

Terms and Conditions

Welcome to the Exchange at exchange.seedsavers.org, which is operated by Seed Savers Exchange. Seed Savers Exchange provides website features and other services to you when you visit, list, or request seeds at exchange.seedsavers.org. Seed Savers Exchange provides these services subject to the following conditions.

By using the Exchange at exchange.seedsavers.org, you agree to these conditions. Please read them carefully. Terms and Conditions are subject to change.

Terms of Use

Privacy Policy

We know that you care how information about you is used and shared. By visiting exchange.seedsavers.org, you are accepting The Exchange's [Privacy Policy](#).

We work to protect the security of your information. If your account remains idle for 1 hour, you will be automatically logged out. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

If you choose to use PayPal to process payments on your account, you must provide information to PayPal and therefore enter into [PayPal's terms of use](#).

Use of Contact Information

Any contact information you allow to be public will be shared with other registered users of the Exchange who may use your information to communicate with you regarding your seed listings.

You will receive email communications from Seed Savers Exchange regarding changes to your account, account settings, your seed listings, and any transactions you make through exchange.seedsavers.org. If you wish not to receive additional email communications from Seed Savers Exchange, you can make that adjustment in your account settings.

By agreeing to this privacy policy, you agree to not misuse the contact information made available through the Exchange. You may not contact any user by means of chain letter, spam, or mailing lists for any purpose. Misuse of contact information should be reported to the Seed Savers Exchange office. Email exchange@seedsavers.org or call 563.382.5990 if you need to report Exchange participants misusing contact information.

Copyright

All content made available by Seed Savers Exchange, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software is the property of Seed Savers Exchange and protected by United States and international copyright laws.

Community Policies

We are glad you are participating in Seed Savers Exchange's mission to preserve crop diversity by collecting, growing, and sharing heirloom seeds and plants. To ensure this community remains vibrant, useful, and effective, we require all Exchange users to abide by the following Community Policies:

Listing guidelines

Any infraction of these guidelines can result in your listings and account being deactivated by Seed Savers Exchange administration.

- List only open-pollinated seeds.
- Do not list genetically engineered plants, F1 hybrids, poisonous, noxious, or controlled seeds and plants.
- Do not list any seeds or plants that are considered illegal, either federally in the United States of America or in the state of Iowa.
- Crossed varieties or potentially crossed varieties should not be listed. Unstable varieties should not be listed until they are stabilized.
- Grow all seeds out yourself before offering. You may not immediately divide and re-offer seeds received from Exchange users that you have not yet grown yourself.
- Do not list patented varieties. Although it is legal for gardeners to grow and save patented varieties, it is illegal to distribute them. Refer to the [USDA website for a list of patented varieties](#).
- Do not list unknown seed from volunteer plants.
- If a variety name is known, do not deliberately rename a variety.

The Exchange is a place for gardeners to share seeds. Although listers set prices to cover their costs of shipping and handling, the Exchange is not a place for commercial distribution.

Listers that wish to only offer seeds to participants who will commit to growing those seeds and offering them again in the future should say so in their listing descriptions. While we hope that requesters will honor that wish, it is up to the individuals involved to make that determination.

Sample Sizes

Participants in the Exchange are providing a small seed sample, not a commercial-sized packet. We encourage you to share enough seeds to preserve the genetic diversity of each variety. Reference this guide for crop type-by-crop type seed saving recommendations from *The Seed*

Garden: The Art and Practice of Saving Seeds. The minimum amount of propagative material you can expect to receive per sample is:

- Seeds - At least 25 seeds. Exceptions are corn (at least 200 seeds) and seed-propagated Alliums and Umbels (at least 60 seeds)
- Tubers - Four medium-sized tubers for potatoes and other crops
- Garlic Bulbs - At least two whole garlic bulbs
- Scions - At least two scions, 8" long, each with four buds
- Plants - From two to four plants, depending on size

Shipping and Handling

The prices of seeds in the Exchange are meant to reimburse the lister for the cost of packing and shipping seeds. The seeds and plant materials exchanged on this platform are exchanged for free, in accordance with seed sharing laws. Listers are allowed to set their own prices for shipping seeds, so be sure to pay attention to the profile of each lister you request seeds from. If a lister has not set their own prices, please use the recommended prices:

- Small Seeds - \$3.00
- Large Seeds and Biennials - \$4.00
- Roots, Bulbs, Tubers, Cuttings and other Non-Seeds - \$5.00

Use this chart to find out which seed classification (small seed, large seed, etc.) each plant type belongs to.

Please note in your profile if you are willing to ship outside the United States. If so, you may want to increase your international prices by \$1. Similarly, if you are located outside the United States, you may want to increase the prices of your listings by \$1 per item to cover the additional shipping and handling costs.

Seed Laws, Regulations, and Treaties

Some states prohibit the importation of scionwood and other live plant material. Many states have no restrictions at all. It is the responsibility of person requesting scionwood and other plant material to know what is prohibited in their state.

Users requesting or distributing seeds that cross international borders are responsible for ensuring they are in compliance with the seed laws, regulations, and treaties of both countries. It is illegal to send plants or cuttings between countries, even between the U.S. and Canada, without proper permits and certificates. Seed Savers Exchange cannot provide users with legal advice regarding such laws or how to comply with them.

The USDA requires that all seed sent *into* the United States be accompanied by a Phytosanitary Certificate. At \$50 or more per certificate, that price can be prohibitive for small-scale gardeners.

It is up to the individuals involved in the transaction to decide who is responsible for paying that fee. However, the USDA has a free Small Lots of Seed permit which allows the importation of up to 50 seeds of 50 different varieties per shipment, which is valid for three years. To apply for this permit, fill out PPQ form 587, which is available on the USDA website. You must follow the instructions laid out by the USDA regarding proper use of this permit.

Use of Contact Information

By using the Exchange, you agree to the Use of Contact Information conditions laid out in the Terms of Use.

Deadline for Requests

Some listers do not fill requests year-round, so check the profile of the person listing the seeds to see if they have a request cut-off date before sending them your request and payment.

Policy Against Dividing and Re-Listing Seeds

You should not immediately divide and re-list samples of seeds obtained from the Exchange or the Yearbook. After being re-grown once, the resulting seeds, plants and produce are yours to use however you please. Violations of this rule should be reported to the Seed Savers Exchange office. Email exchange@seedsavers.org or call 563.382.5990 if you need to report any problems you observe of users immediately dividing and re-listing samples of seeds obtained from the Exchange.

Problems Receiving Seeds

If you make a request and have problems receiving the seeds, please contact the Seed Savers Exchange office. We will help you obtain the seeds or, if a solution cannot be found, refund any money that has been lost. Email exchange@seedsavers.org or call 563.382.5990 if you need to report any problems you have experienced with receiving seeds.