Privacy Policy

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1. Introduction

Field to Hearth is a DBA of Breakwater Technologies LLC ("Field to Hearth," "we," "our," or "us"). This Privacy Policy explains what information we collect when you use our marketplace website and its related services (the "Platform"), how we use and share it, how long we keep it, and the choices and rights you have.

It applies to everyone who uses the Platform: Buyers, Sellers and visitors. If you have questions, email privacy@fieldtohearth.com.

2. Information We Collect

2.1 Information you give us

- **Account and sign-in credentials:** your name, email address and password (stored only as a one-way hash), and, if you use two-factor sign-in, its secret and backup codes (stored encrypted).
- **Sign-in with Google:** if you choose it, your name, email address and Google's identifier for your account. We don't keep Google's sign-in tokens.
- **Profile:** a phone number and a delivery address, if you add them (both optional).
- **Your cart:** the products and quantities you add, kept with your account (so it follows you to another device) until you check out or remove them.
- **Orders and payments:** what you buy, from whom, when, and how it's picked up or delivered; the name and phone you give the farms, and a note if you add one; for a delivery, the address it goes to; the version of the Terms you ticked at checkout, and when; what happens to each order after (when the farm marked it ready, picked up or delivered, and who on its team did; a cancellation, its reason and any note with it; refunds; and, if a payment is held or disputed, that and why). From Stripe, our payment processor: the amount paid, the sales tax, your card's brand and last four digits, whether the card's bank checked it was you (3D Secure), and Stripe's fraud risk level for the payment. Card details go straight to Stripe on its own page; we never see or store them.
- **Sellers' applications:** your farm's name and description, what you sell, a phone number, a website, your pickup address and whether and how far you deliver; the statements and agreements you ticked, with their versions and when; and our decision, with its reason if we don't approve.
- **Sellers' stores:** your store's name, web address, logo, description and categories; your pickup places (their names, street addresses, the map coordinates we look up for them, and notes for buyers); your hours, closed days, delivery distance, fee and minimum, and the notice you need.
- **Sellers' products:** each product's name, description, category, price and unit, size, stock,

availability, pickup places and delivery, and its photos. Before a photo is kept we remove the hidden details a camera or phone adds (the device, and where and when it was taken), keeping only what's needed to show it: its colour profile and which way up it goes. A product on sale, with its photos, is public.

- **Flags of a product:** when you flag a product, your account, the reason you chose, any note you add, and when. Our administrators see who flagged a product. The Seller isn't told of a flag unless we act on it, and is never told who made it, unless the law requires us to.
- **Sellers' teams:** the email address and role of each person a Seller invites, who is on the team, and a record of the team's and the store's changes: who made each, when, and the internet address it came from.
- **Sellers' payouts:** Stripe collects your identity and bank details on its own pages. We don't collect or store them, and we keep only Stripe's identifier for your account and whether payments and payouts are on.
- **Communications:** the contents of messages between Buyers and Sellers (and with us), who on a farm's team wrote each, reviews and replies to them, reports of a review, a reply or a conversation, and what you send us through the contact form or by email.
- **Reviews:** your rating and text for each item of an order you review, when you posted and last changed it, and the order line it reviews. A review is public: it shows your first name and the initial of your last name (your name as it is, if it's one word; none of it, if it looks like an email address), "Verified purchase", the product, the farm and the date, and nothing else about you. If we hide one, we keep the rule it broke and our note to you. If we remove one for a legal reason, we keep the reason, when and who removed it. For a court order or a copyright notice we keep its text out of view, so it can be restored (after a counter-notice, say), and when you ask us to remove one we delete its text. You may withdraw your review at any time while it shows or is hidden: it stops showing, its text is deleted, and we keep only that the item was reviewed and its rating, which no longer counts. If we've removed it for a legal reason, ask us and we delete its text, unless the law requires us to keep it.
- **Favorites and farms you follow:** the products you save and the farms you follow, and when. A farm sees only how many people follow it, never who; anyone sees that number.
- **Notifications and their settings:** the notices we show you in the app (what each is about, and whether you've read it), your email and in-app switches for each topic (every in-app switch starts on; every email starts on but replies to your reviews and the three marketing emails (Farms you follow, Favorites back in stock, News from Field to Hearth), which start off), each yes or no you gave to a marketing email (when, where on the Platform and the words you were shown), and a record of each scheduled email to you (a digest, a favorite back in stock, a reminder) and whether it went.
- **Problem reports:** what you tell us is wrong with an order, which items, and up to three photos. Before a photo is kept we remove the hidden details a camera or phone adds (the device, and where and when it was taken). Only you, that order's farm and Field to Hearth see them; they are never public.
- **A farm's team notes:** notes a farm's team writes on an order (who wrote each, and when). Only that farm's team and Field to Hearth see them, never the Buyer.

- **Agreements:** the versions of the Terms and this Privacy Policy you accepted, and when; for a Seller, each version of the Seller Agreement accepted (at the application and on the seller dashboard), who accepted it, when and, for an acceptance on the dashboard, the internet address it came from, and on each order the version the farm had accepted.

2.2 Information collected automatically

- **Sign-ins:** the internet (IP) address and browser of each signed-in session, kept with the session.
- **Checkouts:** the internet (IP) address and browser (its user agent) you start a checkout from, and a record of what happened to it and its orders: when it started, what it showed you, the payment, each order, each email we sent about it (to whom by role, not the address), and how it ended. We keep these with the checkout as evidence if a payment is disputed (the card networks ask for the address a purchase came from), and to guard against fraud.
- **Security records:** when two-factor sign-in was set up, reset or turned off, too many wrong codes, and the address it happened from; blocks of an account and why; and when our administrators open an account's records. Each change our administrators make to it is also in our audit record (section 7).
- **Server logs:** the requests our servers handle and their errors. We keep email addresses, names and what you type out of these logs.
- **A ZIP code you search near:** it travels in the page's address (so it's in your browser's history, and can appear in our servers' request logs), and we use it to work out distances from our own table of ZIP code locations (from the US Census Bureau's public files; no one else is asked). We don't store it with your account or in our database. If you're signed in and saved a delivery address, its ZIP code fills the search in.

To slow down password guessing and spam, we count failed sign-ins and requests per email address and per connection. These counters store a keyed one-way code, not the address itself.

2.3 Information from others

Google, if you sign in with it; Stripe, about payments (whether one was made, its amount and sales tax, the card's brand and last four digits, whether the card's bank checked it was you (3D Secure), Stripe's fraud risk level for it, and the fee Stripe charged us for it, which we record with each order for our accounts), payouts and whether a Seller's account can take payments and be paid; the US Census Bureau's geocoder, which gives the map coordinates of a pickup address or a delivery address; and Cloudflare, which tells us whether a form was filled in by a person.

3. How We Use Your Information

- **To run the marketplace:** your account, orders, payments, payouts, and messages between Buyers and Sellers.
- **To communicate:** confirming your email, password resets, order updates (when an order is ready, a reminder the evening before its day, a cancellation or a refund; for a farm's team, a morning summary of the day's orders) and account notices, and the notices you choose in your notification settings (messages, reminders, review reminders, replies to your reviews, news of the farms you follow and your favorites; for a farm's team, new reviews and low stock).

- **Announcements from us:** a service notice, about your account, orders or our agreements (a change to the Terms, say), goes to everyone it's for by email, in the app, or both, whatever your notification settings, because it's about your account. A promotional announcement (new farms, seasonal offers, our news) is shown in the app to everyone it's for when it's sent in the app, and emailed only if you said yes to "News from Field to Hearth" (below). We record who each announcement went to and whether its email went.
- **Marketing emails: the farms you follow, your favorites, and our news:** three marketing emails, sent only if you say yes: a daily email at most, listing what the farms you follow listed, restocked or opened for pre-order; an email when a sold-out favorite is back; and "News from Field to Hearth", our promotional announcements. The first time you follow a farm or save a favorite we ask, with the box unticked; the sign-up form asks about our news, unticked too; and you can turn each on or off in your notification settings. Every one has an unsubscribe link, and unsubscribing from any of them stops all three. Other emails a setting controls have an unsubscribe link too. An unsubscribe link carries a code that names your account and that one topic: it can only turn that email off (every marketing email, for any of them), or, once you're signed in, back on from its own page, and doesn't sign you in or show anything about you.
- **For security:** keeping accounts safe (two-factor sign-in, lockouts), detecting fraud and abuse, reviewing Sellers and their listings, and looking into flags of a product.
- **For disputed payments:** the record of a checkout and its orders, with the address and browser it started from, as our evidence when a payment is disputed with a card's bank.
- **To meet legal obligations:** tax and accounting records, and lawful requests.
- **For support:** answering questions and resolving disputes.

Legal basis for processing (GDPR Article 6)

For people in the European Economic Area and the UK, we rely on:

- **Contract:** what we need to provide the Platform to you: your account, orders, payments and service emails.
- **Legitimate interests:** security, fraud prevention, support and improving the Platform, balanced against your rights.
- **Legal obligation:** keeping tax records and answering lawful requests.
- **Consent:** marketing emails (the farms you follow, your favorites back in stock and our news, off until you say yes) and any optional cookies. You can withdraw consent at any time, with an email's unsubscribe link or in your notification settings; that doesn't affect what was done before.

4. Cookies and Similar Technologies

Field to Hearth uses only cookies it needs to work. We use no analytics, advertising or social media cookies, and no third-party trackers.

Strictly necessary cookies

- **Sign-in (fieldtohearth.session_token):** keeps you signed in; up to 7 days from your last visit and never more than 30 days from signing in, or until you sign out.

- **Two-factor step (fieldtohearth.two_factor):** for the 10 minutes between your password and your code.
- **Sign-in with Google:** a short-lived cookie that ties Google's answer to your sign-in, for a few minutes.
- **Side navigation (fieldtohearth_nav):** remembers that you folded the navigation in an account area; set only when you fold it; one year.

Your cookie choice itself is kept in your browser's local storage for one year, or until the cookie categories change. Cloudflare Turnstile, which checks that a form was filled in by a person, runs in a frame of its own and sees your connection to do it. When you pay, you do it on Stripe's own payment page, on Stripe's site, which may set cookies of its own to prevent fraud (Stripe's privacy policy covers them); none of Stripe's code runs on our pages.

Optional cookies

We don't use any today. If we ever add functional, analytics or marketing cookies, they will stay off unless you turn them on in the cookie banner or under Cookie preferences at the foot of every page, and we will list them here first.

Global Privacy Control

If your browser sends the Global Privacy Control signal, we treat it as a request not to sell or share your information, and analytics and marketing stay off whatever else is chosen.

5. How We Share Your Information

Between Buyers and Sellers

To complete an order, a Seller sees its own order only: the Buyer's name, the phone the Buyer gave for the order, the Buyer's note, its items, and how and when it's picked up or delivered, and, for a delivery only, the address it goes to. A Seller never sees another Seller's part of the same checkout, nor the Buyer's address for a pickup. A Buyer with an order sees that Seller's exact pickup address, its notes and the Seller's phone; everyone else sees only the Seller's town and approximate area.

A Seller's store is public: its name, web address, logo, description, what it sells, its town and approximate area (a location rounded so it can't pinpoint the farm), whether and how far it delivers, its products on sale with their photos, and the town and days of each pickup place. A pickup place's name, street address and notes, and the Seller's phone, are not.

After an order is placed, its Seller's team also sees a problem the Buyer reports about it, with its photos, and the note a Buyer writes when they cancel it. A farm team's own notes on an order are seen only by that farm's team and by Field to Hearth.

When you flag a product, the Seller isn't told who flagged it, unless the law requires us to: only our administrators see that.

Reviews and messages

Your reviews are public, with your first name and last initial, and the farm's reply to them. A reply

follows the review rules too, so we may hide one that doesn't, and we remove a review or a reply when a court order requires it or when we receive a copyright notice under the Terms. A farm's whole team reads its conversations with Buyers, and the Buyer sees which of the team wrote each message. Field to Hearth reads a conversation between a Buyer and a farm when one of them reports it to us, or to settle a problem or a dispute about its order, and each time our administrators open one on the Platform we record who opened it, when and the report or the order it answers. We may also disclose a conversation when the law requires it (a subpoena or a court order, say) or to protect someone's safety. Messages are kept in our systems and their backups, hosted by our providers under contract. When you report a review, a reply or a conversation, the other side isn't told who reported it. Field to Hearth's own conversations with you are read by our team.

With service providers

- **Microsoft Azure:** hosts the Platform, its database and uploaded files (Sellers' logos and product photos, our files for Sellers) in the United States, and sends our emails (Azure Communication Services).
- **Microsoft 365:** our own mailboxes, where email you send us (support@, privacy@ and the others) arrives.
- **Stripe:** processes payments (by card, Apple Pay or Google Pay, on Stripe's own page), calculates sales tax (Stripe Tax, from the billing address you give Stripe and what you buy), verifies Sellers' identities, and pays Sellers. For a payment we send Stripe what you're buying (each product's name, its farm, price and quantity), the delivery and service fees, your email address, our reference for the checkout and our internal identifier for your account. If a payment is disputed, we may send Stripe the checkout's and the order's record as evidence: what was ordered and agreed, the internet address and browser the checkout started from, the payment's card checks (3D Secure, and Stripe Radar's assessment), the pickup or delivery and its marks, and the emails sent about it. It carries no farm's money and no team member's name, and a farm team's note on the order only where our administrator chooses one as evidence, then without the name of who wrote it. Stripe passes that evidence to the card's bank. When a Seller connects payouts, we send Stripe only an internal identifier for the farm; the Seller gives Stripe their identity and bank details on Stripe's own pages.
- **US Census Bureau:** when a Seller saves a pickup address, or a Buyer checks out for a delivery, its street, city, state and ZIP code (nothing else: no name or contact) go to the Census Bureau's public geocoder, which answers with its map coordinates (to check the delivery distance; we don't keep a Buyer's).
- **Cloudflare:** Turnstile, the check that a form was filled in by a person.
- **Google:** only if you choose to sign in with it.

For legal reasons, and business transfers

We may disclose information when the law requires it, or to protect the rights and safety of our users or others. If Field to Hearth is merged, acquired or sold, or its operation passes to an affiliate of Breakwater Technologies LLC, your information may pass to that business under this policy.

We do not sell your personal information, and we do not share it for advertising.

6. Data Security

- Encryption in transit (TLS) and at rest
- Two-factor sign-in, required for Sellers and administrators and offered to everyone
- Limits on password and code guesses, and on emails a stranger can trigger
- Database rules that keep each Seller's and each person's records to themselves, and administrator actions that are logged
- Card payments handled by Stripe, which is PCI-DSS certified

No system is perfectly secure. We can't guarantee absolute security, but we will tell you about a breach that affects you, as section 13 explains.

7. Data Retention

- **Your account:** while it's open. When you ask us to close it (section 10), we wipe your name, email address, phone, addresses and profile, and delete your sign-in methods (your password, Google, two-step sign-in), sessions, favorites, follows, notification settings and your record of yes or no to marketing emails, your notifications, your cart, any invitation to join a farm's team sent to your address, and an application to sell that's still a draft or not yet decided (one we decided keeps the decision and the farm's name, and loses its phone, addresses, website and description); the flags you made stay with the product without your identity. Any sign-in lockout on it is lifted, as nobody can sign in to it. Then we email you that it's closed, at the address it had. The account shows as "Closed account" from then on. We keep what the law requires or our records need: your orders and payments (with the name and delivery address each carried; the phone number and the note you gave with each are deleted), the Terms you accepted, your reviews (no longer shown publicly), your messages, and our audit record of what our administrators did (below); your security records (two-step sign-in events, blocks and our administrators' openings of your account) for 2 years after it closes, then they are deleted automatically. What we wipe can stay in our backups until they're deleted (below), and Stripe keeps its own record of your payments, under its privacy policy.
- **Orders and payments:** as long as tax and accounting law requires (orders are tax records: what was sold, by whom, and the sales tax), with the name, phone, note and delivery address each order carries (the phone and the note are deleted when the account is closed), the checkout's and the order's record, internet address and browser, the farm team's notes on it, and problem reports with their photos. A photo uploaded for a problem report but never sent with one is deleted when you remove it, or once it's a day old.
- **Your cart:** until you check out, remove a product, or your account is closed.
- **Checkouts that weren't paid:** kept with your account as orders are, as the record of a payment page that was opened; the items held for one are released when it ends.
- **Seller applications, stores and their records:** while the applicant's account or the Seller's store exists, so earlier applications and a store's history can be checked; that history includes who made each change to the store or the team, and the internet address it came from, and each acceptance of the Seller Agreement (who accepted it, when and, for an acceptance on the dashboard, the internet address it came from). When an account is closed (section 10), an

application that's still a draft or not yet decided is deleted; one we decided keeps the decision and the farm's name, and its phone, addresses, website and description are deleted.

- **Products and their photos:** while the product exists (an archived or removed product's record is kept, for its orders). A photo taken off a product is deleted then; a photo uploaded but never saved with a product is deleted once it's a day old.
- **Flags of a product:** kept with the product's record, so its history can be checked. When your account is closed (section 10), the flags you made stay with the product's record without your identity, and the notes you wrote are deleted with it: only the reason you chose and when are kept.
- **Sessions:** a signed-in session lasts at most 30 days; once it has ended it is deleted, with its address and browser, at the next sign-in on the Platform by anyone (up to 100 at a time).
- **Security records:** two-step sign-in events, blocks of an account (the audit record below keeps that it was blocked, and why) and our administrators' openings of it: while the account is open, and for 2 years after it is closed, so its history can be checked; then they are deleted automatically.
- **Our audit record:** the record of each change our administrators make (and why), and of what our systems did on their own, including that an account was blocked or closed and why: kept as our business record. A closed account shows in it as "Closed account".
- **Sign-in and form counters:** removed after a day without use, as new attempts come in.
- **Google's sign-in tokens:** not kept at all.
- **Email records:** our servers' logs, including the record of each email we send (a message identifier and whether our email provider accepted it for delivery, never its address or what it said), are kept for 30 days. Our email provider, Microsoft Azure Communication Services, keeps its own delivery records under Microsoft's terms.
- **Messages to us:** contact form messages and emails, in our Microsoft 365 mailboxes, as long as needed to answer them and for our records.
- **Backups:** copies of our database are kept for up to about 187 days, then deleted.
- **Marketing emails:** each yes or no you gave, with when, where on the Platform and the words you were shown, while your account is open, so we can show what you agreed to (deleted when it's closed); your emails stop as soon as you withdraw consent.
- **Announcements:** their in-app copies are deleted after 90 days, as other notices are; the record of who each went to, and whether its email went, is kept with the announcement.
- **Notifications:** the notices in the app, a digest's items, and the record of each digest and back-in-stock email to you are deleted after 90 days. The record of an email about an order (its reminder, its review reminder, the farm's summary) is kept with the order. Your notification settings are kept while your account is open.
- **Reviews, messages and reports:** with the order or the conversation they belong to, as orders are, so their history can be checked; the record of each time Field to Hearth opened a conversation is kept with it.
- **Favorites and follows:** until you remove them, or your account is closed.

8. Automated Decisions

Stripe uses automated systems to detect fraudulent payments. Apart from the rule-based actions below, we don't make decisions about you by automated processing alone: a person reviews every Seller application, every block of an account, and every lost dispute on an order nobody marked handed over.

Some things the Platform does on its own, by fixed rules, at set times: a payment that arrives for a checkout that had ended, or that couldn't become orders, is refunded in full; units a farm turned out not to have are refunded; a farm's payment for an order is held when Stripe reports a dispute or an early fraud warning on it, and a hold is released, or kept while a dispute is still open, when its deadline comes; a farm is paid for an order a few minutes after it's marked handed over, or 7 days after its day if it isn't marked; a refund still waiting when a dispute is lost is reduced to what's left of the payment (or not made, if nothing is); what a farm owes from a refund or a lost dispute is taken from its next payment (a lost "not received" or "not as described" dispute on an order the farm marked handed over is the farm's by the rules, and one marked not collected or no one there is Field to Hearth's); and what Field to Hearth owes a farm is paid to it. If you think one of these affected you wrongly, email privacy@fieldtohearth.com (or support@fieldtohearth.com) to ask a person to review it.

9. Your Rights and Choices

Everyone

- **Access:** ask for a copy of your personal data.
- **Correction:** fix what's wrong (your name, phone and address are in your account).
- **Deletion:** ask us to delete your account and data.
- **Opt out:** unsubscribe from marketing emails.
- **Cookies:** choose under Cookie preferences.

In the EEA and the UK (GDPR)

- Portability: receive your data in a portable format
- Restriction: ask us to limit how we use your data
- Objection: object to processing based on legitimate interests
- Withdraw consent at any time
- Complain to your data protection authority (a list of EU authorities is at edpb.europa.eu)

In California (CCPA/CPRA)

- Know what personal information we collect, and how we use and share it
- Delete it, and correct it
- Opt out of its sale or sharing (we don't sell or share it, and we honour Global Privacy Control)
- Limit the use of sensitive personal information
- Not be discriminated against for using these rights

Categories collected in the last 12 months: identifiers (name, email, phone number, postal address, IP address), account credentials (a password's hash, two-factor secrets), commercial information (orders), the contents of messages, internet activity on our Platform (sign-ins and checkouts), precise location (a delivery address, if you give one; for Sellers, pickup addresses and their map coordinates), visual information (photos you send with a problem report; for Sellers, their logos and product photos), and professional information (for Sellers: their business, store and team).

10. How to Request Your Data

To see, correct, export or delete your personal data:

- **Ask:** email privacy@fieldtohearth.com from the address on your account with the subject "Data Access Request" (or "Deletion Request"), or use our contact form and choose "A privacy or data request".
- **No account?** email privacy@fieldtohearth.com from the address you want us to look up (a contact form message, say); we reply to that address to confirm the request is yours.
- **We confirm it's you:** we reply to the email address on your account, and may ask you to sign in or answer from it. We won't act on a request we can't match to the person.
- **We acknowledge it** within 5 business days, and complete it within 30 days (45 where the law allows, and we'll tell you if we need longer).
- **What you get:** everything we hold about you (your account, profile, orders, messages, reviews, the flags you made and security records) as JSON or CSV, whichever you prefer, except what a court order forbids us to tell you.
- **Deleting your account:** we close it as section 7 ("Your account") describes, and email you when it's done. We can't close it while you're the only owner of a farm on the Platform that hasn't stopped selling and settled its orders (none still open, within the time to report a problem, or under a problem report or a payment dispute), or while an order or a checkout of yours is still open: we'll tell you which, and close it once that's settled.
- **What we may keep:** after a deletion, records the law requires (such as orders and payments for tax), the security history that shows what happened to the account, and our audit record, for as long as section 7 says.

Someone acting for you (an authorized agent) needs your written permission, and we may still confirm the request with you. To opt out of selling or sharing, use the subject "Do Not Sell or Share", or turn on Global Privacy Control.

11. Where Your Data Is

The Platform is run from the United States, and our service providers process your information there. If you use it from elsewhere, your information is transferred to the United States, where data protection law may differ from yours.

12. Children's Privacy

Accounts are for people 18 and over, and the Platform isn't meant for children under 13. We don't

knowingly collect information from children. If you think we have, email privacy@fieldtohearth.com and we will delete it.

13. Data Breach Notification

If a breach affects your personal information, we will tell you as the law requires: by email, on the Platform, or publicly, depending on the circumstances.

14. Changes to This Policy

When we change this policy materially, we update the date at the top, tell you by email or on the Platform, and ask you to accept the new version before you keep using your account. Each version is numbered by its date, and we record which one you accepted.

15. Contact Us

Privacy questions and requests: privacy@fieldtohearth.com. Everything else: support@fieldtohearth.com.

Field to Hearth, a DBA of Breakwater Technologies LLC, North Carolina, United States.