



Harvest Route Beta Website Terms of Use

Effective Date: August 2026 · **Last Updated:** August 2026

These Terms of Use (the “**Terms**”) govern your access to and use of the Harvest Route Beta website and the Harvest Route Beta 1.0 program, including the application and registration experience (collectively, the “**Beta Website**” and the “**Beta Program**”). The Beta Website is operated by Harvest Route (“**Harvest Route**,” “**we**,” “**us**,” or “**our**”). Please read these Terms carefully. By accessing or using the Beta Website, you agree to these Terms.

1. Acceptance of Terms

By accessing, browsing, registering for, or otherwise using the Beta Website, and by submitting a Beta Program application, you acknowledge that you have read, understood, and agree to be bound by these Terms and by our [Privacy Policy](#), which is incorporated by reference. If you do not agree, do not access or use the Beta Website. During registration and Beta application, you are asked to affirmatively acknowledge these Terms and the Privacy Policy; that acknowledgment confirms your agreement.

2. Beta Program Status

Harvest Route Beta 1.0 is a **pre-release, experimental program**. You understand and agree that the Beta Website and any features made available through it:

- are provided for evaluation and testing purposes and are **not a final, production, or generally-available product**;
- may be incomplete, may contain defects, and may change, be added, or be removed at any time;
- may be modified, suspended, limited, or discontinued in whole or in part, with or without notice; and
- are **not guaranteed to be continuously available** or to preserve any particular data, configuration, or functionality.

Features described anywhere on the Beta Website that are identified as planned, future, conceptual, or under development are provided for context only and are not commitments.

3. Eligibility

The Beta Program is intended for **organizations** in regional food and agriculture — including producers/farmers, buyers/retailers, carriers/logistics providers, and institutional food-system organizations — and for the individuals who represent them. By applying or registering, you represent that: (a) you are at least

18 years of age; (b) you are applying on behalf of an organization; and (c) you have the authority to act for, and to bind, that organization to these Terms. The Beta Website is business-oriented and is not directed to children.

4. Beta Application and Selection

The Beta Program is **selective and subject to manual review**. Submitting an application does **not** guarantee acceptance. Harvest Route, in its sole discretion, may:

- review and evaluate applications and the information they contain;
- request additional information or invite applicants to an interview or discovery conversation;
- approve, decline, defer, or waitlist applicants, including where capacity is limited;
- invite applicants to current or future Beta phases; and
- determine the composition of, and participation in, each Beta cohort.

The Beta Program is currently organized into two tracks: (1) the **Harvest Route Web Application Beta** (for producers, buyers, and carriers); and (2) a **White-Label & API Use-Case Evaluation** (for institutional food-system organizations such as food hubs, farm-to-school programs, municipalities, government agencies, and regional food-system organizations). Acceptance into one track does not entitle you to another. An application, interview, or waitlist placement does not create any obligation on Harvest Route to provide access, and does not constitute an offer, contract for services, or promise of future availability, pricing, or licensing.

5. Account Registration and Security

Access to certain areas of the Beta Website requires an account. Account registration currently uses **email and password** authentication. You agree to: (a) provide accurate, current, and complete information; (b) keep your credentials confidential and not share them; (c) take reasonable measures to secure your account and any devices used to access it; and (d) notify us promptly of any unauthorized access or suspected security incident. You are responsible for activity that occurs under your account and, where you act for an organization, for your organization's use of the Beta Website. Harvest Route is not liable for loss arising from unauthorized use of your account resulting from your failure to safeguard your credentials.

ACCURATE SCOPE

Harvest Route does not currently offer sign-in with Google or Apple. If additional authentication methods are added in the future, these Terms and the Privacy Policy will be updated to describe them accurately.

6. Authorized Uses

Subject to these Terms, Harvest Route grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Beta Website for the purpose of evaluating and testing the Beta Program, using the platform's features as intended, and providing feedback. You are encouraged to use the Beta Website normally, exercise its workflows, and report issues and defects — that is the purpose of the Beta.

7. Prohibited Uses

You agree not to, and not to permit any third party to:

- access any system, account, data, or area you are not authorized to access, or attempt to circumvent authentication, authorization, or other access controls;
- conduct security testing, penetration testing, vulnerability scanning, or load/denial-of-service testing without our prior written permission (see the note below on responsible disclosure);
- misuse, share, sell, or attempt to obtain another party's credentials, or impersonate any person or organization;
- scrape, harvest, or use automated means to extract data or content except as expressly permitted;
- introduce malware, malicious code, or otherwise interfere with or disrupt the integrity, performance, or availability of the Beta Website;
- reverse engineer, decompile, or attempt to derive or extract confidential or proprietary platform logic, algorithms, matching or aggregation methodology, commercial or settlement logic, or source code, except to the extent this restriction is prohibited by applicable law;
- submit false, fraudulent, or misleading information, including in a Beta application; or
- use the Beta Website for any unlawful purpose or in violation of these Terms or applicable law.

RESPONSIBLE DISCLOSURE

Normal Beta testing and good-faith reporting of defects or security concerns are welcome and are not prohibited by this section. If you discover a potential security issue, please report it to us promptly rather than exploiting it.

8. Intellectual Property

The Beta Website and the Harvest Route platform — including the software, source code, user interface, workflows, algorithms and methodologies, designs, graphics, branding, trademarks and service marks, documentation, written content, and the underlying commercial and operational architecture — are owned by Harvest Route or its licensors and are protected by intellectual-property and other laws. Except for the limited access rights granted in Section 6, no right, title, or interest in the platform is transferred to you. You may not use the Harvest Route name, logo, or marks without our prior written permission.

Your data and content. As between you and Harvest Route, you retain ownership of the information, data, and content you or your organization submit through the Beta Website ("**Participant Content**"). You grant Harvest Route a non-exclusive, worldwide, royalty-free license to host, store, process, display, and use Participant Content as necessary to operate, administer, secure, and improve the Beta Program and platform, and as described in the Privacy Policy.

9. Beta Confidentiality and Non-Public Features

Through the Beta Program you may be given access to non-public features, prototypes, workflows, interface concepts, architecture, documentation, and other information that is not publicly available ("**Beta Materials**"). Beta Materials are confidential. You agree to use Beta Materials solely for participating in the Beta Program

and not to disclose, publish, demonstrate, or share them (including screenshots or descriptions of non-public functionality) without our prior written consent, except where the information is or becomes public through no fault of yours. This obligation does not prevent you from discussing your own Participant Content or your general experience in the Beta except as to non-public features.

COUNSEL REVIEW

Consider whether a separate, standalone Beta Non-Disclosure Agreement should be used for higher-sensitivity participants (e.g., the White-Label & API evaluation track). The confidentiality language here is intended to be reasonable and proportionate, not a substitute for a dedicated NDA where one is warranted.

10. Feedback

We welcome your comments, bug reports, feature ideas, suggestions, and workflow observations (“**Feedback**”). If you provide Feedback, you grant Harvest Route a perpetual, irrevocable, worldwide, royalty-free license to use, reproduce, and incorporate that Feedback to develop and improve Harvest Route’s products and services, without obligation or compensation to you. This does not give Harvest Route any ownership of, or license to, your unrelated pre-existing intellectual property, and you are not required to provide any Feedback.

11. Participant Content and Responsibilities

You are responsible for the information you submit through the Beta Website and represent that you have the right to submit it and that it is accurate. Do not submit information you are not authorized to share, and do not include sensitive personal information beyond what the Beta Website requests. You are responsible for maintaining your own copies of any information that is important to you; because this is a Beta, we do not guarantee retention or availability of data (Section 2).

12. Agricultural, Logistics, and Commercial Information

The Beta Website and platform provide tools to coordinate market access, aggregation, logistics, and related commercial workflows. Information made available through the Beta is provided to support your evaluation and does **not** replace your own responsibilities. You remain solely responsible for your own commercial and logistics diligence; regulatory, food-safety, and transportation compliance; product-quality verification; carrier, insurance, and licensing verification; and review of any contracts you enter with other parties. Harvest Route does not guarantee outcomes, availability of counterparties, transportation, pricing, or product quality, and is not a party to transactions between participants.

13. No Payment Authorization

The Beta Website does **not** process payments and does not currently include any live payment, billing, escrow, or fund-movement mechanism. Applying to or participating in the Beta Program does **not** authorize any charge and does not create any payment obligation. Harvest Route does not currently process payments, hold escrow, or act as a carrier or shipper of record. If payment functionality is introduced in the future, it will be governed by separate terms presented at that time.

14. Third-Party Services

The Beta Website relies on third-party infrastructure and service providers to operate — for example, our application and data-platform provider and our hosting and cloud infrastructure providers. Your use of the Beta Website may be subject to those providers' terms where applicable. Harvest Route is not responsible for the acts, omissions, or availability of third-party services outside its control. The Beta Website may also link to third-party websites; those are provided for convenience and are not endorsements.

15. Availability and Modification

We may, at any time and in our discretion, modify, update, add, suspend, restrict, or discontinue any part of the Beta Website or Beta Program, including features, cohorts, and access, with or without notice. We are not liable to you or any third party for any modification, suspension, or discontinuation of the Beta Website or any feature.

16. Suspension and Termination

We may suspend or terminate your access to the Beta Website or Beta Program at any time, with or without notice, including for actual or suspected violation of these Terms, security risk, unlawful conduct, or as part of ordinary Beta-program management (including concluding a Beta phase). You may stop using the Beta Website and withdraw from the Beta Program at any time by contacting us. Sections that by their nature should survive termination — including intellectual property, confidentiality, feedback, disclaimers, limitation of liability, and governing law — survive.

17. Disclaimer of Warranties

THE BETA WEBSITE AND BETA PROGRAM ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Because this is a pre-release Beta, we do not warrant that it will be uninterrupted, timely, secure, error-free, or that data will be preserved. You use the Beta Website at your own discretion and risk. Some jurisdictions do not allow certain warranty exclusions, so some of the above may not apply to you.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HARVEST ROUTE AND ITS OFFICERS, MEMBERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS, ARISING OUT OF OR RELATING TO YOUR USE OF (OR INABILITY TO USE) THE BETA WEBSITE OR BETA PROGRAM, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE BETA WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (US\$100). Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

19. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless Harvest Route and its officers, members, employees, and agents from and against third-party claims, damages, liabilities, and reasonable expenses arising out of your misuse of the Beta Website, your violation of these Terms, or your violation of applicable law or the rights of a third party.

COUNSEL REVIEW

The scope of indemnification appropriate for a no-fee, invitation-based Beta should be confirmed by counsel; a narrower mutual approach may be preferable for early participants.

20. Governing Law

These Terms are governed by the laws of the **State of Georgia**, United States, without regard to its conflict-of-laws rules. Subject to counsel confirmation of venue, the state and federal courts located in Georgia will have jurisdiction over disputes arising out of or relating to these Terms, and you consent to their jurisdiction.

COUNSEL REVIEW

Governing law, venue, and any dispute-resolution mechanism (including whether to include arbitration or a class-action waiver) should be confirmed by counsel and aligned with the final Harvest Route legal entity and its state of organization.

21. Changes to These Terms

We may update these Terms from time to time. When we do, we will revise the “Last Updated” date above and, where appropriate for material changes, provide additional notice through the Beta Website or by contacting you. Your continued use of the Beta Website after an update becomes effective constitutes acceptance of the updated Terms.

22. Contact

Questions about these Terms may be directed to Harvest Route at hello@harvest-route.com.

LEGAL ENTITY — COUNSEL/BUSINESS CONFIRMATION

This document uses the name “Harvest Route.” The public contracting legal entity (e.g., whether an LLC has been formed and its state of organization) and the official business contact address and email should be confirmed by the company and counsel before publication. Do not publish with an unverified entity name or address.