

Terms and Conditions

Customer Service policy

GoldFinch Gift Solutions, LLC will make every effort to ship each and every order within the shipping deadlines for complete customer satisfaction. GoldFinch Gift Solutions, LLC, within the policies stated below, will replace or refund the wholesale value of any gift not meeting the customer's satisfaction, deemed damaged or defective. Refunds or replacements are only offered if the original gift can be retrieved for inspection (Assuming the claim is made within the three (3) day grace period.)

GoldFinch Gift Solutions, LLC guarantees all gifts they ship will have the general look and product assortment as the photos used to represent them. (Substitutions are allowed as long as the value is equal or greater the substituted product. We will do our best to substitute within the same "family" of products at all times.)

You must be 18 years of age or older to use, register for an account, transmit/submit/post any content, material or personally identifiable information, or place an order on this Website. By submitting information through the Website, you represent that you meet these age restrictions. Goldfinch Gift Solutions, LLC provides you with access to and use of the Website subject to your compliance with these Terms. No material from the Website may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way, except as specifically allowed in these Terms.

Orders Placement

Orders will be accepted in the following three methods

Via e-mail by sending an order to info@goldfinchgiftsolutions.com

On-line ordering by using the www.goldfinchgiftsolutions.com ordering system.

By phone. Call 1-856-334-8396

Bulk orders will be considered any order of more than 10 gifts shipping directly to the customer's desired location.

Pricing

Prices are subject to change without notice.

Payments

We accept major credit cards including: Visa, MasterCard, American Express and Discover.

All payments must be made through our secure online portal. Our system is protected by secure 256-bit encryption with SSL.

All orders will be charged to the credit card you supply. If your credit card is declined a 10.00 service fee will be added to your bill. It is at all times your obligation to ensure GoldFinch Gift Solutions, LLC has the correct billing address in association with the credit card you have on file. It is the sole obligation of the GoldFinch Gift Solutions, LLC

client to provide valid and correct credit card information to pay for any and all orders placed.

All outstanding amounts will incur a 10% interest fee until paid. Interest fees will be accrued monthly.

If we need to send you to a collection agency to collect outstanding amounts due, the collection agencies fee will be added to your invoice. We reserve the right to charge your credit card on a daily basis if necessary, for any and all orders you have placed.

We do not at any time allow clients to defer payment. The copies of your orders are your receipts. No additional statements will be sent out.

Sales Tax

The taxability of food, candy or combination items varies by state. Shipping & processing will be taxed when the product is taxable.

Tax is only an estimate. Applicable taxes will be applied when your payment is processed.

All exempt customers need to provide proper documentation. For example: a copy of your state's resale certificates, exemption certificates, or other acceptable proof of your exempt status for the state to which the product is shipped. Please e-mail this documentation to info@goldfinchgiftsolutions.com before placing your order.

Order Fulfillment

GoldFinch Gift Solutions, LLC will make every effort to ship and fill all orders received. However, if an order cannot be filled, GoldFinch Gift Solutions, LLC will notify the customer within one (1) business day. Additional credits will not be offered in the event we cannot fill an order.

Upon request GoldFinch Gift Solutions, LLC will include clients' product placements in their orders. These items MUST be received by GoldFinch Gift Solutions, LLC within 72 hours of when order is to be delivered.

GoldFinch Gift Solutions, LLC will not fill product placement orders that include alcohol or tobacco products. All other custom fulfillment requests will be at the discretion of GoldFinch Gift Solutions.

Substitutions

We reserve the right to substitute an item with one of equal or greater value as a result of changes to product availability, new trends in the gourmet food industry and seasonal restrictions. Quality will never be compromised.

Quantities are limited and orders are subject to availability. If, after taking your order, an item becomes unavailable, we may substitute an item of equal or greater value.

We cannot ship chocolate during the summer months (May-September); appropriate substitutions for chocolate items will be made.

Messages

You may not use unlawful, obscene, profane, threatening, etc., language or content in any message sent to a third-party through the use of any of the various Goldfinch Gift Solutions, LLC messaging services available to customers ("Message"), including, without limitation, gift messages, greeting cards, and messages sent when forwarding product information. Examples of the kinds of conduct or content that are prohibited in a Message include:

The transmission of any content that could violate, or could facilitate the violation of, any applicable law or regulation;

The transmission of any content that is profane, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable; or

The impersonation of any person or entity in any part of any Message.

We may, but are not obligated to, restrict or remove any and all content from a Message that we determine in our sole discretion violates these guidelines or is otherwise harmful to us, other Goldfinch Gift Solutions, LLC customers, or any third party.

No Warranties

The baskets and all contents of a basket from GoldFinch Gift Solutions, LLC are from a variety of vendors and suppliers throughout the country.

Although we make every effort to use only the best quality of goods and materials, GoldFinch Gift Solutions, LLC CANNOT be responsible for defects in those products.

The services and goods sold are provided, "as is." We DO NOT make any warranties, expressed or implied, including but not limited to warranties of merchantability and fitness for a particular purpose, with respect to any goods or services that are available, advertised or sold through the website.

Under NO circumstances shall GoldFinch Gift Solutions, LLC or any other party involved in the creation, production or distribution of our products and services be held liable for any direct, indirect, incidental, special or consequential damages, injuries or mishaps that result from the use of our products and services, including but not limited to the use of the goods included in our gift baskets.

GoldFinch Gift Solutions, LLC is not liable for any injury, sickness, allergic reaction, choking or death resulting from consuming any of the products associated with the gift.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such state's liability is limited to the fullest extent permitted by law.

Sale of Alcoholic Beverages

GoldFinch Gift Solutions, LLC does not offer any alcoholic beverages in its gift baskets.

Post Order Changes

In the event you need to make a change to an order you just made you must contact us before 3:00 PM EST on the day the gift is scheduled to ship. If you contact us after the gift has been picked up by the carrier, we will make every effort to make the correction with the carrier's assistance at the listed additional cost.

GoldFinch Gift Solutions, LLC will not be held responsible for orders delivered late or lost due to a carrier's inability to make a correction. Returned gifts will incur the 20% restocking fee and all transportation fees.

Website Use

This Website is owned by Goldfinch Gift Solutions, LLC. When you visit this Website, you are agreeing that both your access to the Website and your use are governed by these Terms of Use ("Terms").

These Terms of Use May Change

We reserve the right to update or modify these Terms of Use at any time without prior notice. Your use of the Website following any such change constitutes your agreement to follow and be bound by the Terms of Use as changed. For this reason, we encourage you to review these Terms of Use whenever you use the Website. These Terms supersede all previous notices or statements regarding the Website. Goldfinch Gift Solutions, LLC, reserves the right to terminate or discontinue any aspect of the Website in our sole discretion and without any notice including, but not limited to, information or other materials, features and/or hours of availability and we will not be liable to you or to any third party for doing so.

Website Contents

All of the content you see on the Website, including, for example, all of the page headers, images, illustrations, graphics, audio clips, video clips, and text, are subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses held by Goldfinch Gift Solutions, LLC, one of its affiliates or by third parties who have licensed their materials to Goldfinch Gift Solutions, LLC. The entire content of the Website is copyrighted as a collective work under U.S. copyright laws, and Goldfinch Gift Solutions, LLC owns a copyright in the selection, coordination,

arrangement, and enhancement of the content. The content of the Website, and the Website as a whole, are intended solely for personal, noncommercial use by the users of the Website. You may only download, print and store selected portions of the content, provided you (1) only use these copies of the content for your own personal, non-commercial use, (2) do not copy or post the content on any network computer or broadcast the content in any media, and (3) do not modify or alter the content in any way, or delete or change any copyright or trademark notice.

We grant you a personal, non-exclusive, non-transferable license to access the Website and to use the information and services contained here. No right, title or interest in any downloaded materials is transferred to you as a result of any such downloading. Goldfinch Gift Solutions, LLC reserves complete title and full intellectual property rights in any content you download from the Website. No joint venture, partnership, employment or agency relationship exists between Goldfinch Gift Solutions, LLC and you as a result of these Terms or your use of the Website.

All content that you post on this Website or otherwise disclosed, offered or submitted to Goldfinch Gift Solutions, LLC or any of our brands shall be and remain Goldfinch Gift Solutions, LLC's property which we may use for any purpose including commercial purposes. Such disclosure, submission or offer of any content shall constitute an assignment to Goldfinch Gift Solutions, LLC of all worldwide rights, titles and interests in all copyrights and other intellectual property in the content. Goldfinch Gift Solutions, LLC is and shall be under no obligation to maintain any content you post, offer, disclose or submit to Goldfinch Gift Solutions, LLC in confidence or to pay to user any compensation for any such content.

Except as otherwise provided herein, use of the Website does not grant you a license to any content, features or materials you may access on the Website and you may not copy, download, reproduce, modify, rent, lease, loan, sell, publish, transmit, transfer, distribute or create derivative works of such content, features or materials, in whole or in part unless you first obtain written permission from Goldfinch Gift Solutions, LLC. Any commercial use of the Website is strictly prohibited, except as allowed herein or otherwise approved by us. You may not download or save a copy of any of the content or screens for any purpose except as otherwise provided by Goldfinch Gift Solutions, LLC. If you make use of the Website, other than as provided herein, in doing so you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. We do not grant any license or other authorization to any user of our trademarks, registered trademarks, service marks, other copyrightable material or any other intellectual property by including them on the Website.

Trademarks and Service Marks

All third-party trademarks, product names, and company names and logos appearing on this Website are the property of their respective owners.

Submissions

All comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to Goldfinch Gift Solutions, LLC, on or by the Website or otherwise disclosed, submitted or offered to Goldfinch Gift Solutions, LLC, (collectively, "Comments") shall be and remain Goldfinch Gift Solutions, LLC's property which we may use for any purpose including commercial purposes. Such disclosure, submission or offer of any Comments shall constitute an assignment to Goldfinch Gift Solutions, LLC of all worldwide rights, titles and interests in all copyrights and other intellectual property in the Comments. Goldfinch Gift Solutions, LLC is and shall be under no obligation to maintain any Comments in confidence or to pay to user any compensation for any Comments.

You agree that no Comments submitted by you to Goldfinch Gift Solutions, LLC will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s). You are and shall remain solely responsible for the content of any Comments you make.

Privacy and Your Information

Your information is subject to Goldfinch Gift Solutions, LLC Goldfinch Gift Solutions, LLC's Goldfinch Gift Solutions, LLC Privacy Policy. For more information, see our full Privacy Policy.

Inaccuracy Disclaimer

From time to time there may be information on the Website, in an email to you or in our catalog that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. Goldfinch Gift Solutions, LLC, reserves the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice (including after you have submitted your order).

Password Security

If you register for an account with the Website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur using your account or password.

Links

The Website may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Goldfinch Gift Solutions, LLC has no control over such sites and resources, Goldfinch Gift Solutions, LLC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. Goldfinch Gift Solutions, LLC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Goldfinch Gift Solutions, LLC reserves the exclusive right, at its sole discretion, to add, change, decline or remove, without notice, any feature or link to any linked site. Permission must be granted by Goldfinch Gift Solutions, LLC for any type of link to the Website. To request our permission, you may write to Goldfinch Gift

Solutions, LLC at the address below. We reserve the right to deny any request or rescind any permission granted by us to link through any type of link and to require termination of any link to the Website at our discretion at any time.

Product Information

The prices displayed on the Website or in our catalog are quoted in U.S. Dollars and are valid and effective only in the U.S.

Colors

We have done our best to display as accurately as possible the colors of the products shown on the Website. However, because the colors you see will depend, in large part, on your monitor, we cannot guarantee that your monitor's display of any color will be accurate.

Disclaimer of Warranty

THIS WEBSITE IS PROVIDED BY Goldfinch Gift Solutions, LLC ON AN "AS IS" AND "AS AVAILABLE" BASIS. Goldfinch Gift Solutions, LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS WEBSITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, Goldfinch Gift Solutions, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Goldfinch Gift Solutions, LLC DOES NOT WARRANT THAT THIS WEBSITE, ITS SERVERS, OR E-MAIL SENT FROM Goldfinch Gift Solutions, LLC ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

LIMITATION OF LIABILITY

NEITHER GOLDFINCH GIFT SOLUTIONS, LLC , ITS CORPORATE PARENT(S), OR AFFILIATES, NOR ANY OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, OR ASSIGNS WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS WEBSITE, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME, OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, AND CLAIMS OF THIRD PARTIES. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Notice for Making Claims of Copyright Infringement

Company will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA") and pursuant to the Company Copyright Infringement Notice Policy.

Company reserves the right to remove or disable access to any material posted to the Website. It is Company's policy, in appropriate circumstances, to terminate accounts or personal pages of repeat infringers.

Indemnification

You agree to defend, indemnify, and hold Goldfinch Gift Solutions, LLC and its corporate parent(s) and affiliates, and its and their respective directors, employees, agents, successors, and assigns harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the Website, your violation of these Terms or your posting or transmission of any materials on or through the Website.

User Conduct

You agree to use the Website only for lawful purposes. You agree not to take any action that might compromise the security of the Website, render the Website inaccessible to others, or otherwise cause damage to the Website or its content. You agree not to use the Website in any manner that might interfere with the rights of third parties.

Specific Prohibited Uses

You are responsible for your own communications, including the upload, transmission and posting of information, and are responsible for the consequences of your posting on or through the Website. Goldfinch Gift Solutions, LLC specifically prohibits any use of the Website, and requires all users to agree not to use the Website, for any of the following:

Posting any information which is incomplete, false, inaccurate or not your own;

Impersonating another person;

Engaging in or encouraging conduct that would constitute a criminal offense, giving rise to civil liability or otherwise violate any city, state, national or international law or regulation or which fails to comply with accepted Internet protocol;

Posting material that is copyrighted or otherwise owned by a third party unless you are the copyright owner or have the permission of the owner to post it;

Posting material that reveals trade secrets, unless you own them or have the permission of the owner;

Posting material that infringes on any other intellectual property, privacy or publicity right of another;

Transmitting or transferring (by any means) information or software derived from the Website to foreign countries or certain foreign nations in violation of US export control laws;

Attempting to interfere in any way with the Website's or Goldfinch Gift Solutions, LLC 's networks or network security, or attempting to use the Website's service to gain unauthorized access to any other computer system.

Security Rules

Violations of system or network security may result in civil or criminal liability. Goldfinch Gift Solutions, LLC will investigate occurrences and may involve, and cooperate with, law enforcement authorities in prosecuting the user or users who are involved in such violations. You are prohibited from violating or attempting to violate the security of the Website, including, without limitation, the following:

Accessing data not intended for such user or logging into a server or account which user is not authorized to access;

Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;

Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "mailbombing" or "crashing"; or sending unsolicited e-mail, including promotions and/or advertising of products or services, or

Forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting.

International Use – Consent to Processing

Goldfinch Gift Solutions, LLC controls and operates the Website from our offices in the United States of America, and all information is processed within the United States. We do not represent that materials on the Website are appropriate or available for use in other locations. Persons who choose to access the Website from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

You agree to comply with all applicable laws, rules and regulations in connection with your use of the Website. Without limiting the generality of the foregoing, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

If you access the Website from locations outside the United States, you agree that any information you provide to us through the Website may be processed in the United States.

Termination of Usage

Goldfinch Gift Solutions, LLC may terminate your access, or suspend your access to all or part of the Website, without notice, in Goldfinch Gift Solutions, LLC's sole discretion. Such termination or suspension of access may occur, without limitation, for any conduct that Goldfinch Gift Solutions, LLC, in its sole discretion, believes is a violation of these Terms of Use, is in violation of any applicable law, or is harmful to the interests of another user, customer, recipient, licensor, content or service provider, Goldfinch Gift Solutions, LLC, or its corporate parent(s) or affiliates.

Applicable Law

These Terms of Use shall be governed in all respects by the laws of the State of New Jersey, excluding its rules governing conflict of laws. You agree that any claim or dispute you may have against Goldfinch Gift Solutions, LLC must be resolved by in the Superior Court of New Jersey, located in Burlington County, New Jersey. You agree to submit to the personal jurisdiction of the Superior Court of New Jersey located within Burlington County, New Jersey for the purpose of litigating all claims or disputes and each party consents to the exclusive jurisdiction of such courts. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of any party to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

Waiver

The failure of Goldfinch Gift Solutions, LLC to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

Severed Provisions

If any provision of these Terms of Use is unenforceable, that provision shall be deemed severed from these Terms of Use and shall not affect the validity and enforceability of the remaining provisions.

Contacting Us

To contact our Goldfinch Gift Solutions, LLC brands, with any questions or concerns in connection with these Terms or the Website, or to provide notice to Goldfinch Gift Solutions, LLC, you can email, call, or write to us.