

weallsendcards.com



WEALLSENDCARDS TERMS AND CONDITIONS (Updated 15/01/2018)

Welcome to www.weallsendcards.com. Weallsendcards.com Ltd (Weallsendcards or We) provides this website, its services and content for your use, subject to your compliance with these terms and conditions (sometimes referred to as agreement) as well as all other relevant guidelines, policies, laws and regulations. We recommend that you read this agreement in full and very carefully before using our website and its services, because your access to and the use of our website, our contents, services, and any other information is provisional upon your acceptance in full and without modification of the terms as hereinafter indicated. Do not use this website in any way at all if you are not in full agreement with our terms.

You understand and accept that we have the full right, which we may exercise at any time without notice or liability to you, to modify and/or review this agreement, so we recommend that you check back occasionally for modifications and/or reviews, as your continued use of the Weallsendcards website after any review of these terms shall be deemed as your acceptance of those changes.

HOW WEALLSENDCARDS WORKS

The Weallsendcards website is owned and operated by Weallsendcards.com Ltd, and licenses art from designers which we sell in the form of greeting cards for all members of the public to buy. We also operate a refer a friend program, which allows users to buy Weallsendcards.com Ltd greeting cards and share the website and our business with others for a reward.

ELIGIBILITY

Weallsendcards.com Ltd provides this website for use in all countries of the world, as long as users are at least 18 years of age (or the legal age in their jurisdiction), can form legally binding contracts and are not legally barred from receiving our services.

If you meet our eligibility criteria, we grant you a limited sub-license to access and make personal use of this website, with the condition that you may not download (except for page caching) or modify our website or any portion of it, except you have the explicit written consent of Weallsendcards.com Ltd. This limited sub-license does not include any commercial use or the resale of Weallsendcards.com Ltd and www.weallsendcards.com and/or its contents; any unlicensed collection and/or use of our product prices, listings, or descriptions; and/or any copied use of the Weallsendcards website or its contents.

ACCOUNT REGISTRATION

To be able to access and then use most portions of the Weallsendcards website (including making a purchase on or participating in our refer a friend loyalty reward program), you will have to complete an online registration process, and will be required to provide your email address and a password, as well as other important information such as your name, telephone number and contact address. These will be used to create an individual Weallsendcards user account for you.

It is your sole responsibility to maintain the security of your log in details including your username and password, and you will be held liable for any unauthorized use of your account or password.

You hereby pledge to maintain only current, accurate, and complete information in your Weallsendcards account. Your failure to do so may result in any inability to access and use our services. We may also terminate this agreement with you under such circumstances.

Please note that you are allowed to have and operate only one Weallsendcards account, except otherwise permitted by us in writing.

INTELLECTUAL PROPERTY/COPYRIGHT POLICY

All materials and content showed and displayed (including without restriction all pictures, reports, articles, data, information, representation, videos, descriptions, materials, any software programs or any other information) on www.weallsendcards.com are copyrighted and/or licensed to Weallsendcards.com Ltd, and are fully and duly protected by intellectual property (IP) laws, unless where we explicitly state otherwise. All rights, titles and interests in respect to the materials and contents are owned and controlled by or licensed to Weallsendcards.com Ltd.

The Weallsendcards name, website, logo, page headers, scripts, button icons, service names and all associated trademarks (whether registered or yet unregistered) are owned by Weallsendcards.com Ltd, and your violation of our copyright may result in the initiation of legal proceedings against you.

USER CONTENT

All designers and those applying to be designers who submit artwork to Weallsendcards.com retain their copyright but grant us the license to use such artwork in the design of greeting cards. All information gotten or obtained from such designers shall be deemed as confidential and proprietary and shall be treated as such. As a designer, any artwork received from you will only be used for purposes agreed between you and Weallsendcards.com Ltd and for no other purpose.

For all other users of the Weallsendcards website, any content transmitted you to the Weallsendcards website whether by e-mail or otherwise, including but not limited to any information, questions, suggestions, and comments will be regarded as and treated as non-confidential and non-proprietary. You hereby grant Weallsendcards.com Ltd the right to use anything so posted or transmitted by you (called user content) for any purpose as decided by us, including without restriction reproduction, disclosure, publication, broadcast, transmission, and posting.

Any user content so provided by you remains your property, but by reason of such uploading/posting, you grant Weallsendcards.com Ltd an international, infinite, permanent, transferrable, royalty-free license, with the right to sub-license, adjust, make derivative works of, duplicate, distribute, publicly perform, openly show, and to otherwise use of your user content without the expectation of reimbursement, the anticipation of a response from us, and without the requirement of further notice to you or consent from you.

USER CODE OF CONDUCT

As a Weallsendcards user, here are the codes of conduct you must abide by:

You may not reproduce, copy, sell, duplicate, resell, or otherwise exploit this website or any portion of our website for any commercial purpose without our written consent.

You are prohibited from downloading or copying account information for the benefit of another merchant; or from using data extraction and gathering tools such as data mining robots on this website.

You may not disrupt any other individual's use of the website.

You may not use framing techniques to enfold any logo, copyright, trademark, or other proprietary information of the website or of Weallsendcards.com Ltd and its affiliates without a written consent.

You are prohibited from using any Meta tags or other "hidden texts" using Weallsendcards website's name without the express written consent of Weallsendcards.com Ltd.

Do not use our website and services for any illegal purpose; attempt to gain unlicensed access to our computer systems; and/or create, store or transmit electronic copies of any material protected by copyright without the express permission of the owner.

Do not communicate material that inspires and/or emboldens criminal conduct or that results in civil liability for us, act in a manner that violates or infringes other users' rights or that violates the law; and evade, or try to dodge any security measures on the website.

You may not send any junk e-mail to other Weallsendcards users; breach any contract or legal duty that you have toward a third party in your use of the Weallsendcards website and its services; and/or use our website to transmit, duplicate, store, or send materials and content containing spyware, computer viruses, or other malevolent computer software.

You are not to use our services to violate any of our policies, rules, or guidelines, or violate any applicable law or regulation; use the Weallsendcards website to promote other websites, businesses or services in any way; and/or reverse engineer any aspect of the website in an effort to access source codes, algorithms or underlying ideas.

You must not advertise our services on traffic generation sites, unless you receive confirmation in writing giving permission for you to do so. This can result in the termination of your account, if this rule is ignored.

You may not use any type of device or software to "crawl" or "spider" any portion of the website; upload or duplicate in any way any information whose Intellectual Property Rights belong to a third party without the written approval of the owner of such rights; post, transmit or email to any other Weallsendcards user any information, pictures or any other material, that is adjudged by us to be racist, sexually explicit or suggestive, threatening, abusive, obscene or libellous; and/or post, transmit or email to other Weallsendcards users any information or material, which in our rational opinion may offend other users' political or religious beliefs.

Do not interfere or disrupt networks or websites connected to the weallsendcards.com website; and/or broadcast any unlawful, harassing, defamatory, abusive, menacing, harmful, vulgar, indecent, or otherwise objectionable material.

Any unauthorized use by you automatically terminates the permission or license granted by Weallsendcards.com Ltd.

LINKED SITES

We may sometimes provide our members third parties links on the Weallsendcards website to other websites and resources, but you understand and accept that this is for user convenience only. You are cautioned not to take the inclusion of these hyperlinks as Weallsendcards.com Ltd.'s endorsement of the content, products, services and/or procedures, of that third party website, except we unambiguously state so. We shall therefore not be accountable for any products, advertising, content, service or any other material gotten from such third party resources and websites. Your access and use of these websites is entirely at your own risk, and we advise that you read linked websites' terms and conditions and other policies before using them.

PRICING

Please note that all the products listed on the Weallsendcards website are priced in Great British Pounds and includes all applicable tax unless it specifically says otherwise.

PRODUCT DESCRIPTION

We ask that you carefully read the product description before placing an order. By placing an order for a greeting card, you agree to be bound by the specific conditions of sale included in that greeting card's description (if any).

COLOURS

While we have tried our best to display the colours of the greeting cards as accurately as possible on www.weallsendcards.com, you understand and accept that there usually exists a difference between the colours you see on your browsing device and the colour of actual merchandise, depending on your device's capability to accurately communicate colour.

CARD PROCESSING

The charges to your debit and/or credit card will be processed online after you have ordered greeting cards on www.weallsendcards.com.

ORDERS

As a Weallsendcards customer, do not assume that your orders are automatically binding upon us, until we have approved and accepted such orders. The process for placing order requests for greeting cards on our website is by placing them in your cart and checking out at the end of your session.

We reserve the right to cancel any order that you place on the website if the ordered greeting card is no longer produced, if your ordered greeting card becomes unobtainable for any other reason, or if we suspect any fraudulent transaction by you or if such transaction violates the terms and conditions of using the website.

When we exercise our right to cancel an order, we will always send you an email of cancellation and will not charge you for the order. If you have made payment before the order is cancelled, we will issue you a refund in the exact amount of the charge.

You also have the right to cancel your order at any time, if we have not yet printed such orders. Orders, once shipped, cannot be cancelled.

DELIVERY

We offer both local and international delivery. It is our policy to dispatch products ordered before 1pm the same day by Royal Mail first class delivery service while cards ordered after 1pm will be posted on the next working day (excluding weekends and bank holidays).

Royal Mail has a success rate of around 93% for next working day deliveries (including Saturdays), and while we do our best to ensure that you get your products as soon as possible, you accept that delivery timescales are indicative only and nothing is guaranteed. We suggest that you allow three working days for UK deliveries.

You accept that cards delivered to international destinations are sent Royal Mail International Standard and will take longer to arrive. Please see the Royal Mail website for estimated delivery times.

RETURN AND REFUNDS

Because we give our members the opportunity to personalise their ordered greeting cards, we do not offer refunds except where we mistakenly send you the wrong item or the item is faulty. In

such a case please keep the product and contact our customer service team by email via talk@weallsendcards.com

After we have approved the refund, all refunds are processed within 5 business days.

REFER A FRIEND LOYALTY PROGRAM

Here are the specific terms and conditions relating to our refer a friend loyalty program:

You must be a registered member of Weallsendcards to qualify for the program. Please note that this is an optional program and you may still access and use our website if you do not subscribe to the loyalty program.

To be eligible to participate in the program and receive spend and refer loyalty bonus, you must be an active customer, which is defined as having purchased at least one full-priced greeting card from our range. Each card purchased by you provides you with an additional 30.5* days eligibility to earn commission.

If your remaining days eligibility falls to 0 you will not be eligible to earn commissions until you purchase a full price greeting card, and then your eligibility will increase by 30.5 days*.

The bonus paid for a full priced card, as purchased by any member in your segment, is 12p.

A segment is defined as a group of members introduced by you, whether such introduction was done directly or indirectly. A direct introduction is defined as someone who signs up via your refer a friend link while an indirect introduction is defined as a member that is introduced by another person in your segment, but they must be within 6 levels of introduction from the person which you introduced.

You will have the opportunity of viewing the commission payments due to you immediately after the purchase is made, but such payment will not be available for withdrawal or used against the price of cards for at least 14 days to allow for refunds/cancelled orders. You must have a minimum balance of at least £5 to make a commission withdrawal, and may request this through the account area. If your available balance is less than £5, this can be used to offset the price of cards.

Members may introduce new members by sharing their link. To make sure that every link has a high probability of success, we place a 30 day cookie on all links. You however understand that referral may not be placed accordingly if the new member signs up after clearing his/her history, or does so on another device rather than the original accessing device. We however have a policy of investigating duly to find out if new members who join the service without using a link were referred by an existing member.

Members can use their links on social media and other forms of online or offline promotion with the provision that they use standard approved wording or otherwise have any wording approved first. While members can use twitter accounts and Facebook pages/groups, they must also make it clear to visitors that these pages are not official pages/accounts of weallsendcards.com. you understand and accept that a breach of this rule can result in termination of your account.

All social media pages set up to promote weallsendcards.com must be preapproved by us. It is our policy that members request approval first when they choose to advertise weallsendcards.com anywhere.

Do not advertise refer a friend services on inappropriate social media pages (such as but not limited to for sale sites).

The reward paid to each member is based on the number of cards purchased by other members in that segment.

You understand and accept that we cannot dictate how often members will buy a card or whether members will refer others to join the loyalty program. You understand and accept that this means that Weallsendcards.com Ltd cannot predict the level of income that you may earn through this program, if any.

*If you have specifically requested sub accounts to be added to your account, then your account (this is not the same as introducing members) then the 30.5 days will be reduced to 30.5 divided by (1 + number of sub accounts). So for example, if you have 4 sub accounts, then you will increase your qualification period by $30.5 / (4 + 1) = 6.1$ days for each full priced card purchased.

Death of a member

On the death of a member, the account can be transferred to the next of Kin. This can also be nominated in the Will of the member.

Sub Accounts

If you have referred 5 people or more to our site via the refer a friend program, and they are all active customers you can request to open a sub-account. A sub-account will allow you to attach an account to your main account. You can add an additional sub account for each active direct referral you have in your segment. Sub-accounts have the following features:

- A sub-account can be converted to a real account and transferred to another person in the future (for example, a child, grandchild etc when they turn 18).
- A sub-account allows you to earn commission on your own purchases.

- Each sub-account will form part of the main account direct referrals, but will not count towards eligibility for further sub accounts.
- You will receive a referral link for your sub account, any referrals gained via this link will be placed into the segment of the sub-account.
- Sub accounts will earn referral commission in the normal way, however this will be paid direct to the main account, until separated into its own account.
- Sub-accounts cannot purchase cards; however, it will be deemed that each card purchased by the main member be split equally between each sub account. For example, if a main account had 4 sub accounts, and purchased 5 cards, it will be deemed that each sub account and the main account holder would purchase 1 card each.
- The main account will earn refer and spend bonus on cards deemed to be purchased by sub accounts. In the above example, the main account would earn spend and refer commission for each card deemed purchased by a sub account.
- Your requirement to be an active customer changes if you have sub accounts, and the 30.5 days is reduced accordingly so that each sub account needs to be active too. This means that for every card you purchase, your qualifying period is reduced by the following calculation: $30.5 \text{ divided by } (1 + \text{number of sub accounts})$.
- Sub accounts can have a segment down to seven levels of referral.
- Reward bonus is only paid to the member, not to the sub accounts.
- Sub accounts cannot hold designer accounts.
- Sub accounts can only be transferred to a person over 18, and cannot be transferred more than once.
- Sub accounts can be closed by the member at any time by contacting us by email talk@weallsendcards.com

Death of a member

DESIGNER ROYALTY PROGRAM

Our Designer Royalty Program is free to join; there are no initial subscription fees and no on-going fees. You however accept that we reserve the right to refuse a designer membership. Designers and the cards they can publish are accepted at our discretion.

Weallsendcards.com Ltd pays a royalty rate of 50p for each sale of a designer's design (except when they order their own cards in bulk at a reduced rate)

Cards are sold via our website only.

All designers retain the copyrights to their artwork. We do not claim exclusivity and designers are free to use their artworks and designs elsewhere and for whatever purpose or in any manner without prior notice to us.

As a designer, you hereby represent that all images uploaded and submitted for Weallsendcards.com Ltd.'s use is your own work, or that you have obtained all releases and licenses necessary to grant Weallsendcards.com Ltd the right to use the image, and all items in the image. Trademarked items must not appear in any image uploaded, and where identifiable people or children are used, permission must be obtained and retained.

All images must be uploaded so that they can be printed at 300dpi without being stretched. Poor quality cards will be rejected, and designer's account may be terminated if they continually stretch images or upload poor quality images.

All cards will appear on the designers' personal page and in our search page at our discretion. Keywords may only describe the card, and not who it is for or the occasion. Continual breach of this key wording policy may result in the designer's account being closed.

You will have the opportunity of viewing the payments due to you immediately after a purchase is made, but such payment will not be available for withdrawal for at least 14 days to allow for refunds/cancelled orders. You must have a minimum balance of at least £5 to make a withdrawal, and may request through the account area. If your available balance is less than £5, this can be used to offset the price of cards.

DISCLAIMER/LIMITATION OF LIABILITY

THE WWW.WEALLSENDCARDS.COM WEBSITE, AND OUR SERVICES AND PRODUCTS, ARE PROVIDED BY WEALLSENDCARDS ON AN "AS IS" BASIS ONLY. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE WEBSITE, SERVICES AND PRODUCTS WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

WE EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER IT IS DIRECT OR OTHERWISE, AS IT RELATES TO THE OPERATION OF THE WEALLSENDCARDS WEBSITE OR THE CONTENT, INFORMATION, PRODUCTS OR MATERIALS, DISPLAYED ON THE WEBSITE.

WE DISCLAIM ALL WARRANTIES, DIRECT OR IMPLIED (INCLUDING WITHOUT RESTRICTION THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY AND MERCHANTABILITY) TO THE TOTAL EXTENT PERMITTED BY APPLICABLE LAW AND WILL UNDER NO CIRCUMSTANCES BEAR ANY LIABILITY FOR ANY LOSS AND/OR DAMAGE (IN WHATEVER FORM, BE THEY DIRECT, RELATED, SECONDARY, PUNITIVE, OR FAR-REACHING) IN CONNECTION WITH YOUR USE OF THIS WEBSITE.

WEALLSENDCARDS SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS THAT PARTICIPANTS IN THE SPEND & REFER LOYALTY REWARD PROGRAMME WILL EARN ANY INCOME THROUGH THEIR PARTICIPATION IN OUR PROGRAMS.

WE WILL NOT BE ANSWERABLE TO YOU OR ANY THIRD PARTY FOR ANY EVENT BROUGHT ABOUT BY SITUATIONS BEYOND OUR CONTROL THAT MAY CAUSE OUR SERVICES TO BE DELAYED, DISRUPTED, OR CORRUPTED; AND FOR ANY INJURIES, DAMAGES AND/OR LOSSES OF ANY TYPE ARISING IN ASSOCIATION WITH, OR RESULTING FROM USING WEALLSENDCARDS.COM.

NOTWITHSTANDING THE FOREGOING, WEALLSENDCARDS' MAXIMUM AGGREGATE LIABILITY TO ANY USER IN RELATION TO ANY DAMAGES ARISING FROM THE USE OF THE WEBSITE, SERVICES OR SITE CONTENT SHALL BE THE AMOUNT PAID BY YOU FOR ANY PRODUCT.

NOTHING INCLUDED IN THIS CONTRACT IS PLANNED TO EXCLUDE OR TO LIMIT WEALLSENDCARDS' LEGAL RESPONSIBILITY IN THE CASE OF DEATH OR HURT ARISING FROM OUR DECEPTION OR CARELESSNESS, OR ANY OTHER LIABILITY THAT CANNOT BE SO EXCLUDED OR RESTRICTED BY LAW, OR THAT IS AIMED AT LIMITING YOUR CONSTITUTIONAL RIGHTS AS A CONSUMER.

IF CERTAIN APPROPRIATE LAW DOES NOT PERMIT THE LIMITATION OF LIABILITY AS SET FORTH ABOVE, THIS LIMITATION OF LIABILITY WILL NOT APPLY TO YOU.

THIS AGREEMENT REPRESENTS THE FULL AND TOTAL AGREEMENT BETWEEN WEALLSENDCARDS AND YOU. SHOULD ANY PROVISION OF THIS AGREEMENT FOR ANY REASON BE ADJUDGED INVALID OR UNENFORCEABLE BY A UK COURT HAVING EXPERT JURISDICTION, THEN SUCH A PROVISION SHALL BE STRUCK AND MADE NULL WHILE THE REMAINING PROVISIONS OF THE AGREEMENT SHALL SURVIVE AND CONTINUE TO BE BINDING AND ENFORCEABLE.

GOVERNING LAW

This terms and conditions is interpreted in accordance with the applicable laws of England & Wales. You accept that its courts shall have exclusive jurisdiction over any proceedings arising out of this agreement.

INDEMNIFICATION

You hereby agree to protect and hold Weallsendcards.com Ltd, its affiliated companies, managers, officers, directors and employees harmless and innocent against all costs, liabilities, damages, charges, attorneys' costs and fees, compensations and all other costs related to any claims or legal actions brought against Weallsendcards.com Ltd resulting from your breach of any part of this agreement or any other liabilities resulting from your use of this website.

MODIFICATION OF TERMS

Weallsendcards.com Ltd may at any time modify or review the terms and conditions herein detailed, and will do so without any notification to you. The latest version of these terms is always available at any given time on the Weallsendcards website, with the last updated date placed on the top of the page.

Your use of the website after our terms are reviewed means that you will be bound by the new terms.

WEALLSENDCARDS' PRIVACY POLICY

This privacy policy governs the use of and explains to you Weallsendcards' use of any personal information obtained from you when you visit or use our website. By using the Weallsendcards website, you agree to be fully bound by the terms of this privacy policy. Your acceptance of this privacy policy means that you are in total agreement with our use of, storage of and our disclosure of your private information in accordance with the policy.

Weallsendcards.com Ltd is registered for data protection with the Information Commissioners Office, and we are strong adherents to the commission's rules for storing and using clients' private data. Our reference number is ZA292162.

You are to immediately stop using this website, should you disagree in any way with this policy.

INFORMATION COLLECTED

Contact information: This is information that you provide voluntarily during your registration process. Contact information may include name, address, and any other relevant identification documents.

Payment or credit card information: This information is to enable us fulfil the orders for Weallsendcards greeting cards that you place through our website. You understand and accept

that Weallsendcards.com Ltd does not store users' payment information on our server, but passes on such information to Square, our payment processor. Please note that Square is regulated by the financial conduct authority.

Automatically-collected information: We may gather other information based on your actions on the Weallsendcards website. We use this kind of information to carry out in-house research on Weallsendcards user demographics, behaviour and interests, so that we better understand and serve our customers. This automatically-collected information may include your browser information, your IP address, as well as browser and Internet-related information through your access to the Weallsendcards website, via cookies, and/or web beacons.

USING YOUR INFORMATION

We use your information:

- To verify your identity;
- To validate transactions which you may enter into with us;
- To facilitate the delivery of greeting cards requested by you;
- To collect fees owed;
- To troubleshoot problems and resolve disputes;
- To enforce applicable contracts;
- To keep you informed about offers, services, and updates;
- To respond to your queries and complaints;
- To provide you with our customer services and customize your experience on the Weallsendcards website;
- For the detection and prevention of fraud and crime;
- To measure consumer interest in our services;
- To develop our product line and service offerings and content;
- With any third party with whom you ask us to share such information with;
- To comply with regulatory requirements and laws which may include complying with legitimate requests made by government authorities as it relates to legal proceedings; and as otherwise defined to you at the time of collection.
- We will under no circumstances knowingly disclose, transfer or sell your personal information with and to third parties.

OUR COOKIES POLICY

To ensure a pleasant registration and log-in experience, facilitate easy order of products, and to generally improve our users' experience, Weallsendcards.com Ltd makes use of the cookies

technology. You however understand that this doesn't make available to us any information beyond what you willingly share with us. You may choose to accept or deny cookies on your web browser, but the denial of the use of cookies may hinder you from enjoying the many unique features that enhance our website browsing experience.

SECURITY OF INFORMATION

Weallsendcards.com Ltd deploys a globally acclaimed security system to ensure the protection of your information from unauthorized use on the website. We make sure to encrypt all user information in our database, and employ a first rate security system to protect your information from unapproved persons. We will however not be liable for any unauthorized access or the loss of your personal information that is beyond Weallsendcards.com Ltd.'s control, as there is no hundred per cent security guarantee for data transmissions made over the Internet.

CHILDREN'S PRIVACY

We will under no circumstances knowingly collect private information from children younger than 18, except as allowed by law or with parental or guardian consent.

THIRD PARTY LINKS

We may make available links to the websites of third party companies and e-commerce websites on Weallsendcards. You are admonished not to take the availability of such links as an endorsement of the privacy and disclosure policies of these websites. Your use of and release of personal information to such third party websites is entirely at your own risk.

CHANGES

We may from time to time amend or alter this Privacy Policy to describe our use and protection of your information in a better way. We will always post the last updated date on the top right of this page and your continual use of the website after changes are made indicate your continued acceptance of our privacy policy.