

**CONTRACT NAME: AGREEMENT BETWEEN NOODLETOOLS, INC. AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This online subscription agreement provides Harper Junior High School students on-campus and remote access to the NoodleTools research management platform. NoodleTools allows students to document their research and build a bibliography without the interference of advertisements.

FISCAL IMPACT: The term of this agreement for 12 months and the cost is included in the approved budget.



NoodleTools, Inc.
P.O. Box 60214
Palo Alto, CA 94306-0214

<http://www.noodletools.com/>
support@noodletools.com

A California Corporation
Federal Tax ID: 41-2037765

Phone: (650) 561-4071
Fax: (650) 618-1911

Quotation

12 month subscription

Date: 09/26/2018

Description	Amount
Quotation for a 12 month subscription to NoodleTools for Harper Junior High School . Includes on-campus and remote access. Unlimited concurrent usage.	US \$330.00
Quotation requested by: Beth Merrill	
Account Activation: Before mailing or faxing a purchase order to NoodleTools, please follow the directions to subscribe: http://noodle.to/howtosubscribe Your account will be activated within 48 hours after we receive your online subscription request, and you will receive an e-mail when your account has been set up.	
Tax:	US \$0.00
Total:	US \$330.00

This quotation is valid through December 31, 2018.

If you have any questions concerning this quotation or an existing subscription, please contact Damon Abilock at the phone or e-mail at the top of this quotation.

THANK YOU FOR YOUR INTEREST IN NOODLETOOLS SUBSCRIPTION SERVICES!

Terms of Service

Terms of Service

Last modified: March 6, 2018

1. Acceptance of Terms of Service

These Terms of Service will govern your use of the NoodleTools website (“NoodleTools”). By using any of the tools available on the site, you are indicating your agreement to be bound by these Terms of Service as such terms may be modified from time to time. These Terms of Service govern your use of NoodleTools and all services provided in connection with NoodleTools. If you do not agree to these Terms of Service, do not subscribe to or enter NoodleTools. If these Terms of Service change, a note will be posted on the NoodleTools home page requesting that you review this document again. If you do not agree to the changes in the Terms of Service as they may occur, please arrange to terminate your subscription with NoodleTools, Inc. immediately (i) by notifying NoodleTools, Inc. of your unwillingness to accept the changes to the Terms of Service; and (ii) by discontinuing your use of NoodleTools. Your continued use of NoodleTools will signify your acceptance of any change in the terms and conditions set forth herein.

From time to time NoodleTools, Inc. may supplement these Terms of Service with additional terms pertaining to specific content or events (“Additional Terms”), which Additional Terms may be placed on NoodleTools to be viewed in connection with the specific content or events and shall be identified as such. You understand and agree that such Additional Terms are hereby incorporated by reference into these Terms of Service.

2. Registration Information/Privacy Policy

NoodleTools, Inc. employs third-party payment processing systems [Stripe](#) and [PayPal](#). If you are paying for a subscription using a third-party payment processing system, see their privacy policies for more information.

Any information provided by you or gathered by NoodleTools, Inc. or third parties during any visit to NoodleTools shall be subject to the terms of the NoodleTools Privacy Policy, which is incorporated herein by reference. NoodleTools, Inc. reserves the right to offer you third party services and products.

If you are a student under the age of 13 purchasing an individual subscription, NoodleTools, Inc. requires that a parent or guardian completes the subscription form for you.

NoodleTools, Inc. reserves the right to terminate your NoodleTools subscription if NoodleTools, Inc. learns that you have provided false or misleading registration information.

3. Termination

NoodleTools, Inc. reserves the right, at its sole discretion, to immediately, without notice, suspend or terminate (i) these Terms of Service; and/or (ii) your subscription or ability to access NoodleTools and/or any other service provided to you by NoodleTools, Inc. upon any breach by you of the Terms of Service.

4. Modifications of these Terms of Service

NoodleTools, Inc. may modify these Terms of Service from time to time in its sole discretion. Each time you log on to NoodleTools, you will be deemed to have accepted any such changes. In the event we make a significant modification to these Terms of Service, we will also post a note on the NoodleTools home page stating that the Terms of Service has changed.

5. Modifications to NoodleTools

NoodleTools, Inc. may update, add or remove content from the NoodleTools website with or without notice to you and without liability to you or any third party. If the NoodleTools subscription service is discontinued for any reason, teacher/school/district subscribers may request a refund of a prorated amount of their current subscription cost. Individual subscriptions will not be refunded.

6. Content of Messages

You alone are responsible for the content of your messages, and the consequences of any such messages. NoodleTools, Inc. reserves the right to terminate your service if it becomes aware and determines, in its sole discretion, that you are violating any of the following guidelines.

Any use by you of any other subscriber's information, personal or otherwise, for any commercial purpose or to obtain direct financial gain (e.g. mass marketing) is prohibited. Any such use shall be deemed to be a violation of these Terms of Service. NoodleTools is to be used by you for your personal use only. Commercial uses of NoodleTools are strictly prohibited unless prior written consent from NoodleTools, Inc. has been granted.

You further agree not to use NoodleTools to send or post any message or material that is unlawful, harassing, libelous, defamatory, abusive, threatening, harmful, vulgar, obscene, profane, sexually oriented, racially offensive, or otherwise objectionable material of any kind or nature or that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation, or encourage the use of controlled substances. For purposes of the immediately preceding sentence, "masked" vulgarity, obscenity or profanity (e.g. "f*ck") is deemed to be equivalent to including the actual objectionable word, phrase or symbol in your post, message or otherwise on NoodleTools. NoodleTools, Inc. reserves the right to delete any such material from the site. NoodleTools, Inc. will cooperate fully with any law enforcement officials and/or agencies in the investigation of any person or persons who violate the Terms of Service contained in this Section 6.

You agree not to impersonate any other person or entity, whether actual or fictitious, including impersonating an employee or consultant of NoodleTools, Inc. You further agree not to use an inappropriate username of any kind.

You agree not to post or use NoodleTools to distribute or send any illegal material of any kind, including but not limited to, illegal material in the form of text, graphics, video, programs or audio. Posting content or participating in any form of discussion with the intention to commit any illegal activity is strictly prohibited.

You acknowledge that (i) NoodleTools permits access to content that is protected by copyrights, trademarks and other intellectual and proprietary rights ("Rights"); (ii) these Rights are valid and

protected in all media and technologies existing now or later developed; and (iii) except as explicitly provided otherwise, the Terms of Service and applicable copyright, trademark and other laws govern your use of such content. You may not post to NoodleTools, copy, reproduce, retransmit, distribute, publish, commercially exploit or otherwise transfer any material subject to any Rights. The burden of determining that any information, software, images or any other content on NoodleTools is not protected by Rights rests with you. You acknowledge that NoodleTools, Inc. may acquire Rights to use any posted materials as described below, and that you will not acquire any of those Rights by downloading such materials.

7. Subscription Username and Password

You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify NoodleTools, Inc. of any unauthorized use of your subscription or password.

8. Notification of Any Possible Copyright Infringement

In the event you believe that material or content published on the NoodleTools website may infringe on another's or your copyright, please send a detailed message to us via the Helpdesk.

9. Disclaimer of Warranties

You expressly agree that use of NoodleTools is at your sole risk. NoodleTools is provided on an "as is" and "as available" basis. NoodleTools, Inc. expressly disclaims all warranties of any kind, express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement.

NoodleTools, Inc. makes no warranty that NoodleTools services will meet your requirements, or be uninterrupted and error free; nor does NoodleTools, Inc. make any warranty as to the results that may be obtained from the use of the tools on NoodleTools. NoodleTools, Inc. will not be liable for any direct, consequential or incidental damages, whether foreseeable or not, which may result from the unavailability or malfunction of NoodleTools.

You understand and agree that any material and/or data downloaded or otherwise obtained through the use of NoodleTools is at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.

You understand and agree that NoodleTools, Inc. does not guarantee the accuracy or completeness of any information in or provided in connection with the site. NoodleTools, Inc. is not responsible for any errors or omissions or for the results obtained from the use of such information.

NoodleTools, Inc. shall not be responsible for any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information or ideas contained, suggested or referenced in NoodleTools. Your participation is solely at your own risk. No advice or information, whether oral or written, obtained by you from NoodleTools, Inc., its employees, consultants and/or experts shall create any warranty not expressly made herein.

NoodleTools, Inc. makes no warranty regarding any goods or services purchased or obtained through NoodleTools or any transactions entered into through NoodleTools.

NoodleTools, Inc. is not responsible for the content on Web pages outside NoodleTools' site. As a convenience to our members, we may provide links to resources which are beyond our control. We make no representations as to the quality, suitability, functionality or legality of any sites to which we may provide links, and you hereby waive any claim you might have against NoodleTools, Inc. with respect to such sites.

10. Limitation of Liability

NoodleTools, Inc. shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use NoodleTools or for the cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through NoodleTools or resulting from unauthorized access to or alteration of your transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangibles even if NoodleTools, Inc. has been advised of the possibility of such damages.

11. Indemnification

You agree to indemnify and hold each of NoodleTools, Inc., their affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of NoodleTools, the violation of these Terms of Service by you, or the infringement by you, or any other subscriber of your account, of any intellectual property or other right of any person or entity.

Such indemnification shall be revised or waived in the case that state law prevents you as subscriber from entering into such provisions, or in the situation that NoodleTools, Inc. has separately entered into alternate indemnification provisions with you or your site.

12. Applicable Law

These Terms of Service shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of laws provisions. By registering for or entering NoodleTools, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in California, *unless another state of jurisdiction is required by the subscriber.*

13. Remedies for Breach of these Terms by You

In the event that NoodleTools, Inc. determines, in its sole discretion, that you have breached any portion of these Terms of Service, or have otherwise demonstrated conduct inappropriate for the community of NoodleTools, NoodleTools, Inc. reserves the right to (i) warn you via email that you have violated these Terms of Service; (ii) delete any content provided by you or your agent(s) to NoodleTools; (iii) delete all content provided by you to NoodleTools; (iv) discontinue your subscriptions(s) with NoodleTools; (v) notify and/or send content to and/or fully cooperate with the proper law enforcement authorities for further action; and/or (vi) any other action which NoodleTools, Inc. deems to be appropriate.

If your subscription(s) with or ability to access NoodleTools and/or any other service provided to you by NoodleTools, Inc. is discontinued by NoodleTools, Inc. due to your violation of any portion of these Terms of Service or for conduct otherwise inappropriate for the community of NoodleTools, then you agree that you shall not attempt to re-register with or access NoodleTools, and/or any other

service provided by NoodleTools, Inc., through use of a different member name or otherwise. In the event that you violate the immediately preceding sentence, NoodleTools, Inc. reserves the right, in its sole discretion, to immediately take any or all of the actions set forth in subsections (ii), (iii), (iv), (v) and (vi) above without any notice or warning to you.

14. Miscellaneous

In the event that any provision of the Terms of Service conflicts with the law under which the Terms of Service are to be construed or if any such provisions are held invalid by a court with jurisdiction over the parties to the Terms of Service, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Service will remain in full force and effect.

The failure of either party to insist upon or enforce strict performance by the other party of any provision of the Terms of Service or to exercise any right under the Terms of Service will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same will be and remain in full force and effect.

NoodleTools, Inc. may assign its rights and obligations under these Terms of Service and upon such assignment NoodleTools, Inc. may be relieved of any further obligation hereunder.

You represent to NoodleTools, Inc. that you have the authority to register with or visit NoodleTools according to these Terms of Service.

These Terms of Service and any Additional Terms (as such terms shall be identified when posted on NoodleTools) constitute the entire understanding between the parties as to the subject matter hereof, and supersede all prior agreements and understandings. Any legally unenforceable provision of these Terms of Service will, at the election of NoodleTools, Inc., be deleted or modified to correct the defect and, regardless, the remainder of the terms of these Terms of Service will remain valid and enforceable.

NoodleTools, Inc. reserves the right to charge fees, surcharges and/or membership fees at any time.

Legal

All content, images, and tools contained in the NoodleTools website are copyright NoodleTools, Inc. The content presented herein may not under any circumstances be distributed in any way or form without prior written permission from NoodleTools, Inc.

The NoodleTools website is provided on an “AS IS, AS AVAILABLE” basis. NoodleTools, Inc. makes no guarantee of availability of the services and will not be held responsible for data loss or interruption of service of any kind.

Users of the NoodleTools website must agree to the Terms of Service in order to use any of the free or subscription tools on the site.

Privacy Policy

NoodleTools, Inc. Privacy Policy

Last updated: May 25, 2018

The NoodleTools Platform — An Educational Service that is Truly Private

NoodleTools is designed as a private and secure teaching and learning space for schools and students. This Privacy Policy describes our stringent policies for protecting personal information in clear language that you – as an administrator, teacher, parent or student – can understand.

- ▶ We do not collect or store any personally identifiable information from children under 13, other than for the specific requirement described in the “Third-Party Authentication Systems” section of this Privacy Policy.
- ▶ We do not collect, maintain, use or share personal information beyond what is necessary for authorized educational/school or legal purposes.
- ▶ We will never sell any personal information to any third party.
- ▶ There is no tracking of any personal information for third-party or marketing purposes on NoodleTools.
- ▶ We will never expose any student, teacher, or other user of NoodleTools to any third-party advertisements on our site.
- ▶ NoodleTools, Inc. complies with all applicable federal and state data privacy laws including the Children’s Online Privacy Protection Act (“COPPA”) and the Family Educational and Privacy Rights Act (“FERPA”).
- ▶ For EU subscribers, NoodleTools, Inc. complies with the EU-U.S. Privacy Shield Framework, the Swiss-U.S. Privacy Shield Framework, and the General Data Protection Regulation (GDPR) for the protection of personal data and digital privacy.

Scope of this Privacy Policy

This Privacy Policy applies to all parts of the NoodleTools service (“Service”), as follows:

- ▶ “NoodleTools,” our online research management platform for students and teachers.
- ▶ “NoodleTools Companion,” our iOS and Android mobile application for NoodleTools subscribers.
- ▶ The G Suite for Education NoodleTools app allowing schools to implement single-sign-on.
- ▶ “Have a Question?” our email-based expert help service for users with research questions.

By using the Service, you acknowledge that you accept and agree to this Privacy Policy.

For any material changes that we may make to this Privacy Policy in the future, all subscribers will be promptly informed via notification on the NoodleTools homepage. Individual subscribers and school account administrators will also be notified of any significant change to this policy via email. Lastly, the “Last Updated” date above will be updated.

Guiding Principles for Student/User Privacy

For any Site subscribing to NoodleTools, we follow these guiding principles related to identifiable personal information and privacy:

1. NoodleTools, Inc. upholds COPPA, FERPA, EU-U.S. Privacy Shield Framework, Swiss-U.S. Privacy Shield Framework, General Data Protection Regulation (GDPR) and related regulations.
2. For any student accessing NoodleTools from a K12 Site subscription, neither name nor email address nor other personally identifiable information is required for a student to create personal folders or otherwise use NoodleTools or NoodleTools Companion. Our commitment to COPPA and the protection of children under 13 thus extends beyond the COPPA requirement and to all K12 students at a Site, regardless of age.
3. Within the NoodleTools classroom environment, a student is identifiable by a screen name or name of choice. For children under 13, the prompt for this screen name specifically instructs them to supply only a first name and last initial.

4. For group work, a teacher or classroom peers may not access any student's folder for purposes of viewing and providing feedback unless the student expressly provides that permission. Our guiding principle is that the student is the owner and author of his or her work, and thus must grant permission allowing a teacher or peer to gain a view into that work.
5. Students and teachers can only provide access to their folders on a Project-by-Project basis with those within the private and limited scope of the Site, and not beyond.

For any Individual subscribing personally to NoodleTools (i.e. not through a school or university Site subscription), we follow these guiding principles related to identifiable personal information and privacy.

1. Your name and email address collected at registration are associated with your account, for purposes of password reset.
2. Students under 13 are expressly requested to obtain parental permission before signing up for an Individual NoodleTools account. (Since Individual accounts are primarily subscribed by university students and scholars, it is infrequent that a young child under 13 would seek access to NoodleTools on an individual basis.)
3. Projects created in Individual accounts are not shareable or viewable by any other person.

Collection and Processing of Personal Information (PII)

Any Personal Information collected and processed by NoodleTools will always be done so with the consent of its users and for the specific purposes outlined below, which are necessary for the operations of the Service.

INFORMATION NECESSARY TO SUBSCRIBE

There are two types of subscribers to our Service. A "Site Subscriber" is typically a school, school library, district, state, university, or consortium using the classroom version of NoodleTools. An "Individual Subscriber" is a single person – typically a scholar or a university or graduate student – who uses the non-classroom version of NoodleTools for independent research.

When either a Site or Individual subscribes to NoodleTools, we collect only the minimal pieces of information that we need for subscription registration and billing purposes. Usernames, passwords, and IP addresses collected for the purpose of site-access authentication are held in the strictest confidence.

NoodleTools, Inc. is the sole owner of any information collected for subscription purposes. We will not sell, share, or distribute this information in any way, or use it for any other purpose than for site access authentication and subscription/renewal processes. Such collected information may be provided to an entity that purchases all or substantially all of the business or assets of NoodleTools, Inc. through a merger, financing, acquisition, or bankruptcy transaction or proceeding (“Successor Entity”), assuming that the Successor Entity has data privacy principles that are consistent with the principles described in this Privacy Policy.

For Site accounts, payment may be made by physical check, wire/ACH, or credit card. No credit card or other payment information is stored in our database, nor kept in any electronic or paper version.

For Individual accounts, payment is made through an external payment services and we do not see or handle the credit card or payment information. Pursuant to COPPA, for children under 13 requesting an individual account, there is specific language on our submission form counseling the child to obtain parental permission, and have the parent complete the credit card payment.

ONE-TIME USE OF EMAIL

Under the “Limited Exceptions to COPPA’s Verifiable Parental Consent Requirement,” when a student working in NoodleTools uses the function to email their work to themselves or another person, the email address is used in a one-time manner for that purpose.

WITHHOLDING PERSONAL INFORMATION

In situations where Personal Information is collected, if you choose to withhold any personal data requested by us, it may not be possible for you to gain access to certain parts of the site or for us to respond to your queries.

PASSIVE INFORMATION COLLECTION TECHNOLOGIES FOR INTERNAL OPERATIONS

Some Privacy Frameworks like GDPR consider IP address logs to constitute personal information. Thus, no identifiers are ever used except for to provide support for our internal operations, site and service. Furthermore, IP addresses are never shared with any third parties. In order to compile usage statistics for subscribing organizations, we also record the date and time that users access the Service, and from what IP address they log in.

Cookies

Certain information is stored by NoodleTools using session and persistent cookies. Those cookies are used for the express and limited purpose of maintaining the user's active session and login preferences, and to customize the user's experience within NoodleTools.

You can control whether or not cookies are allowed through your browser. If you choose to disable cookies, it may limit use of certain features or functions of the website and/or NoodleTools platform.

External Links and Third-Party Integrations

No ads are served from the NoodleTools website or Service, but many NoodleTools pages do contain links to other websites. There is no exchange of personal information by NoodleTools to any external service or website.

When a user asks a citation question via the "Have a Question?" link in NoodleTools or submits a ticket through our Help Desk, an email address is used on a one-time basis to respond to that query. Both "Have a Question?" and the Help Desk are facilitated through [FreshDesk](#). In addition to FreshDesk's standard privacy policy, NoodleTools, Inc. has entered into a separate stringent agreement with FreshDesk regarding data privacy and security of NoodleTools user data.

NoodleTools can connect to Google Docs or Word Online through APIs, if a student wishes to export citations and notecards to those services. If the user is not already authenticating through one of those services, NoodleTools prompts for the user's G Suite or Office 365 ID to facilitate this integration, and that ID is not used by NoodleTools for any other purpose.

Third-Party Authentication Systems (G Suite, Office 365, Clever)

Third-party authentication systems may provide passive access to student personal information that NoodleTools, Inc. does not access or store due to our own stringent privacy policy. For example, if a school shares data through Clever with NoodleTools, students' gender and date of birth are included, but that information is not used or stored in the NoodleTools database. The only user information stored is name and email address, and those are used solely for authentication purposes. If you decide to use G Suite, Office 365, or Clever Authentication Services for access to NoodleTools, it shall be consistent with this Privacy Policy.

Please be aware that NoodleTools, Inc. is not responsible for the privacy or data security practices of any other website or service. We encourage our users to be aware when they leave our site and to read the privacy policies and terms of service of all websites that they visit. This Privacy Policy applies solely to information collected by NoodleTools. The use of all external services or websites are at your own risk, regardless of whether such services are linked or connected to NoodleTools, and NoodleTools, Inc. shall have no liability related to the use of any external service or website.

Our Security Practices

NoodleTools, Inc. maintains a security program that is designed to protect the security, privacy, confidentiality and integrity of the student personal information against risks such as unauthorized access or use, or unintended or inappropriate disclosure. Our data is stored in the United States with robust digital and procedural safeguards in place to protect your personal information. All passwords are securely encrypted within our database, which has daily backups and is protected by SSH and a firewall. All actions that involve the digital transmission of personal data are handled by 256-bit SSL encryption.

As previously noted, the Service has minimal collection of personal information, and minimal integration with services that could cause any unintended transference of personal information. If you have any questions about the security at our website, you can contact us via the [NoodleTools Help Desk](#).

Data Retention, Destruction, Correction

To the extent allowed by applicable law, NoodleTools, Inc. retains personally identifiable information provided by you after the termination of your relationship with us. This is done to allow

an individual, school or district to renew a subscription that had previously expired, without any loss of the work done by students and teachers within that account. If a K12 Site requests that NoodleTools delete or destroy personally identifiable student information after the termination of its relationship with us, we will take commercially reasonable efforts to do so within 60 days; provided, however, that NoodleTools, Inc. may retain aggregated and anonymized data.

If a parent, student, principal, or teaching staff member would like to make corrections to data that has been collected they can either submit a request to the [NoodleTools Help Desk](#) or submit a letter to the following address: NoodleTools, Inc., PO Box 60214, Palo Alto, CA 94306.

International Compliance

EU & SWISS PRIVACY SHIELD

NoodleTools, Inc. is compliant and certified with the EU-U.S. Privacy Shield Framework and the Swiss-U.S. Privacy Shield Framework. We are committed to subjecting all personal data received from European Union (EU) member countries and Switzerland, respectively, in reliance on each Privacy Shield Framework, to the Framework's applicable principles. To learn more about the Privacy Shield Frameworks, and to view our certification, visit the U.S. Department of Commerce's [Privacy Shield site](#) or download this PDF of a [Privacy Shield overview](#).

Under the Privacy Shield frameworks, NoodleTools, Inc. is responsible for processing the personal data it receives, under each Privacy Shield Framework, as well as transfers to a third party acting as an agent on its behalf. NoodleTools, Inc. complies with the Privacy Shield principles for all onward transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions.

With respect to personal data received or transferred pursuant to the Privacy Shield frameworks, NoodleTools, Inc. is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission (for issues pertaining to Privacy Shield). In situations where public authorities make lawful requests for information, such as to meet national security or law enforcement requirements, NoodleTools, Inc. may be required to disclose personal data.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact JAMS, our U.S.-based, third-party dispute resolution provider (free of charge) at <https://www.jamsadr.com/eu-us-privacy-shield>.

As more fully described on the [Privacy Shield website](#), you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

GENERAL DATA PROTECTION REGULATION (GDPR)

We meet the privacy requirements of all EU members. All technical and procedural measures are in place to protect personally identifying information.

Under GDPR, NoodleTools, Inc. stands behind your fundamental rights regarding how we will collect, use and store data:

1. We strive to be transparent and inform you in how we use personal data.
2. Users of NoodleTools shall have the right to know exactly what information is held about them and how it is processed, and are entitled to have personal data rectified if it is inaccurate or incomplete, or deleted if so requested.
3. With respect to personal information, we respect the right for subscribers to block or suppress its processing.
4. Users of NoodleTools have the right to retain and reuse their personal data for their own purpose.
5. Personal data is not used for the purpose of direct marketing, scientific and historical research, or the performance of tasks outside the scope of operation of the NoodleTools platform.

DATA PROTECTION AND CONTROL

NoodleTools, Inc. processes Personal Data as both a Processor and as a Controller, as defined in the EU Directive and the GDPR. NoodleTools, Inc. has a “Data Protection Officer” who is responsible for matters related to privacy and data protection. The Data Protection Officer is Damon Abilock, who can be reached per the contact information listed at the bottom of this agreement.

EU PERSONAL DATA: DATA PROCESSING ADDENDUM

With respect to the processing of personal data relating to data subjects located in the European Economic Area (including the United Kingdom as of the Effective Date of this Privacy Policy) by NoodleTools, Inc. solely on behalf of the End Customer, the terms of the [Data Processing Addendum](#) shall apply.

Terms of Service

This Privacy Policy is incorporated into our [Terms of Service](#) and is part of that contractual agreement between you (the user) and NoodleTools, Inc. and is enforceable under the provisions of that Terms of Service, as updated or amended from time to time.

Contact

For any questions regarding this Privacy Policy, please contact:

Damon Abilock, President

PO Box 60214

Palo Alto, CA 94306

650-561-4071