

## TERMS AND CONDITIONS & GDPR STATEMENT

Weallsendcards.com Ltd

V1 (18<sup>th</sup> September 2020)

### 1. General Terms of Service

- 1.1 This website (weallsendcards.com) is operated by weallsendcards.com Ltd, hereinafter shall be referred to as “weallsendcards.com”. Throughout the site, the terms “we”, “us” and “our” refer to weallsendcards.com Ltd. Weallsendcards.com offers this website, including all information, tools and services available from this site to you, the user, conditional upon your acceptance of all terms, conditions, policies and notices stated here.
- 1.2 By visiting our website and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (also referred to as “Terms of Service”, “Terms”), including any additional terms and conditions and policies linked to in this document.
- 1.3 These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.
- 1.4 Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you must stop accessing the website and stop using all of our services.
- 1.5 If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current website shall also be subject to the Terms of Service.

You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes.

Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

- 1.6 By agreeing to these Terms of Service, you represent that you are at least 18 years old and you have given us your consent to allow any of your minor dependents to use this site.
- 1.7 You may not use our products or services for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.
- 1.8 A breach or violation of any of the Terms will result in an immediate termination of your Services, and your permission to access to the website will be revoked.
- 1.9 We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (including credit card information), will be encrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

- 1.10 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service including any content on our website without express written permission by us.
- 1.11 We will endeavour to keep all information up to date on the website, however we are not responsible if information made available on this site is no longer accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. If we realise at the time of an order that any information is inaccurate, we will inform you of this before we proceed with your order.
- 1.12 Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site. . If we realise at the time of an order that any information is inaccurate, we will inform you of this before we proceed with your order.
- 1.13 Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.
- 1.14 Our products or services are custom made and are only be available exclusively online through the website. These products are subject to return or exchange only according to our Return Policy.
- 1.15 We have made every effort to display as accurately as possible the colors and images of our products that appear on the website. We cannot guarantee that your computer monitor's display of any color will be accurate.
- 1.16 We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.
- 1.17 All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.
- 1.18 We reserve the right to refuse any order you place with us. If we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. You agree to provide current, complete and accurate purchase and account information for all purchases made at our store.
- 1.19 You agree to promptly update your account and other information, including your delivery address, and email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. For more detail, please review our Returns Policy.

- 1.20 We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- 1.21 Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.
- 1.22 We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free although we will endeavour to ensure this.
- 1.23 We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- 1.24 You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.
- 1.25 In no case shall weallsendcards.com, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Our liability shall be limited to the maximum extent permitted by law.
- 1.26 You agree to indemnify, defend and hold harmless weallsendcards.com and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

- 1.27 In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.
- 1.28 The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).
- 1.29 Should you ask for us to terminate this agreement and close your account, we will remove all artwork from our servers and on any third-party platform such as eBay. We will do this within 48 hours of notification that you wish to terminate this agreement.
- 1.30 These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the English laws subject to the exclusive jurisdiction of the courts of England and Wales.
- 1.31 Questions about the Terms of Service should be sent to us at [talk@weallsendcards.com](mailto:talk@weallsendcards.com) or at 36 & 38 Cross Hayes, Malmesbury Wiltshire, SN16 0QJ Registered in England and Wales, Number: 10667863.

## **2. RETURNS & REFUNDS**

- 2.1 We hope you are happy with your purchase but understand occasionally you may need to return something. You can return an item within 14 days of receipt if it was not customised, either inside or on the front, is unused, undamaged and in its original packaging.
- 2.2 If an item is damaged, we will happily exchange the item or issue you with a refund onto the card which was used when you made your purchase. When requested, parcels are returned at your own cost & we strongly recommend you obtain a free certificate of postage from the Post Office as we are only responsible for your parcel once it has been received back to [weallsendcards.com](http://weallsendcards.com). Items lost in transit will not be considered returned.
- 2.3 Before returning any undamaged or non-faulty items to us, we do ask that they are in the same condition as when you first bought them. Please ensure you have taken reasonable care to make certain that items are returned safely and not damaged in transit & please include original packaging where possible.

## **3. DELIVERY**

- 3.1 All our greeting cards for UK delivery will be sent via DPD next day courier (at a charge of £10) or Royal Mail First Class (with the price calculated in the shopping basket).

- 3.2 Cards with a delivery address outside of the United Kingdom will be sent Royal Mail International Standard.
- 3.3 The decision of how each domestic greeting card order is sent is made at your discretion. If you require DPD courier delivery, then you must notify us by email at [talk@weallsendcards.com](mailto:talk@weallsendcards.com) and we must be notified by 1pm (UK time) on the day the order will be sent.
- 3.4 We are unable to take responsibility for missing orders or delays caused by sending your card by Royal Mail. This is because Royal Mail do not make any guarantees as to the delivery of your item. If you choose to use Royal Mail, you do so at your own risk.
- 3.5 For orders placed before 1pm Monday – Friday (excluding Bank Holidays in England) we aim to despatch these the same day. For Orders placed after 1pm, we aim to despatch these the next working day, defined as Monday to Friday excluding bank holidays.
- 3.6 For orders placed after 1pm on Friday or anytime Saturday and Sunday will be dispatched on the following Monday. Orders placed on a bank holiday will be dispatched the next working day.
- 3.7 Royal Mail claim that 93% of UK post is estimated to arrive the following day, but unfortunately the majority of the other 7% can take up to 3 working days and some can take longer. Therefore we advise ordering early where possible as unfortunately we can't guarantee your card will be delivered on the estimated date when using Royal Mail First Class.
- 3.8 Cards ordered for a specific despatch date in the future will be dispatched on the requested despatch date. Please allow time for the card to be delivered.
- 3.9 Please note as we only print and dispatch Monday – Friday, excluding bank holidays. Orders with a requested despatch date which falls on a Saturday or Sunday or Bank Holiday will be dispatched on the following working day.
- 3.10 **Posters (A5, A4, A3, A2, A1, A0 sizes)** shall be dispatched within two working days via Royal Mail 48 Hour Tracked. The price of the posters for a UK address includes postage. Postage to Europe or the USA will cost an additional £10.25 per poster and will be requested after the order has been placed.
- 3.11 **Box Canvas (A4, A3, A2, A1)**, shall be dispatched within 72 hours by next day courier. Prices include postage to a UK address. Unfortunately, we are unable to post this product outside of the UK. There may be a small surcharge due, to some locations. We will notify you if this is the case.
- 3.12 **Giclee Fine Art Prints (A4, A3, A2, A1, A0)** shall be dispatched within two working days by next day courier to an address in the UK. Please note postage to certain areas might take longer (such as the Scottish Highlands)
- 3.13 Please note we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Terms that is caused by events outside our reasonable control (“Force Majeure Event”).

## 4. **PRICES & DISCOUNTS**

4.1 All prices are shown on the website, postage and discounts shall be calculated in the basket according to the applicable rates from time to time. All the prices below will be subject to postage at the appropriate rate.

### 4.2 **Retail Card Prices (Greeting Cards)**

- £2.89 for a standard sized card
- £3.09 for a plus sized card.
- All plus P&P

### 4.3 **Retail Card Discounts: (Greeting Cards)**

- 4 or more to any addresses, sent on same or different dates, in a single order (£2.50 each).
- 8 or more, to any addresses, sent on same or different dates, in a single order (£2.25 each)
- All Plus P&P

### 4.4 **Private Cards (We Print Your Designs)**

- 1 card (any size) £1.55
- 2+ cards (any size) £1.40
- 10+ cards to same address in the same package (any size) £1.20 each
- 20+ cards to same address in the same package (any size) £1 each
- All plus P&P

### 4.5 **Designer Cards**

Members of the design team purchasing their own designs on greeting cards will be charged £1.25 per card (any size).

A concession is available if a Designer orders 10 or more cards with their own designs on in single order, to the same address to be sent at the same time, that the cost will be £1 per card.

Postage and Packaging will be added to these prices.

### 4.6 **Wholesale Cards**

4.6.1 In order to qualify for wholesale pricing, the member is required to register as a "Reseller" and be approved by a member of the weallsendcards.com Management team.

4.6.2 If the Reseller plans to buy 12 or more cards in a single transaction to be delivered to the same address in the same package, then they will qualify for preferential reseller / wholesale pricing.

4.6.3 If the reseller wishes to place an order of less than 12 cards, but their total cards purchased in the last 30 days plus the amount they wish to order is more than 12, they will qualify for standard reseller / wholesale pricing.

- 4.6.4 Preferential reseller pricing and standard reseller pricing can vary from card to card, however preferential reseller pricing is typically £1.25 per card, and standard reseller pricing is £0.25 per card higher than preferential reseller pricing. The actual pricing is determined by how much the designer of each card wishes to be paid each time a card is sold.
- 4.6.5 Not all cards will be eligible for wholesale pricing. Resellers can purchase cards which are not available at wholesale pricing, however these cards must not be sold without our express written consent.

## 5. **Designer Opportunities**

- 5.1 Any member can request to become a “Designer”. They must submit examples of their work to [talk@weallsendcards.com](mailto:talk@weallsendcards.com), and include contact details including name, email address. Their details must be complete, correct and true. The request for registration as a designer shall be subject to approval.
- 5.2 Members can request to be a designer using our “Basic Option” or our “Premium Option”. Both options are free to join, subject to acceptance, but the Premium Option requires more time and effort from the Designer.

### 5.3 **Premium Option**

- 5.3.1 Once a Member has been approved as a Designer and they notify us they wish to use our Premium Option, they can create a bio which includes an image, and some text. They will be able to set two links. One to their We All Send Cards Greeting Cards Search Page, and one to their We All Send Cards Wall Art Search Page.
- 5.3.2 If a customer clicks this weblink, they will be taken to a search results page which will show the cards or wall art which include the Designer’s designs, including those that are not included in our standard search algorithm (see below), but not those that are marked as hidden by the designer, or have not been approved by a member of weallsendcards.com
- 5.3.3 We may select some or all the designers work to appear in our standard search algorithm. This decision of what designs may be selected can be based on many factors such as, but not limited to the quality of the artwork, if we believe the item is suitable for a greeting card or for wall art and similarity of existing artwork or designs already on our website. The decision to include any designs in the general search algorithm is entirely at the discretion of the weallsendcards.com team.
- 5.3.4 Designers who have selected the premium options shall be able to upload 30 cards and / or prints designs.
- 5.3.5 After an initial period of 3 months the Designer’s account will be reviewed. The amount of cards the Designer can have listed under their account, visible to the public will be: A total of 15 x their monthly sales (and purchases of their own designs), averaged over the previous 3 months up to a maximum of 360 card designs.

- 5.3.6 If a designer wishes to list more cards than their allowed amount, they may do so, but will be charged 5p per card per month which exceeds their allowed total amount.

## **5.4 Basic Option**

- 5.4.1** Once a Member has been approved as a Designer and they notify us that they wish to use our Basic Option, they should send us between six and ten designs (usually the best way to send these is to [talk@weallsendcards.com](mailto:talk@weallsendcards.com) using a file transfer site such as wetransfer.com.
- 5.4.2** We will review each design on its merits and may or may not accept these to be used on our website. This may be for a variety of reasons.
- 5.4.3** The Designer can request that we use their designs for Wall Art or Greeting Cards, or Both.
- 5.4.4** Any designs that we choose to use will be created into a Greeting Card or Wall Art and sold on the website. The designer will receive a royalty every time a card sells with their design on it.
- 5.5** Designers can opt into their designs being listed in our eBay Shop. They can be using either the Basic or Premium Option.
- 5.6** If the Designer has opted for the the Premium Option, then the designer can opt to pay the listing fee of 6p per card, and we will list the card on the site, and will receive an enhanced royalty.
- 5.7** If the Designer gives us permission to use their image on Greeting Cards which we sell on eBay, but do not wish to pay the listing fee, then they will receive a reduced royalty.
- 5.8** Designer must comply with the content standards set in point 5.9. The Designer warrants that any such contribution does comply with those standards, and the Designer will be liable to us and indemnify us for any breach of that warranty.
- 5.9** The Designer warrants that the work uploaded is their own, or they have written permission to use it as their own. They warrant that the work uploaded contains no trademarked or copyright material, or if it does, they have written permission to use it. They warrant that any recognisable person that is identifiable in the work uploaded has given written permission for you to use that image, and that they you have written confirmation that they do not require and will not require any compensation or payment for appearing on any product we sell with your designs on.
- 5.10** The Designer will be responsible for any loss or damage we suffer as a result of their breach of warranty. Any content the Designer uploads to the Site will be considered non-confidential and non-proprietary except for Name and Address details, and items uploaded but marked as "Hidden" or "Not for Sale" or uploaded as a Private Card or Private Print. Other images and the Bio will be used throughout the site at our discretion, and unless informed otherwise, we will assume that cards that are listed visible to customers, are allowed to be used in our marketing material.



- 5.11** For images that are sold on the website, we will list images as thumb nails, display images and print images. Print Images will never be shown on the website. Thumb images will be shown without a copyright watermark, and display images can be displayed with a copyright watermark at the Designers' discretion.
- 5.12** Any Designer can ask us to make their designs public and available to purchase to users of the Site, and this is done at our discretion. Please note that all content Designer upload to the site will be moderated by our team to ensure that it is up to the standard which our customers require and that we are not stocking too many items which are very similar. If a design is not deemed up to standard or there are better instances of a similar image, it will only be available for users to purchase from your profile page and will not appear in the occasion categories or any search results. We are not required to make any content available publicly and designs are moderated at our sole discretion.
- 5.13** The Designer will retain all his/her ownership rights to their content. The Designer shall be required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights the Designer licenses to us are described in the paragraph 'Grant of licences' below. We also have the right to disclose Designer's identity to any third party who is claiming that any content posted or uploaded by the Designer to the Site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 5.14** We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by the Designer or any other user of the Site. We have the right to remove any posting of content the Designer make on the Site if, in our opinion, the Designer's content does not comply with the content standards set out in this section. The views expressed by other users on the Site do not represent our views or values. Designers are solely responsible for securing and backing up their content.

## **6. ROYALTY PAYMENTS FOR DESIGNERS**

- 6.1** Designers will be paid a royalty for each card we sell. They will receive multiple member credits where one member credit holds a value of £0.01 (1p). Royalties are applied to the Designer's statement at the time an item is purchased and becomes cleared (can be used by the designer) after 14 days. This is to allow for customer cancellations.
- 6.2 Designers using the Premium Option**
- 6.2.1** For retail cards, the Designer that is using the Premium Option shall be entitled to 38p (£0.38) per card that is sold as a retail priced card on the website (ie not a card sold at wholesale prices, or where a Designer buys a card or cards with their own designs). Founding Designers (those who started designing for weallsendcards.com before 7<sup>th</sup> May 2018 and have remained active throughout that period) shall be entitled to 50p (£0.50) per retail priced card sold on our website.
- 6.2.2** Designers using the Premium Option shall receive their wholesale royalty which they set themselves for each card listed and can be varied at any time. They will receive the rate set at the time the Reseller purchases the card if they are liable to wholesale pricing.

**6.2.3** If a wholesale royalty rate is not set by a designer or the rate is set at zero for any card, then the card cannot be sold to a Reseller for them to resell at wholesale pricing.

**6.2.4** Designers using the Premium Option and elect for their cards to be sold on eBay and pay for the card to be listed will receive 70p (£0.70) per card sold on eBay via our eBay store. If the designer using the premium option does not pay the listing fee, then they will receive their wholesale royalty rate up to a maximum of 30p (£0.30)

### **6.3 Designers Using the Basic Option**

**6.3.1** Designers using the Basic Option will receive 25p (£0.25) for each greeting card sold at retail prices on our website with their design on, and 20p (£0.20) for each greeting card sold on our website at wholesale pricing with their design on.

**6.3.2** Designers using the Basic Option will receive 20p (£0.20) for each card that is sold on eBay with their design on.

**6.3.3** Designers using this option can opt into or out of our eBay programme at any time.

**6.4** If a card has to be reprinted, for example if it does not print correctly, or is lost in the post, or has to be replaced for any other reason, a royalty will not be paid for the reprinted card.

**6.5** The royalty payment shall appear on the Designer's statement at the same time as payment is made for the customer. This will be withdrawable (subject to the customer having over 500 member credits in their account) / or usable against any new transactions by the Designer 14 days after the transaction, to allow for cancellations by the customer.

### **6.6 Wall Art Royalties**

#### **6.6.1 Designers Using the Premium Option**

**6.6.1.1** For Wall Art, the Designer using the Premium Option shall be entitled to 80% royalty of the amount we sell the item for (which the Designer can set via the website), less the Base Price.

**6.6.1.2** The Designer using the Premium Option shall be entitled to 85% of the amount the item is sold for royalty for Wall Art that is sold by us on eBay, less the final sales fees, less the base price. This will drop to 80% should the designer opt not to pay the listing fee.

#### **6.6.2 Designers Using The Basic Option**

**6.6.2.1** For Wall Art, the Designer using the Basic Option shall be entitled to 60% royalty of the amount we sell the item for (which the Designer can set via the website), less the Base Price.

**6.6.2.2** The Designer using the Basic Option shall be entitled to 65% of the amount the item is sold for royalty for Wall Art that is sold by us on eBay, less the final sales fees, less the base price.

**6.6.3** The base price (the cost to buy yourself) can be varied at any time, and will be reflected in our Terms and Conditions, current prices are as follows:

<b>Type</b>	<b>Size</b>	<b>Base Price</b>
Standard Print	A3	£7
	A4	£3.25
Poster	A0	£14.95
	A1	£11.95
	A2	£9.95
	A3	£8.50
	A4	£6.25
Giclee Fine Art Prints	A5	£4.75
	A0	£82
	A1	£47
	A2	£29.95
	A3	£19.95
Canvas Box Prints	A4	£13.25
	A1	£74.95
	A2	£46.95
	A3	£35.95
	A4	£26.95

## **7. AFFILIATES (weallsendcards.com Community Members)**

- 7.1** Any person who is a registered member with weallsendcards.com can automatically benefit from our affiliate scheme. A person is defined as any individual 18 years old or more, an organization, Corporations, Partnership Associations or Charities
- 7.2** Registered members may earn member credits for introducing/referring new members to the site who subsequently purchase our products. 1 member credit = £0.01 (1p). Member credits can be used to purchase or contribute to a purchase of any of our products and can be withdrawn as cash if more than 500 member credits are accumulated.
- 7.3** Member credits are applied to a members' statement as soon as a sale is made, however this does not become available for us until 14 days have passed, to allow for customer cancellations.
- 7.4** Withdrawals can be paid to UK bank account or if customer is overseas, then to a PayPal account. The Member is liable for any fees that Paypal or their bank might charge.
- 7.5** We provide all members with a link building tool, which can be used to showcase any greeting cards, designers, collection of greeting cards, wall art, or collection of wall art on a page on our website.
- 7.6** The member can refer people to this page by sharing the link provided. If any non-customer clicks this link and makes a purchase they become a referred person, and a credit will be made to the members account as prescribed below. If the non-customer registers at the time of the transaction, then all further transactions made by this new member will generate a referral reward as indicated below:

## 7.7 Rates and Member Conduct Rules

- 25 points on all retail priced greeting cards purchased by referred member
  - 20 points bonus on all retail priced greeting cards purchased in two years by the referred member if they become a registered member at the time of the first transaction.
  - 5 points on greeting cards purchased at wholesale rates by referred member.
  - 5 points on greeting cards purchased at private print rates by referred member.
  - 5 points for cards purchased by referred member that are their own designs.
  - 5 points per card sold if the referred member becomes part of our design team and another member purchases one of their cards.
  - 25 points if the referred member purchases an A5 poster including their own design(s).
  - 50 points if the referred member purchases any other wall art including their own design(s).
  - If the referred member purchases wall art by another designer, then an additional amount equivalent to 7.5% of what the designer earns from that sale. For example, If the designer earns 1000 points from a sale of a A3 poster, then the referrer would get 50 points + 75 points = 125 points.
  - If an order is cancelled or part cancelled, member credit will be adjusted accordingly.
  - If a member refers a charity, the member will receive 5p every time a member that the charity refers purchases an item. This does not affect the amount that the charity earns.
  - Member credit is credited to the members statement at the time an order is made, however does not become usable for 14 days in case an order gets cancelled or part cancelled.
  - Members are not permitted to spam or provide spammy adverts to promote weallsendcards.com and must uphold high values when promoting We All Send Cards as a business / retail website.
- 8 When you upload content to our Site (either directly or indirectly) and in exchange for your use of our Services, you grant: weallsendcards.com a worldwide, nonexclusive licence to use, reproduce, distribute, prepare derivative works of and display the content in connection with Greeting Cards and Wall Art. Where you have opted in, you give us the right to sell your content on alternative platforms through the WEALLSEND CARDS.COM brand (eg eBay). You shall be solely responsible for your own content and the consequences of submitting your content. Should you have any licensing issues regarding your content, you should contact [talk@weallsendcards.com](mailto:talk@weallsendcards.com)

## **PRIVACY POLICY**

This privacy notice provides information on how WEALLSENDCARDS.COM collects and process your personal data in our dealings with you. This includes providing goods and services to you and any data you may provide through our websites and/or social media platforms. It is important that you read this privacy notice together with any other privacy notice (or special usage notices) and our cookie policy when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements any other notices and is not intended to override them. This policy also contains information about your privacy rights and how the law protects you. It has been updated to reflect the new and additional requirements of the General Data Protection Regulation (“GDPR”).

### **WHO WE ARE.**

We are a company registered in England and Wales for the purpose of selling and distributing greetings cards and wall art. This company is registered at 36 & 38 Cross Hayes, Malmesbury Wiltshire, SN16 0QJ Registered in England. Within this document we may refer to ourselves as, we, us, the website, the company, weallsendcards.com Ltd, wellasendcards.com.

### **WHAT DATA DO WE COLLECT?**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- Identity Data includes (first name, last name, username or similar identifier).
- Contact Data includes (billing address, home address, email address and telephone numbers).
- Financial Data includes payment card details. Please note we do not store card details on our server. Card details are sent encrypted direct from your machine to our payment processor (SquareUp Europe, who are regulated by the Financial Conduct Authority) and are never sent to our server.
- Transaction Data includes details about products (and services) you have bought from us and when you have requested information or raised queries.
- Technical Data includes internet protocol (IP) address, your login data, browser type and version, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access this website/or any apps.
- Profile Data includes your username and password, products/services bought by you, queries, feedback and survey responses. Your password is stored on our server and is heavily encrypted, and not available to any of our team.
- Usage Data includes information as to how you use our website.
- Marketing and Communications Data includes your preferences as to whether you are happy to receive marketing from us and, if so, your communication preferences.
- Aggregated Data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific feature or product. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal

data which will be used in accordance with this privacy notice. We will not deliberately collect or process special categories of personal data about you, for example health, or racial or ethnic origin, although sometimes this is impossible to avoid. For example, buying a greetings card for a specific religious occasion might imply or suggest your interest in a particular faith. We never use this information and we never store these kind of implied associations.

## **HOW DO WE COLLECT YOUR DATA?**

We collect data from and about you in different ways, including the following:

### **Your direct dealings with us.**

You may give us your, Identity and Contact Data, by filling in forms or by corresponding with us by post, phone, email, via this website, apps or on social media or otherwise.

This includes personal data you provide when you :

- Subscribe to our newsletter.
- Request a brochure or other promotional or marketing materials to be sent to you.
- Register on our Websites.
- Buy products and/or services from us in person, or at one of our outlets or vendors.
- Buy products [and/or services] via our website.
- Enter a competition, or respond to a promotion or survey.
- Give us some feedback.

### **Automated technologies or interactions.**

As you interact with our Websites, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies, server logs and other similar technologies.

### **Third parties.**

We may receive personal data about you from some third parties. Technical Data from analytics providers such as Google or Facebook based outside the EU. Contact, Financial and Transaction Data from providers of technical, payment and delivery services.

## **HOW WILL WE USE YOUR DATA?**

We collect and use your data when the law allows us to.

We will use your personal data in the following circumstances:

- To process an order you have placed.
- To manage your online account.
- Where we need to perform the contract we have entered into with you or when we are preparing to enter into a contract.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests.
- Where we need to comply with a legal or regulatory obligation.

Generally we do not rely on consent as a legal basis for processing your personal data other than in relation to sending direct marketing communications to you. You have the right to withdraw consent at any time by contacting us or visiting your account page and navigating to your marketing consent options.

### **Purposes for which we might use your data.**

Below is a list, of the ways we plan to use your personal data:

- To respond to an enquiry from you.
- To provide products or services to you, take payment for them and to keep records of our dealings with you.
- To manage our relationship with you which will include:
  - Notifying you about changes to our terms or privacy policy.
  - Asking you for feedback by leaving a review or taking part in a survey.
  - Notifying you about orders or details relating to orders.
  - Reviewing or recording your usage of the website and your order history.
  - Where you have given permission, provide our newsletter/marketing materials/promotions.
  - To run competitions, events or prize draws or other promotions.
  - To administer and protect our business including our websites (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data).
  - To deliver relevant website content to you and measure or understand the effectiveness/usability of our website.
  - To use data analytics to improve our websites, products, services, marketing and customer relationships.
  - To deal with issues, complaints or disputes arising out of our relationship with you and to prevent or detect crime, including fraud.

We believe these uses of data to be necessary for our legitimate interests, to fulfill our contracts or business dealings with you and to comply with our legal obligations. We also consider our need to keep our records updated, to understand how customers use our services, what they think of our products and how we can improve them, a legitimate interest in which we are entitled by law to capture and process data. When we refer to legitimate interests we mean the interest of our business in conducting and managing our business to enable us to give you the best service/product. We make sure we consider and balance any potential positive and negative impact on you and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). We will never undertake automated decision making using your personal data.

### **Disclosure of your personal data.**

We may have to share your personal data with the categories of parties set out below for the purposes set out above:

- Credit card companies and other payment providers
- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you.
- Analytics and search engine providers that assist us in the improvement and optimization of our services and website.
- Professional advisers, including lawyers, banks, auditors and insurers.
- HM Revenue and Customs, regulators and other authorities.
- Organisations involved in credit checking and anti-fraud activities, crime prevention/detection, risk assessment and management and dispute resolution.

Where these third parties and other organisations are involved in processing or working with us to deliver our services both digitally and physically, we require them to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party processors

to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions. The companies and partners we deal with to provide our products and services are, like us, subject to specific obligations under data protection law, and who will have their own privacy notices setting out how they deal with personal data.

## **HOW DO WE STORE YOUR DATA?**

We take regular back ups of our our website to protect our business interests and to secure our data from technical issues. These backups are stored in a secure encrypted format and kept offline for protection. Due to the nature of these backups we cannot remove single or specific pieces of data from them, so whilst we will respect any request to delete or permanently remove personal data from our systems, it may not be possible to delete it from our backups – we will only keep back ups for as long as is technically necessary. We have taken steps to implement security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. We keep the software, plugins and systems, including our database as secure as possible but we cannot guarantee our systems are completely secure. Hacking of databases and theft of data is possible and you should be aware that transmission of information via the internet is not completely secure. We limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. Processors we appoint will only process your personal data on our instructions and they are subject to a duty of confidentiality. We have put in place procedures to notify you and any applicable regulator of a suspected personal data breach where we are legally required to do so.

## **YOUR DATA PROTECTION RIGHTS**

You have the right to:

**Request access to your personal data.** Commonly known as a “data subject access request”. This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.

**Request correction of the personal data that we hold about you.** This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.

**Request erasure of your personal data.** This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing. If we are not be able to comply with your request for erasure for specific legal reasons, we will tell you at the time of your request.

**Object to processing of your personal data.** Where we are relying on our legitimate interest and there is something about your particular situation which makes you want to object to processing because you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

**Request restriction of processing of your personal data.** This enables you to ask us to suspend the processing of your personal data in the following situations:

- if you want us to establish the data’s accuracy;
- where our use of the data is unlawful but you do not want us to erase it;



- where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims;
- you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

**Request the transfer of your personal data to you or to a third party.** We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.

**Withdraw consent at any time where we are relying on consent to process your personal data.** However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent.

### **CHANGES TO OUR POLICY**

This privacy notice was last updated on 18<sup>th</sup> September 2020. We will update this privacy notice from time to time and will try to notify you of any significant changes by updating this policy document. It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us. Questions about the Terms of Service should be sent to us at [talk@weallsendcards.com](mailto:talk@weallsendcards.com).