

## **Terms of Service**

Terms of Service for freshbin online platform and other products

Effective Date: January 2, 2024

Welcome to freshbin LLC's online platform ("Platform"). The Platform is a peer-to-peer online marketplace that allows individuals ("Users") to buy and sell goods and services with each other. By accessing or using the Platform, you agree to be bound by the following Terms of Service ("Terms"). If you do not agree with these Terms, you must not use the Platform.

### **1. Account Registration and Eligibility**

1.1. To use the Platform, you must create an account. By registering, you confirm that you are at least 18 years old and legally capable of entering into binding contracts.

1.2. You are responsible for maintaining the confidentiality of your account and are liable for all activities that occur under your account.

1.3. You agree to provide accurate and up-to-date information during registration and to update such information as necessary to keep it accurate, complete, and current.

### **2. Listings and Transactions**

2.1. Users may create listings to sell goods and services. All listings must comply with our posting guidelines and applicable laws and regulations.

2.2. The Platform does not endorse or guarantee the quality, safety, or legality of any listings or the accuracy of any User content.

2.3. Users are solely responsible for the content they post and any interactions or transactions that occur through the Platform.

2.4. The Platform reserves the right to remove or modify any content or listing that violates these Terms or is deemed inappropriate, at its sole discretion.

### **3. User Conduct**

3.1. You agree to use the Platform in compliance with all applicable laws and regulations and these Terms.

3.2. You must not engage in any of the following prohibited activities:

- a) Posting false or misleading information.
- b) Violating the rights of others, including intellectual property rights.
- c) Harassing, threatening, or intimidating other Users.
- d) Using the Platform for any illegal, harmful, or unauthorized purpose.

- e) Interfering with or disrupting the Platform's operation or security.
- f) Creating multiple accounts for fraudulent purposes.

#### **4. Reviews and Ratings**

4.1. Users may leave reviews and ratings for transactions conducted through the Platform.

4.2. Reviews and ratings must be honest and based on real experiences with the User being reviewed.

4.3. The Platform reserves the right to remove or modify reviews that violate these Terms or are deemed inappropriate, at its sole discretion.

#### **5. Fees and Payments**

5.1. The Platform may charge fees for certain services or transactions. You agree to pay all applicable fees and any taxes associated with your use of the Platform.

5.2. Payment processing for transactions conducted through the Platform will be facilitated by third-party payment processors. By using the Platform, you consent to the use of such processors and agree to their terms and conditions.

#### **6. Disclaimer of Warranties**

6.1. The Platform is provided "as is," without warranties of any kind, whether express or implied.

6.2. The Platform does not guarantee the accuracy, reliability, availability, or suitability of the content or services provided by Users.

#### **7. Limitation of Liability**

7.1. In no event shall the Platform or its affiliates be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of the Platform or these Terms.

7.2. The total liability of the Platform for any claim arising under these Terms shall not exceed the fees paid by you, if any, to the Platform in the twelve (12) months preceding the claim.

#### **8. Indemnification**

8.1. You agree to defend, indemnify, and hold the Platform and its affiliates harmless from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorney's fees, arising out of or in connection with your use of the Platform or any violation of these Terms.

#### **9. Modifications to the Terms**

9.1. The Platform reserves the right to modify these Terms at any time. The updated Terms will be posted on the Platform, and your continued use of the Platform after such changes will constitute your acceptance of the revised Terms.

## **10. Termination**

10.1. The Platform may, at its discretion, terminate or suspend your access to the Platform and/or your account at any time and for any reason, including violation of these Terms.

## **11. Governing Law and Dispute Resolution**

11.1. These Terms shall be governed by and construed in accordance with the laws of the state of Delaware.

11.2. Any dispute arising out of or relating to these Terms or the Platform shall be resolved through binding arbitration in accordance with the rules of the arbitration association to be determined by freshbin llc, and the arbitration shall take place in the state of Delaware, United States. The language of the arbitration shall be English.

## **12. Miscellaneous**

12.1. These Terms constitute the entire agreement between you and the Platform concerning the subject matter herein.

12.2. If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in effect.

12.3. The failure of the Platform to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

By using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these Terms, please do not use the Platform.