

## TERMS OF SERVICE

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### OVERVIEW

This website is operated by Arrangements. Throughout the site, the terms “we”, “us” and “our” refer to Arrangements. Arrangements offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

### SECTION 1 – ONLINE STORE TERMS

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### SECTION 2 – GENERAL CONDITIONS

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

### SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

### SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice due to the fluctuating price of the goods sold.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) within a reasonable amount of time, at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

### SECTION 5 – PRODUCTS OR SERVICES (if applicable)

Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

### SECTION 6 – BILLING AND PAYMENT

Client agrees to make the following payments and be bound by the following Terms and Conditions

1) The full amount due –OR– a 50% deposit shall be payable upon execution of this Contract. Any placed order whether online in person, or via any electronic means including, but not limited to phone & email, constitutes a contract and user is bound by all terms and conditions therein. Said sum shall constitute a non-refundable fee outlined below.

\*Important note: Your Event Date is not booked until the Secure-the-Date fee has been received and your date is not reserved until your payment has cleared the bank.

2) Payment Schedule – Invoicing will be billed at total amount – OR– 50 % of total invoice on the day of booking and also with final payment due no less than fourteen (14) days prior to Event Date payable in US funds. Payments not received by the due date will incur a late payment penalty fee at the rate of \$5 per day beginning the first day of the missed payment and continuing until the payment has been received and has cleared the bank.

#### SECTION 7 – CANCELLATION

1) In the event that Arrangements receives written or verbal notice from Client notifying of a cancellation within 72 hours of booking, a \$100 fee will be uncured. In the event that Arrangements receives written or verbal notice from Client notifying of a cancellation after seventy-two (72) hours of signed contract, Client agrees to pay fifty percent (50%) of the contracted price. If Arrangements receives written or verbal notice from Client notifying Arrangements of a cancellation less than thirty (30) days prior to the date of the event, Client agrees to pay seventy-five percent (75%) of the contracted price. All funds are non refundable if cancellation via written or verbal notice happens within 30 days of event. If Client shall fail to notify Arrangements of a cancellation in the manner as provided above, or in the event of breach of this Contract, then Client shall remain responsible for the full contract price specified, including all costs expense, damages and fees, (including costs of cancellations, court costs, and reasonable attorney's fees) incurred by Arrangements in enforcing this Contract.

4) This agreement is made in the State of Florida and shall be governed by Florida law. Volusia County, Florida, shall be proper venue for any litigation involving this agreement.

#### SECTION 8 – POLICY & PROCEDURE

1) Client agrees to be liable for any expenses and fees associated with work already completed and cancellation of vendors and/or facilities already booked.

2) Client hereby agrees to indemnify Arrangements for any loss or damage to equipment at the Event Site, provided the loss or damage was caused by person or persons other than Arrangements

3) Arrangements shall not be liable for omissions or failure to perform its obligation, when such is through accident or caused by events reasonably deemed beyond control of Arrangements. If Arrangements should be materially or physically incapacitated from performing its service for any reason, Arrangements shall have the option to be replaced by an equally qualified Floral Designer or event planner.

4) No warranties are hereby expressed or implied by Arrangements and shall not be liable for any direct and consequential damages including but not limited to damages arising from work performed or offered by vendors other than Arrangements arising out of the performance of service under this Contract.

#### SECTION 9 – RETURNED CHECKS & ADDITIONAL FEES

1) Any check returned by the bank will be charged an additional \$ 25.00 fee due immediately upon notification and payable in US funds, CASH only.

2) Additional fees and charges may include but are not limited to: mileage in excess of one hundred (100) miles round trip, accommodation expenses, early morning fee charge for arrival prior to 8:00am, parking and/or valet expenses, tips or gratuity.

3) An exact count of the total number of guests attending your wedding will be required no less than fourteen (14) days prior to the Event Date. There are no cancellations accepted after that date.

4) Any Rental Flowers and containers that are agreed upon rental materials, if not present at agreed upon time after wedding, shall be charged the full fee in prorated terms to buy the product.

#### SECTION 10 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### SECTION 10 – PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy. To view our Privacy Policy.

#### SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### SECTION 12 – PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state

regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Arrangements, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless Arrangements and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### SECTION 18 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of 725 North Peninsula Drive Daytona Beach US 32118.

#### SECTION 19 – CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### SECTION 20 – CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [contact@arrangemens.pro](mailto:contact@arrangemens.pro)