

Terms of Service

AgriShare NYC

Effective Date: April 1, 2026

Last Updated: March 27, 2026

1. Acceptance of Terms

Welcome to AgriShare NYC. By accessing or using the AgriShare NYC mobile application (the "App"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use the App. We reserve the right to modify these Terms at any time, and such modifications will be effective immediately upon posting. Your continued use of the App following any changes constitutes acceptance of those changes.

2. Eligibility

You must be at least 18 years of age to use the App. By using the App, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms. If you are using the App on behalf of an organization, you represent that you have authority to bind that organization to these Terms.

3. Description of Service

AgriShare NYC is a community platform that enables users to share, trade, and lend resources with one another, as well as discover, engage with, contribute information regarding community gardens and agricultural production in New York City. The App provides tools for listing resources, communicating with other users, and accessing and contributing information about community gardens and farms. AgriShare NYC serves as a platform to connect users and does not itself own, sell, or trade any resources.

4. User Accounts

4.1 Registration

To access certain features of the App, you must create an account. You agree to provide accurate, current, and complete information during registration and to update such information to keep it accurate, current, and complete.

4.2 Account Security

You are responsible for safeguarding your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account. We are not liable for any loss or damage arising from your failure to protect your account.

5. User Conduct

You agree not to use the App to:

Post false, misleading, or fraudulent content or listings;

Harass, abuse, or harm other users;

Violate any applicable laws or regulations;

Infringe on the intellectual property rights of others;

Distribute spam, malware, or other harmful content;

Attempt to gain unauthorized access to the App or other users' accounts;

Use the App for any illegal purpose or to facilitate illegal transactions;

Interfere with the proper functioning of the App.

6. Resource Sharing, Trading, and Lending

6.1 User Transactions

AgriShare NYC facilitates connections between users but is not a party to any transaction between users. All arrangements for sharing, trading, or lending resources are made directly between users. You are solely responsible for evaluating the suitability of any transaction and the trustworthiness of other users.

6.2 No Guarantee

We do not guarantee the quality, safety, legality, or availability of any resources listed on the App. We do not verify listings or the identity of users. You engage in transactions at your own risk.

6.3 Disputes

Any disputes arising from transactions between users must be resolved directly between the parties involved. AgriShare NYC is not responsible for mediating or resolving such disputes, though we may choose to assist at our discretion.

7. Community Gardens

The App provides information about community gardens and farms in New York City. This information is provided for informational purposes only. We do not guarantee the accuracy, completeness, or timeliness of farm or garden information. Users who claim or submit information about community gardens are responsible for the accuracy of such information. AgriShare NYC is not affiliated with any community garden unless explicitly stated.

8. User Content

8.1 Ownership

You retain ownership of any content you submit, post, or display on or through the App ("User Content"). By submitting User Content, you grant AgriShare NYC a

non-exclusive, worldwide, royalty-free license to use, copy, modify, distribute, and display such content in connection with operating and improving the App.

8.2 Responsibility

You are solely responsible for your User Content and the consequences of posting it. You represent that you have all necessary rights to submit your User Content and that it does not violate any third party's rights.

8.3 Moderation

We reserve the right, but have no obligation, to monitor, edit, or remove User Content that we determine, in our sole discretion, violates these Terms or is otherwise objectionable.

9. Intellectual Property

The App and its original content (excluding User Content), features, and functionality are owned by AgriShare NYC and are protected by copyright, trademark, and other intellectual property laws. You may not copy, modify, distribute, sell, or lease any part of the App without our prior written consent.

10. Disclaimer of Warranties

THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AGRISHARE NYC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES RESULTING FROM YOUR USE OF THE APP OR ANY TRANSACTIONS BETWEEN USERS.

12. Indemnification

You agree to indemnify, defend, and hold harmless AgriShare NYC and its officers, directors, employees, and agents from any claims, damages, losses, liabilities, and expenses (including attorneys' fees) arising out of or related to your use of the App, your User Content, your violation of these Terms, or your violation of any rights of another.

13. Termination

We may terminate or suspend your account and access to the App at any time, without prior notice or liability, for any reason, including if you breach these Terms.

Upon termination, your right to use the App will immediately cease. All provisions of these Terms that by their nature should survive termination shall survive.

14. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions. Any legal action or proceeding arising under these Terms shall be brought exclusively in the courts located in New York, New York.

15. Contact Information

If you have any questions about these Terms, please contact us at:

AgriShare NYC

Email: agrisharenyc@proton.me