

Terms of Use

Local Food Switchboard

Effective Date: January 24, 2023

These Terms of Use (“Terms”) govern your access to and use of the Local Food Switchboard website, platform, and related services (collectively, the “Switchboard”).

The Switchboard is operated by **Maine Food Convergence Project (MFCP)**, fiscally sponsored by **Third Sector New England, Inc. (TSNE)** (“we,” “us,” or “our”).

By accessing or using the Switchboard, you agree to be bound by these Terms. If you do not agree, do not use the Switchboard.

1. Purpose of the Switchboard

The Local Food Switchboard is an information and coordination platform designed to help users discover, share, and communicate about food system resources, including producers, buyers, schools, distributors, infrastructure, and related services.

The Switchboard is not a marketplace, broker, agent, or intermediary. We do not buy, sell, transport, certify, inspect, or guarantee any goods or services. All decisions, communications, and transactions occur directly between users and outside the platform.

2. Eligibility

You must be at least 18 years old to create an account or post content on the Switchboard. By using the Switchboard, you represent that you meet this requirement and that the information you provide is accurate and truthful.

3. Access, Accounts, and Posting

3.1 Public Access

Users may browse and search publicly available information on the Switchboard without creating an account.

3.2 Accounts Required for Posting

Creating an account is required to:

- Create or manage a profile
- Post listings, availability, requests, or other content
- Send or receive messages

You are responsible for:

- Maintaining the confidentiality of your login credentials
- All activity that occurs under your account
- Keeping your account and profile information accurate and up to date

We reserve the right to suspend or terminate accounts that violate these Terms or contain false, misleading, or harmful information.

4. User Content and Submissions

The Switchboard may allow users to submit content, including profiles, listings, messages, availability updates, and other information (“User Content”).

4.1 Your Responsibilities

You are solely responsible for the User Content you submit. You agree that your content will:

- Be accurate to the best of your knowledge
- Not be false, misleading, or deceptive
- Not violate any law or regulation
- Not infringe the rights of others
- Not include harassment, hate speech, or abusive behavior

4.2 License to Use Content

You retain ownership of your User Content. By submitting it, you grant MFCP and TSNE a non-exclusive, royalty-free license to host, display, reproduce, and distribute your content solely for purposes of operating, improving, and promoting the Switchboard.

5. Data Accuracy and No Reliance

Information on the Switchboard may be user-submitted, incomplete, outdated, or inaccurate.

You acknowledge and agree that:

- We do not verify or guarantee the accuracy or completeness of information
- Listings, profiles, and availability may change without notice
- You should independently verify information before relying on it

Use of the Switchboard is at your own risk.

6. No Transactions, Guarantees, or Endorsements

The Switchboard is **not a party** to any agreement, transaction, or communication between users.

We do not:

- Set or negotiate prices
- Process payments
- Guarantee fulfillment, delivery, or quality
- Verify licenses, certifications, or regulatory compliance
- Endorse or recommend specific users, products, or services

All transactions and obligations are solely between the involved users.

7. Schools, Institutions, and Regulated Activities

The Switchboard may be used by schools, school districts, and other institutions.

Users engaging in regulated activities (including food production, processing, distribution, or institutional procurement) are solely responsible for ensuring compliance with all applicable laws, regulations, contracts, and food safety requirements. The Switchboard does not provide legal, procurement, or regulatory guidance.

8. Prohibited Uses

You agree not to:

- Use the Switchboard for unlawful purposes
 - Post false, misleading, or impersonating content
 - Harass, threaten, or abuse other users
 - Scrape, harvest, or misuse data without permission
 - Attempt to interfere with the operation, security, or integrity of the platform
-

9. Moderation and Enforcement

MFCP and TSNE reserve the right, but not the obligation, to:

- Monitor activity on the Switchboard
- Remove or edit User Content
- Suspend or terminate accounts
- Restrict access to any part of the platform

These actions may be taken at our discretion, with or without notice.

10. Intellectual Property

All Switchboard content not provided by users—including branding, design, text, maps, and software—is owned by or licensed to MFCP and TSNE and may not be copied, modified, or used without permission.

11. Disclaimer of Warranties

The Switchboard is provided **“as is” and “as available.”**

To the fullest extent permitted by law, MFCP and TSNE disclaim all warranties, express or implied, including warranties of accuracy, reliability, fitness for a particular purpose, and uninterrupted availability.

12. Limitation of Liability

To the maximum extent permitted by law, MFCP and TSNE shall not be liable for:

- Any indirect, incidental, or consequential damages
- Losses arising from user interactions or transactions
- Decisions made based on information obtained through the Switchboard

In no event shall total liability exceed **\$100**.

13. Indemnification

You agree to indemnify and hold harmless MFCP, TSNE, and their officers, employees, and agents from any claims, damages, losses, or expenses arising from:

- Your use of the Switchboard
 - Your User Content
 - Your violation of these Terms
-

14. Changes to These Terms

We may update these Terms from time to time. Continued use of the Switchboard after changes are posted constitutes acceptance of the revised Terms.

15. Governing Law

These Terms are governed by the laws of the State of Maine, without regard to conflict-of-law principles.

16. Contact Information

For questions about these Terms, please contact:

operator@localfoodswitchboard.org