

BENEVA ENTERPRISES

Statement of General Terms & Conditions

Beneva Enterprises Terms and Conditions

The mission of Beneva Enterprises (BE) is to offer marketing materials and specialty gift items at the most affordable per piece prices to our members.

By registering to become a member of Beneva Enterprises (BE) you agree to the following Terms and Conditions. You understand that violating any of the following terms may result in the immediate cancellation of your membership and prohibit your involvement in future BE projects. You also agree that Beneva Enterprises may, at its sole discretion, remove a member for any reason or for no reason at all.

I. Membership Fee's

BE does not have a membership fee for participation in any print or specialty gift item projects.

II. Membership Levels:

- a. **Standard Members – Can purchase print marketing and specialty gift items as long as their delivery area is not committed to by an exclusive member.**
- b. **Exclusive Members** - We understand that it is beneficial to shops to be able to distribute unique marketing materials and specialty gift items in their marketplace. To that end, exclusive members *may be* allowed exclusivity for their delivery zip codes

II. Maintaining Exclusivity - First Right of Refusal:

1. Shop that has been granted *Exclusivity* in their marketplace by BE must **minimally** maintain an annual order volume and participate in a minimum of two (2) holiday print projects in order to retain their *Exclusivity*.
2. In addition, any shops with *Exclusivity* MUST either place their order for the upcoming holiday print project or exercise their First Right of Refusal during the Early Purchase period.
 - a. If a shop with *Exclusivity* does not place their order during the Early Purchase period or does not exercises their First Right of Refusal, then the shop forfeits their *Exclusivity* for that project.
 - b. That shop's area of *Exclusivity* will then be opened up to Standard BE Members who wish to order for that holiday.

III. Accuracy of Florists' Custom Text:

1. Each BE member has the sole responsibility for proofing all the text and pricing in their print materials in a **timely** manner and submitting their written approval of the proof BEFORE the materials are released to the printer.
2. BE cannot be held liable for any typographical errors or inaccurate information relating to any member's custom information. Members are advised to keep all shop information current and accurate at all times.
3. False claims of awards, accreditations, hours of operations, location, etc are unacceptable.
4. Any derogatory reference to a competitor is also a violation of these terms of service.

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IV. Payment Processing:

BE members must specify which payment option they want at the time that they place their order for a particular project. A 25% non-refundable deposit will need to be charged when we receive your signed order. The remaining balance will be charged prior to the shipping of the product. All payments are made by Credit Card unless preapproved .

1. Payment by Credit Card:

- a. BE will be charging the credit card for the 25% deposit upon receipt of the order.
- b. Prior to the shipping date (specified on the project's order form) BE will charge the same credit card for the remaining balance.

V. Special Early Ordering Discounts

BE, in its discretion, may choose to offer its members certain discounts for placing orders early. Any member seeking this discounts understands that if their order is not received in full by the Early Ordering Date specified on the project order form, will forfeit any discounts.

VI. Images Used in Print Materials:

1. BE members agree that all photo images used in BE marketing materials are the sole ownership of Beneva Enterprises.
 - a. Low Resolution Images – BE, in its discretion, may choose to release low resolution versions of these photo images to active BE members. Any member who receives these Images agrees to the following conditions:
 1. The Images are subject to use ONLY on the website of the BE member who requested the Images. The Images may NOT be used in any additional print materials.
 2. The Images may not be modified, altered, adapted, or changed, in whole or in part, to create derivative Images of any kind.
 3. The Images shall not be used in association with any trade name or mark other than the BE member's name.
 4. The Images shall not be transferred or given to any third party for any purpose without the prior approval of BE management.
 5. Members agree that their use of BE Images is solely at their own risk. BE members agree that the Images are provided on an "As Is" basis.

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6. BE members will be in violation of Terms and Conditions outlined in this document, if they scan, copy, download or otherwise obtain BE Images or advertising from any other BE member's website or from any other source whatsoever other than directly from an authorized Beneva Enterprises employee by e-mail or in CD form.
- b. High Resolution Images – Beneva Enterprises' policy is not to release the high resolution images used in their marketing materials to BE members. If, in its discretion, BE chooses to make an exception to this policy and release high resolution versions of these photo images to a BE member, that member must agree to the following conditions.
 1. The BE member must sign a release to obtain the Images.
 2. The BE member will be charged a fee to be determined by BE management. This fee must be paid in full BEFORE the Images are released to the BE member.
 3. The Images are subject to use ONLY for in-store applications. The Images may NOT be used in any additional print materials.
 4. The Images may not be modified, altered, adapted, or changed, in whole or in part, to create derivative Images of any kind.
 5. The Images shall not be used in association with any trade name or mark other than the BE member's name.
 6. The Images shall not be transferred or given to any third party for any purpose without the prior approval of BE management.
 7. Members agree that their use of BE Images is solely at their own risk. BE members agree that the Images are provided on an "As Is" basis.
 8. BE members will be in violation of Terms and Conditions outlined in this document, if they scan, copy, download or otherwise obtain BE Images or advertising from any other BE member's website or from any other source whatsoever other than directly from an authorized Beneva Enterprises employee by e-mail or in CD form.
2. BE reserves the right to refuse the release any or all of the Images to any BE member at any time. BE members agree that BE shall not be liable to you for loss or damages that may result from our refusal to permit such use.

VIII. Correspondence:

1. By joining Beneva Enterprises you agree to receive promotional materials via email and/or postal mail.
2. Your information will be used only by Beneva Enterprises.
3. We will not share or sell your email address or any other information.

IX. Proofing Procedures for Print Advertising

1. You will complete and submit the online customizing form for each project.
2. A proof will be created and sent to you for correction or approval.
3. You must carefully review all the information in your proof.

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4. Any corrections that are the result of the person customizing your project will be free of charge. Any corrections that are changes to the original customizing form will be subject to a \$35 fee. Subsequent changes to the original customizing will be subject to an additional \$35 fee.

5. Once you are satisfied with your project, you must approve it for print in writing via email.

6. Any corrections that are found during the final proofing process **after** you have approved the project for print will be subject to a \$95 fee to cover the cost of the printer making the change to your file.

IX. General Terms:

1. You agree that Beneva Enterprises, its parent company and affiliates are not liable for and will be held harmless for any communications, transactions, or actions of any members, consumers or vendors.
2. These Terms and conditions are subject to change without notice. It is the responsibility of each member to review this document periodically for changes or additions.

If you have any questions concerning the above please contact us at 941-308-3120, via email at info@BenevaEnterprises.com or by mail at Beneva Enterprises, 6981 Curtiss Avenue, Suite 8, Sarasota, Florida 34231.