

# ORMS PRINT ROOM & FRAMING

## TERMS & CONDITIONS

**PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY ACCESSING THIS WEB SITE YOU AGREE TO BE BOUND BY THE TERMS & CONDITIONS STATED BELOW. SHOULD YOU NOT AGREE WITH ANY OR PART OF THESE TERMS & CONDITIONS YOU ARE ADVISED NOT TO ACCESS THIS WEBSITE.**

### 1. TERMS OF USE

By using our service, (herein referred to as "Service") you are deemed to have read and accepted the terms and conditions, hence forming a legal binding agreement between ORMS PTY LTD (herein referred to as "Orms Print Room & Framing", "us", "our", "we" and their affiliates)

All orders are accepted according to these terms and conditions. By using the Orms Print Room & Framing software or website you accept these terms and conditions. To make use of our service and order our products online, you may need to download our FREE Layout Software (herein referred to as "Software")

### 2. SOFTWARE LICENSES, COPYRIGHT AND OWNERSHIP OF CONTENT

Our FREE Layout software may only be used to compose and order a photo product offered by Orms Print Room & Framing and our affiliates. All Software material, information and content furnished by Orms Print Room & Framing is protected by copyright and other applicable and relevant laws. All rights are reserved worldwide. It is strictly prohibited to re-distribute copy or republish any such material without written permission of the copyright owner.

You agree that you will not decompile the software, undertake, cause, permit or authorise the modification, creation of derivative works, translation, reverse engineering, disassembling or hacking of the Software. Such action will be deemed criminal and offenders will be prosecuted to the full extent of the law.

### 3. THIRD PARTY LINKS

In an attempt to provide increased value to our users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

### 4. ABOUT YOUR CONTENT

When you have completed the design of your product, you may upload it to us through our Layout Software or provide us with a print ready PDF file (that meets our required specifications).

The context of this design includes without limitation, text and photographic images, illustrations and works of authorship as part of your use of the Service.

Under these terms and conditions you may not use any of our services for illegal or fraudulent purposes, and may NOT place any of the following material in the design of your product:

1. Any unlicensed copyrighted materials from photographers, artists, publishers, composers, writers, or any other authors of original works. The copyright owner's exclusive rights prohibit the reproduction of any original work without their consent. You are responsible for all possible consequences of unlawful use of protected data.
2. Any material that is unlawful, indecent, pornographic, obscene, lewd, filthy or vile or is inappropriate and harmful to children in any way
3. Any material that is a threat to injure the personal property or reputation of another person, a threat to accuse any person of a crime, a threat to inform another that a person has violated any law of South Africa, or a threat of blackmail.
4. Any material promoting racism or hatred against an individual or group. As well as any defamatory remarks directed at any other person or company.
5. Any material that contains viruses, worms, Trojan horse or any other corrupted codes or files.

Orms Print Room & Framing is not responsible for checking the content of orders submitted. We do reserve the right to refuse to print any submissions that we believe to be unacceptable and fall within the category's described in paragraphs (1) through (5) above.

You acknowledge and agree that you will be liable for any action taken against Orms Print Room & Framing in relation to any such activities and will fully indemnify Orms Print Room & Framing against any such claims, actions, demands or costs that may arise as a result.

You further acknowledge and agree that Orms Print Room & Framing may preserve content and may also disclose content if required doing so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to:

1. Comply with legal process;
2. Enforce the terms of service;
3. Respond to claims that the content violates the rights of third-parties; or
4. Protect the rights, property, or personal safety of Orms Print Room & Framing, its users and the public.

## **5. LIABILITY**

After processing an order, the uploaded file is kept on the Orms Print Room & Framing server for a period of four (4) weeks. This is done in case there is a need to check a file in respect of any quality related issues.

Orms Print Room & Framing can in no way be held responsible for damage or loss of the uploaded files or to non-delivery of any product due to incorrect information given or failure by the couriers to locate and deliver the product to you. Orms Print Room & Framing is not responsible for 3rd party shipping errors, omissions or damaged shipments.

Orms Print Room & Framing will not be held responsible for – any low-resolution images that print poor quality – spelling, grammar or text errors – page layout, format and colour or style mistakes made during the design of your product. Orms Print Room & Framing does not proof, edit or change your content in any way. It is your responsibility to check and edit your layout before it goes to print.

Orms Print Room & Framing takes no responsibility for the colour of covers represented by a swatch block and description in the website as they act as a guideline only. Orms Print Room & Framing shall not be required to produce any matter which in their opinion is illegal or defamatory or obscene and retains the right to execute orders placed.

You, the customer shall indemnify Orms Print Room & Framing against any claims, costs and expenses arising out of infringement of copyright, trademark, patent or design. Orms Print Room & Framing gives no warranty, express or implied, concerning the suitability of the goods supplied for any purpose whatsoever nor shall Orms Print Room & Framing be liable for any direct, indirect, consequential or other loss including loss to third parties arising out of errors in carrying out an order placed or by delay in delivery, or by the suitability of goods for use as intended.

## **6. USE OF THE SITE**

You may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

## **7. DISCLAIMER OF WARRANTY**

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including -without limitation- data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect.

## **8. OUR RIGHTS**

We reserve the right to:

1. Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
2. Change these Conditions from time to time and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
3. We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

## **9. PRIVACY POLICY**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this website. All the information gathered in the online forms and software on the website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the Internet service provider and the Internet Protocol (IP) address through which you access the Internet; the date and time you access the Site; the pages that you access while on the Site and the Internet address of the Web site from which you linked directly to our site. This information is used to help improve the Site, analyse trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an e-mail.

By using this website, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please do not use our site of software applications. Your continued use of the website and or software following the posting of changes to these terms will mean that you accept those changes.

## **10. COOKIE/TRACKING TECHNOLOGY**

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

## **11. PRODUCT AVAILABILITY**

Lead time is dependent on stock availability and the amount of orders in production at the time of placing your order. Every effort is made to effect shipment of your order timeously however unforeseen circumstances may cause delays. Should we be faced with such an occurrence Orms Print Room & Framing will contact you via email and provide you with a revised delivery date.

## **12. DELIVERY POLICY**

When you click to make a purchase with us legal obligations arise and your right to refund of monies charged to your credit card or paid in any other way agreed by us, are limited by our terms & conditions. You must not make any purchase through this site unless you understand and agree all our terms and conditions. Once payment is made for the purchase, it is deemed that you have read and understood the terms and conditions for such purchase. If you have any queries please contact us before making any purchase for any service through this website.

## **13. DELIVERY OF PRODUCTS**

All products will be delivered to the delivery address supplied by you at the time of placing your order. Production and delivery take 7 – 10 working days after the order and the payment of the order has been received. Time for delivery is only an estimate and not a condition of this agreement. Delays in the delivery time can under no circumstances be used to cancel an order or to

claim any compensation.

Any order is subject to cancellation or variation by reason of Force Majeure from any cause whatsoever beyond Orms Print Room & Framing's control including inter alia: inability to secure labour, materials, power or supplies, or by reason of an Act of God, war, civil disturbance, riot, state of emergency, strikes, lockout or other labour disputes, fire, flood, drought or legislation.

#### **14. SHIPPING**

Please ensure the correct shipping address is provided from the outset when placing your order as title and risk will pass to you once the order has left our premises. Occasionally packages are returned to us undeliverable. Should this event take place every attempt will be made to contact you to make arrangements for re-shipment.

#### **14. GUARANTEE / REFUNDS / RETURNS POLICY**

Orms Print Room & Framing provides a 100% guarantee against manufacturing defects. Orms Print Room & Framing will not cancel or refund an order except in the case of workmanship defect, or if the product arrives damaged or the product does not match the item(s) you ordered.

Orms Print Room & Framing reserves the right to change brands or substitute the materials used in the production of your order. Materials used in the production of your order are subject to change without prior notice. The next best alternative will be sourced and used in the case of material shortage so that the same quality standards can be maintained.

In order to make a complaint about products from Orms Print Room & Framing a written complaint must be received by Orms Print Room & Framing within seven days of receipt of your printed product. The defective product (photobook, calendar etc.) must be returned (at the customer's own expense) within 14 days of receipt of the product to be considered viable for a refund. We will assess the condition of the item(s), and at our sole discretion to either repair or replace the product(s) that does not meet the warranty or condition.

Orms Print Room & Framing is not responsible for customer generated mistakes, errors or defects including spelling, typographical or grammar errors, poor image quality derived from low-resolution images, order quantity or other ordering errors. Please be sure to preview your layout carefully before placing your order. Images and text will be printed as they appear in the Preview. We do not proof-read for, or correct, any such customer generated mistakes.

**In order to request to return a purchase, Orms Print Room & Framing must be contacted on 021 469 1987 or email [printroom@orms.co.za](mailto:printroom@orms.co.za)**

#### **PAYMENT OPTIONS AND PRICING**

All transactions will be processed in South African Rand (ZAR).

Orms Print Room & Framing endeavours to offer you competitive prices on current products; you're total order price will include the price of the purchase plus any applicable shipping charges.

Orms Print Room & Framing reserves the right to change pricing at any time without prior notice.

#### **CREDIT CARD**

We accept MasterCard and Visa credit cards. All of your order details will be saved online under the My Account section available for use whenever you're ready!

#### **EFT via SID (Electronic Fund Transfer)**

One of the most widely used ways of sending money online. Once you have added enough items to your shopping cart, proceed to "Checkout" and follow the order processing instructions. Select the option to pay via EFT. You will then have to load Orms Print Room & Framing as a beneficiary on your internet banking and use the unique order number in the reference line for your payment. This should ensure speedy processing and delivery of your selected products.

**For more information about how to order, special order requirements and other payment options, please contact our Support Team on 021 469 1991 / 1992 / 1993 or email: [printroom@orms.co.za](mailto:printroom@orms.co.za)**

#### **SECURITY POLICY**

1. Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers

(SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.

2. Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
3. The Merchant does not have access to credit card details.
4. Virtual Card Services continually review and enhance its security in line with technological changes.

## **MONITORING**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

## **LAW**

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

## **UPDATING OF THESE TERMS AND CONDITIONS**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

## **CONSENT**

I understand that all the designs and trademarks are registered to Orms Pty Limited and hereby accept the terms and conditions. I undertake not to copy/duplicate the trademarks and designs directly or indirectly in anyway and understand the legal implications thereof. Should I be found to be in violation of this agreement I understand that I will be held liable for all legal costs incurred by Orms Pty Limited for any civil action or any legal action deemed necessary against me.

## **CONTACT DETAILS**

### **Physical address**

No 66 Roeland Street  
Cnr of Roeland & Upper Canterbury Street  
Cape Town

### **Postal address**

P.O Box 16171  
Vlaeberg  
Cape Town  
8000

### **Email address**

printroom@orms.co.za

### **Phone numbers**

021 469 1987