

BuzzAhh Inc Terms and Conditions

Last update: May 27, 2024

This Terms and Conditions Agreement (the "Agreement") is a legal binding contract between BuzzAhh Inc. (hereinafter referred to as the "Company," "we," "us," or "our") and all individuals, entities, or organizations (hereinafter referred to as "Users," "Members," "Buyers," or "Sellers") accessing or using the online marketplace services provided by BuzzAhh Inc. (the "Service"). By accessing or using our Service, you agree to abide by and be bound by the terms and conditions outlined herein.

1. Introduction

- 1.1. Company Description: The Company, BuzzAhh Inc., operates an online marketplace for goods and services.
- 1.2. User Roles: Users can participate in the Service as either Sellers or Buyers.
- 1.3. Free Service: There is no charge to sign up as a User or to use the Service.

2. User Obligations

- 2.1. Authorized Selling: Users may only list and sell items that are legal and for which they have authorization from the true owner to sell on the BuzzAhh online marketplace.
- 2.2. Prohibited Items: The following items cannot be sold on BuzzAhh:
 - Firearms, guns, rifles, bullets, gunpowder, ammunitions, deadly weapons
 - Illegal drugs
 - Criminal acts
 - Pornography
 - Cigarettes and tobacco products
 - Alcohol beverages
 - Food prepared from unlicensed facilities
 - Human trafficking
 - Controlled substances and chemicals
 - Stolen goods
 - Illegal sale of plants and animals

3. Transaction Fees

- 3.1. Transaction Fees: A transaction fee of 3.9% is applicable to both Sellers and Buyers for transactions. For traditional credit card payments processed through the Stripe

gateway payment system, a 2.9% transaction fee plus \$0.30 applies.

4. Credit-Payment System

4.1. Credit Accumulation: BuzzAhh operates on a credit-payment system model, allowing Sellers to accumulate credits from the sale of products and/or services. These credits can be used to purchase dollar-valued products and services offered by other BuzzAhh members/users.

5. Dispute Resolution

5.1. Quality and Performance: The Company is not responsible for the quality or performance of items or services sold by Sellers. In case of disputes, both the Buyer and Seller have equal privileges to open an arbitration case. The Company has sole authority to determine refund allocation based on evidence provided by each party.

6. User-Generated Content

6.1. Opinions and Information: The Company is not responsible for any harm or inconvenience resulting from user-generated opinions, facts, data, or information posted on the website. The Company reserves the right to duplicate such content for promotional and commercial purposes.

7. Complaints and Reporting

7.1. Reporting: For complaints or reports related to illegal or harmful actions by any User, please contact us at buzzahh@buzzahh.com.

8. Refunds

8.1. Refund Request: Buyers may apply for a refund, with the original purchase amount minus the applicable transaction fee, if an order is canceled before the Seller responds to the purchase notification.

8.2. Non-Response: If a Buyer does not respond to a Seller's notification regarding the completion of a service or delivery of goods for more than 48 hours, payment will be immediately granted to the Seller.

9. Copyright and Intellectual Property

9.1. Copyright Ownership: All content, logos, trademarks, and intellectual property associated with BuzzAhh Inc. are owned by the Company. Users may not reproduce,

distribute, or use such content without explicit permission from the Company.

10. Limitation of Liability

10.1. No Liability: The Company shall not be held liable for any direct or indirect damages, including but not limited to financial losses, arising from the use of the Service.

11. Modification of Terms

11.1. Changes to Agreement: The Company reserves the right to modify these Terms and Conditions at any time, with or without notice. Users are encouraged to review this Agreement periodically.

12. Termination

12.1. Termination of Access: The Company may terminate or restrict User access to the Service at its sole discretion, without notice or explanation.

13. Governing Law

13.1. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of California, without regard to conflict of law principles. By using our Service, you acknowledge that you have read, understood, and agreed to all the terms and conditions outlined in this Agreement. If you do not agree with any part of this Agreement, please refrain from using the Service. This Agreement constitutes the entire understanding between the Company and its Users and supersedes all prior agreements and understandings.

Seller/Contractor Terms & Conditions

1. Introduction

1.1 These Terms & Conditions govern the relationship between BuzzAhh Inc. ("Agency") and the user ("Seller") of our revolutionary directory platform, which is designed for local service providers operating as independent sellers of goods and services, as well as skilled professionals in the partnership program. By joining our platform, the Seller agrees to be bound by these Terms & Conditions.

2. Eligibility

- 2.1 To join our platform as an independent seller, the Seller must be capable of providing offerings to clients in their area.
- 2.2 To join our platform as a partner in the partnership program, the Seller must be a skilled professional operating as an independent contractor, capable of providing services to clients in their area of expertise.
- 2.3 The Seller must be at least 18 years old and legally permitted to operate as an independent seller or contractor in their jurisdiction.

3. Independent Seller and Contractor Status

- 3.1 By joining our platform, the Seller affirms their status as an independent seller or contractor. The Seller is not an employee, agent, or representative of the Agency.
- 3.2 As an independent seller or contractor, the Seller is solely responsible for their own taxes, insurance, licenses, permits, tools, equipment, and any other necessary expenses related to their offerings or services.
- 3.3 The Seller has complete autonomy over their offerings or services, including when, where, and how they provide their goods and services to clients.

4. Prohibited Goods and Services

- 4.1 The Seller is strictly prohibited from offering or selling any illegal, counterfeit, or non-permitted goods and services on our platform. This includes, but is not limited to, drugs, alcohol, firearms, weapons, explosives, and any other items that are restricted or prohibited by law.
- 4.2 The Seller must not engage in any harmful, fraudulent, deceptive, or illegal activities while using our platform. The Agency reserves the right to remove any listings or terminate the Seller's account if found in violation of this policy.

5. Revenue Split (applicable only to Sellers in the Partnership Program)

- 5.1 The Agency and the Seller in the partnership program agree to a revenue split of 80/20 for all services sold through the Agency. The Seller will receive 80% of the total revenue generated from their services, and the Agency will receive 20% of the total revenue as compensation for its services.
- 5.2 The total revenue is defined as the amount paid by the client for the Seller's services, excluding any applicable taxes or fees.
- 5.3 The Agency will collect payment from the clients and will be responsible for distributing the Seller's portion of the revenue in accordance with this agreement.
- 5.4 The Agency will provide the Seller with a detailed breakdown of the revenue split for each sale, including the total revenue, the Seller's 80% portion, and the Agency's 20% portion.
- 5.5 The Agency will remit the Seller's portion of the revenue on a monthly basis, no later

than the 15th day of the following month, for all services sold in the previous month.

5.6 The Seller is responsible for any applicable taxes or fees related to their portion of the revenue, and the Agency will provide the necessary documentation (e.g., 1099 form) for tax purposes.

5.7 In the event of any refunds or chargebacks, the revenue split will be adjusted accordingly. The Seller's portion of the refunded amount will be deducted from their future earnings, and the Agency's portion will be deducted from its future compensation.

5.8 This Revenue Split agreement will remain in effect for the duration of the Seller's membership and privileges with BuzzAhh's marketplace platform.

6. Liability and Indemnification

6.1 As an independent seller or contractor, the Seller is solely responsible for any liabilities, damages, or claims arising from their goods and services provided to clients.

6.2 The Seller agrees to indemnify and hold the Agency harmless from any claims, losses, or damages related to their offerings, services, or their use of our platform.

6.3 The Agency is not liable for any bodily injury to the Seller during engaging in work related to the program.

7. Intellectual Property

7.1 Our platform and all associated intellectual property rights remain the exclusive property of the Agency.

7.2 By joining our platform, the Seller grants the Agency a non-exclusive, worldwide license to use their name, likeness, and business information for promotional and marketing purposes related to our platform.

8. Dispute Resolution

8.1 Any disputes arising from the Seller's use of our platform or these Terms & Conditions shall be resolved through mediation or arbitration, rather than through the court system.

9. Governing Law

9.1 These Terms & Conditions shall be governed by and construed in accordance with the laws of California.

10. Changes to Terms & Conditions

10.1 The Agency reserves the right to make any changes to the terms at any time without prior notice. It is the Seller's responsibility to review the Terms & Conditions periodically for any updates or modifications.

By joining our directory platform, the Seller acknowledges that they have read, understood, and agree to be bound by these Terms & Conditions. If the Seller does not agree with any part of these terms, they should refrain from using our platform.