



Terms of Use

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Vistaprint Netherlands B.V. – General Terms of Use

Please read our VistaPrint General Terms of Use carefully. These General Terms of Use govern your access, use and orders placed at www.vistaprint.com and its mobile sites (collectively, the “Site”) as well as the provision and sale of products and services by Cimpress plc and/or its affiliates (including but not limited to Vistaprint Netherlands B.V.) and/or its fulfillment providers, as the context may require (“Cimpress”, “VistaPrint”, “we”, “us” or “our”). By placing an order with Vistaprint Netherlands B.V., you agree to be unconditionally bound by these General Terms of Use in the version valid at the time of ordering.

Our General Terms of Use shall also govern the use of and apply to each and every offer and agreement entered into between VistaPrint and a customer through any of its separate sites that are accessible through the tabs in the Site-header such as ‘Promotique’ or directly via www.promotique.com insofar we have not explicitly deviated from the present Terms of Use.

Additionally, we maintain other terms and policies that supplement these General Terms of Use as set out below, including our [Privacy Policy](#), which describes how we collect, use and process your personal information, and our [US Sales Tax Policy](#), which provides more information about our prices and whether we will collect US sales taxes.

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 of Use and these Product-Specific Terms, the Product-Specific Terms shall take precedence.

- **Classic Design Services** are subject to our [Design Services Terms of Use](#).
- **Websites** (including the site builder, domain name registration and hosting) are subject to our terms of use as set out in the [Websites Services Member Agreement](#).
- **Search Engine Listings Manager Services** are subject to our terms of use as set out in the [Online Search Service Member Agreement](#).
- **Postcard Mailing Services** are subject to our [Postcard Mailing Terms of Use](#).
- **Custom Car Magnets** are subject to our [Car Magnet Terms and Conditions](#).

With [VistaCreate](#) and [99designs by Vista](#), new graphic design services have been added to the Vista products. Although you will see these new Vista products featured on our Site, they are subject to their own terms. You agree to be bound by these separate terms when you sign up for a VistaCreate or 99designs by Vista account or otherwise make use of their products, services or tools as offered online and through their mobile apps.

Additional Terms

Additional terms may be presented on this Site in connection with a specific section, service or feature that will apply at the time you choose to access or use the corresponding section, service or feature, as set out below.

- **ProAdvantage Program** - Purchases of products and services on our Site for direct or indirect resale by customers who participate in either the free or premium ProAdvantage program (“ProAdvantage Program” or “VistaPrint ProAdvantage”) will additionally be subject to the terms and conditions of the [ProAdvantage Program Agreement](#).
- **VistaPrint usage rights for your Instagram photos** – When you respond #YesVistaPrint to our request to feature your photo in our marketing, you grant us the usage rights to display your Instagram photo on our

VistaPrint Instagram account and in any other content as further explained in our [Permission to Use Image Agreement](#).

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 Policy, the Product-Specific Terms and the following General Terms of Use (“VistaPrint Terms”) and to any additional terms (such as but not limited to those listed above), policies, guidelines, restrictions or rules that may be posted in connection with specific sections or services of this Site (“Additional Terms”). All such Additional Terms are hereby incorporated by reference into the agreement entered into between VistaPrint and the customer at the time you access or use the corresponding section, service or feature, or have otherwise agreed to their applicability. These VistaPrint Terms and any Additional Terms that you have agreed to, make up the entire agreement between us in relation to its subject matter and supersedes all prior agreements, representations, and understandings.
- 1.2. If you use this Site on behalf of any business, organization or other entity of any kind, you represent and warrant that you are authorized to accept these VistaPrint Terms on its behalf and to bind such business, organization or entity to these VistaPrint Terms.
- 1.3. 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.
- 1.4. 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.
- 1.5. These VistaPrint Terms and Additional Terms are not applicable to purchases of a product and/or a service which are not from VistaPrint directly but through a third party such as a reseller or a service provider we have partnered with. In such case, the terms you have separately agreed upon with this third party, will apply.
- 1.6. 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

- 2.1. Before you can place an order online and wish to continue to use some of our services or features, including being able to access your saved designs, you must have a VistaPrint account, and keep your account and other information accurate, including your email address and credit card numbers and expiration dates in order to enable us to complete your order and contact you as needed.
- 2.2. The customer will at all times be responsible for each and every use of its VistaPrint account. You agree to protect your log-in credentials such as your password and control any access to your VistaPrint account, especially when you have granted another person in your business or household access rights to your account or otherwise permit them to use your account with the purpose to place an order on your behalf. You agree that you will be responsible for all orders placed or other actions that are taken through your VistaPrint account.

3. Terms of Sale

All our offers and promotions are without any obligation and subject to availability and confirmation of the order. VistaPrint reserves the right to reject any order without the obligation to assign any reason. 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. Materials for Limited Use

- 4.1. This Site contains graphics, photographs, images, document layouts, templates, artwork, text, graphics, illustrations, logos, photos, audio, video, music, fonts, blog posts, software tools, trademarks, service marks, media content belonging to other users through embedded feed from social media platforms, stock images and footage from stock providers and other information (“Content”). This Site and all its

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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"), unless such use involving a third party is expressly permitted by applicable law or provided for in these VistaPrint Terms. 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 our Content apart from the finished Products as they are supplied to you 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.

6. Restrictions on Use

- 6.1. Without limitation, no portion of our Content may be utilized:
 - a) to sub-license, re-sell, rent, lend, assign, gift or otherwise transfer or distribute the rights granted to you under these VistaPrint Terms;
 - b) in such a manner as to convey or obtain exclusive rights to any Content or part thereof;
 - c) for any unlawful or discriminatory purpose or use;
 - d) for any use that we determine, in our sole discretion, to be pornographic, offensive, threatening, abusive, harassing, tortious, defamatory, obscene, harmful, indecent, libelous, invasive, slanderous, hateful, inciting or promoting the hate, harassment or discrimination against others based solely on race, ethnicity, national origin, sexual orientation, gender, gender identity, religious affiliation, age, disability, disease or immigration status or otherwise objectionable;
 - e) to create, order, publish and/or distribute any Design, Product or other type of information that we determine, in our sole discretion, to contain any content that violates the above Section 6.1.d) or

otherwise, in our sole discretion, is materially false, inaccurate or misleading in a way that could deceive or confuse others about important events, topics or circumstances;

- f) to violate any person's right of privacy or publicity;
 - g) to infringe upon any copyright, trade name, trademark, service mark or other intellectual property right of any person or entity;
 - h) to cause or allow any Design to appear on more than 500,000 printed Products or to be incorporated into a television program, video or other digital production if the audience is expected to be greater than 500,000 viewers, in total;
 - i) for any use that would reasonably imply that VistaPrint, the creator of the Content, or the persons or property appearing in the Content (if any), endorses any political, economic, conspiracy or other opinion-based movements or parties;
 - j) in a way that places any person depicted in the Product in a bad light or they may find offensive, such as: use in pornography or adult content; tobacco ads; ads for adult entertainment clubs or similar venues, including prostitution, escort or similar services, all whether legal or not; political endorsements; or in a way that implies mental or physical illness or impairment; or
 - k) that in any way, intentionally or unintentionally, violates any applicable local, state, national and international laws, rules and regulations.
- 6.2. For the avoidance of doubt, no Content or portion thereof may be used on its own as a trademark or service mark. You agree and acknowledge that any trademark or service mark rights you may have in your Product or Design arise from and are limited to your distinctive combination of our Content with other visual design elements provided or created by you. You agree and acknowledge that others may use similar portions of our Content for similar goods and services.
- 6.3. VistaPrint reserves the right, in its sole discretion, to refuse to accept any content provided by you to VistaPrint or to refuse to process or fulfill any order at any time and for any reason. VistaPrint further reserves the right, in its sole discretion, to temporarily or permanently suspend and/or terminate its service to you and/or your account(s) at any time and for any reason, including, without limitation, your violation of the VistaPrint Terms and/or Additional Terms, your use of the Site and/or our products and services for inappropriate purposes or you having engaged in undesirable activities, in each case as determined by VistaPrint in its sole discretion. This action is entirely at VistaPrint's discretion and no correspondence will be entered into. You agree that VistaPrint shall have no liability of any kind to you or to any third party arising from such refusal, suspension or termination.
- 6.4. By placing an order on this Site, you represent and warrant that you have all the necessary permissions, rights and authority to place the order and you authorize VistaPrint to produce the Products on your behalf. You grant VistaPrint the right to copy, modify, distribute, use, create derivative works of and vectorize any content you have uploaded for the purpose of fulfilling your order and/or marketing products or services to you. Moreover, you represent and warrant that you have sufficient rights to permit VistaPrint to copy, distribute, use, modify, create derivative works of and vectorize any uploaded content for the purpose of fulfilling your order and/or marketing products or services to you.

7. Delivery, Title and Risk

- 7.1. VistaPrint will deliver the Products at the address specified in the order confirmation, provided that all applicable payments have been received in full by their appropriate due date, using VistaPrint's standard methods for packaging and in accordance with the customer's chosen delivery option. Any lead time given is estimated.
- 7.2. VistaPrint may, at its discretion, deliver the Products in whole or by instalments in any sequence or deliver the Products prior to the date of delivery, and in such event, the customer must not refuse to take delivery of the Products. Where the Products are delivered in instalments or part deliveries, each instalment or part delivery shall be invoiced separately if such an invoicing process is put in place and be deemed to be a separate sale agreement between VistaPrint and the customer. Any delay in delivery or defect in an instalment or part delivery shall not entitle the customer to cancel any other instalment or terminate the entire sale agreement.

- 7.3. Risk of damage to or loss of the tangible Products passes from VistaPrint to you, upon delivery by VistaPrint, to you or your authorized representative, at your ship-to address as specified in the order confirmation. VistaPrint retains ownership of the Products until full payment, including interest and costs, is received.
- 7.4. 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.
- 7.5. The customer is responsible to fully inspect all Products carefully and immediately upon arrival, and declare any and all defects, non-conformances or damages, immediately through the proof of delivery or collection acceptance documentation when the Products have been shipped under such Proof of Delivery (POD) or similar type of service. A description of the alleged defect, non-performance or damage must be given in writing at the time of delivery and signed by or on behalf of the customer. If such a proof of delivery service was not included with the chosen delivery method, the customer shall be deemed to have inspected the Products as soon as reasonably practicable after delivery. The customer must notify VistaPrint, by contacting its Customer Care team either in writing (including by email) or by telephone, about any alleged defects, non-conformances or damages within 14 days after receipt of the Products. Failure of customer to timely notify VistaPrint after receipt as indicated in this section voids the Product warranty and/or Satisfaction Guarantee. In the event the order was placed by a consumer, meaning a physical person who purchased the Product for use not related to a business, entrepreneurial or professional activity, the aforesaid notice period is extended to 2 months and will start on the day the alleged damages or defects are discovered or should reasonably be discovered when the order was timely inspected upon receipt.

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 your 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 Product or Design 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.
- 9.4. Notwithstanding the foregoing, VistaPrint shall have no obligations under any warranties, consumer guarantees or the aforementioned Satisfaction Guarantee, if the alleged defect, non-conformance or damage is found to have occurred as a result of misuse, use other than as set forth in the applicable user manual or instructions for use, neglect, improper installation or accident, or as a result of improper repair, alteration, modification, storage, transportation or improper handling or if the usability is impaired only slightly.
- 9.5. Any granted Product warranty and/or Satisfaction Guarantee hereunder, shall extend directly to customer only and not to customer's customers, agents or representatives. VistaPrint does not give any warranty of fitness for a particular purpose, merchantability or non-infringement of intellectual property rights.

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11. Site Feedback

Any comments, suggestions, proposals or other feedback (collectively "Feedback Information") provided to VistaPrint in connection with the operation of this Site including its content or any of our offered and/or supplied Products, 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 Policy](#) how we collect, use, disclose, store and protect the information that you submit to us during the use of our Site. This [Privacy 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 Netherlands B.V., a private company with limited liability incorporated under the laws of 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 State of New York without giving effect to any choice of conflict of law provision, principle or rule (whether of the State of New York or any other jurisdiction). 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 a state or federal court located in New York County, New York. You agree to submit to the jurisdiction of the courts located in New York County, New York and agree that venue in these courts is proper in any such legal action or proceeding. You also agree to not assert, in any legal action or proceeding involving VistaPrint, that a court sitting in New York County, New York 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 Site's services or order a Product 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).