

Vendepot Operator Agreement

Version 2026-10-09. Effective October 9, 2026. This agreement governs how independent vending operators receive and pay for business requests from Vendepot.

1. Parties and purpose

This Operator Agreement (the "Agreement") is between SEV Services, LLC, a Georgia limited liability company doing business as Vendepot ("Vendepot," "we," "us"), and the vending operator that accepts it ("Operator," "you").

Vendepot runs vendepot.com, where businesses and properties request vending, micro-market, and related services. Vendepot does not install, own, stock, or service equipment. Under this Agreement, Vendepot introduces those businesses to approved operators, and operators pay Vendepot for the introductions they choose to accept.

This Agreement works alongside Vendepot's Terms of Service and Privacy Policy. If they conflict on a matter covered here, this Agreement controls for Operators.

2. Definitions

- **Business:** a company, property, or organization that submits a request for vending service through Vendepot.
- **Request:** one Business's submission, including any location profile it completes.
- **Summary:** a description of a Request sent before purchase. It includes details such as facility type, city and ZIP code, approximate headcount, schedule, and equipment wanted, and excludes the Business's name, contact person, email, phone number, and street address.
- **Offer:** an email from Vendepot presenting a Summary with a price and a link to buy (or, for an Introductory Request, to claim).
- **Exclusive Request:** a Request sold to one operator only.
- **Shared Request:** a Request that Vendepot designates, in its Offer, for sale to up to three operators so the Business can compare proposals.
- **Introductory Request:** the first Request offered to a newly approved Operator at no charge.
- **Purchased Request:** a Request you have bought or claimed. You then receive the Business's full contact details.
- **Service Area:** the base ZIP code and service radius in your operator profile, subject to the maximum radius Vendepot applies.

3. Joining and staying approved

You receive Offers only while your operator profile is approved. Vendepot approves, declines, or suspends operators under this Section and Section 8.

Established operators only. By accepting this Agreement, you represent and warrant that:

1. You are an independently established business that, before receiving any Offer, already owns or leases, and directly operates, places, stocks, and services vending or micro-market equipment at customer locations. You may use your own employees or contractors for route service, provided you remain directly responsible for it.
2. You are not accepting this Agreement or buying any Request to start a business or a new line of business.
3. Joining Vendepot costs nothing. There is no initial fee, membership, subscription, required equipment or product purchase, or minimum number of Requests you must buy. Each purchase is optional and separate.
4. Vendepot does not sell or lease equipment, routes, a business format, training, financing, or a marketing program, and does not license its name to you.
5. Vendepot has made no earnings claims, revenue or profit projections, or guarantees about any Request or location, and you are not relying on any.

Locators, machine resellers, route sellers, and business-opportunity sellers are not eligible.

Proof of operation. Before approval, Vendepot may ask for evidence that you are an established operator, such as your legal entity name, EIN or W-9, website, current customer references, and the number of machines and locations you service. Vendepot may check references and public reviews before approving you or at any time after.

Licenses. Hold the business licenses, permits, and food-handling approvals your locations require.

Insurance. Maintain the following insurance, and confirm when you join that you carry it:

- commercial general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, including products-completed operations and contractual liability;
- business auto liability of at least \$1,000,000 combined single limit covering owned, hired, and non-owned vehicles used on routes;
- workers' compensation as required by law, with employer's liability of at least \$500,000.

The general liability and auto policies must name "SEV Services, LLC d/b/a Vendepot" as an additional insured for claims arising from your operations, on a primary and non-contributory basis where available, with a waiver of subrogation in Vendepot's favor where available. Give Vendepot at least 30 days' notice before cancellation, non-renewal, or a material reduction in coverage. Within five business days of a request from Vendepot, provide a current certificate of insurance showing this coverage. A certificate does not change your actual coverage. Vendepot may pause Offers if you do not provide a requested certificate or your coverage lapses.

Accurate profile. Keep your profile accurate (service area, equipment types, minimum location size, contact details, and references) and tell Vendepot promptly when any of these change.

4. How requests are offered

1. **Matching.** When a Request is ready, Vendepot may send an Offer to approved operators whose Service Area covers the Business's location and whose equipment fits what the Business asked for. You are not guaranteed any number of Offers.
2. **Summary first.** Each Offer contains a Summary only. The Business's identity and contact details are released only for a Purchased Request.
3. **Exclusive Requests.** The first operator to complete payment buys the Request, and the other Offers for it close. If you pay after it has sold, you receive no contact details and Vendepot automatically refunds your payment in full to the original card. When the refund appears depends on your card issuer.
4. **Shared Requests.** When an Offer says a Request is shared, up to three operators may each buy it at the price shown until all slots are filled. The Business is told that more than one operator may contact it.
5. **Introductory Request.** After approval, Vendepot may offer you one Request free. Claim it within the time stated in the Offer, measured from when Vendepot sends it (12 hours). If you don't, it may go to another operator. Claiming it never obligates you to buy anything.
6. **Paid Offers are opt-in.** You receive Offers for paid Requests only if you choose to, by opting in when you join or at any later time. You may opt out at any time.
7. **Expiry and price reductions.** Each Offer states its price and when it expires, with time zone. If an Exclusive Request is not bought, Vendepot may lower its price and send a new Offer, which replaces the earlier one. A price you paid is never adjusted because a later Offer was lower.
8. **Vendepot's discretion.** Vendepot decides which Requests to offer, to whom, at what price, and when, and may withdraw an Offer that has not been paid for at any time.

5. Fees and payment

- **Price per Request.** The fee for each Request is the price stated in its Offer. Vendepot sets prices based on factors such as the location's size, type, and the detail the Business provided, and may change its pricing for future Offers at any time.
- **Payment and delivery.** You pay by card at checkout through Vendepot's payment processor (currently Stripe). A Request is yours only after payment completes. Delivery is complete when Vendepot sends you the Business's contact details. Vendepot does not store your card details.
- **Introduction only.** The fee is for the introduction. Vendepot receives no share of your equipment, product sales, commissions, or any agreement you make with the Business, and it charges Businesses nothing.

- **No guarantee of business.** The fee is earned on delivery, whether or not the Business signs with you. Fees are non-refundable except under Sections 4.3 and 6.
- **Disputes and chargebacks.** Before disputing a charge with your card issuer, first submit a claim under Section 6, unless card-network rules or law require otherwise. A chargeback is not a substitute for that process. Provide the information Vendepot reasonably asks for to resolve a payment dispute, and do not start a chargeback after accepting a refund, credit, or other agreed resolution. Vendepot may contest a chargeback using this Agreement, your acceptance record, the Offer, and the delivery record. Vendepot may suspend Offers while a chargeback is open and may set off amounts you owe against credits due to you.
- **Taxes.** Prices exclude any applicable sales, use, or similar taxes. Where Vendepot is required to collect a tax, it will show it at checkout.

6. Replacing bad requests

What Vendepot promises. Vendepot represents that each Request came from a submission through its site and that it did not knowingly change any material information in it. It does not promise the outcome. A Purchased Request qualifies for a remedy when it is bad data:

- **Unreachable.** The phone number is disconnected or not in service and the email bounces as undeliverable, or the contact did not respond to at least three attempts (at least one call and one email, on different days) over five business days after delivery.
- **Not genuine.** The Business did not submit the Request, or it is a test, a joke, or spam.
- **Duplicate.** You already serve the same location under a current contract, or bought the same location from Vendepot in the prior 12 months.
- **Wrong place.** The location is outside your Service Area as it stood when the Offer was sent.
- **Materially wrong.** The facility type is wrong, or the headcount stated in the Summary is off by more than 50%, for example a 300-person site that turns out to be a 10-person office.

Not covered: the Business chose another provider or decided not to proceed, its terms didn't suit you, or it stopped responding after first contact.

How to claim. Email info@vendepot.com within seven days after delivery, with the Request date, the reason, and evidence such as call logs and emails. Vendepot will decide within five business days and may confirm details with the Business without identifying you unless needed to investigate.

Remedy. For an approved claim, Vendepot will, at its choice, refund the fee to the original card or issue a credit equal to the fee. A credit applies toward any future Request, does not expire for 12 months, and has no cash value.

7. Operator obligations

Response and conduct. Contact each Business from a Purchased Request within one business day, unless the Business asks for another time. Deal with it honestly and professionally, and give it accurate

information about your equipment, products, pricing, commissions, and service. How you price, equip, and serve the location is your decision.

Use of Vendepot's name. Do not say or imply that you are Vendepot, employed by it, its exclusive partner, or endorsed by it beyond being an approved operator, and do not use the Vendepot name or logo in your marketing without written permission.

Use of request information. You receive a Business's contact details and request ("Request Information") as an independent business, and may use them only to evaluate, propose, and provide your own vending services to that Business. Do not sell, share, rent, give, scrape, enrich, or profile Request Information, or use it for unrelated marketing.

Non-circumvention. For 12 months after receiving a Summary, do not knowingly use non-public information from it, or information reasonably derived from it, to identify, solicit, or contract with that Business except by buying the Request through Vendepot. This does not apply to information you can document you already knew, obtained independently from another source, or that became public without your breach. It also does not stop you from serving a Business that contacts you on its own without your use of that information, provided you tell Vendepot promptly in writing and keep reasonable records. If you breach this paragraph, Vendepot may seek its actual damages and equitable relief.

Calls, texts, and email. Contact Businesses only by individually placed, manually dialed calls and individually written emails or texts. Do not use an autodialer, artificial or prerecorded voice, automated or bulk texting, or a mass email system on Request Information unless you have obtained any consent the law requires. Vendepot does not represent that a Request includes consent to automated calls or texts. Comply with the Telephone Consumer Protection Act, CAN-SPAM, the Telemarketing Sales Rule, and state telemarketing and privacy laws, and stop contacting any Business that asks you to.

Privacy and data security. Comply with privacy laws that apply to Request Information, including the California Consumer Privacy Act where it applies; California business contacts can be protected personal information. Keep Request Information secure with reasonable administrative, technical, and physical safeguards, limit access to people who need it, and delete it when the Business asks unless you need it for an active service relationship. Tell Vendepot within 72 hours of discovering any unauthorized access to, use, or loss of Request Information, and cooperate with Vendepot on privacy requests, security incidents, and regulator inquiries.

Confidentiality. Treat Vendepot's non-public information, including its pricing, pricing methods, Offer volumes, and communications with you, as confidential, and do not share it with third parties. Vendepot will treat your non-public business information, such as your references, insurance documents, and purchase history, as confidential, except as needed to run the service, to investigate a claim, or as required by law.

Compliance. Comply with all laws that apply to your equipment, products, and operations, including food-safety, labeling, accessibility, and sales-tax rules.

8. Relationship, term and termination

- **Independent businesses.** You and Vendepot are independent contractors. Nothing here creates a partnership, franchise, joint venture, agency, or employment relationship. Vendepot does not control how you run your business, and you are solely responsible for your equipment, products, staff, vehicles, and services. Vendepot is not a party to any agreement between you and a Business.
- **Not exclusive.** You may get customers from any other source. Vendepot may approve and send Offers to other operators in your area.
- **Term.** This Agreement starts when you accept it and continues until either party ends it.
- **You may end it** at any time by emailing info@vendepot.com.
- **Vendepot may suspend you immediately** for suspected fraud, a safety or legal risk, misuse of Request Information, a chargeback in breach of Section 5, lapsed insurance, or failure to provide a requested certificate of insurance.
- **For other breaches,** Vendepot will tell you what is wrong and give you 10 days to fix it where practical before ending your participation. Vendepot may also end this Agreement for any reason on 30 days' notice.
- **After it ends.** Purchased Requests remain yours, and fees paid are not refunded except under Section 6. Unused credits are refunded only if Vendepot ends the Agreement without cause. These continue to apply: Section 5 (amounts owed), Section 6 (claims already made), Section 7 (use of request information, non-circumvention, calls and data, confidentiality), Section 8, and Section 9.

9. Disclaimers, liability and general terms

- **Requests as provided.** Requests reflect what Businesses submit. Apart from Section 6, Vendepot does not guarantee their accuracy, that a Business will sign with you, or any level of revenue.
- **Limit of liability.** Except for liability that cannot lawfully be limited, Vendepot is not liable for indirect, incidental, special, consequential, or lost-profit damages. Its liability for any one Purchased Request is limited to what you paid for that Request, and its total liability under this Agreement will not exceed the greater of \$1,000 or the fees you paid in the prior 12 months. These limits do not reduce your payment obligations.
- **Indemnity.** You will defend, indemnify, and hold harmless Vendepot and its members, managers, and personnel against third-party claims, losses, penalties, and reasonable attorneys' fees arising from your services, equipment, vehicles, products, staff, calls, texts, and emails, handling of Request Information, violation of law, or breach of this Agreement, including claims of injury, property damage, or illness. Your indemnity is not limited by the liability limits above.
- **Changes.** Vendepot may change its prices for future Offers at any time; the price in each Offer is your notice. For other changes, Vendepot will email you or post the new version at least 14 days before it takes effect. A material change, such as to fees structure, liability, dispute resolution, or non-circumvention, takes effect for you only when you accept it, for example by checking a box before your next purchase.

- **Disputes.** Any dispute arising out of or relating to this Agreement will be brought in the state or federal courts located in Fulton County, Georgia, and both parties consent to the jurisdiction of and venue in those courts.
- **Governing law.** Georgia law governs this Agreement, without regard to conflict-of-laws rules.
- **Force majeure.** Neither party is liable for delays or failures caused by events beyond its reasonable control, including outages of email, payment, hosting, or telecommunications providers, except for payment obligations.
- **Electronic communications.** You agree that this Agreement, Offers, receipts, notices, and other communications may be provided electronically, and that they satisfy any legal requirement for a writing.
- **Notices.** Vendepot sends notices to the email in your profile. You send notices to info@vendepot.com or SEV Services, LLC, 5725 Stables Way, Unit 303, Alpharetta, GA 30004.
- **Acceptance.** You accept this Agreement by checking an unchecked box stating that you have read and agree to it, the Terms of Service, and the Privacy Policy, each linked beside the box, when you submit your operator profile and before your first claim or purchase. The person accepting represents that they are authorized to bind the Operator. Each checkout also states that payment is subject to this Agreement; a purchase confirms, but does not replace, your acceptance. Vendepot keeps a record of the version you accepted, the date and time, your account, and your IP address, and emails you a copy.
- **Assignment.** You may not assign this Agreement without Vendepot's written consent. Vendepot may assign it in connection with a merger, acquisition, reorganization, or sale of its business or assets.
- **General.** This Agreement, with the Terms of Service and Privacy Policy in the versions linked at acceptance, is the entire agreement on its subject; for Operators, this Agreement controls where they conflict. If a provision is unenforceable, the rest stays in effect. A failure to enforce a provision is not a waiver. There are no third-party beneficiaries.