

ENIGO MEMBERSHIP TERMS & CONDITIONS

Please read the following terms and conditions carefully before signing up or making a transaction. ENIGO reserves the right to amend these member terms and conditions anytime, with or without prior notice to customers (hereon referred to as "ENIGO Agents" or "Agents"). As an ENIGO Agent, it is your responsibility to know and periodically update yourself on these terms and conditions so as to fully understand your member rights and privileges.

1. Membership

- 1.1 Application for ENIGO Membership is open to those residing in Malaysia aged 18 and above. However, approval of membership is subject to the discretion of the Management of ENIGO (Malaysia) Sdn. Bhd.
- 1.2 The management of ENIGO (Malaysia) Sdn. Bhd. has the right to decline any individual Member status or to terminate a Agent's membership at its discretion without prejudice.
- 1.3 Employees of ENIGO (Malaysia) Sdn. Bhd., its affiliates, subsidiaries, advertising agencies and suppliers are not eligible to become ENIGO Agents or participate in any ENIGO program.
- 1.4 Individuals who wish to join ENIGO as an Agent must first complete the online registration form on the ENIGO website (www.enigo2u.com.my). Those who qualify as dealers are required to pay RM100.00 as prepaid credit for their account. No other arrangement will be entertained. Each ENIGO agent is entitled to only 1 account (Online Member Account).
- 1.5 Registration fee (which shall also include, unless stated otherwise, a prepaid credit deposit) must be paid up before Membership activation. (For details in making Payment or Reloading / Top Up prepaid credit, please refer to clause #3. Payment / Depositing (Top Up) Prepaid Credit).
- 1.6 Agents may terminate their membership at any time, and the balance in their account will be refunded within 30 working days. Refund amounting RM5.00 or less will not be made. Those who decide to rejoin ENIGO will have to register and pay the standard fee again. As proof, all requests for termination of membership must be in writing and mailed to ENIGO (Malaysia) Sdn Bhd.

2. Ordering / Operations

- 2.1 All printing of ENIGO products will be solely undertaken by ENIGO or its appointed vendor. ENIGO Members are restricted from submitting any order for an ENIGO product to another printer/lithographer. If an Agent does not adhere to this condition, the management reserves the right to terminate his or her service account and membership as well as demand the return of all materials and information pertaining to ENIGO. In such a case, ENIGO (Malaysia) Sdn. Bhd. will reimburse that Agent for the return of materials which shall be considered "used" and payment shall be as according and subject to the condition of those materials.
- 2.2 ENIGO Agents are solely responsible for their own customers including any transaction such as payment collection.
- 2.3 ENIGO does not accept direct order(s) from Agents' customers.
- 2.4 All orders must be submitted online. (Refer to website for online ordering procedure)
- 2.5 ENIGO reserves the right to reject any order that does not comply with the standard product specifications for output set by ENIGO and stated in the Agents' handbook and ENIGO website.
- 2.6 Once an agent submits an order to ENIGO, it is considered a purchase. Once an order is in process stage (i.e., "Processing" & "Shipped" status indicated in the Order Page) it cannot be cancelled or changed. Agents who wish to cancel an order **in the process stage** will be charged a cancellation handling fee amounting to not less than RM50 or 40% of the final total cost of that order (whichever amount is greater). This handling fee will be automatically deducted from the prepaid credit available in member's Online Member Account. Should there be insufficient funds in that agent's account for deduction, that member will be prohibited from placing future orders as well as lose all membership privileges until the outstanding sum is paid up in full within 14 working days after notice is given.
- 2.7 If Agent is required to amend and resend artwork file to ENIGO, the order must be canceled. Agent is required to reupload the amended artwork into preflight system and place the order again.

- 2.8 Order will not be processed if printing fee due exceeds the available funds in Agent's account. Should this happen, Agent is required to top up (reload) prepaid credit in order to proceed with the order.
- 2.9 ENIGO provides printing services to its Agents only.
- 2.10 ENIGO will not provide colour proofing or proofreading services. However, we do provide Contract Proofing which is an optional service. (See Contract Proofing for more details)
- 2.11 ENIGO does not provide hardcopy of official receipts for purchases. Agents can print out the official receipts for their completed orders from the "Statement" page in the Member Web Page.
- 2.12 The ENIGO Member Account is updated daily and Agents can trace and print the statement of account from the Member Web Page.
- 2.13 ENIGO shall take legal action to prosecute any Agent whom we suspect of making fraud deposits/payments to us. We shall also terminate that Agent's membership and bar him/her from further use of our services.

3. Payment / Depositing (Top Up) Prepaid Credit

- 3.1 As ENIGO uses a prepaid system, orders will be debited from Agent's prepaid credit. Payment for membership registration: ENIGO Agents must fax a copy of the bank deposit slip or funds transfer printout with the sign-up confirmation printout to ENIGO upon paying registration fee and/or depositing prepaid credit (for payment method through bank deposit or online interbank funds transfer only). All deposited prepaid credits must tally to reload amount that member has indicated in Top Up Page. If deposited prepaid credits does not tally with the amount agent has requested to top up on web page, that deposited amount shall be the final amount credited into Agent's ENIGO account.
- 3.2 Registration Payment/Prepaid Credit Top Up methods:
 - (i) CASH BANK-IN to ENIGO (Malaysia) Sdn Bhd and deposited into ENIGO bank account
 - (ii) CHEQUE made payable to ENIGO (Malaysia) Sdn Bhd and deposited into ENIGO bank account
 - (iii) INTERBANK FUNDS TRANSFER
- 3.3 Activation of an ENIGO Agent Account is subject to ENIGO management approval and successful clearance of cheque or cash deposit or funds transfer verification by the bank.
- 3.4 Minimum prepaid credit to top up:
 - i) Cash (Bank-in) = RM100. Incremental in RM10s (ie. +RM100, +RM110, +RM120, +RM130, +RM140, etc.).
 - ii) Cheque Deposit = RM100. Incremental in RM10s (ie. +RM100, +RM110, +RM120, +RM130, +RM140, etc.).
 - iii) Interbank Funds Transfer = RM100. Incremental in RM10s (ie. +RM100, +RM110, +RM120, +RM130, +RM140, etc.).
- 3.4.a For top ups using cash or cheque deposit or interbank funds transfer, Agents are required to fax the bank-in receipt/statement as proof of deposit.
- 3.5. ENIGO does not provide a receipt for your Prepaid Credit Top Up/Deposit. If you require a statement of proof for your Prepaid Credit Top Up/Deposit, you can print a Top Up Confirmation Slip for the "Top Up" page.
- 3.6. Official Receipts for completed orders can be downloaded and printed out as reference from the "Statement" page.
- 3.7 RM5.00 and above in an ENIGO Member Account is refundable upon termination of membership by either party. As proof, all requests for termination of membership by either party must be in writing.

4. Pricing / Delivery

- 4.1 There is no surcharge for standard delivery.
- 4.2 Exact reprints will be charged at the same price.
- 4.3 Services, products and pricing are subject to change from time to time.
- 4.4 All goods are delivered to ENIGO Agents by ENIGO's appointed courier service company.
- 4.5 ENIGO will not liaise with any customer on Agent's behalf.
- 4.6 ENIGO will only entertain requests for rushed deliveries through its optional Urgent Job service. For special arrangements, Agents are required to write in or call Customer Service with their enquiry.
- 4.7. West Malaysia and East Malaysia will be offer at difference price. The price we charge is based on where Agent ship the goods to.
- 4.8 Goods delivered to ENIGO Members are packed according to ENIGO's standard packing and with printed samples attached on the outside. Once goods have left our ODM premises, they are no longer the responsibility of ENIGO (Malaysia) Sdn. Bhd. If there are any discrepancies in the print quality or quantity of goods, Agents are advised to call the ENIGO Customer Service to lodge a complaint.

5. Artwork File Preparation / Transfer

- 5.1 All artworks should be saved into individual files and according to each order.
- 5.2 All artworks must be sent to ENIGO through the Internet. Please download artwork specifications from our website to learn how to prepare file for uploading.
- 5.3 Due to the different colour displays on various monitors, printed colour of end product may differ from what appears on screen. Therefore ENIGO will not be responsible for colour discrepancies in the end product as a result of member's reliance on the said colour displays instead of ENIGO's CMYK Colour Reference manual to set his/her colours for output.
- 5.4 To avoid delays or inconveniences, ENIGO Agents are advised to check that their artworks comply with all ENIGO standard specifications, setting and format.
- 5.5 Auto Preflight Process
Before ordering, all members are required to upload their PDF/artwork file for inspection by ENIGO's auto preflight software which comes embedded in the artwork uploading module to ensure compliance with our selected PDF quality specifications.
- 5.6.1 Auto Preflight will only check for the following common errors encountered in PDF files:
 - i) Missing Font / Uncurve/Unpath Font
 - ii) Overprint fill / overprint stroke
 - iii) Resolution below 300 dpi
 - iv) Artwork contains RGB and/or PANTONE
- 5.6.2 The auto preflight process cannot be considered as the final stage of PDF/artwork file checking and ENIGO by no means acknowledges it as a complete solution for checking PDF/artwork files.
- 5.6.3 All PDF/artwork files that have been inspected by auto preflight will be stored on the ENIGO server for a maximum of 72 hours. After which, ENIGO will remove PDF/artwork file from server.
- 5.6.5 All amended PDF/artwork file are required to go through auto preflight process again.
- 5.7 Job Pending Cases
In the event ENIGO detects that Agent's submitted artwork for printing does not comply with ENIGO artwork setting standards:
 - 5.7.1 ENIGO will inform Agent of the problem via phone calls within 2 hours after receiving order. (Orders that are submitted after 6.00pm time will only be screened the following working day)

- 5.7.2 If Agent insists on proceeding to print without making recommended corrections highlighted in Pending Status, Agent does so at his/her risk. ENIGO cannot be held responsible for outcome of printout.
- 5.7.3 If an Agent makes an error while placing his/her order, for example: accidentally submitting the same order twice, that Agent must call to inform ENIGO Customer Service immediately. ENIGO will not be responsible for any consequences arising from that Agent's failure to inform customer service immediately.
- 5.8 ENIGO cannot be held liable for any consequences in the event an artwork error goes undetected.
- 5.9 Artwork sent must be in a single layout / layer. Do not lock / hide any object in the artwork.
- 5.10 No changes can be made to the artwork once submitted to ENIGO for printing.
- 5.11 ENIGO Agents are required to resend artwork for every repeat order.
- 5.12 ENIGO is not responsible for Agent's copyright infringement of artwork content.
- 5.13 ENIGO will not print jobs that contain offensive literature or images.

6. General Expectation on Printing Outcome

- 6.1 Colour reproduction or accuracy is generally subject to the limitations of gang-run printing method. Therefore, the accuracy of colour reproduction is NOT guaranteed as stipulated in our Colour Disclaimer (clause #7).
- 6.2 Printed surface dotted with dirt shall not be more than 1 dot per 5sqcm and the dot shall not be bigger than 0.3mm.
- 6.3 Tolerance of the cutting edge is +/- 1.5mm.
- 6.4 While ENIGO will take every caution when handling pressure sensitive materials like carbonless copy paper (NCR), we cannot guarantee that they will be completely free of markings after print.
- 6.5 For products with Spot UV finishing, tolerance of registration is +/-0.25mm. Member may not reject order if Spot UV defects affect only 2% or below of the printed quantity per order.
- 6.6 For products with hot-stamping finishing, tolerance of registration is +/-1.5mm.
- 6.7 For products with thin paper material such as money packet, art paper, simili loose sheer with hot-stamping finishing, stamping pressure may leave a stamping mark on the back of products. Hence, members shall notice this risk and ENIGO shall not be held responsible for the stamping mark on the back.
- 6.8 For product with die-cutting, tolerance of cutting is +/-1mm.
- 6.9 Any rejection for product related to the Default Security Tinting (confusing design) will not be accepted.

7. Colour Disclaimer (Offset Press)

In order to provide a cheaper end cost to our members and a quicker turnaround of the printed matter, ENIGO groups together CMYK work. This form of printing referred to as "gang-run printing" or "batch printing" is used for the printing of ENIGO's standard products, and marginal variations are to be expected from one print run to another.

As such, while we take great effort to match colours as accurately as possible, we cannot be held liable for these marginal colour variations or inaccuracies in the printed matter which may be more evident in reprints.

A 100% exact colour match is not possible. The most accurate means of colour matching entails printing the job in isolation (entire-run print) as a stand alone job. This means of printing should be supported by contract proofing and will result in the print cost of the job being significantly greater.

8. Product Refund / Reimbursement

If you are not satisfied with any product, please e-mail Customer Service within 7 working days of receiving your order. Please include your Agent name, order number and reason for dissatisfaction. At the same time, ENIGO will collect the printed goods from you within 7 working days. If we did not received the printed goods within 7 working days, ENIGO will charged the amount of the printed goods from your prepaid credit.

If you have not received your order within the specified delivery time, please contact Customer Service (FEEDBACK) not later than 7 working days from the date of the specified delivery time. Our Customer Service department will review your complaint and work with you to meet your expectations.

PLEASE NOTE:

We will only reprint or refund the cost of any print job that fails to meet the conditions under the General Expectation on Printing Outcome (Terms & Conditions, clause #6). However, we are not responsible for typing, image, or design errors introduced by customers in the artwork/document creation process. In an effort to keep costs down and pass those savings along to our customers, ENIGO does not review artwork/documents for content or spelling. In no way shall either ENIGO (Malaysia) Sdn Bhd or its subsidiaries, officers, directors, shareholders or employees be liable for any special incidents, indirect or consequential damages, mistakes or rejects of any kind whether or not the party has been advised of the possibility of such damages or rejects arising out of or related to an ENIGO Agent's action(s). The terms and conditions constitute all terms and agreements relating to Agents participating in the ENIGO Member Program.

9. ENIGO's Intellectual Property Rights

The names, text, images and logos identifying ENIGO or ENIGO (Malaysia) Sdn Bhd and their products and services are subject to copyright, design rights and trademarks of the ENIGO (Malaysia) Sdn Bhd Nothing contained in these terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, text, design right or copyright of ENIGO or ENIGO (Malaysia) Sdn Bhd Unless stated in written consent, a Member or party has no right to produce, copy, disseminate the names, text, images and logos identifying ENIGO or ENIGO (Malaysia) Sdn Bhd and their products and services.

If ENIGO (Malaysia) Sdn Bhd suspects an Agent has violated this condition, the management reserves the right to terminate that Agent's service account and membership as well as demand the return of all materials and information pertaining to ENIGO. In such a case, ENIGO (Malaysia) Sdn Bhd will reimburse that Agent for the return of materials and payment will be subject to the condition of those materials. ENIGO (Malaysia) Sdn Bhd also reserves the right to take legal action against any Agent who misuses any trademark, patent, design right or copyright of ENIGO or ENIGO (Malaysia) Sdn Bhd.

10. Contributions to the ENIGO Website

While Agents are invited to submit any contribution to the ENIGO Website (including any text, photographs, graphics, video or audio) Agents agree, by submitting your contribution, to grant ENIGO (Malaysia) Sdn Bhd. A perpetual, royalty-free, non-exclusive, sub-licenceable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to their contribution worldwide and/or to incorporate their contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the ENIGO's Privacy Policy. If an Agent does not want to grant to ENIGO the rights set out above, that Agent is prohibited from submitting his/her contribution to the ENIGO Website.