

EXCARD MEMBERSHIP TERMS & CONDITIONS

(Updated on: 02 November 2015)

Before signing up or making a transaction with Excard Printing Service through <http://www.excard.com.ph> (herein referred the "Site" or "Website") which is provided and managed by EXCARD PHILIPPINES CORPORATION (herein referred to as "Excard", "we", "us" or "our") please read the following Membership Terms and Conditions carefully.

EXCARD reserves the right to amend these member terms and conditions any time, with or without prior notice to customers (herein referred to as "EXCARD Members" or "Members"). As an EXCARD Member, it is your responsibility to know and periodically update yourself on these terms and conditions so as to fully understand your member rights and privileges.

1. Membership

1.1 Application for EXCARD Membership is open to those residing in Philippines aged 18 and above. However, approval of membership is subject to the discretion of the Management of EXCARD Philippines Corporation.

1.2 The management of EXCARD Philippines Corporation has the right to decline any individual Member status or to terminate a Member's membership at its discretion without prejudice.

1.3 Employees of EXCARD Philippines Corporation., its affiliates, subsidiaries, advertising agencies and suppliers are not eligible to become EXCARD Members or participate in any EXCARD program.

1.4 Those who qualify as members are required to pay a one-time registration fee (unless stated otherwise).

1.5 Registration fee (which shall also include, unless stated otherwise, a Cash Advance deposit) must be paid up before Membership activation. (For details in making Payment or Top-Up Cash Advance, please refer to clause #3. Payment / Depositing (Top-Up) Cash Advance).

1.6 Individuals who wish to join EXCARD as a Member must first complete the online registration form on the EXCARD website (www.excard.com.ph). Each EXCARD member is entitled to only 1 account (Online Member Account).

1.7 Member shall be responsible in providing VAT details. Member shall be responsible in updating Account Profile with relevant information.

1.8 Member shall be responsible in providing all accurate information for VAT documentation purposes.

1.9 Members may terminate their membership at any time, and the balance in their account will be refunded within 10 working days. Refund amounting Php100 or less will not be made. Those who decide to rejoin EXCARD will have to register and pay the standard fee again. As proof, all requests for termination of membership must be in writing and mailed to EXCARD Philippines Corporation.

2. Ordering / Operations

- 2.1 All printing of EXCARD products will be solely undertaken by EXCARD or its appointed vendor. EXCARD Members are restricted from submitting any order for an EXCARD product to another printer/lithographer. If a Member does not adhere to this condition, the management reserves the right to terminate his or her service account and membership as well as demand the return of all materials and information pertaining to EXCARD. In such a case, EXCARD Philippines Corporation will reimburse that Member for the return of materials which shall be considered "used" and payment shall be as according and subject to the condition of those materials.
- 2.2 EXCARD Members are solely responsible for their own customers including any transaction such as payment collection.
- 2.3 EXCARD does not accept direct order(s) from Members' customers.
- 2.4 All orders must be submitted online. (Refer to website for online ordering procedure)
- 2.5 EXCARD reserves the right to reject any order that does not comply with the standard product specifications for output set by EXCARD and stated in the members' handbook and EXCARD website.
- 2.6 Once you submit an order to EXCARD, it is considered a purchase. Once an order is in the process stage (i.e, "Pending", "Preflight ", "Print" or "Delivery" status indicated in the Track Order page) it cannot be cancelled or changed. (Refer to our clause 8. Product Refund / Reimbursement Policy).
- 2.7 If Member is required to amend and resend artwork file to EXCARD, Member must do so within 30 working days after "Pending" notice is given by EXCARD. Or else the order will be considered null and void and the order amount will be credited back into that Member's Account.
- 2.8 Order will not be processed if printing fee due exceeds the available funds in Member's account. Should this happen, Member is required to top-up (reload) cash advance in order to proceed with the order.
- 2.9 EXCARD provides printing services to its Members only.
- 2.10 EXCARD will provide a hardcopy of official receipts for purchases in goods delivery. Also, Members can print out the official receipts for their completed orders from the "Track Order" page (My Account / My Order / Track Order) in the Member's Account Web Page.
- 2.12 The EXCARD Member Account is updated daily and Members can trace and print the statement of account from the Member Web Page.
- 2.13 EXCARD Members are required to have adequate funds (cash advance) in their account to make an order.
- 2.14 EXCARD shall take legal action to prosecute any Member whom we suspect of making fraud deposits/payments to us. We shall also terminate that member's membership and bar him/her from further use of our services

3. Payment / Depositing (Top-Up) Cash Advance

- 3.1 As EXCARD uses a prepaid system, orders will be debited from Member's cash advance. Payment for membership registration: EXCARD Members must upload a copy of the bank deposit slip or funds transfer save the receipt/statement as jpeg file and upload with the sign-up confirmation to EXCARD

upon paying registration fee and/or depositing cash advance. All deposited cash advances must tally to top-up amount that member has indicated in Top-Up Page. If deposited cash advance does not tally with the amount member has requested to top-up on web page, that deposited amount shall be the final amount credited into Member's EXCARD account.

3.2 Registration Payment/Cash Advance Top-Up methods:

(i) CASH BANK-IN to EXCARD Philippines Corporation and deposit into EXCARD bank account at Banco de Oro(BDO) 2890-199-475

(ii) CHEQUE made payable to EXCARD Philippines Corporation and deposit into EXCARD bank account at Banco de Oro(BDO) 2890-199-475

(iii) DragonPay : Payment through our appointed money transfer gateway (www.dragonpay.ph). (Please note there will be a Php20 transfer fee for each reload/payment made using DragonPay)

3.3 Activation of an EXCARD Member Account is subject to EXCARD management approval and successful clearance of cheque or cash deposit or funds transfer verification by the bank; or approval from DragonPay.

3.4 Minimum cash advance to top-up:

(i) Cash (Bank-in) = Php 500.

(ii) Cheque Deposit = Php 500.

(iii) DragonPay = Php 500 (excluding Php20 handling fee).

3.4.a For top-ups using cash or cheque deposit or interbank funds transfer, Members are required to save/take a photo of the receipt/statement as jpeg file and upload it to us via your Account Web Page or Mobile App or print out the top-up request statement from Member Web Page and email it to EXCARD along with the bank-in receipt/statement as proof of deposit.

3.4.b For top-ups using credit card or debit payment, we currently use the services of payment gateway merchant Dragonpay which accepts only Peso (Php) currency. The EXCARD website is linked to help you understand more about using online payment.

3.4.c Members are assured that all information or transactions conducted online with DragponPay are automatically encrypted using the Secure Sockets Layer (SSL) protocol with an encryption key length of 256 bits (the highest level commercially available). Therefore EXCARD Corporation and its employees do not have access to any Member's private information other than information voluntarily stated in the registration form.

3.5 EXCARD does not provide a receipt for your Cash Advance Top-Up/Deposit. If you require a statement of proof for your Cash Advance Top-Up/Deposit, you can print a Top-Up Confirmation Slip by logging in to your account (My Account > My Top Up).

3.6 Member's deposit of cash advance will be forfeited automatically if the EXCARD Member Account is inactive for more than one year from the last transaction.

3.7 Php100 and above in an EXCARD Member Account is refundable upon termination of membership by either party. As proof, all requests for termination of membership by either party must be in writing.

4. Pricing / Delivery

- 4.1 All prices shown on our Website are INCLUSIVE OF VAT.
- 4.2 There is no surcharge for standard delivery.
- 4.3 Exact reprints will be charged at the same price.
- 4.4 Services, products and pricing are subject to change from time to time.
- 4.5 All goods are delivered to EXCARD Members by EXCARD's appointed courier service company.
- 4.6 EXCARD will not liaise with any customer on Member's behalf.
- 4.7 Date Send begins when the print job is completed and shipped out from factory.
- 4.8 Date Send shown in the shopping cart include EXCARD off days and weekends and exclude public holidays observed in your city.
- 4.9 Goods delivered to EXCARD Members are packed according to EXCARD's standard packing. Once goods have left our premises, they are no longer the responsibility of EXCARD Philippines Corporation. If there are any discrepancies in the print quality or quantity of goods, Members are advised to call the EXCARD Customer Service to lodge a complaint.

5. Artwork File Preparation / Transfer

- 5.1 All artworks should be saved into individual files and according to each order.
- 5.2 All artworks must be sent to EXCARD through the Internet. Please download artwork specifications from our website to learn how to prepare file for uploading.
- 5.3 To avoid delays or inconveniences, EXCARD Members are advised to check that their artworks comply with all EXCARD standard specifications, setting and format.
- 5.4 Job Pending Cases
In the event EXCARD detects that Member's submitted artwork for printing does not comply with EXCARD artwork setting standards:
 - 5.4.1 EXCARD will put that particular order in the "Pending" list, which means the job is on hold until correction is made by the Member. EXCARD will inform Member of the problem via email within 2 hours after receiving order. (Our cut off time is 3.00pm, any order that are submitted after the cut off time will only be screened the following working day, and if a problem is detected, pending notice will be forwarded to Member).
 - 5.4.2 After job pending notice is sent to Member, that Member is required to resend artwork through web or FTP, or third party file hosting eg: Wettransfer, Sendspace, Transferbigfiles, Yousendit/ Hightail, Mediafire, Divshare & etc.. Member is given a grace period of 30 days from receiving job pending notice to correct and complete order.
(Note: delivery date of order will now depend on when correction is received by EXCARD.)
 - 5.4.3 If there is no response or no correction is made by Member within 30 working days after Member receives pending notice, EXCARD will not proceed and the order will be void. The order amount will be fully credited back into that Member's account.
 - 5.4.4 If Member insists on proceeding to print without making recommended corrections highlighted in Pending Status, Member does so at his/her risk. EXCARD cannot be held responsible for outcome of

printout.

5.4.5 If a Member makes an error while placing his/her order for example, accidentally submitting the same order twice, that Member must call to inform EXCARD Customer Service immediately. EXCARD will not be responsible for any consequences arising from that Member's failure to inform customer service immediately.

5.4.6 If a Member selects the "Just Proceed" function found in the ordering and resend page, Member does so at his/her own risk. EXCARD cannot be held responsible for outcome of printout caused by the "Just Proceed" function.

5.5 EXCARD cannot be held liable for any consequences in the event an artwork error goes undetected.

5.6 Artwork sent must be in a single layout. Any imposing of the artwork will be done by EXCARD.

5.7 No changes can be made to the artwork once submitted to EXCARD for printing. Only amendments required to correct and complete pending jobs will be accepted.

5.10 EXCARD Members are required to resend artwork for every repeat order.

5.11 EXCARD shall not be held responsible for any copyright infringement of artwork content.

5.13 Member shall agree to all the additional terms and conditions stated in each Product Specification, General Artwork Preparation Guides and the Artwork Preparation Guides for each product.

6. General Expectation on Printing Outcome

6.1 The accuracy of colour reproduction is NOT guaranteed as stipulated in our Colour Disclaimer (clause #7).

6.2 EXCARD assures you that the colour reproduction & consistency of every piece of your product printed in the same batch will meet DeltaE 8 requirements. We cannot be held liable for colour variations between jobs printed in different batches at different ordering periods.

6.3 Tolerance of the cutting edge for:

| Calling Card Loose Sheet Bookmark Envelope | Label Sticker Booklet |
|---|--------------------------|
| ± 0.5mm | ± 1.0mm |

6.4 Printed surface dotted with dirt shall not be more than 1 dot per 5cm² and the dot shall not be bigger than 0.3mm.

6.5 While EXCARD will take every caution when handling pressure sensitive materials like carbonless copy paper (NCR), we cannot guarantee that they will be completely free of markings after print.

6.6 For products with Spot UV finishing, tolerance of registration is $\pm 0.25\text{mm}$. Member may not reject order if Spot UV defects affect only 2% or below of the printed quantity per order.

6.7 For products with Hot-Stamping finishing, tolerance of registration for:

| Product | Tolerance |
|--------------|--------------------|
| Calling Card | $\pm 1.0\text{mm}$ |
| Loose Sheet | $\pm 0.5\text{mm}$ |

6.8 Finishings such as Spot UV and Hot-stamping may cause the card thickness to become uneven and when packed cards may become slightly curved (i.e. not flat when placed on table, in wallet, card holder, etc). EXCARD shall not accept any rejects claims for curved Business Cards due to these factors.

6.9 For products with thin paper material such as money packet, art paper or simili loose sheet with hot-stamping finishing, stamping pressure may leave a stamping mark on the back of the product. Hence, members shall notice this risk and EXCARD shall not be held responsible for the stamping mark on the back.

6.10 For product with die-cutting, tolerance of cutting for:

| Calling Card Loose Sheet Bookmark Envelope | Label Sticker |
|---|--------------------|
| $\pm 0.5\text{mm}$ | $\pm 1.0\text{mm}$ |

6.11 Any rejection for product related to the Default Security Tinting (confusing design) will not be accepted.

6.12 For reverse printing artwork, all texts must be converted to outlines and the font size must be bigger than 5pts to avoid blurry print.

6.13 For Litho Offset printing, maximum total ink coverage must not more than 240%. Too much ink coverage may cause set off problem. Hence, members shall notice this risk and EXCARD shall not be held responsible for set off problem cause by total ink coverage is over 240%.

6.14 EXCARD shall not be held responsible for any Overprint setting in your artwork. EXCARD shall not bear the consequences of the printing outcome. Hence, please do the self-check for any unwanted Overprint setting in your artwork.

6.15 Folding Finishing: When the folding finishing is applied to paper products like Loose Sheet, Money Packet, Booklet, etc., the folding pressure may cause slight paper cracks along the folding line. These cracks will look more noticeable on solid colours. This issue is unavoidable as it is a result of the nature of the paper fibres. Therefore you agree that EXCARD shall not be held responsible for this

issue and this issue cannot be submitted or reported as a reject.

6.16 For products with Emboss finishing, tolerance of registration is ± 0.25 mm. Member may not reject order if Emboss defects affect only 2% or below of the printed quantity per order.

7. Colour Disclaimer (Calling Card, Bookmark, Loose Sheet, Label Sticker)

We take great effort to match colours as accurately as possible to we cannot be held liable for these marginal colour variations or inaccuracies in the printed material which may be more evident in reprints.

A 100% exact colour match is not possible. The most accurate means of colour matching entails printing the job in isolation (entire-run print) as a stand alone job. This means the printing should be supported by contract proofing and will result in the print cost of the job being significantly greater.

8. Product Refund / Reimbursement

If you are not satisfied with any product, please e-mail Customer Service within 7 working days of receiving your order. Please include your Member number, order number and reason for dissatisfaction. If you have not received your order within the specified delivery time, please contact Customer Service (FEEDBACK) not later than 7 working days from the date of the specified delivery time. Our Customer Service department will review your complaint and work with you to meet your expectations.

PLEASE NOTE:

We will only reprint or refund the cost of any print job that fails to meet the conditions under the General Expectation on Printing Outcome (Terms & Conditions, clause #6). However, we are not responsible for typing, image, or design errors introduced by customers in the artwork/document creation process. In an effort to keep costs down and pass those savings along to our customers, EXCARD does not review artwork/documents for content or spelling. In no way shall either EXCARD Philippines Corporation or its subsidiaries, officers, directors, shareholders or employees be liable for any special incidents, indirect or consequential damages, mistakes or rejects of any kind whether or not the party has been advised of the possibility of such damages or rejects arising out of or related to an EXCARD Member's action(s). The terms and conditions constitute all terms and agreements relating to Members participating in the EXCARD Member Program.

9. EXCARD's Intellectual Property Rights

The names, text, images and logos identifying EXCARD, or EXCARD Philippines Corporation and their products and services are subject to copyright, design rights and trademarks of the EXCARD Philippines Corporation. Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, text, design right or copyright of EXCARD, or EXCARD Philippines Corporation. Unless stated in written consent, a

Member or party has no right to produce, copy, disseminate the names, text, images and logos identifying EXCARD, or EXCARD Philippines Corporation and their products and services. If EXCARD Philippines Corporation suspects a Member has violated this condition, the management reserves the right to terminate that Member's service account and membership as well as demand the return of all materials and information pertaining to EXCARD. In such a case, EXCARD Philippines Corporation will reimburse that Member for the return of materials and payment will be subject to the condition of those materials. EXCARD Philippines Corporation also reserves the right to take legal action against any Member who misuses any trademark, patent, design right or copyright of EXCARD, or EXCARD Philippines Corporation.

10. Contributions to the EXCARD Website

While members are invited to submit any contribution to the EXCARD Website (including any text, photographs, graphics, video or audio) members agree by submitting your contribution to grant EXCARD Philippines Corporation a perpetual, royalty-free, non-exclusive, sub-licenceable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to their contribution worldwide and/or to incorporate their contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the EXCARD's Privacy Policy. If a member does not want to grant to EXCARD the rights set out above, that member is prohibited from submitting his/her contribution to the EXCARD Website.

11. Privacy Policy

11.1 When you sign-up, we collect name and address, telephone, email address, user name and password. This provides us with default details for your order processing and sets up security - so viewing of your account details, designs and order history is password protected. You can edit your account details and email address at any time.

11.2 Personal data collected and/or processed by Excard may include but not be limited to the following purposes:

- To communicate with you;
- To inform you of our products and services;
- To respond to your queries;
- To send you promotional material;
- To comply with regulatory bodies or other government authorities in compliance with requirements under the law or towards the detection or prevention of crime and/or fraud;
- For any other purposes that is required or permitted by any law, regulations, guidelines and/or relevant regulatory authorities.

11.3 We collect information to process your order, guide and enhance your online and mobile experience and to supply you with information in which you have expressed an interest. Also, to help

you choose the right product and design to suit your purpose/business we ask you to make selections and choices - only the design details are collected if you choose to save or order.

11.4 When you order we allocate you a customer number, capture order details and credit card details (if applicable) to process and fulfill your order. Invoicing address and shipping address are retained when you register as a member so you do not have to enter them again. Order details are retained so you can view your order history.

11.5 When you enter credit card details you are in communication over a secure link with a direct merchant system operated by our appointed merchant. They retain details of the credit card transaction and not EXCARD. You must enter the details for each purchase for security reasons.

11.6 To assist you with your promotions and marketing, and tailor our service to your needs we will ask you for feedback about your business and any information you may require. Supply of this information other than those that state otherwise is optional and not mandatory. All this data will be stored so we can effectively meet your needs.

11.7 Security - Access to your account data is password protected. Credit card details are processed by our appointed merchant's secure server.

11.8 Cookies - We use cookies to personalise your interface with the site. They are small packets of data stored by your browser on your computer's hard drive to identify yourself to us. Your browser may have a feature to disable cookies or you can delete them if you wish and your interface will not be severely restricted.

12. Contact Us

We are interested in your feedback and comments regarding our products and service. Click "Feedback" on our Member Page on the website or tap Feedback on the App to email your comments to our customer service team.

If you have any questions about these Terms, please contact us at sales@excard.com.ph or EXCARD Philippines Corporation., Unit 2203 Atlanta Center Greenhills, San Juan

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