

## Standard Membership Terms and Conditions

**Gift Basket Drop Shipping's Role** Gift Basket Drop Shipping will ship all 3 day select, 2nd day air and next day air orders received before 11 AM PST/ 1 PM CST/ 2 PM EST the same day and all 3 day select, 2nd day air and next day air orders received after 11 AM PST/ 2 PM EST the next business day. All ground orders will ship within 24-48 business hours (Business hours do not include weekends and or holidays). Gift Basket Drop Shipping reserves the right to alter same day shipping cut-off during all holiday periods.

**Gift Basket Drop Shipping's General Customer Service policy** Gift Basket Drop Shipping will make every effort to ship each and every order within the shipping deadlines and to complete customer satisfaction. Gift Basket Drop Shipping will replace or refund the wholesale value of any gift not meeting the customer's satisfaction, deemed damaged or defective. Refunds or replacements are only offered if the original gift can be retrieved for inspection. (Assuming the claim is made within the 3 day grace period.) Gift Basket Drop Shipping guarantees all gifts they ship will have the general look and product assortment as the photos used to represent them. (Substitutions are allowed as long as the value is equal or greater the substituted product. We will do our best to substitute within the same "family" of products at all times.)

**Membership Dues** Members are required to pay monthly membership dues of \$29.95 in any month in which they do not sell \$ 100.00 in merchandise (Merchandise only, not including shipping, and valued at wholesale cost). Membership dues are charged on the 5th of each month, charged to the credit card supplied on the enrollment form and cover the previous months dues. Dues will commence the month following enrollment. A decline of credit card for monthly membership dues may result in termination of your membership if not resolved within 3 business days. Membership fees are due and charged for the month in which you cancel if you cancel after the 5th of the month.

**Termination** Membership may be terminated at any time by providing written notice to the other party by regular USPS mail or fax to the current address on record of their intent to cancel. It is the sole responsibility of the affiliate to verify receipt and processing of the GBDS membership cancellation. All terms of this agreement will remain in full force and effect until the actual cancellation is received and acknowledged. Request of termination of this agreement by email or by phone is not acceptable notice and does not change the terms or term of this agreement. You may not cancel membership if you are still using our images. Membership fees will be charged as long as you use our images. Membership may only be canceled once each and every one of our images have been removed from your web site. We reserve the right to terminate your membership at any time with written notice. You may not at any time after you cancel your membership use the GBDS images in any way. All GBDS images are under copy right and may only be used by approved GBDS members. GBDS will not be responsible for cancellation notices lost by the post office or faxes never received and refunds of membership fees will not be offered. It is the sole responsibility of the affiliate to verify receipt and processing of the GBDS membership cancellation. We do not accept cancellations over the phone or via e-mail and speaking with a GBDS representative about intent to cancel does not constitute your membership being canceled. GBDS will contact all clients from whom they have received a cancellation notice from by E-Mail at the end of each month with cancellation notification. Membership fees are due and charged for the month in which you cancel if you cancel after the 5th of the month. Membership fees are due and charged for the month in which you cancel if you cancel after the 5th of the month.

**Payment** All orders will be charged to the credit card you supply. If your credit card is declined a 10.00 service fee will be added to your bill. It is at all times your obligation to ensure GBDS has the correct billing address in association with the credit card you have on file. GBDS will attempt to charge any and all outstanding monies on a daily basis until all such monies are paid in full. GBDS assumes no responsibility for NSF or bank fees associated with our attempts to collect money owed by charging your CC more than one time. It is the sole obligation of the GBDS client to provide valid and correct credit card information to pay for any and all orders placed. All outstanding amounts will incur a 10% interest fee until paid. Interest fees will be accrued monthly. If we need to send you to a collection agency to collect outstanding amounts due the collection agencies fee will be added to your invoice. We reserve the right to charge your credit card on a daily basis if necessary for any and all orders you have placed. Our standard policy is to charge the credit card you supply on a bi-weekly basis. We charge orders placed the 1st-15th on the 16th of each month and orders placed 16th- the end of the month on the 1st of the following month. We do not at any time allow clients to defer payment. The copies of your orders which you will receive via email are your receipts. No additional statements will be sent out.

**Images** The images contained on the Gift Basket Drop Shipping web site and CD sets will remain the sole property of Gift Basket Drop Shipping. We reserve all copy rights and authority over said images. You guarantee to not reproduce or copy these images in any printed format without written consent from Gift Basket Drop Shipping. You also guarantee to not misrepresent these images as creations of your own or use them to copy our designs and make the gifts yourself. You agree to only using the GBDS images for the

sole purpose of creating sales for your own profit and sending all sales resulting from the GBDS images directly to GBDS. You will not at any time obtain sales from GBDS images and attempt to create the gift baskets resulting from GBDS images yourself.

### **Building Websites**

GBDS Does not at any time allow web-developers or clients to use our images to build web sites for sale. If you are a web-developer you agree to not use our images for the purpose of marketing and selling web-sites. In the event you decide to sell your business: All clients agree to not sell their web-sites with the GBDS images on them without notifying GBDS in writing of the new owners name and full contact information. You may not at any time attempt to become the middle man between GBDS and other companies

### **Copyright & Trademark Notice**

GBDS images are under copyright and are exclusively designed by GBDS. GBDS images may not be copied or used without the explicit authorization of GBDS. The GBDS designs may not be copied or re-created by you at any time. GBDS will pursue all legal avenues available when our copyrights are broken and or our designs are copied and re-created fraudulently. Gift Basket designs are considered original works of art under Trademark laws and may not be copied by other designers without legal repercussions.

**Claims** All damage claims, discrepancies and late delivery claims must be made within 3 business days of the gift being received. There will be No exceptions to this policy. If a gift arrives damaged or there is a discrepancy Gift Basket Drop Shipping will make every effort to resolve the issue in a timely manner and to your customer's satisfaction. Credits and or refunds will be at the sole discretion of Gift basket Drop Shipping and will only be issued if damaged gifts or discrepancies can be verified by the carrier. If your customer disposes of the gift before we can verify the damages/ discrepancy we will not issue any refund. All claims must be issued in writing by fax or e-mail. Claims will not be accepted via the phone.

**Incorrect Address** All orders must be complete with the correct address, city, state and zip. Gift Basket Drop Shipping will not be responsible for a gift being mis-delivered or being delivered late when a bad address is supplied. We will ship to the address supplied on the order.

A 14.50 Fee will be added to your bill on ground shipments and a \$17.50 fee on air when a bad address is supplied and the carrier needs to make an address correction or when a suite number/ apartment number is not supplied. This fee may and will be incurred any time a zip code, city and state do not match.

Claims or requests for refunds on gifts returned due to a bad address will not honored.

Claims for late deliveries due to missing suite numbers/ apartment numbers or incorrect information will not be honored.

**Returns** In the event a carrier returns a gift due to being refused, a bad address being supplied or non availability of a recipient all shipping charges assessed by the carrier will be added to the members bill and the member will be charged a 20% restocking fee. Shipping charges usually consist of shipping to the recipient, shipping back to Gift Basket Drop Shipping and any address correction fees.

Gift Basket Drop Shipping will allow a 7 day return policy during which any recipient may return a gift at their own expense, within 7 days of receiving it, if not completely satisfied. A refund of the wholesale cost of the gift only will be honored.

**Orders/ Revenue Generated** Any and all orders generated by the use of images owned by Gift Basket Drop shipping shall and will be given to Gift Basket Drop Shipping. We periodically do secret shopper testing. If during this test Gift Basket Drop Shipping finds any member creating duplicates of our designs/ images himself or routing orders generated by our images to another vendor legal action will be taken. Orders will be accepted in the following two methods

1. Via e-mail by sending an order to [sales@giftbasketdropshipping.com](mailto:sales@giftbasketdropshipping.com)
2. On-line ordering by using the [www.giftbasketdropshipping](http://www.giftbasketdropshipping.com) order system.

In the event you need to make a change to an order you must contact us before 3:00 PM CST on the day the gift is scheduled to ship. If you contact us after the gift has been picked up by the carrier we will make every effort to make the correction with the carrier's assistance. Additional surcharges and fees will apply to all changes made after a gift has shipped and left our facility. Gift Basket Drop Shipping will not be held responsible for orders delivered late or lost due to a carrier's inability to make a correction.

Bulk orders will be considered any order of more than 10 gifts shipping directly to the member's location. (This means the address on the membership application.) Shipping rates will be based on total combined weight. Gift Basket Drop Shipping reserves the right to alter the same day shipping cut off on bulk orders

when they are being shipped directly to the member. All claims on bulk orders must be noted on the carriers paperwork and placed with Gift Basket Drop Shipping within 1 business day of being received.

**Substitutions** Gift basket Drop Shipping will make every effort to fill each order exactly as specified on the content listings. However in the event we are out of stock on any item we reserve the right to make substitutions of equal or greater value without prior notice. No refunds or credits will be offered due to substitutions. If for any reason we will be out of an item for an extended period of time Gift Basket Drop Shipping will notify members via email. During hot weather months all chocolate items will be substituted with hard candy items of equal or greater value.

**Fulfillment** Gift Basket Drop Shipping will make every effort to ship and fill all orders received. However if an order can not be filled Gift Basket Drop Shipping will notify the member within one business day. Additional credits will not be offered in the event we can not fill an order.

**Participation** Gift Basket Drop Shipping reserves the right to refuse membership or revoke membership of any member at any time. In the event membership is revoked or denied the said member will have no legal right to use any images owned or created by Gift Basket Drop Shipping.

**Responsibility** Gift Basket Drop Shipping is in no way responsible or liable in any way for your sites success the accuracy, or legality of it's content and operation. Further, you have independently evaluated the desirability of participating in our affiliate program and are not relying on any representation, guarantee or statement other than set forth in this agreement.

**Right to Modify** Gift Basket Drop Shipping retains the right to modify this agreement at any time. Changes will not be retroactive. If any modification is unacceptable to you, your recourse will be termination of your participation in our affiliate program. Continued participation will constitute acceptance of the modifications.

**Contacting Affiliates Customers** GBDS will never in any way or form contact the affiliates customers. Furthermore GBDS will hold all recipient and customer information in strict confidence and will not at any time share this information with a third party.

**GBDS Standard Affiliate Agreement,**

Date\_\_\_\_\_

Company Name\_\_\_\_\_

Representative Name\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_ State\_\_\_\_\_ Zip\_\_\_\_\_

Phone\_\_\_\_\_ Fax\_\_\_\_\_

Web Site\_\_\_\_\_

E-Mail\_\_\_\_\_

**Credit Card Authorization**

I \_\_\_\_\_ authorize Gift Basket Drop

Shipping to charge the credit card #\_\_\_\_\_

With the expiration of \_\_\_\_\_ as needed for any and all orders I have placed with them. In addition I authorize Gift basket Drop Shipping to charge this same credit card for the monthly membership fees of \$29.95 if I do not sell a total of \$100.00 in merchandise.

Signature\_\_\_\_\_

Date\_\_\_\_\_