

# City-cardz Terms of Service

## Agreement

By using, accessing or attempting to interact with City-Cardz, or other City-Cardz services, websites, software or any of our licensees services or software (collectively called "services"), the "user" (that's you) agrees to be bound and abide by the terms and conditions of this agreement with City-Cardz.

## Introduction

City-Cardz offers a cloud print platform for third party application owners (called "merchants") and their consumers. City-Cardz operates as the intermediary between many merchant applications and print facilities. We execute production orders on behalf of these merchants and charge them for each transaction.

City-Cardz also offers several services surrounding the platform, including consumer applications. These services may be used by end users (consumers), too.

## Content policy

### General content

Content includes messages, images and other data that you post to forums, groups, websites or services that can be viewed by other users. Content is also the material that you submit for production, publication or other distribution through our services.

When posting content, you keep your copyright. However, you grant City-Cardz the non-exclusive right to post, display, copy, and modify the content and to sell or otherwise transfer that content within the limitations of the operation of the forum, group or other location to which the content was posted.

### Publication terms

When you provide content for publication, production, distribution or sale, additional rules apply. Users, including - but not limited to - third party application owners ("merchants", people who use City-Cardz as a business-to-business service) and their consumers, grant City-Cardz a non-exclusive, worldwide, fully-paid and royalty-free license to reproduce and distribute the content they deliver for the purpose of printing and distributing the products that they ordered through their applications or otherwise. Users agree that City-Cardz reserves the right to maintain and store the electronic files for this purpose and to maintain an archival copy.

City-Cardz does not alter the content of a product in any way. We don't proof, edit or change images, texts or other assets. So, City-Cardz is not responsible for the content of any product that is ordered through our services. Don't blame us for misspelled words, factual errors, grammatical mistakes, poor quality pictures and so on. The owners of the third party

applications (the people that we call "merchants") are fully responsible for the content they or their users deliver to us for production, including personal information of users and other people.

## Bad things

However, City-Cardz does not allow content to be submitted that goes against the law in The Netherlands, your own current location, the country of the merchant or the country of the recipient. The final choice of whether an account is in violation of any of these policies is at the sole discretion of City-Cardz. Violation of any of these policies may result in tracking information being stored to identify the offending user, and permanent restriction from holding an account on the service.

We expect all our users to respect the intellectual property of others. However, if you believe that your work has been copied, posted, or used in any way that constitutes copyright infringement (whether on the City-Cardz web site or in any product created using City-Cardz software applications, third party software applications or any of our services), please contact the legal department of City-Cardz. We will investigate the matter and may take the associated content and resulting print jobs out of our systems if necessary. We may even ban the offending user if we see enough reason to do so.

## The Service

### Return policy

Consumers are kindly requested to send their returns to the customer service associated with their merchant. The merchant may file a request for a re-print at City-Cardz within 30 days after the shipping date of the original print job. We will then do a re-print. If the return is due to the content of a product, rather than the physical aspects, City-Cardz will bill the merchant for both the print and the re-print. This also goes for products that are returned due to a clearly erroneous use of our services on behalf of the merchant. In general, we tend to be friendly people, so don't worry too much about the last one.

Just one more thing about quality. Because we use multiple factories in several regions, minor differences may occur across products printed by our different printing partners - even for the same product. For example, these differences could be - but are not limited to - slight variances in color, binding and paper gloss.

If you have a question about charges made to your account, please contact us immediately. If the charges were made in error, we will immediately credit your account or credit card account for the appropriate amount. However, any user who repeatedly disputes credit card payments that are found to be valid might be permanently blacklisted and barred from use of the service. If our collection efforts of past due fees and costs fail, unpaid debts will be reported to all available credit reporting agencies.

### Service conditions

- a City-Cardz provides services on an "as is" basis. See the disclaimer for additional rules on this topic.
- b City-Cardz does not validate any information provided by the user for use with services for content, correctness or usability.

- c City-Cardz will not necessarily provide free support for the user in the use and operation of City-Cardz services.
- d Only services and features that are clearly marked as "free" or "no charge" are free or without charge. Everything else provided by City-Cardz is provided for a fee and the user is liable for such fees.
- e The services are only to be accessed and used by those explicitly authorized to do so - to put it simply: you need to have a proper City-Cardz account to be a merchant.
- f Use of City-Cardz services requires a certain level of technology knowledge. The user is required to have the necessary technical knowledge to use our services.
- g The user may not disassemble, decompile, reverse engineer, create a derivative work, copy or display the software code in human readable form except as explicitly provided for in this agreement. See our open source license for the exceptions.
- h Only with the written consent of City-Cardz, the user may rent or lease or provide the services as-is to third parties. Give us a call if you would like to do this.
- i Pre-publishing, marketing, distribution, and other tools and services are available through our website. These may include links to websites outside of the City-Cardz services. Once you visit one of those sites, you are subject to the policies of that new site. City-Cardz is not responsible for these policies whatsoever.

## City-cardz Software License

City-Cardz software, including but not limited to the City-cardz site, City-cardz apps, and City-cardz facebook apps are the sole property of City-Cardz and may therefore not be copied, modified or in any other way reused without written permission by City-cardz.

## Liability and Warranties

### Liability

- a Under no circumstances, including negligence, shall City-Cardz be liable for any damages that result from the use of or inability to use the our services.
- b City-Cardz will not accept liability for damage or loss of any files, orders or content.
- c Notwithstanding the above, exclusive remedies for all damage and loss shall not exceed the aggregate dollar amount which were paid directly to City-Cardz for the production and distribution of the damaged products, whether by a merchant or an end user.

### Warranties

- a City-Cardz makes no warranties or representations of any kind, whether expressed or implied for the services.
- b Use of our services is at the user's own risk. City-Cardz or partners do not warrant that the services will not be interrupted or error free; nor do we make any warranty as to the results that may be obtained from the use of the services or as to the accuracy, reliability or content of any information service or merchandise contained in or provided through the City-Cardz service, unless otherwise expressly stated in this agreement.
- c City-Cardz disclaims any warranty of merchantability or fitness of the services for any particular purpose.
- d Under no circumstances will City-Cardz bear any responsibility for any damages arising as a consequence of scheduled system unavailability. Outages for maintenance, upgrade or repair will be announced on the City-Cardz blog.

# Privacy Policy

Thank you for visiting the City-Cardz website and reviewing our privacy policy. Our privacy policy is clear: we will collect no personal information about you when you visit our website unless you choose to provide that information to us.

For site security purposes and to ensure that this service remains available to all users, City-Cardz employs software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage.

Unauthorized attempts to upload information or change information on this service are strictly prohibited and may be punishable under international law.

If you do nothing during your visit but browse through the website, read pages, or download information, we will gather and store certain information about your visit automatically. This information does not identify you personally.

We automatically collect and store only the following information about your visit.

- The Internet domain (for example, "somecompany.com") and IP address from which you access our website;
- The type of browser and operating system used to access our site;
- The date and time you access our site;
- The pages you visit; and
- If you linked to the City-Cardz website from another website, the address of that website.

If you choose to provide us with personal information by sending an e-mail to City-Cardz, or by filling out a form with your personal information and submitting it through our website, we use that information to respond to your message and to help us provide you with information that you request. If you submit your resume through our website, we use your personal identification information only in considering your application for employment. We do not collect personal information for any other purposes. The information you provide is not given to any private organizations or private persons. City-Cardz does not collect or use information to sell to commercial marketing hawks.

Our website has links to the websites of many other organisations. Once you visit another site, you are subject to the privacy policy of the new site.

## About our software, web-sites and apps

Information on this site or in any of its assets is solely provided for general information purposes, on an as is basis. Despite our efforts, it might not be accurate, complete, up to date or applicable to any particular case.

The information may relate to products or services that are not available in your part of the world or country. We make no representations and disclaim all warranties, express or implied, including without limitation warranties of suitability and fitness for a particular purpose or non-infringement.

We will not be liable for any special, direct, indirect, consequential or punitive damages or loss (including, but not limited to, lost revenues or profits, business interruption and loss or

damage of data or software) whether in contract, statute, negligence or any other tort or otherwise, arising in or out of connection with the inability to use or the use of this website, its assets or our software - or any action or failure to act taken in reliance on the information in it or any linked site.

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- will be error free or uninterrupted;
- that any errors will be corrected;
- are free of any type of virus or other harmful code or compatible with any specific computer system or third party software.

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