



TERMS AND CONDITIONS FOR CURBSIDE CONNECT

Effective Date: May 12, 2025

1. Introduction

- Welcome to Curbside Connect (the “Service”), a texting service provided by Foodlink, Inc. (hereinafter “Foodlink”, “we,” “us,” or “our”).
- By using our Service, you agree to comply with and be bound by these Terms and Conditions. If you do not agree to these terms, please do not use the Service.

2. Service Description

- The Service allows users to send and receive text message promotions, reminders, and updates related to Foodlink’s Curbside Market. By using the Service, you agree to receive text messages from Foodlink to the mobile phone number you provided.

3. Eligibility

- To use the Service, you must be at least 18 years of age or have the consent of a parent or guardian. By using the Service, you represent that you meet this age requirement.
- To use this Service, you must provide us with a valid, US-based mobile phone number.
- We do not charge any fees for using this Service.

4. User Responsibilities

- You are responsible for providing accurate and current contact information to us.
- You agree not to use the Service for any unlawful, abusive, or harmful activities, including sending unsolicited or spam messages.
- You are responsible for all activity that occurs under your account and agree to notify us immediately of any unauthorized use.

5. Message Rates

- Standard message and data rates may apply to messages sent and received through the Service, as determined by your mobile carrier. Foodlink is not responsible for any fees charged by your carrier.

6. Opt-Out

- You may opt out of receiving text messages from us at any time by replying “STOP” to any text message you receive. You may also contact us directly at (585) 328-3380 or CurbsideConnect@FoodlinkNY.org to opt out.

7. Privacy

- We respect your privacy and are committed to protecting the Personal Information you share with us. The Personal Information we request upon opting in to this Service will be used solely for the purposes shared with you before or at the time of collection, including sending and receiving information related to our community-based programs, promotions, reminders, surveys, and updates.

8. Disclaimer of Warranties

- The Service is provided on an “as is” and “as available” basis without warranties of any kind, either express or implied.
- We cannot guarantee that the Service will be uninterrupted, secure, or error-free.

9. Limitation of Liability

- To the maximum extent permitted by law, Foodlink shall not be liable for any indirect, incidental, special, or consequential damages arising out of or related to the use or inability to use the Service.



- Our total liability for any claims relating to the Service is limited to the amount you paid to Foodlink, if any, to use the Service.

10. Indemnification

You agree to indemnify and hold Foodlink harmless from any claims, losses, liabilities, or expenses (including legal fees) arising out of your use of the Service or violation of these Terms.

11. Modifications to Terms

We may update or modify these Terms at any time. It is your responsibility to review these Terms regularly. Any changes will be effective immediately upon posting to our website at FoodlinkNY.org. Upon the effective date, you will receive a text notification with a link to the updated Terms. Your continued use of the Service after such changes constitutes your acceptance of the new Terms.

12. Governing Law

These Terms shall be governed by and construed in accordance with the laws of New York State, without regard to its conflict of laws principles.

13. Contact Us

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

Foodlink, Inc.
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2011 Mt Read Blvd
Rochester, NY 14615
Ph: (585) 328-3380
Email: CurbsideConnect@FoodlinkNY.org