

## **eflora Terms of Use (1 November 2020)**

These Terms of Use (“ToU”) are the terms and conditions upon which Interflora British Unit (“Interflora”), a company incorporated in England whose registered office is situated at Interflora House, Sleaford, Lincolnshire NG34 7TB, registered company number 0297087, makes the eflora service (“the Service”) available to Interflora Members (“you,” “your,” “the Florist/s” or “the Buyer”) as detailed below.

Signing up to these ToU or using the Service following receipt of these ToU or following any future amendment hereto, shall constitute your assent to these ToU, as may be amended or updated from time to time.

### **Definitions**

All definitions for capitalised terms not otherwise defined herein are as per Schedule 1.

### **1. Description of Service**

Interflora will:

- provide to the Buyer an infrastructure to host the Buyer’s Website (“Website”) and provide to the Buyer access to the Service which enables Customers to:
  - browse and search the product catalogue;
  - register personal accounts; and
  - place orders for products advertised on the Buyer’s Website;
- maintain the content of the Buyer’s Website (except for the portions of the content relating to the Buyer’s own images published on the Buyer’s Website (“Buyer’s Images”)); and
- communicate the orders placed by Customers on the Buyer’s Website to you.

To facilitate the above Interflora will:

- a. Develop the Buyer’s Website based on the Buyer’s Template, as selected by the Buyer in the sign-up form (the “Sign-up Form”) and based on the information provided in the Sign-up Form; see Clause 2 for further details.
- b. Host the Buyer’s Website either directly or via a third-party supplier selected by Interflora. Further details on website hosting services are covered in Clause 4.
- c. If the Buyer does not already have a domain name for their Website, Interflora will, at the Buyer’s request, obtain a domain name (which may include a linked email account) of the Buyer’s choice as provided in the Sign Up Form (“Domain Name”), subject to availability and Interflora’s Trademark Regulations, provided that the Domain Name and email address are not identical or similar to or otherwise contain any trademark or trade name of Interflora, or a third party.
- d. Interflora will process renewals for the Buyer’s Domain Name (and, if applicable, associated email address(es)); the Buyer has the right to ownership of the Domain Name (and, if applicable, email address(es)) and, if the Domain Name (and, if applicable, email address(es)) should be inadvertently registered in the name of Interflora, Interflora shall use reasonable commercial efforts to cooperate in the correction of the registration record of the Buyer’s Domain Name (and, if applicable, associated email address(es)) to reflect the

Buyer's ownership thereof. If the Buyer obtains the Domain Name for and any email address(es) associated with the Buyer's Website, the Buyer must do so at their sole expense; the Buyer must at all times designate Interflora to be the technical contact in the registration record of Buyer's Domain Name (and, if applicable, email address(es)) and the Buyer will be responsible for all necessary renewals of their Domain Name (and, if applicable, email address(es)) at their own expense. The Buyer hereby represents and warrants to Interflora that their Domain Name (and, if applicable, email address(es)), regardless of whether Interflora obtained it for the Buyer, does not and will not infringe upon any copyright, trademark, patent or other intellectual property right of any third party, including Interflora.

- e. All orders for Interflora Products placed via the Buyer's Website shall be dealt with in accordance with the Ordering Process in Schedule 4. The Buyer undertakes to comply with its obligations as set out in Schedule 4.
- f. The Buyer is solely responsible for all orders placed through the Buyer's Website. The Buyer's responsibilities include, without limitation, responsibility for lost, unprocessed or mishandled orders that result from the Buyer's failure to access the ROSEGold system, the Buyer being away from their business or computer, or any other reason.
- g. The Buyer is solely responsible for informing the customers of any lost, unprocessed or mishandled orders and for all other customer relationship matters relating to orders processed through the Buyer's Website.

Related services to be provided by Interflora hereunder are more particularly described on Schedule 3.

## **2. Eligibility & Compliance**

In order to be eligible for Interflora to develop and maintain the Website under these ToU, the Buyer must complete the eflora Sign-up Form and provide all other information and materials specified in the eflora Sign-up Form or otherwise requested by Interflora. The Buyer will be solely responsible for the completeness and accuracy of all information and materials provided to Interflora in connection with the Buyer's eflora Sign-up Form and otherwise under these ToU. In addition, in order to be eligible, the Buyer must at all times during the Term:

- a. be an Interflora Member in good standing;
- b. comply with all Interflora Current Agreements;
- c. promptly provide such assistance, information and content as required by Interflora from time to time to allow it to perform the Service;
- d. keep secure any identification, passwords and other confidential information relating to their account (and the Buyer shall notify Interflora immediately of any known or suspected unauthorised use of their account or breach of security, including loss, theft or unauthorised disclosure of passwords or other security information); and
- e. monitor their Website regularly and immediately report any issues to Interflora via the contact details provided in Clause 22.

In the event of the Buyer's account being found to have been transferred to another party, Interflora shall have the right to terminate the Buyer's (and such other party's) access to the Service and/or suspend these ToU immediately.

### **3. Fees**

The Buyer shall pay the charges as set out in Schedule 2.

All sums due and payable under these ToU shall be deducted by Interflora from the Buyer's Clearing House account in accordance with Current Agreements. All prices quoted are subject to VAT and VAT will be charged where applicable and at the applicable rate in force at the time of charging.

Interflora shall, at its discretion, be entitled to review and amend Charges annually as long as thirty (30) days' written notice has been provided.

### **4. Website Hosting Services / Service Availability**

Interflora will use commercially reasonable efforts to notify the Buyer of any scheduled downtime in advance, and to notify the Buyer of any unscheduled downtime as quickly as reasonably practicable.

The Buyer acknowledges and agrees that Interflora may:

- temporarily suspend for the purpose of repair, maintenance or improvement, part or all of the Service without notice (and Interflora undertakes to use commercially reasonable endeavours to restore the Service as soon as reasonably practicable after the completion of any such repair, maintenance or improvement);
- give or update instructions, regarding the use of the Service which in Interflora's opinion is necessary in the interests of safety, or to maintain or improve the quality of the Service (and any such instructions shall, whilst they are in force, be deemed to form part of these ToU); and
- vary the technical specification of the Service for operational reasons.

Interflora reserves the right to remove any Buyer content or material which Interflora deems inappropriate for the Service without notice.

Any access to other systems connected to the Service (such as ROSEGold) must comply with the rules appropriate for those other systems.

The Buyer may request Interflora to make changes to the Website free of charge, no more frequently than quarterly. Changes must be notified in writing, and Interflora will use commercially reasonable efforts to effect such changes within ten (10) working days of receipt. The Buyer will be notified when the changes have been made. It is the Buyer's responsibility to check and confirm changes to their Website within two (2) working days of notification.

Changes in addition to the quarterly update may incur additional charges. Any additional charges will be notified to the Buyer and the Buyer must confirm acceptance of the additional charges, in writing, before the changes can be made. Any such charges will be deducted from the Buyers Clearing House account.

The Buyer will:

- ensure they maintain adequate insurance coverage in respect of any loss or damage to data stored on the Service (and Interflora shall have no obligation to maintain any such coverage);

- not submit to Interflora for inclusion or post on the Buyer's Website any content or material that infringe upon the proprietary rights of any third party or that in any way defames Interflora or any third party or which is considered obscene in any jurisdiction;
- not engage in any unfair, deceptive or otherwise illegal conduct through the Buyer's Website; and
- will only submit for use in the content of the Buyer's Website Interflora trademarks, trade names and other Interflora proprietary materials in a manner consistent with authorisation given to the Buyer by Interflora to use such materials.

Without limiting the foregoing, and notwithstanding any other provisions of these ToU, Interflora reserves the right, in its absolute discretion, to refuse any content provided by you for inclusion in the Buyer's Website.

Interflora reserves the right, but disclaims any obligation whatsoever, to monitor the Buyer's Website content, and Interflora may (i) require the Buyer to immediately modify the content of the Buyer's Website if, in Interflora's sole discretion, it is being used in a manner contrary to law or the intent of these ToU, or (ii) immediately terminate the Buyer's Website.

## **5. Advertising & Email Marketing**

The Buyer's Website has been developed with search engine optimisation functionality to enable the Buyer to maximise their presence on search engine listings to promote their website in accordance with Current Agreements, specifically the Trademark Regulations. Notwithstanding the foregoing or anything to the contrary in these ToU, Interflora makes no representations or warranties as to, and does not guarantee, the placement of the Buyer's Website within search engine listings.

The Buyer can also separately advertise their Website online (e.g. in online directories), provided such advertising is in accordance with the Current Agreements (including without limitation the Trademark Regulations).

The Buyer may only offer consumer discounts in relation to any Interflora relay products offered via the Service if the order is transmitted through ROSEGold at the Interflora advertised price, and any discount is thereby funded by the Buyer.

With regard to any email marketing, the Buyer represents, undertakes and warrants to Interflora that any such emails will be sent in accordance with applicable laws and legislation (including Data Protection Laws).

## **6. Complaints**

In the event of a fault in the Service (i.e. downtime or interruption to the Service), the Buyer must contact Interflora's Service Desk (IT Support help desk) via the contact details provided in Clause 22 of these ToU. Interflora will not, in any event, be liable for interruptions or any downtime of the Service.

Any other complaints relating to the Service must be notified to Interflora via the eFlora Helpdesk immediately after discovery but at the latest within forty-eight (48) hours of identification of an issue. The contact details for the eFlora Helpdesk are provided in Clause 22 of these ToU. A detailed and accurate description of the issue must be provided.

Once the time limits referred to above have elapsed, Interflora will no longer be obliged to handle the complaint submitted by the Buyer.

## **7. Term and Termination**

These ToU apply for the Term. The Initial Term commences when notification of access to the Service has been provided by Interflora to the Buyer by electronic mail or post.

On completion of the Initial Term (and any Renewal Term), the Service will automatically renew for a successive calendar month period (each such successive period, if any, a "Renewal Term" and, together with the Initial Term, the "Term") unless terminated by either party giving ninety (90) days' prior written notice.

Interflora has the right to terminate these ToU and/or your access to the Service for any reason in its sole and absolute discretion effective immediately upon verbal or written notice to you. Without limiting the generality of the foregoing, Interflora may suspend or terminate these ToU and/or your access to the Service with immediate effect in the event of any of the following:

- a) you fail to pay any of the fees or charges payable under these ToU or any other payment owed to Interflora or any of its affiliates;
- b) your breach of any provisions of these ToU or your breach of any Current Agreements, in effect from time to time, whether relating to your Website or otherwise, and you fail to remedy such breach (where it is capable of being remedied) within seven (7) days' notice from Interflora;
- c) you cease to carry on business, go into insolvent liquidation, suffer the appointment of an administrator or administrative receiver, enter into a voluntary agreement with any of your creditors, or dissolve or are struck off;
- d) you or any of your co-owners or business partners die or terminate or suspend your business;
- e) you do anything or commit any act which is deemed by Interflora to be either contrary to the best interests of Interflora and/or the Association or otherwise brings Interflora and or/the Association into disrepute; or
- f) you cease to be an Interflora Member.

## **8. Effects of Termination**

The Buyer acknowledges and agrees that, in the event these ToU are terminated at any time for any reason, the Buyer's Website will be deactivated and removed, and the Buyer will have no rights or interests whatsoever with respect to the Buyer's Website or its contents (other than the Buyer's rights to its Domain Name, and, if applicable email address(es) and the Buyer's Images).

The Buyer is solely responsible for maintaining a copy of any of their images, which will not be returned to the Buyer in the event the Buyer's account or access to the Service is terminated for any reason.

The Buyer's sign-up to the Service requires a commitment to the Initial Term. If the Buyer chooses to terminate before the Buyer's Initial Term ends, the Buyer will immediately be charged all unpaid fees and charges in respect of the Initial Term.

In the event that the Service is terminated the Buyer must undertake within ten (10) working days of receipt of a written request from Interflora to:

- Return all property in its possession or under its control that belongs to Interflora in its possession together with all copies thereof; and
- To hand over all Customer Data (except Local Customer Data) relating to or generated from the Service and to delete and destroy any duplicate copies, either electronic or hard copies, the Buyer may have in their possession, with the exception of any copies that are required for legal purposes. Neither expiration nor earlier termination shall affect any charges or causes of action arising under these ToU prior to such expiration or termination. The parties' rights and obligations under Clauses 7 through 22 of these ToU shall survive any termination or expiration of these ToU.

## **9. Intellectual Property**

The Buyer acknowledges and agrees that Interflora owns all right, title and interest in and to the Buyer's Website (other than the rights to the Buyer's Domain Name(s), Buyer's email address(es) and Buyer Materials, each of which Interflora will have the right to use in connection with the Service) and its content, and all proprietary rights, including all patent, copyright, trade secret, trademark and other proprietary rights in and to the Buyer's Website and all modifications thereto, whether made by Interflora or any third party, including, without limitation, all algorithms, source codes, object codes, procedures and documentation.

The Buyer acknowledges and agrees that all Interflora Intellectual Property Rights subsisting in the Interflora Materials will at all times vest and remain vested in Interflora and its licensors and nothing in these ToU will operate as an assignment to the Buyer of such Interflora Intellectual Property Rights. Any and all goodwill generated through the use of any of the Interflora Materials shall accrue to Interflora.

Interflora grants to the Buyer a revocable, non-exclusive, non-transferable, non-sublicensable license to use Interflora's Intellectual Property Rights in the Interflora Materials solely for the purposes of, and to the extent necessary for, the receipt of the Service in accordance with these ToU during the Term and not in connection with any other service or product (whether offered by the Buyer or a third party) or any other purpose. The license granted under this paragraph will terminate automatically upon termination or expiry of these ToU.

The Buyer grants to Interflora a revocable non-exclusive, non-transferable license to use the Intellectual Property Rights in the Buyer's Materials solely for the purposes of, and to the extent necessary for, the provision of the Service during the Term.

The Buyer will not without Interflora's prior written consent, and will not assist, authorise, encourage or permit any third party to:

- Use or transmit any Interflora Materials on any website or network except as expressly permitted by these ToU or the Trademark Regulations;
- Modify or create derivative works based on any Intellectual Property Rights in the Interflora Materials;
- Disassemble, decompile or otherwise reverse engineer any Interflora Materials except as otherwise permitted by law; or

- Remove, obscure or alter any proprietary notices present in the Interflora Materials or Intellectual Property Rights of Interflora which appear on the Service or in Marketing Materials.

The Buyer may not display the name, logo, trademark or other identifiers of any third party on the Buyer's Website.

The Buyer will, as soon as reasonably practicable, notify Interflora in writing of any misuse of Interflora Materials or the use of Interflora Materials on the Website that is not in accordance with these ToU which comes, or is brought to, the Buyer's attention and, where possible, provide evidence of such misuse or use.

## **10. Data Protection**

Data protection in respect of these ToU and the Service is covered via Current Agreements (including without limitation the D-Share Agreement).

In addition to the Current Agreements, the following shall apply:

- a. The Buyer shall, during the Term, be entitled to use all Customer Data for marketing purposes involving the Customers. Upon expiration or earlier termination of these ToU, the Buyer shall be granted ownership of their Local Customer Data as referenced in Clause 8.
- b. In the event a Customer is a customer of both the Buyer and Interflora, each party will be entitled to market to that customer during the Term, and upon cessation of these ToU each party will retain rights to market to that customer.

## **11. Disclaimer of Warranty**

THE BUYER AGREES THAT THEIR USE OF THE SERVICE IS AT THEIR SOLE RISK, AND THAT THE SERVICES HEREUNDER ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NONINFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

INTERFLORA DOES NOT WARRANT THAT THE BUYER'S WEBSITE OR THE SERVICES PROVIDED HEREUNDER WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE BUYER'S WEBSITE OR THE BUYER'S USE OF OR ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE OR AVAILABLE FOR ANY PARTICULAR PERIOD OR LENGTH OF TIME, OR THAT ANY DEFECTS IN THE BUYER'S WEBSITE WILL BE CORRECTED. FURTHERMORE, INTERFLORA DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE PERFORMANCE, USE OR THE RESULTS OF THE USE OF THE BUYER'S WEBSITE IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. INTERFLORA IS NOT RESPONSIBLE IN ANY WAY WHATSOEVER FOR ANY LOST, UNPROCESSED OR MISHANDLED ORDERS, INCLUDING, WITHOUT LIMITATION, ANY SUCH ORDERS RESULTING FROM YOUR FAILURE TO CONNECT TO ROSEGOLD OR YOU BEING AWAY FROM YOUR SHOP OR YOUR COMPUTER. INTERFLORA IS ALSO NOT RESPONSIBLE IN ANY WAY WHATSOEVER FOR INFORMING THE CUSTOMERS OF ANY LOST, UNPROCESSED OR MISHANDLED ORDERS, OR FOR ANY CUSTOMER RELATIONSHIP MATTERS RELATING TO THE BUYER'S WEBSITE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INTERFLORA OR ANY AUTHORISED REPRESENTATIVE OF INTERFLORA WILL CREATE A WARRANTY.

## **12. Limitation of Liability**

CONSISTENT WITH CLAUSE 11 ABOVE, IN NO EVENT WILL INTERFLORA BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF REVENUE, PROFITS OR LOST SAVINGS, ARISING OUT OF ANY MATTER RELATING TO THE BUYER'S WEBSITE OR THE SERVICES PROVIDED UNDER THESE TOU, EVEN IF INTERFLORA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. WITHOUT LIMITING THE FOREGOING, INTERFLORA'S AGGREGATE LIABILITY UNDER OR RELATING TO THESE TOU WILL IN NO EVENT EXCEED AN AMOUNT EQUAL TO TWELVE (12) MONTHS' SUBSCRIPTION FEES PAID BY THE BUYER UNDER THESE TOUS. IN ANY EVENT NO CLAIM SHALL BE BROUGHT AGAINST INTERFLORA UNLESS THE BUYER HAS NOTIFIED INTERFLORA OF THE CLAIM WITHIN ONE (1) YEAR OF IT ARISING.

## **13. Additional Representations, Warranties and Covenants of the Buyer.**

The Buyer represents, undertakes and warrants to Interflora that they:

- a. will use the Service only for lawful purposes and that they will not use the Service in any manner which infringes any law or regulation, or which infringes the rights of any third party, nor will they authorise or permit any other person to do so;
- b. will not post, link, transmit or otherwise make available on or through links to the Service or the Buyer's Website any content or material which infringes on any third party's Intellectual Property Right or is unlawful, harmful, threatening, abusive, harassing, tortuous, vulgar (including without limitation, pornography, and depictions of drug abuse or violence), obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise considered by Interflora in its absolute discretion to be objectionable, unlawful or in any way prejudicial to the legitimate business interests of Interflora; and
- c. will not cause or introduce a software virus or other disruptive programme to the Service or the Buyer's Website.

## **14. Indemnification**

The Buyer agrees that they will indemnify and hold harmless Interflora, its affiliates and its and their respective members, shareholders, partners, officers, directors, managers, employees and agents (collectively, the "Interflora Parties"), from and against any and all cost, expense, liability, loss and damage, including, without limitation, reasonable legal fees and costs, relating in any way to (a) the Buyer's breach of any of the representations, warranties or covenants in these ToU, (b) any information, graphics, materials or content the Buyer provides to Interflora to post on the Buyer's Website, including without limitation, Buyer Images, Buyer Domain Name, keywords and any Customer email addresses, (c) any order placed by Customers on the Buyer's Website, or (d) the transfer of any customer information collected through the Buyer's Website to or from Interflora and Interflora's use of such customer information in connection with Interflora's services.

## **15. Transfer of ownership**

The Buyer may not assign or otherwise transfer these ToU to anyone, including any parent, subsidiaries, affiliated entities or third parties, without Interflora's prior written consent. Any attempted assignment or other transfer without such consent shall be void, and any such attempt shall be deemed to be a breach of these ToU. As used herein, the terms "assignment" and

“transfer” shall include (a) any sale or transfer of all or substantially all of your assets, (b) a merger, consolidation or reorganisation, and (c) a change in ownership.

Interflora may assign these ToU at its sole discretion with or without notice to you.

## **16. Notices**

All notices required under these ToU shall be in writing and shall be deemed to have been received when either personally delivered or sent via registered post. The address for the Buyer will be the address their Interflora membership is registered at, and for Interflora the address provided in Clause 22.

## **17. Entire ToUs**

These ToU, together with its Schedules, if any, embody the complete and exclusive agreement of the parties and supersede all other communications, oral or written, and understandings between the parties relating to the subject matter of these ToU. These ToU may be amended at any time by Interflora in its sole and absolute discretion with or without notice to you. You should regularly review these ToU as posted on the Interflora Online Marketplace, to check for amendments, as your continuing use of the Service following any such amendment shall constitute your assent thereto. The Buyer may not amend these ToU at any time without the prior written consent of Interflora.

## **18. Force Majeure**

No party hereto shall be liable for failure in or delay to the performance its obligations (except for payment obligations) under these ToU if such failure is caused by any event or condition that is outside the reasonable control of the affected party, including, but not limited to, civil commotion, fire, flood, earthquake, strikes, epidemic/pandemic, labour troubles, war, natural disaster, act of God, act of terrorism and acts of governmental entities.

## **19. Legal Fees**

In the event of any legal proceeding relating to these ToU, the prevailing party will be entitled to recover all of its reasonable legal fees and costs from the non-prevailing party.

## **20. Governing Law**

These ToU shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these ToU.

## **21. Miscellaneous**

Neither the failure nor any delay to exercise a right, remedy or privilege under these ToU shall operate as a waiver thereof, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same. If Interflora waives any breach by the Buyer, such waiver shall be limited to that particular breach. If for any reason a court of competent jurisdiction finds any provision of these ToU, or portion thereof, to be unenforceable, such provision shall be enforced to the maximum extent permissible, and the remainder of these ToU shall continue in full force and effect.

## **22. Contact Details**

**Interflora British Unit:** Interflora House, Sleaford, Lincolnshire NG34 7TB. Switchboard: 01529 30414

**eflora Services:** Email: [Digital.Services@interflora.co.uk](mailto:Digital.Services@interflora.co.uk)

**Interflora Service Desk:** Email: [Service.desk@interflora.co.uk](mailto:Service.desk@interflora.co.uk)

## Schedule 1 – Definitions

**Association** means, an unincorporated association of florists and others which is known as “Interflora”

**Buyer Content** means any content that is not Interflora Content provided by the Buyer including, but not limited to, any text, graphics, logos, photographs, images, sound, illustrations, branding, trademarks, promotional or marketing materials, get-up or other visual content and other material and related documentation featured, displayed or used on the Service

**Buyer Materials** means any material, information and/or data provided by the Buyer pursuant to these ToU of Use including, without limitation, the Buyer Intellectual Property, Buyer Content, and any documentation relating thereto

**Buyer Intellectual Property** means all logos, marks, signs, designs or other copyright marks (including but not limited to registered and unregistered trade marks), copyright and other Intellectual Property Rights (but excluding Interflora Intellectual Property) supplied by the Buyer to Interflora from time to time for use in relation to the promotion or marketing of the Products and/or the Service

**Buyer’s Website** means the Florist’s eflora website located at the domain name notified by the Buyer to Interflora in connection with these ToU

**Charges** means the charges payable by the Buyer to Interflora in connection with the Service as set out in Schedule 2

**Customer(s)** means any customers or users who access and use the Buyer’s Website and/or purchase products via the Buyer’s Website

**Customer Data** means all Customer-related data or other information as defined under Data Protection Laws generated or collected via the Service

**Current Agreements** means the current membership agreements and any ancillary agreements between Interflora and the Florist, which include any agreements with respect to services or products offered by Interflora to Interflora Members (which include, but may not be limited to, the Bye-Laws, Brand, Supplier and Finance Handbooks, D-Share Agreement and the Trademark Regulations) as the same may be amended, supplemented or otherwise modified from time to time

**Data Protection Laws** means all Applicable Laws relating to data protection, the processing of personal data and privacy, including: (a) the Data Protection Act 2018; (b) the EU Directives; (c) the General Data Protection Regulation (EU) 2016/679, (d) the EU GDPR as amended and included into UK law under the UK European Union (Withdrawal) October 2018; if in force, together with any local applicable law supplementing and interpreting the regulation; and (d) Privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on Privacy and Electronic Communications); and (c) any guidance, directions, determinations, codes of practice, orders, notice or demands issued by any Supervisory Authority or any applicable national, international, regional or municipal authority or other data privacy and data protection

laws or regulations in any other territory in which the Service is provided or received or which are otherwise applicable

**D-Share Agreement** means the Data Protection Agreement all Interflora Members sign up to with Interflora as part of their membership and is included by reference to Current Agreements

**Hosting Services** means the hosting services to be provided by Interflora as more particularly described in Clause 4 of these ToU

**Initial Term** is 12 months

**Intellectual Property Rights** means all current and future copyright, patents, trademarks or rights in databases, inventions or trade secrets, know-how, rights in designs, trade and business names, marks and devices (whether or not registered) and all other intellectual property rights and applications for any of those rights (where such applications can be made) capable of protection in any relevant country in the world

**Interflora Member** (“the Buyer”, “the Florist”) means a person who is at the relevant time a member of the Association in good standing

**Interflora Content** means any content that has not been created by the Buyer and has been provided by Interflora for use on the Service including but not limited to any text, graphics, logos, photographs, images, sound, illustrations, branding, trademarks, promotional or marketing materials, get-up or other visual content, general website design and other material and related documentation featured, displayed or used on the Service

**Interflora Intellectual Property Rights** means all logos, marks, signs, designs or other copyright marks (including but not limited to registered and unregistered trade marks), copyright and other Intellectual Property Rights (but excluding the Buyer’s Intellectual Property) used by Interflora in relation to the promotion or marketing of Interflora Products and/or the Service including, without limitation, the marks set out in Schedule 5 of these ToU (“Interflora Trade Marks”) and as otherwise notified to the Buyer from time to time by Interflora

**Interflora Materials** means any material, information and/or data not created by the Buyer and that has been provided by Interflora to the Buyer pursuant to these ToU including without limitation, the Interflora Intellectual Property, Interflora Content, and any documentation relating thereto

**Interflora Order** means an order placed by a Customer for any product type where the delivery address is not located within the Local Delivery Area and is required to be transmitted through the Interflora Relay Network pursuant to the Ordering Process

**Interflora Products** means the range of products as from time to time provided to the Buyer for sale via the Service unless as otherwise specified

**Interflora Relay Network** means the network of florists that have joined the Association to enable them to send and receive orders between themselves and via Interflora both nationally and internationally

**Local Customer Data** means any Customer Data of Customers whose recorded address is located within the Buyer’s Local Delivery Area

**Local Delivery Area** means the Buyer's local delivery area as registered with Interflora British Unit and as may be updated from time to time on request from the Buyer

**Local Order** means an order placed by a Customer for any product type where the delivery address is located within the Local Delivery Area

**Marketing Materials** means promotional and marketing materials created or developed in relation to the Interflora Products

**Ordering Process** means the process applicable to the placement of orders by Customers for the purchase of Interflora Products via the Buyer's Website as set out in Schedule 4 of these ToU

**Renewal Term** means successive Calendar month periods after the Initial Term

**ROSE/ROSEGold** means the computerised system approved or recommended by Interflora for the transmission of orders

**Templates** means the standard website design templates from which a Buyer selects its website design. Available template designs will be provided in the Sign-Up Form and the Sign-Up Form will include other information from the Buyer that is required by Interflora to build the Website

**ToU** means these Terms of Use as may be varied or amended from time to time and includes any Schedules included with these ToU

## **Schedule 2 – Charges**

The following fees and charges are applicable for the Service:

### **Sign Up Fee: £150.00**

The Sign Up Fee is a one off fee for initial consultation and design customisation service, Website build, domain name registration (if required), Social Media link creation, Business email account (if required), Pre-loaded Interflora content and assets, Google Analytics set up, initial training, activation of website.

### **Monthly Fee: £79**

The Monthly Fee is for Website hosting and maintenance, content management service, monthly site reporting, annual Website health check, digital support team, annual domain and SSL certificate renewals (if applicable)

### **Site Order Fee: 7.5% of total order value (including any delivery charges)**

The Site Order Fee is applicable on all orders placed via the website and marked as 'delivered'. This Fee is for merchandising and conversation rate optimisation, merchant fees (Worldpay), fraud monitoring and protection, order management (use of ROSEGOLD) and customer care support.

Further fees are applicable when the Interflora Relay Network is used to fulfil an order placed on the Website and these charges are as outlined in the Current Agreements and specifically in the Finance Handbook.

### **Schedule 3 – eflora Service (the Service(s))**

The eflora Service is subject to the following:

#### eflora Service Setup

Interflora will, upon receipt of a completed Sign-up Form from the Buyer:

- Develop a website to include a shopping basket based on the Buyer's choice of design from available selections. The Website will be hosted through a server storing the data relating to said Website. Further details relating to the website hosting service can be found in Clause 4.
- If requested by the Buyer, setup one (1) domain name on behalf of the Buyer. Further details relating to the Domain Name service can be found in Clause 1.
- If requested by the Buyer, set up an email account linked to the Buyer's domain name. Further details relating to the email service can be found in Clause 1.
- Provide scanning and optimising of the Buyer's business logo for online usage as required.

The Website will include:

- Endorsement of Interflora branding within it
- The Buyer's business information and contact details (physical address, telephone number and email as a minimum) as provided within the completed Sign-up Form
- Links to your social media accounts where provided
- Homepage search engine optimisation (SEO)
- Options for Customers to purchase Interflora Products available from the Interflora catalogue

#### Monthly Maintenance

Interflora will:

- Provide (directly or via a third-party supplier) a server to store the data relating to the Buyer's Website
- Manage hardware, licensing and upgrades of the Service
- Automatically update the Buyer's Website with Interflora product images from the Interflora catalogue
- Add to the Buyer's Website any additional local product ranges required based upon product information being provided to Interflora which must include as a minimum:
  - Product Code/reference
  - Product name
  - Short description
  - Long description
  - Required selling price
  - Available from and to dates
  - Up to three (3) product images suitable for web display

- Complete one (1) quarterly update for changes to the Buyer's website copy and business information equivalent to a maximum of one (1) hour's labour
- Ensure that orders gathered from the Buyer's Website are recorded in the usual way on your Clearing House Statement
- Provide access to standard reporting, visitor sales volume and conversion statistics to measure the Buyer's Website performance
- Ensure renewal of Domain Name(s) registered by Interflora on behalf of the Buyer as required
- Provide order care where required
- Provide technical support where required

#### **Schedule 4 – Ordering Process**

Two (2) types of orders can be placed by the Customer on the Buyer's Website, depending on the products listed for sale. These two types of orders are identified as Local Orders and Interflora Orders, as defined in Schedule 1, Definitions.

An order will be placed by the Customer on the Buyer's Website. The Customer's credit card will be verified, and the order will be transmitted via ROSEGold to the appropriate delivering florist for fulfilment.

1. In the case of a Local Order this order will be sent to the Buyer (unless the Buyer is unable to fulfil the order, for example, by way of the Buyer's shop being closed for holiday); and
2. In the case of an Interflora Order this order will be sent to the appropriate delivering florist for fulfilment using the Interflora Relay Network.

Commissions payable in respect of Interflora Orders placed or satisfied by the Buyer's Website shall be calculated in accordance with the Clearing House Bye-Laws.

The online order process for Interflora Products purchased via the Buyer's Website will follow the procedures in place for orders pursuant to Current Agreements, in particular the Order Procedure Bye-Laws and the Clearing House Bye-Laws. The Buyer undertakes that it shall at all times comply fully with Current Agreements.

In order to facilitate the above processes, the Buyer undertakes that it shall ensure that its ROSE terminal is at all times activated and capable of receiving and transmitting data.

## Schedule 5 – The Interflora Marks

The following are correct versions of the Interflora wordmark and the Mercury Figure.

### **The Interflora Wordmark:**

The Interflora wordmark is owned by the American company Interflora Incorporated.

# Interflora®

### **The Mercury Figure:**

The Mercury Figure is owned by the American company F.T.D. Incorporated.

