Seller Agreement

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1. About This Agreement

This Seller Agreement is between you, as a seller on Field to Hearth ("Seller," "you"), and Breakwater Technologies LLC, doing business as Field to Hearth ("Field to Hearth," "we," "us"). You accept it when you apply to sell, and you accept each new version on your seller dashboard (section 11). If you accept this agreement for a farm or other business, you confirm you are authorized to bind it, and "you" means that business. It adds to our Terms of Service, which also apply to you; words defined there (Buyer, Checkout, Order, Platform) mean the same here.

2. Your Business, Licences, Permits and the Law

- You are an independent business, not an employee, partner or agent of Field to Hearth
- You warrant that you comply, and will keep complying, with every local, state and federal law that applies to what you sell and how you sell it, including those on licences, permits, inspection, labelling, food safety, sales tax and recalls, cottage food rules among them
- You will obtain and keep every licence, permit, registration, inspection and certification your products and your business need, wherever you produce and sell

When you apply, when you add to what you sell a category that usually needs permits (such as meat, poultry, dairy, eggs, or home-processed or prepared food), and when you list a product in such a category, you confirm that you hold them, that you alone are responsible for them and for following those laws, and that you've read our notice about the laws you're responsible for; we record each confirmation, with its time and the version of the text. Field to Hearth does not verify licences or permits and gives no legal advice. Our review of your application is not a verification of your licences, your premises or your products, and does not mean we vouch for them.

Field to Hearth never takes title to your products, never inspects them, and is not their seller: you are, and the contract for each Order is between you and its Buyer.

You keep two-factor sign-in turned on for your account.

3. Listings and Orders

- Field to Hearth is for producers only: you list only what you grow, raise or make yourself, never products someone else produced, or that you bought in to resell. Using a licensed processor, slaughterhouse or co-packer for your own crops or animals is fine
- You will describe your products accurately and completely, and never misleadingly, allergens included
- You alone are responsible for your listings and what they say: their accuracy, the labelling of your products, and any statement about how a product was grown, raised or made. Field to Hearth doesn't classify, certify, verify or vouch for products or for what a listing says

- You will honour the Orders you accept, keep your stock and availability current, and fulfil Orders on time, telling Buyers promptly about any delay
- You are solely responsible for the quality, safety and legality of your products, and for managing any recall and its remedies
- You will answer Buyers' problems within 5 business days, professionally and in good faith
- You will not manipulate prices, write or buy reviews, or take a sale started on the Platform off it to avoid our fees
- You will not buy your own farm's products on the Platform, or have them bought, to create sales or reviews
- Your store and listings may appear in our emails to people who follow your farm or saved your products, and in our announcements; we don't use them in other marketing without your written agreement
- Reviews: you may post one public reply to each review of your farm and edit it for 30 days. A reply follows the review rules, and we may hide one that doesn't. If we hide a reply, you may edit it at any time to meet the rules, and we check it again. You may not change or remove a review, or ask anyone to, and you may not offer or give anything (a discount, a gift, a refund, a free product) for a review, for a good one, or for changing or removing one. If you believe a review breaks the Platform's review rules, report it: Field to Hearth applies those rules the same way to every review. Field to Hearth also removes a review or a reply when a court order requires it or for a copyright notice under the Terms, and a review when its writer asks
- Messages: use the Platform's messages for the Orders and products they're about, keep them courteous, and start one only about one of your Orders. Never ask a Buyer to pay you outside the Platform for a sale that started on it, or take payment for one any other way. Don't send Buyers marketing or anything unrelated to the Order or product the conversation is about, and don't use a Buyer's phone number, address or order details to market to them by text, call or email. Everyone on your farm's team sees its conversations

Anyone signed in to the Platform may flag a listing they believe breaks the Terms or this agreement. We look into a flag without telling you of it, and you hear of it only if we act: we may send a new listing (or a change to one) back while your listings are under review, or remove a listing; a removed listing's record and its orders are kept. If we remove a listing or send one back, we tell you why. We don't tell you who flagged it, unless the law requires us to.

When we review a listing, a change to one, or a flag, we decide only whether it may be listed on the Platform under the Terms and this agreement. Approving, keeping or restoring a listing is not a check that it is accurate, lawful or safe, and does not mean we vouch for the product or for what the listing says.

4. Fees

Field to Hearth keeps a commission of 4% of the price of the products in each of your Orders. There is no commission on your delivery fees, which you keep in full, and no monthly, listing or setup fee. Card processing fees are paid by Field to Hearth out of the commission and the Buyer's service fee, except where section 6 says a lost card fee is yours. You authorize Field to Hearth to deduct its

commission from the payments it collects for you before remitting them.

The rates in force when an Order is placed are recorded with it, and so is the version of this agreement that binds you then (the newest you accepted: section 11), so a later change never alters an Order already placed. We'll give you at least 30 days' notice of a change to the commission.

5. Payments and Payouts

Appointment of Field to Hearth as your payment agent

You appoint and direct Breakwater Technologies LLC, doing business as Field to Hearth, as your limited agent to collect and process Buyers' payments for your Orders on your behalf. Field to Hearth acts as your agent only to receive those payments, to refund them to Buyers as this agreement and the Terms provide, and to remit the rest to you as this section sets out; it is not the seller or the buyer of your products. Field to Hearth receives your part of each payment (your products and your delivery fee) as your agent; the Buyer's service fee is Field to Hearth's own charge for using the Platform, not a payment to you, and is not received on your behalf. Sales tax Field to Hearth collects on your sales as the marketplace is collected for the state, not for you: it isn't part of the payment collected for you, and isn't remitted to you.

Field to Hearth says so publicly, and so do you

You direct Field to Hearth to state on your store page, at checkout and on receipts that Field to Hearth accepts payment on your behalf as your authorized payment agent, and you adopt that statement as your own. When you send customers to your Field to Hearth store from your own website, social media or printed materials, you will describe Field to Hearth the same way.

A Buyer's payment counts as received by you

A Buyer's payment for an Order that Field to Hearth receives is treated as received by you, and satisfies the Buyer's obligation to pay you for that Order. You won't ask the Buyer to pay for it again, whether or not Field to Hearth has yet remitted the payment collected for you, less our commission.

Stripe

Payment processing services for Sellers on Field to Hearth are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"), at https://stripe.com/connect-account/legal. By agreeing to this Seller Agreement or continuing to sell on Field to Hearth, you agree to be bound by the Stripe Services Agreement, as it may be modified by Stripe from time to time. As a condition of Field to Hearth enabling payment processing services through Stripe, you agree to provide Field to Hearth accurate and complete information about you and your business, and you authorize Field to Hearth to share it and transaction information related to your use of the payment processing services provided by Stripe.

The payment collected for you for an Order, less our commission (so its products less the commission, plus its delivery fee in full), is transferred to your Stripe account once the Order is marked picked up or delivered (you mark it when you hand it over, from the start of its window; the

transfer is made a few minutes after the mark: you can undo a mark for 10 minutes, until the transfer is made), or, if it isn't marked, 7 days after its pickup or delivery date. It isn't made while it's held (below) or while a refund on the Order is still on its way. What you owe under section 6 or 7 is taken from it; what's owed beyond it comes from your next transfers, and a transfer is never less than nothing. What Field to Hearth owes you (an Order's transfer reduced for a refund that then failed at the bank, or a dispute taken from you and then won) is paid to your Stripe account as a transfer of its own once you have one connected, and as soon as our Stripe balance can cover it. Stripe pays your balance out to your bank usually weekly, on Mondays (or on Stripe's own schedule, where Stripe doesn't accept ours for your account).

Stripe may hold payouts for a new account while it checks it. We may hold a transfer to you for an Order while a dispute or chargeback about it is open, or a lost one is waiting for our decision under section 6, or where we see activity that suggests fraud. We'll tell you which Order and why. Within 30 days we will release the money, or refund the Buyer under section 6, or tell you in writing why we are keeping it and the date by which we will release it or refund the Buyer, which is never later than 120 days after the Order's pickup or delivery date, unless a dispute or chargeback about it is still open.

6. Refunds, Disputes and Chargebacks

Whoever causes a cost carries it. Field to Hearth carries only accidents and risks no one caused. Card processing fees (Stripe's, on each payment) aren't returned when a payment is refunded, so a refund loses the card fee on the amount refunded; this section says whose that loss is.

Cancellations

- A Buyer may cancel an Order until your cut-off (your notice before its pickup or delivery window), from their orders on the Platform. The Buyer is refunded its products and delivery fee and the sales tax on them, Field to Hearth keeps its share of the service fee and that fee's tax, and nothing is transferred to you for it
- After your cut-off, only you or Field to Hearth can cancel an Order
- When you cancel an Order, the Buyer is refunded everything they paid for it, its share of the service fee included, except for the reason below where the Buyer asked. You choose the reason. For a reason you could have prevented (sold out or over-listed, you can't make the time, a wrong price or listing), the card fee lost on the refund comes out of your next transfer. For an accident (weather, illness, the loss of animals, a crop failure), Field to Hearth carries it. For "something else", with your note, Field to Hearth carries it until we review it. We may change the reason, and the fee follows the reason. Your farm's owners cancel an Order, with its reason, from its page on the Platform
- "The Buyer asked to cancel after your cut-off" is its own reason: the Buyer is refunded as for a cancellation before the cut-off (its products and delivery fee), Field to Hearth keeps its share of the service fee and carries the card fee lost on the refund, and nothing is transferred to you for it
- If a Buyer doesn't collect an Order at its time and place, or no one is there to take a delivery (or the address the Buyer gave is wrong), and the Buyer hasn't arranged something else with you, you are paid for it in full, and the Buyer isn't refunded unless you choose to refund them. If you do, Field to Hearth keeps its share of the service fee and you carry the card fee lost on the

refund. You can mark a pickup not collected once the shortest "collect within" days of its products have passed after its pickup day, and a delivery no one was there for once its window has ended; an Order you don't mark is paid as section 5 says

- When an item has a problem (missing, spoiled, not as described) that the Buyer reports in the time the Terms give and that is confirmed, the Buyer is refunded the item with its share of the service fee and the sales tax on both. What you're paid drops by the item less its commission (Field to Hearth returns its commission on it)
- You may refund items yourself, from the Order's page: for a problem, for units you didn't have, for a Buyer's change of mind, or for something else you describe. Whatever the reason, you carry the card fee lost on the refunded part. A change of mind, or any refund of an Order marked not collected or no one there, returns the item and its tax but no service fee
- If an Order was paid for more units of a product than you had in stock, those units are refunded to the Buyer as a problem item (the item, its share of the service fee and the tax on both), what you're paid drops by them less their commission, and you carry the card fee lost on that refund
- When Field to Hearth refunds an Order for a confirmed problem, or because it wasn't handed over, it's yours as for an item problem: what you're paid drops in proportion, and you carry the card fee lost on it. A refund Field to Hearth makes as goodwill is Field to Hearth's: it doesn't change what you're paid, and Field to Hearth carries its card fee
- If a Buyer's bank fails a refund after it was made, its effect on what you're paid is undone: what it took from your transfer is owed to you again, and the Order's transfer, if it had been stopped by the refund, is made
- If a dispute is lost while a refund on its Order is still waiting to be made, the refund is reduced to what's left of the payment after the dispute (or isn't made, if nothing is), and what you're paid drops in proportion to what is refunded

Disputes and chargebacks

When a Buyer disputes a payment with their card's bank, Field to Hearth decides whether to contest it, using the evidence you give us and the records the Platform keeps of the Checkout and its Orders. Whoever caused a dispute carries it:

- If the dispute is that an Order wasn't received or wasn't as described, you marked it picked up or delivered, and the dispute is lost or not contested, you repay your Order's part of the disputed amount (its products, its delivery fee, its sales tax, less any tax Field to Hearth recovers, and its share of the service fee, up to what the Buyer paid for it and wasn't refunded) and Stripe's dispute fees on it, as Stripe then charges them. It's taken from your next transfers, or, if you were already paid for the Order, taken back from that transfer (a reversal). If it's won, or the bank later reverses its decision, what you repaid comes back to you, and Field to Hearth carries the dispute fee that isn't returned
- If you marked an Order not collected (you made it ready at its time and place and the Buyer didn't collect it) or no one there (you took it to the address the Buyer gave, at its time, and no one was there to take it, or the address was wrong), a later dispute that it wasn't received or wasn't as described is Field to Hearth's to contest and to carry: you keep what you were paid for it
- If no one marked the Order picked up, delivered, not collected or no one there, and a dispute that

it wasn't received or wasn't as described is lost or not contested, a person at Field to Hearth decides from what happened whether it's yours (as in the first case) or Field to Hearth's. We tell you before anything is taken from you, and your transfer for the Order stays held until we've decided

- A dispute for fraud, a charge the cardholder doesn't recognize, a duplicate charge, a credit not processed, or any other reason is Field to Hearth's to carry, unless your product, your listing or your handling of the Order caused it. A dispute about an Order that was cancelled, or already refunded in full, is a credit not processed: Field to Hearth's
- A dispute that covers several Orders of one Checkout is split among them in proportion to what's left of each Order's payment (what the Buyer paid for it less what was refunded), never more than that

Refunds go only through Field to Hearth

Refunds of Orders on the Platform are made only through Field to Hearth: by your farm's owners from the Order's page on the Platform, or by our administrators, at your request or our own decision. Platform payments are Field to Hearth's charges, so your Stripe account can't refund them; don't refund a Buyer for a Platform Order any other way.

You authorize Field to Hearth to:

- Refund a Buyer, in whole or in part, from payments collected for you, when you cancel an Order, when the Buyer cancels before your cut-off, or when Field to Hearth resolves a problem or a dispute under the Terms and this section. You agree to be bound by that decision as between you and Field to Hearth
- Reverse a transfer to you, in whole or in part, when an Order is refunded after you were paid for it, or a dispute you carry is lost after you were paid for it
- Set what you owe us under this section (a lost card fee, a dispute and its fees) or section 7 (tax on a wrong category) off against your future transfers
- Hold a transfer for an Order while a dispute or chargeback about it is open
- Hold a transfer where we see activity that suggests fraud, as section 5 sets out
- Recover from you a chargeback, refund or fee that your product, your listing or your handling of an Order caused, as this section sets out

7. Taxes and Insurance

You are responsible for your own tax obligations (sales tax, income tax and self-employment tax among them), except where the law makes Field to Hearth responsible for collecting or reporting a tax on your sales. Stripe may ask for your tax identification information, and may report your payments to tax authorities as the law requires.

Your products' sales tax categories

You choose each product's sales tax category. That choice is information you give Field to Hearth, which relies on it to collect tax. You warrant it is correct and keep it current. You will repay Field to Hearth any tax, interest and penalties assessed because a category you chose was wrong, and

Field to Hearth may set these off against your transfers. This doesn't require you to collect or remit sales tax on Platform sales.

We strongly recommend that you carry suitable business insurance, including product liability insurance.

8. Indemnification

You agree to indemnify and hold harmless Breakwater Technologies LLC, doing business as Field to Hearth, and its officers, employees and agents against any claim, loss or expense (including reasonable attorneys' fees) arising from your products (their safety, quality, labelling and legality included), your listings and what they say, your failure to comply with any law that applies to what you sell (section 2), your business, your Orders, a sales tax category you chose that was wrong (section 7), your breach of this agreement or the Terms, your licences and permits, or any dispute between you and a Buyer, except to the extent a claim is caused by Field to Hearth's own negligence, wilful misconduct or breach of this agreement.

9. Suspension and Ending

We may put your new listings under review, suspend your store, or end your selling for a breach of this agreement or the Terms, for a safety concern, or for repeated problems. You may stop selling at any time. Either way, Orders under way are completed or refunded under our policies, and what you owe, your responsibility for your products and licences, and section 8 outlast the end of this agreement.

What you've already earned is still paid: the payment collected for you for every Order fulfilled before a suspension or the end of this agreement, less our commission, is transferred to you as section 5 sets out, less any amount held under section 5 or 6.

10. Assignment

You may not assign this agreement. We may assign it, without your consent and on notice to you, to an affiliate that takes over the operation of Field to Hearth, or to a successor to its business.

11. Changes, and Which Terms Govern

We may change this agreement. When we do, we post the new version on your seller dashboard and email your farm's owners a link to it, with the date it takes effect for you, at least 30 days before then (as section 4 says for the commission). From then, one of your owners can accept it on your seller dashboard. Once you accept it, it replaces the version you accepted before; Orders already placed keep the version that applied to them. Until you accept, the version you last accepted still applies to you; once the new version takes effect for you, your store takes no new Orders until you accept it. A Checkout a Buyer started before then still completes, under the version you had accepted. If you don't agree, you may stop selling.

This agreement and the Terms both apply to you. Where they differ on payments, payouts, refunds

or fees, this agreement governs, for you as a Seller.

12. Contact

Questions about this agreement: legal@fieldtohearth.com. Field to Hearth is a DBA of Breakwater Technologies LLC.