



Terms & Conditions for Couture Business Gifting

This website is operated by Couture Business Gifting. Throughout the site, the terms “we”, “us” and “our” refer to Couture Business Gifting. Couturegifting.com (the “Website”) is intended for sole use by those wishing to review, consider, purchase or otherwise engage in commercial transactions involving Couture Business Gifting. By visiting our Website 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”). These Terms of Service apply to all users of the site including but not limited to browsers, vendors, customers, merchants, and/or contributors of content. We reserve the right to refuse service to anyone for any reason at any time. 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. Please read these Terms of Service carefully before accessing or using our Website.

Intellectual Property

Couture Business Gifting, gift designs are the sole property of Couture Business Gifting. Gifts may not be resold without written permission from Couture Business Gifting. Gift designs may not be altered in any way and still presented as Couture Business Gifting via social media, blogging or any other public forum.

U.S. and International Shipping

Couture Business Gifting ships within the United States, Alaska, Hawaii.

Free Shipping

Unless otherwise specified, offers of “free shipping” throughout the Couture Business Gifting website and across all social media accounts, refers to free shipping within the contiguous United States, Alaska, Hawaii are not entitled to free shipping.

Changes to Terms & Conditions

Couture Business Gifting, reserves the right to update or modify these Terms & Conditions at any time without prior notice. Any changes will become effective upon posting. Your access or use of the Couturegifting.com website following any such change constitutes your agreement to follow and be bound by the Terms & Conditions as changed. 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.

Food Allergy Disclaimer

Food products that Couture Business Gifting provides are generally labeled with possible allergen-containing ingredients from the manufacturer. Any non-labeled food always has a risk of possible allergen



contamination. All clients and their guests are encouraged to read the labels before consuming. Couture Business Gifting will not assume any liability for adverse reactions to food consumed including labeled and non-labeled food products.

Substitutions

We pride ourselves on working with small-batch and local artisan businesses and as a result, certain items can become unavailable on occasion without a lot of advanced notice. In the event an item is unavailable at the time of being ordered, we reserve the right to substitute an item of the same type, of equal or greater value, and as close to your original item as possible. If the item is especially unique and an appropriate substitution doesn't exist, we'll omit the item and issue a credit.

Warm Weather Shipping

Please note that ordering items subject to melting is at your own risk. Quality upon delivery of these items cannot be guaranteed by Couture Business Gifting. Couture Business Gifting will not issue refunds as a result of melting regardless of the time of year.

Product Packaging

On occasion, manufacturers may update their product packaging and ingredient lists. As a result, actual product packaging may differ from what is displayed on Couturegifting.com. It is the responsibility of the client and guests of the client to always read labels, warnings, and directions before using or consuming a product. For most current and/or additional information about a product, please contact the manufacturer.

Product Images

Couture Business Gifting has made every effort to display as accurately as possible the images of its products that appear at the Site. We cannot guarantee that your computer monitor's display of any product will be completely accurate.

Return Policy

All orders are final sale and non-refundable. If your order arrives and you're not satisfied, please contact us within 24 hours and we will work with you to make sure you are completely satisfied.

Hotel Delivery

While we do our best to communicate directly with the hotel on your behalf, we are not responsible for welcome gifts after they have been delivered and signed for by hotel personnel. It is the responsibility of the personnel of the hotel to notify the guest that there is a gift at the front desk and/or present the hotel guest with the gift. We do not offer refunds for packages not provided to hotel guests once the responsibility has been assumed by hotel personnel. We are not responsible for unclaimed packages. It is your responsibility to know and abide by the hotel's policies regarding welcome gifts and any associated fees that may apply. Couture Business Gifting is not responsible for delivery welcome gifts to guest rooms.



Shipping

Couture Business Gifting ships Monday – Friday if shipping is needed on the weekend there will be a \$15 surcharge on top of shipping charges.

It is your responsibility to provide correct shipping/delivery information. Accurate and complete information is required to avoid additional fees as well as delays in your order. Be sure to include accurate shipping information including full name, street address, apartment #, suite #, zip code, etc. If possible include recipient's telephone number as well as your day-time telephone number. If an item is returned to us due to incorrect shipping address or recipient refusal, we will charge a re-delivery fee. If an item is forwarded by a carrier due to incorrect shipping information, an address correction fee is charged to us and in turn will be charged to you.

We cannot provide a refund on delivery or shipping charges. We are not responsible for packages unclaimed from carriers to include USPS, UPS, FedEx. If packages are returned to us because they were unclaimed, we can arrange to have the gift sent to an alternate address for an additional shipping fee. We do not offer refunds because a package was not claimed by your recipient.

FedEx drivers obtain signatures at their discretion unless a signature is specifically required by the sender. Packages might be left at the residence without obtaining a signature. Signature service is an additional charge. If you would like to request a signature for your package, please call us to arrange your order by email hello@couturegifting. For orders over a certain dollar amount, we may require a signature and will notify you accordingly.

Returned Shipments

Should a gift be returned to our studio, COUTURE BUSINESS GIFTING will let Client know whose gift came back and what the reason was (i.e. not picked up, declined by recipient, invalid address).

Once Couture Business Gifting has determined that the gift meets company standards for quality, Couture Business Gifting will repackage it in a brand new shipping box with new packaging materials. The total fee for reshipping gifts that are returned to Couture Business Gifting is \$15 plus the cost of postage.

Couture Business Gifting will send Client an invoice and once it is paid, Couture Business Gifting will ship the gift to the recipient within 48 hours.

If Client does not pay the invoice to have a returned gift reshipped within 5 business days of invoice being sent by Couture Business Gifting, the gift will become the property of Couture Business Gifting. Couture Business Gifting is fully authorized to recycle, discard, or donate the gift at their sole discretion and any agreement to return or inventory is considered null and void. In this scenario, no refunds will be issued. If Client does not respond to a request for how Couture Business Gifting should handle returned gifts within 10 business days of being notified by Couture Business Gifting that the gift has returned back to the studio, the gift will become the property of Couture Business Gifting. Couture Business Gifting is fully authorized to recycle, discard, or donate the gift at their sole discretion and any agreement to return inventory is considered null and void. In this scenario, no refunds will be issued.



Damages

We must receive notification of damaged products within 24 hours of delivery. For products damaged during shipping, please keep all original packing material for courier inspection in order to file a claim with our shipper. We require an image of the damage to be emailed to us at hello@Couturegifting.com for our review.

Marketing

Couture Business Gifting, reserves the right to include a business card and/or insert card inside each welcome gift. We also reserve the right to publish finished products on social media, industry blogs as well as the Couture Business Gifting Blog.

Customizable Items

All customizable items (i.e. personalized gift tag or sticker templates, uploaded documents, custom printing) included as part of an order will be printed exactly as they are submitted by the customer. It is the customer's sole responsibility to ensure that all submissions are correct. Couture Business Gifting, is not responsible for any misspellings, typographical errors, omissions, or any other inaccuracies contained in any submissions provided by the customer.

Changes to Pricing & Services

Prices for our products and services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice 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. 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.

Submissions

We welcome your comments regarding the Couturegifting.com Website. If, either voluntarily or at our request, you send certain specific submissions in the form of 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.

Please know that any comments, feedback, notes, messages, ideas, suggestions or other communications sent to Couturegifting.com or Couture Business Gifting. (to include all social media platforms) shall be and remain the exclusive property of Couture Business Gifting. Additionally, all images and documents designed on and/or uploaded to our website shall be and remain the exclusive property of Couture Business Gifting. Your submission of any such Comments and/or Documents shall constitute an assignment to Couture Business Gifting. of all worldwide rights, titles and interests in all copyrights and other intellectual property rights in the Comments and/or Documents. Couture Business Gifting. will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way.

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Indemnification



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The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Hyperlinks

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify an affiliation nor do they signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices before engaging in any transaction.

Third Party Services

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own



privacy policies in respect to the information we are required to provide to them for your purchase-related transactions. For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers. If you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located. Once you leave our store's Website or are redirected to a third-party website or application, you are no longer governed by our website's Terms of Service.

Prohibited Uses

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.

Governing Law

These Terms of Service (and any separate agreements whereby we provide you Services) shall be governed in accordance with the laws of Goodyear, AZ 85338 USA.

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