

## **EXCARD MEMBERSHIP TERMS & CONDITIONS**

Before signing up or making a transaction with Excard Printing Service through <http://www.excard.com.my> (herein referred the "Site" or "Website") or EXCARD GO! Mobile App (herein referred the "EXCARD GO!" or "Mobile App" or "App") which is provided and managed by EXCARD CORPORATION SDN.BHD (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 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 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 either on the EXCARD website ([www.excard.com.my](http://www.excard.com.my)) or via the EXCARD GO! Mobile App. Each EXCARD member is entitled to only 1 account (Online Member Account).

1.7 If Member is a GST Registered Person, Member shall be responsible in providing GST details. Should the Member Register for GST after 1 April 2015, Member shall be responsible in updating Account Profile with relevant information.

1.8 Member shall be responsible in providing all accurate information for GST 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 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.

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 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 (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

2.15 Repeat Order is NOT ALLOWED to make any changes in artwork, paper type & grammage, finishing and any other options that will cause the outcome to be different from the previous order, only quantity is allowed to change.

(Note: Refer to General Expectation on Printing Outcome)

2.16 Any special request/arrangement such as custom packing is required to request again with Customer Service while Repeat Order.

2.17 For product available for repeat order, file will be stored on our servers up to a maximum of 6 months from the date ordered for your ease of making repeat orders.

Business Card - (Ordered Date start from 01 August 2017)

Label Sticker - (Ordered Date start from 15 September 2017)

Loose Sheet (Ordered Date start from 23 October 2017)

Biz-Document (Ordered Date start from 12 December 2017)

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

3.1 As Excard uses a prepaid system, orders will be debited from the member's cash advance balance.

3.2 Registration Payment/Cash Advance Top-Up methods:

(i) **CREDIT CARD:** VISA or MasterCard payments made through Ambank (M) Berhad. Transfer fees for this method of payment will be borne by Excard Corporation.

(ii) **DEBIT:** Debit payment through our appointed money transfer gateway: FPX – iPay88. Transfer fees for this method of payment will be borne by Excard Corporation.

3.3 Activation of an Excard Member Account is subject to approval by Excard's management team, or approval from VISA/MasterCard for credit card payments and FPX – iPay88 for debit payments.

3.4 Cash Advance Top-up Minimums:

(i) Credit Card (VISA/MasterCard) = RM50. The amount chosen must be in multiples of 10 (ie. +RM50, +RM60, +RM70, +RM80, +RM90, etc.).

(ii) Debit Payment (FPX - iPay88) = RM50. The amount chosen must be in multiples of 10 (ie. +RM50, +RM60, +RM70, +RM80, +RM90, etc.).

3.4.a Top-ups via credit card will be processed by AmBank (M) Berhad ([www.ambankgroup.com](http://www.ambankgroup.com)), while debit payments will be processed by FPX – iPay88 ([www.ipay88.com](http://www.ipay88.com)). For a better understanding of online payments through these channels, you may click on the respective links for further information.

3.4.b Members are assured that all information or transactions conducted online with Ambank (M) Berhad and FPX – iPay88 are automatically encrypted using the Secure Sockets Layer (SSL) protocol with an encryption key length of 256 bits (the highest level commercially available). This means that Excard Corporation and its employees do not have access to any member's private information other than the 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 from your Account Web Page.

3.6 As of 1 April 2015, the Official Receipt will be replaced by the Tax Invoice. The Tax Invoice shall be issued after the shipment of your goods.

3.7 Inactive account for more than 1 year from the last transaction:

- Member's account balance RM2.12 and below will be forfeited automatically.
- Member's account balance RM2.12 and above – RM2.12 inclusive of GST will have handling charged automatically.

3.8 RM5 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 GST.

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 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 Prices differ between West Malaysia and East Malaysia. The price charged is based on where Member ships the goods to.

4.9 Date Send begins when the print job is completed and shipped out of ODM.

4.10 Date Send shown in the shopping cart include EXCARD off days and weekends and exclude public holidays observed in your state.

4.11 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 the valid, up-to-date EXCARD's CMYK Colour Reference manual to set his/her colours for output.

5.4 EXCARD uses international colour measurement standards (densitor / density) 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 for intra batch (a printing standard to measure CMYK colour combination consistency-refer clause 6.2). 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 allowed 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
- 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.

#### 5.7 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 Member of the problem via email within 2 hours after receiving order. (Orders 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).

5.7.2 After job pending notice is sent to Member, that Member is required to resend artwork through web or FTP, CD or third party file hosting eg: sendspace, yousendit, mediafire, bigupload, divshare, adrive, transferbigfiles & 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.)

5.7.3 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.

5.7.4 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.

5.7.6 If a Member require EXCARD to just proceed for his/her artwork through select pending criteria in "Just Proceed" function which provided in ordering, auto pre-flight and resend page, Member does so at his/her risk. EXCARD cannot be held responsible for outcome of printout causes by "Just Proceed".

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

5.12 EXCARD reserves the right to reject any job/artwork that is deemed to contain offensive literature or images.

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 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 #8).

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:

Litho Offset	Digital Offset
± 0.5mm	± 1.0mm

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 product with die-cutting, tolerance of cutting for:

Litho Offset	Digital Offset
± 0.5mm	± 1.0mm

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

6.8 For reverse printing artwork, all wording that consist font size ≤ 5pts and without BOLD, must add outline to reduce the wording blurry problem. EXCARD shall not bear the consequences on the wording blurry due to small font size.

6.9 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%.

6.10 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.

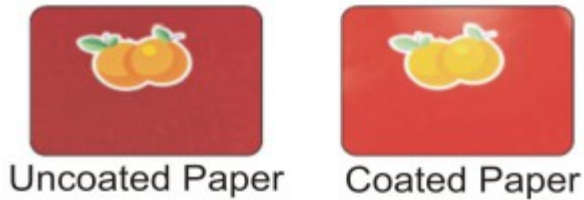
6.11 Folding Finishing: When the folding finishing is applied to paper products like Loose Sheet, Money Packet, Booklet, etc., the folding pressure may cause slight paper cracks along the folding line. These cracks will look more noticeable on solid colours. This issue is unavoidable as it is a result 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.

6.12 Tolerance for Creasing and Folding is ±1.0mm.

6.13 Tolerance for Hole Punching is ±0.5mm.

6.14 Excard will not held responsible for scanning failure if artwork with scanning code (QR Code, Bar Code, etc).

6.15 There is printing outcome difference between uncoated and coated paper.



## **7. General Expectation on Standard of Packaging Box's Structure, Size Calculation in Get Quoted, Paper Material, Contract Proof and Colour Folder**

### **Standard of Packaging Box's Structure**

7.1 Standard of packaging box structure will be changed from time to time for structure improvement purpose.

### **Size Calculation in Get Quoted**

7.2 Structure size that automatic generate in Get Quote system are only in estimation (may have minor change but wont affect the Quoted Price).

7.3 Structure size may be changed during dieline verification as to get the suitable structure size on the packaging box.

7.4 Size of packaging box's structure might have slightly different after dieline verification, but it wont affect the Width, Depth & Height of the end product.

### **Paper Material**

7.5 Paper materials' color might have slightly different, whether there is same or different grammage.

7.6 Paper materials' stiffness might have slightly different from time to time, which may cause from the fiber structure, as the the paper is produce in different production lot.

7.7 When member is selects the packaging box from Ready-Size Dieline, member shall accept the locking issue, whether it is fit or loose, due to thickness of different paper material.

7.8 Member shall select the paper material and structure to suit the product, in terms of product size, product weight, and using purpose.

### **Colour Folder**

7.9 One set of sample from first job order will be kept in Colour Folder as colour reference for next repeat order within 3 years.

7.10 After the expired date, member need to place new order with new artwork again and the first job order will be kept for 3 years for repeat order.

## **8. Excard Online Editor**

8.1 Excard Online Editor does not guarantee the storage of content and is not intended as a back-up solution. Excard is not responsible for content that is lost or damaged.

8.2 Excard Online Editor reserves the right to modify or discontinue, temporarily or permanently with or without notice at any time.

8.3 Order spec and artwork ready in Editor will auto remove if there is any top up make in between, that affect your member privilege level.

8.4 EXCARD Members are advised to check their artworks thoroughly before proceed to submit the order. Artwork from Excard Online Editor is the final artwork file use to print.

8.5 Colours appear on digital screen are displayed in RGB colour spectrum whereas your product is print in CMYK colour spectrum. You may expect a degree of color variation of end product may differ

from what appears on screen.

8.6 Excard shall have no liability on any errors in the final outcome.

## **9. Colour Disclaimer (Litho Offset)**

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.

## **10. 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 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.

## **11 EXCARD’s Intellectual Property Rights**

The names, text, images and logos identifying EXCARD, EXCARD GO! 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, EXCARD GO! 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, EXCARD GO! 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, EXCARD GO! or EXCARD Corporation Sdn. Bhd.

## **12. Contributions to the EXCARD Website**

While members are invited to submit any contribution to the EXCARD Website and EXCARD GO! Mobile App (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 or EXCARD GO! Mobile App.

## **13. Privacy Policy**

13.1 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.

13.2 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.

13.3 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.

13.4 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.

13.5 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.

13.6 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.

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

13.8 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.

#### **14. 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.my](mailto:sales@excard.com.my) or Excard Corporation Sdn. Bhd., 6459, Lorong Ayam Didik 2, Taman Ria Jaya Industrial Park, 08000 Sungai Petani, Kedah Darul Aman, Malaysia.

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