



## **EXCARD MEMBERSHIP TERMS & CONDITIONS**

*(Last update: 4 August 2010)*

Please read the following terms and conditions carefully before signing up or making a transaction. EXCARD reserves the right to amend these member terms and conditions anytime, with or without prior notice to customers (hereon 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 Malaysia aged 18 and above. However, approval of membership is subject to the discretion of the Management of EXCARD Corporation Sdn. Bhd.

1.2 The management of EXCARD Corporation Sdn. Bhd. 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 Corporation Sdn. Bhd., its affiliates, subsidiaries, advertising agencies and suppliers are not eligible to become EXCARD Members or participate in any EXCARD program.

1.4 Individuals who wish to join EXCARD as a Member must first complete the online registration form on the EXCARD website ([www.excard.com.my](http://www.excard.com.my)). Those who qualify as members are required to pay a one-time registration fee. No other arrangement will be entertained. Each EXCARD member is entitled to only 1 account (Online Member Account).

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 Reloading Cash Advance, please refer to clause #3. Payment / Depositing (Reloading) Cash Advance).

1.6 Newly registered EXCARD Members will be given an official Member Code in order to make order transactions with EXCARD. This Member Code is non-transferable and is restricted to non-Members or other registered Members.

1.7 Members may terminate their membership at any time, and the balance in their account will be refunded within 10 working days. Refund amounting RM5.00 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 Corporation Sdn Bhd.

### **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 Corporation Sdn. Bhd. 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.

## EXCARD MEMBERSHIP TERMS & CONDITIONS

(Last update: 4 August 2010)

2.6 Once a member submits an order to EXCARD, it is considered a purchase. Once an order is in process stage (after filtering/file checking stage) it cannot be cancelled or changed. Members who wish to cancel an order before the process stage will be charged a cancellation handling fee amounting to not less than RM50 or 40% of the final total cost of that order (whichever amount is greater). This handling fee will be automatically deducted from the cash advance available in member's Online Member Account. Should there be insufficient funds in that member's account for deduction, that member will be prohibited from placing future orders as well as lose all membership privileges until the outstanding sum is paid up in full within 14 working days after notice is given. Failure to do, EXCARD reserves the right to terminate that member's membership without giving any notice and forfeit the balance of cash advance in that member's account. That member will also be barred from re-registering/rejoining.

2.7 If Member is required to amend and resend artwork file to EXCARD, Member must do so within 14 working days after "Pending" notice is given by EXCARD or else 20% from the final printing fee will be automatically deducted for handling charges and the balance 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 not provide colour proofing or proofreading services. However, we do provide Contract Proofing which is an optional service. (See Contract Proofing for more details)

2.11 EXCARD does not provide hardcopy of official receipts for purchases. Members can print out the official receipts for their completed orders from the "Track Order" page in the Member 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 (Reloading) 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 fax a copy of the bank deposit slip or funds transfer printout with the sign-up confirmation printout to EXCARD upon paying registration fee and/or depositing cash advance (for payment method through bank deposit or online interbank funds transfer only). All deposited cash advances must tally to reload amount that member has indicated in Reload Page. If deposited cash advance does not tally with the amount member has requested to reload on web page, that deposited amount shall be the final amount credited into Member's EXCARD account.

3.2 Registration Payment/Cash Advance Reload methods:

(i) CASH BANK-IN to EXCARD CORPORATION SDN. BHD. and deposited into EXCARD bank account at CIMB: 02031303986-051 or Maybank: MBB 502054217231.

(ii) CHEQUE made payable to EXCARD CORPORATION SDN. BHD. and deposited into EXCARD bank account at CIMB 02031303986-051.

(iii) INTERBANK FUNDS TRANSFER to EXCARD CIMB or MBB accounts.



## **EXCARD MEMBERSHIP TERMS & CONDITIONS**

*(Last update: 4 August 2010)*

(iv) CREDIT CARD: VISA or Mastercard through our appointed money transfer gateway NETBUILDER (M) SDN BHD ([www.netbuilder.com.my](http://www.netbuilder.com.my)). (Please note there will be a 3.2% transfer fee for each reload/payment made using credit card.)

(v) MOBILE MONEY: Virtual Credit Card or Direct Debit from bank account through website or hand phone. (Please note there will be a 1.8% handling fee for each reload/payment made using Mobile Money.)

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 NETBUILDER (M) SDN BHD for credit card payments.

3.4 Minimum cash advance to reload:

i) Cash (Bank-in) = RM50. Incremental in RM10s (ie. +RM50, +RM60, +RM70, +RM80, +RM90, etc.).

ii) Cheque Deposit = RM50. Incremental in RM10s (ie. +RM50, +RM60, +RM70, +RM80, +RM90, etc.).

iii) Interbank Funds Transfer = RM50. Incremental in RM10s (ie. +RM50, +RM60, +RM70, +RM80, +RM90, etc.).

iv) Credit Card = RM50 (excluding 3.2% handling fee). Incremental in RM10s (ie. +RM50, +RM60, +RM70, +RM80, +RM90, etc.).

v) Mobile Money = RM50 (excluding 1.8% handling fee). Incremental in RM10s (ie. +RM50, +RM60, +RM70, +RM80, +RM90, etc.).

3.4.a For reloads using cash or cheque deposit or interbank funds transfer, Members are required to print out the reload request statement from Member Page and fax it to EXCARD along with the bank-in receipt/statement as proof of deposit.

3.4.b For reloads using credit card, we currently use the services of payment gateway merchant NETBUILDER (M) SDN BHD which accepts only Ringgit Malaysia (RM) currency. The EXCARD website is linked to [www.netbuilder.com.my](http://www.netbuilder.com.my) to help you understand more about using online payment.

3.4.b (i) Members are assured that all information or transactions conducted online with NETBUILDER (M) SDN BHD 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 Reload/Deposit. If you require a statement of proof for your Cash Advance Reload/Deposit, you can print a Reload Confirmation Slip for the Reload Account page.

3.6. Official Receipts for completed orders can be downloaded and printed out as reference from the TRACK ORDER page.

3.7 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.

3.8 Any balance 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 product prices (except Pre-inked Stamps & BIZ-Documents and unless stated otherwise) are based on full colour offset printing.

4.2 There is no surcharge for standard delivery.

## EXCARD MEMBERSHIP TERMS & CONDITIONS

(Last update: 4 August 2010)

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 EXCARD will only entertain requests for rushed deliveries through its optional Rush Order service. For special arrangements, Members are required to write in or call Customer Service with their enquiry.

4.8 EXCARD will only provide free 'standard' delivery to addresses according to the region of Member's membership address, (i.e. West Malaysia members enjoy free delivery in West Malaysia only).

4.9 All goods will be delivered directly to EXCARD Members and cannot be collected from the EXCARD premise, or any of its ODM premises.

4.10 Goods delivered to EXCARD Members are packed according to EXCARD's standard packing and with printed samples attached on the outside. Once goods have left our ODM premises, they are no longer the responsibility of EXCARD Corporation Sdn. Bhd. 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 or by courier service. Please download artwork specifications from our website to learn how to prepare file for uploading.

5.3 Due to the different colour displays on various monitors, printed colour of end product may differ from what appears on screen. Therefore EXCARD will not be responsible for colour discrepancies in the end product as a result of member's reliance on the said colour displays instead of EXCARD's CMYK Colour Reference manual to set his/her colours for output.

5.4 EXCARD uses international colour measurement standards (densitometer) and has a process colour combination tolerance of  $\pm 0.10$  density. While we do not guarantee exact colour match of your artwork or reprints, we endeavour to minimize colour inconsistency in output by applying DeltaE 8 (a printing standard to measure CMYK colour combination consistency). To ensure DeltaE 8 standards are met in all our products, our QA department utilizes an X-Rite Densitometer colour measurement machine. We are one of the few printers in Malaysia that are equipped with this state-of-the-art tool.

5.5 To avoid delays or inconveniences, EXCARD Members are advised to check that their artworks comply with all EXCARD standard specifications, setting and format.

#### **5.6 Auto Preflight Process**

Before ordering, all members are required to upload their PDF/artwork file for inspection by EXCARD's auto preflight software which comes embedded in the artwork uploading module to ensure compliance with our selected PDF quality specifications.

5.6.1 Auto Preflight will only check for the following common errors encountered in PDF files:

- i) Missing Font
- ii) Uncurve/Unpath Font

## EXCARD MEMBERSHIP TERMS & CONDITIONS

(Last update: 4 August 2010)

- iii) Resolution below 300 dpi
- iv) Artwork contains RGB and/or PANTONE

5.6.2 The auto preflight process cannot be considered as the final stage of PDF/artwork file checking and EXCARD by no means acknowledges it as a complete solution for checking PDF/artwork files.

5.6.3 All PDF/artwork files that have been inspected by auto preflight will be stored on the EXCARD server for a maximum of 72 hours. After which, EXCARD will remove PDF/artwork file from server.

5.6.4 Unless otherwise stated or informed, Members are required to make the necessary corrections to the errors on their PDF/artwork file as reported by auto preflight. EXCARD will not accept responsibility for any consequences that may arise as the result of Member's failure to make the necessary corrections before output.

5.6.5 All amended PDF/artwork file are required to go through auto preflight process again.

### 5.7 Job Pending Cases

In the event EXCARD detects that Member's submitted artwork for printing does not comply with EXCARD artwork setting standards:

5.7.1 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 that Member of the problem via email within 2 hours after receiving order. (Orders that are submitted close to closing time will only be screened the following day, and if a problem is detected, pending notice will only be forwarded to Member after 9am on that same day).

5.7.2 After job pending notice is sent to Member, that Member is required to resend artwork through email or FTP. Member is given a grace period of 14 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.)

5.7.3 If there is no response or no correction is made by Member within 14 working days after Member receives pending notice, EXCARD will not proceed with that specific order and as such, 20% of the advance payment for the printing fee of that order will be deducted as handling charge, and the balance shall be credited back into that Member's account.

5.7.4 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.

5.7.5 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.

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

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

5.10 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.

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

## **EXCARD MEMBERSHIP TERMS & CONDITIONS**

*(Last update: 4 August 2010)*

5.12 EXCARD is not responsible for Member's copyright infringement of artwork content.

5.13 EXCARD will not print jobs that contain offensive literature or images.

### **6. General Expectation on Printing Outcome**

6.1 Colour reproduction or accuracy is generally subject to the limitations of gang-run printing method. Therefore, 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 is +/- 1.5mm.

6.4 Printed surface dotted with dirt shall not be more than 1 dot per 5cm<sup>2</sup> 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 +/-0.25mm. 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 is +/-0.5mm.

6.8 For Money Packet with hot-stamping finishing, stamping pressure may leave a stamping mark on the back of money packets. Hence, members shall notice this risk and EXCARD shall not be held responsible for the stamping mark on the back.

6.9 For product with die-cutting, tolerance of cutting is +/-1mm.

### **7. Colour Disclaimer**

In order to provide a cheaper end cost to our members and a quicker turnaround of the printed matter, EXCARD groups together CMYK work. This form of printing referred to as "gang-run printing" or "batch printing" is used for the printing of EXCARD's standard products, and marginal variations are to be expected from one print run to another.

As such, while we take great effort to match colours as accurately as possible, we cannot be held liable for these marginal colour variations or inaccuracies in the printed matter 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 of 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

## **EXCARD MEMBERSHIP TERMS & CONDITIONS**

*(Last update: 4 August 2010)*

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 Corporation Sdn. Bhd. 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 Corporation Sdn. Bhd. and their products and services are subject to copyright, design rights and trademarks of the EXCARD Corporation Sdn. Bhd. 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 Corporation Sdn. Bhd. 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 Corporation Sdn Bhd and their products and services.

If EXCARD Corporation Sdn. Bhd. 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 Corporation Sdn Bhd will reimburse that Member for the return of materials and payment will be subject to the condition of those materials. EXCARD Corporation Sdn. Bhd. also reserves the right to take legal action against any Member who misuses any trademark, patent, design right or copyright of EXCARD or EXCARD Corporation Sdn. Bhd.

### **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 Corporation Sdn. Bhd. 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 We collect information to process your order, guide and enhance your online experience and to supply you with information in which you have expressed an interest.

11.2 At any time you can edit your account details and email address.

11.3 When you log in 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.

11.4 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.



## **EXCARD MEMBERSHIP TERMS & CONDITIONS**

*(Last update: 4 August 2010)*

11.5 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.

11.6 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.

11.7 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.

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

11.9 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.

11.10 We are interested in your comments and will be pleased to answer any questions concerning our privacy policy. Click "Feedback" on our Member Page to email your enquiries and comments to our customer service team.

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