

disbatch.

Food Seller Agreement

Last Updated: June 2026

By creating a seller account on the disbatch platform, you agree to the terms of this Food Seller Agreement. This Agreement is between you ("Seller") and Fervent Tech Co, LLC ("disbatch," "Company," "we," or "us").

disbatch is a software platform only and is not responsible for food preparation, food safety, allergen disclosures, delivery, or customer disputes.

1. Legal Compliance

- You certify that you will comply with all applicable cottage food laws.
- Food safety regulations, licensing requirements, and permit requirements.
- Labeling requirements and tax obligations applicable to your business.

2. Food Safety Responsibility

- You are solely responsible for preparing food safely and proper storage.
- Safe transportation, ingredient accuracy, and expiration monitoring.
- Customer communications regarding food content and preparation.
- disbatch does not inspect or verify food products.

3. Allergen Disclosure

- You agree to accurately disclose ingredients and allergens to customers.
- Inaccurate disclosures may result in immediate account termination.

4. Customer Relationships

- You are solely responsible for customer service, order fulfillment, refunds, cancellations, and disputes.
- disbatch does not mediate disputes between sellers and their customers.

5. Prohibited Sales

- You may not use disbatch to sell illegal products, alcohol, tobacco products, controlled substances, or weapons.

6. Indemnification

- You agree to defend, indemnify, and hold harmless Fervent Tech Co, LLC and its owners, officers, employees, and affiliates from claims, damages, losses, liabilities, costs, and expenses arising from your products, food safety incidents, allergic reactions, regulatory violations, customer disputes, or your breach of this Agreement.

7. Account Termination

- disbatch may suspend or terminate seller accounts that violate this Agreement.
- Termination may occur without advance notice in cases of fraud, abuse, or food safety violations.

8. Certification

- By using disbatch, you certify that all information provided is accurate and that you understand your legal responsibilities as a home food seller.
- You acknowledge that disbatch is a software platform only and is not responsible for any aspect of food preparation, safety, or delivery.

Onboarding Acknowledgments

The following acknowledgments must be accepted during the disbatch onboarding process. By completing onboarding, sellers agree to the following:

- I agree to the disbatch Terms of Service.
- I agree to the disbatch Privacy Policy.
- I certify that I am responsible for complying with all applicable food safety, licensing, labeling, permitting, and tax laws.
- I acknowledge that disbatch is a software platform only and is not responsible for food preparation, food safety, allergen disclosures, delivery, or customer disputes.

Conspicuous notice displayed on all customer-facing checkout pages:

"Food products are prepared and sold by independent home-based businesses. disbatch does not prepare, inspect, verify, or guarantee food products, ingredients, allergen information, or food safety practices."