

# **Terms of Use**

## **USERS**

The following terms apply to your use of our site and form a legal agreement between you and NeighborTools governing your use of the site ([www.neighbortools.com](http://www.neighbortools.com)). Your use of our site indicates your agreement to be bound by these Terms of Use. We reserve the right to change or update these Terms of Use at any time and you agree to be bound by the modified terms. We ask that you visit these Terms of Use periodically to review the current terms and information. **IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THE NEIGHBORTOOLS SITE.**

Users of NeighborTools must be at least eighteen (18) years old. Using NeighborTools means you satisfy this requirement and have the right, authority and capacity to abide by all the terms and conditions of this agreement. Using NeighborTools also means that you agree to provide complete, current and accurate information. This includes your real name and contact information. NeighborTools reserves the right to refuse users for any reason at our sole discretion.

## **PAYMENT TERMS**

Using NeighborTools is free. However, in exchange for services provided, a service charge is included with the price of each item rented. As a renter, you agree to the amount posted which includes the service charge. As the item owner, posting an item is free; however, a service charge will be deducted from the total rental price of the item rented.

If you find an item you wish to rent you will submit a request for that item. At the time of the request the cost of the transaction will be totaled. If accepted, the item will then be reserved. The renter will be sent an invoice for the total cost of the rental, including the NeighborTools' service charge. Once payment is received to NeighborTools, the rental fee minus NeighborTools' service charge will be sent to the item owner.

There will be no refunds provided for renters if they cancel their rental request after reserving the item and providing payment. Renters may only get a refund of the total transaction cost if the owner fails to deliver the items promised under the agreed time, place and item conditions. If a refund is issued to the renter due to owner's failure, as described above, the owner will be responsible for payment of NeighborTools' service charge.

NeighborTools simply creates a platform available to owners and renters to meet and arrange transactions. NeighborTools does not represent the owner of items rented. You understand that we are acting solely as an intermediary for the collection of rents and fees between you and any owners or renters with whom you choose to enter a transaction. IRS regulations regarding federal tax reporting requirements stipulate that NeighborTools must collect IRS Form W-9 from any item owners in the United States that earn more than \$600.00. Because state and local tax laws

vary significantly by location, you understand and agree that you are solely responsible for determining your own taxes. We cannot and do not offer tax advice to either owners or renters.

## **RANKING SYSTEM**

Registered users may send reviews, comments, photos, videos, and other content about items rented to NeighborTools so long as the content is not illegal, threatening, obscene, defamatory, invades privacy, infringes upon intellectual property rights, or otherwise injurious to third parties. Content may not contain software viruses, chain letters, political campaigning or any form of spam or unsolicited commercial electronic messages. The use of false email addresses or the impersonation of any person or entity is not allowed. NeighborTools reserves the right to edit or remove any such content at any time without notice.

## **INSURANCE**

As the renter you are solely responsible for any loss or damage of an item suffered as a result of obtaining and/or use of an item or service via NeighborTools. As the renter you are responsible for obtaining and maintaining any insurance which you deem necessary to cover the loss or damage of any item rented through NeighborTools.

## **SECURITY**

NeighborTools is not responsible for the confirmation of each user's identity however, NeighborTools strives to ensure that each user's identity is confirmed and held responsible for any malicious intent. If any malicious intent is suspected, the user will be removed and refrained from using NeighborTools.

NeighborTools collects contact information from user's; however, we do not share information with any party for any reason unless the user otherwise agrees to do so. When renting an item, the renter and item owner's contact information must be shared to facilitate the rental transaction. Please review our Privacy Policy to learn more about our privacy practices.

## **CONDUCT**

You are only authorized to view, use and copy information from this site for your informational, non-commercial use provided that you leave all copyrighted notices, including copyright management information, or other propriety notices intact.

You may not store, modify, reproduce, transmit, reverse engineer or distribute content on this website. The systematic retrieval of data from the website is also prohibited.

Electronic communications over the Internet may not be secure and are subject to the risk of interception by third parties. Please consider this fact before transmitting any information. NeighborTools shall not be subject to any obligations of confidentiality regarding any information or materials that you submit online except as specified in these Terms of Use, or as set forth in any additional terms and conditions relating to specific products or services, or as otherwise specifically agreed or required by law.

The commercial use, reproduction, transmission or distribution of any information, software or other material available through the Website without the prior written consent of NeighborTools is strictly prohibited.

By using this site, you agree not to:

1. Violate any local, state, provincial, national or other law or regulation.
2. Infringe upon the rights of any person or entity.
3. Interfere with or damage our services in any way shape or form.
4. Use our services to transmit or distribute any information concerning a person or entity without their permission.
5. Stalk or harass any other user of NeighborTools.
6. Offer as an owner an item you do not own yourself.
7. Impersonate any person or entity or misrepresent yourself in any way shape or form.
8. Use the site to find a tool and then complete the transaction offline to circumvent your obligation to pay for the service.
9. Submit any listing with false or misleading description.
10. Post content that is patently offensive, such as user content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual.
11. Post content that is abusive, threatening, obscene, defamatory or libelous.
12. Post content that contains any material that infringes upon a third parties' rights.
13. Solicit personal information from any person under the age of eighteen (18).
14. Solicit password or personal identifying information for commercial or unlawful purposes from another user.
15. Engage in commercial activity other than the standard item rental.
16. Advocate, encourage, or assist any third party in doing any of the foregoing.

## **ACCURACY OF INFORMATION**

You will not provide inaccurate, misleading or false information to or through NeighborTools or to any other user. You agree to promptly notify us if information provided to or through NeighborTools or another user later becomes, or is discovered to be inaccurate, misleading or false.

## **TERMINATION**

Either you or we may terminate your account at any time for any reason or no reason, without explanation, effective upon sending written notice to the other party. If we determine that you have violated any term of this agreement we have the right to suspend or terminate your account without notice. In the event that your access has been suspended due to a violation of terms of this agreement you acknowledge and agree that any fees you have paid for such service will not be refunded. Following any termination of your account and/or membership, we reserve the right to send a notice that you have been terminated to other users with whom you have corresponded.

NeighborTools has no duty to investigate complaints and may act in its sole discretion in making decisions regarding accounts, listings, items and services.

## **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.

## **POLICY ENFORCEMENT**

If an issue occurs between and owner of an item and a renter, NeighborTools may consider each users performance history and the specific circumstances involved when applying NeighborTools policies. We may choose to be more lenient with policy enforcement in an effort to do the right thing for all parties.

## **LIMITATION ON ACTIONS**

You agree that any claim or cause of action arising out of or related to your use of our site or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by NeighborTools to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.

## **GOVERNING LAW**

This Agreement shall be construed and interpreted in accordance with the laws of the State of North Carolina, without giving effect to its choice-of-law rules. The federal and state courts of the State of North Carolina shall be the exclusive forum for resolution of claims or disputes relating to or arising out of this Agreement or your use of NeighborTools. You submit to the exclusive jurisdiction of the appropriate state or federal courts in North Carolina, in any proceeding relating to any such claim or dispute.

## **INTERNATIONAL USE**

At this time, the Services are only available to U.S. residents. Please do not use the Services if you are not located within the U.S.

## **INDEMNITY**

You agree to indemnify, defend, and hold harmless NeighborTools its officers, directors, employees, agents, subcontractors, sponsors, and enterprise partners for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any intentional or willful violation by you of any rights of another or harm to another caused by you or any product or service you make available through NeighborTools, (ii) any inaccurate or untruthful User Content or other information provided by you to or made available through NeighborTools, or (iii) any violation by you of any term of this Terms of Use.

## **COPYRIGHTS AND TRADEMARKS**

The materials at this Site, as well as the organization and layout of this site, are copyrighted and are protected by United States and international copyright laws and treaty provisions. The NeighborTools name, and logo are trademarks of NeighborTools. All other trademarks or registered trademarks used within these pages are the property of their respective holders. NeighborTools use of company names, product names and logos or images on this website does not necessarily constitute an endorsement of the named company or products by NeighborTools. You may access, download and print materials on this website solely for your personal and non-commercial use; however, any print out of this site, or portions of the site, must include

NeighborTools copyright notice. No right, title or interest in any of the materials contained on this site is transferred to you as a result of accessing, downloading or printing such materials. You may not copy, modify, distribute, transmit, display, reproduce, publish, license any part of this Site; create derivative works from, link to or frame in another website, use on any other website, transfer or sell any information obtained from this Site without the prior written permission of NeighborTools.

Except as expressly provided above, you may not use, reproduce, modify, transmit, distribute, or publicly display or operate this website without the prior written permission of NeighborTools. You may not use a part of this website on any other website, without NeighborTools prior written consent.

NeighborTools respects the intellectual property rights of others and expects our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact us at [rent@neighbortools.com](mailto:rent@neighbortools.com).

## **LINKS**

We may provide links to various other websites that may be of interest to you and for your convenience only. However, NeighborTools does not endorse or control such websites and is not responsible for their content or the accuracy or reliability of information or statements contained within such websites. Please read the terms and conditions or terms of use policies of any other company or website you may link to from our website. These Terms of Use policy applies only to NeighborTools website and the products and services NeighborTools offers. NeighborTools reserves the right to terminate any link or linking program at any time. NeighborTools disclaims all warranties, express and implied, as to the accuracy, validity, and legality or otherwise of any materials or information contained on such sites.

## **SEPARATE AGREEMENTS**

If you have other agreements with NeighborTools, those agreements are separate and in addition to these terms of use. These terms of use do not modify, revise or amend the terms of any other agreement you may have with NeighborTools.

## **NO WARRANTIES; LIMITATION OF LIABILITY**

NEIGHBORTOOLS MAKES NO REPRESENTATION OF ANY KIND REGARDING OUR SITE, CONTENT OR ANY PORTION THEREOF, WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. THE MATERIAL AND CONTENT OF OUR SITE MAY CONTAIN INACCURACIES OR TYPOGRAPHICAL ERRORS. NEIGHBORTOOLS MAKES NO REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL OR CONTENT. THE USE OF OUR SITE, THE MATERIAL, CONTENT, AND ANY GOODS OR SERVICES PROVIDED BY ANOTHER USER IS AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO OUR SITE AND MAY BE MADE AT ANY TIME.

NEIGHBORTOOLS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. NEIGHBORTOOLS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS (A) REGARDING THE USE OR THE RESULTS OF THE USE OF THE INFORMATION, SERVICES, GOODS, OR MATERIALS FROM THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, QUALITY, OR OTHERWISE; (B) THAT THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (C) THAT THE CONTENT, GOODS, AND SERVICES MADE AVAILABLE THROUGH THE SITE WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE OR ACCURATE; OR (D) THAT DEFECTS, IF ANY, WILL BE CORRECTED. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

IN NO EVENT SHALL NEIGHBORTOOLS BE LIABLE FOR ANY HARM OR DAMAGES RELATING TO YOUR USE OF ANY GOODS OR SERVICES OBTAINED FROM AN OWNER THROUGH OUR SITE. IN ADDITION, IN NO EVENT SHALL NEIGHBORTOOLS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INCREASED OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, DATA, GOODWILL, OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, ARISING FROM YOUR ACCESS TO, INABILITY TO ACCESS, USE OF, OR PARTICIPATION IN OUR SITE OR ANY OWNER-SUPPLIED GOODS OR SERVICES, EVEN IF NEIGHBORTOOLS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, NEIGHBORTOOLS' LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **QUESTIONS?**

If you have any questions or concerns about this Terms of Use please email us at [rent@neighbortools.com](mailto:rent@neighbortools.com).