

Terms and Conditions

Vistaprint B.V. - General Terms and Conditions

Please read our General Terms and Conditions carefully. These General Terms and Conditions govern your access, use and orders placed at www.vistaprint.ie and its mobile sites (collectively, the "Site") as well as the provision and sale of products and services by Vistaprint B.V. and/or its affiliates and/or fulfillment providers, as the context may require ("Vistaprint." "we," "us," or "our"). Additionally, you should review our [Privacy and Cookie Policy](#).

Our Product-Specific Terms

Please read our additional product-specific terms that shall apply to the products and services listed below ("Product-Specific Terms"). Where there is a difference between the General Terms and Conditions and these Product-Specific Terms, the Product-Specific Terms shall take precedence.

- **Magnetic Car Signs** are subject to our [Car Door Magnet Terms and Conditions](#).
- **Websites** (including site builder, domain name registration and hosting) are subject to our [Websites Terms and Conditions](#).

1. Applicability

- 1.1. By accessing or using this Site and its related software tools, applications or any other Vistaprint service, you agree to be bound by the terms of our Privacy and Cookie Policy, the Product-Specific Terms and the following General Terms and Conditions ("Vistaprint Terms") and to any additional guidelines, restrictions, or rules that may be posted in connection with specific sections or services of this Site. All such additional posted guidelines, restrictions, or rules are hereby incorporated by reference into these Vistaprint Terms.
- 1.2. Every offer of a Vistaprint product and/or service on our Site as well as every transaction, order and agreement that is concluded through our Site is governed by our Vistaprint Terms.
- 1.3. The applicability of any terms and conditions of the customer or any third party on behalf of the customer is expressly dismissed and shall not apply, even if Vistaprint has not specifically rejected them.
- 1.4. Vistaprint reserves the right to make changes to this Site and to these Vistaprint Terms at any time without prior notice. You should review these Vistaprint Terms each time you access this Site

2. Your Account

Before you can place an order online, you must have a Vistaprint account which is created by completing the registration form on the Site. The customer will at all times be responsible for each and every use of the account. Vistaprint has the right to refuse any request made by you and to close your Vistaprint account immediately in the event of any breach of these Vistaprint Terms.

3. Terms of Sale

All our offers and promotions are without any obligation and subject to availability and confirmation of the order. An agreement between you and Vistaprint is subject to our acceptance of the order and will be formed when you receive the Order Confirmation by email.

4. Copyrighted Materials for Limited Use

- 4.1. This Site contains graphics, photographs, images, document layouts, artwork, text, fonts, music, software tools, and other information (referred to herein as "Content"). This Site and all Content are the copyrighted property of Vistaprint or the copyrighted property of parties from whom Vistaprint has licensed such property. All rights in this Site and its Content are reserved worldwide.
- 4.2. It is strictly prohibited to retain, copy, distribute, publish, or use any portion of the Content except as expressly allowed in these Vistaprint Terms.
- 4.3. Vistaprint reserves the right to add to, delete from, or modify any part of Content at any time without prior notice. Any modifications to Content, whether by You or Vistaprint remain the property of Vistaprint and its licensors.

4.4. The logo design tools provided on this Site employ a limited number of elements, including icons, fonts, colour schemes, and design effects. Vistaprint reserves the right to use all such elements and to make all such elements available for use by other parties in the future. You do not obtain any right or claim to any of the individual logo design elements through your creation of a logo design and/or your incorporation of a logo design into one or more products. Other Vistaprint customers may use the design tools to create logos that have similar or identical combinations of these elements and Vistaprint does not guarantee that your logo will not have similarities to logos designed and used by other parties. Vistaprint provides no warranty of any kind that logo designs created using the design tools will not infringe, or be subject to a claim of infringing, the trademark or other rights of another party. It is solely your responsibility to obtain the advice of an attorney regarding whether the logo design is legally available for your use and does not infringe the rights of another party.

5. Use of our Site and its Content

- 5.1. You are granted permission to access and use this Site and its Content for the sole purpose of preparing, evaluating, and ordering products or services solely through Vistaprint (referred to herein as "Products"). No other download, retention, use, publication, or distribution of any portion of the Content is authorized or permitted. Obtaining Products from Vistaprint does not entitle you to use any portion of Content apart from the finished Products as they are supplied by Vistaprint.
- 5.2. You agree to use this Site in a responsible manner that is in full compliance with these Vistaprint Terms and with your local laws and regulations, including export and import regulations.
- 5.3. Without limitation, no portion of Content may be utilized as a trademark or service mark, for any pornographic use, for any unlawful purpose or use, to defame any person, to violate any person's right of privacy or publicity, to infringe upon any copyright, trade name, trademark, service mark or other intellectual property right of any person or entity.
- 5.4. You agree that you will not use the Site to produce Products that are offensive, unlawful, harassing, libelous, threatening, harmful, obscene, malicious or otherwise objectionable.
- 5.5. Vistaprint reserves the right, in Vistaprint's sole discretion, to refuse to accept any content provided by you to Vistaprint or to process any order at any time and for any reason. Vistaprint also may terminate its service to and/or the accounts of customers found to be using Vistaprint to engage in undesirable activities or otherwise violating these Vistaprint Terms. You agree that Vistaprint shall have no liability of any kind to you or to any third party arising from such refusal or termination.
- 5.6. You are solely responsible for your use of Content in combination with any other images, graphics, text or other materials you incorporate into your Products. You agree that you will not include any text, image, design, trademark, service mark, or any copyrighted work of any third party in your Products unless you have obtained the appropriate authorisations from the owners. You warrant that your Products do not infringe upon any rights of any third party, including copyright, trademark, right of publicity or privacy, and will not libel or defame any third party, and that you have all required rights or permissions necessary to incorporate third party material into your Products, including any third party material made available via a third party design service which may be accessed via the Site.
- 5.7. By placing an order on this Site, you warrant that you have all necessary permission, right and authority to place the order and you authorise Vistaprint to produce the Products on your behalf. You grant Vistaprint the right to copy, modify, distribute, use, create derivative works of and vectorise any content you have uploaded for the purpose of fulfilling your order and/or marketing products or services to you. Moreover, you warrant that you have sufficient rights to permit Vistaprint to copy, distribute, use, modify, create derivative works of and vectorise any uploaded content for the purpose of fulfilling your order and/or marketing products or services to you.
- 5.8. You agree that you are responsible for protecting your password and controlling access to your registered account. You agree that you will be responsible for all orders placed or other actions that are taken through your registered account.

6. Transfer of Title

- 6.1. The customer agrees that the risk of loss and title for any printed Product pass to you upon our delivery to our carrier.
- 6.2. For any Product that is to be provided to the customer in an electronic format, the customer agrees that delivery of such Product shall be deemed to have occurred either (a) at the time we transmit the Product via email or other electronic communication addressed to the customer or (b) at the time we transmit a notification to the customer that the Product is available for downloading from the Site.

7. Right of Withdrawal

- 7.1. The statutory right of withdrawal (or cancellation right) that applies to consumers who enter into distance selling contracts, allowing the withdrawal from (or cancellation of) a contract within 14 days from receipt of their products without giving any reason or incurring any costs, does not apply to the supply of goods made to the consumer's specifications or clearly personalised.
- 7.2. The products ordered from Vistaprint are customized by the customer and you can therefore not exercise your right of withdrawal, with the exception of the following non-customisable products offered on our Site:
 - Business card holders
 - Replacement ink pads

For these products and when you are a consumer, you can exercise your right of withdrawal from the agreement we entered into within 14 days from receipt of your order without giving any reasons. If this period expires on a Saturday, Sunday or a public holiday, it is extended until the next business day. To exercise this right of withdrawal that applies solely to the above mentioned products, please send us a letter or use the Contact-Us page, specifying your name, physical address, phone number, email address, order number and which products you wish to return:

Vistaprint B.V.
Att: Customer Service
Hudsonweg 8
5928 LW Venlo
The Netherlands
Tel: 1800 948 306

We will contact you after we have received your request to determine if the right of withdrawal applies to you as a consumer and the involved products. We will also inform you how we wish you to return the products. Please note that you will be responsible for choosing the shipping method and carrier. All returns are at your own risk and expenses. Once we have received the products undamaged and in their original packaging, Vistaprint will refund without delay and no later than 30 days from the date on which this right was exercised, the paid purchase price of the returned products excluding the original delivery costs as well as the costs of returning the products.

8. Indemnification

You agree that you shall indemnify Vistaprint and all parties from whom Vistaprint has licensed portions of Content, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Vistaprint Terms or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material that was not part of the standard Site Content and that you uploaded or otherwise provided to Vistaprint or incorporated into Products. As to clause (ii), you agree that we have the right to control the defense of any such suit, claim or demand.

9. Disclaimer of Warranty

- 9.1. THE SITE AND ITS CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT OPERATION OF THE SITE MAY NOT BE UNINTERRUPTED OR ERROR FREE. WHILE WE MAKE REASONABLE EFFORTS TO ACCURATELY DISPLAY THE ATTRIBUTES OF PRODUCTS, WE DO NOT WARRANT THAT PRODUCT DESCRIPTIONS ARE ACCURATE, RELIABLE AND ERROR-FREE. REFERENCES AND LINKS TO PRODUCTS OR SERVICES OF INDEPENDENT COMPANIES MAY APPEAR ON THE SITE. THESE REFERENCES AND LINKS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED.
- 9.2. Some jurisdictions may provide you with certain warranties or guarantees that cannot be excluded by contract ("consumer guarantees"), or only limited in certain circumstances, and nothing in these Vistaprint Terms alter those consumer guarantees if it is illegal for Vistaprint to do so. If those consumer guarantees apply to you, and Vistaprint cannot legally exclude those consumer guarantees, then to the maximum extent permitted by law, Vistaprint: (1) excludes or limits those consumer guarantees; and (2) limits its liability at the option of Vistaprint to the following: (a) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again; (b) in the case of goods, the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or acquiring equivalent goods; or the payment of the cost of having the goods repaired.
- 9.3. Vistaprint's Satisfaction Guarantee is valid for 10 years following your purchase. If you request a refund, the time it takes for your refund to arrive may depend on your bank. In most cases, you should receive your refund within 30 days. Certain circumstances are beyond Vistaprint's control and may not be covered by the Satisfaction Guarantee. Please note that we cannot be responsible for: Spelling, punctuation or grammatical errors made by the customer, inferior quality or low-resolution of uploaded images, design errors introduced by the customer in the document creation process, errors in user-selected options such as choice of finish, quantity or product type, and damage to the products arising after delivery to the customer. Please preview your designs carefully and correct any mistakes prior to placing your order. Vistaprint does not proof documents created by its customers prior to processing.

10. Limitation of Liability

IN NO EVENT SHALL VISTAPRINT OR ITS LICENSORS, SUPPLIERS, OR VENDORS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OF ANY OF THEM, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT VISTAPRINT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SITE OR OF FAILURE TO PROVIDE PRODUCTS OR SERVICES THAT YOU ORDER FROM VISTAPRINT OR ITS AFFILIATES, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM MISTAKE, OMISSION, VIRUS, DELAY, OR INTERRUPTION OF SERVICE. IN NO EVENT SHALL VISTAPRINT BE LIABLE OR RESPONSIBLE FOR ANY DAMAGES OR CONSEQUENCES ARISING FROM OR RELATED TO YOUR INAPPROPRIATE OR UNAUTHORISED USE OF THIS SITE OR ITS CONTENT OR OUR SUPPLIED PRODUCTS OR SERVICES. IF YOU LIVE IN A COUNTRY OR STATE THAT DOES NOT ALLOW ANY OF THE FOREGOING EXCLUSIONS OR LIMITATIONS OF LIABILITY OR ANY OF THE DISCLAIMERS OF WARRANTIES IN THE ABOVE SECTION, SUCH EXCLUSIONS OR LIMITATIONS WILL NOT APPLY TO YOU BUT ONLY TO THE EXTENT SUCH EXCLUSIONS OR LIMITATIONS ARE NOT ALLOWED. IN SUCH CASE, SUCH EXCLUSIONS OR LIMITATIONS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Site Feedback

Any comments, suggestions, proposals or other feedback (collectively "Feedback Information") provided to Vistaprint in connection with the operation or content of this Site shall be provided by the submitter and received by Vistaprint on a non-confidential basis. All such comments, suggestions, and other information shall become the exclusive property of Vistaprint. By submitting any such information to Vistaprint, you agree that you are transferring and assigning, at no charge, all of your right, title and interest in the information, including

all copyrights and other intellectual property rights. You agree that Vistaprint shall be free to use such information on an unrestricted basis.

12. Privacy and our Use of Cookies

Vistaprint has set out in its [Privacy and Cookie Policy](#) how we collect, use, disclose, store and protection the information that you submit to us during the use of our Site. This [Privacy and Cookie Policy](#) applies to every Site visit, every use of our services, and every transaction and agreement that is concluded through our Site.

13. Miscellaneous

You must be at least 18 years old or otherwise have parent or guardian permission to use this Site. By using this Site, you represent and warrant that you are at least 18 years old or have that permission. In the event any provision hereof is found to be unenforceable by a court of competent jurisdiction, that provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, or, if a deemed modification is not satisfactory in the judgment of that court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

14. Governing Law, Jurisdiction and Dispute Resolution

- 14.1. The party you are contracting with and the seller of the products and services offered and sold on this Site is Vistaprint B.V., a limited company organised under the laws of the Netherlands with its headquarters in Venlo, the Netherlands.
- 14.2. All issues related to the protection, infringement, or misuse of copyrighted materials shall be governed by the copyright laws of the United States of America. All other matters relating to your access to or use of this Site shall be governed by the laws of the Netherlands. You agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any sale under these Vistaprint Terms.
- 14.3. Any legal action or proceeding relating to or arising from your access to or use of this Site shall be instituted in Amsterdam, the Netherlands. You agree to submit to the jurisdiction of courts sitting in Amsterdam, the Netherlands and agree that venue in these courts is proper in any such legal action or proceeding. You also agree that you not assert, in any legal action or proceeding involving Vistaprint, that a court sitting in Amsterdam, the Netherlands is an inconvenient forum for such legal action or proceeding.
- 14.4. Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we exclude all warranties. When permitted by law Vistaprint, and Vistaprint's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, or punitive damages.
- 14.5. We recognise that in some countries, you might have legal rights as a consumer. If you are using the Services for a personal purpose, then nothing in these terms or any additional terms limits any consumer legal rights which may not be waived by contract.
- 14.6. The European Commission provides a platform for the out-of-court resolution of disputes (ODR platform), which can be accessed here: <http://ec.europa.eu/odr>. We are not willing to enter into a dispute resolution proceeding before the SGC (the Dutch Foundation for Consumer Complaints Boards).