



801A - Donor Terms of Service

Human-I-T

Donor Terms of Service

Thank you for your generosity and the opportunity to give your devices a second life. The following terms and conditions (these "**Donation Terms**") constitute a legally binding agreement made between the person or entity named as "**Donor**" in the signature block below ("**you**", "**your**", or "**Donor**") and Human-I-T, a Colorado nonprofit corporation ("**we**", "**us**", "**our**", or "**Human-I-T**"), whether made with you as an individual or on behalf of your entity, and effective as of the date last signed below (the "**Effective Date**"). These Donation Terms govern your use of Human-I-T's products and services and your donations of technology or other materials to Human-I-T. If you have executed a separate agreement with Human-I-T governing donation or provision of technology to Human-I-T, that agreement shall control in the event of a conflict with these Donation Terms.

1. **MISSION STATEMENT.** Human-I-T is dedicated to sustainable e-waste solutions where items are first sought to be refurbished and reused rather than recycled.

2. **SCOPE OF WORK.** Human-I-T is a social enterprise that creates equitable access to opportunity by providing devices, internet access, digital skills training, and tech support for communities left on the wrong side of the digital divide, while at the same time, empowering businesses and organizations to do good by diverting technology from landfills to protect our planet.

By working with Human-I-T, you are acknowledging and providing authorization to use your company name in external communications.

3. **SHIPPING AND TRANSPORTATION.** When shipping donations or other material to Human-I-T, you agree to package contents in a manner such that the contents will not move around and should be able to withstand a 4-foot drop without spilling or damaging the contents. If your donation is palletized, please make sure your containers and materials are in good condition so that the contents and packaging remain intact during transport. Risk of loss only passes to Human-I-T upon properly accepted or confirmed delivery at the specified Human-I-T location.

If arranging a donation of pallets or other large amounts of technology, you agree to contact us and work with a Human-I-T business development representative to pre-determine the amount of pallets or size of donation you will be providing so we can arrange appropriate transportation. We want to ensure your experience from pick up to drop off at our facilities is smooth. Please note that our carriers will need another authorization for additional pallets or large pickups and additional fees may apply. Transportation by subcontracted carriers is not NAD certified.

4. **ACCEPTABLE ITEMS.** You may find our current list of accepted items ("Acceptable Items") and unacceptable items on our "[Acceptable Items](#)" website page. Human-I-T may reject and return any items that are not Acceptable Items or that pose a potential danger. Human-I-T bears no risk of loss for rejected donations that are shipped back to you.

Donor shall ensure that no Devices (as defined below) or technology provided to Human-I-T will be subject to mobile device management profiles or other software, firmware, code, or hardware, which unreasonably locks a device, prevents storage media from being fully erased, or otherwise prevents Human-I-T from being able to perform its services (together, "MDM"). Human-I-T shall have no responsibility or liability to any party for any issues caused by MDM or any failure to perform services due, at least in part, to MDM.

5. **DONATION RECEIPTS.** Upon proper delivery and acceptance of donations, Human-I-T will take full ownership of such items. Within 60 days of Human-I-T's acceptance or confirmation of your donation, you will receive an itemized, tax-deductible receipt ("Donation Receipt"). Refer to our [sample Donation Receipt](#).



801A - Donor Terms of Service

5.1 Item types inventoried include, without limitation, desktops, laptops, servers, monitors, printers, smartphones, and cellphones.

5.2 Item information collected and provided on receipts includes, without limitation: make, model, serial number.

5.3 All additional item types (scrap materials and items that cannot be repurposed) will be included as a line item under "Bulk E-Waste".

5.3.1 If you choose to write Bulk E-Waste items off for tax deductions, you agree to take record of your outgoing items prior to donating. Your itemized list for non-Bulk E-Waste items will be valid for tax deductions in association with the Donation Receipt and Tax ID. In the event of an audit or IRS inquiry, your donation record will match that of Human-I-T and you will have your necessary record.

5.4 If a serial number of an item is inaccessible for any reason, Human-I-T will use commercially reasonable efforts to log the serial number of the motherboard of that device.

5.5 Hard drives are sent to our secure storage room for internal wipe immediately upon removal.

5.5.1 You will receive a serialized list of donated Hard Drives along with the applicable method of data destruction for each. If you do not want this service, please contact donate@Human-I-T.org at least 5 days prior to Human-I-T receiving your donation asking to opt-out of hard drive serial number recording.

5.6 Human-I-T will not provide any tax advice regarding your donation and Human-I-T will have no liability associated with related taxation issues.

5.7 It is your responsibility to determine the fair market value of your electronic equipment.

5.7.1 The IRS considers this value to be tax-advice, and Human-I-T is unable to provide it for this reason. Human-I-T may assign items a certain value for its own purposes, but you agree that such value will not be used for tax purposes.

5.8 For more information, please visit <https://www.irs.gov/publications/p561> as a starting point.

5.9 Any storage device that Human-I-T isn't able to confirm data removal will be deemed unusable and the storage device will be physically destroyed rendering it useless.

5.9.1 Any equipment deemed unusable will be recycled in an environmentally sound manner while meeting all applicable local country and state regulatory laws and requirements. Human-I-T is a 501(c)3 nonprofit.

6. DATA DESTRUCTION. Human-I-T will only wipe hard disk drives ("HDDs") and solid state drives ("SSDs"). Additional storage media such USBs, CDs, tape drives, etc. are NOT recorded and will be physically destroyed. USBs, SD Cards, and other small storage devices are destroyed onsite while CD's and tapes are sent downstream to be shredded at a partner facility.

Items that contain fixed internal storage like iPads, smartphones, or Chromebooks will be wiped to the NIST 800-88 standard. This wiping method is compliant with HIPAA and DoD standards. For such items, we will attempt to wipe the hard drive first, as physically destroying the hard drive would force us to destroy the entire unit. If you require physical destruction of the entire item, you must let your Human-I-T representative know in writing prior to donating such an item. A fee may apply for strict physical destruction services.



801A - Donor Terms of Service

HDDs that are physically destroyed, as well as other drives that fail our wipe process, will have their platters crushed via a physical hard drive crusher before being sent to our downstream partner for further destruction via shredding. For SSDs that are physically destroyed, we will ensure that the PCB and connection interface is damaged beyond repair, then send to our downstream vendor for further destruction via shredding.

Any items, including HDDs and SSDs, that fall outside of these standards for physical destruction will be communicated to you via email.

All physical destruction or hard drive overwriting will be completed within 60 days of fully receiving your items.

For more information on our Data Security and Sanitization Protocols, visit www.human-i-t.org/DataSecurityandSanitizationProtocols

7. **PARTNER SERVICES.** Human-I-T may subcontract out using the following partners that may assist with the handling, management, or transportation of items until media is destroyed (e.g. transporters, storage, downstream vendors). Certain portions of Human-I-T's services including those listed above (for example, without limitation, when we use subcontractors to transport donations) are not included in Human-I-T's NAID certification.

Partners include:

7.1 Outgoing Downstream Vendors

7.1.1 California

- ThinkDynamic: Non-wipeable and resell-able mobile devices and tablets
- eRecycling: Non resellable printers & devices
- eGreen Solutions: Only for UCLA Non-Data donations for dismantling
- Gold N' West: All remaining Non-UCLA Non-Data donations
- CalMicro: Only for CRT's

7.1.2 Michigan

- ThinkDynamic: Items with data
- Great Lakes Recycling (GLR): Items with no data

7.1.3 Transporters (3rd Party Logistics 3PL)

- Echo Logistics

7.2 Incoming Technology Transporters

- JKA Logistics
- UPS Freight
- Forward Air Inc.
- Daylight Transport



801A - Donor Terms of Service

- Roadrunner Transportation Services
- Dependable Highway Express
- Mountain Valley Express
- R & L Carriers Inc
- Central Freight Lines Inc.
- Blavor Logistics In
- Estes
- Grand Aire Inc.
- Holland
- YRC

8. **BATTERY HANDLING.** Donor agrees to properly handle and package batteries as set forth below:

8.1 If you are shipping a donation to Human-I-T and batteries are loose within the package, you must clearly label the exterior of the boxes with "batteries" marking in order to notify us that certain battery handling is required when we receive the shipment.

8.2 The foregoing requirement does not apply if the batteries remain within the shipped devices (such as laptops, phones, etc.).

8.2.1 If the donor is shipping loose batteries, the donor must tape the battery terminals prior to packaging and shipping.

8.3 For more information on best practices, please see Appendix A: Battery Handling below, which is incorporated herein by this reference.

9. **MISTAKENLY DONATED ITEMS.** If an item is mistakenly donated to Human-I-T, we will charge a non-refundable \$50 fee to attempt to locate and return that item to the original donor. However, due to our expedited donation process and multitude of outlets for our items, once a donation is in transit to Human-I-T by vehicle, parcel, freight, or any other medium, we cannot guarantee that the item is able to be returned. If an item is identified as being mistakenly donated, please contact us immediately at 888.268.3921 Ext. 727 and we will attempt to isolate your items for return. If the item is successfully located, donor is solely responsible for shipping and any other costs incurred in returning the item.

10. **ENVIRONMENTAL COMPLIANCE VERIFICATIONS.** We pride ourselves in responsible recycling practices when items cannot be repurposed and must be recycled. To ensure compliance with state guidelines for responsible recycling, you may be contacted by either or both of the following outside partners to verify the items that were picked up by Human-I-T.

CalMicro

R2-Cerfited E-Waste Recycler

<https://www.calmicrousa.com/>



801A - Donor Terms of Service

CalRecycles

State Compliance for E-Waste

<https://www.calrecycle.ca.gov/>

11. **RELEASE OF LIABILITY AND DISCLAIMER OF WARRANTY.** Human-I-T is not liable for the loss of any items while they are in transit by a 3rd party provider to Human-I-T. Human-I-T takes responsibility for donations once they are picked up by Human-I-T or until they arrive and are properly dropped off at a Human-I-T facility and accepted.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, DONOR HEREBY EXPRESSLY RELEASES, WAIVES, AND FOREVER DISCHARGES HUMAN I-T, ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL RESPONSIBILITY AND/OR LIABILITY IN CONNECTION WITH:

11.1 DATA STORED ON ANY MATERIALS, AT ANY TIME, DONATED, GIVEN, GRANTED, TRANSFERRED OR SUBMITTED BY DONOR TO HUMAN I-T OR

11.2 ANY MATERIALS, AT ANY TIME, DONATED, GIVEN, GRANTED, TRANSFERRED UNDER THESE DONATION TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED IN THESE DONATION TERMS, HUMAN I-T MAKES NO (AND HEREBY EXPRESSLY DISCLAIMS ALL) EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WHATSOEVER UNDER OR IN CONNECTION WITH THESE DONATION TERMS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY AS TO OWNERSHIP OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **REPRESENTATIONS AND WARRANTIES.** Donor warrants and represents that:

12.1 It has the right to enter into these Donation Terms, grant its respective rights hereunder, and perform material terms and obligations hereunder;

12.2 To the extent of its respective contributions to and ownership of all technological devices furnished in connection with these Donation Terms (the "Devices"), there shall be no liens, encumbrances or other charges against the Devices at the time of delivery and receipt of the Devices;

12.3 No selections, materials, or other properties of any type furnished by Donor and embodied in, connected with, or related to the Devices in any manner will violate or infringe upon any law or statutory right of any person or entity;

12.4 Donor has the right to grant any/all rights to information or data contained on any applicable Devices;

12.5 Donor shall be solely responsible for any/all issues that may arise relating to illegal or illicit activity in connection with the Devices, whether discovered before or after completion of any transactions or dealings with HIT.

13. **ARBITRATION.** ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THESE DONOR TERMS ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF CALIFORNIA. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION



801A - Donor Terms of Service

ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN THE TECHNOLOGY INDUSTRY AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION.

14. **INDEMNIFICATION.** Donor shall indemnify and hold harmless Human-I-T from and against any and all claims arising from:

14.1 Donor's donation of any item,

14.2 Any Donor act or omission in connection with all Devices (as defined above),

14.3 Any breach or default in the performance of any obligation on Donor's behalf to be performed under the terms of these Donation Terms, or

14.4 Any negligence of Donor, including all reasonable costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Human-I-T by reason of any such claim, Donor, upon notice from Human-I-T, shall defend the same at Donor's expense by counsel satisfactory to Human-I-T.

Donor, as a material part of the consideration to Human-I-T, hereby assumes all risk of damage or injury to any persons or property in connection therewith arising from any cause, including but not limited to, any cause arising from the Devices or applicable services in connection therewith, and Donor hereby waives all claims in respect thereof against Human-I-T.

[Signature Page Follows]



801A - Donor Terms of Service

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Effective Date.

human-I-T

Donor: [Donor Entity]

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:



APPENDIX A: BATTERY HANDLING

(I) References

Call2Recycle:

- [How to address lithium battery management](#)
- [Primer on Lithium-based](#)
- [Charge Up Safety: Collection Site Safety Training](#)

Sims Recycling:

- [How to responsibly dispose of lithium-ion batteries](#)

Research Gate:

- [How to package materials for lithium batteries](#)

United Parcel Services (UPS)

- [How to safely pack and ship batteries](#)

US Department of Transportation (US DOT)

- [Shipping Batteries Safely By Air: What you need to know](#)
- [How to safely send batteries and battery powered devices by mail](#)

(II) How Human-I-T will Handle Damaged Batteries and Storage:

[US DOT Information on swollen, defective batteries.](#)

Damaged, defective, or recalled cells or batteries:

Lithium cells or batteries, that have been damaged or identified by the manufacturer as being defective for safety reasons, that have the potential of producing a dangerous evolution of heat, fire, or short circuit (e.g., those being returned to the manufacturer for safety reasons) may be transported by highway, rail or vessel only, and must be packaged as follows:

- Each cell or battery must be placed in individual, non-metallic inner packaging that completely encloses the cell or battery;
- The inner packaging must be surrounded by cushioning material that is non-combustible, non-conductive, and absorbent; and
- Each inner packaging must be individually placed in one of the following packagings meeting the applicable requirements of part 178, subparts L, M, P and Q of this subchapter at the Packing Group I level.

Metal (4A, 4B, 4N), wooden (4C1, 4C2, 4D, 4F), or solid plastic (4H2) box;

Metal (1A2, 1B2, 1N2), plywood (1D), or plastic (1H2) drum; or

For a single battery or for a single battery contained in equipment, the following rigid large packagings are authorized:

- Metal (50A, 50B, 50N);
- Rigid plastic (50H);
- Plywood (50D); and



801A - Donor Terms of Service

- The outer package must be marked with an indication that the package contains a "Damaged/defective lithium ion battery" and/or "Damaged/defective lithium metal battery" as appropriate.
- The marking required by this paragraph (f)(4) must be in characters at least 12 mm (0.47 inches) high. DOT SP-20584 "DO NOT TRANSPORT BY AIR – GROUND SHIPMENT ONLY, DAMAGED/DEFECTIVE LITHIUM ION BATTERY."

(III) How to Evaluate, Assess, and Ship Batteries to Human-I-T

Determine bloated battery handling best practices

Review battery shipment rules flow chart ([View a reference as example](#))

- 1,000 for \$0.13 (\$132); prices do not decrease again to 5,000 for \$0.12 ([Lithium Battery Handling Sticker](#))
- Qty. List Price Each
 - 1: \$50.12 \$0.10
 - 2-5: \$45.98 \$0.09
 - 6-11: \$41.77 \$0.08
 - 12-23: \$37.40 \$0.07
 - 24+: \$35.59 \$0.07

Donation labels

- \$0.10 a page, or \$0.05 a label plus ink and time.
- View the [Reference Asana Task for Donation labels](#).

Assess Federal Code of Regulations

- Title 49: Transportation
 - [PART 173—SHIPPERS—GENERAL REQUIREMENTS FOR SHIPMENTS AND PACKAGINGS](#)
 - [Subpart E—Non-bulk Packaging for Hazardous Materials Other Than Class 1 and Class 7](#)
- §173.185 Lithium cells and batteries ([ECFR Reference](#))
- [US DOT information on batteries](#)
- [Federal Register](#)

If Lithium cells or batteries shipped for disposal or recycling

- A lithium cell or battery, including a lithium cell or battery contained in equipment, that is transported by [motor vehicle](#) to a permitted storage facility or disposal site, or for purposes



801A - Donor Terms of Service

of recycling, is excepted from the testing and record keeping requirements of paragraph (a) and the [specification packaging](#) requirements of [paragraph \(b\)\(3\)](#) of this section, when packed in a [strong outer packaging](#) conforming to the requirements of §§ 173.24 and 173.24a.

- A lithium cell or battery that meets the size, [packaging](#), and hazard communication conditions in paragraph (c)(1)-(3) of this section is excepted from subparts C through H of part 172 of this subchapter.

(IV) How to Handle Swollen Defective Batteries

[How to handle swollen, defective batteries per US DOT](#)

Damaged, defective, or recalled cells or batteries. Lithium cells or batteries, that have been damaged or identified by the [manufacturer](#) as being defective for safety reasons, that have the potential of producing a dangerous evolution of heat, fire, or [short circuit](#) (e.g., those being returned to the [manufacturer](#) for safety reasons) may be transported by highway, rail or [vessel](#) only, and must be [packaged](#) as follows:

Each cell or battery must be placed in individual, non-metallic [inner packaging](#) that completely encloses the cell or battery;

The [inner packaging](#) must be surrounded by cushioning material that is non-combustible, non-conductive, and absorbent; and

Each [inner packaging](#) must be individually placed in one of the following [packagings](#) meeting the applicable requirements of part 178, subparts L, M, P and Q of this subchapter at the [Packing Group I](#) level:

- Metal (4A, 4B, 4N), wooden (4C1, 4C2, 4D, 4F), or [solid](#) plastic (4H2) [box](#);
- Metal (1A2, 1B2, 1N2), plywood (1D), or plastic (1H2) [drum](#); or

For a single battery or for a single battery contained in equipment, the following rigid [large packagings](#) are authorized:

- Metal (50A, 50B, 50N);
- Rigid plastic (50H);
- Plywood (50D); and
- The outer [package](#) must be marked with an indication that the [package](#) contains a "Damaged/defective lithium ion battery" and/or "Damaged/defective lithium metal battery" as appropriate.
 - The [marking](#) required by this paragraph (f)(4) must be in characters at least 12 mm (0.47 inches) high.

Per DOT SP-20584, please label as follows:

- DO NOT TRANSPORT BY AIR – GROUND SHIPMENT ONLY, DAMAGED/DEFECTIVE LITHIUM ION BATTERY.



801A - Donor Terms of Service

Watch for lithium-based batteries that show signs of damage such as swelling, smoking, leaking or overheating.

- DO NOT place damaged lithium-based batteries in a collection box or drum for recycling with other batteries.
- Immediately put them in an absorbent, nonflammable material (sand or cat litter) in a cool, dry area.
- The U.S. DOT requires special packaging for shipping defective, damaged or recalled (DDR) lithium-based batteries.

(V) How to Handle Devices with Swollen Batteries

How to handle devices with swollen batteries

- Place the device in a clear plastic bag, or wrap it in clear plastic foil; then place products in a UN-approved 200L barrel with an inner plastic lining.
- Place a 10 cm layer of dry sand (for lithium-ion) or vermiculite (for other battery types) at the bottom.
- Then a layer of products can be added to the barrel and covered by a layer of 10cm dry sand or vermiculite and so on.
- DO NOT mix damaged and non-damaged batteries.
 - Each type must be stored in its own UN-approved barrel. Weight should be 1/3 sand and 2/3 batteries. Damaged, leaking or swollen batteries should be packed in plastic.

(VI) Commonly Asked Questions

Are we shipping batteries properly (e.g. proper labels) when recycling?

- Yes, we are shipping batteries with labels when recycling.

Are we labeling our laptop, other shipments with battery labels?

- We put battery label on it.

-
-



801A - Donor Terms of Service

Document Revision History

Document Revision History			
Rev	Description of Change	Approved Date	Approved By
1.0	Original	03-25-21	Monte Lim
2.0	Updated Downstream Vendors for both Bell & Detroit. Updated language to call out that the transportation segment to downstream may not be NAID certified.	12-21-21	Monte Lim
3.0	Updated if devices are locked via Mobile Device Management (MDM), it could take longer than 60 days to provide a donation receipt.	6-6-22	Micah Weber Monte Lim Brandon Smith Javier Claros Brian Bivona
4.0	Added Mistakenly Donated Items section	12-01-22	Brandon Smith
5.0	Added legal language regarding MDM locks	01-06-23	Gabi Segura
6.0	Updated language around the logistics and donor experience	01-25-23	Cameron Huntley
7.0	Added TOS language regarding additional pallets Added Commonly Asked Questions Section	02-27-23	Cameron Huntley
8.0	Updated Commonly asked questions section and revision history missing information	08/02/23	Aaron Wilkins
9.0	Updated Outgoing Downstream Vendor List	08/03/23	Aaron Wilkins
10.0	Archived. Moving to SOP Library [moving forward] to eliminate redundancy	08/13/23	Wesley Carring...
11.0	Taken out of "Archived" Status per aaron.wilkins@human-i-t.org . Document has been fully updated, per	8/17/23	Wesley Carring...



human-i-t

human-i-t.org

562.200.3921

compliance@human-i-t.org

801A - Donor Terms of Service

	aaron.wilkins@human-i-t.org's guidance.		
--	--------------------------------------------	--	--