

POPPY

YOUR POPPY, INC.

Wedding Flower Terms of Service

By submitting your information through the Poppy Weddings Payment Portal and associated payment, you and your future spouse (sometimes referred to as “**The Couple**”) each agree to be bound by the terms and conditions outlined herein (the “**Terms of Service**”), which shall govern your relationship with **Your Poppy, Inc.** and its affiliates (referred to as “**Poppy**”, “**us**”, “**our**” or “**we**”). These Terms of Service constitute a legally binding agreement made between The Couple and Poppy concerning the scope of certain wedding flower services as further outlined herein. You agree that you have read, understood, and agree to be bound by all of these Terms of Service. If you do not agree with all of these Terms of Service, do not submit your Poppy Weddings Payment Portal.

1. Definitions and Interpretation. Capitalized terms not otherwise defined herein shall refer to the applicable information you have selected or otherwise provided in the Poppy Weddings Payment Portal or as otherwise defined in the Detailed Proposal. In addition, the following definitions shall apply in these Terms of Service:

- a) “**Detailed Proposal**” means the Wedding Flower Proposal containing the agreed scope of services between us and The Couple. The Detailed Proposal forms part of these Terms of Service and shall have effect as if set out in full in the body of these Terms of Service. Any reference to these Terms of Service includes the Detailed Proposal.
- b) “**Invoice**” means an invoice provided by us to The Couple detailing the cost due and payable by The Couple to us for the provision of the Services (as defined below) agreed in the Detailed Proposal or for additional fees and costs outlined herein.
- c) “**Payment Plan**” means the applicable schedule and terms of payment you selected in the Poppy Weddings Payment Portal.

2. Privacy. Please refer to Poppy’s [Privacy Policy](#), which explains how we collect, use, and disclose information that pertains to your privacy. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these Terms of Service.

3. Description of Services. We will provide flower arrangements and other associated services for The Couple on the Wedding Date at the Wedding Ceremony Location, Wedding Delivery Location, or pickup location, as applicable, in accordance with the Detailed Proposal (the “**Services**”). If, for any reason, we are prevented from providing the Services at the Wedding Ceremony Location or Wedding Reception/Cocktail Hour Location at the applicable date and time due to restrictions imposed by the wedding venue, we will work with The Couple to find a reasonable solution. However, Poppy will not be responsible or liable for its inability to perform to do venue restrictions. The Services are intended for individuals who are at least 18 years old. Persons under the age of 18 are not permitted submit requests for the Services.

4. Fees and Payment Schedule.

- a) Payment, including applicable taxes and fees, shall be made by The Couple to Poppy pursuant to the Payment Plan. Payment can be made by The Couple to us by credit card or Automated Clearing House.

The first payment in a series made by The Couple is refundable within 7 days of payment or 60 days prior to the Wedding Date, whichever date is earlier. With that exception and unless otherwise agreed, all fees are in U.S. Dollars and are non-refundable.

- b) For Services involving delivery and/or installation, we require parking for delivery vehicles. Any parking fees (if not paid in advance) will be billed to The Couple in a separate Invoice, and any invoiced amounts are due upon receipt.
- c) In the event your payment information becomes invalid, you agree to provide new valid payment information to Poppy upon request so that we may charge you for the payment of any outstanding balances owed. If your credit card information expires or changes and you do not provide updated payment information, you will remain responsible for any uncollected amounts, plus any costs we incur related to collection efforts. Poppy reserves the right to change the required method of payment at any time, upon notice to you.
- d) If amounts outlined in any Invoice are not paid when due, Poppy reserves the right to (i) postpone or discontinue any Services, (ii) apply interest on such overdue amounts at one and one-half percent (1.5%) per month until paid, (iii) automatically charge such outstanding amounts to your payment method on file, and/or (iv) recoup from you any legal and/or collection fees incurred by Poppy regarding any unpaid and overdue amounts.
- e) Payment processing services are facilitated by Stripe, Inc. (“**Stripe**”) and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Services Agreement](#) (collectively, the “**Stripe Services Agreement**”). By agreeing to these Terms of Service, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of us enabling payment processing services through Stripe, you agree to provide us accurate and complete information about you and your business, and you authorize us to share it and transaction information related to your use of the payment processing services provided by Stripe.

5. Additional Services. Any additional services required following the scope of the Detailed Proposal must be requested by The Couple in writing to us, and, if agreed, a new Invoice will be issued by us. Any additional cost arising from any additional services must be paid in full at least seven (7) days prior to the Wedding Date. Any additional services agreed 7 or less days prior to the Wedding Date must be paid for by The Couple on the date of issue of the new Invoice for the relevant additional services.

6. Changes/Cancellations. Once the Invoice and these Terms of Service have been accepted and signed by the Parties, The Couple has 30 days to finalize the Detailed Proposal. After 30 days, The Couple may only adjust the Detailed Proposal by +/- 10% of its original total. Any final changes to the Services or the terms of the Detailed Proposal requested by The Couple should be made at least 60 days prior to the Wedding Date in order to ensure availability of our time and product availability. Significant changes to the detailed proposal may not be able to be accommodated. Changes made within 60 days before the Wedding Date are subject to time and availability. Any changes may be subject to additional charges. Changes to the proposal will not

be considered within 30 days of the event. All deposits and payments made under these Terms of Service are non-refundable regardless of cancellation date.

7. Substitutions. We will do everything possible to prevent substitutions. Please note, that due to weather, pests, and seasonal changes, some flowers are not available when they typically should be and/or are not acceptable quality. Additionally, we cannot guarantee exact colors but will use our best efforts to provide the colors you have requested. Colors range from flower to flower and can change depending on the weather and other factors not in our control. We reserve the right to make substitutions in our sole discretion. The integrity of the proposed color scheme will be maintained, and flowers of equivalent value will be used.

8. Weather. We will do everything possible to keep flowers as fresh as long as possible, but we are not responsible for flowers damaged by heat, excessive winds, and other environmental factors at the venue. As stated above, substitutions may be used. If The Couple insists on a flower that may be delicate in nature, we will endeavor to explain the delicate nature of the flower, however, The Couple is ultimately responsible for doing their own research and making an informed decision about which flowers are most appropriate for the environment of the Wedding Ceremony Location. We will not be held liable for decisions made by The Couple in relation to their flower choices, and no refund will be issued if there are any problems with a flower chosen by The Couple on the Wedding Date.

9. Flower care. Please note that all bouquets should be kept in water, out of the direct sun and preferably in an air-conditioned space in-between events on the Wedding Date. The Couple is solely responsible for the flowers and associated arrangements and ensuring their proper care once they are delivered to the Wedding Ceremony Location. Poppy shall not be liable or responsible for the flowers after they are delivered.

10. Rentals. Any dried or fake florals, botanicals, and other items expressly identified as rentals in the Detailed Proposal are considered rentals (“**Rentals**”). Rentals may be collected by Poppy at the end of the wedding ceremony, provided that you must return all Rental to Poppy within three (3) days of the Wedding Date. Any additional day(s) are subject to additional fees, due upon return. If we need a Rental item(s) returned sooner, we reserve the right to make arrangements to retrieve the item(s). The only exception is when these items are used in bouquets. This includes but is not limited to pampas grass, dried palms, etc. Cacti and succulents are also considered Rentals unless otherwise specified in writing (as vases/vessels will have to be purchased and billed if The Couple would like to keep those items). A refundable deposit for Rentals will be collected seven (7) days before the Wedding Date and returned to The Couple within one (1) week after the receipt and evaluation of the Rental items by our team. Poppy will deduct from the deposit, in its sole discretion, any costs associated with repairing or replacing damaged Rentals. Poppy retains all right, title, and interest in and to the Rentals.

11. Candles. We are not responsible for any damage caused by candles, including but not limited to fire and wax. We are not responsible for the cleaning of any dripped or spilled wax off tables, linens, and items not provided by us. If candles do not stay lit due to weather conditions, we will leave a lighter with the Coordinator or catering staff for them to try to light later. Depending on

our set-up schedule, we might have to light candles at an earlier timeframe if the Coordinator or catering staff will not do so.

12. Damages. The Couple accepts full responsibility and may be billed for lost, stolen or damaged items that belong to us. The value of each item is to be determined by us, and an Invoice will be issued.

13. Photography Rights. Unless you request otherwise, The Couple gives Poppy permission to use photographs and videos of The Couple, the Wedding Ceremony Location, and the Wedding Reception/Cocktail Hour Location setting and to post those photographs and videos on our website and social media channels. The Couple acknowledges that this is for promotional purposes only and that The Couple will not receive any compensation of any kind. There shall be no expiration period for this permission.

14. Delivery and Set-Up Times. The Couple agrees to a one-hour window for delivery and, if Poppy is performing installation and set-up Services under the Detailed Proposal, up to an additional four (4) hours for set-up and installation of any deliverables. Any additional waiting periods for delivery and/or set-up will be subject to a rate of \$75 per hour for delivery and installation Services and/or \$40 per hour for pickup Services, which will be invoiced to The Couple and must be paid within 14 days of the Invoice being sent. Any additional deliveries (including a second event location, transfer of items, or separate delivery of personals), or The Couple's failure to pickup deliverables within the predetermined pickup window, will incur an additional charge and are subject to rescheduling based on Poppy's availability. Hourly rates apply if you would like us to stay and move any arrangements from one site to another and are subject to availability. Please note that flower strike is included in installation Services, if applicable.

15. Indemnification. The Couple shall indemnify, hold harmless, and, unless otherwise directed by Poppy, defend Poppy and its affiliates, directors, officers, employees, contractors, and agents (collectively, the "**Indemnified Parties**") from and against any and all third party suits, actions, claims and resulting liabilities, losses, damages, judgments, payments, penalties, fines, fees, costs and expenses (including reasonable attorneys' fees) (collectively, "**Liabilities**") arising from any third party claim relating to or based on the gross negligence or intentional misconduct of The Couple, Coordinator (if applicable), the Pickup Point of Contact (if applicable), a wedding guest, any party affiliated with the Wedding Ceremony Location, or any of the foregoing's affiliates, contractors, employees, or agents or the failure by any of the foregoing parties to abide by the duties and responsibilities attributed to The Couple in these Terms of Service.

16. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THESE TERMS OF SERVICE TO THE CONTRARY, (i) IN NO EVENT SHALL POPPY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS, LOST REVENUE, LOST SAVINGS, BUSINESS INTERRUPTION, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, WHETHER OR NOT POPPY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, NEGLIGENCE, OR TORT (INCLUDING STRICT

LIABILITY), AND (II) POPPY'S AGGREGATE LIABILITY IN CONNECTION WITH THESE TERMS OF SERVICE SHALL NOT EXCEED THE FEES PAID BY THE COUPLE TO POPPY HEREUNDER.

17. No Warranties. NOTWITHSTANDING ANY TERMS TO THE CONTRARY IN THESE TERMS OF SERVICE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, GUARANTEES AND OTHER KINDS OF PROMISES, EXPRESS OR IMPLIED, RELATED TO THE SERVICES AND ASSOCIATED MATERIALS, RENTALS, CONTENT, AND OTHER DELIVERABLES. THE SERVICES AND ASSOCIATED MATERIALS, RENTALS, CONTENT, AND OTHER DELIVERABLES ARE PROVIDED ON AN "AS IS" BASIS.

18. Dispute Resolution.

- a) These Terms of Service and any legal proceeding or action related hereto will be governed and interpreted by and under the laws of the State of Delaware. To the extent permissible by law, in the interest of resolving disputes between you and Poppy in the most expedient and cost-effective manner, you agree that any dispute arising in connection with this Agreement will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms of Service and the Services. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. All arbitration proceedings between you and Poppy and associated information will be confidential unless otherwise agreed by the parties in writing.
- b) Any arbitration between you and Poppy will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (collectively, "AAA Rules") as modified by this Agreement. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
- c) To the extent any action cannot or may not be legally resolved through arbitration, you agree to bring any such action solely before a federal or state court in Delaware and that such courts shall have sole and exclusive jurisdiction over such an action.

19. General Provisions.

- a) In order to facilitate the Services, you consent to receiving certain communications regarding the Services from Poppy or its employees, contractors, or subcontractors by e-mail, phone, or text message. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- b) Neither Poppy nor you may assign or otherwise transfer these Terms of Service or

any of its rights and obligations hereunder without the prior written consent of the other party, except we may assign our rights or obligations in connection with a merger, acquisition, or sale of all or substantially all of our assets. We may perform all or any part of the Services using one or more consultants or subcontractors.

- c) If any provision in these Terms of Service is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, such finding shall not affect the other provisions of these Terms of Service and the invalid or unenforceable provision shall be deemed modified so that it is valid and enforceable to the maximum extent permitted by applicable law.
- d) These Terms of Service (including the Detailed Proposal and information you have submitted through the Poppy Weddings Payment Portal) represents the entire agreement between Poppy and you with respect to the Services and supersedes all previous or contemporaneous representations, proposals, or agreements, whether written or oral. Any modification or amendment hereof must be approved in writing by Poppy.
- e) If any incapacitation were to prevent us from executing on your wedding flowers, we would do everything in our power to work within our network to make sure your wedding was covered. However, in the event we are prohibited from providing Services on the Wedding Date due to hospitalization, auto accident, transportation breakdown/disruption, traffic difficulties, acts of God such as a fire, flood, earthquakes or inclement weather or other unforeseen event beyond our reasonable control or other cause of non-arrival on the Wedding Date, The Couple fully understands and agrees that Poppy shall not be responsible or liable for its failure to perform its obligations hereunder. In any event, Poppy, and its agents and assigns, shall not be held liable for any or damages (including punitive) due to non- performance of any Services resulting from such incapacitations, non-arrival, errors and/or omissions of any type. Compensation will be determined on a per event basis between The Couple and us if such incapacitations occur.

20. Special Provisions Related to COVID-19. In the event that your wedding ceremony is forced to reschedule due to government or venue restrictions related to COVID-19, and if you provide Poppy prompt (2 months) written notice of such required rescheduling, the following provisions shall apply.

- a) Deposits are still required for bookings. However, fees or payments made to Poppy pursuant to the Payment Plan prior to notice of a required rescheduling will be applied to an event on your rescheduled Wedding Date.
- b) The pricing in your Detailed Proposal will be locked and honored by Poppy until the anniversary of your original Wedding Date.
- c) Our booked clients will remain Poppy's top priority. If you have already paid your deposit, we will guarantee Services for your rescheduled Wedding Date as long as you notify us in writing of the rescheduled Wedding Date at least two (2) months prior to the Wedding Date.
- d) Poppy shall not be entitled to return any deposits, fees, or other payments made by you, even if you do not reschedule your wedding ceremony.

- e) Poppy will make a good faith effort to find a suitable refund solution or rescheduled wedding date.

[End of Terms of Service.]