# Terms & Conditions

#### **Please read through the below document carefully with regards to our Payment Merchant, Cancellation, Refund, Return, Shipping, Terms & Conditions & Privacy Policies**

# Payment Merchant

E.M.C.K Group Ltd makes use of Peach Payments as our online payment method.

### Peach Payments:

Information on [**how Peach Payments helps keep payments secure**](https://support.peachpayments.com/support/solutions/articles/47001098849-how-can-i-be-sure-my-card-details-are-safe-with-peach-payments-)

### Why Is Peach Payments Mentioned At Checkout:

Peach Payments performs technical services to support payments to online or internet businesses. This service includes consulting on a selection of technical and administrative topics, configuring and provisioning of a transaction platform, and providing access to this platform.

### Card Holder Safety:

No sensitive cardholder data is stored on merchants' servers at any time for either once-off or subscription payments (Please contact your account manager for additional compliance points for REST API integrations).

When a user opts to store card details on a website using Peach Payments, these details are stored by Peach Payments in a PCI DSS level 1 compliant vault. Sensitive cardholder details are directly transmitted from users’ browsers to Peach Payment’s systems. Merchants' staff and systems do not have access to complete card number details at any point in time, on Peach Payments platforms.

## Cancellation Policy

All custom orders or any other custom items are considered FINAL once deposit is received and once the artwork has been signed off by the customer. However, if contacted within 24 hours of deposit received and the artwork has been signed off (Does NOT apply to Rush Orders), If E.M.C.K Group Ltd has not yet started the printed process of the sale we will assist with canceling the customer’s order.

## Return Policy

We do not offer returns on custom printed items. All custom prints are considered final on acceptance of artwork from our design department. Please confirm you have given us the correct artwork, shipping and delivery is reliant on your cooperation with all custom prints.

For returns to E.M.C.K Group Ltd you must request an RA (Return Authorisation) number before making a return. To get your RA number please email us at [accounts@customprint.mu](mailto:accounts@customprint.mu) and request an RA number. In your Email please let us know:

* + 1. The reason why you would like to return your Item
    2. The Invoice number and
    3. When the Purchase was made.

Once you receive your RA number send us back you item with your RA Number clearly marked on the back of the Parcel with your return address.

### What can I return?

Items that are faulty/damaged or have a faulty print may only be returned.

Please be aware , we will not refund or exchange due to:

1. Change of mind,
2. Wrong garment size selection, or
3. Care instructions have not been followed and as a result have damaged the garment.

Please use the size guide to make sure you are purchasing the correct size. If you believe the garment was washed correctly please return the garment to us so we can assess what went wrong and we will be in contact with you

Once you receive your RA number, please post, or drop off returns at:   
*E.M.C.K Group Ltd*

*Office No. 4*

*Cap Tamarin, Black River District*

All shipping charges for returning products to E.M.C.K Group Ltd must be paid by the customer. E.M.C.K Group Ltd may from time to time reimburse shipping charges, but this is done at our discretion.

## Refund Policy

We offer a 5-calendar day refund policy on all items (excluding custom prints). Refunds are only accepted in original packaging, with tags still intact.

For refunds, please follow the return policy as stated above (point 3).

At E.M.C.K Group Ltd we take customer service very seriously. If there is a problem we want to know. Please be aware that we print your T shirt from the file provided by the customer and are not able to change or take responsibility for:

1. Spelling, punctuation or grammatical errors that you, the customer may make.
2. Low-resolution or poor quality of images sent to our emails; we will contact you in all cases to ensure we receive a Hi-resolution copy of your image.
3. Incorrect product type, size or color made by the customer.
4. Images will be sized to the best of ability, but some tolerances will need to be allowed for.
5. Garment colors may vary slightly from the actual images on the Web Site.
6. Incorrect shipping address entered by the customer.

## Shipping Policy

E.M.C.K Group Ltd will always act to make sure that any production difficulties do not delay delivery schedules. In no case shall E.M.C.K Group Ltd be held liable for any consequential or damages resulting from any delay in shipment or delivery.

All E.M.C.K Group Ltd customers agree not to hold E.M.C.K Group Ltd liable for delays in shipments caused by:

* + 1. weather conditions,
    2. Courier company delays or
    3. Any other circumstances beyond E.M.C.K Group Ltd direct control.

E.M.C.K Group Ltd shipment and delivery dates are calculated based upon estimates from artwork acceptance signoff from the customer and deposit paid by the customer

E.M.C.K Group Ltd will always act to make sure that delivery schedules are met. However, unexpected equipment failure, malfunction and or technical problems may delay the printing process.

In case of delay caused by technical difficulty, rush charges/fees will be refunded or waived where applicable. However, technical difficulty will not be the grounds for order cancellation.

Please allow one day for receipt of labelling and billing information before counting turnaround time for shipping from our couriers. For example, if you are quoted a shipping time of 3 business days from February 3rd, please allow the first day for E.M.C.K Group Ltd to relay your information and for our couriers to pick up, and the following 3 business days/non-holidays for your shipment to arrive.

### Shipping errors & lost packages

E.M.C.K Group Ltd is not responsible for 3rd party shipping errors, omissions or damaged shipments. E.M.C.K Group Ltd will always ensure that products are well packaged for the courier to transport. The customer accepts that once E.M.C.K Group Ltd hands a shipment over the couriers it is the couriers responsibility to handle the product with car according to their policies.

### Customer supplied incorrect address

The customer accepts that E.M.C.K Group Ltd will not be held liable if a package is not delivered due to an error made by the customer in submitting the proper shipping address

## General Terms & Conditions

### Accuracy of Garment or Ink Colours

E.M.C.K Group Ltd have made every effort to display as accurately as possible the colours and/or graphics of our products that appear on our web site, we cannot guarantee that your monitor’s display of any colour and/or graphic will be accurate. The colours you see will depend on your monitor and may be different from the actual colours of our product. E.M.C.K Group Ltd will have no liability (whether for damages, return of merchandise for credit, or otherwise) as a result of any variances between the appearance of colours and/or graphics displayed on your monitor and on any finished product purchased by you.

### Product and Price Changes

All prices and products are subject to change without notice. E.M.C.K Group Ltd routinely adds and subtracts t-shirts from our website and does not guarantee that products for sale is always in stock. E.M.C.K Group Ltd will always inform the customer if such products are out of stock.

## Privacy Policy

### What type of information do we collect?

We receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

### How do we collect information?

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

### Why do we collect such personal information?

We collect such Non-personal and Personal Information for the following purposes:

* + 1. To provide and operate the Services.
    2. To provide our Users with ongoing customer assistance and technical support.
    3. To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages.
    4. To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services.
    5. To comply with any applicable laws and regulations.

### How do we store, use, share and disclose our site visitors' personal information?

Our company is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com’s data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

### How do we communicate with your site visitors?

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

### Privacy policy updates

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

### Questions and your contact information

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us on sales@customprint.mu

### How can our site visitors withdraw their consent?

If you don’t want us to process your data anymore, please contact us on sales@customprint.mu.