

BUYER'S GUARANTEE AND CREDIT REPORTS AUTHORIZATION:

In connection with the change of ownership of the shop identified above (the "Shop") from the undersigned seller, having Membership Code Number _____ ("Seller"), to the undersigned buyer ("Buyer"), Buyer hereby requests continuation of Teleflora membership services with respect to the Shop pursuant to the terms of this Part D, subject to Teleflora's approval in its sole discretion.

BUYER'S GUARANTEE:

Buyer hereby guarantees, unconditionally, the full and faithful performance by Seller of all of Seller's payment and other obligations to Teleflora under Seller's Contract for Membership, Electronic Credit Card Processing Services Agreement (if applicable) (the "Credit Card Agreement"), the Teleflora Resource Guide, the Teleflora Rules and Regulations and under any other agreement between Seller and Teleflora, including, without limitation, the following obligations of Seller:

- payment of any due but unpaid balances of Seller owing to Teleflora, including, without limitation, loans for computer equipment purchased from Teleflora;
- liability of Seller for credit card charge-backs with respect to transactions processed prior to the effective date of the change of ownership; and
- responsibility for credit card record keeping in order to provide information, if needed.

Notwithstanding anything to the contrary contained in the Credit Card Agreement or any other agreement between Seller and Teleflora, Seller agrees that any credit card payments due by Teleflora to Seller will be temporarily provided by semimonthly check or as otherwise determined by Teleflora in its sole and absolute discretion. Buyer and Seller acknowledge and agree that they shall be solely responsible for the reconciliation of orders and credit card services under the Credit Card Agreement during the period of transition of the membership services from Seller to Buyer, and that any discrepancies regarding credit card funding, balances owed or membership deposits during the transition period must be resolved between them. Any discrepancies regarding credit card funding, balances owed or membership deposits must be resolved between Buyer and Seller. Orders can be reported to Teleflora up to 90 days after the original transaction. It is the responsibility of Seller and Buyer to reconcile and resolve all orders and statements.

REQUEST TO RETAIN MEMBERSHIP CODE NUMBER:

Teleflora recommends that Buyer retain Seller's Membership Code Number in connection with its membership, and unless otherwise indicated by Buyer by checking the box below, Teleflora will assign Seller's Membership Code Number to Buyer.

Check here ONLY if Buyer requests a NEW Membership Code Number.

Acknowledgement:

BY SIGNING BELOW, SELLER AND BUYER AGREE TO THE TERMS AND CONDITIONS OF THIS PART D, INCLUDING, WITHOUT LIMITATION, THE GUARANTEE. SELLER AND BUYER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS PART D.

SELLER

Name(s)

Home Address

City/ST/Zip

Phone

Signature

Signature

BUYER

Name(s)

Home Address

City/ST/Zip

Phone

Signature

Signature