



SOURCEGROW – TERMS AND CONDITIONS FOR SELLERS

This document and the other documents that we reference below make up our terms and conditions (the **terms** for short) for farmers or sellers (**you, your or a seller**, for short) who use the SourceGrow platform (the **site** for short) to advertise and sell fruit and vegetable produce to customers or buyers (**buyer**, for short).

1. Who We Are and Contacting Us

SourceGrow is a site operated by Source Grow Limited (**we, us or our**). We are a registered limited liability mutual society / workers' co-operative, registered on the Financial Conduct Authority's record of mutual societies under registered number **NI682968** and have our registered office and main trading address at **22 High Street, Moneymore, Magherafelt, Northern Ireland, BT45 7PD**

To contact us, please email hello@sourcegrow.co.uk.

2. Applicability and Acceptance of these Terms

Buyers who have approved accounts with us are permitted to use our site subject to separate terms of use for buyers www.sourcegrow.co.uk/terms-and-conditions

The terms apply to both parties together with our associated privacy policy ([Privacy Policy](#)) which sets out how we use and process your personal data or that of your employees (where applicable).

The terms set out your rights and responsibilities when you access or use the site, any mobile app we might offer in future, and the other services provided by us (we'll refer to all of these collectively as our **services**) so please read them carefully. Where applicable these terms also cover your activity on any social media platform (including any group or community we might facilitate). By using the services you confirm that you accept these terms and our Privacy Policy and that you agree to comply with them. If you do not agree to these, you must not use our services.

3. Changes to these Terms

We amend these terms from time to time. If we believe that the changes are material, we'll definitely let you know by posting the changes through the services and/or sending you an email or message about the changes. That way you can decide whether you want to continue using the services.

Changes will be effective upon the posting of the changes unless otherwise specified. You are responsible for reviewing and becoming familiar with any changes. Your use of the services following the changes constitutes your acceptance of the updated terms.

Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. This version one of these terms was most recently updated on 10th April 2023. Historic versions (where published) can be obtained by contacting us. We recommend that you print a copy of these terms and our Privacy Policy for future reference.

4. Opening an Account and Securing Your Account Details

You'll need to create an account on our site to use our services.

Before opening an account, you acknowledge that we may undertake background checks on you and your business, including credit and identity checks, and checks to ascertain whether you are a member of any recognised or accredited body that is mentioned in connection with your account application, to ascertain your identity and for other reasons.

Here are a few rules about accounts with us:

- You must be 18 years or older to use our services. Children under 16 (or older, if the law where you live provides that you cannot enter into binding contracts until that age) are only permitted to use our services through an account owned by a parent or legal guardian with their appropriate permission and under their direct supervision. You are responsible for any and all account activity conducted on your account.
- When opening an account, you warrant and represent that all information you provide to us in connection with your account application is true, accurate and complete, and that you will inform us if that information changes at any time whilst you advertise or sell produce through our site. It's prohibited to use false information or impersonate another person or company through your account.

- By using our site as, or on behalf of, a seller, it is a fundamental condition that you represent that you are authorised to represent and enter into contracts on behalf of any seller in whose name the account you are accessing is opened. We allow sellers to permit multiple employees to access their account for the purposes of that seller's business, but the seller in whose name the account is opened is the only person or entity responsible for the activity that occurs on that account.
- All sellers must be operating in the course of a business or trade. Accounts are not transferable.
- If you choose, or you are provided with a username, identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party (other than permitted users accessing the account for the purpose of your business as indicated above). If you know or suspect that anyone other than you (or other permitted users accessing the account for the purpose of your business) knows your identification code or password, you must promptly notify us using the contact details set out in these terms.

We have the right to disable any account, identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

5. Material on our Site (and Your Use of It)

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

Our site is a marketplace comprised of discrete third-party sellers who run their own SourceGrow shops, may create their own terms and conditions, and are responsible for their inventory, shipments, and complying with the law. We provide a venue for concluding contracts with buyers, but we do not grow, hold, or ship produce and you remain entirely responsible for that.

Our site provides a platform for prospective and current sellers, who register an account with us, to advertise their produce to new and existing buyers, buyers to purchase same, and a mechanism to process payments for same, acting in compliance with these terms. Buyers will be solely responsible for the performance of any transactions they agree with you via our site.

As a seller, you may use our site for your lawful business use in accordance with these terms and you may draw the attention of others you know to content posted on our site. You may not use it for any other purpose.

We may, from time to time, offer you, and other sellers, crop recommendations as generated by our algorithm using information provided by and data collated from third party service providers, as may be specified on our site (**Crop Recommendations**). You accept that any Crop Recommendations are based on information supplied by you and/or data collated from third parties, as may be specified on our site, and as such, are not entirely tailored to your specific agricultural land or holdings (whilst they will take into account available data). You should consider the specific characteristics of your land or holdings in further detail before taking action in connection with any such recommendations, including but not limited to factors such as, soil type, your local weather system, and historic crop yield. We make no warranty, representation or guarantee as to the accuracy of any crop recommendations and accept no liability resulting from your reliance on such recommendations.

You must not modify any content you have downloaded from our site in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Our site may include information and materials uploaded by other users, including information about other buyers or sellers, feedback and comments. This information and these materials have not been verified or approved by us (including information about buyers). Any content uploaded on our marketplace is generated by independent users who are not our employees, agents, or representatives. All users are responsible for ensuring they have all necessary rights to their content and that they are not infringing or violating any third party's rights by posting it. The views expressed by other buyers or sellers on our site do not represent our views or values. We cannot guarantee that any reviews about any users are complete or accurate.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in these terms.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

If you wish to link to or make any use of content on our site other than that set out above, please contact us using the contact details provided above.

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources, and any agreements between you and the operators or providers of such sites or resources are entirely between you. You may also need to use third party products or services in order to use some of our services.

The SourceGrow, and Source Grow trade names and the associated brands and logos are our unregistered trade marks and intellectual property. You are not permitted to use them without our approval.

6. Uploading Content to our Site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with buyers, you must comply with our content standards and the prohibitions set out below and you will be solely responsible for that content. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site or provide when opening an account will be considered non-confidential and non-proprietary. For example, we have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. As another example, your identity as a seller may also be disclosed to buyers seeking to place orders from you.

You retain all of your ownership rights in your content, but you are required to grant us and other users of our site (including buyers) a licence to use, store and copy that content and to distribute and make it available to third parties. To be more detailed, you grant and (where applicable) warrant and represent that the owner of such material has expressly permitted you to grant us a royalty-free, perpetual, irrevocable, transferable and sub-licensable non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You agree not to assert any moral rights or rights of publicity against us for using your content. You also recognise our legitimate interest in using it, in accordance with the scope of this license, to the extent your content contains any personal information.

You also permit any buyer to access, view, store or reproduce the material for their business use (where it is available to them as a user of the site)..

We have the right to remove any contribution you make on/to our site in our absolute discretion. You are solely responsible for securing and backing up your content.

Because we do not control the security of the Internet or other networks you use to access our site or communicate with us, we can't be, and are not responsible for, the security of information that you choose to communicate with us and our site while it is being transmitted. In addition, we are not responsible for any data lost during transmission.

7. Prohibited Uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- In any way which interferes with the listings of other sellers, or attempts to harm them or their business.
- For link building purposes.
- If you are not able to form legally binding contracts, or are under the age of 18.
- For the purpose of harming or attempting to harm others in any way.
- To bully, insult, intimidate or humiliate any person.
- To attempt to, or actually access data not intended for you, such as logging into a server or an account which you are not authorised to access.
- To attempt to scan, or test the security or configuration of our site or to breach security or authentication measures without proper authorisation.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (**spam**), or any other chain letters or to promote any pyramid schemes.
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to harvest or otherwise collect information about buyers or sellers, including email addresses without their consent, or otherwise access, monitor or copy any content or information from our site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission.
- Not to act illegally, maliciously or in a defamatory or libellous manner against or in respect of our business interests or reputation, or that of other sellers or buyers, either when using the services or otherwise.
- Not to take any action that might undermine the feedback and/or ratings systems forming part of our site, or might be likely to bring us into disrepute.
- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms.
- Not to take any action that places excessive demand on our services, or imposes, or may impose an unreasonable or disproportionately large load on our servers or other portion of our infrastructure (as determined in our sole discretion) supporting our site.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

8. Content Standards

These content standards (**Content Standards**) apply to any and all material which you contribute to our site (**Contribution**), and to any interactive services associated with it. The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole. We will determine, in our sole discretion, whether any Contribution breaches our Content Standards.

Any Contribution must:

- Be accurate (where it states facts).
- Be genuinely held (where it states opinions).
- Comply with the law applicable in Northern Ireland and in any country from which it is posted.

A Contribution must not:

- Be defamatory of any person.
- Be obscene, offensive, hateful or inflammatory.
- Bully, insult, intimidate or humiliate.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person, or otherwise inaccurate or lacking scientific basis, including as to the nature of any produce you may sell or the accreditations held by your farm, or the health or nutritional benefits associated with particular produce.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from us or one of our employees, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.

We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

9. Complaining about Content

If you wish to complain about any content on our site or the behaviour of any buyers or other users of the SourceGrow platform, please contact us using the details set out above, providing your name and contact information, including telephone number and e-mail address.

Buyers and sellers share the responsibility for making sure purchases and produce orders facilitated by us are in good spirit, rewarding and hassle-free. In that spirit we encourage you to work with buyers before opening a complaint with us. As noted below, we take no responsibility for non-payment by buyers or any other contractual or non-contractual disputes with buyers relating to SourceGrow or arising in respect of transactions conducted via our site .

IP Complaints: We have great respect for intellectual property rights and are committed to following appropriate legal procedures to remove infringing content from our services. The content uploaded on SourceGrow's marketplace is generated by independent users who are not employees, agents, or representatives of SourceGrow. Users are responsible for ensuring they have all necessary rights to their content and that they are not infringing or violating any third party's rights by posting it. Where your complaint relates to a perceived infringement of intellectual property rights please provide us with (a) an electronic or physical signature of the person authorised to act on behalf of the owner of the copyrighted work; (b) an identification of the copyrighted work and the location on the site of the allegedly infringing work; (c) a written statement that you have a good faith belief that the disputed use is not authorised by the owner, its agent, or the law; and (d) a statement by you that the above information in your notice is accurate and, that you warrant and represent that you are the copyright owner or authorised to act on the copyright owner's behalf.

If Your content is alleged to infringe another person's intellectual property, we will take appropriate action, such as disabling it if we receive proper notice or terminating your account if we deem it appropriate.

When we remove or disable access in response to a notice, we will make a reasonable attempt to contact the affected user and provide information about the notice. We may also provide a copy of the infringement notice, including the name and email address of the reporting party, to the affected user.

We may request additional information before processing a notice, such as identity verification of the reporting party or documentation regarding the claimed right. We may reject notices or counter notices that contain information we believe is false, fraudulent, incomplete, or otherwise submitted in bad faith. We also reserve the right to take action against abusers of this policy.

Ultimately we reserve the right to disable any advertisement or account that we believe violates our terms, as well as taking further legal action. We can't speak on behalf of intellectual property owners, nor are we in a position to offer legal advice or make legal determinations whether an account's content infringes someone else's intellectual property.

We will remove material cited for alleged intellectual property infringement when provided with a proper notice. Any decision made in this regard is final.

10. Interaction with Buyers

We provide a platform to allow sellers and buyers to find and transact with each other. We are neither the buyer nor the seller in these transactions and take no responsibility for the interactions between both parties (including for non-payment) or other complaints or issues between the parties.

Without prejudice to the foregoing, in all interactions and dealings with buyers, you agree:

- Not to solicit buyers to become users of other online or offline services directly or indirectly competitive or potentially competitive with our site, including, without limitation, aggregating current or previously offered deals, or offering or proposing to transact directly with buyers in future other than through our site;
- Not to obtain or use any buyer or seller information that is not your information for any commercial purpose, including, but not limited to, marketing;
- To act in a professional manner, honouring any commitments you have made or contracts you have entered into with buyers, ensuring any produce you provide is fresh, of good quality, of the quantity promised and otherwise fit for human consumption;
- To act in a reasonable and courteous manner, honouring any commitments you have made or contracts you have entered into with buyers, and treating them with respect;
- Not to break any law;
- Not breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence; or
- Not impersonate any person, or misrepresent your identity or affiliation with any person.

Both we and you as separate parties will each process buyers' personal information (for example, buyer name, email address, and delivery address) and therefore each party is considered separate and independent data controllers of buyers' personal information under UK and EU data protection law. That means that each party is responsible for the personal information it processes in providing the services. For example, if you accidentally disclose a buyer's name and email address when fulfilling another buyer's order, you, not us, will be responsible for that unauthorised disclosure.

If, however, both parties are found to be joint data controllers of buyers' personal information, and if we are sued, fined, or otherwise incurs expenses because of something that you did as a joint data controller of buyer personal information, you agree to indemnify us for the expenses we occur in connection with your processing of buyer personal information. See Section 15 below for more information about your indemnification obligations to us.

We may from time to time provide interactive services on our site, including, without limitation reviews and feedback functionality (together **interactive services**).

We will do our best to assess any possible risks for buyers from third parties when they use any interactive service provided on our site. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a buyer in contravention of our content standards.

You understand that we do not screen users of our services, and you release us from all liability relating to your interactions with other users. Please be careful and exercise caution and good judgment in all interactions with others, especially if you are meeting someone in person.

If you have any complaints about content uploaded to our site by buyers or sellers, you can contact us using the contact details provided above.

11. Rules for Selling via our Site

Illegal produce, produce that promotes or facilitates illegal activity, produce that does not meet human consumption and food hygiene requirements, and stolen produce may not be sold or advertised via our site. Nor may any produce which is subject to complex legal regulations or registration systems. Because our site allows sellers to sell into the UK and the Republic of Ireland, it's important to abide by the laws of the jurisdiction into which you are selling. What is legal in one country may be illegal in another. All forms of illegal activity are strictly prohibited. Listings may not facilitate or promote illegal acts.

Both buyers and sellers must follow any applicable laws or delivery restrictions around produce. This includes any national or supra-national (including EU) laws that may be applicable to the sale or delivery of such items. Regulations for produce vary depending on genus and country of origin. Also, regulations for a particular produce may change depending on the pest or disease status of the originating country. In addition to these requirements, all packages of produce sold on our site must prominently display the following information on the outside of the package:

- Name and address of the seller or shop;
- Name and address of the recipient;
- The country (including county, where applicable) from which the produce originates; and
- The contents and weight/quantity of the package.

You should check with your local government body, for specific guidance on what is allowed to be sold across national borders. Note that certain countries may also have importation requirements such as a phytosanitary certificate or require other licences and/or permits to sell or import produce. Should you run afoul of any of these requirements, you are responsible for any penalties resulting from non-compliance.

Because laws vary from place to place, it is a good idea to consult a qualified expert if you have any further questions. While our site is unable to provide you legal advice, and cannot verify that all third-party resources are up to date or accurate, the following resources may be helpful:

- EU Food Safety Laws: https://ec.europa.eu/food/overview_en and https://ec.europa.eu/food/safety/general_food_law_en

- ROI Food Safety Laws: https://www.fsai.ie/legislation/food_legislation.html
- UK Food Safety Laws: <https://www.food.gov.uk/business-guidance/general-food-law>

It's also your responsibility to obtain any permits or licences that you may require to grow, sell or deliver your produce, and to meet applicable legal requirements in applicable jurisdiction(s).

12. Delivery of Produce

Any orders placed via the site must be delivered via our nominated third party courier, City Air Express, as a default. However, in exceptional circumstances we may permit you to deliver directly to a buyer. Please keep in mind that you are ultimately responsible for dispatching and ensuring that your buyers receive their orders.

In either event, delivery arrangements are, together with the rest of the contract for sale of the relevant produce, are solely between you, the seller, and the buyer. As a default, buyers have no right of cancellation or amendment in respect of orders once placed and paid for, but any requests for same may be routed to you by a buyer and you should respond promptly and courteously to any such requests.

By selling on our site, you agree to:

- Provide an accurate "dispatches from" address.
- Dispatch items promptly after the agreed date. Prompt delivery means that you dispatch each item as soon as reasonably possible from the date of harvesting or purchase unless you otherwise agree in writing to a different delivery period with the buyer through the SourceGrow platform. Before you update your processing time for a specific order, you must first obtain your buyer's consent. In any event, all produce must have as long a shelf life as reasonably possible at the time of delivery to the buyer.
- Let the buyer know if there are any issues with growing of produce and you expect not to be able to deliver on any contracted amount, and keep your listings updated in respect of the sale / availability of any produce that has passed its reasonable sell by date. You must only enter into contracts for the sale of produce once it has been, or is nearly ready to be, harvested.
- Comply with all local and international delivery and customs regulations.
- Dispatch to the address listed on the SourceGrow receipt.
- Mark the order as dispatched when you dispatch it via your account platform. Remember that you may only mark an order as dispatched after you actually have dispatched it. When you mark an order as dispatched, the buyer will receive a notification. **[Note: TBC]**

By using the SourceGrow delivery function, you're giving us permission to collect and share this data received from your delivery courier with the buyer.

In the unlikely event an order does not arrive, be prepared to provide valid proof of dispatch. Valid proof of dispatch must show that the item actually was dispatched and that it was sent to the address provided on for the seller. If a buyer does not receive their order, they may file a case against you.

Purchasing Delivery services via SourceGrow

By purchasing delivery services via SourceGrow, you agree that:

- Delivery services will only be used to send corresponding SourceGrow orders.
- Delivery services may not be transferred or sold to a third party.
- You are fully responsible for the contents of any shipments you dispatch on SourceGrow. In addition to our policies, you agree to comply with the terms and conditions and any other policies or rules imposed by CityAirExpress. Please see their website here for details. **[Note: insert hyperlink]**
- We are not responsible for any issues you may encounter while items you dispatch using our nominated third party courier. That means that if an item is lost, damaged, or arrives later than expected, you will have no recourse against us. Please review the courier's terms and conditions for more information on how they handle parcels that are lost, damaged, or delayed. Whilst we pay for the delivery service as agent on your behalf, the contract for delivery services is deemed placed between you and CityAirExpress directly and any claims should be dealt with directly.
- We reserve the right to remove your access to our nominated courier's delivery service at any time and for any reason.

Delivery Insurance: When you purchase and use the CityAirExpress, you can purchase insurance to protect your packages. To file an insurance claim, please contact CityAirExpress directly. **[Note: is insurance included as standard or an optional extra?]**

Fees: The cost of delivery will depend on the origin, destination, weight, mail class, package type, and dimensions of the package. If you add signature confirmation, insurance, or parcel compensation, fees will be added to the total cost of the label at the point of purchase. All fees for these services will appear separately on your payment account and will specify the name of the service provider, CityAirExpress, and the postage label number.

13. Charges, Refunds and Cancellations of Orders

Access to our site is made available free of charge to sellers. However, we may change our fee arrangements at any time giving notice in writing (either on our site or by email).

Where the buyer places an order with you via the Site, they will be required to make a payment at the time the order is agreed. Any transactions between you and buyers via our website, in addition to the fees charged by you, will be subject to a commission fee payable to us (which will not be disclosed to the buyer), consisting of a percentage of the value of the transaction as specified on our platform. You may also be charged associated delivery charges (as further detailed in the **Delivery Options** section below).

You are responsible for paying all fees that you owe to us (together with any applicable VAT payable in respect of same). You are also solely responsible for collecting and/or paying to the applicable tax authority any applicable taxes for any sales you make through our services, (other than VAT on commission payable to us, which we will recharge to you and account directly to the applicable taxing authority for) albeit that currently we understand sales of some produce may be zero rated for VAT purposes.

If you are located outside the UK and any commission payable by you is to be zero rated for VAT purposes, you are responsible for notifying us of this, and ensuring that you provide a copy of your VAT registration number so we can set up your account accordingly.

Payment for any transactions between you and buyers will be made by credit card through a third-party payment processor (currently Stripe, a payment service provided by Stripe Inc, whose terms and conditions and privacy policy you will be required to accept in order to use our website). This payment processor will collect and hold your financial details, not us, but we will obtain details of your Stripe username via the Stripe API.

As our site simply provides a platform for you to find and contract with buyers who wish to purchase produce from you, we cannot guarantee that buyers will purchase produce from you or that our site will generate a specific volume of, or indeed any, sales of your produce. Our site provides a platform allowing buyers to contract with you, and other sellers, for produce that they require and therefore any contract formed via our site is solely between you and the relevant buyer. Other than deducting our commission fee, we do not hold any funds paid as part of any transaction at any time.

Placing of any order by a buyer, and payment for that order, does not constitute a binding contract, but an offer to enter into contract on the basis of the details advertised by you for that produce. Once an offer has been placed we will email you (or use some other automated notification method) to request that you confirm whether or not the offer is accepted. If you cannot fulfil your offer (for example where produce listed on the site is no longer suitable or available, or where there were mistakes in advertised pricing) you must let us know (detailing the part of the order you are unable to fulfil if there is a particular issue) and the buyer will be refunded either the balance of the order you are unable to fulfil (if only part of the order is an issue), or the full amount paid if you cannot fulfil the entire order. Once you have issued an order confirmation you will be contractually bound to honour that order.

Although we may send you a single invoice for your accounting purposes noting multiple transactions with different buyer, we are not a wholesaler, and each such itemised transaction constitutes a separate transaction with each separate buyer (as applicable).

If you wish to cancel or amend any order with a buyer, you must contact them directly. You may provide produce under your own terms and conditions, which should be linked or referenced on our site, however if you do not provide such terms and conditions, you should assume that all orders are non-cancellable and may not otherwise be changed once placed, unless expressly agreed with a buyer. We are unable to assist with any seller or buyer queries regarding orders and you are solely responsible for responding to any buyer queries.

If you have any issues regarding an order, feel free to contact us, but we are not responsible for dealing with any disputes and take no responsibility for resolution of these.

14. Changes to, Withdrawal of and Reliance on, our Site

To the extent permitted by law, our site, and the content on it, is provided for general information only on an "as-is" and "as-available" basis and is made available free of charge to sellers (as further detailed in the **Charges** section above).

You should be aware that we may update and change our site from time to time, and that we do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

Our site is not intended to amount to advice on which you should rely (including when making purchasing decisions). You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. If any information about you as a buyer featured on our site becomes inaccurate or incomplete at any time, you agree to inform us as soon as reasonably possible, or update such information directly, where you have the ability to do so.

15. Our Responsibility to You

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

- We hereby disclaim any and all representations, warranties and conditions, whether express or implied, as to the operation of our site or the content, statements or other information contained on the Site, or the produce or sellers or buyers accessible, available or advertised through our site, including, but not limited to those of title noninfringement, merchantability, and fitness for a particular purpose. In particular, but without limitation, we take no responsibility for your reliance on any Crop Recommendation(s) or any information provided by third parties on our site.
- You understand and agree that the limitations in this section are reasonable as we do not screen buyers who may use our services. Any legal claim related to an item you sold must be brought directly against you as the seller of the item. You release us from any claims related to items sold or advertised through our services, including claims for misrepresentations by buyers. Notwithstanding the fact that payment for delivery by the nominated third party courier is made via us, to the extent permitted by law, you also release us from any and all claims or liability related to the delivery of such produce by our nominated third party courier.
- Further, we make no representations, warranties or guarantees, whether express or implied, that produce, including any produce specified in any buyer wish list, will be purchased by buyers or that our site will generate a specific volume of, or indeed any, sales of your produce. While our site offers functionality that allows buyers to indicate produce that they may potentially be interested in, the creation of a wish list does not mean that the buyer has committed legally to purchasing any produce specified on such a list. There is no obligation for the buyer to purchase produce from you unless and until they have agreed and entered into a legally binding order with you for produce and paid for that produce when placing that order.
- We disclaim all liability, however arising, for any loss or damage in excess of the total amounts actually paid by you to us over the period of 12 months immediately preceding the date of the relevant claim.

- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our site; or
 - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation;
 - loss of, damage to, or corruption of data; or
 - any indirect, special or consequential loss or damage,

whether those losses are foreseeable, known, foreseen or otherwise.
- You expressly agree that use of the Site is at your sole risk. Neither us nor our affiliates or any of their respective employees, agents, merchants, third-party content providers or licensors, or any of their officers, directors, employees or agents, warrant that use of our site will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of our site; and the accuracy, completeness, reliability or content of any information (including, but not limited to, Crop Recommendations).
- We make no representations concerning any content posted by users through our services. We are not responsible for the accuracy, copyright compliance, legality, or decency of content posted by users that you accessed through same. You release us from all liability relating to that content.

As when selling any produce through our site, you should carefully review the details of any order placed by a buyer to make sure you are happy with it, before issuing the order confirmation or confirming your acceptance of the order (at which point a binding contract will come into existence). You sell the produce at your own risk.

We hope this never happens, but if we are sued because of something that you did, you agree to defend, indemnify and hold us harmless. That means you'll defend us (including any of our group companies, affiliates and their respective directors, officers, employees and agents) and hold us harmless from any legal claim or demand (including reasonable lawyer's fees) that arises from your actions, your use (or misuse) of our services, your breach of these terms, you or your account's infringement of someone else's rights, or your disputes with any buyer in respect of produce procured through our site (or other disputes with other users or parties).

On the above basis, you agree to defend, indemnify and hold us harmless from and against all claims and expenses, including reasonable professional fees in respect of any produce or services (including delivery services) sold by you in connection with our site, your Contributions, or any use of our site in violation of these terms.

You are solely responsible for your interactions with buyers. To the extent permitted under applicable laws, you hereby release us from any and all claims or liability related to any produce you sell, your Contributions, any action or inaction by a buyer or by yourself, including your or their failure to comply with applicable law and/or your/their failure to abide by the terms of a contract placed through the site, and any conduct or speech, whether online or offline, of any other buyer or seller.

16. Breach of these Terms and Cancelling Your Account

Termination By You: We'd hate to see you go, but you may terminate your account with us at any time by emailing us to request account closure (or, if we make the option available, by following the process for account closure provided for in your account). Terminating your account will not affect the availability of some content that you posted on the site prior to termination. You'll still have to pay any outstanding bills in existence at the time of your account closure and honour any then current contracts placed by a relevant buyer.

Termination By Us: We may terminate or suspend your account (and any accounts we determine are related to your account) and your access to the services should we have reason to believe you, your content, or your use of the services violate our terms. If we do so, you don't have a contractual or legal right to continue to use our services, for example, to sell from buyers via on our site. Generally, we will notify you that your account has been terminated or suspended, unless you've repeatedly violated our terms or we have legal or regulatory reasons preventing us from notifying you.

Failure to comply with our terms may also result in our taking all or any of the following actions:

- Immediate, temporary or permanent removal of any contribution uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

If your account is terminated, you may lose any information associated with your account, including your content. But unless we otherwise notify you termination of your account will generally be without prejudice to your rights with respect to any orders you have already placed through our site at the date of termination. Otherwise, the applicable parts of these terms will remain in effect even after your access to the service is terminated, or your use of the service ends.

Discontinuing the Services: We reserve the right to change, suspend, or discontinue any of the services for you, any or all users, at any time, for any reason, including those laid out in these terms. We will not be liable to you for the effect that any changes to the services may have on you.

We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

17. Some Final Legal Stuff!

No waiver by either you or us of any breach or default or failure to exercise any right allowed under these terms is a waiver of any preceding or subsequent breach or default or a waiver or forfeiture of any similar or future rights under these terms. Our failure to enforce any part of the terms is not a waiver of our right to later enforce that or any other part of the terms.

The section headings used herein are for convenience only and shall be of no legal force or effect.

If a court of competent jurisdiction holds any provision of these terms invalid, such invalidity shall not affect the enforceability of any other provisions contained in these terms, and the remaining portions of these terms shall continue in full force and effect and those parts deemed to be unenforceable shall be amended to the minimum extent necessary to preserve their original intent or effect.

The provisions of these terms apply equally to and are for our benefit, and that of our parent companies, subsidiaries, subsidiaries of parent companies, affiliates and third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

We will not be liable for any default or delay in the performance of our obligations under these terms due to acts of God, terrorism, natural disasters, earthquakes, fire, riots, floods, and other similar events, to the extent such event is beyond our reasonable control.

No agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship is intended or created by these terms.

These terms (including any of our policies or notices referenced in them) constitute the entire agreement of the parties and supersede any other agreement between you and us regarding the site or services.

These terms their subject matter and their formation (and any non-contractual disputes or claims) are governed by Northern Irish law. We both agree to the exclusive jurisdiction of the courts of Northern Ireland.