

OPERATORS' TERMS & AGREEMENTS

THE FOLLOWING LANGUAGE CONSTITUTES A TERMS & CONDITIONS AGREEMENT BETWEEN THE USER (REFERRED TO AS "USER" OR "YOU") AND THE **ASSOCIATION OF CERTIFIED BIN OPERATORS LLC** (ACBO) A FLORIDA LIMITED LIABILITY COMPANY. BY BEING A MEMBER, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO BE BOUND THEREBY. IF YOU DO NOT AGREE TO THE AGREEMENT TERMS, YOUR MEMBERSHIP WILL BE DENIED OR REVOKED

1. YOU HAVE READ AND AGREED TO ACBO'S COLLECTORS CODE - OF - CONDUCT DOCUMENT.
2. YOU HAVE READ AND AGREED TO ACBO'S ONLINE PRIVACY POLICY DOCUMENT.
3. YOU HAVE READ AND AGREED TO ACBO'S PERSONAL DATA POLICY AND COOKIES DOCUMENT.
4. YOU HAVE READ AND AGREED TO ACBO'S WEBSITE AGREEMENT.
5. YOU SHALL AFFIX ABCO'S CURRENT YEAR ONLY, CERTIFIED LOCATION DECAL (CLD) TO EACH ONE OF YOUR BINS OR LOCATIONS. THERE SHALL BE A FINE OF ONE THOUSAND (\$1,000) DOLLARS IMPOSED FOR EACH BIN OR LOCATION WHOSE CLD DECAL IS OUT OF DATE.
6. YOU SHALL NOT USE OR DISPLAY ANY ABCO OR FINDABIN MATERIALS SUCH AS BUT NOT LIMITED TO; ACBO OR BINNY LOGOS OR MARKETING MATERIALS FOR ANY ONLINE OR PRINT PURPOSES IF YOU ARE NOT A CURRENT ACBO MEMBER. A TWENTY-FIVE THOUSAND (\$25,000) DOLLAR FINE IS IMPOSED IF THIS TERM IS VIOLATED.
7. FOR SO LONG AS YOU ARE A MEMBER OF ACBO, YOU AGREE TO MAINTAIN A GENERAL LIABILITY INSURANCE POLICY THAT NAMES ACBO AS AN ADDITIONAL INSURED. IF YOU FAIL TO MAINTAIN THIS INSURANCE OR THE INSURANCE IS CANCELLED FOR ANY REASON, YOUR MEMBERSHIP IN ACBO SHALL BE AUTOMATICALLY REVOKED WITHOUT REFUND AND YOU SHALL REMOVE ALL ACBO LOGOS FROM THE BINS.
8. FOR SO LONG AS YOU ARE A MEMBER OF ACBO, IF YOU SHALL FAIL TO MAINTAIN A POSITIVE BBB REPORT AND CHARITY NAVIGATOR RATING OR A POSITIVE ATTORNEY GENERAL BUSINESS SEARCH, ACBO SHALL HAVE THE RIGHT TO SUSPEND OR REVOKE YOUR MEMBERSHIP WITHOUT REFUND, AND YOU SHALL REMOVE ALL ACBO LOGOS FROM THE BINS.
9. IF ACBO CONTINUES TO RECEIVE MULTIPLE DOCUMENTED NEGATIVE REVIEWS AND OR COMPLAINTS ABOUT YOUR COMPANY OR ORGANIZATION, ACBO SHALL HAVE THE RIGHT TO SUSPEND OR REVOKE YOUR MEMBERSHIP WITHOUT REFUND.
10. IN THE EVENT, YOUR BUSINESS ADDS NEW LOCATIONS AND OR BINS YOU MUST NOTIFY ACBO AND PAY THE RESPECTIVE PER BIN COST(S) ACBO SHALL HAVE THE RIGHT TO SUSPEND OR REVOKE YOUR MEMBERSHIP WITHOUT REFUND.
11. YOU AGREE THAT IF YOU DO NOT RENEW YOUR CERTIFICATION MEMBERSHIP, YOUR LOCATIONS WILL BE REMOVED FROM THE PUBLIC FINDABIN WEBSITE.
12. YOU AGREE IF YOU PROVIDED INFORMATION THAT IS INCORRECT ACBO SHALL HAVE THE RIGHT TO SUSPEND OR REVOKE YOUR MEMBERSHIP WITHOUT REFUND.