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 Transaction amount AVS Match

Card brand Transaction date
Visa 02/21/2021 CVV Match code

M - CVV2 Match
Payment card number Transaction ID

546345-xxxxxx-5465 6634684894995985 **3D Secure**Yes, 3D Secure was verified

Card expiration dateAuthorization code02/20246648854895989584

Transaction type
1st chargeback

Order Information

92314

Billing first name Shipping first name Email address

Sarah Sarah sarah.w334@gmail.com

Billing last nameShipping last nameIP AddressWilliams112.34.56.765

Billing addressShipping addressPhone number2234 West Magnolia Lane2234 West Magnolia Lane(760) 234-45672

Billing country Shipping country Tracking Number

United States of America United States of America 667384674588959905937744

Billing stateShipping stateShipping providerCaliforniaCaliforniaUSPS

Billing city Shipping city Delivery date

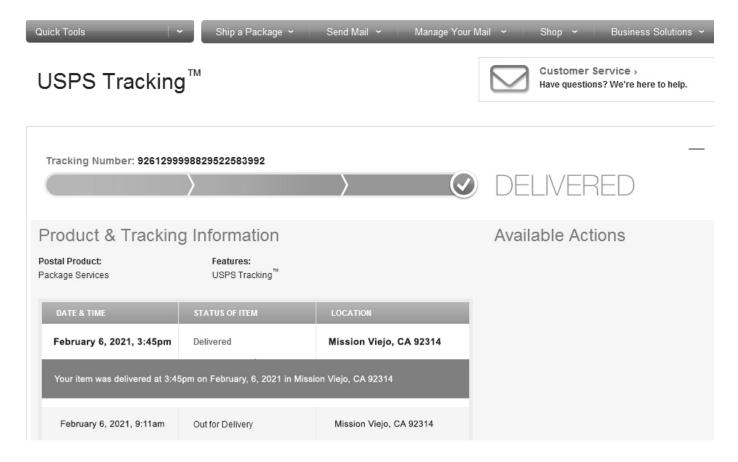
Mission Viejo Mission Viejo 02/06/2021

Billing zip code Shipping zip code

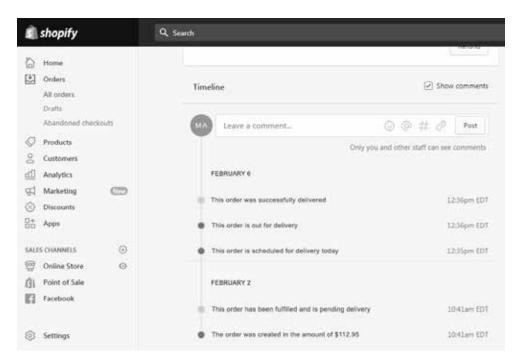
92314

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Proof of Delivery



Order History and/or Customer Service Notes



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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.

Reason Code: 10.4 - Other Fraud - Card Absent Environment

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. he 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

Reason Code: 10.4 - Other Fraud - Card Absent Environment

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.

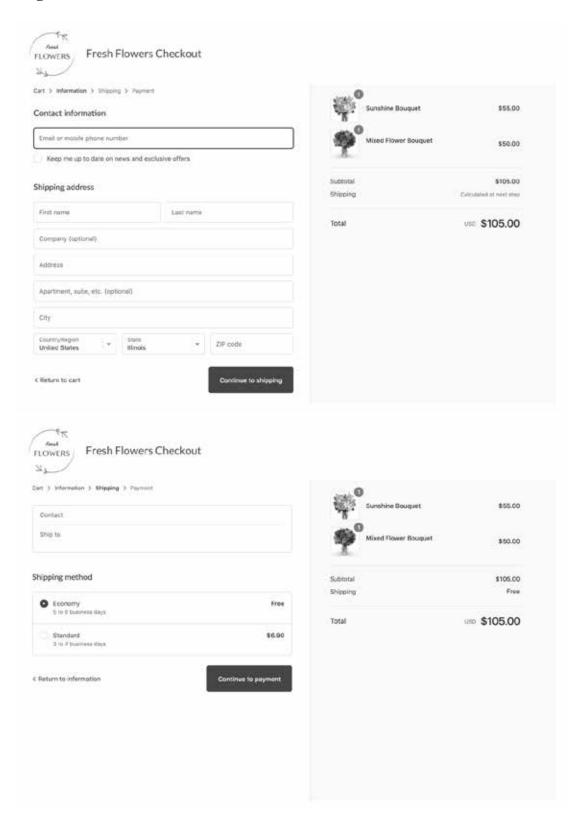
Warranty Disclaimer

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Website Images



Reason Code: 10.4 - Other Fraud - Card Absent Environment

Website Images (continued)

