

disbatch.

Terms of Service

Last Updated: June 2026

These Terms of Service ("Terms") govern your access to and use of the disbatch platform, website, and related services (collectively, the "Services"), owned and operated by Fervent Tech Co, LLC ("disbatch," "Company," "we," "our," or "us"). disbatch is a trade name, brand name, and software platform operated by Fervent Tech Co, LLC.

By creating an account or using the Services, you agree to be bound by these Terms. If you do not agree, do not use the Services.

1. About disbatch

- disbatch is a software platform that helps home-based food businesses manage orders, deposits, customer communications, and business operations.
- disbatch is not a food seller, restaurant, bakery, caterer, delivery company, or payment processor.
- disbatch does not prepare, package, inspect, store, transport, or deliver food products.

2. Eligibility

- You must be at least 18 years old to create an account.
- The Services are not intended for children under the age of 13.

3. Account Registration

- Provide accurate and current information.
- Keep your login credentials secure.
- Notify disbatch immediately of any unauthorized account use.
- You are responsible for all activity occurring under your account.

4. Subscriptions

- disbatch offers monthly and annual subscription plans.
- A free trial period may be offered at disbatch's discretion.
- Subscriptions automatically renew unless canceled before the renewal date.
- You may cancel your subscription at any time through the account portal.
- Subscription pricing may change upon notice.

5. Payments

- Customer food orders are processed directly between sellers and their customers.
- disbatch does not collect food sales revenue on behalf of sellers.
- Payment processing for customer food orders is provided by Square or other approved payment providers.
- Subscription billing is processed by Stripe or other approved providers.
- disbatch does not store complete payment card information.

6. Seller Responsibilities

- Food preparation, storage, and safety.
- Ingredient accuracy and allergen disclosures.
- All applicable licensing, permits, and tax obligations.
- Pricing, order fulfillment, customer service, and refund decisions.
- Compliance with all applicable federal, state, and local laws.

7. Allergen Disclaimer

- Customers with food allergies should contact sellers directly before placing orders.
- disbatch does not verify ingredients, recipes, or allergen information.
- disbatch is not responsible for allergic reactions, foodborne illness, or health-related claims arising from products sold through the platform.

8. Prohibited Activities

- Violate laws or regulations.
- Commit fraud or misrepresent products.
- Upload malicious software or interfere with platform operations.
- Sell illegal goods, alcohol, tobacco, controlled substances, or weapons.
- Engage in abusive conduct toward other users or disbatch staff.

9. Intellectual Property

- disbatch and its content are owned by Fervent Tech Co, LLC.
- Sellers retain ownership of their business names, logos, menus, and product information.
- By uploading content, you grant disbatch a non-exclusive license to display, host, reproduce, and use such content for operation and promotion of the Services.

10. Termination

- disbatch may suspend or terminate accounts for fraud, abuse, chargebacks, illegal activity, regulatory violations, or breach of these Terms.

11. Disclaimer of Warranties

- THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."
- DISBATCH MAKES NO WARRANTIES REGARDING PLATFORM AVAILABILITY, BUSINESS RESULTS, FOOD QUALITY, FOOD SAFETY, OR LEGAL COMPLIANCE OF SELLERS.

12. Limitation of Liability

- TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISBATCH SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
- DISBATCH'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE USER TO DISBATCH DURING THE TWELVE MONTHS PRECEDING THE CLAIM.

13. Governing Law

- These Terms are governed by the laws of the State of Georgia without regard to conflict of law principles.

14. Contact

- Fervent Tech Co, LLC
- 600 Westridge Parkway, McDonough, Georgia
- support@disbatch.app