donateNYC User Agreement

USING THE DONATENYC WEBSITE CONSTITUTES ACCEPTANCE OF THIS USER AGREEMENT.

donateNYC strives to provide the best possible customer service and quality assurance to all users. This agreement outlines the terms and conditions under which a registered entity may use the donateNYC website and services. Please read it carefully. Not accepting these terms and conditions will result in the rejection of your application. Not adhering to these terms and conditions after acceptance will result in a revocation of your site privileges.

donateNYC reserves the right to update and revise these terms and conditions at any time. All changes will be illustrated here. Users will not be notified of updates unless deemed necessary. Please visit this page periodically to review.

1. **Terms of Use & Privacy Policy**

   donateNYC is covered under New York City's Terms of Use and Privacy Policy. By agreeing to the following, you confirm that you have read both the City's Terms of Service and Privacy Policy and that you understand that this agreement does not supersede, but is in addition to those terms and policies.

2. **Service Provider & System Administrator Terms**

   2.1. **Service Provider**

   The donateNYC program is funded by the NYC Department of Sanitation (DSNY). It is a public service provided for the residents, nonprofits, and businesses in New York City. This program provides three separate platforms: the Directory, an online venue for residents to find local entities (vendors) where they can donate and find second hand goods; the Exchange, a board for local businesses and nonprofits to list large quantities of goods needed or available for donation; and donateFood, a portal for local businesses and nonprofits to list and find edible food.

   donateNYC is strictly a referral service. donateNYC does not inspect, transport, or store any materials listed on its platforms, nor is it involved in the actual transaction of items on its platforms. donateNYC therefore has no control over the quality, safety, or legality of the items listed or procured through its systems, nor does donateNYC control the full accuracy of information in listings, or the

ability of registered users to give or receive items pertaining to any listing posted. donateNYC cannot and does not ensure, warranty, or guarantee that any user will fully complete a donation transaction. The responsibility for the completion of any transaction lies solely with users who connect through the system and participate in the transaction, and not with donateNYC or with DSNY. Neither donateNYC nor DSNY vouch for, promote, or sponsor any of the entities using any portion of this system.

donateNYC is not responsible for any damages that users may incur as a result of the use of donateNYC. Please see Section 7, below, for more details.

2.2. System Administrator Terms

donateNYC is operated by a team of System Administrators who are chiefly responsible for monitoring the system to ensure the continuity and efficiency of operations. This includes collection of data for the purposes of:

o   Establishing as well as possible the accuracy of information listed on donateNYC's system for optimal customer service;
o   Assisting with communications among users where necessary; and
o   Promoting the social, economic, and environmental benefits of local material donations and reuse;

System Administrators are also responsible for ensuring that donateNYC is utilized in a responsible manner that does not promote harmful, offensive, or illegal activity by monitoring user activity and messaging on a daily basis.

donateNYC therefore requires its System Administrators to implement the above goals by enforcing adherence to all parts of this User Agreement by all users of donateNYC.

donateNYC provides System Administrators with the ability to deny any user registration request, or to suspend or deactivate any user accounts as they see fit for failure to adhere to any and all of the policies and procedures described in this User Agreement.

NOTE: Due to the high-volume needs of users, it may take up to 72 hours for System Administrators to approve or decline accounts on the Exchange, Directory, and donateFood, and donation listings on the Exchange. donateFood listings not approved by System Administrators will automatically go live after 30 minutes but may be removed by System Administrators at a later time if deemed to be in violation of this User Agreement upon review.

3. User Conditions

All entities applying to be listed publicly on the donateNYC Directory, and/or to be a user of donateFood, and/or or to be a user of the Exchange, are required to:

o   Complete the appropriate online application
o   Agree and adhere to the terms and conditions of this User Agreement
o   Confirm and continue to meet User Eligibility Requirements [3.1]
o   Adhere to the Information Verification process [3.3]

3.1 User Eligibility Requirements

Account creation on the Directory, Exchange, and donateFood is intended for businesses, nonprofits, schools, government agencies, and other organizations; individual residents attempting to create accounts on the Directory, Exchange, or donateFood will not be approved.

By agreeing to these terms you are confirming that you meet the basic user Eligibility Requirements. In order to be listed on or to utilize any donateNYC platforms, all users must meet certain criteria to ensure the most accurate information and quality of customer service.

Eligibility is contingent upon entities complying with the following requirements:

3.1.1 Provision of Correct Information

Entities deemed "eligible" for all services must agree to provide consistent and accurate information that is:

o   Not false, inaccurate, or misleading;
o   Not fraudulent or involving the sale of counterfeit or stolen items;
o   Not infringing on any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy;
o   Not violating any law, statute, ordinance, or regulation (including without limitation those governing export control, food safety, consumer protection, unfair competition, antidiscrimination, or false advertising);
o   Not defamatory, trade libelous, unlawfully threatening, or unlawfully harassing;
o   Not obscene or containing any form of pornography or content otherwise adult in nature or harmful to minors;
o   Not containing any viruses, Trojan horses, worms, time bombs, cancel bots, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information;
o   Not creating liability for donateNYC or DSNY in any way; and

o   Not linking directly or indirectly to, or including descriptions of goods, services, agencies, or business that are: prohibited under this agreement; attempting to sell or are identical to other items for sale on another site/venue; or not already posted on this site.

3.1.2   Confirmation of Local Physical Operation

To register for the Directory, Exchange, or donateFood, the address of an associated physical operation (e.g., storefront, reception center, office, or regularly recurring donation drive) must be provided and must be verifiable. Verification of physical location may consist of site visits, evaluation of regular customer feedback, online street views, or other documentable evidence.

The address provided for a Directory account must be accessible to the general public for the drop-off and pick-up of donated goods, must provide correct hours of operation, and must be located within the five boroughs of New York City.

The address provided for an Exchange or donateFood account does not have to be accessible to the general public but must be located within the five boroughs of New York City or in the counties contiguous to New York City (Nassau, Suffolk, Westchester, Bergen, Essex, Hudson, Middlesex, Monmouth, Union).

Branches of organizations that are not located within the geographical areas specified above may not be used to create accounts on the Directory, Exchange, or donateFood.

Personal residential addresses may not be used to create accounts on the Directory, Exchange, or donateFood. All addresses provided for donateNYC user accounts must be organizational addresses registered to businesses, nonprofits, schools, government agencies, or other legal entities.

3.1.3   Confirmation of Legal Status

Most local businesses, nonprofits, schools, government agencies, and other legal entities are eligible to use donateNYC. Due to donateNYC's mission and local and state laws/regulations, entities excluded from using donateNYC's services to sell, donate, or accept donations of materials pertaining to their business operations include: automobile dealerships, scrap metal salvagers, commercial recycling companies, pawn shops,

firearm dealers, and for-profit vendors that deal in ANY of the items listed in the Prohibited Products section [4.2].

For entities that accept, donate, or in the case of some Directory vendors, sell, any of the items listed on the Approved Products section [4.1], confirmation of legal status may be required. The purpose of confirming legal status is to assist and respect the "donor intent" of anyone using any of donateNYC's services. Documentation that may be requested includes:

a. Certification of Nonprofit 501(c)(3) status

Any entity registering for the Directory, Exchange, or donateFood as a nonprofit organization must be able and willing to provide donors with tax receipts for donations received. Before account approval, verification of current legal 501(c)3 status will be required by System Administrators via the provision of a tax ID number and, if necessary, a copy of the most recently filed IRS-990 form.

Entities successfully registered as nonprofit organizations should be aware that at the close of each confirmed successful donation on the Exchange or donateFood in which the recipient is a nonprofit, a donation receipt letter will automatically be generated by the system using the supplied tax ID number of the recipient.

b. NYC Secondhand Dealer General License

For-profit businesses selling second-hand goods may apply to be listed on the Directory. However, if the prospective Directory vendor is currently conducting a for-profit business (e.g., sole proprietorship, general partnership, LLC) that accepts second-hand goods or purchases second-hand goods with store credit from the general public, it must be able to produce a copy of its [Secondhand Dealer General License](). Nonprofit organizations are exempt from the Secondhand Dealer General license requirement.

NOTE: Producing a Secondhand Dealer General License but dealing in ANY of the items listed in the Prohibited Products section [4.2] will result in immediate disqualification of the pending registration.

c. NYC Business Certificate and NYS Tax Vendor ID

For-profit businesses dealing in secondhand materials that do not possess a Secondhand Dealer General License will not be listed on the Directory. However, local businesses can post offers of items available for donation on the Exchange.

In order to accept donations of goods on the Exchange, for-profit businesses must be able, if requested, to verify their business status by producing their NYC Business Certificate, tax ID number, and verification of an associated physical operation [3.1.2], and must have the consent and agreement of the donating party.

3.2 Additional Eligibility Requirements for Directory Vendors

Approved vendors registered for the donateNYC Directory are required to adhere to all previously stated requirements and policies for utilizing the system. In addition, because vendors listed on the Directory have publicly visible profiles, they must adhere to additional requirements. These include the following:

- o Vendors listed as accepting donations (under the "Give" search term) must be verified 501(c)3 non-profit entities that can provide tax receipts for donations. For-profit businesses handling secondhand items can only be listed on the Directory as distributing items (under the "Find" search term).
- o A public e-mail address and a public phone number must be provided for each Directory account; public contact information provided may not include a personal e-mail address or personal cell phone number.
- o All information about hours of operation, location, contact information, and items accepted and/or distributed must be kept up-to-date on the public Directory vendor page.

All Directory vendors also have access to the donateNYC Exchange and are required to follow the guidelines for use in Section 4.4.1, below above.

3.3 Information Verification

donateNYC reserves the right to verify or request verification at any time regarding any of the eligibility requirements listed above. Failure to verify or respond to a request for verification will result in either a denial of the user/vendor application or a deactivation of the existing user account.

4. Product and Listing Policies

donateNYC works to ensure that all users of its system comply with all applicable local, state, and federal laws, rules, and regulations. This extends to the products posted or mentioned on any part of the site.

4.1 Approved Products

Below is the list of currently approved item categories that Directory vendors may list their entities as accepting, distributing, or selling, or that Exchange users may list available or wanted donation listings of (donateFood vendors may only list available or wanted listings of edible food/drink items).

- Appliances
- Arts/Crafts
- Automotive
- Baby Care
- Books/Media
- Building Products
- Camping/Outdoor Equipment
- Cleaning Products
- Clothing/Personal Accessories
- Electronics
- Food/Beverage (non-tobacco and non-alcohol)
- Footwear
- Healthcare
- Household Furniture/Furnishings
- Kitchen Items
- Lawn/Garden Supplies
- Musical Instruments
- Office Furniture/Furnishings
- Office Supplies/Stationary
- Personal Care/Hygiene
- Pet Care/Food
- Sports Equipment
- Storage/Haulage Containers
- Tools/Equipment
- Toys/Games

To discuss the acceptability of any item categories not included in this list that a Directory vendor may want to include in their public listing or that an Exchange or donateFood user may want to post an available or wanted donation listing of, users must secure approval from System Administrators, who can be reached at donate@dsny.nyc.gov.

4.2 Prohibited Products

donateNYC has set policies regarding prohibited items, regardless of the overall legality of items. donateNYC users are ultimately responsible for making sure that donating or receiving specific item(s) is legal within the City and State of New York.

In the event that users come across prohibited items on the Exchange or visit a Directory location that is conducting illegal activity or trafficking illegal materials, users are asked to inform the System Administrators and, if necessary, the local police department.

donateNYC reserves the right to refer any potentially illegal activity connected to or noted in the system to the appropriate legal authority for prosecution. donateNYC is committed to assisting the police and prosecutor in any investigation into illegal activity that may have occurred on or in connection to the donateNYC site (including, but not limited to, prosecution for computer trespass). In addition, System Administrators may, at their discretion, temporarily or permanently bar a user from accessing the website if the user has listed an item that is deemed harmful, offensive, or illegal.

donateNYC System Administrators reserve the right to redirect advertisers to more appropriate sources when necessary.

Directory vendors and users of the Exchange and donateFood are barred from listing any item on a donateNYC platform that could cause any possible violation of local laws, statutes, ordinances, or regulations, or any item that furthers the trafficking of products including but not limited to the following products:

- Advertisements
- Alcohol
- Batteries
- Catalogs, Contracts, and Tickets
- Counterfeit Items
- Credit Cards
- Drugs and Drug Paraphernalia
- Embargoed Goods
- Faces, Names, and Signatures
- Firearms
- Fireworks
- Freon
- Fraudulent Items
- Government IDs and Licenses
- Hazardous Materials and Chemicals
- Historical Artifacts
- Household Recyclables
- Human Parts
- Illegal goods
- Live animals
- Deceased animals not processed in a USDA-inspected facility

- Lock Picking Devices or Burglary Tools
- Lottery Tickets
- Mailing Lists
- Offensive material, including adult items, products containing coarse language, or pornography of any kind
- Police-Related Items
- Postage Meters
- Prescription Drugs and Devices
- Promotional Items
- Real Estate, including timeshares, rentals, homes, condos, commercial properties, etc.
- Recalled Items
- Spamming (e-mail, key word, etc.)
- Stolen Items
- Stocks and Other Securities
- Stolen Property
- Surveillance Equipment
- Tobacco Products
- Trademarked Items
- TV Descramblers
- Weapons and Knives

This list is a sample of prohibited items and is not intended to be exhaustive.

Any questions regarding acceptable and prohibited item categories must be submitted to System Administrators at donate@dsny.nyc.gov.

4.3 Fees

donateNYC is a free service and not a marketplace venue. Users of the Exchange and donateFood are prohibited from requesting payment for any donations offered or accepted through the donateNYC site or for any services or logistical elements related to finalizing a donation made via the Exchange or donateFood. Exchange and donateFood users are responsible for all costs relating to shipping, transportation, and labor of donations exchanged on donateNYC platforms. All negotiation of logistics is between the respective donor and recipient. At no time shall donateNYC be responsible for any costs incurred by users of donateNYC.

4.4 Specific Listing Policies and Donation Protocol for Exchange Users

All approved users of the donateNYC Exchange are required to adhere to any and all requirements and policies for utilizing the system as included in this User Agreement. In addition, putting donation listings on the Exchange and participation in donation transactions on the Exchange requires adherence to additional requirements.

4.4.1 Exchange Listing Policies & Requirements

donateNYC's policies require that every Exchange listing provide an informative title, accurate text description, and good quality photograph describing the item(s) available or wanted for donation. donateNYC System Administrators have the authority to edit listing titles and descriptions for uniformity and to insert stock photos if a suitable photograph of the item is not provided.

All items must be listed under an Approved Product category [4.1]. Listings may not promote identical items in more than one listing on the Exchange at any one time.

donateNYC is not a sales marketplace; therefore, no item may be listed for a price.

In addition:

o   All items listed must be in good/usable, working condition. *Materials cannot be broken, in need of repair, or missing any parts.*
o   No household recyclables, waste/trash, or scrap/salvage may be posted as an available or requested donation.
o   All listings must match descriptions provided. *If items are not true to listing descriptions, System Administrators have the authority to remove the listing and any future listings from that user.*
o   Listings cannot request or offer services or non-material goods.

donateNYC's exchange also prohibits the listing of a wide variety of items that might be deemed harmful, offensive, or illegal [4.2].

4.4.2 Exchange Donation Protocol

Exchange users must provide the most accurate and truthful information regarding materials available for donation and related transportation capabilities. Users must also be responsive to other users with the goal of finalizing donations expeditiously and with clear communication. System Administrators may temporarily or permanently bar a user from accessing donateNYC if the user does not use the Exchange in a respectful and productive manner.

- Users should remove Exchange listings when they are no longer valid and must report all successful donations, providing the most accurate information regarding the donor, recipient, quantity of items, and date of transaction. This feedback is absolutely critical to maintain the Exchange.
- Users should attempt to respond to all inquiries, if only to signal that the item in question has already been claimed. If complaints are received that a user is not responding to inquiries and the problem is not resolved in a timely manner, that user's listing(s) may be removed as expired.
- Users interested in responding to a listing should not submit multiple inquiries for one listing. If complaints are received that a user is inundating other users with messages, System Administrators may temporarily or permanently deactivate that user's account.
- Users should not attempt to contact donors outside of the Exchange's built-in messaging system unless directly given permission and contact information by the other user.
- Users should not schedule an appointment to drop off or pick up donations if they will not be able to maintain the appointment. If complaints are received that a user has missed multiple appointments, System Administrators may temporarily or permanently deactivate that user's account.
- Although Exchange users in counties contiguous to the five boroughs of New York City may register, one participant in any donation transaction on the Exchange (either donor or recipient) *must* be based within the five boroughs of New York City.

4.5 Specific Listing Policies and Donation Protocol for donateFood Users

All approved users of donateFood are required to adhere to any and all requirements and policies for utilizing the system as included in this User Agreement. In addition, putting donation listings on donateFood and participation in donation transactions on donateFood requires adherence to additional requirements.

4.5.1 donateFood Listing Policies & Requirements

donateNYC's policies require that every donateFood listing provide an informative and accurate text description and a good quality photograph describing the item(s) available for donation. donateNYC System Administrators have the authority to edit listing descriptions for uniformity

and to request more accurate photos if the photos provided do not clearly show the food item available for donation.

All items must be listed under an appropriate food category. Listings may not promote identical items in more than one listing on donateFood at any one time.

donateNYC is not a sales marketplace; therefore, no item may be listed for a price.

In addition:

- All donateFood listings must be edible and visibly suitable for consumption.
- No inedible, unsafe, or visibly unappealing food may be listed. This includes food that contains:
  - Mold
  - Abnormal dryness or moisture
  - Ruptured, severely dented, or rusted packaging
  - Discoloration
  - Abnormal or "off" smell
  - Congealing or curdling
  - Please refer to the NYC Department of Health and Mental Hygiene's Food Safety Guidelines for more information.
- All donation listings must include a photograph of an ingredient label and/or nutrition label if one is available.
- All donations must list if they contain or come into contact with common allergens. This includes **milk, eggs, fish, crustacean shellfish (e.g. crab, lobster, shrimp), tree nuts (e.g. almonds, walnuts, pecans), peanuts, wheat, soy, and sesame.**
- Donated food must be held and stored within food safe temperatures.
- All listings must match descriptions provided. *If items are not true to listing description, System Administrators have the authority to remove the listing, and any future listings, from that user.*
- No food from residents may be listed.
- No post-consumer products may be listed.
- No controlled or illegal substances may be posted, including but not limited to alcohol and drugs. This includes food items that contain edible marijuana or THC. This also includes all prescription and non-prescription medications and drugs.
- Listings cannot request or offer services or non-material goods.

donateFood is designed for edible food that would otherwise be discarded.

4.5.2 donateFood Donation Protocol

donateFood users must provide the most accurate and truthful information regarding food available for donation and related transportation capabilities. Users must also be responsive to other users with the goal of finalizing donations expeditiously and with clear communication. System Administrators may, at their discretion, temporarily or permanently bar a user from accessing donateFood if the user violates this listing policy.

donateNYC, donateFood, and DSNY do not store, transport, examine, or maintain any liability for any food-related issues. It is the responsibility of the donor and the recipient to ensure that food listed is safe, stored and transported in a safe manner, and that all donations match the descriptions provided.

Donors must review the following safety and nutrition documents prior to posting their first donation.

o Food donors must maintain food safety standards of their donation in storage, packaging, and transit to the recipient. Upon receiving the donation, recipients should also maintain safety standards prior to food distribution.
o Food recipients are responsible for monitoring donations for food safety standards and to assure that the donation matches the donateFood listing description provided. If a recipient finds that food is not received in a suitable kitchen, they must report this to donateNYC System Administrators. For recipients who need more information on identifying safe donations, New York City provides free food safety classes for community kitchen workers.
o donateFood users should familiarize themselves with packaged food codes and dates and should list any available dates in food donation listings. donateFood users should not list or receive donations that are unsafe or of poor quality.
o All food recipients that receive funding from New York City should adhere to the City's nutrition standards when accepting a donation.
o Food donors are protected by the Bill Emerson Good Samaritan Act of 1996 and should be familiar with the details of the act.
o donateFood listings will expire if a successful donor match is not made. If food remains in good condition, donors may renew the listing.
o Once a donation match has been made, users should respond to all messages, even if only to say they are no longer interested or unable to follow up.

- o Users should not attempt to contact donors outside of donateFood's messaging system unless directly given permission and contact information from the other user.
- o Users should not attempt to contact donors outside of the Exchange's built-in messaging system unless directly given permission and contact information by the other user.
- o Users should not schedule an appointment to drop off or pick up donations if they will not be able to maintain the appointment. If complaints are received that a user has missed multiple appointments, System Administrators may temporarily or permanently deactivate that user's account.
- o One participant in any donation transaction on donateFood (either donor or recipient) *must* be based within the five boroughs of New York City.

5. Additional Conditions
5.1 Communication and Messaging

In order to provide quality assurance, all messages sent through donateNYC's messaging system are subject to review by System Administrators for training and follow-up purposes. No communication will be made available to third parties. However, in the event of potential illegal activity by users or listings that contain prohibited products [4.2], all information in user messages will be subject to New York State's Freedom of Information Law (FOIL).

5.2 Access and Interference

By reading and agreeing to this User Agreement, applicants agree that they will not use any robot, spider, other automatic device, or manual process to monitor or copy donateNYC's Web pages or the content contained therein under any condition. Using a device or software to interfere with the proper working of the donateNYC Web site is strictly prohibited and subject to prosecution. Copying, reproducing, altering, modifying, creating derivative works, or publicly displaying any content from donateNYC without the prior expressed written permission is strictly prohibited.

6. Account Suspension/Deletion

At any time, donateNYC System Administrators may immediately issue a warning, temporarily suspend, or terminate a user's privileges, or refuse to provide site services if a user has been found to:

- Breach this agreement, or any documents it incorporates by reference;
- Not provide System Administrators with sufficient verifiable information as requested;
- Cause legal liability to donateNYC or NYC Department of Sanitation; or
- Commit or be suspected of any illegal activity.

The System Administrator's decision in this regard is final and may not be appealed or reviewed.

7. **Release**

In the event that a user has a dispute with one or more users, or any dispute related to the use of donateNYC, now or in the future, all users agree unconditionally to release donateNYC, the NYC Department of Sanitation (including its officials and employees), and the City of New York (including its officials and employees) from any and all liability, claims, demands, and damages (actual, incidental, and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with the use of donateNYC.