

Grass APP

TERMS AND AGREEMENT



GRASSAPP GENERAL 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 General Terms and Agreement (the "Terms"). If you do not agree to these Terms, you may not use the GrassApp platform.

DEFINITIONS

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

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

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

1.4 Order – A transaction initiated by a customer through the GrassApp platform for the purchase of products.

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



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.



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

- 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.
- 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.
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PAYMENT AND FEES

4.1 Payment Processing

- Payments are processed securely through PaymentCloud, or other approved payment processors.
- GrassApp may charge service fees, delivery fees, and other applicable charges as disclosed at the time of checkout.

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.

4.3 Taxes and Reporting

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

5.1 Account and Password Security

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

5.2 Prohibited Activities

- You agree not to use the GrassApp platform for any illegal or unauthorized purposes.
 - You may not engage in fraudulent activities, abuse the platform, or attempt to interfere with its operation.
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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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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.
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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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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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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.

10.4 Contact Information

- For questions or support, please contact GrassApp at [contact@grassapp.com].
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