

General Terms and conditions (gtc)

These are the general terms and conditions of the website www.bonnyprints.co.uk (hereinafter: website), operated by Ecards and more GmbH (hereinafter: Ecards).

Ecards and more GmbH

represented by the directors Dr. Peter Stiller and Tomas Stiller

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Lower Ground Floor

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Registered at the Municipal Court Berlin-Charlottenburg, HRB 112 111 B

USt-IdNr.: DE 258431718

§ 1 Saving options and viewing of the wording of the contract

- (1) You can view these general terms and conditions with the inclosed terms of the contract on our shop site www.bonnyprints.co.uk.

§ 2 Scope, conflicting gtc

- (1) The following terms and conditions regulate the relation of Ecards and the users as well as their legal successors when making use of the website's service, features and supply.
- (2) Contrary terms and conditions by users are of no significance, even if Ecards does not object in individual cases.

§ 3 Conclusion of the contract

- (1) The presentation of performances in particular in brochures, advertisements and on the internet does not constitute a binding offer by Ecards.
- (2) By clicking the button "Send order" you place a valid order of the products placed in the shopping cart. The confirmation of the receipt of your order takes place together with the acceptance of your order directly on sending by an automatical e-mail. With this order confirmation by e-mail the contract of purchase is achieved.
- (3) When paying in advance manufacturing and delivery of the ordered print products will only proceed when the full amount has been credited on our account. Should we not receive your payment by due date within three weeks after order confirmation, we can withdraw from the contract with the effect that the booking will be cancelled and we are free from obligation of delivery. The order will be terminated without further consequences for both parties.
- (4) We will save the contract and send you the order data and our general terms and conditions per email. You can also see the general terms and conditions here. For security reasons, your order data will no longer be accessible over the internet.

- (5) Ecards reserves the right to refuse user proposals in individual cases. User proposals can be rejected if the order deviates from the Ecards requirements or if the user is known to be unworthy of credit.

§ 4 Contract services

- (1) By agreeing to the conditions of the contract the user authorises Ecards to produce and post one or more printed products.
- (2) For the printed product photo book Ecards provides the user with a free software (hereinafter: software). This software enables the user to process and upload information and images for the print production on the Ecards browser.
- (3) To reduce waiting time, the upload will start automatically as soon as the user connects to the internet and inserts an image into the photo book preview via the software. The upload will only be completed after the user has ordered. If the upload is not completed within three months from its start, Ecards will delete all transferred data from its browser.
- (4) Ecards bestows the user with a simple, untransferable right of utilisation for personal use. For details please view the End User Licence Agreement (EULA).

§ 5 User's Liabilities/responsibilities and obligations

- (1) The user is solely responsible for content and information which he provides during the process of creating a printed product or in the process of ordering. By uploading data the user certifies that he has the right to distribute and reproduce content and material of the data.
- (2) The user guarantees that content and material of uploaded data do not violate existing law.
- (3) The user guarantees in particular
 - (a) that no illegal glorification of violence, race baiting submissions, material, and content, means of propaganda, features of unconstitutional parties or their substitute organisations, violence instructions, pornographic submissions, material, and content regarding sexual violation of children or sexual activities with animals, discriminating remarks or depiction of race, gender, religion, nationality, disability, sexual preferences, and age will be uploaded or transferred;
 - (b) that no law for the protection of youth or penal law will be violated. This applies in particular to the legal regulations §§ 184 ff StGB (distribution of pornography) , 185 ff StGB (perpetrating threats, insulting or defamatory) as well as the laws regarding the protection of minors.
 - (c) that the submissions (words and images in particular), content, and material transferred to Ecards does not infringe copyright, trademark law, or any other law regarding protection of a third party, personal right, or any other rights of a third party.
- (4) The user permits Ecards a simple right of utilisation for production purposes of print products regarding the transferred data and image products.
- (5) The user guarantees to refrain from the use of mechanisms, software, scripts, or other appliances regarding the use of the website, in particular no automatic order inquiries through Robots, for example.

§ 6 Inspection, Blocking and Deletion of Content

- (1) Ecards reserves the right, but dispenses from the obligation, to inspect the content transferred by the user regarding the abidance of law and order and to act accordingly to avoid infringement.

§ 7 Copyright; Advertising; legal guarantee

- (1) The user agrees that content provided by the user, words and images in particular, may be used to complete the respective order. The download and duplication of the website's content (e.g. examples or previews) for purposes other than information and order through Ecards services is explicitly prohibited.
- (2) Ecards is furthermore entitled to display their logo and/ or name of the designer on their products

§ 8 Terms of delivery and payment

- (1) The purchase is due for payment at contract conclusion.
- (2) The payment of the purchase occurs according to the user's choice of payment enlisted in the payment possibilities. Payment is possible via prepayment, direct debit, or credit card. Ecards reserves the right to restrict possibilities of payment for certain orders (e.g. express orders).
- (3) Ecards can handle its payment procedures through a payment service provider who bears its costs. Billing information (e.g. invoice), confirmation, and other information will be sent to the email address the user provided during the process of ordering.
- (4) By purchase through invoice payment is due on the calendar day stated in the invoice (20 calendar days after the date of the invoice) to our external partners Billpay GmbH [Billpay GmbH, Saarbrücker Straße 20/21, D-10405 Berlin, www.billpay.de]. Payment by invoice does not apply to all offers and requires a successful credit assessment through Billpay GmbH. Please note our data protection statement on data security for credit assessment. If the consumer is permitted to payment via invoice, payment will advance in cooperation with Billpay GmbH, to whom we assign our payment claims. In this case the customer can only make payments with debt-discharching effect to Billpay GmbH. On payment via invoice we remain responsible over Billpay for general customer inquiries (e.g. products, delivery times, shipping) returns, complaints, revocation reclamation, submissions, or credit.
- (5) All prices are quoted including VAT at current rates (VAT).
- (6) Should customer fail to settle, and in particular reverse an effected payment, or should circumstances come to the attention of Ecards that question customer's creditworthiness, Ecards is entitled to demand immediate payment of all outstanding amounts.
- (7) In case of returned debit notes in direct debit transactions, or reversed credit card transactions, Ecards reserves the right to charge a reasonable handling fee in each case, except in cases where the customer is not responsible for the returned debit note or reversed credit card transaction.

- (8) All prices and additional costs will be calculated according to the price lists supplied at the point of ordering.
- (9) Should Ecards be billed for additional shipping costs due to customer quoting an incorrect delivery address, or an incorrect addressee, said costs are to be borne by customer, except where customer is not liable for the incorrect statements. If a delivery to the user is not possible because the user is not present at the declared delivery address, despite the user having been duly informed of the time of delivery, the user must cover the costs of a failed delivery.
- (10) Deliveries into non-Eu countries require additional additional tolls, taxes and fees. Further information on taxes you can find [here](#).

§ 9 Reservation of property; compensation; right of retention

- (1) Should the customer be in default of payment of the purchasing price, Ecards reserves the right to repossess the items subject to retention of ownership. If the customer is a business owner following terms and conditions of business, or a legal person of public law, we will claim the right to ownership of the item until all outstanding debts that resulted from the business contract with the purchaser have been settled. The corresponding safety rights may be transferred to a third party.
- (2) You are entitled to setoff only with legally effective counterclaims or when these are undisputed with us. You only have the right of retention if your claim is based on the same contractual relationship.
- (3) If our customer is behind with payment obligations, outstanding claims will be due immediately.

§ 10 Warranty

- (1) Information, drawings, figures, technical data, weights, measures and descriptions of features published in brochures, catalogues, circular letters, advertisements or price lists are for information purposes only. Ecards accepts no liability for the accuracy of these details. The type and scope of delivery are subject only to the details specified in the order and confirmation of order.
- (2) Ecards guarantees the manufacturing of the print products according to the user's design and specifications and will deliver the appropriately stamped print products duly and immediately within the delivery time stated in the order to a mail-order firm selected by Ecards (e.g. your delivery, yodel).
- (3) For technical reasons, minor differences between the preview and the end product may occur (e.g. colour deviation, margins etc).
- (4) No guarantee is given against fading or for the waterproofing capability of printed products, except in cases where a written guarantee to the contrary is issued (e.g. UV coated printing process or lamination). Ecards points out that printed products are designed exclusively for use in closed rooms.
- (5) In case of justified and timely complaints by the user, Ecards may for the time being supply before the user can claim his/ her rights of reduction and change after a failed delivery.

§ 11 Limitation/ Duty to inspect and duty to claim

- (1) The limitation period for claims against warranty for defects is 24 months and begins with the handover of the product. If the customer is a business owner (Sect. 14 BGB), the period is 12 months after handover of the product.
- (2) Section 1 does not apply to the liability for losses or death, injury or damage which are connected to an intentional or negligent breach of duties by Ecards or an intentional or negligent breach of duties by a legal representative or assistant from Ecards.
- (3) Section 1 does not apply to the liability of damages resulting from harm to life, the body or health which or are connected to an intentional or negligent breach of duties by Ecards or an intentional or negligent breach of duties by a legal representative or assistant from Ecards.
- (4) For business owners, the legal provisions, duty to inspect and duty to claim apply in line with HGB German Commercial Code.

§ 12 Liability

- (1) Except in cases of damage to life and limb, and serious breach of contract, Ecards shall be liable only for damage caused by deliberate act or gross negligence. This applies also to immediate consequential damage such as lost profits.
- (2) The liability towards consumers, except intentional or negligent breach of duties or damage to life and limb and infringement of fundamental contractual obligations (cardinal obligations) is limited to the damages that can be reasonably foreseen at conclusion of the contract but only up to the amount of average damages and indirect consequential loss, in particular loss of profit.
- (3) Liability towards companies, except in cases of deliberate act or gross negligence, or damage to life, the body or health, and serious breach of contract and infringement of fundamental contractual obligations (cardinal obligations), is restricted to damage typically foreseeable on conclusion of the contract, and limited to the average amount of damages typical for this form of contract. This applies also to immediate consequential damage such as lost profits.
- (4) The liability limitations in paragraphs 1 to 3 applies in kind in favour of the staff and agents of Ecards.
- (5) This does not affect your statutory rights under product liability law.

§ 13 User indemnity against liability

- (1) The customer will free Ecards from all claims, which other users or third parties enforce due to a violation of their rights by the customer regarding content, data, statements, information or abusive behaviour towards Ecards. The user thereby bears the costs of the necessary legal defence of Ecards. This doesn't apply if the infringement is not caused by the user.

§ 14 Involvement of third parties

- (1) Ecards is authorised to commission third parties with the provision of parts or the whole business activities.

§ 15 privacy-policy

- (1) Regarding privacy-policy please observe our privacy-policy statement.

§ 16 Withdrawal rights and instructions

- (1) Withdrawal rights:

You may revoke your contractual statement within 14 days, without stating reasons, in writing (e.g. letter, e-mail, fax) or by returning your order, if your order is dispatched to you within the withdrawal period. The withdrawal period commences after receipt of these instructions in written form, however, not before receipt of goods by the customer (for repeat deliveries of similar goods, not before receipt of the first partial delivery) and not before we have fulfilled our obligation to instruct pursuant to Art. 246 Section 2 in combination with Section 1 (1,2) of the Introductory Law to the German Civil Code and our obligations pursuant to Section 312e (1) para. 1 German Civil Code in combination with Art. 246 Section 3 Introductory Law to the German Civil Code. The timely dispatch of the withdrawal or the goods shall be deemed sufficient for compliance with the withdrawal term. The withdrawal must be sent to:

Ecards and more GmbH
Suite 16025
Lower Ground Floor
145-157 St John Street
London
EC1V 4PW
E-Mail: service@bonnyprints.co.uk.

Please note: You are not entitled to right of withdrawal in case of contracts concerning deliveries manufactured to your specifications, or obviously customised to meet your personal requirements, or whose characteristics make them unsuitable for returning.

- (2) Withdrawal consequences:

In case of valid withdrawal, all considerations received by either party and any utilisation (e.g. interest) shall be returned. If you are unable to return the goods/services provided in full or in part, or only in impaired state, you may be obliged to provide compensation for lost value. In the case of goods surrendered this does not apply if the deterioration of the goods is brought about solely by a tryout thereof - such as would have been possible e.g. in a retail shop. You can avoid being held liable to provide compensation for lost value in case of orderly use of an item, by not using the item as if it were your own property and avoiding any actions that could impair the item's value. Goods which can be returned as packages are to be returned at our cost and risk. Goods which cannot be returned as packages will be picked up from your address. Obligations to refund payments must be fulfilled within 30 days. This period commences for you when you issue notice of withdrawal, or dispatch the goods, and for us on receipt of the same.

§ 17 Destruction of transferred data

- (1) All originals and documents sent by customer to Ecards for performance of the order, and especially digital storage media, are not returned by Ecards, but destroyed after fulfilling the contract. On express request by the customer, Ecards will return the documents submitted by the customer to the customer. The customer must bear the costs of return shipment.
- (2) Ecards reserves the right to create a backup copy, especially of customer's originals, materials and content submitted by digital means, in order to comply without delay with customer's request for remedying of defects. The data in the backup copy will be used by Ecards only for the purpose of remedying defects. After the warranty period has expired, Ecards will immediately destroy the backup copy.

§ 18 Jurisdiction, Applicable Law and Severability

- (1) The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. This does not affect mandatory provisions of the state in which the customer has his/her place of abode.
- (2) If the customer is a business owner, a body corporate under public law, or a special fund under public law, or does not have a general court of jurisdiction in Germany, or moves his/her/its abode to a foreign country after conclusion of the contract, or if the place of abode is unknown at the time of bringing an action, the court of jurisdiction and place of performance shall be Ecard's registered offices.
- (3) If any provision of this agreement should be invalid or inapplicable or become invalid or inapplicable after the contract has been concluded, this shall not affect the enforceability of the remaining provisions.

Effective: April 2011