

Bunny LLC Seller Guidelines

Effective Date: 06/01/2024

Bunny LLC is a marketplace where you (“you” or “Seller”) can sell your produce and handmade goods to local buyers (“Buyers”) in your region. We want to make sure that you and your Buyers have a positive experience on Bunny. Please read on to find out more about your rights and responsibilities as a Seller.

These Guidelines (“Guidelines”) are a part of our [Terms of Use](#) (the “Terms”) and are incorporated by reference into the Terms. By opening a Bunny shop, you’re agreeing to these Guidelines and our Terms of Use.

If Bunny has reason to believe you, your content, or your use of the Services violate our Terms, we may deactivate your content to some or all Buyers or suspend or terminate your account (and any accounts Bunny determines are related to your account) and your access to the Services.

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1. Product Information

For each product offered for sale (“Product”) through the Services, Seller shall include the following on the Services (“Product Information”):

- an accurate description of the Product, in compliance with our policies;
- more photographs as required, and in compliance with our policies;
- the suggested consumer sale price, where available from the Product manufacturer;
- any disclosures and notices required by any law or customary for goods of a similar type; and
- any other information requested by Bunny

2. Accuracy of Product Information

Seller represents and warrants that all Product Information will:

- be accurate in all respects;
- not, in any way, be false, deceptive, or misleading;
- in the case of photographs or pictures depicting the Product, be a fair and accurate representation of the Product;
- not violate or infringe any third party’s rights, including, without limitation, any patent, design, trade name, trademark, copyright, industrial, mask work, moral, paternity, trade dress or trade secret right or other intellectual property or proprietary right; and
- to the extent containing any type of claim as to the appearance, function, safety, or result of using the Product, be supported by documented competent and reliable engineering, safety, and/or scientific evidence or testing in Seller’s possession.

3. Selling Basics

Keeping in mind these basic requirements will set you up for success on Bunny.

A. What can be sold on Bunny

Buyers come to Bunny to purchase local produce, agricultural products, and artisanal goods in their neighborhoods.

If you sell items on Bunny, you agree that:

- All listings are available for purchase at a set, up-to-date price
- Prohibited Items listed in Exhibit A below, services, and items that violate these Guidelines and our Terms are not allowed to be sold through the Services.

- All listings must offer an item for sale, trade, or donation. You may not create a Bunny listing for the purpose of posting a want ad, or similar activity that does not offer a physical or digital item for sale.
- Bunny buyers, and in some cases third parties, may flag listings that appear to violate our policies for Bunny's review. Bunny may remove any listings that violate our policies.
- Note that listing fees are non-refundable. Bunny may also suspend or terminate your account for any violations and you'll still have to pay any outstanding fees on your Bunny statement.

B. Managing your Bunny Shop

Your shop represents you and your business to the Bunny community. It's important that you, your items and your shop are honestly and accurately represented.

By selling on Bunny, you agree that you will:

- Provide honest, accurate information to Bunny about your shop
- Upload any relevant food handling permits, licenses, and inspection reports to your Bunny shop to be viewable by the public
- Upload your general liability insurance policy with product liability and Bunny as additional insured or a blanket additional insured endorsement
- Honor your Shop policies
- Ensure your shop content, such as any text, photos or videos used to represent yourself, your shop or your listings, abide by Bunny's policies that may be provided to you from time to time.
- Accurately represent your items in listings and listing photos.
- Respect the intellectual property of others. If you feel someone has violated your intellectual property rights, [you can report it to Bunny.](#)
- Not engage in fee avoidance (i.e. try to find a loop hole of paying for our Services)
- Not create duplicate shops or take any other action (such as manipulating clicks, carts or sales) for the purpose of shilling, manipulating search or circumventing Bunny's policies.
- Not coordinate pricing with other sellers.
- Understand that disclosing and/or displaying your home address to buyers for pick-ups is at your own risk; buyers may save this information. For increased safety and security purposes, pick-ups are recommended at public locations and sellers are recommended not to share their home address

C. Seller Standards

- By listing a Product for sale on Bunny you understand and agree that you are responsible for complying with all applicable laws and regulations for the products you list for sale, including any laws governing required labels and warnings. Bunny assumes no responsibility for the accuracy, labeling, or content of your listings.
- You will only sell Products that are legally permissible in your jurisdiction. You will comply with all applicable federal, state, and local laws, rules, standards and regulations relating to all Products listed for sale, including but not limited to any licenses, permits, certifications, health and safety requirements, cottage food laws, food safety laws, sanitation laws, dairy product, poultry, and meat handling regulations, agricultural regulations, and all applicable laws regulating the sale of food products, whether in person, or online, to others in a community to the extent such products are permitted through the Services.
- You will ensure all claims regarding your business and its Products are truthful and accurate. You will be honest in your use of Bunny's preset product descriptors and labels, accurately and honestly labeling your shop and all posted items, understanding that inaccurate labels may result in 'flags' from Buyers and third parties, and resulting in violations of the Terms which could result in termination.
- You will include on the order packaging, any required consumer-facing warnings, charges, opt-in

requirements, accurate labeling, and instructions associated with the order.

- You will disclose common allergens or other warnings in any order.
- You will not include any unverified claims, including medical claims.
- You will not sell regulated, perishable food items (dairy, poultry, other meat products) out-of-state.
- You will label all posted items in accordance with your state's laws, including relevant and accurate ingredient information, allergens, net amount, business details, and any disclaimers, if applicable.
- You will only sell items that you have produced yourself, i.e. products from your farm, business, home or garden.
- You will ensure good recordkeeping and keep track of quantities of Products sold and gross sales, not selling above annual limits in your state.
- You will know your buyers and ensure it is legal in your state to sell online and to sell to retail outlets, restaurants, or wholesalers.
- You will maintain a general liability insurance policy with product liability of \$2M per occurrence/\$4M aggregate that specifies Bunny as additional insured or policy includes a blanket endorsement- 'Those usual to the insured's operation. Blanket additional insured applies per coverage form. Certificate holder, if any, is hereby an additional insured.'

D. Meeting Service Level Standards

As a Seller, you must provide great customer service and maintain trust with your Buyers. Bunny may reach out to you if your shop fails to meet Bunny's service standards.

By selling on Bunny, you agree to:

- Honor your shipping and processing times. Sellers are obligated to ship unless there is an exceptional circumstance. Please be aware that legal requirements for shipping times vary by jurisdiction.
- Honor your delivery and pick-up times, if offered.
- Keep an up-to-date calendar of business hours and shop times available for pick-up orders, updating these hours in real-time.
- Respond to Messages in a timely manner.
- Honor the commitments you make in your shop policies.
- Resolve disagreements or order issues directly with the Buyer in a prompt manner. In the unlikely event that you can't reach a resolution, Bunny can help through our case system.
- If you are unable to complete an order, you must promptly notify the Buyer and cancel the order.

4. Being a Member of the Bunny Community

At Bunny, everyone is expected to treat fellow members of the Bunny community with respect. As a Seller, you have additional responsibilities to safeguard personal information and communicate promptly with buyers in order to provide a great customer experience.

A. Creating and Uploading Content

As a member of Bunny, you have the opportunity to create and upload a variety of content, like listings, Messages, text, photos, and videos. In order to keep our community safe and respectful, you agree that you will not upload content that:

- Contains hateful or derogatory language or imagery;
- Contains threats, harassment, extortion, or violates, or causes interference

- Violates someone else’s intellectual property rights;
- Is false, deceptive, or misleading;
- Contains unsolicited advertising or promotions, requests for donations, or spam;
- Contains private information, whether it is your own, or someone else’s;
- Encourages or facilitates a transaction that evades the Bunny checkout process;
- Contains prohibited medical drug claims;
- Sexualizes minors under the age of 18;
- Violates any of the rules described in our [Prohibited Items \(Exhibit A\)](#)
- Members may not use Bunny services such as Messages or Favorites to make inappropriate use of otherwise compliant content, whether overtly or through contextualization. This includes, for example, the aggregation of content with the intent of sexualizing minors.

Some content on Bunny is subject to additional requirements. Please see below for more details.

B. Communication Standards

- i. With Bunny’s “Inbox” and “Messages”, you have the ability to communicate directly with your buyers or other Bunny members. Messages are a great way for Buyers to ask you questions about an item or an order.

Messages may not be used for the following activities:

- Sending unsolicited advertising or promotions, requests for donations, or spam;
- Harassing or abusing another member;
- Contacting someone after they have explicitly asked you not to; or
- Interfering with a transaction or the business of another member.
- Exchanging personal contact, financial or other information for the purposes of evading the checkout process on Bunny, including phone number, address, email, social media handles, external URLs, instructions for money transfer, etc.
- Intentionally interfering with another member’s shop in order to drive away their business. Interference is strictly prohibited on Bunny’s Services. Examples of interference include:
 - Contacting another member via Messages to warn them away from a particular member, shop, or item;
 - Posting in public areas to demonstrate or discuss a dispute with another member;
 - Purchasing from a Seller for the sole purpose of leaving a negative review;
 - Maliciously clicking on a competitor’s ads in order to drain that member’s advertising budget, also known as “click fraud.”
 - Creating or using an independent buyer account to maliciously upvote another shop’s negative reviews in order to position those reviews more prominently.
- Harassment and Discrimination: Any use of Messages to harass other members is strictly prohibited. Similarly, Messages may not be used to support or glorify hatred or otherwise violate. If you receive a Message that violates this policy, please let us know right away.

- ii. Communicating Cancellations

If you are unable to complete a transaction, you must notify the Buyer via Messages and cancel the transaction. If the Buyer already submitted payment, you must issue a full refund. You are encouraged to keep proof of any refunds in the event a dispute arises. All cancellations are subject to our cancellation policy in our Terms.

iii. Feedback, Cases and Your Success

a. Reviews

Reviews are a great way for you to build a reputation on Bunny. Buyers can leave a review, including a one to five star rating and a photograph or video of their purchase, within 90 days from the earlier date of their item being delivered or picked up. Buyers can edit their review, including the photograph or video, any number of times during that 90 day period.

On the rare occasion you receive an unfavorable review, you can reach out to the Buyer or leave a public response to the review.

Reviews and your response to reviews may not:

- Contain graphic, mature, or obscene language or imagery
- Contain hateful, violent, discriminatory, threatening, or harassing language
- Be about things outside the seller's control, such as a shipping carrier, Bunny or a third party;
- Include 'shilling', otherwise falsely inflate a shop's review score. Shilling includes having a friend, family member, or third party, or creates an additional account for the purposes of leaving a biased or inauthentic, positive review on their own products.
- Undermine the integrity of the Reviews system.

iv. Bunny Cases

- The case system is how a Buyer notifies Bunny of an order issue or dispute that they're unable to resolve with a Seller, in order for Bunny to help them reach a resolution. Buyers must contact Sellers and attempt to resolve any outstanding issues before opening a case on Bunny. For this reason, it is important that you fill out your shop policies and regularly respond to Messages from your Buyers. Once a Buyer contacts you to notify you of a problem with an order, you will have 48 hours to resolve the issue. If the issue is unresolved in this time frame, a case may be opened by the Buyer. Once a case has been opened, Bunny will assist in the resolution of the case between the Buyer and Seller. This may include, but is not limited to, automatically closing the case and issuing a refund to the Buyer, or reviewing the case further to help the Buyer and Seller resolve it as quickly as possible.
- Bunny reserves the right to resolve an order issue before the 48-hour window for circumstances including, but not limited to, seller inactivity, harassment, refusal of service, manipulation, and undermining the integrity of the case system.

Buyers may file a case for items that never arrive, arrive late or, arrive damaged, or do not match the listing description. Bunny may request your assistance in resolving a case opened against your shop. By using Bunny's case system, you understand that Bunny may use your personal information for the purpose of resolving disputes with other members.

C. Your Seller Account and Bunny's Terms

In order to keep Bunny safe and improve our Services, we may take actions that limit the visibility of your shop, listings or ads, or that impact your payment account. In the event a shop sees unusual order activity, or we otherwise believe that your actions or shop may result in buyer disputes, chargebacks, increased risk of fraud, counterfeiting, or other claims, Bunny may take actions such as limiting visibility of your account, placing restrictions or reserves on your payments account, or suspending your Bunny account. When appropriate and permitted by law, Bunny will communicate information to the affected Seller about the issue. Bunny may make changes to onboarding or authentication processes for Sellers at our sole discretion. Completion of these processes may be required for Seller account activation or continued access and usage. If Bunny has reason to believe you, your content, or your use of the Services violate our Terms, including this Seller Policy, we may deactivate your content to some or all

users, or suspend or terminate your account and your access to the Services.

Generally, Bunny will notify you that your content or account has been suspended or terminated, unless you've repeatedly violated our Terms or we have legal or regulatory reasons preventing us from notifying you.

D. Specific Food Regulations and Restrictions

Different food items will require specific processing standards, labeling requirements, storage and handling procedures, and state permits or licenses to be uploaded on the Bunny app and displayed on the Bunny storefront. Please note, regardless of the type of food item to be sold, sellers must maintain a general liability insurance policy with product liability and an additional insured endorsement in order to sell on the Bunny marketplace. Sellers may procure farmer's market vendor insurance or home-based baker insurance through programs like the Food Liability Insurance Program, or FLIP program (www.flipprogram.com).

- *Fresh Produce.* Sellers generally do not require permits to sell their fresh produce on the Bunny marketplace. Some states may require inspection or other permits based on gross annual sales and types of produce sold. Please follow your state's laws, including produce safety rules, cottage food laws, and food and beverage laws. For example, states may require certification to sell at farmer's markets, but will not require one if the Buyer picks up the item from the Seller's home. Please note, pre-cut or adulterated produce is not allowed to be sold on the Bunny marketplace. If you use manure as fertilizer, be careful not to contaminate your crops. When you irrigate, test to confirm your water is not contaminated. Train all employees on hygiene, food safety, and hand-washing. Do not allow pets or wild animals in your crops. Do not handle produce when you are sick. Keep all equipment and storage bins you use clean and free of contamination. Make sure there is water for cleaning/washing readily available.
- *Meat.* Businesses and farms following all federal and state laws with active and appropriate licenses and permits may sell through the Bunny Services. All meat (beef, pork, goats, sheep, poultry) sold through the Bunny Services must follow all FDA, USDA/FSIS, and state Department of Agriculture regulations. Meat sold through the Bunny Services must be produced on the individual farm, be processed in a USDA/FSIS- or state-inspected facility, contain proper USDA labeling and handling instructions, and be properly handled and stored. Meat must only be sold within the state of the farm or business, and only if the producer has a state meat- handling license or retail meat permit, and it is displayed on their Bunny storefront.

Please reference federal and state regulations. The sale of exotic species or wild game is not permitted.

- Processing. Beef, pork, goats, sheep, poultry (unless exempt) must be inspected and processed in a USDA/FSIS- or state-inspected facility. Depending on the state, the inspected facility could have either federal USDA-FSIS inspectors or inspectors from state departments of agriculture's Office of Meat and Poultry Services on site. USDA- or state-inspection and safe handling labeling will be applied at the processing facility.
- Minimum Labeling Requirements. Product labels must include product name, statement of ingredients, inspection legend (applied by processor), net weight statement, farm name and address, nutrition facts, the safe handling statement (applied by processor), and 'Keep Frozen' or 'Keep Refrigerated'. The processing plant will apply the labels. If you want a custom label, you will need to work with your processor to get USDA approval. Verify that all your product is properly labeled before you leave the processing facility; otherwise you will not be able to sell it. You may not alter labels in any way, nor add any additional labels. Claims like 'Grass-fed' or 'Free-range' are federally regulated, and may be posted on labels by the processor if approved by the USDA.
- Storage and Handling. Producers/meat handlers must have an acceptable storage facility that is

clean and free from rodents and other pests. The Product must be handled and stored under acceptable conditions (appropriate temperature, product rotation, freezer with a thermometer, dedicated freezer space, separate from other species of meat unless maintained hard frozen etc.) to prevent the Product from becoming adulterated. Meat must be transported in a secure manner in a freezer/refrigerator/cooler. No re-freezing of Product allowed.

- Permits/Inspections: Documentation is required. Farmers who receive, store, transport, and/or sell meat and/or poultry products will need to have a meat and poultry handler permit, or retail meat permit or certification from the individual state. Please note, state requirements may vary. The permit will need to be uploaded on the Bunny app and will be displayed on the Bunny storefront. To register as a Meat and Poultry Handler or Retail Meat Permit, you must meet with a Department of Agriculture official on your farm to ensure compliance with all of the requirements.
- Poultry. Poultry is required to be inspected prior to selling. However, there may be exemptions for small producers in certain states. Farms who slaughter and process poultry of their own raising may be exempt in some circumstances if they process below certain state limits (e.g. 1,000-20,000 birds annually). Please reference your state requirements.
 - Minimum Labeling Requirements: Product name, Statement of ingredients, Net weight statement, Farm name, Farm Address, Nutrition facts, Safe handling statement, and 'Keep Frozen' or 'Keep Refrigerated'. Inspection legend if processed at USDA-inspected facility.
 - Permits: Documentation is required. Bunny requires businesses and farms to post either poultry-handling permits or exemption documentation on your Bunny storefront in order to sale on the Bunny marketplace.
 - If you meet the requirements for your state to sell poultry, you may apply to sell them on the Bunny marketplace, attaching any required state documentation or exemption documentation. Permits/inspection reports are displayed on your Bunny storefront.
 - Any exemptions still require proper handling, processing, sanitation, temperate control, storage, and recordkeeping
- *Dairy Products.* Raw, unpasteurized dairy products cannot be sold on the Bunny marketplace (see Prohibited Items- Exhibit A). Individual dairy producers and creameries may sell their own Products if they follow all federal, state, and local regulations, have an active Grade A dairy/creamery/or microprocessor/micro- creamery permit or license and it is displayed on their Bunny storefront. All dairy products to be sold must be inspected. The sale of cheese made from raw milk must be aged at least sixty days above 35 degrees.
 - Minimum Labeling Requirements: Product Name, Net weight, Ingredients statement, Business/Farm Name and Address of Manufacturer/Distributor, Sell- by Date, and 'Keep frozen' or 'Keep Refrigerated.'
 - Permits/Inspections: Documentation is required. Bunny requires business or farms to upload permits, inspection reports, and required state documentation to your Bunny storefront.
 - If your business or farm meets the requirements of your state to sell dairy products, you may apply to sell them on the Bunny marketplace, attaching any required state documentation and inspection reports. Permits/inspection reports are uploaded on the app and displayed on your Bunny storefront.
 - Small producers or creameries still require proper handling, processing, sanitation, temperate control, storage, and recordkeeping.
- *Eggs.* Eggs are subject to the state's cottage laws and individual state egg laws, which must be followed to sell on the Bunny marketplace. All sellers must use clean cartons with the USDA grade marked out, follow their state's correct labeling requirements, ensure eggs are unbroken, clean,

and sanitized; and ensure eggs are always kept refrigerated at 45°F or lower in storage, transport, and handling. Grading eggs may be required in your state (e.g. if selling >30 dozen/week in North Carolina). Importantly, eggs are a significant source of salmonella poisoning in the US. It is imperative to clean and sanitize all eggs. To sanitize food eggs: Thoroughly clean all eggs. Completely mix 1 tablespoon of EPA- registered chlorine bleach product with 1 gallon of warm water to produce a 200 ppm available chlorine solution. Spray the sanitizer so that the eggs are completely wet.

Allow the eggs to fully dry before packing. The solution must not be reused. Please see your state's individual egg law for details, as some states have additional requirements and limitations.

- Minimum labeling requirements: Business Name, Address of packer/producer, quantity of eggs, consumer grade or 'ungraded', Sell By Date: (30 days after laid), Storage instructions: 'Refrigerate eggs', and "Safe Handling Instructions: To prevent illness from bacteria, keep eggs refrigerated, cook eggs until yolks are firm, and cook food containing eggs thoroughly."
 - Permits/Inspections/Exemptions: Documentation Required. Southeast Region – Virginia (exempt if sell <150 dozen/week), Tennessee (exempt if <3,000 birds). Wholesalers/distributors/large producers need permit/inspection documentation.
 - If you meet the requirements for your state to sell eggs, you may apply to sell them on the Bunny marketplace, attaching any required state documentation, exemption documentation, or reasons why you qualify for an exemption in your state. Permits/inspection documentation is posted on your Bunny storefront. Wholesalers/distributors/large producers need permit and inspection documentation.
 - Any exemptions still require proper handling, processing, sanitation, storage, and recordkeeping.
- *Honey* is subject to individual state laws, including the state's cottage laws, which must be followed to sell through the Bunny Services. Many states have certain limitations on the gallons of honey that can be sold per year to qualify as a small producer and be exempt from certain requirements and inspections. Small producers may be exempt from licenses, permits/fees, and inspections. Some states have further honey processing guidelines. Please see your state's laws on the sale of honey. Only pure honey (not infused honey products) from the home seller's own hives can be sold through the Bunny Services.
 - Minimum labeling requirements: Product name, Business Name, Address, Phone Number, Ingredients: Pure Honey, Allergens, Net Weight, Date Produced, Disclaimer: NOT FOR RESALE. PROCESSED AND PREPARED WITHOUT STATE INSPECTION. WARNING: Do not feed honey to infants under one year old.'
 - Permits/Inspections: Documentation is required. Southeast Region: Permits/Inspections- Virginia (exempt if sell <250 gallon/year), Tennessee (exempt if sell <150 gallon/year), Kentucky (exempt if sell <150 gallon/year), South Carolina (exempt if sell <400 gallon/year but must apply for exemption).
 - If you meet the requirements for your state to sell honey, you may apply to sell honey on the Bunny marketplace, attaching any relevant required state documentation, exemption documentation, or reasons why you qualify for an exemption. Permits/inspection reports are uploaded on the Bunny app and displayed on your Bunny storefront.
 - Any exemptions still require proper handling, processing, sanitation, storage, and recordkeeping.
 - *Non-perishable, non-potentially hazardous food (non-PHF) items* are the food categories that do not require refrigeration, have a low moisture content (water activity level <0.85), low pH (pH <4.6), and does not contain any meat/cheese/proteins. The only non-perishable, non-potentially hazardous food allowed on the Bunny marketplace are baked goods, breads, pastries, candies, dry goods, and snacks. Note: some states require sellers to complete food training courses and apply for home processor and food processor licenses to sell these items.
 - Minimum labeling requirements: Product Name, Ingredients, Allergens, Business Name, Address, Phone Number, Net Weight, Disclaimer: NOT FOR RESALE. PROCESSED AND

PREPARED WITHOUT STATE INSPECTION, Date
Produced

- Permits: Documentation is required. Southeast Region (No permits: South Carolina, Tennessee, West Virginia, Florida (FL: no indirect direct sales, retail, wholesale, restaurants). Registration or inspection required: Kentucky (must register Health Department; do not sell to retail/restaurants), North Carolina (inspection required), Georgia and Virginia cannot sell online.
- If your state allows the sale of these food items and you meet the qualifications in your state, you may apply to sell them through the Bunny Services, attaching any relevant required state documentation, exemption documentation, or reasons why you qualify for an exemption. Permits/inspection documentation must be displayed on the Bunny storefront.
- Any exemptions still require good manufacturing practices, proper handling, processing, sanitation, storage, temperature control, and recordkeeping.
- *Potentially hazardous food items* are the food categories that include low-acid canned foods, fermented foods, jerkies, nut butters, jams/jellies, foods containing meat/cheese, etc. These foods can only be sold by established food businesses with commercial kitchens that have undergone state inspections by state health departments.
- *Plants*: Both Buyers and Sellers must follow all applicable laws or shipping restrictions around plants, plant materials and seeds, soil and soil amendments, and fertilizers. This includes any state and local laws that may be applicable to the sale or shipping of such items. Buyers and Sellers must be in the same state and/or region. In addition to these requirements, all shipments of plants, plant materials or seed products sold on Bunny must prominently display the following information on the outside of the package: a) Business Name and Address, b) Name and Address of Recipient, c) County from which the plant, plant material, or seeds originate, d) Contents of package. All Sellers should check with the USDA or the International Plant Protection Convention (IPPC), for specific guidance on what is allowed to be sold across state and national borders. For example, many U.S. states have specific legal requirements for labeling and shipping plant and seed products. US State-level restrictions: Some examples of plants regulated by the USDA include bamboo seeds and plants, citrus plants, cotton seeds and plants, sandalwood, wheat, and noxious weeds. Find out more at the USDA's website. You may also wish to consult the National Plant Board's Federal & State Quarantine Summaries for further information on plant and seed product restrictions in U.S. states and territories.

E. *Labeling*.

When it comes to labeling your packaged Products, the Food, Drug, and Cosmetic Acts, the Fair Packaging and Labeling Act, and state cottage, meat, egg, and dairy laws apply. Packaged food and beverage items must be properly labeled, and labels may not be false or misleading. Many states require a standard label on any products sold. You must reference and use your state's *exact* labeling conventions and specific disclaimer statements, understanding that different categories of products will have different labeling requirements. Meat, dairy products, eggs, honey, and prepared foods all may require a specific label with specific information for the specific item sold.

- Minimum requirements for Bunny product labels: a) Product Name, b) Business Name, c) Business Address, d) Ingredients (listed from highest to lowest weight including any allergens), e) Allergens (Must note if item contains any milk, eggs, peanuts, tree nuts, wheat, or soy, e.g. 'Contains milk, eggs, wheat' f) Date produced, g) Net amount, e) Disclaimer: NOT FOR RESALE- PROCESSED AND PREPARED WITHOUT STATE INSPECTION* (if not inspected)
- No medical claims can be made on any labels.
- Regulated claims like 'USDA organic', 'Grass-fed' and other government (USDA)

regulated terms and labels cannot be used on the Bunny marketplace or as labels on individual products unless true and accurate

- USDA labels cannot be changed or adulterated

F. Good manufacturing practices (GMP).

All sellers of all types should follow good manufacturing practices. Examples of GMP include: hand washing sinks and a 3 compartment sink, proper ventilation, adequate plumbing, dish machines (optional: must be commercial grade), smooth and cleanable surfaces, cleaning and sanitizing of food contact surfaces, employee hygiene and health, proper ingredient and product handling (inspection of raw products, cold or hot holding), process control, and employee training and knowledge of foodborne pathogens. Items for sale should be kept in a dedicated storage facility, refrigerator, or freezer. Use of thermometers and temperature control measures should be strictly followed.

- G. Ethical Practices. Seller represents and warrants that its activities related to the Terms and the manufacturing and distribution of the Products will be conducted in a manner so as not to harm Bunny's goodwill or reputation, including, without limitation, compliance with international commercial norms, good manufacturing and sourcing practices, and generally accepted environmental, labor, and child labor standards.
- H. Unlawful Pricing. If a court, regulatory agency or other government entity with jurisdiction finds that the prices for ordered Products are in excess of that allowed by any applicable law, the prices shall be automatically revised to equal a price which is not in violation of such law. If a Buyer overpays for Products at a price in violation of this Section, then Seller shall promptly refund the difference between the price paid for the Products and the price that is not in violation of this Section.

I. Seller Types

Bunny broadly classifies Sellers as hobby sellers, farms, and small food businesses. Each category of Seller is subject to different guidelines and restrictions when using the Bunny Services. Please consult your state for exact guidelines. All sellers must follow Bunny Seller guidelines. Regardless of the type of seller, *all* Bunny sellers must obtain general liability insurance that contains product liability with Bunny as additional insured or a blanket additional insured endorsement in order to sell on the Bunny marketplace. Sellers may procure farmer's market vendor insurance or home-based baker insurance through programs like the Food Liability Insurance Program, or FLIP program (www.fliprogram.com).

Sellers are not allowed to sell any items on the prohibited food items list (see Exhibit A). All Sellers are responsible for complying completely with their individual state's cottage food laws. Individual state laws may differ on these key aspects of selling:

- Allowed venues: Events, farmers markets, home, online, retail stores, roadside stands. Some states do not allow food items to be sold online or at retail stores, but may allow the items to be sold at farmer's market. Sellers must reference the law of the individual state. Sellers must ensure they are allowed to sell any posted items online per the laws of the individual state.
- Allowed services: Delivery, wholesale, mail order, and home pick-up options differ by state.
- Allowed Foods: Some states may allow breads, candies, preserves, jerkies, low-acid canned foods, fermented foods, juices, etc. Outside of fresh produce, Bunny only allows hobby sellers to sell eggs, honey, and non-potentially hazardous foods (non-PHF)* to be sold on the Bunny marketplace and only if allowed in your state (see below).

- Limitations: States have certain restrictions that you must follow, e.g. not allowing pets in the home, not allowing the use of commercial kitchens, etc.
 - Sales Limits: Different states will have different annual sales limits.
 - Licensing Requirements: Different states may require home processing licenses, permits, and other fees, with some exemptions allowed specific by state
 - Labeling Requirements: Many states require a standard label on any products sold. You must reference and use your state's exact labeling conventions and specific disclaimer statements.
- Hobby Sellers are Sellers who produce small quantities of certain items themselves (not in commercial kitchens) and sell the items from their home. Hobby sellers are not official food businesses or farms. State cottage food laws apply to all hobby sellers. All hobby sellers must obtain general liability insurance with product liability if they want to sell any items on the Bunny marketplace. Some states may require the completion of food handling and other training courses, as well as the completion of home-based processor and micro-processor licenses before any items can be sold from their home.

Hobby sellers are allowed to sell the following items on the Bunny marketplace*:

- Fruits, vegetables, and other fresh produce
- Plants and seeds (except prohibited plant and seed items, see Exhibit A)
- Experiences and Events
- Home goods
- Beauty and personal care products
- Farm Supplies
- Eggs*
- Honey*
- Non-perishable, non-potentially hazardous (non-PHF) foods including breads, candies, baked goods, dry goods, pastries, and snacks*

*If allowed in their state of residence. Eggs, honey, and non-perishable, non-potentially hazardous (non-PHF) items may be sold on the Bunny marketplace by hobby sellers only if allowed in your state by applying on the Bunny marketplace and submitting any appropriate documentation. If you are a licensed home processor or micro-processor or a farm/business in your state, you can apply to sell additional items on the Bunny marketplace and display your permit or certification.

Any and all perishable, potentially-hazardous foods are not to be sold through the Bunny Services by hobby sellers. This includes fermented foods, jams/jellies, jerkies, acidified foods and canned products (pickles, salsas), condiments, prepared foods, meals, or foods containing meat or cheese. Some states restrict *any* online sales by home producers, so they are not allowed to sell any such items through the Bunny Services.

- Farms and Farmers

Farms and farmers may sell items produced on their own farm. Farms must reference state regulations including cottage food laws regarding the sale of specific regulated food items, including non-PHF, honey, eggs, dairy, meat or poultry products. See Section D above for regulations regarding the sale of specific food items.

Permits/Inspections: Farms are expected to submit their business license, active permits and inspections, which will be displayed on the Bunny marketplace. Farms are also expected to maintain and upload a certificate of a general liability insurance policy with product liability that includes Bunny as additional

insured or a blanket additional insured endorsement. This policy is uploaded on the app when creating a new store on the Bunny marketplace.

Certifications: Farms may claim certain practices, including 'Regenerative' or 'USDA- Organic.' However, many labels are federally regulated, and all claims must be true and accurate. Farms with active certifications, including USDA-Organic, may also submit this certification to display

- Small Food Businesses

Food businesses are regulated in states by Departments of Agriculture and Departments of Health. Departments of Agriculture typically regulate packaged foods. Departments of Health (VDH) typically regulate ready to eat foods and catered foods. Food businesses and restaurants are expected to comply with all state and federal laws, operate in commercial kitchens, have appropriate business licenses, and have inspection permits from the Departments of Health. Your inspector will be from a state agency charged with upholding federal (as well as any additional state laws). There may *also* be local, county or city level laws that apply.

Submit your business license, seller’s permit, and Department of Health inspection report to the Bunny storefront. Submit your general liability insurance policy with the Bunny additional insured endorsement when you create your store on the Bunny Marketplace.

J. Summary of Seller Types and Permit Requirements

<u>Seller Type</u>	<u>Food Category</u>	<u>Permit Required</u>
Business, Farm	Meat	Yes
Business, Farm	Dairy	Yes
Business, Farm	Poultry	Yes, or Exemption
Business, Farm	PHF	Yes
Business, Farm, Hobby	Eggs	Depends on Size/State
Business, Farm, Hobby	Honey	Depends on Size/State
Business, Farm, Hobby	Non-PHF	Depends on Size/State
Business, Farm, Hobby	Produce	No

5. Resources:

Both FDA and USDA manage compliance with federal regulations. All Sellers are expected to be compliant with all federal laws. Please refer to the [USDA](#) and [FDA](#) for federal regulations regarding the sale of food products. Federal food laws can be found under Code of Federal Regulations Title 21: Good Manufacturing Practices (GMPs): 21 CFR 110 Food Labeling: 21 CFR 101 Acidified Foods: 21 CFR 114. Recent amendments have been made to CFR 21 by the passing of FSMA, and the Food Safety Modernization Act.

Please also refer to your individual state’s [Department of Agriculture and Consumer Services](#) and [Department of Health](#). There may ALSO be local, county or city level laws that apply. [Departments of Agriculture](#) may regulate: Food Manufacturers, Commercial Kitchens, Home Kitchens, Food Warehouses, Supermarkets, Convenience Stores, Seafood Markets, Wineries, Breweries and Distilleries, Bakeries, and Farmer’s Markets Vendors (also overseen by local and state government). [Departments of Health](#) may regulate Restaurants, Catering Operations, Trucks and mobile units, Carts

and mobile units, Bed and Breakfasts, Delis, Convenience Store Delis, and Private Farmer's Markets. You should reference all applicable federal, state, and local laws, and consult an attorney or qualified legal expert if you have any further questions. Bunny is unable to provide Sellers legal advice, and cannot verify that all third-party resources are up to date or accurate. You are responsible for any penalties resulting from non-compliance with any of the federal or state requirements applicable and relevant to any items you post for sale.

Exhibit A- Prohibited Items

- Alcohol, Tobacco, Drugs, Paraphernalia, Medical Drugs, Devices, Supplements/Vitamins
 - Marijuana
 - Any pharmaceuticals, prescription medications, medications or controlled substances as defined by the DEA and FDA
 - Any recreational drugs or drug paraphernalia including cannabis products, Kratom, inhalants, needles, pipes
 - Cigarettes, cigars, other tobacco products
 - Products that claim or promote specific medical outcomes or claims
 - Regulated medical devices
 - Herbal drugs
 - Any psychoactive or hallucinogenic substances including natural plant substances, mushrooms
 - Steroids
 - Nutraceuticals, vitamins, homeopathic products, or dietary supplements
 - Electronic cigarettes, vaporizers, or e-cigarette components and accessories
 - Pipes or other drug paraphernalia
 - Any items presented as drug-like substances
- Folk medicines, snake oil remedies and unsubstantiated dietary supplements
- Medical equipment or devices
- Live animals, and any product which by its sale and use may cause harm, injury, or death to any live animal (e.g., traps, poisons, etc.)
- Animal parts, including skins or furs
- People, animals, remains, wildlife
- Endangered animal products, or wildlife products; items made of endangered animal or wildlife products (ivory, rhino horn, eurasian caviar, bushmeat, foie gras, endangered plants or seeds)
- Any of the following without being a currently licensed business and without appropriate federal, state, and local licenses and certifications:
 - Meat, raw or frozen meats
 - Shellfish
 - Dairy Products
 - Prepared foods, prepared meals
 - Alcoholic beverages
 - Patented seeds, trees or patented plants, nursery items
 - Homemade pickled products

- Potentially hazardous foods
- Risky Food Products
 - Raw dairy products, raw milks and cheeses, unpasteurized dairy products
 - Sprouts
 - Farm-raised or wild mushrooms
 - Any pre-cut produce, e.g. fruit cups, cut-up melons, etc
 - Broken, unclean, un-sanitized raw eggs
 - Raw juices
 - Low-acid canned foods
 - Uncooked food products containing raw eggs
 - Infant formula or baby food
 - Energy drinks, performance food or drinks
 - Any meat, dairy, or egg product not in compliance with federal and state laws regarding processing, storage, handling, sanitation and temperature control
- Food or drinks that do not comply with FDA labeling requirements
- Dangerous Items, Weapons, Firearms
 - Any weapons or firearms
 - Explosives, explosive precursors, ammunition, fireworks, other weapons
 - Poisons, toxic substances
 - Radioactive material, gases, flammable substances
 - Patterns, designs for weapons
 - Hazardous materials, including medical waste, or poisonous or flammable items
- Adult Material
 - Sexually explicit material, adult material, pornographic material
 - Intimate objects
- Recalled items; items that are a health and safety or choking hazard
- Money, gift cards, lottery tickets, or transferable securities
- Hate Items:
 - Items that promote hate or terrorist groups
 - Items containing derogatory or racial slurs
 - Items that commemorate historical hate groups
 - Items that promote, support, or glorify hatred toward people or otherwise demean people based upon: race, ethnicity, national origin, religion, gender, gender identity, disability, or sexual orientation
- Illegal or Adulterated Items:
 - Counterfeit Products
 - Adulterated Products
 - Stolen items
 - Mislabeled items or any items with misleading claims
- Any items containing medical claims
- Any other item that is prohibited for delivery without a permit or license under applicable local laws.
- Any item that is likely to be perceived as threatening, obscene, harassing, inappropriate, or otherwise in violation of any Bunny policy
- Certain Equipment, Batteries, and Tools

- Combustible or highly flammable items, including devices or products powered by these materials
- Inversion tables, nail curing lights, or tanning beds or equipment
- Lithium-ion batteries, battery components or chargers
- Electricity generators, hair dryers, extension cords, surge protectors, power strips, space heaters, electric blankets or heating pads
- Aircraft or motorized vehicles, including mission critical components
- Heavy machinery or tools and equipment containing a motor
- Exercise equipment
- Safety equipment
- Products with total battery capacity exceeding 100 Watt-hours
- Products containing formaldehyde, talc, human stem cell media, or any item on the FDA's list of Prohibited & Restricted Ingredients in Cosmetics
- Invasive body inks, permanent cosmetics, suppositories
- Chemicals and cleaning products that do not have required safety labeling
- Children's Products
 - Infant or toddler products
 - Children's sleepwear
 - Children's furniture
 - Play equipment or bounce houses
- Magnet sets
- Water-absorbing gel or polymer beads
- Pesticides, herbicides
- Products marketed to consumers with developmental disorders
- Certain harmful/regulated plants and plant materials
 - Psychoactive Plants
 - Acacia confusa
 - Acacia maidenii (Maiden's wattle)
 - Alicia anisopetala (Black ayahuasca)
 - Anadenanthera peregrina (Yopo)
 - Argyreia nervosa (Hawaiian baby woodrose)
 - Banisteriopsis caapi (Ayahuasca)
 - Diplopterys cabrerana (Chaliponga)
 - Marijuana
 - Mimosa hostilis/tenuiflora (Jurema/tepezcohuite)
 - Mitragyna speciosa (Kratom)
 - Peganum harmala (Harmine/harmaline/Syrian rue)
 - Poppy pods, unwashed seeds, and straw
 - Psychotria viridis (Chacruna leaves)
 - Salvia divinorum
 - Khat (Catha edulis)
 - Kratom (Mitragyna speciosa)
 - Hallucinogenic mushrooms, such as Psilocybin mushrooms, Amanita muscaria, fly agaric, and Amanita pantherina
 - Psychoactive cacti that produce mescaline or pelotone, such as:
 - Echinopsis lageniformis (Bolivian torch cactus)
 - Echinopsis pachanoi (San Pedro cactus)

- Echinopsis peruviana (Peruvian torch cactus)
 - Lophophora diffusa (Peyote)
 - Lophophora williamsii (Peyote)
- Hazardous Plant Materials
 - Certain nightshades, such as deadly nightshade, Datura stramonium (Jimson weed), and American black nightshade
 - Certain hellebore, including white hellebore and green hellebore
 - Jequirity beans/rosary peas
 - Pong-pong seeds
 - Mandrake
 - Mayapple
 - Wolfsbane
 - Tabernanthe iboga (Ibogaine)
 - Tonka beans (Dipteryx odorata)
 - Bloodroot (Sanguinaria Canadensis)
- Invasive Plant Species
 - Any plant species in the United States on the Federal Noxious Weed List
- Endangered Plant Species
 - Any plant species identified as endangered by the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES).
- Unidentified Plant Species
 - Any mystery, unlabeled plant not listed by its common or scientific name
- Patented Plants and Seeds
 - Any patented plants or seeds for sale without the appropriate legal license