

Terms and conditions of sale and use

1. Area of application

1.1 These General Terms of Sale and Use apply as of right between POSTOCARDS and any visitor or user of the service (hereafter, a "User") offered on Postocards sites or any other domain name operated by the brand, as well as on Postocards applications or any other application marketed by the brand (hereafter together, the "Site").

They can be accessed and printed at any time by a direct link to the bottom of the Site page.

POSTOCARDS offers its Users an online service that allows the editing, publication, digital preservation and sending of personalized postcards/photos, via the Site (hereafter, the "Services").

1.2 The sale can take place all over the world.

2. Operator of Site and Services

The Site and Services are operated by the company ISLAND CENTRAL LLP , a company with limited responsibilities.

CENTRAL ISLAND can be contacted at the following contact information, including for any complaints:

Email: admin@postocards.com, Info@postocards.com

3. Access to the Site and Services

3.1 Legal capacity

The Site and Services are accessible:

To any natural person with the full legal capacity to commit under these terms and conditions. The natural person who does not have full legal capacity can access the Site and Services only with the consent of his legal representative.

To any legal person acting through a natural person with the legal capacity to contract on behalf of and on behalf of the corporation.

4. Acceptance of terms and conditions

The acceptance of these terms and conditions is materialized by a check box in the registration form. This acceptance can only be full and complete. Any conditional membership is considered null and void. Users who do not agree to be bound by these terms and conditions must not access the Site or use the Services.

5. Registration on the Site

5.1 The use of the Services requires the User to register on the Site, via his personal Facebook account, or by creating a personal account by filling out the form provided for this purpose. The User must provide all information marked as mandatory. Incomplete registration will not be validated.

Registration automatically leads to the opening of an account in the user's name (hereafter: the "Account"), giving them access to a personal space (hereafter: the "Personal Space" that allows him to manage his use of the Services in a form and in the technical means that POSTOCARDS deems most appropriate to make those Services.

The User ensures that all the information he gives in the registration form is accurate, up-to-date and sincere and is not tainted by any misleading character.

It undertakes to update this information in its Personal Space in case of changes, so that it always corresponds to the above criteria.

The User is informed and accepts that the information entered for the purpose of creating or updating his Account is worth proof of his identity. The information entered by the user engages it as soon as it is validated.

5.2 Users can access their Personal Space at any time after identifying themselves using their login ID and password.

The User undertakes to personally use the Services and not to allow any third party to use them for him or her, except to bear full responsibility for them.

It is equally responsible for maintaining the confidentiality and security of its ID and password, as any access to the Site using them is deemed to be carried out by the User. The latter should immediately contact POSTOCARDS at the details mentioned in Article 2 of these articles if he notices that his Account has been used without his knowledge. It recognizes POSTOCARDS' right to take all appropriate measures in such cases.

In the user profile are available the fields to fill out for legal people.

An invoice will be sent automatically by email for each order made.

Appendix - Retraction Form

(Please complete and return this form only if you wish to withdraw from the contract.)

Attention: POSTOCARDS

info@postocards.com or admin@postocards.com

6. Description of Services and Products

6.1 Services allow editing, publication, digital retention and the sending of personalized postcards/ photos by the User from the Site by post.

6.2 Their front is composed of a photograph of a personal image of the User downloaded from his computer, smartphone, tablet or via SITE. The back consists of the message addressed to the recipient of the postcard and, for the cards sent by post, the contact information of the recipient. Various options will be available to better customize the postcard.

6.3 The recipient of the card may be domiciled in any country in the world.

6.4 POSTOCARDS prints and deposits cards at the postal service within a maximum of 72 hours excluding weekends and holidays. Except in cases of force majeure.

6.5 Postcards are rectangular 10 by 15 cm.

6.6 In order to use the Services, you must have access to the Internet. The User must have any necessary hardware, including a computer, tablet or smartphone or any other connection tool, to ensure this connection to the Internet and the download of digital data, files and photographs.

6.7 Any Account inactive for five (5) years following its last use will be deactivated, resulting in the removal of available Credits, the use of which is described in the article "Credits".

6.8 POSTOCARDS reserves the possibility of offering any other Service it deems useful, in a form and according to the technical features and means that it will consider most appropriate to render those Services.

7. Order

7.1 The User orders Services over the Internet, by logging into their Account (hereafter, a "Command"). Once on his account, he selects the desired products and makes the payment, by bank card, via the system offered on the Site.

7.2 POSTOCARDS cannot be held responsible for any failures that occur during the Order process.

7.3 Any order reached to POSTOCARDS is deemed firm and final. It is the subject of an email acknowledgement. In the absence of receipt of the latter, the User should contact POSTOCARDS at the contact details mentioned in Article 2.

7.4 The User can cancel an Order by contacting POSTOCARDS at the address listed in Article 2, as long as the postcard has not been completed.

The User will no longer be able to change the address of sending a postcard.

7.5 Any Order expressly implies full adherence to these General Terms of Sale and Use that prevail over all other conditions. By validating the orders, the user accepts the full terms and conditions.

7.6 The order validation date is the date of online credit card payment.

8. Price - Payment

8.1 The prices of the Services sold are those listed on the Site on the day of the Order.

8.2 POSTOCARDS reserves the right to change its prices at any time but undertakes to apply the current rates that will have been indicated to the User at the time of registration of its Order. The prices of the Services are, by default, expressed in euros, all taxes included, including delivery fees. However, they may also be expressed in the country's national currency where the order is placed

8.3 Payments are made by credit card. Payments are made via secure systems ensuring that the information transmitted is encrypted by software and that no third party can read it during transport on the network. POSTOCARDS does not have access to these contact information.

8.4 The Order is validated and processed by POSTOCARDS upon confirmation of payment. POSTOCARDS reserves the right to suspend or cancel any execution of an Order, regardless of its nature and level of execution, in the event of default or partial payment of any amount owed by the User, in the event of a payment incident, or in the event of fraud or attempted fraud relating to the use of the Site, including in previous orders.

8.5 If the User has credits on his Account worth several postcards (hereafter, "Credits"), his Orders are counted from his Credits.

8.6 Single postcards are not refundable.

I hereby notify you of my retraction of the contract for the provision of services below:

Registration on the POSTOCARDS SITE on:

User's name:

User's address:

Signature of the User:

User number:

(only if this paper form is notified)

Date:

9. Credits

9.1 The User has the option to subscribe to Credits (group purchases) worth several postcards, allowing him to access more attractive prices for sending postcards, compared to the price of sending cards individually.

9.2 Credit rates are degressive depending on the amount of cards purchased.

9.3 The value of the Credits depends on the type of card sent:

Sending a standard postcard to a recipient - a Credit;

9.4 When the same card is sent to multiple recipients, as many Credits are deducted as from card recipients.

Users can use their Credits on the condition that they log in at least once every twelve (12) months to their Account.

9.5 If he has not logged in for 12 months and still has Credits on his Account, POSTOCARDS will contact the User with one (1) month's notice to inform him of the need to log into his Account and/or use his Credits. After twelve (12) months without connecting to his Account, the User's Credits are deleted.

9.8 Credits are attached to one Account and cannot be transferred to another Account.

9.9 However, it is possible for a User to offer Credits via gift card, via their Account.

Gift cards are sent directly after payment. On each of them there is a code to insert into the application or on the Site to get the Credits.

Each code is unique and can only be used once by the recipient.

10. Sponsorship

10.1 It is possible for a User to sponsor a future user, via his Account, in order to introduce him to the Services.

10.2 POSTOCARDS reserves the possibility of offering sponsorship offers that it deems useful, in a form and according to the technical features and means it will consider most appropriate.

11. Delivery

11.1 Paid Services are delivered to the address of the recipient indicated in the Order, by postal services in France and internationally.

11.2 The time it takes to receive the card can vary from 2 to 21 working days from the time the order is validated. The time mentioned is an average time, depending on the destination.

Exceeding this deadline may not result in any cancellation of the Order, no reduction in the price paid by the User, and no payment for damages.

11.3 POSTOCARDS reserves the right to refuse to make a delivery or honor an Order from a User who has not fully or partially paid a previous Order or with whom a payment dispute would be under administration.

11.4 Postcards will, as a matter of principle, be enveloped, POSTOCARDS reserves the right to add a promotional letter to publicize its products.

12. Printing and technical limitations

Printing a card is done on digital presses. Our impressions can be made in amalgam (i.e. grouped with work of other clients), or realized un amalgamated. The User fully accepts the technical constraints associated with this type of printing:

- face-to-face shaping tolerances of about 2 mm

Print tolerances per face of about 2 mm

Slight colour variations

In the case of reprinting, even from identical files, the color rendering can never be 100% identical

POSTOCARDS cannot be blamed for defects in printing, colorimetry, police, high, text-hunting, image conversions, assuming these defects are present on the User's files. With regard to the printing of cards with ID-card-sized photos, the rules for identity or passport photos are such that Postocards cannot guarantee that ID-sized photos are compliant in all cases.

13. Right of retraction

If the User is a natural person who uses the Services outside of any professional activity and for his private purposes, he is informed that he has a right of withdrawal of a period of 14 (fourteen) days from his registration on the Site. It may exercise this right by sending to POSTOCARDS the contact details mentioned in Article 2, before the expiry of the aforementioned period, the form contained in the Appendix of these terms and conditions or any other statement, unambiguous, expressing its willingness to retract.

The User is, however, expressly informed and accepts that, if he sends a postcard according to the terms and conditions of Articles 6 and 7, before the expiration of the above deadline, POSTOCARDS will then have fully implemented its Services before the end of the withdrawal period. Accordingly, the User expressly waives, in this case, his right of withdrawal, which cannot therefore be exercised.

14. User Bonds

Without prejudice to the other obligations provided here, the User undertakes to comply with the following obligations.

14.1 The User undertakes, in his use of the Services, to respect the laws and regulations in force and not to infringe the rights of third parties or public order.

It is solely responsible for the proper completion of all administrative, tax and/or social formalities and all payments of dues, taxes or taxes of any kind that it owes, if any, in connection with its use of the Services. POSTOCARDS cannot be liable in this regard.

14.2 The User expressly undertakes to provide POSTOCARDS with sincere and genuine information about him. This information, transmitted as part of the Orders, is indeed necessary for the processing, sending and tracking of orders. POSTOCARDS is authorized to record and use, by computer processing, the information provided by the User. POSTOCARDS will be able to send mail or electronic mail to anyone who has provided their contact information and have consented to it.

14.3 The User acknowledges that he has become aware of the characteristics and constraints, including technical ones, of all the Services. It is solely responsible for its use of the Services.

14.4 The User undertakes to make strictly personal use of the Services. As a result, it prohibits the transfer, grant or transfer of all or part of its rights or obligations under these rights or obligations to a third party in any way.

14.5 The User undertakes to provide POSTOCARDS with all the information necessary to ensure the smooth running of the Services. More generally, the User undertakes to cooperate actively with POSTOCARDS in order to carry out these cases.

14.6 The User is solely responsible for the content of any kind (editorial, graphic, photographic or other, including the name and/or image possibly chosen by the User to identify it on the Site, as well as the photos and texts used for postcards) that he disseminates within the framework of the Services (hereafter referred to as "Contents").

It guarantees POSTOCARDS that it has all the rights and permissions necessary to broadcast these Content.

It undertakes that such Contents be lawful, do not infringe on public order, morals or the rights of third parties, do not violate any legislative or regulatory provisions and, more generally, are in no way likely to jeopardize the civil or criminal liability of POSTOCARDS.

The User thus refrains from broadcasting, in particular and without this list being exhaustive:

Pornographic, obscene, indecent, offensive or unsuitable content for a family audience, defamatory, abusive, violent, racist, xenophobic or revisionist,

Counterfeit Content,

Content that is infringing in the image of a third party,

Content that is deceptive, misleading or that offers or promotes illegal, fraudulent or deceptive activities,

Content harmful to third-party computer systems (such as viruses, worms, Trojans, etc.),

- and more generally Content that may infringe the rights of third parties or be harmful to third parties in any way and form.

14.7 The User undertakes that each person represented on these Contents has given their consent for the use and dissemination of their image. Only single reproduction is allowed for the user's strictly private use. Any further reproduction, distribution, transmission or publication without the prior consent of the rights holders is prohibited.

POSTOCARDS reserves the right to terminate access to the User Service transmitting Content Disputed Without any prior procedure.

14.8 The User acknowledges that the Services offer him an additional, non-alternative, solution to send postcards and that this solution cannot replace the other means that the User may otherwise have to achieve the same objective.

14.9 The User must take the necessary steps to safeguard by his own means the information of his Personal Space which he deems necessary, of which no copy will be provided to him.

14.10 The User is informed and accepts that the implementation of the Services requires that it be connected to the internet and that the quality of the Services depends directly on that connection, for which it is solely responsible.

15. Guarantee

The User guarantees POSTOCARDS against any complaints, claims, actions and/or claims that POSTOCARDS may suffer as a result of the violation by the User of any of its obligations or guarantees under these terms and conditions.

It undertakes to compensate POSTOCARDS for any harm it would suffer and to pay it any costs, charges and/or convictions it may have to bear as a result.

16. Prohibited behaviour

16.1 It is strictly forbidden to use the Services for the following purposes:

The conduct of illegal, fraudulent or infringing activities on the rights or security of third parties,

Violation of public order or violation of applicable laws and regulations,

Intrusion into a third party's computer system or any activity likely to harm, control, interfere, or intercept all or part of a third party's computer system, violating its integrity or security,

Sending unsolicited emails and/or prospecting or soliciting commercially,

Manipulations designed to improve the referencing of a third-party site,

Aid or inducement, in any form and in any way, to one or more of the acts and activities described above,

- and more generally any practice that diverts services for purposes other than those for which they were designed.

16.2 Users are strictly prohibited from copying and/or diverting the concept, technologies, all or part of the data or any other element of the POSTOCARDS Site for their or third party purposes.

16.3 Are also strictly prohibited: (i) any behaviour likely to interrupt, suspend, slow or prevent the continuity of services, (ii) any intrusions or attempted intrusions into POSTOCARDS systems, (iii) any diversion of the Site's system resources, (iv) any actions likely to impose a disproportionate burden on the site's infrastructure, (v) any breaches of security and authentication measures, (vi) any acts likely to infringe the financial, commercial or moral rights and interests of POSTOCARDS or users of its Site, and finally more generally (vii) any breach of the present terms and conditions.

16.4 It is strictly forbidden to monetize, sell or grant all or part of the access to the Services or the Site, as well as to the information that is hosted and/or shared there.

17. Sanctions for breaches

In the event of the User's breach of an essential obligation arising from these terms and conditions, POSTOCARDS reserves the right to suspend or terminate its access to all or part of the Services, with immediate effect, by letter, fax or email. The resolution takes effect as of right on the date posted by POSTOCARDS of the written address to the User under this clause. It automatically and without prior notice the deletion of the User's Account, without prejudice to the other consequences possibly induced under these terms and conditions.

18. POSTOCARDS liability and warranty

18.1 POSTOCARDS undertakes to provide the Services diligently and in accord with the rules of art, being specified that it has an obligation of means, to the exclusion of any obligation of result, which the Users expressly acknowledge and accept.

18.2 POSTOCARDS does not guarantee users (i) that the Services, subject to constant research to improve performance and progress, will be completely free of errors, defects or defects, (ii) that the Services, being standard and by no means offered solely to a given User according to its own personal constraints, will respond specifically to its needs and expectations.

18.3 In any event, the liability liable to postOCARDS under these cases is expressly limited to the only proven direct damage suffered by the User.

18.4 POSTOCARDS cannot be held responsible for delays, disruptions to postal services, transport and/or communication, or in the event of force majeure that would defeat or delay the handing over of the cards.

POSTOCARDS cannot be held responsible for a delay in delivery or a loss of the card that is not directly attributable to it. The delivery times mentioned on the Site are only indicative and may be subject to change.

No damage related to the transport of the cards will jeopardize the contractual responsibility of POSTOCARDS.

18.5 Cards transmitted under the Service are private correspondence, and postOCARDS therefore has no prior control over messages or photographs and other content sent.

Accordingly, POSTOCARDS cannot be held responsible for Content, the authors of which are third parties, any possible claim to be directed primarily to the author of the Content in question.

Content harmful to a third party may be notified to POSTOCARDS under the terms of the country's law or POSTOCARDS at its head office, with POSTOCARDS reserving to take the measures described in the article "Sanctioning Breaches" and to transmit such Content to the authorities.

Files stored, used and transmitted as part of the Service are the sole responsibility of the User. Therefore, only the User of the service will assume both civil and criminal responsibility for the content transmitted via the Service. The User refrains from storing, downloading or sending any data that is prohibited, illegal, illegal, contrary to morals, decency, or public order and which infringes or is likely to infringe the rights of third parties.

18.6 POSTOCARDS cannot be held responsible by a third party in the event of misuse of the Service, especially if the User sends an excessive amount of postcards.

POSTOCARDS cannot be held responsible for the indirect harm that the User may suffer when the Service is provided or used. The parties acknowledge that, among other things, any moral, commercial or financial harm and any action directed against the User by a third party are considered to be indirect harm, as this list is not exhaustive.

18.7 Cards can be sent to unwanted recipients if the address indicated at the time of the Order is not correct. In this case, POSTOCARDS cannot be held responsible.

18.8 The User undertakes to reimburse POSTOCARDS for any claim, claim or conviction signed as a result of non-compliance with these Terms of Use and/or messages sent via the Service.

18.9 POSTOCARDS reserves the right, at any time, to change or permanently modify or discontinue all or part of the Service without having to inform Users beforehand. POSTOCARDS cannot be held liable against Users or any third party for any change, suspension or interruption of the Service.

In addition, POSTOCARDS undertakes to carry out regular checks to verify the operation and accessibility of the Site. As such, POSTOCARDS reserves the ability to temporarily interrupt access to the Site for maintenance reasons. Similarly, POSTOCARDS cannot be held responsible for the temporary difficulties or impossibility of access to the Site which would originate from circumstances outside it, force majeure, or which would be due to disruptions of telecommunications networks.

18.10 THE responsibility of POSTOCARDS. cannot be incurred for any inconvenience or damage inherent in the use of the Internet network and totally outside the stagecoaches and precautions taken by POSTOCARDS. In particular, any disruption in the provision of the service, or any external intrusion or presence of computer viruses, cannot be the responsibility of POSTOCARDS.

18.11 The quality of the prints of the photographs on the front of the postcards depends on the equipment and cameras used. The User agrees that the rendering of the photos on the paper card is less clear than on his screen. POSTOCARDS cannot therefore be held responsible for the poor quality of the photograph that would be due to the User's material. POSTOCARDS could no longer be held responsible for the poor quality of the photo print due to poor quality or poor resolution of the photo uploaded as part of the service.

19. Intellectual property

Systems, software, structures, infrastructures, databases and content of any kind (texts, images, visuals, music, logos, trademarks, database, etc.) operated by POSTOCARDS within the Site are protected by all intellectual property rights or rights of existing database producers. All disassembly, decompilations, decryptions, extractions, reuses, copies and more generally, any acts of reproduction, representation, dissemination and use of any of these elements, in whole or in part, without the permission of POSTOCARDS are strictly prohibited and may be prosecuted.

20. Personal data

POSTOCARDS has a privacy policy, the features of which are spelled out in the "Privacy Charter" document, which the User is expressly invited to read

21. Duration of Services

The Services are underwritten indefinitely.

The User can opt out of the Services at any time, by sending a request to POSTOCARDS by email, to the contact details mentioned in Article 2.

The opt-out is effective within a maximum of 7 (seven) days from this request. It automatically deletes the User Account.

22. Changes

POSTOCARDS reserves the right to amend these terms and conditions at any time.

The User will be informed of these changes by any useful means.

Users who do not accept the amended terms and conditions must opt out of the Services under the terms of the "Service Duration, Disinsubscription" section.

Any User who uses the Services after the amended terms and conditions come into effect is deemed to have accepted these changes.

23. Language

In the event of a translation of these terms and conditions into one or more languages, the language of interpretation will be the French language in the event of a contradiction or dispute over the meaning of a term or provision.

24. Applicable law and jurisdiction

These terms and conditions are governed by Luxembourg law.

In the event of a challenge to the validity, interpretation and/or enforcement of these terms and conditions, the parties agree that the Luxembourg courts will have sole jurisdiction to judge them, unless there are mandatory rules of procedure to the contrary.

25. Convention of Evidence

The User expressly acknowledges and accepts:

(i) that the data collected on the POSTOCARDS Site and computer equipment demonstrate the reality of the operations that have taken place in these contexts,

(ii) that this data is the primary form of evidence admitted between the parties, particularly for the calculation of amounts due to POSTOCARDS.

The user can access this data in his User account.