

Privacy Policy

Please read the following about the NeighborTools information gathering and privacy practices. By using the NeighborTools website (www.neighbortools.com) and/or any other service provided by NeighborTools, you consent to the collection, use, disclosure, and storage of your Personal information and non-Personal information as described in this Privacy Policy.

EXTERNAL WEB SITES

Our sites may contain links to other Web sites. The information practices or the content of such other Web sites is governed by the privacy statements of such other Web sites. We encourage you to review the privacy statements of other Web sites to understand their information practices. We are not responsible for the nature, quality or accuracy of the content or opinions expressed on such Web sites, or of the services provided through such Web sites. Such Web sites are not investigated, monitored or checked for quality, accuracy or completeness by us. Inclusion of any linked website on our sites does not imply or express an approval or endorsement of the linked Web site by us, or of any of the content, opinions, products or services provided on these Web sites. Even if an affiliation exists between our site and a third-party Web site or application, we exercise no control over linked Web sites.

INFORMATION WE COLLECT

The term “Personal” used in this privacy policy means information that specifically identifies an individual (such as but not limited to name, address, phone number, or email address). Personal information may also include demographic information.

When you offer items for rent or services through NeighborTools, we will ask you for certain Personal information including your name, contact information and information about your items. We may also require additional financial information from you to facilitate payment to you and to process any filings required by applicable tax authorities. When you rent an item, or pay for a service through NeighborTools, we will ask you for your name, contact information, and payment information. We will maintain records for an indefinite period concerning your registration with and use of NeighborTools, including any correspondence you have with us.

As you navigate our site, we also may collect non-Personal information through the use of commonly-used information-gathering tools, such as cookies. Cookies are small files that are saved to, and during subsequent visits to our site retrieved from, your computer or mobile device. The use of these “session” cookies are essential to the operation of our site and are used to simplify your visit. We also may contract with third party service providers, such as Google Analytics (a web analytics service provided by Google, Inc.), who assign cookies and/or web beacons to conduct site tracking for us and collect information about your visits to our site. The use of these “analytics” cookies are used to provide marketing analytics about goods and services

of interest to you, your preferences, how you share information about our products and services with others, and to improve our marketing efforts.

USE OF INFORMATION COLLECTED

NeighborTools will only use Personal information collected solely for internal business purposes to better engage our users, verify account information, process requests and transactions and inform you of promotions, products or services.

We use non-Personal information collected through your use of our site to administer our site, to perform troubleshooting and help improve the quality and design of our services. We also use non-Personal data to analyze trends and statistics, protect the security of our site and evaluate our services. Non-Personal data (such as demographic and past transaction information) may be combined with your personally identifiable information from our records and other sources.

SHARING OF INFORMATION COLLECTED

We reserve the right to disclose to third parties information about usage of our site and any related services for purposes including performing services for us with respect to our site as well as our existing and prospective business partners. As such, we may disclose Personal information collected about you and non-Personal information to third parties that we have contracted to assist us.

DISPUTE RESOLUTION

If you have a dispute with one or more users, you release NeighborTools and any third-party affiliate from claims, demands and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. You waive any protections that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of the agreement to this release.

ARBITRATION

Except as regarding any action seeking equitable relief, including without limitation for the purpose of protecting any NeighborTools confidential information and/or intellectual property rights, any controversy or claim arising out of or relating to these Terms of Use or this Website shall be settled by binding arbitration in accordance with the commercial arbitration rules, in effect at the time the proceedings begin, of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be held in North Carolina, USA unless both parties reside prohibitively far from North Carolina in which case arbitration by NeighborTools may be conducted remotely but still governed by the laws of North Carolina, USA. In addition, any arbitration shall solely be conducted in English.

All information relating to or disclosed by any party in connection with the arbitration of any disputes hereunder shall be treated by the parties, their representatives, and the arbitrator as

proprietary business information. Such information shall not be disclosed by any party or their respective representatives without the prior written authorization of the party furnishing such information. Such information shall not be disclosed by the arbitrator without the prior written authorization of all parties. Each party shall bear the burden of its own counsel fees incurred in connection with any arbitration proceedings.

Judgment upon the award returned by the arbitrator may be entered in any court having jurisdiction over the parties or their assets or application of enforcement, as the case may be. Any award by the arbitrator shall be the sole and exclusive remedy of the parties. The parties hereby waive all rights to judicial review of the arbitrator's decision and any award contained therein.

SECURITY

We strive to put into place reasonable security measures in an effort to protect Personal information while it is under our control. We are not responsible for any unauthorized disclosure of Personal or other information caused by any third party. Your Personal information will not be shared with any persons outside of your contact information for transaction purposes.

ACCESS AND CORRECTION OF INFORMATION

You may obtain and correct, modify or update any Personal information you have provided us by contacting us at rent@neighbortools.com. You may also request the removal of information you have previously provided us.

ANTI SPAM POLICY

NeighborTools does not send spam or sell email addresses. If you would like to notify us that you would no longer wish to receive any communications from NeighborTools please contact us at rent@neighbortools.com.

POLICY TOWARDS MINORS

NeighborTools does not collect information about persons younger than 18 years of age. All users of the Website and all NeighborTools users must represent to NeighborTools that they are at least 18 years old.

SPECIAL NOTICE TO CALIFORNIA RESIDENTS

Under the California Civil Code, residents of the State of California that have provided any personally identifiable information to us have the right to request a list of all third parties to which we have disclosed personally identifiable information during the preceding year for direct marketing purposes. If you are a California resident and would like to request information about how to exercise your third party disclosure choices, please email us at rent@neighbortools.com.

POLICY CHANGES

We reserve the right to change or update this Privacy Policy, or any of our governing Privacy Policies at any time. You are responsible for reviewing this Privacy Policy periodically, and your continued use of our site following changes to this Privacy Policy will be considered acceptance of any changes. Any changes or updates will be effective immediately upon posting to the site. In the event we make a material change to how we use your Personal information, we will provide you with an opportunity to opt-out of such new or different use.

GOVERNING LAW

Our site is controlled, operated and administered entirely within the United States. By using our site, you signify your agreement to the terms of this Privacy Policy. If you do not agree with this Privacy Policy, please do not disclose any Personal information through our site. This Privacy Policy and the use of our site is governed by North Carolina law and United States federal law. Any claim related to our site or this Privacy Policy shall be brought only in a federal or state court in Wake County, North Carolina within one year after the claim arises. Users of our site consent to the exclusive jurisdiction and venue of such courts as the most convenient and appropriate for the resolution of disputes concerning this Privacy Policy. This Privacy Policy and the notices outlined herein are not intended to and do not create any contractual or other legal rights in or on behalf of any third party.

CONTACT INFORMATION

If you have any questions or concerns about this Privacy Policy please contact us at rent@neighbortools.com.