovaGoods brand and those of the Perfumes and Sunglasses collections, they can only be replaced if they are defective or damaged by transport and must be returned intact and complete in their original packaging (with labels including their references), accompanied by the delivery note, (see instructions below under the Guarantee section) within 7 days. If 7 days have passed since we received your purchase, we unfortunately cannot offer you a refund or exchange. Return costs are our responsibility. See Returns & Refunds Policy [Voir Politique des Retours & Remboursements](#)

"<https://xios-store.ch/>" refers to

- this website, including its subdomains and any other website through which the Owner makes its Service available;

- the Service;
- any applications, sample and content files, source code, scripts, instruction sets or software included as part of the Service, as well as any related documentation;

The following documents are incorporated by reference into these Terms:

What the User should know at a glance

- Please note that some provisions in these Terms may only apply to certain categories of Users. In particular, certain provisions may only apply to Consumers or to those Users that do not qualify as Consumers. Such limitations are always explicitly mentioned within each affected clause. In the absence of any such mention, clauses apply to all Users.
 - These Terms contain an arbitration clause that applies to Users depending on the circumstances. It affects how disputes with the Owner are resolved. Users are advised to read it carefully.
 - **Usage of <https://xios-store.ch/> and the Service is age restricted:** to access and use <https://xios-store.ch/> and its Service the User must be an adult under applicable law.
 - Minors may access <https://xios-store.ch/> and use its Service only under parental or adult supervision.
 - The right of withdrawal on <https://xios-store.ch/> applies to all Users, including those Users that do not qualify as Consumers.
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TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using <https://xios-store.ch/>.

Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using <https://xios-store.ch/>, Users confirm to meet the following requirements:

- There are no restrictions for Users in terms of being Consumers or Business Users;
- Users must be recognised as adult by applicable law;
- Minors may only use <https://xios-store.ch/> under parental or adult supervision;

Account registration

To use the Service Users may register or create a User account, providing all required data or information in a complete and truthful manner.

Users may also use the Service without registering or creating a User account, however, this may cause limited availability of certain features or functions.

Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by <https://xios-store.ch/>.

By registering, Users agree to be fully responsible for all activities that occur under their username and password.

Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.

Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts that it deems inappropriate, offensive or in violation of these Terms.

The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement.

The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

Content on <https://xios-store.ch/>

Unless where otherwise specified or clearly recognisable, all content available on <https://xios-store.ch/> is owned or provided by the Owner or its licensors.

The Owner undertakes its utmost effort to ensure that the content provided on <https://xios-store.ch/> infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.

In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Rights regarding content on <https://xios-store.ch/> - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content.

Users may not, therefore, use such content in any way that is not necessary or implicit in the proper use of the Service.

In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on <https://xios-store.ch/>, nor allow any third party to do so through the User or their device, even without the User's knowledge.

Where explicitly stated on <https://xios-store.ch/>, the User may download, copy and/or share some content available through <https://xios-store.ch/> for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented.

Any applicable statutory limitation or exception to copyright shall stay unaffected.

Access to provided content

Content that Users provide to <https://xios-store.ch/> is made available according to the criteria outlined within this section.

Private content

Private content provided by Users shall stay private and will not be shared with any third parties or accessed by the Owner without the User's explicit consent.

Users may (and are encouraged to) check on <https://xios-store.ch/> to find details of who can access the content they provide.

Access to external resources

Through <https://xios-store.ch/> Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.

Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

<https://xios-store.ch/> and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.

Users are solely responsible for making sure that their use of <https://xios-store.ch/> and/or the Service violates no applicable law, regulations or third-party rights.

Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to <https://xios-store.ch/> or the Service, terminating contracts, reporting any misconduct performed through <https://xios-store.ch/> or the Service to the competent authorities – such as judicial or administrative authorities – whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

API usage terms

Users may access their data relating to <https://xios-store.ch/> via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses <https://xios-store.ch/>, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

TERMS AND CONDITIONS OF SALE

Paid Products

Some of the Products provided on <https://xios-store.ch/>, as part of the Service, are provided on the basis of payment.

The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of <https://xios-store.ch/>.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of <https://xios-store.ch/> and are subject to change without notice.

While Products on <https://xios-store.ch/> are presented with the greatest accuracy technically possible, representation on <https://xios-store.ch/> through any means (including, as the case may be, graphic material, images, colours, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

Purchasing process

Any steps needed from Product choice to order submission, form part of the purchasing process.

The purchasing process includes these steps:

- Users must indicate the desired Product by selecting it, including, where possible, quantity and specific characteristics, to make it appear in the purchase selection.
- Within the purchase selection, Users may review their purchase selection, modify, remove or add items and, where provided for, give specific instructions (for instance, "send it with a gift receipt").
- Users will use the checkout button to be redirected to the checkout view.
- Within the checkout view, Users will be given the possibility to choose the express checkout. The express checkout allows Users to finalise the purchase directly through an online payment processing service (such as "PayPal", "Amazon Pay", "Google Pay"). By choosing the express checkout, Users will be redirected to the selected payment platform.
- Within the checkout view, Users are required, through consecutive steps, to specify their contact details, billing and shipping address, and a shipping and payment method of their choice.
- Within the checkout view, Users may log in, if already in possession of an account. Users will be required, through consecutive steps, to confirm the registered billing and shipping address and specify shipping and payment methods of their choice. Users not already in possession of an account may create one during the purchasing process. The accounts are created via [Shopify](#) and they also allow the Users to access the status of the current purchase and their purchase history. The User may read the privacy policy of Shopify and <https://xios-store.ch/> to learn more about the data processing and User rights regarding their data.
- During the purchasing process, Users may, at any time, modify, correct or change the information provided, and add a gift card, referral code or discount code (Coupon) or altogether abort the purchasing process with no consequence.
- After providing all the required information, Users must carefully review the order and, subsequently, confirm and submit it by using the relevant button or mechanism on <https://xios-store.ch/>, hereby accepting these Terms and committing to pay the agreed-upon price.

Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on <https://xios-store.ch/> are displayed:

- including all applicable fees, taxes and costs.

Offers and discounts

The Owner may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of <https://xios-store.ch/>.

Offers and discounts are always granted at the Owner's sole discretion.

Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future.

Depending on the case, discounts or offers shall be valid for a limited time only or while stocks last. If an offer or discount is limited by time, the time indications refer to the time zone of the Owner, as indicated in the Owner's location details in this document, unless otherwise specified.

Methods of payment

Information related to accepted payment methods is made available during the purchasing process.

Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of <https://xios-store.ch/>.

All payments are independently processed through third-party services. Therefore, <https://xios-store.ch/> does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed.

If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

Authorization for future PayPal payment

If Users authorise the PayPal feature which allows future purchases, <https://xios-store.ch/> will store an identification code linked to the Users' PayPal account. This will authorise <https://xios-store.ch/> to automatically process payments for future purchases or recurring instalments of past purchases.

This authorisation can be revoked at any time, either by contacting the Owner or by changing the user settings offered by PayPal.

Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

Contractual right of cancellation

The Owner grants Users a contractual right to cancel the purchase under the terms and conditions described in the relevant section of <https://xios-store.ch/> within 14 days of concluding the contract.

Delivery

Deliveries are made to the address indicated by the User and in the manner specified in the order summary.

Upon delivery, Users should verify the content of the delivery and report anomalies without undue delay, using the contact details provided in this document or as described in the delivery note. Users may refuse to accept the parcel if visibly damaged.

Goods are delivered to the following countries or territories: Suisse.

Delivery times are specified on <https://xios-store.ch/> or during the purchasing process.

Unless otherwise specified on <https://xios-store.ch/> or agreed with Users, Products shall be delivered within thirty (30) days from purchase.

“Click and collect”

Users may choose to collect their purchase at one of the “collection points” outlined in the dedicated section of <https://xios-store.ch/> and according to the timeframe communicated.

Failed delivery

The Owner cannot be held responsible for delivery errors due to inaccuracies or incompleteness in the execution of the purchase order by the User, nor for any damages or delays after handover to any carrier arranged by the User and not offered or recommended by the Owner.

If the goods are not received or collected at the time or within the deadline specified, the goods will be returned to the Owner, who will contact the User to schedule a second delivery attempt or to agree on the future course of action.

Unless otherwise agreed, any delivery attempt starting from the second shall be at the User’s expense.

User rights

Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

Who the right of withdrawal applies to

The right of withdrawal is a right designed for European Consumers in the case of distance contracts (because the User is not able to see or try the Products before closing the contract). Withdrawal from the contract terminates the obligation of the contracting parties to perform the contract.

On <https://xios-store.ch/> the right of withdrawal applies to all Users, without prejudice to any more specific rights available to Users based on applicable law and/or this document.

Unless any exception mentioned below applies, if any, Users have a right to withdraw from the contract within the specified period applicable to their case, for any reason and without justification.

Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.

To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

- **Regarding the purchase of goods**, the withdrawal period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – takes physical possession of the goods.
- **Regarding the purchase of several goods ordered together** but delivered separately or in case of purchase of a single good consisting of multiple lots or pieces delivered separately, the withdrawal period expires 14 days after the day on which the User or a third party – other than the carrier and designated by the User – acquires physical possession of the last good, lot or piece.
- **Regarding the purchase of a service**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.

Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.

However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.

Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

...on the purchase of physical goods

Unless the Owner has offered to collect the goods, Users shall send back the goods or hand them over to the Owner, or to a person authorised by the latter to receive the goods, without undue delay and in any event within 14 days from the day on which they communicated their decision to withdraw from the contract.

The deadline is met if the goods are handed to the carrier, or otherwise returned as indicated above, before the expiration of the 14-days-period for returning the goods. The reimbursement may be withheld until reception of the goods, or until Users have supplied evidence of having returned the goods, whichever is the earliest.

Users shall only be liable for any diminished value of the goods resulting from the handling of the goods outside of that which is necessary to establish their nature, characteristics and functioning.

The costs of returning the goods are borne by the User.

...on the purchase of services

Where a User exercises the right of withdrawal after having requested that the service be performed before the withdrawal period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided.

Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

Exceptions from the right of withdrawal

The right of withdrawal does not apply to contracts:

- for the supply of goods made to the consumer's specifications or otherwise clearly personalised;
- for the supply of goods which are liable to deteriorate or expire rapidly;
- for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery;

Guarantees

After-sales assistance

Users who have purchased products on <https://xios-store.ch/> may take advantage of the after-sales assistance services related to their purchase at no cost for the entire guarantee period by contacting the Owner at the contact details provided in this document.

Liability and indemnification

Unless otherwise explicitly stated or agreed with Users, the Owner's liability for damages in connection with the execution of the Agreement shall be excluded, limited and/or reduced to the maximum extent permitted by applicable law.

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.

Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.

Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

The Owner undertakes to inform the User with at least 3 days' notice in advance, whenever possible.

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of <https://xios-store.ch/> and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling program.

Privacy policy

For information about the use of their personal data, Users must refer to the privacy policy of <https://xios-store.ch/> which is hereby declared to be part of these Terms.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to <https://xios-store.ch/> are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with <https://xios-store.ch/> are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.

Such changes will only affect the relationship with the User from the date communicated to Users onwards.

The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.

The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.

If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.

Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of <https://xios-store.ch/> must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Authoritative version of these Terms

These Terms are drawn up and revised in français. Other language versions of these Terms are provided for information purposes only. In the event of any inconsistency between different linguistic versions, the original version shall always prevail.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Venue of jurisdiction

The parties shall use their best efforts to resolve any disputes, controversies, and differences which may result from or in connection to these Terms, by mutual negotiation and agreement.

If an attempt at a mutual solution fails, the parties agree to solve the controversy by way of arbitration before the le Tribunal d'arrondissement de La Côte, Route de St-Cergue 38, 1260 Nyon, Suisse and according to procedural rules adopted by such arbitration body.

Dispute resolution

Amicable dispute resolution

Users may bring any disputes to the Owner who will try to resolve them amicably.

While Users' right to take legal action shall always remain unaffected, in the event of any controversy regarding the use of <https://xios-store.ch/> or the Service, Users are kindly asked to contact the Owner at the contact details provided in this document.

The User may submit the complaint to the Owner by using the dedicated section of <https://xios-store.ch/> and following the instructions provided.

The Owner will process the request without undue delay and within 2 days of receiving it.

Definitions and legal references

[Https://xios-store.ch/](https://xios-store.ch/) (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

Business User

Any User that does not qualify as a Consumer.

Coupon

Any code or voucher, in print or electronic form, which allows the User to purchase the Product at a discounted price.

European (or Europe)

Applies where a User, regardless of nationality, is in the EU.

Example withdrawal form

Addressed to:

*Xios Store SNC Route des Cheseaux-Dessus G3 1264 Saint-Cergue (Switzerland) Partnership No. in the commercial register: CH-550.1.203.148-3 VAT number: CHE-252.518.179 **Data Protection Officer (DPO)** Eleftherios Exadakylos c/o Xios Store SNC Rte des Cheseaux-Dessus G3 CH-1264 St-Cergue Contact: dpo@xios-store.ch
contact@xios-store.ch*

I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:

_____ (insert a description of the goods/services that are subject to the respective withdrawal)

- Ordered on: _____ (insert the date)
- Received on: _____ (insert the date)
- Name of consumer(s): _____
- Address of consumer(s): _____
- Date: _____

(sign if this form is notified on paper)

Owner (or We)

Indicates the natural person(s) or legal entity that provides <https://xios-store.ch/> and/or the Service to Users.

Product

A good or service available through <https://xios-store.ch/>, such as e.g. physical goods, digital files, software, booking services etc., and any other types of products separately defined herein, such as Digital Products.

Service

The service provided by <https://xios-store.ch/> as described in these Terms and on <https://xios-store.ch/>.

Terms

All provisions applicable to the use of <https://xios-store.ch/> and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

User (or You)

Indicates any natural person or legal entity using <https://xios-store.ch/>.

Consumer

Consumer is any User qualifying as such under applicable law.

Latest update: 5 March 2024