



**GRASSAPP BUSINESS AFFILIATE  
TERMS AND AGREEMENT**



## GRASSAPP BUSINESS AFFILIATE TERMS AND AGREEMENT

Effective Date: Jan 1st, 2025

Welcome to GrassApp!

By accessing or using GrassApp's website, mobile application, or services, you agree to be bound by these Business Affiliate Terms and Agreement (the "Terms"). If you do not agree to these Terms, you may not use the GrassApp platform.

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### 1. DEFINITIONS

1.1 GrassApp – Refers to GrassApp LLC, its subsidiaries, affiliates, and related companies.

1.2 User – Any individual or entity accessing or using the GrassApp platform, including customers, business affiliates, drivers, and caregivers.

1.3 Driver/Buddy – An independent contractor who provides delivery services through the GrassApp platform.

1.4 Business Affiliate (Headshop) – A business listing non-tobacco products for sale on the GrassApp platform.

1.5 Order – A transaction initiated by a customer through the GrassApp platform for the purchase of business affiliate products or cannabis.

1.6 Platform – The GrassApp website, mobile application, APIs, and any other related technology or services.

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## 2. ACCEPTANCE OF TERMS

### 2.1 Eligibility

- You must be at least 21 years old to create an account and use the GrassApp platform.
- By creating an account, you confirm that all information provided is accurate and complete.

### 2.2 Account Security

- You are responsible for maintaining the confidentiality of your account credentials.
- You agree to notify GrassApp immediately of any unauthorized use of your account.

### 2.3 Updates to Terms

- GrassApp reserves the right to update these Terms at any time.
  - Continued use of the platform after updates constitutes acceptance of the revised Terms.
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### 3. ORDER PROCESS AND DELIVERY

#### 3.1 Placing Orders

- Orders must be placed through the GrassApp platform.
- Customers are responsible for providing accurate delivery information.
- All sales are final once the order is confirmed.

#### 3.2 Delivery Process

- GrassApp drivers are responsible for picking up and delivering orders to the specified address.
- Drivers must verify customer age upon delivery by checking a government-issued ID and capturing a photo of the ID with the customer present.
- Drivers will take a photo before pickup and at drop-off to confirm order condition and delivery completion.

#### 3.3 Age Verification

- All customers must be at least 21 years old.
- GrassApp will verify customer age during account creation and upon delivery.
- Orders will not be delivered without valid ID verification.

#### 3.4 Contactless Delivery

- If requested, drivers may complete deliveries without direct contact, provided that age verification is still conducted as required by law.

#### 3.5 Driver Compensation

- Drivers are independent contractors and are compensated based on the delivery fee structure outlined in the Driver Agreement.
- 100% of customer tips go directly to the driver.



## PAYMENT AND FEES

### 4.1 Payment Processing

- Payments are processed securely through Stripe or other approved payment processors.
- GrassApp may charge service fees, delivery fees, and other applicable charges as disclosed at the time of checkout.
- Business Affiliates are responsible for providing accurate banking information to ensure timely payouts.

### 4.2 Refunds and Cancellations

- All sales are final. Refunds are only available in cases of damaged products, incorrect items, or delivery issues.
- GrassApp reserves the right to refuse refunds in cases of customer error or misuse.
- GrassApp may require photo evidence or additional documentation before issuing a refund.

### 4.3 Payouts to Business Affiliates and Drivers

- Payouts to Business Affiliates and Drivers are processed on a [daily/weekly/bi-weekly/monthly] basis, minus applicable fees and commissions, via Stripe or other approved payment processors.
- Business Affiliates will receive a percentage of the product sale total, minus payment processing fees.
- Delivery drivers receive a percentage of the delivery fee, with 100% of customer tips going directly to the driver.
- GrassApp reserves the right to adjust commission rates at any time.
- Any changes to the Commission Schedule will be communicated to Business Affiliates at least 30 days in advance.

### 4.4 Combined Order Discounts

- Orders that include both Rolling Essentials and Cannabis may be eligible for a discount on the total delivery fee, as determined by GrassApp.
- This discount does not reduce the driver's payout, which remains based on the original delivery fee.

### 4.5 Payment Disputes

- Business Affiliates have 7 days to dispute any payout discrepancies.
- GrassApp will review all disputes promptly and resolve any verified discrepancies within 14 days.

### 4.6 Taxes and Reporting

- Business Affiliates are responsible for all applicable taxes on their earnings.
- GrassApp will provide end-of-year tax forms (e.g., 1099) as required by law.



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5. BUSINESS AFFILIATE RESPONSIBILITIES

5.1 Product Quality and Compliance

- Business Affiliates are responsible for ensuring that all listed products are accurately described, in good condition, and comply with applicable laws.
- Business Affiliates must update inventory promptly to avoid overselling.

5.2 Pricing and Promotions

- Business Affiliates retain full control over product pricing but agree to honor any promotional pricing or discounts listed on the GrassApp platform.

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6. LIABILITY AND INDEMNIFICATION

6.1 Limitation of Liability

- GrassApp is not responsible for product quality, safety, or compliance beyond the delivery process.
- GrassApp assumes no liability for damages, losses, or legal claims arising from product use or customer behavior.

6.2 Indemnification

- Users agree to indemnify and hold GrassApp harmless from any claims, damages, or liabilities arising from their use of the platform.

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## 7. TERMINATION

### 7.1 Termination by User

- Users may terminate their account at any time by contacting GrassApp support.

### 7.2 Termination by GrassApp

- GrassApp may suspend or terminate user accounts without notice for violations of these Terms, fraudulent activity, or illegal behavior.

### 7.3 Effect of Termination

- Upon termination, users will lose access to the platform, and all pending payouts may be forfeited.

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## 8. PRIVACY AND DATA SECURITY

### 8.1 Data Collection and Use

- GrassApp collects and processes user data in accordance with its Privacy Policy.
- Users consent to the collection, storage, and use of their personal information as described in the Privacy Policy.

### 8.2 Data Security

- GrassApp employs encryption, two-factor authentication, and regular security audits to protect user accounts.
- GrassApp is not liable for unauthorized access resulting from user negligence or compromised credentials.

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9. DISPUTE RESOLUTION

9.1 Arbitration

- Users agree to resolve all disputes through binding arbitration rather than in court, except for small claims matters.

9.2 Governing Law

- This Agreement shall be governed by the laws of the State of Maryland, without regard to its conflict of laws principles.

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## 10. MISCELLANEOUS

### 10.1 Severability

- If any part of these Terms is found to be unenforceable, the remaining sections will remain in effect.

### 10.2 Entire Agreement

- These Terms constitute the entire agreement between the parties and supersede all prior agreements, representations, and understandings.

### 10.3 Amendments

- GrassApp may update these Terms at any time. Continued use of the platform after updates constitutes acceptance of the revised Terms.
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