

Terms and Conditions

1. Customer warrant that customer will only submit a photo, logo, or image (collectively "Image") or text that customer own, or have the owner's permission to copy.
2. Customer warrant (where applicable) that customer will only submit an Image or text once customer have obtained the necessary authority of all individuals and organisations whose image, or property (including intellectual property), is reproduced in the Image or text. Authority may be given by a guardian in favour of a child.
3. All copyright and other intellectual property rights in the Personalised Stamps (excluding the Image or text that customer supply) belong to us. Customer must not copy or reproduce or authorise the copying or reproduction of any of our intellectual property.
4. The Image or text customer submit will not be stored (electronically or otherwise) and Pos Malaysia will not use that Image or text for any purpose other than creating customerr Personalised Stamps unless Pos Malaysia have customerr prior approval. Pos Malaysia will not return the Image or text which customer submitted.
5. Pos Malaysia reserve the right not to print customerr Personalised Stamps using the Image or text customer provide where Pos Malaysia deem, in our sole discretion, that the Image or text is unacceptable, indecent, inappropriate or offensive for whatever reason. In such instances, Pos Malaysia will inform customer of our decision and refund any payment customer have made to us apart from the application or administrative fee.
6. Without limiting the generality of clause 5 above, Pos Malaysia will refuse to process customerr order if Pos Malaysia consider, in our sole discretion, that the Image or text customer have submitted may be misleading, offensive to any ethnic or religious group, contrary to moral values of Malaysian society, contains any political message, may infringe copyright or any other intellectual property right, may be defamatory or may breach any law. Pos Malaysia may ask customer to prove that customer have the right to copy the Image and that permission has been obtained from persons featured in the Image. If customer are unable to prove this, Pos Malaysia may refuse to print customerr Personalised Stamps.
7. Notwithstanding our discretion in terms 5 and 6 above, customer agree to indemnify us against any and all claims, damages, expenses, and legal costs,

which Pos Malaysia suffer arising from or in connection with any breach of these Terms and Conditions, including without limitation any infringement of any individual or organisation's copyright or other intellectual property rights or unauthorised use of any Image or text of any person or property, and any other civil liability or penal sanction.

8. Customer acknowledge that the quality of the finished product is dependent on the Image or text submitted and that variation in colour, image quality and position may occur. Pos Malaysia reserve the right to change the images reproduced on the Personalised Stamps and frame designs without prior notice to customer. Please refer to the attached [Guidelines] for more information on the minimum requirements for the Images customer intend to submit to us.
9. To the extent permitted by law, Pos Malaysia will not refund or replace an order if the Image printed on the tab of customerr Personalised Stamps is of poor quality. Customerr use of the Personalised Stamps must not result in liability to us.
10. Pos Malaysia may change any aspect of, or withdraw the design of Personalised Stamps offered at any time without notice. Prices may be varied at any time at our discretion. Prices are exclusive of applicable tax (if any). Pos Malaysia may charge handling, postage and administrative fees for customerr application and may, but shall not be obliged to, give customer a discount.
11. The delivery service provided by us pursuant to these Personalised Stamps Terms and Conditions is subject to our [general terms and conditions for delivery of postal / courier items].
12. Pos Malaysia will endeavour to ensure that Personalised Stamps for applications submitted to our Philatelic Counter, Pos Malaysia Berhad, 2nd Floor, Bangunan Pejabat Pos Besar Kuala Lumpur, Kompleks Dayabumi, 50670 Kuala Lumpur will be produced and dispatched within 7 working days from approval of customerr application. Pos Malaysia do not guarantee delivery of customerr Personalised Stamps within this timeframe. Personalised Stamps for applications submitted to us at road shows, exhibitions and other events may take longer than 7 working days from approval of customerr application. If customer wish to use the stamps for a special occasion or bulk orders, please ensure that customerr order is placed early enough to allow ample time for customerr order to be fulfilled to meet the date of customerr event.

13. Pos Malaysia will not refund customer's payment because of delivery delays, and will not be liable to customer for any loss or damage caused by delivery delays.
14. Refunds will be given only where the stamps are faulty, damaged or rendered unsuitable to be used as postage, provided that customer's claim is made within 30 days of the date of delivery and customer can show to our satisfaction that any damage occurred before the Personalised Stamps Pos Malaysia are delivered to customer.
15. To the maximum extent permitted by law, Pos Malaysia Berhad's liability to customer for any claim in relation to customer's Personalised Stamps order is limited to refunding the payment customer has made for that order.
- 16.1. A base stamp and an Image will collectively constitute one Personalised Stamp. Customer may use the Personalised Stamps to pay postage on a postal article posted in Malaysia, or as a collectable. Each Personalised Stamp may only be used to pay postage on one occasion, and will be marked to denote cancellation.
17. Should there be any media release by the customer, the stamps must be clearly referred to Personalised Individual Stamp or Personalised Corporate Stamp (in order not to confuse the public) and Pos Malaysia will not be held responsible, neither on the Personalised Images/logo printed next to the base stamps nor the content of the media release issued by the customer.
- 18.1. These Terms and Conditions are governed by Malaysian laws and customer submit to the non-exclusive jurisdiction of the courts of Malaysia.