

Case Number: 353587288387467
ARN: 75125960080000000391540
Merchant ID (MID): 519701280401829
Reason Code: 10.4 - Other Fraud - Card Absent Environment

To whom it may concern:

Fresh Flowers is an urban farm providing locally-grown flowers to New York City residents. We practice sustainable, eco-friendly farming and encourage customers to shop local.

Prices vary depending on the type of flowers and delivery method our customers choose. Orders can be placed online at our website or by calling our customer service number.

Our 100% Satisfaction Guarantee means we stand behind our product and experience. We want to be sure every customer is happy with our flowers! Customers can call us for any reason and we will refund or replace their order as desired. Subscriptions can be canceled anytime, for any reason, with just a few clicks or a phone call, and any upcoming delivery can be skipped if desired.

On 2021-02-02, Sarah Williams completed an order on our online store in the amount of \$112.95. Sarah Williams is now disputing the validity of this transaction in the amount of \$112.95

Because **dispute case #353587288387467** was categorized as reason code **10.4 - Other Fraud - Card Absent Environment**, we have included the following details. This evidence explains why we are challenging the dispute and request a reversal.

- **The transaction returned a positive AVS Match Code of “Y - Exact match, 5 digit zip - Street Address, and 5 digit ZIP Code match”**
- **The transaction returned a positive CVV/CVC Match Code of “M - CVV2 Match”**
- **The transaction used 3D Secure to validate the transaction authenticity.**
- **The shipping and billing address are an exact match**

At Fresh Flowers we are committed to 100% customer satisfaction and would have embraced an opportunity to resolve the dispute with Sarah Williams. However, since the transaction has been disputed, we request a reversal based on the included compelling evidence. Thank you for your time and reviewing this information.

Sincerely,

The Fresh Flowers Processing Team

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Transaction Information

Dispute amount \$112.95	Transaction amount \$112.95	AVS Match Y - Exact match, 5 digit zip - Street address and 5 digit ZIP code match
Card brand Visa	Transaction date 02/21/2021	CVV Match code M - CVV2 Match
Payment card number 546345-xxxxxx-5465	Transaction ID 6634684894995985	3D Secure Yes, 3D Secure was verified
Card expiration date 02/2024	Authorization code 6648854895989584	
Transaction type 1st chargeback		

Order Information

Billing first name Sarah	Shipping first name Sarah	Email address sarah.w334@gmail.com
Billing last name Williams	Shipping last name Williams	IP Address 112.34.56.765
Billing address 2234 West Magnolia Lane	Shipping address 2234 West Magnolia Lane	Phone number (760) 234-45672
Billing country United States of America	Shipping country United States of America	Tracking Number 667384674588959905937744
Billing state California	Shipping state California	Shipping provider USPS
Billing city Mission Viejo	Shipping city Mission Viejo	Delivery date 02/06/2021
Billing zip code 92314	Shipping zip code 92314	

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Proof of Delivery

Quick Tools

Ship a Package


Send Mail

Manage Your Mail

Shop


Business Solutions

USPS Tracking™



Customer Service ›
Have questions? We're here to help.

Tracking Number: 9261299998829522583992



DELIVERED

Product & Tracking Information

Available Actions

Postal Product:
Package Services

Features:
USPS Tracking™

DATE & TIME	STATUS OF ITEM	LOCATION
February 6, 2021, 3:45pm	Delivered	Mission Viejo, CA 92314
Your item was delivered at 3:45pm on February, 6, 2021 in Mission Viejo, CA 92314		
February 6, 2021, 9:11am	Out for Delivery	Mission Viejo, CA 92314

Order History and/or Customer Service Notes

shopify

Search

Home

Orders

All orders

Drafts

Abandoned checkouts

Products

Customers

Analytics

Marketing

Discounts

Apps

SALES CHANNELS

Online Store

Point of Sale

Facebook





Settings

Timeline

Show comments

MA

Leave a comment...



Post

Only you and other staff can see comments

FEBRUARY 6

This order was successfully delivered

12:36pm EDT

This order is out for delivery

12:36pm EDT

This order is scheduled for delivery today

12:35pm EDT

FEBRUARY 2

This order has been fulfilled and is pending delivery

10:41am EDT

The order was created in the amount of \$112.95

10:41am EDT

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Terms & Conditions

THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER THAT IMPACT YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. IF YOU LIVE IN THE UNITED STATES, PLEASE READ IT CAREFULLY.

Fresh Flowers, LLC and its affiliates (“FF”) currently own or operate the following brands: Freshflowers.com, FreshFlowers, the Fresh Flowers logo, among others. These brands may be updated from time to time by FF without notice.

FF provides certain products and services through: (a) its various websites including, but not limited to, www.freshflowers.com, www.ff.com, www.thefreshflowers.com, and other websites that it may introduce or acquire in the future; (b) various social media accounts, including, without limitation, Facebook, Twitter, Instagram, Pinterest and YouTube; and (c) through FF’s various other messaging, telephone and other forms of communications, mobile technologies, applications and services, in each case, as may be updated by FF from time to time (collectively, the “FF Services”). Your use of the FF Services and any of its information, content and services available through the FF Services are subject to these terms and conditions (“Terms”), the Privacy Policy, and any applicable site-specific policies included by reference in these Terms.

These Terms are current as of the Effective Date. FF reserves the right to change these Terms from time to time. Please consult these Terms from time to time since FF may, at any time, and without notice, revise these Terms by updating this posting.

Please read these Terms carefully.

By accessing or using the FF Services, you are bound by these Terms and any revisions, so you should periodically visit this page to review the current Terms. Access or use of the FF Services following any change to the Terms constitutes your agreement to those changes. If, at any time, you choose not to accept the terms of these Terms, you should not access or use the FF Services.

You agree that you do not have any rights in the FF Services and that FF will have no liability to you if the FF Services, or any portion thereof, are discontinued or your ability to access or use the FF Services is terminated.

Procedures for Purchases

By accessing or using the FF Services, you agree to the various FF policies and procedures that apply to the purchase of the products or services offered through the FF Services, which are made part of these Terms. Prices will be those in effect at the time of purchase (in U.S. dollars) and unless otherwise specified, exclude freight, handling fees, taxes, and duties. Pricing is based upon product availability and subject to correction or change at any time without notice. You are responsible for payment of all applicable taxes. All products are subject to availability. FF reserves the right to accept, reject or cancel any order and to correct any errors, including, without limitation, publishing, descriptive, typographical, or any other similar errors.

You authorize FF to hold, receive and disburse funds in accordance with your payment instructions. Your authorization permits FF to (a) debit or credit your credit card, debit card, or other payment methods that we accept (“Cards”); or (b) initiate recurring charges from your Cards if you signed up for a service that requires automatic billing. When you place an order, you authorize and order FF to commit your payment to the applicable FF entity. Your authorizations will remain in full force and effect while you maintain your account with FF.

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Terms & Conditions (continued)

Binding Arbitration / Class Waiver

You and FF agree that all disputes, controversies and claims related to these Terms (including the Privacy Policy, FF Services and any order for any product or services from FF) (each a "Claim"), shall be finally and exclusively resolved by binding arbitration as described in this Section, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other.

1. YOU EXPRESSLY AGREE THAT ANY LEGAL CLAIM, DISPUTE OR OTHER CONTROVERSY BETWEEN YOU AND FF ARISING OUT OF OR OTHERWISE RELATING IN ANY WAY TO THE FF SERVICES, INCLUDING CONTROVERSIES RELATING TO THE APPLICABILITY, ENFORCEABILITY OR VALIDITY OF ANY PROVISION OF THESE TERMS OR FF'S PRIVACY POLICY AND PRACTICES (COLLECTIVELY "DISPUTES"), SHALL BE RESOLVED IN CONFIDENTIAL BINDING ARBITRATION CONDUCTED BEFORE ONE COMMERCIAL ARBITRATOR FROM THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), RATHER THAN IN A COURT, AS DESCRIBED HEREIN. THE ARBITRATION WILL BE GOVERNED BY THE AAA'S COMMERCIAL ARBITRATION RULES AND, IF THE ARBITRATOR DEEMS THEM APPLICABLE, THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY "RULES AND PROCEDURES"). YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT.
2. Payment of arbitration costs will be governed by the AAA's fee schedule, unless you are able to show that your portion will be prohibitive as compared to litigation costs, in which case FF will pay as much of your arbitration costs as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to litigation costs. FF also reserves the right in its sole and exclusive discretion to assume responsibility for all arbitration costs imposed by the AAA. Each party agrees to pay its own attorneys' fees and expenses unless there is a governing statutory provision that requires the prevailing party to be paid attorneys' fees and expenses.
3. The arbitration may be conducted in Chicago, Illinois or, upon the plaintiff's request, in the city closest to plaintiff's location where AAA maintains an office, unless the parties agree otherwise in writing. The arbitrator's award shall be final and binding on all parties subject to these Terms and may be entered as a judgment in any court of competent jurisdiction.
4. For more information on AAA, its Rules and Procedures, and how to file an arbitration claim, you may call AAA at 800-778-7879 or visit the AAA website at www.adr.org.
5. To the fullest extent permissible under applicable law, all Disputes shall be resolved by binding confidential arbitration on an individual basis.
6. YOU AND FF AGREE THAT THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES. NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION. YOU AND FF FURTHER AGREE THAT THERE IS NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL, PROVIDED HOWEVER THAT NOTHING HEREIN SHALL BE DEEMED TO PREVENT A PARTY FROM SEEKING PUBLIC INJUNCTIVE RELIEF IN ARBITRATION UNDER THIS AGREEMENT WHERE APPLICABLE LAW PROVIDES FOR SUCH A RIGHT.
7. Notwithstanding anything to the contrary herein, to the extent the Dispute arises from (i) a violation of your or FF's intellectual property rights in any manner; (ii) any claim related to, or arising from, allegations of theft, piracy, unauthorized use or a violation of the Computer Fraud and Abuse Act; and (iii) any claim for equitable relief; then both parties agree that a party may seek injunctive remedies (or an equivalent type of urgent legal relief) in a state or federal court consistent with the

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Terms & Conditions (continued)

“Governing Law” section below, and both parties consent to exclusive jurisdiction and venue in such courts. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court’s jurisdiction in lieu of arbitration.


Warranty Disclaimer

YOUR USE OF THE FF SERVICES IS AT YOUR SOLE RISK. FF MAKES NO WARRANTY THAT THE FF SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS OTHERWISE SET FORTH IN THESE TERMS, ALL FF SERVICES INCLUDING, WITHOUT LIMITATION, ANY MATERIALS, PRODUCTS OR SERVICES PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATION CONTENT, OR SYSTEM INTEGRATION. FF ALSO DISCLAIMS ANY LIABILITY FOR CLAIMS ARISING OUT OF MISUSE, IMPROPER PRODUCT SELECTION, IMPROPER INSTALLATION, PRODUCT MODIFICATION, MISREPAIR OR MISAPPLICATION. FF DOES NOT WARRANT THAT THE FF SERVICES WILL BE AVAILABLE OR OPERATE IN AN UNINTERRUPTED, ERROR-FREE OR COMPLETELY SECURE MANNER OR THAT ERRORS OR DEFECTS WILL BE CORRECTED.

LAWS IN CERTAIN STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES. TO THE EXTENT SUCH LAWS APPLY, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS SET FORTH HEREIN MAY NOT APPLY AND OTHER RIGHTS MAY BE AVAILABLE.

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Website Images



Fresh Flowers Checkout

Cart > Information > Shipping > Payment

Contact information

Email or mobile phone number

☐ Keep me up to date on news and exclusive offers

Shipping address

First name

Last name

Company (optional)

Address

Apartment, suite, etc. (optional)

City

Country/Region

State


ZIP code

United States

Illinois


< Return to cart

Continue to shipping



Sunshine Bouquet

\$55.00



Mixed Flower Bouquet

\$50.00

Subtotal

\$105.00

Shipping

Calculated at next step

Total

USD \$105.00



Fresh Flowers Checkout

Cart > Information > Shipping > Payment

Contact

Ship to

Shipping method

☒ Economy

5 to 8 business days

Free

☐ Standard

3 to 4 business days

\$6.00

< Return to information

Continue to payment



Sunshine Bouquet

\$55.00



Mixed Flower Bouquet

\$50.00

Subtotal

\$105.00

Shipping

Free

Total

USD \$105.00

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Website Images (continued)

Cart > Information > Shipping > Payment

Contact

Ship to

Method

Payment

All transactions are secure and encrypted.

Credit card

VISA

MasterCard

Discover

and more...

Card number

Name on card

Expiration date (MM / YY)

Security code

☐ PayPal

Billing address

Select the address that matches your card or payment method.

☒ Same as shipping address

☐ Use a different billing address

[Return to shipping](#)

Pay now

By clicking Pay Now, you agree to our [Privacy Policy](#) and [Terms of Use](#).

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Bouquet of the Month Club

Small

Months to month plan @ \$50.00/month

One delivery, auto-renewing on the 1st of the month.

Subtotal

Shipping

Total

\$50.00

Free

USD \$50.00

Your payment method will be charged \$50.00 on the 1st of each month.