

# **La Bella Baskets Gift Consultant**

## **Agreement and Policy:**

Thank you for choosing to participate in the La Bella Baskets & Gifts Program. By engaging with LaBellaBaskets.com, you acknowledge and agree to abide by the terms outlined in this Agreement.

### **La Bella Baskets & Gifts Consultant Agreement**

As a participant in the La Bella Baskets & Gifts Consultant Program, referred to as the "Program," you, as the Consultant, agree to the terms and conditions detailed herein. These terms and conditions govern your relationship with La Bella Baskets and Gifts and outline the expectations and responsibilities associated with your participation. We reserve the right to amend these Terms and Conditions as necessary, and your continued participation in the Program constitutes acceptance of any amendments.

### **SPAM Policy**

We strictly prohibit the sending of unsolicited emails as part of our commitment to responsible marketing practices. Any Gift Consultant found to be engaging in such activities will face immediate termination of their account, including forfeiture of any affiliate commissions. We take spamming complaints seriously and will address them promptly.

### **Participation in the Program**

Your participation in the Program is contingent upon your adherence to good faith practices, including accurately representing offers and savings provided by La Bella Baskets & Gifts. We reserve the right to terminate your participation if we determine, at our discretion, that your representation or promotional activities are unsuitable for the Program.

## **REVISED COMPENSATION**

The revised plan supersedes all previous versions and governs the terms of compensation for Gift Consultants.

Compensation Structure: All Gift Consultants shall earn a commission on all gift items sold and team members added, in accordance with the following structure:

- a. A commission rate of 35% shall apply to all gift items.
- b. Additionally, a commission rate of 30% shall apply specifically to all chocolate-covered treats category.
- c. Monthly Cookie Club - 30% shall apply to each monthly order.
- d. Team Building- 30% shall apply to all monthly active teammates.
- e. Ongoing \$25 bonus each time you hit your \$1000 sales volume.

**Effective Date:** The revised compensation plan shall or has been take in effect as of

**June 1st, 2024**

Just so you know, all sales made and team members added on or after this date will be subject to the terms outlined here.

**Governing Terms:** This compensation plan is governed by the terms and conditions outlined in the Gift Consultant Agreement and any applicable policies and procedures established by La Bella Baskets and Gifts. Any discrepancies between this plan and the aforementioned documents shall be resolved in accordance with the terms set forth therein.

**Modification:** La Bella Baskets and Gifts reserves the right to modify, amend, or terminate this compensation plan at any time, with or without notice, at its sole discretion.

By continuing to act as a Gift Consultant for La Bella Baskets and Gifts following the effective date of this revised compensation plan, you acknowledge your acceptance of and agreement to abide by the terms and conditions outlined herein.

## **Payments and Fees**

As consideration for the services provided, Consultants agree to pay a recurring monthly service fee billed to their approved credit card. Failure to pay fees in a timely manner may result in late fees and / or termination of the service agreement. Refunds are subject to the terms outlined in the La Bella Baskets Policies and Procedures Manual.

## **Affiliate Commission**

Affiliate commissions, where applicable, are calculated and paid out twice a month. Consultants are responsible for ensuring the accuracy of their contact information to facilitate commission payments. Tax obligations resulting from commission payments are the sole responsibility of the Consultant.

## **Account Cancellation Process**

To cancel your account, Consultants must submit a written request via email at least 48 hours before the next monthly membership processing date. No refunds will be granted once the membership has been processed. Inactive accounts may affect commission payments, so it's essential to maintain active status to receive earnings.

## **Responsibility for Your Marketing**

Consultants are solely responsible for the development and promotion of their affiliate sites, ensuring compliance with ethical standards and legal requirements. La Bella Baskets & Gifts disclaims liability for any claims or damages arising from Consultant marketing efforts.

## **Privacy**

Consultants are encouraged to review our Privacy Notice, which governs interactions with LaBellaBaskets.com and outlines our data handling practices.

## **Electronic Communications**

By engaging with LaBellaBaskets.com, Consultants consent to receive communications electronically. All relevant agreements, notices, and disclosures will be provided electronically via email or website postings.

## **Copyright**

All content on LaBellaBaskets.com is protected by copyright laws and may not be reproduced or used for commercial purposes without express written consent from La Bella Baskets & Gifts.

## **License and Site Access**

Consultants are granted a limited license to access and utilize LaBellaBaskets.com for personal use, subject to certain restrictions outlined in the Agreement.

## **Your Account**

Consultants are responsible for maintaining the confidentiality of their accounts and agree to accept responsibility for all activities conducted under their account.

## **No Solicitation**

Consultants are free to engage in other business ventures but may not solicit La Bella Baskets customers or Consultants for competing enterprises during their agreement term and for six months following termination.

## **Reviews, Comments, Communications, and Other Content**

Consultants may contribute content within guidelines outlined in the Agreement, granting La Bella Baskets & Gifts rights to utilize submitted content.

## **Copyright Complaints**

La Bella Baskets & Gifts respects intellectual property rights and encourages reporting of copyright infringement.

## **Risk of Loss**

Risk of loss for purchased items passes to the buyer upon delivery to the carrier.

## **Product Descriptions**

We strive for accuracy in product descriptions but do not warrant absolute precision. If a product does not meet expectations, customers may return it in unused condition.

## **Disclaimer of Warranties and Limitation of Liability**

La Bella Baskets & Gifts operates the site "as is" and disclaims all warranties, limiting liability to the fullest extent permitted by law.

## **Applicable Law and Disputes**

The laws of the state of New York govern this Agreement, and any disputes shall be resolved through arbitration in New York, NY, except where intellectual property rights are involved.

## **Site Policies, Modification, and Severability**

We reserve the right to modify site policies and these Conditions of Use at anytime. If any provision is deemed invalid, it shall not affect the validity of the remaining provisions.

We appreciate your commitment to compliance with these terms and your dedication to the success of the La Bella Baskets & Gifts Program.