

Terms and Conditions of use of Flex-e-card website and e-commerce purchases January 2010

Who are we?

The Flex-e-card website www.flex-e-card.com is owned and operated by Flex-e-vouchers Limited of 13 Telfords Yard 6-8 The Highway, Wapping, London. E1W 2BS

Contact us

You may contact us using any of the following methods:

Email: support@flex-e-card.com

Telephone: 0870 730 7343

Website: By using the feedback form

Post: Flex-e-vouchers Limited. 13 Telfords Yard, 6-8 The Highway, Wapping, London. E1W 2BS

Use and purpose of the Flex-e-card website

The Flex-e-card website allows you to browse and order Gift Cards and other products. It may also allow you to query the balance and view a statement of certain Gift Card products ordered from the website or purchased directly from our clients.

Our agreement with you is strictly limited to the provision of these services. Flex-e-card is not liable for damages or direct or indirect loss consequential or otherwise that may result from the use of any Gift Card or other product ordered from us. In addition the goods and services that may be purchased using Gift Cards from retail stores or other merchants are not guaranteed or endorsed by Flex-e-card nor are Flex-e-card liable for the quality, safety, legality or any other aspect of any goods or services purchased using a Gift Card ordered from Flex-e-card.

Disclaimer

Your access and use of the Flex-e-card website is subject to these terms and conditions. By accessing, browsing and using the Flex-e-card website you agree to be bound by these Terms and Conditions without any limitation or further qualification.

Flex-e-card will make every effort to ensure the accuracy of information featured on the website. However the content of the website is supplied as seen without any warranty or other representation including without limitation any warranties implied or otherwise of its fitness for purpose or the suitability of the content featured on the site or the suitability of the systems used to deliver the website and associated ordering and payment processes. Flex-e-card shall not be liable for any direct or indirect losses consequential or otherwise arising from the browsing or use of this website or any information viewed or obtained from it or for any statements or omissions or inaccuracies in any content and/or images displayed on the website.

Flex-e-card shall make every effort to ensure that this website does not contain any data or viruses that may be harmful to your computer hardware or software or other property. However we accept no liability for any direct or indirect losses consequential or otherwise arising from accessing, browsing, using or downloading content on the website.

Flex-e-card is UK based website intended for the use of individuals and other entities residing in the United Kingdom. The law of England and Wales applies to these Terms and Conditions and the courts of England and Wales will deal with any legal proceedings between us. We make no representation that the website or its content is suitable or appropriate for use from other locations. Access to and use of the website from other locations is the sole responsibility of the user and it is their responsibility to ensure compliance with local laws, to the extent that such laws may be applicable.

These Terms and Conditions do not affect any rights you may have at law. For further information about your rights please contact your local authority Trading Standards Department or Citizens Advice Bureau.

Copyright, Trademarks and Intellectual Property

Users of the website are permitted to use, browse and print content from the website for their personal non-commercial use only consistent with the intended use and purpose of the website as outlined in these Terms and Conditions. Users may not copy, distribute, publish, transmit, reproduce or sell content and/or other material from the website by any means or for any purpose.

Software code, concepts, designs, brands, logos, other imagery and all written content displayed on this website belong to Flex-e-card and/or the other business, individuals and legal entities represented on the website. Under no circumstances whatsoever do Flex-e-card and/or the other business, individuals and legal entities represented on the website give any permission or grant any license to any third party to use or replicate any of the website content including but not limited to software code, concepts, designs, brands, logos, other imagery and all written content without express written prior consent from Flex-e-card and/or the other business and entities represented on the website that have ownership or the rights to use such Intellectual Property.

Gift Card Terms and Conditions

In addition to these Terms and Conditions please also read the Terms and Conditions of Issue and Use of any Gift Card or other product that you may order from us. Please note that the Terms and Conditions of Issue and Usage of any Gift Card are between the purchaser and/or user of the Gift Card and the Issuer of the Gift Card. Flex-e-card is not liable for the accuracy or legality of such Terms and Conditions and you should take all reasonable steps to ensure that you are satisfied with such Terms and Conditions before the placement of an order or use of a Gift Card ordered via Flex-e-card.

Changes to the Terms and Conditions

Please note that these Terms and Conditions are subject to change from time to time without notice. Should Flex-e-card change these Terms and Conditions we will update the website with immediate effect. Any such changes shall only apply to use of the website or orders occurring after the website has been updated and will not be applied retrospectively.

We will make reasonable efforts to ensure that the Terms and Conditions of Issue and Use of Gift Cards or other products advertised on the website are current. However please be aware that it is your responsibility to check the accuracy of any Terms and Conditions and/or limitations that may apply to individual products with the Issuer of those products prior to order or use of the product.

Order placement and confirmation

Orders are placed by selecting the products that you wish to purchase and proceeding to the order pages. We will then collect the information necessary to process your order before requesting payment. If you have any promotional codes that may entitle you to a discount on certain products please enter these before completing the payment details. Upon confirmation that your payment has been successful we will commence processing your order. For the avoidance of doubt our agreement regarding the provision of services does not commence until we have received confirmation of your payment.

Upon successful processing of your order you will receive a confirmation by email. The confirmation will detail the products that you have ordered, the delivery method selected, your personal information and payment information. Please check the confirmation carefully on receipt and notify us of any errors or omissions. Please also

contact us with any queries that you may have. If we need to contact you regarding your order we will do so by email or by telephone.

In some instances it may be necessary for us to refuse orders. In these instances we will contact you to explain why we have been unable to process your order. In other instances orders may fail during the purchase or payment processes. If you believe that you have placed an order with us but have not received a confirmation of order please contact us.

Whilst we will make every effort to ensure that the products advertised on the website will be available we do not guarantee such availability. If the products that you have ordered are unavailable either temporarily or permanently we will contact you by email or by telephone. Please note: Flex-e-card is in no way liable for any damages or direct or indirect losses consequential or otherwise arising from unavailability of products advertised on the website.

If you require a full invoice for any order please check the invoice box on the order pages and we will provide an invoice in electronic format in addition to your order confirmation. If you do not receive your invoice or have any queries regarding your invoice please contact us.

Payment and security

Flex-e-card accepts payment by credit card, debit card and bank transfer. All order details and card payments processed via Flex-e-card are subject to certificated 128 bit SSL encryption to protect your personal information and payment card details.

1. Payments by credit or debit card:

If you select payment by credit or debit card Flex-e-card will apply for authorisation of your card payment from the card issuer. During this process the personal information that you have provided will be used to verify your identity and that you are the authorised card holder. Please note that payments by credit card and debit card will only be accepted where the card has been registered with the MasterCard Secure Code, Maestro 3D Secure and/or Verified by Visa security programmes. If you have not pre-registered your card with the relevant security programme you may be asked to do so during the purchase process. Please note: Certain types of payment cards may not be accepted by Flex-e-card or may not be eligible for use on the Flex-e-card website. If your card is not accepted, is ineligible for use, or payment fails during authorisation we will be unable to process your order. Flex-e-card will accept no liability for any damages or direct or indirect loss consequential or otherwise that may arise as a result of refused card payments or failed payment authorisations whatever the circumstances.

Your payment will be deemed to have been processed successfully upon receipt of an authorisation from your card issuer. When we have received confirmation of authorisation we will notify you on screen and will commence the processing of your order.

When you receive your credit or debit card statement all purchases from Flex-e-card will be marked Flex-e-vouchers Limited, Wapping, London. All payments will be processed in GB Pounds Sterling but may be converted by your card issuer or the payment network to another currency if your card has been issued in a currency other than GB Pounds Sterling. If you have any queries regarding the conversion of currency please contact your card issuer.

2. Payments by Bank Transfer:

If you select payment by Bank Transfer you will receive a pre-order confirmation by email. The pre-order confirmation will contain Flex-e-card's bank details. When you

make payment to Flex-e-card please insert the pre-order reference number in the description field of the bank transfer.

It is your sole responsibility to ensure that payment is made to Flex-e-card's bank and your order shall not be confirmed and Flex-e-card shall not be deemed to have entered into an agreement with you to provide any services until such time as your payment is received as cleared funds into our bank account. Upon receipt of your funds we will commence the processing of your order and will issue an order confirmation when the order process has been successfully completed.

3. Refunds:

Flex-e-card do not offer refunds in respects of Gift Cards purchased via the website. However the Issuer of the card may offer a refund subject to the Terms and Conditions or Issue and Use of the Gift Card. If you require a refund please contact the Issuer of the card directly as Flex-e-card will be unable to assist with such queries.

Delivery

Please note that Gift Cards and other products purchased from Flex-e-card using a credit or debit card will only be dispatched to the address registered with the payment card issuer. We are unable to deliver any products purchased from Flex-e-card to third party addresses unless payment is made by bank transfer.

During the order process you will be provided with details of the delivery methods that are available for your order along with the costs of each method. Please read the information regarding each delivery method as the delivery charges will be different for each method and certain restrictions in the timing of deliveries and the insurance protection will apply.

Please note that if goods are lost in transit you will only be eligible for a replacement under certain circumstances. If you are in any doubt about the level of insurance cover that applies to each delivery method please carefully review the information displayed on the website before placing your order. You may also contact us and we will provide you with the details of each delivery method and the cover that applies. Please note: the selection of the desired delivery method is the sole responsibility of the purchaser and Flex-e-card accepts no liability in respect of any direct or indirect loss consequential or otherwise if an unsuitable or incorrect delivery method is selected or if the carrier fails to deliver the product according to the agreed schedule whether or not any verbal or written advice was given by Flex-e-card.

If you do not receive the products that you have ordered please contact us and we will do our best to assist you in tracing the missing delivery. If the goods are deemed to be lost in transit and the delivery method that you selected provides for insurance cover Flex-e-card will provide a replacement and will make a claim to the carrier to recoup the cost of the replacement.

Gift Card Activation

Certain products that are available for order from Flex-e-card may require an activation process to be followed upon receipt. If such a process is required it is solely for security purposes and to prevent unauthorised use by third parties that may acquire the card by theft or other fraudulent means. If the Gift Card that you have selected requires activation you will be notified prior to purchase and will receive full activation instructions as a part of the order confirmation. If you have any questions or require assistance with card activation please contact us.

Privacy Policy

Flex-e-card are committed to protecting your privacy. Any personal information that we collect is only used lawfully and in accordance with the Data Protection Act 1998.

1. Your personal information

Flex-e-card will collect personal information for the purpose of processing your order, authorising your payment and providing customer services. The personal information that you provide may also be passed to the Issuer of the Gift Card product that you have ordered where it may be used to satisfy the Know Your Customer requirements of the Financial Services Authority.

Unless you have expressly provided your permission, your personal data will not be used for marketing purposes, nor will it be shared with third parties unconnected with Flex-e-card or the Issuer of the Gift Card that you have ordered.

You have the right to request details of the personal information that is held about you, and you may receive this by writing to Flex-e-card, 13 Telfords Yard, 6-8 The Highway, London. E1W 2BS.

2. Your consent

By using our website, you consent to the collection and use of your personal information by Flex-e-card as outlined in this privacy policy. If we decide to change our privacy policy, we will post the changes on the website so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it. Any changes shall only apply to personal information collected after the website has been updated and will not be applied retrospectively.

If you provide consent by checking the box on the order form we may also use the information we collect to occasionally notify you about important functionality changes to the website, new Flex-e-card services and special offers we think you'll find valuable. If you decide that you would rather not receive this information after giving your consent, you may opt out by sending an email to privacy@flex-e-card.com

3. How does Flex-e-card protect customer's details?

When you place orders we use a secure server. The secure server software encrypts all information you input using certificated 128 bit SSL before it is sent to us. Furthermore, as required by the UK Data Protection Legislation, we follow strict security procedures in the storage and disclosure of information that you have given us to prevent unauthorised access. Our security procedures mean that we may occasionally request proof of identity before we are able to disclose personal information to you.

4. Do we use cookies?

Flex-e-card use cookies during the order process to track your process through the order and to provide the best possible levels of customer experience and customer service.

5. Will Flex-e-card disclose the data it collects to other parties?

Flex-e-card does not sell, trade or rent your personal information to others. The personal information that you provide may be passed to the Issuer of the Gift Card product that you have ordered for use in satisfying the Know Your Customer requirements of the Financial Services Authority.

Flex-e-card may provide aggregate statistics about our customers, sales, traffic patterns and related site information to our clients, but these statistics will include no personally identifying information. We employ other companies and individuals to perform functions on our behalf. Examples include: fulfilling orders; delivering packages; sending postal mail and e-mails; analysing data; providing marketing assistance and processing credit card payments. Such companies and individuals will have access to personal information needed to perform these functions, but will not use it for any other purposes. All data is processed in accordance with UK Data Protection legislation and no data will be

transferred outside of the EEA (European Economic Area) without obtaining your prior consent.

6. In summary

We are committed to protecting your privacy. We use the information we collect on the site to make ordering at Flex-e-card.com possible and to provide the best levels of customer service possible.

7. Tell us what you think

Flex-e-card welcomes your questions and comments about privacy. Please send emails to privacy@flex-e-card.com.