Terms of Service

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1. Agreement to Terms

These Terms of Service ("Terms") are a legally binding agreement between you and Breakwater Technologies LLC, doing business as Field to Hearth ("Field to Hearth," "we," "our," or "us"), governing your use of the Field to Hearth website and its related services (together, the "Platform").

By creating an account, using the Platform or completing any purchase, you confirm that you have read, understood and agree to these Terms and our Privacy Policy. If you sell on the Platform, you also agree to our Seller Agreement. If you do not agree, do not use the Platform.

We may change these Terms. When we make a material change, we will tell you by email or on the Platform before it takes effect, and ask you to accept the new version before you keep using your account; we record which version you accepted. The date at the top says which version this is.

2. Definitions

- **Seller:** a farmer, food producer or artisan approved to sell on the Platform.
- **Buyer:** anyone who buys on the Platform.
- **Checkout:** one cart, paid for in one payment: everything in it, which may come from several Sellers.
- **Order:** one Seller's part of a Checkout: what that Seller sells you and fulfils, with its own pickup or delivery.

3. Description of Service

Field to Hearth is an online marketplace that connects Sellers with Buyers. We provide the technology that makes these connections and purchases possible.

Important: Field to Hearth is a marketplace only. We are not a party to any sale between a Buyer and a Seller. We do not own, produce, store, handle, inspect or deliver any product listed on the Platform, we never take title to any product, and we are not the seller of any product. Every product is sold directly by an independent Seller, and the contract for each Order is between the Buyer and that Seller. Field to Hearth collects payment for an Order only as the Seller's agent (section 7).

Sellers alone are responsible for the quality, safety, legality and accuracy of their products and listings. Buyers are responsible for reading product information and making informed choices.

4. Accounts and Eligibility

Anyone may browse the Platform. To buy, sell, message, review, favorite or follow, you need an account. To have one, you must:

- Be 18 or older
- Be able to enter into a binding agreement
- Give accurate, current and complete information, and keep it up to date
- Keep your sign-in details confidential, and accept responsibility for everything done with your account
- Tell us straight away about any use of your account you didn't authorize

You can create an account with your email address and a password (you'll confirm the address by email before you can sign in), or with Google where we offer it. Either way, creating an account means you accept these Terms and the Privacy Policy.

Two-factor sign-in (a code from an authenticator app at every sign-in) is required for Sellers and for our administrators, and Sellers can't turn it off. Buyers may turn it on, and we encourage it.

Don't create an account for someone else without their permission, and don't keep more than one account unless we allow it. We may verify your identity and eligibility at any time.

5. Buyer Terms

As a Buyer, you agree that:

- You buy directly from Sellers, not from Field to Hearth
- You will pay for every Order you place: the products, any delivery fee, the service fee on its Checkout and sales tax where it applies, all shown before you pay
- You will give accurate delivery or pickup information, and pick up Orders at the agreed time and place
- You will report a problem with an Order within 48 hours for its quality or a missing item, and within 7 days for anything else, each counted from the end of its pickup or delivery window (or from when the Seller marked it handed over, if that's later)
- You will not abuse the dispute or refund process
- You are responsible for your own dietary restrictions, allergies and sensitivities
- You will treat Sellers and other users with respect, and use the Platform's messages about Orders and products

Perishable products: many products are perishable. Once you receive them, storing and handling them properly is up to you. A missed pickup may mean the product spoils, and may mean no refund.

6. Sellers

Every Seller applies to sell and is reviewed by us before they can list products, and agrees to our Seller Agreement when they apply, and to each new version, as the Seller Agreement's section 11 sets out. The Seller Agreement sets out the Seller's obligations: their licences and permits, their listings and Orders, our commission, how and when they're paid, refunds and disputes, taxes and insurance.

Licences and permits are the Seller's responsibility. Field to Hearth does not verify licences or

permits. Our review of a Seller's application is not a verification of their licences, premises or products, and does not mean we vouch for them.

Sellers follow the law. Every Seller warrants that it complies with every local, state and federal law that applies to what it sells, including those on licences, permits, inspection, labelling, food safety, sales tax and recalls, and indemnifies Breakwater Technologies LLC, doing business as Field to Hearth, for claims arising from its products or from its failure to comply, as section 16 sets out with its exceptions (and the Seller Agreement, section 8).

Field to Hearth never takes title to a Seller's products, never inspects them, and is not their seller: the Seller is.

7. Fees, Payments and Refunds

Service fee

Each Checkout carries a service fee of 4% of the products in the Checkout, at least $1.00 per Checkout, shown before you pay. Delivery fees carry no service fee. The fee in force when you check out is the one you pay. When a Checkout holds Orders from several Sellers, the service fee, its minimum included, is split across them in proportion to each Order's products: that share is the part of the service fee that belongs to each Order, and what a refund of the service fee for an Order returns.

Paying for an Order

You pay for a whole Checkout in one payment, by card, Apple Pay or Google Pay, on the secure payment page of Stripe, our payment processor, even when it holds Orders from several Sellers. While you pay, the items are held for you for 30 minutes. What you pay is what checkout showed you: if a price or what's available changes before you pay, checkout tells you and asks you to review your cart first. Card processing fees are paid by Field to Hearth out of the service fee and the Sellers' commission (except where the Seller Agreement says a card fee lost on a refund is the Seller's); they're never added to your Checkout.

Field to Hearth collects payment as the Seller's agent

Each Seller appoints and directs Breakwater Technologies LLC, doing business as Field to Hearth, as its limited agent to collect and process Buyers' payments for its Orders on its behalf. When you pay for an Order, Field to Hearth receives the Seller's part of that payment (its products and its delivery fee) as the Seller's agent. The service fee on your Checkout is Field to Hearth's own charge for using the Platform: it is not a payment to the Seller and is not received on the Seller's behalf. Field to Hearth then remits to the Seller the payment it collected on the Seller's behalf, less the commission the Seller owes, once the Order is marked picked up or delivered, or, if it isn't marked, 7 days after its pickup or delivery date (the Seller Agreement, section 5).

Your payment counts as paid to the Seller

A payment for an Order that Field to Hearth receives from you is treated as received by the Seller, and satisfies your obligation to pay the Seller for that Order. The Seller can't ask you to pay for it

again, whether or not Field to Hearth has yet remitted it to the Seller.

Taxes

Where the law makes Field to Hearth responsible for collecting sales tax on a sale as the marketplace (as North Carolina does), Field to Hearth collects it with your payment and remits it to the state: it's calculated on the payment page, from what you buy and your billing address, and shown before you pay. That tax isn't part of the payment Field to Hearth collects for the Seller. Otherwise each Seller is responsible for its own tax obligations.

Cancellations and refunds

By you, before the Seller's cut-off: each Order has a cut-off, the Seller's notice before its pickup or delivery window, shown at checkout and on the Order. Until then you can cancel it from your orders on the Platform: its products and its delivery fee, and the sales tax on them, are refunded, and its share of the service fee and that fee's tax are kept. If the Platform can't take your cancellation, write to support@fieldtohearth.com with the Order's number: a request we receive before the cut-off counts as made before it.

After the cut-off: only the Seller, or Field to Hearth, can cancel the Order. Ask the Seller: they don't have to accept a late cancellation or give a refund.

By a Seller: if a Seller cancels an Order, for whatever reason, you're refunded everything you paid for it, its share of the service fee included, unless you asked for the cancellation after the cut-off, when its share of the service fee is kept.

By Field to Hearth: if Field to Hearth cancels an Order (for instance because the Seller can't fill it), you're refunded everything you paid for it, unless you asked for the cancellation after the cut-off, when its share of the service fee is kept.

Missed pickups and deliveries: if you don't pick up an Order at its time and place, or no one is there to take a delivery (or the address you gave is wrong), and you haven't arranged something else with the Seller, the Seller is paid for it and you aren't refunded, unless the Seller chooses to refund you (its share of the service fee is kept then).

A problem with an item: if an item is missing, spoiled or not as described, you report it within the time in section 5, and it's confirmed under "Problems and disputes" below, that item is refunded with its share of the service fee (in proportion to its price) and the sales tax on both. A refund because you changed your mind, where the Seller agrees to one, doesn't return the service fee.

Refunds go only through Field to Hearth: a refund for an Order is made by Field to Hearth, on the Platform, at the Seller's request or our own decision, back to the payment method you used. A Seller doesn't refund a Platform Order any other way.

Problems and disputes

Report a problem from the Order on the Platform, within the time in section 5 (with up to three photos, if you like: only you, the Seller and Field to Hearth see them). It goes to the Seller and to our support. Sellers have 5 business days to respond. If it isn't resolved, Field to Hearth may review it. If a Seller has left the Platform, Field to Hearth decides problems reported on its Orders. Our decision

on a refund made through the Platform is final as far as the Platform is concerned; it doesn't limit any right you have under the law.

Chargebacks: if you dispute a charge with your card issuer instead of using our dispute process, we may suspend your account while we look into it, and fraudulent chargebacks may lead to blocking it. We may contest a dispute with the records the Platform keeps of the Checkout and its Orders (what was agreed, and when each was placed and fulfilled). If your bank gives you back part of a payment in a dispute while a refund of it is still waiting, the refund is reduced by what the bank gave back (or isn't made, if it gave back all of it); if the dispute is later decided against you, we arrange the rest of the refund. Please try to resolve problems through the Platform first.

If a payment reaches us for a Checkout that had already ended, or that we can't make into Orders, no Order is placed and we refund it in full, and email you when we do.

Refunds go back to the payment method you used, usually within 5 to 10 business days, depending on your bank (one made soon after you paid may simply remove the charge). We email you when a cancelled Order's refund is on its way, or when a refund is made. If your bank fails a refund, we email you that it didn't go through and arrange it another way.

8. Product Quality and Safety

Sellers are expected to sell products that match their descriptions and are fresh, properly handled and fit for their purpose when they are picked up or delivered. Field to Hearth does not guarantee the quality of any product. Take quality concerns to the Seller first; repeated problems may lead us to review or remove a Seller.

Recalls: a Seller who recalls a product or issues a safety notice must tell every affected Buyer straight away, through the Platform's messages (or by the phone on the Order), and tell us. If we learn of a safety concern, we may also email affected Buyers.

Reporting a safety issue: if you become aware of a food safety issue or possible contamination, contact the Seller and email us at safety@fieldtohearth.com straight away.

9. Orders and Fulfilment

Every Order is subject to the Seller's acceptance; a confirmation is not a guarantee. A Seller may cancel an Order for stock, quality or another genuine reason.

Pickup: collect your Order at the time and place shown. Sellers may set policies for late or missed pickups.

Delivery: Sellers deliver themselves or through carriers they choose. Field to Hearth is not responsible for delivery delays, damage in transit or other delivery problems.

10. Food Safety and Liability

IMPORTANT: FIELD TO HEARTH DOES NOT INSPECT, VERIFY OR GUARANTEE THE SAFETY, QUALITY OR LEGALITY OF ANY PRODUCT SOLD ON THE PLATFORM. SELLERS ALONE ARE RESPONSIBLE FOR MEETING EVERY FOOD SAFETY STANDARD AND

REGULATION THAT APPLIES TO THEIR PRODUCTS.

Some products may be sold under rules that apply to small producers, such as a state's cottage food law, where that law allows them; those rules differ from state to state, and from those for commercial food. Ask Sellers about their practices and make informed choices.

Allergens: if you have food allergies or sensitivities, read product descriptions carefully and ask the Seller directly. Field to Hearth cannot guarantee that allergen information is accurate.

11. Prohibited Activities

You agree not to:

- Break any law or regulation, or anyone else's rights
- Sell illegal, prohibited or unlicensed regulated products
- Misrepresent who you are, your products or your affiliations
- Post false, misleading or deceptive content, or fake reviews or ratings
- Harass, threaten or abuse other users or our staff
- Take a sale started on the Platform off it to avoid the Platform's fees
- Buy your own farm's products on the Platform, or have them bought, to create sales or reviews
- Interfere with the Platform's operation or security, or access anyone else's account
- Scrape, copy or harvest data from the Platform without our permission
- Create fake accounts, or send viruses or other harmful code
- Fix prices, rig bids or otherwise manipulate the market

What may be listed

Field to Hearth is for producers only: a Seller lists only what it grows, raises or makes itself, never products someone else produced, or that it bought in to resell. Using a licensed processor, slaughterhouse or co-packer for its own crops or animals is fine. A Seller may list only a product it may lawfully sell where it is offered and collected, described truthfully in the Seller's own words. The Seller alone is responsible for what a listing says. Field to Hearth doesn't classify, certify or verify products or what their listings say. When we review a listing, a change to one, or a flag, we decide only whether it may be listed on the Platform under these Terms and the Seller 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.

Anyone signed in can flag a listing they believe breaks these Terms. The listing may stay up while we look, and the Seller isn't told of a flag unless we decide to act on it; we may remove the listing from the Platform (its record and orders are kept). If we remove a listing or send one back, we tell the Seller why. We don't tell the Seller who flagged it, unless the law requires us to.

12. Your Content and Our Platform

The Platform, including its design, features, content and the Field to Hearth name and logo, belongs to Breakwater Technologies LLC and is protected by copyright, trademark and other laws.

You keep ownership of what you post on the Platform: reviews, photos, product descriptions, messages and the rest. You give Field to Hearth a non-exclusive, royalty-free, worldwide licence to host, store, display, reproduce, modify (for example, to remove hidden details from photos) and distribute it to run and promote the Platform, for as long as it's on the Platform and a reasonable time after. Apart from the emails people ask for about the farms they follow and the products they saved, and our announcements, which may show a Seller's store and listings, we don't use Sellers' listings in our own marketing without the Seller's written agreement, and the Platform has no featured or promoted listings. Private messages are used only to run the Platform (delivering them, safety, disputes), never to promote it. You confirm you have the rights to what you post.

Reviews

Only the Buyer of an Order that was picked up or delivered may review it, item by item for the items they received, from 10 minutes after the Seller marks it until 60 days later. An item the Seller refunded in full because it was short on stock can't be reviewed. A review is a rating from 1 to 5 stars and optional text, shown publicly with your first name and last initial and "Verified purchase", with the product, the Seller and the date. You may change your rating and text for 30 days after posting; the review then shows as edited. You may withdraw your review at any time while it shows or is hidden: it stops showing and counting in the ratings, its text is deleted, and that item can't be reviewed again. If we've removed it for a legal reason, ask us and we delete its text, unless the law requires us to keep it.

Reviews are published at once, and are their writers' own opinions, not Field to Hearth's. We hide a review that breaks one of our review rules, which we apply the same way to every review:

- It shares someone's personal details (a phone, an address or an email)
- It isn't about this Order (another farm, product or purchase)
- It contains hate, threats, harassment or sexual content
- It's spam, advertising or a link to another site
- It was written by or for the Seller (a conflict of interest)

A low rating, or a review a Seller dislikes, is never a reason to hide one. We also remove a review or a reply when a court order requires it or when we receive a copyright notice under section 13, and a review when its writer asks us to. When we hide or remove a review we tell its writer why, unless a court order forbids it. A hidden review doesn't count in the ratings. Its writer may edit it at any time to meet the rules, and we check it again.

The Seller may post one public reply to each review and edit it for 30 days, but can never change or remove a review. A reply follows the review rules, and we may hide one that doesn't. When we hide or remove a reply, we tell the Seller and the review's writer why, unless a court order forbids it. If we hide a reply, the Seller may edit it at any time to meet the rules, and we check it again. Anyone signed in may report a review or a reply they believe breaks a rule (a review's writer may report the Seller's reply to it), and the Seller may report a review of its own. We look at the reviews reported to us, and we may not catch every one that breaks a rule. Ratings are worked out by us from published reviews.

Messages

The Platform's messages are text only, up to 2,000 characters each, between a Buyer and a Seller (about the Seller, one of its products or an Order) or between you and Field to Hearth. A Seller may start a conversation only about one of its Orders, with its Buyer; a Seller's whole team sees its conversations. Use them for the Order or product they're about: don't ask for or offer payment outside the Platform, and don't send spam, harassment, or anyone's private information. We read a conversation between a Buyer and a Seller when one of them reports it to us, or to settle a problem or a dispute about its Order, and we record each time we do. We may act on what we find under these Terms. 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. Reply on the Platform, not to its emails.

13. Copyright Complaints

If you believe something on the Platform infringes your copyright, send a notice to our designated agent: Copyright Agent, Breakwater Technologies LLC, [PO box to come], (980) 281-2839, copyright@breakwatertechnologies.com . It must include:

- Your physical or electronic signature
- The work you believe is infringed, or a representative list, if several works
- The material you believe infringes it, and where it is on the Platform
- Your name, address, phone number and email address
- A statement that you believe in good faith the use isn't authorized by the copyright owner, its agent or the law
- A statement that the information in your notice is accurate and, under penalty of perjury, that you are authorized to act for the owner of the copyright

If we remove or disable material after a notice, we tell the person who posted it. If you believe it was removed by mistake or misidentification, you can send our agent a counter-notice with: your physical or electronic signature; the material and where it appeared before it was removed; a statement under penalty of perjury that you believe in good faith it was removed by mistake or misidentification; your name, address and phone number; and a statement that you consent to the jurisdiction of the federal district court for your address (or, if you are outside the United States, any judicial district in which we may be found) and will accept service of process from the person who sent the notice or their agent. We send a copy to the person who sent the notice, and restore the material 10 to 14 business days after we receive the counter-notice, unless they first tell us they have filed a court action.

We block the accounts of people who repeatedly infringe others' copyrights.

14. Disclaimer of Warranties

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

We do not warrant that the Platform will be uninterrupted, secure or error-free, that results from it will be accurate, or that products bought through it will meet your expectations. We disclaim any warranty about the quality, safety, legality or suitability of products sold by Sellers.

15. Limitation of Liability

TO THE FULLEST EXTENT THE LAW ALLOWS, FIELD TO HEARTH, BREAKWATER TECHNOLOGIES LLC AND THEIR OFFICERS, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, DATA, USE OR GOODWILL, ARISING FROM YOUR USE OF THE PLATFORM OR ANY PRODUCT BOUGHT THROUGH IT.

Liability cap: our total liability to you will not exceed the greater of (a) the service fees you paid Field to Hearth in the twelve months before the claim, or (b) one hundred dollars ($100). Some places don't allow some of these limits, so they may not all apply to you.

16. 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 breach of these Terms, your unlawful conduct, or content you post.

If you are a Seller, you also indemnify and hold them harmless against any claim, loss or expense (including reasonable attorneys' fees) arising from your products (their safety, quality, labelling and legality included) or from your failure to comply with any law that applies to what you sell, as the Seller Agreement sets out, except to the extent a claim is caused by Field to Hearth's own negligence, wilful misconduct or breach of these Terms or the Seller Agreement.

17. Dispute Resolution and Arbitration

Informal resolution: before bringing any claim, contact us at legal@fieldtohearth.com and try to resolve it informally for at least 30 days.

Binding arbitration: a dispute not resolved informally will be settled by binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules, in English, in Lincoln County, North Carolina, unless you choose to take part by phone or video.

Class action waiver: you agree to resolve disputes with us individually, and waive any right to take part in a class action, class arbitration or representative action.

Small claims: either of us may bring a qualifying claim in small claims court.

18. Suspension and Closing Accounts

By you: You can ask us to close your account at any time by contacting support. We close it once no Order or Checkout of yours is still open (a Checkout is open while its payment page can still be paid, about 30 minutes) and, if you're the only owner of a farm on the Platform, once the farm has

another owner, or has stopped selling and its Orders are settled: none still open, within the time to report a problem, or under a problem report or a payment dispute. Closing is permanent: a closed account can't be opened again. Closing it doesn't release you from obligations you took on before.

By us: we may suspend or block an account at once for breaking these Terms, for fraudulent or illegal activity, or for activity that harms other users or the Platform. A blocked account can't sign in; its data is kept as our Privacy Policy describes.

Orders under way when an account is suspended or closed are handled under our policies. These outlast an account: fees and payments owed, Sellers' responsibility for their licences and products, indemnification, the limits on liability, dispute resolution and arbitration, and governing law.

19. Notices

You agree to receive notices from us electronically: by email to the address on your account, or on the Platform. They count as written notice. Send notices to us at legal@fieldtohearth.com.

20. Governing Law

These Terms are governed by the laws of the State of North Carolina, United States, without regard to conflict of law rules. For any claim not subject to arbitration, you consent to the exclusive jurisdiction of the state and federal courts in Lincoln County, North Carolina.

21. General Provisions

- **Entire agreement:** these Terms, the Privacy Policy, the Seller Agreement (for Sellers) and the policies they refer to are the whole agreement between you and Field to Hearth.
- **Severability:** if any provision can't be enforced, the rest remain in effect.
- **Waiver:** not enforcing a right doesn't waive it.
- **Sellers:** for a Seller, where these Terms and the Seller Agreement differ on payments, payouts, refunds or fees, the Seller Agreement governs.
- **Assignment:** you may not assign your rights under these Terms. We may assign these Terms, 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.
- **Force majeure:** we are not liable for delays or failures caused by events beyond our reasonable control.

22. Contact

Questions about these Terms: legal@fieldtohearth.com. Everything else: support@fieldtohearth.com, or our contact page.

Field to Hearth is a DBA of Breakwater Technologies LLC.