



Private label GiftCard

Terms of Service

Effective as of 1st January 2017

- Private label GiftCards of the "GiftCard" or "the Service" is a commercial service offered via myPOS platform for production and delivery to myPOS Clients of private label GiftCards with/or other his logo/TM/sign, which can be loaded with a certain amount of value, which can be redeemed solely by the Client/in Client's store. Private label GiftCards are non-reloadable, do not bear the logos of the Card Schemes and do not represent electronic money or a claim of the Client against myPOS Europe, myPOS Store or any of its subsidiaries or affiliates, or related parties (referred to as "myPOS"), or a third party. Client is allowed to use the private label GiftCards as a marketing, promotion or sales tool for its business and in its business capacity.
- myPOS platform makes every effort to catch artwork errors prior to production but cannot be responsible for proofs approved for production that contain errors. The design will be printed as it appears in the proof provided. It is the sole responsibility of the Client to ensure that all materials submitted for printing are correct. Client may choose between different ready-made designs and modify them by using the personalization options available. Some elements like background and mandatory default text on the back, as well as the 16-digit number are non-editable and represent mandatory elements of the card in order to be fully functional. Client is not allowed to change the mandatory elements in the card and text on the back of the card.
- myPOS shall produce and ship only after payment of the order. The price and the shipping costs of the GiftCards shall be displayed upon the order. Client agrees that depending on the country of the Client and if the Client is VAT registered or not, VAT may be added to the price of the GiftCards for local sales or Clients not registered under VAT, or Client will have to pay VAT in its own country in case of cross-border sale to Clients registered under VAT.
- When Client sells/provides the GiftCards to end customers, Client is obliged to redeem these cards for goods/services up to the current value in the card in Client's store, without any fees, conditions, limitations of any time, such as time, quality, discounts, etc. Client agrees that in case Client does not redeem the cards in Client's store the program may be discontinued without any compensation to Client.
- Client has to load the GiftCard with the selected amount of value at Client's myPOS terminal as required by the Service and accept the money for the value by the customer purchasing the card. The value loaded in the GiftCard shall be visible in Client's myPOS account only for information purposes. It is not e-money or available balance for payment services. Client agrees that a loading fee of 1 (one) euro shall be collected from Client's myPOS account for every card loaded. Client cannot deduct the loading fee from the value in the card, add it to card's selling price, charge customer for it or pass it in any other way on customer.
- After the sale to a customer and prior to its use the card has to be activated by the end-user at the following web page: www.giftcards.eu. Upon activation, the customer/end-user will be informed that this card is not e-money and is not a claim against myPOS. When the end-user presents the GiftCard for payment in Client's store, the transaction with this card will reduce the value on the card.
- Printing errors attributed to the Client are not subject to free reprint. Depending on size of order, Client may correct the problem and reprint the order at up to 50% of the cost of the original order. Reprint cost will be quoted on a case by case basis. Material errors caused by myPOS will be reprinted and shipped free of charge.
- myPOS accepts no liability for materials submitted by Client that are subject to copyright or trademark protections or that are otherwise in violation of the law. myPOS will not be held accountable for possession of such materials or illegal use of materials in connection with www.giftcards.eu. Violation of these terms of service will indemnify myPOS against any legal action.
- myPOS guarantees your finished product will not be defective in accordance with industry standards. If a product is found to be defective, then you may contact myPOS for a reprint or a refund. myPOS must be contacted via e-mail at giftcards@mypos.eu within 15 days of receiving your order. If the product is deemed defective, one of the following resolutions will be offered:
 - 1) myPOS will reprint with the same production and delivery terms extending from the time of resolution.
 - 2) myPOS will authorize an RMA (Return Material Authorization) for you. A representative will contact you shortly of your initial query to help with your return. The package must be received by myPOS within 30 days of return authorization. Refunds will be processed only after the product has been returned to myPOS, after which the refund transaction will take place within five business days.
- In most cases, myPOS provides up to 10 business day plastic card production (from date of proof approval) not including shipping time. Refused or undeliverable orders are not a valid reason for reprint or refund and reshipment of the order will be at the Client's expense.
- myPOS does not guarantee delivery times for basic ground shipping. Depending on the shipping destination, ground delivery ranges up to 7 days. Buyer assumes full risk of possible delivery delays.
- As it is outside of our direct control, myPOS makes no guarantee about time in transit of any shipping methods. In the event an order is lost or misplaced while in transit, a notification of no receipt must be sent via e-mail to giftcards@mypos.eu and include complete contact information for reply. myPOS is allowed 5 business days from the time of notification to respond with



one of the resolutions below. 1) myPOS will reprint with the same production and delivery terms extending from the time of resolution. This occurs when lost packages cannot be found. 2) myPOS will redirect the lost order with the same delivery terms extending from the time of resolution. Packages located by shipper will be rerouted to the Client promptly upon discovery. Shipper requires a 10 business day window for refund of shipping costs.

- Packages shipped outside of the EEA may be charged a duty based on the receiving country's import tax. myPOS is not responsible for the payment of this fee.
- myPOS assumes no liability whatsoever to Clients for any lost business or other damages, real or constructive, whether arising from production errors or shipment and delivery delays. myPOS liability shall not in any case exceed the replacement cost of products deemed defective.
- myPOS produces HiCo magnetic stripe cards using premium-quality material that allow initially to be printed with a variety of thermal card printers. However, myPOS cannot be held responsible for any inability to overprint on the product after purchase once it has been originally designed. Problems with subsequent printing on products using after-market printers is not a valid reason for refund or reprint.
- myPOS does not refund, cancel or credit if the service failure is caused, in whole or in part, by: Acts of God, weather conditions, environmental or dangerous goods incidents, perils of the air, public enemies, public authorities acting with actual or apparent authority, acts or omissions of customs officials, authority of law, quarantine, riots, strikes, work stoppages or slowdowns, or other labour disputes or disturbances, civil commotions or hazards incident to a state of war, local or national disruptions in ground or air transportation networks or systems due to events beyond our control, disruption or failure of communication and information systems, disruption or failure of utilities, or other circumstances beyond our control.
- Full payment of the order is required at time of proof approval. Orders that have been approved and sent to production cannot be cancelled.
- myPOS reserves the right to contact you via phone, e-mail, or post mail regarding current and/or future orders placed with myPOS. Any Client may opt out of receiving future contact from myPOS at any time, by unsubscribing from our email correspondence.
- Colour fidelity warranted by myPOS is consistent with industry standards. As the process of card production can cause minor colour shifts to occur, myPOS offers no guarantee of "match-print" or "match-product" colour fidelity. myPOS cannot prevent slight colour drift throughout an order. myPOS cannot calibrate the Clients computer monitor and therefore does not guarantee that the colour printed will match the preview as it appears on the Clients monitor.
- Customer authorizes myPOS without limitations to use samples of any card or other product it designs or produces in the course of presenting its work to potential clients and in its promoting and marketing activities or websites or social platforms.
- myPOS may ship its products from locations in multiple geographic locations based on production requirements and order size. Please be advised that your order may be shipped from any of these locations. If a product needs to reach you by a specific date, please bear in mind that we ship orders exclusively via courier; please check the conditions for express delivery via respective courier firm in order to ensure from delivery delays.
- You agree that you shall indemnify and defend myPOS, all parties from whom myPOS has licensed portions of content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to 1) your breach of these Terms of Service or 2) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic, or other material you incorporated into products that was not part of the standard site content. Client should not jeopardise the reputation of the TM GiftCard and/or myPOS in any way. Otherwise the program may be discontinued without any compensation.
- These Terms and conditions may be changed by myPOS from time to time with reasonable notice, unless changes are required for risk security or regulatory reasons, and myPOS shall upload the updated version in Client's myPOS account.

