

FLYER terms of use

1. Operator and purpose

This website is operated by Biketec AG, Schwende 1, 4950 Huttwil, Switzerland (hereinafter referred to as “FLYER e-bikes”). In particular, FLYER e-bikes develops, produces and sells electric bikes. The main aim of the website is to inform customers, dealers and other interested parties about the products and activities of FLYER e-bikes. Unless otherwise stated, FLYER e-bikes does not intend the details on its website to be legally binding. If you are interested in a particular offer, please contact FLYER e-bikes or a FLYER specialist trade partner directly (you can find dealers near you at <https://www.flyer-bikes.com/int-en/find-a-dealer/>).

2. Scope

These provisions apply to all visitors to the website www.flyer-bikes.com, including all subdomains (referred to collectively as the “Website” in these terms of use). In using the Website, you accept these terms of use. We reserve the right to change or add to these provisions at any time or to amend them based on a change in legal situation. In particular, these terms of use may be changed or revised from time to time based on technical or legal updates. We would therefore ask you as a user of our Website to reread these terms of use before using the Website and to note any changes or updates. In leaving the Website, you are leaving the area controlled by FLYER e-bikes. FLYER e-bikes does not accept any liability or responsibility for any content outside of this Website. You will know that you are on the FLYER e-bikes Website if you can see the element “flyer-bikes.com/” in your browser’s address bar.

3. General

FLYER e-bikes is entitled to delete or amend the content on this Website at any time without giving notice and to suspend its availability or to restrict accessibility to a certain group of people. In visiting this Website, you declare that you agree to use the Website for its intended purposes only and undertake not to access or attempt to access areas which you are not authorised to access, to make any changes to the Website, to cause any disruptions, to distribute malware, or to change or view other users’ data.

4. Intellectual property

The trademarks, logos, product features and descriptions, images and text accessible on our Website and the Website and Website design itself are subject in particular to copyright and trademark rights and other property rights held by FLYER e-bikes (hereinafter referred to collectively as the “FLYER e-bikes Industrial Property Rights”). Use of the FLYER e-bikes Industrial Property Rights is prohibited without the prior written consent of FLYER e-bikes or the relevant trademark owner. Individual copies of pages or extracts of these rights can be made for your private use if and insofar as they and the FLYER E-bike copyright notice remain unchanged. Commercial use of the Websites or parts thereof require the express prior consent of FLYER e-bikes.

5. Submitting ideas

We reject unsolicited manuscripts relating to marketing concepts, advertising, products and packaging concepts, etc. as a basic principle. If you nevertheless send ideas or suggestions to FLYER e-bikes, we shall not accept any liability for the materials you submit. We are not able to return unsolicited manuscripts and materials for time and cost reasons.

6. Dealer area

The dealer area is available exclusively to FLYER e-bikes business partners who have been given their own login details by FLYER e-bikes for this purpose.

7. Liability

FLYER e-bikes shall not accept any guarantee or liability for damages of any kind incurred by accessing or using our web pages and/or by downloading or saving information or programs. This does not include claims for damages due to loss of life, physical injury, damaged health or a violation of fundamental contractual obligations (material obligations) or liability for other damages caused by intent or gross negligence on the part of FLYER e-bikes, its legal representatives or vicarious agents. Fundamental contractual obligations are those which must be met in order to achieve the aim of the contract. In the event of a violation of fundamental contractual obligations, we shall only accept liability for typical contractual and foreseeable damages if they have been caused by negligence, unless the claims for damages result from a loss of life, physical injury or damage to health. The provisions of product liability legislation shall remain unaffected. FLYER e-bikes endeavours to keep all of the content on its Website up-to-date and accurate and to keep the Website free of any malware as well as taking appropriate measures to protect users' data. Due to the risks posed by electronic communication, by errors in data transmission, by changing or updating the Website or by changing statutory regulations or FLYER e-bikes offers, and as a result of the time required to amend content, FLYER e-bikes cannot offer any guarantee for the completeness, validity, accuracy or harmlessness of the content on its Website. No liability is accepted for the content of the Website or any damages incurred by the Website to the extent permitted by law.

8. Links to third-party offers

All links and other references to our Websites have been carefully checked and do not to our knowledge have any unlawful content. Since Internet content is constantly changing, we expressly declare that FLYER e-bikes has no influence over the design and content of websites it links to. FLYER e-bikes therefore expressly dissociates itself from all content on external websites and expressly declares that it does not regard this content as its own. This declaration applies without exception to the links contained on our Website and also to all content on the pages to which the links take the user when they click on them.

9. Lack of clarity, errors and problems

If anything seems unclear to you, please contact FLYER e-bikes or your chosen specialist FLYER dealer directly. If you believe that using the FLYER e-bikes Website could have unintended consequences or you identify gaps in security, you are obliged to report this to FLYER e-bikes.

10. Ancillary provisions

If a provision of these terms of use is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions. These terms of use are subject to Swiss law. The place of jurisdiction shall be the city of Bern. The Swiss Federal Act on Data Protection (FADP) forms the basis for data protection.

11. Contact address

If you have any questions or other requests or if anything is unclear, you can contact us via:

E-mail: info@flyer.ch / **Telephone:** +41 62 959 55 55

Address: Biketec AG, Schwende 1, CH-4950 Huttwil