

Terms of Use

These terms were last updated and are effective on August 30, 2016.

About

These Terms of Use (“Terms”) set out your legal rights and obligations when using the Pwinty Ltd. (“Pwinty“) services (as defined below). Your acceptance of these Terms is a condition of our agreeing to allow you to use the Pwinty Service. If you do not agree to be bound by all of these Terms, do not access or use the Pwinty services.

Amongst other things, these Terms will apply to any contract (a “Contract”) between us for the sale of Products (as defined below) to you or your customers or clients. These Terms are subject to and include our Privacy Policy, and our Cookie Policy. You agree that we are not responsible for, and do not endorse, User Content (as defined below) submitted to the Pwinty services. We do not have any obligation to pre-screen, monitor or edit any User Content. If User Content submitted by you or your customers or clients violates these Terms or applicable laws or regulations, you may bear legal responsibility for that User Content.

1. WHO WE ARE

These Terms and Conditions govern the use of the PWINTY Services offered by Pwinty Ltd. (“Company” and “we”). We are registered in England and Wales under company number 08692725 and have our registered office at 4th floor Market Chambers, 5-7 St. Mary Street, Cardiff, CF10 1AT, in the United Kingdom.

2. CHANGES TO THESE TERMS

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you. Your use of the Pwinty services after we post a change will constitute your acceptance of and agreement to such changes. Therefore, you should frequently review these Terms and Conditions and the connected documents to see if they have been changed.

3. YOUR USE OF THE PWINTY SERVICES

3.1. The “PWINTY Services” include the services offered to you from time to time when you access the website at www.pwinty.com. The Pwinty services may include (without limitation) (i) access to the Pwinty APIs and/or other APIs and/or associated SDKs (together “Pwinty APIs”) made available to you including in order to integrate the Pwinty services with other systems; (ii) use of the payment processing service made available to you; and (iii) the purchase of Products (including the submission of User Content for incorporation by us into Products), either on your own behalf or on behalf of your own customers or clients, including the use of our API dashboard.

3.2. The PWINTY Services are only intended for use in a commercial context, rather than use as a consumer or otherwise in a private capacity. By using the PWINTY Services on behalf of a business, you confirm that you have authority to bind that business on whose behalf you act.

3.3. You must not use the PWINTY Services for any illegal or unauthorised purpose and in using the PWINTY Services you agree to comply with all applicable laws, rules and regulations, including in any jurisdiction from which you access the PWINTY Services. To the extent that the PWINTY Services (including the use of our site) is not legal in your jurisdiction, you may not use our site. In particular, you must not:

3.3.1. submit violent, nude, partially nude, discriminatory, unlawful, infringing, hateful, pornographic or sexually suggestive photos or other content via the PWINTY Services;

3.3.2. defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not submit private or confidential information via the PWINTY Services without first obtaining the relevant consent;

3.3.3. change, modify, adapt or alter the PWINTY Services or change, modify or alter another website so as to falsely imply that it is associated with the PWINTY Services or us;

3.3.4. create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (a/k/a "spam") to any PWINTY Services users;

3.3.5. knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

3.3.6. attempt to restrict another user from using or enjoying the PWINTY Services; or

3.3.7. encourage or facilitate violations of these Terms.

3.4. You are solely responsible for your interaction with other users of the PWINTY Services, whether online or offline. You agree that we are not responsible or liable for the conduct of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Please exercise common sense and your best judgment when interacting with others.

3.5. To the extent that the integration of the services offered by you with the PWINTY Services allows your customers or clients to access the PWINTY Services, you agree that you will be liable for the acts or omissions of such customers or clients as if they were your own.

4. YOUR ACCOUNT

4.1. You may not use the PWINTY Services unless you have registered with us and provided the relevant details requested. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, followers, username, or any other rights associated with your account. You are responsible for keeping your password secret and secure.

4.2. You must ensure that all information you provide or provided to us upon registration and at all other times is true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.

4.3. You must not create accounts with the PWINTY Services through unauthorised means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

4.4. You agree that you are responsible for all data charges you incur through use of the PWINTY Services.

5. USER CONTENT

5.1. You are solely responsible for your conduct and any data, text, files, information, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "User Content") that you submit, post or display on or via the PWINTY Services, whether that User Content originates from you or from your customers or clients. You acknowledge that we have no direct contractual relationship with your customers or clients and agree that you will be liable under these Terms for User Content submitted by your customers or clients, as if it had been submitted by you.

5.2. You (or your customers or clients) remain the owner of the intellectual property rights in the User Content that you submit, but you hereby grant to us (and agree to procure the grant to us, as applicable, of) a non-exclusive, sub-licensable, transferable, world-wide, perpetual, royalty-free licence to use your User Content in order to facilitate your use of (and our provision to you of) the PWINTY Services, to show (in whole or in part) other users of the PWINTY Services and other third parties who may be interested in the PWINTY Services. To the fullest extent permitted by law, you hereby waive any and all moral rights you may have in the User Content.

5.3. You understand and agree that we cannot and will not be responsible for the User Content submitted, posted or displayed on the PWINTY Services and that you use the PWINTY Services (including submitting User Content) at your own risk. You acknowledge that we do not have any obligation to (although we may in our sole discretion) pre-screen, monitor or edit any User Content. If User Content submitted by you or your customers or clients violates these Terms or applicable laws or regulations, you may bear legal responsibility for that User Content.

5.4. You represent and warrant that:

5.4.1. you own the intellectual property and other rights in the User Content submitted by you or your customers or clients on or through the PWINTY Services, or that you otherwise have the right to grant the rights and licenses set forth in these Terms.

5.4.2. the posting and use of the User Content submitted by you or your customers or clients on or through the PWINTY Services does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trade mark and/or other intellectual property rights;

5.4.3. all royalties, fees, and any other monies owed by reason of User Content you or your customers or clients submit on or through the PWINTY Services, have been paid; and

5.4.4. you have the legal right and capacity to enter into these Terms in your jurisdiction.

5.5. We reserve the right to remove or refuse to use any User Content submitted on or through the PWINTY Services for any reason, without prior notice. User Content removed

from the PWINTY Services may continue to be stored by us, including, without limitation, in order to comply with certain legal obligations.

6. ACCESSING OUR PWINTY SERVICES

6.1. We do not guarantee that our PWINTY Services, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of our PWINTY Services without notice. We will not be liable to you if for any reason our PWINTY Services is unavailable at any time or for any period.

6.2. You are responsible for making all arrangements necessary for you to have access to our PWINTY Services. You are also responsible for ensuring that all persons who access any of the PWINTY Services through you (including your customers or clients) are aware of these Terms and other applicable terms and conditions, and that they comply with them.

6.3. We encourage you to maintain your own backup of User Content submitted to us. We will not be liable to you for any modification, suspension, or discontinuation of the PWINTY Services, or the loss of any User Content. You also acknowledge that the internet may be subject to breaches of security and that the submission of User Content or other information may not be secure.

7. PURCHASING PRODUCTS FROM US

7.1. "Products" includes any and all tangible products made available by us through the PWINTY Services. If you purchase Products from us through the PWINTY Services, this Clause 7 shall apply.

How the contract is formed between you and us

7.2. After you place an order, we will confirm our acceptance to you by sending you a notification (via the PWINTY Services, including the dashboard made available to you) containing an order number (a "Confirmation"). The Contract between us will only be formed when we send you the Confirmation.

7.3. If we are unable to supply you with a Product, for example because that Product is not in stock or no longer available or because of an error in the price on our site, we will inform you of this prior to sending you a Confirmation and we will not process your order. If you have already paid for the Products, we will refund you the full amount as soon as possible.

7.4. Once the Contract between us is formed you may not cancel the Product order. This is because the Products you order are entirely bespoke and we use a highly automated print system whereby all Product orders are immediately placed into the print system for processing.

Quality of the Products via Pwint.ly

7.5. The images of the Products on our Pwint.ly site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Products. Your Products may vary slightly from those images. The packaging of the Products may also vary from that shown on images on our site.

7.6. We make every effort to supply the Products as advertised but reserve the right to supply the Products subject to minor variations in actual dimensions and specifications stated. All orders will be produced using the information provided by you at the time of order and we will not be held responsible for any errors submitted by the customer, including where User Content of a low resolution or file size has been submitted to print.

7.7. We are committed to providing our customers with the highest quality Products. However, on rare occasions, products may be found to be faulty or defective. You must tell us of any Product faults within 20 days of the date on which we sent you the Confirmation relating to those Products. To report any problems, please contact us on info@pwinty.com. We will endeavour to respond to all customer service requests within **48 hours**. We will only refund or replace items where required to do so by law and may require photographic evidence of the faulty or defective Products.

8. DELIVERY

8.1. We use third party printers to create Products through the PWINTY Services, and our third party suppliers deliver the Products either (i) to the relevant addressee if the order is for mail delivery, or (ii) for pickup & collection in a specified retail location. We will use our reasonable endeavours to fulfil your order by the estimated delivery date set out in the Dispatch Confirmation, generally within the hour for retail based services, and 5 working days UK, 10 working days Europe or 14 working days internationally unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.

8.2. Mail delivery is deemed to take place when the goods are delivered to your addressee's nominated address, whereupon the risks of loss and all damage and all other risks pass to the addressee.

8.3. We retain title in the goods until payment is received by us in full.

8.4. We will attempt to produce goods in the country of the addressee. If that is not possible, we deliver internationally to countries with a functioning postal service ("International Delivery Destinations"). However you acknowledge that we cannot be liable for the functioning of such postal services.

8.5. If you order Products for delivery to a destination where we can not produce and deliver locally, we need to delivery to an International Delivery Destination, and your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount. You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

9. PAYMENT

9.1. You agree to pay the prices for the Products as set out on our site from time to time or as otherwise agreed in writing. Although we endeavour to keep prices as accurate and up to date as possible sometimes errors do occur. If a price error has occurred we will inform you of this at the time of order.

Using our payment system to process your customer or client's Product orders

9.2. In the event that you have elected to use the payment processing service in order to process the payment for Products ordered by your customers or clients:

9.2.1. you may be required to provide PayPal or other relevant payment details prior to being permitted to integrate the payment processing system into your own operations;

9.2.2. You will be notified of the designated cumulative fee value of Product orders fulfilled during a calendar month period. We make payment of the relevant sums, minus any external fees received by us to the account details provided; and

Using your payment system to process your customer or client's Product orders

9.3. In the event that you have elected to use your own payment processing service in order to process the payment for Products ordered by your customers or clients:

9.3.1. You may be required to provide debit or credit card (or other relevant payment) details;

9.3.2. You will be notified of the cumulative fee value of Product orders fulfilled during each calendar month; we will take payment of the relevant sums immediately from the account details provided.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. We (or our licensors) are the owner of all intellectual property rights in our PWINTY Services, and in the material published on it (including the PWINTY APIs), other than the User Content.

10.2. In the event that you wish to access the PWINTY APIs, we hereby grant you a non-exclusive, sub-licensable, transferable, world-wide, royalty-free licence to use the PWINTY APIs whilst these Terms are in effect solely for the purposes of integrating your (or your client's) business website or application with ours in order to enable you or your customers or clients to place orders for Products using the PWINTY Services.

10.3. Except for the User Content submitted by you or your customers or clients, you may not copy, download, use, redesign, reconfigure, or retransmit anything from the PWINTY Services without our express prior written consent. Any use of such proprietary material, other than as permitted therein, is expressly prohibited without the prior permission of us and/or the relevant right holder.

10.4. Except as permitted under these Terms, you must not use any part of the content on our website or made available through the PWINTY Services for commercial purposes without obtaining a licence to do so from our licensors or us.

10.5. If you print off, copy or download any part of our PWINTY Services in breach of these Terms, your right to use our PWINTY Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10.6. The service marks and trade marks of the Company are trade marks owned by the Company. Any other trade marks, service marks, logos and/or trade names appearing on the PWINTY Services are the property of their respective owners. You may not copy or use any of these marks, logos or trade names without the express prior written consent of the owner.

11. LIABILITY

11.1. EXCEPT IN RELATION TO THE PURCHASE OF PRODUCTS, YOUR USE OF THE PWINTY SERVICES IS ENTIRELY AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11.2. EXCEPT ASA EXPRESSLY STATED IN THESE TERMS, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER US NOR ANY OF OUR EMPLOYEES, MANAGERS, OFFICERS OR AGENTS MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE PWINTY SERVICES; (B) USER CONTENT; OR (C) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO US OR VIA THE PWINTY SERVICES OR (D) ANY PRODUCTS YOU MAY PURCHASE THROUGH THE PWINTY SERVICES. IN PARTICULAR, WE WILL NOT BE RESPONSIBLE FOR ENSURING THAT THE PRODUCTS ARE SUITABLE FOR YOUR PURPOSES.

11.3. WE DO NOT REPRESENT OR WARRANT THAT THE PWINTY SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED; THAT DEFECTS WILL BE CORRECTED; OR THAT THE PWINTY SERVICES OR THE SERVERS THAT MAKE THE PWINTY SERVICES AVAILABLE ARE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. WE DO NOT WARRANT THAT YOUR USE OF THE PWINTY SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION.

11.4. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THESE TERMS OR ANY CONTRACT FOR (A) ANY LOSS OF PROFITS, SALES, BUSINESS, OR REVENUE; (B) LOSS OR CORRUPTION OF DATA, INFORMATION OR SOFTWARE; (C) LOSS OF BUSINESS OPPORTUNITY; (D) LOSS OF ANTICIPATED SAVINGS; (E) LOSS OF GOODWILL; OR (F) ANY INDIRECT OR CONSEQUENTIAL LOSS.

11.5. NOTWITHSTANDING THE ABOVE, IN NO EVENT WILL OUR LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OR ACTION EXCEED THE GREATER OF ONE HUNDRED POUNDS (GBP £100.00) OR THE PRICE OF THE PRODUCTS TO WHICH THE LIABILITY RELATES.

11.6. NOTHING IN THESE TERMS AND CONDITIONS EXCLUDES OR LIMITS OUR LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM OUR NEGLIGENCE, OR OUR FRAUD OR FRAUDULENT MISREPRESENTATION, OR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY ENGLISH LAW OR THE LAW OF THE JURISDICTION IN WHICH YOU USE THE PWINTY SERVICES.

11.7. YOU AGREE TO INDEMNIFY AND HOLD US HARMLESS FROM AND AGAINST ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES, AND EXPENSES, INCLUDING WITHOUT LIMITATION, REASONABLE LEGAL FEES AND COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR BREACH OR ALLEGED BREACH OF THESE TERMS (INCLUDING ANYT SUCH BREACH OR ALLEGED BREACH BY YOUR CUSTOMERS OR CLIENTS). YOU WILL COOPERATE AS FULLY REQUIRED BY US IN THE DEFENCE OF ANY CLAIM SUBJECT TO INDEMNIFICATION BY YOU. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER

SUBJECT TO INDEMNIFICATION BY YOU, AND YOU WILL NOT IN ANY EVENT SETTLE ANY CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT.

12. EVENTS OUTSIDE OUR CONTROL

12.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 12.2.

12.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

12.3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

12.3.1. We will contact you as soon as reasonably possible to notify you; and

12.3.2. Our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

13. LINKS TO OTHER WEB SITES

13.1. Links (such as hyperlinks) from our PWINTY Services to other websites do not constitute the endorsement by us of those sites or their content. We do not control any such sites, and is not responsible for their content. The existence of links on the website to such websites (including without limitation external websites that are framed by our PWINTY Services as well as any advertisements displayed) does not mean that we endorse any of the material on such websites, or has any association with their operators. It is your responsibility to evaluate the content and usefulness of the information obtained from other sites.

13.2. The use of any website controlled, owned or operated by third parties including our suppliers is governed by the terms and conditions of use and privacy policies for those websites. You access such third-party websites at your own risk.

14. TERMINATION

14.1. Without prejudice to any other rights that might be available to us, breach by you of these Terms may, in our sole discretion, result in immediate suspension or termination of your PWINTY Services account.

14.2. You can deactivate your PWINTY account by notifying us by email to info@pwinty.com; Subject: Account Deactivation. If your account is deactivated, User Content submitted by you or your customers or clients, and all other data associated with your use of the PWINTY Services will no longer be accessible through your account, but

those materials and data may persist and appear within the PWINTY Services.

14.3. Upon termination or deactivation of your PWINTY Services Account, all licences and other rights granted to you in these Terms will immediately cease. We reserve the right in our sole discretion to (i) continue with or (ii) cancel and refund any sums relating to, unfulfilled Contracts in effect at the time of termination or deactivation.

15. OTHER IMPORTANT TERMS

15.1. We may transfer our rights and obligations under these Terms to another organisation, and we will always notify you through this page, but this will not affect your rights or our obligations under these Terms. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

15.2. These Terms and any document expressly referred to in them constitute the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

15.3. You acknowledge that in accepting these Terms and/or entering into any Contract you did not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them

15.4. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.5. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.6. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.7. These Terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with these Terms or a Contract or its subject matter or formation (including non-contractual disputes or claims).