

## **Noetic Terms of Service**

These terms of use are a binding agreement between you and Noetic Series, LLC (hereinafter, "Noetic")

### **1. Your Acceptance**

By using or visiting the Noetic website or any Noetic products, software, data feeds, and services provided to you on, from, or through the Noetic website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Noetic 's Privacy Policy, found at <https://noetic.online> and incorporated herein by reference, and (3) Noetic 's Community Guidelines, found at <https://noetic.online> and also incorporated herein by reference. If you do not agree to any of these terms, the Noetic Privacy Policy, or the Community Guidelines, please do not use the Service.

Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version (<https://noetic.online>). Noetic may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

### **2. Service**

These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of Noetic, including but not limited to all products, software and services offered via the Noetic website and applications.

The Service may contain links to third party websites that are not owned or controlled by Noetic. Noetic has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, Noetic will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve Noetic from any and all liability arising from your use of any third-party website.

Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

### **3. Noetic Accounts**

In order to access some features of the Service, you will have to create a Noetic Account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify Noetic immediately of any breach of security or unauthorized use of your account.

Although Noetic will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Noetic or others due to such unauthorized use.

If we disable your account, you will not create another one without our permission.

You will not use the Service if you are under 13.

If you select a username or similar identifier for your account, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

### **4. General Use of the Service—Permissions and Restrictions**

Noetic hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

You agree not to distribute in any medium any part of the Service or the Content without Noetic's prior written authorization, unless Noetic makes available the means for such distribution through functionality offered by the Service (such as an Embeddable Player).

You agree not to alter or modify any part of the Service.

You agree not to access Content through any technology or means other than the video playback pages of the Service itself or other explicitly authorized means Noetic may designate.

You agree not to use the Service for any of the following commercial uses unless you obtain Noetic's prior written approval:

the sale of access to the Service;

the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or

the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from Noetic appears on the same page and is of sufficient value to be the basis for such sales.

Prohibited commercial uses do not include:

uploading an original video, presentation and/or lesson to Noetic, to promote your business; showing Noetic videos through an Embeddable Player on an ad-enabled blog or website, subject to the advertising restrictions set forth above in Section 4.D; or any use that Noetic expressly authorizes in writing.

If you use an Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player, including but not limited to links back to the Noetic website.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the Noetic servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, Noetic grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Noetic reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.

If you download or use Noetic software, such as an app or a browser plugin, you agree that from time to time, the software may download and install upgrades, updates and additional features from Noetic in order to improve, enhance, and further develop the software. You will not modify, create derivative works of, decompile, or otherwise attempt to extract source code from Noetic, unless you are expressly permitted to do so under an open source license, or Noetic gives you express written permission.

In your use of the Service, you will comply with all applicable laws.

Users and non-users who interact with the Service outside the United States consent to having their personal data transferred to and processed in the United States. Users located in a

country embargoed by the United States, or who are on the U.S. Treasury Department's list of Specially Designated Nationals, will not engage in commercial activities on the Service (such as advertising or payments). You will not use the Service if you are prohibited from receiving products, services, or software originating from the United States.

Noetic reserves the right to discontinue any aspect of the Service at any time.

## **5. Your Use of Content**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to Noetic, subject to copyright and other intellectual property rights under the law.

Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by Noetic on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of Noetic or the respective licensors of the Content. Noetic and its licensors reserve all rights not expressly granted in and to the Service and the Content.

You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.

You understand that when using the Service, you will be exposed to Content from a variety of sources, and that Noetic is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Noetic with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless Noetic, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

## **6. Your Content and Conduct**

As a Noetic account holder you may submit Content to the Service, including videos and user comments. You understand that Noetic does not guarantee any confidentiality with respect to any Content you submit.

You understand that Noetic may use your feedback or suggestions without any obligation to compensate you for them (just as you have no obligation to offer them).

You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to Noetic all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.

For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to Noetic, you hereby grant Noetic a worldwide, non-exclusive, royalty-free, sub-licenseable and transferable license to use, reproduce, distribute, prepare derivative works of,

display, and perform the Content in connection with the Service and Noetic's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that Noetic may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.

You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Noetic all of the license rights granted herein.

You will not use Noetic's copyrights or Trademarks or any confusingly similar marks, except as expressly permitted by our published policies or with our prior written permission.

You further agree that you will not submit to the Service any Content or other material that is contrary to the Noetic Community Guidelines, currently found at <https://noetic.online>, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations. You will not bully, intimidate, or harass any user, do anything that could disable, overburden, or impair the proper working or appearance of the Service, such as a denial of service attack or interference with page rendering or other functionality, or facilitate or encourage any violations of these Terms or any other published policies of Noetic. Noetic does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and Noetic expressly disclaims any and all liability in connection with Content. Noetic does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and Noetic will remove all Content if properly notified that such Content infringes on another's intellectual property rights. Noetic reserves the right to remove Content without prior notice.

## **7. Account Termination Policy**

Noetic will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer, for example If the user repeatedly infringes other people's intellectual property rights.

Noetic reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. Noetic may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

If a user violates the letter or spirit of these Terms, or otherwise creates risk or possible legal exposure for Noetic, Noetic reserves the right to stop providing all or part of the Service to that user, and/or to terminate that user's account. Noetic will notify such a user by email or at the next time the user attempts to access its account. Users may also delete their accounts at any time.

## **8. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;

Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may direct copyright infringement notifications to Noetic's DMCA Contact. For clarity, only DMCA notices should go to Noetic's DMCA Contact; any other feedback, comments, requests for technical support, and other communications should be directed to Noetic customer service. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to Noetic's DMCA Contact: Your physical or electronic signature;

Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;

A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and

Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Fairfax, Virginia, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Noetic may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Noetic's sole discretion.

## **9. Warranty Disclaimer**

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, NOETIC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. NOETIC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. NOETIC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND NOETIC WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **10. Limitation of Liability**

IN NO EVENT SHALL NOETIC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT NOETIC SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by Noetic from its facilities in the United States of America. Noetic makes no representations that the Service is appropriate or available for use in

other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

### **11. Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Noetic and its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

### **12. Ability to Accept Terms of Service**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13.

### **13. Assignment**

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Noetic without restriction.

### **14. General**

You agree that: (i) the Service shall be deemed solely based in Virginia; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over Noetic, either specific or general, in jurisdictions other than Virginia. These Terms of Service shall be governed by the internal substantive laws of the Commonwealth of Virginia, without respect to its conflict of laws principles. Any claim or dispute between you and Noetic that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Fairfax County, Virginia. These Terms of Service, together with the Privacy Notice at <https://X> and any other legal notices published by Noetic on the Service, shall constitute the entire agreement between you and Noetic concerning the Service, and supersede any prior agreements. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and Noetic's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. Noetic reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. Nothing in this Statement shall prevent Noetic from complying with the law. This Statement does not confer any third party beneficiary rights. Noetic reserves all rights not expressly granted to you. You will comply with all applicable laws when using or accessing the Service. YOU AND NOETIC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **Privacy Policy**

Our Privacy Policy applies to all of the services offered by Noetic. Our Privacy Policy does not apply to services offered by other companies or individuals, including other sites linked from our services or other companies or organizations who advertise our services.

### **1. Information we collect**

We may collect various kinds of information from or about you, including:

A. Things you do, information you provide. We may collect content and other information you provide when you use our services, including when you sign up for an account, upload content, and message or communicate with others. This can include information in or about the content you provide, such as the location of a video or the date it was created. We may also collect information about how you use our services, such as search queries, the types of content you view or engage with or the frequency and duration of your activities.

B. Things others do, information they provide. We also may collect content and information that other people provide when they use our services, including information about you, such as when they send a message to you.

C. Your connections and interactions. We may collect information about people and groups you are connected to and how you interact with them, such as the people you communicate with the most or the subject matter of content you view.

D. Payment Information. If you use our services for purchases or other financial transactions, we may collect information about the purchases or transactions, including your payment information, such as your credit or debit card number and other card information, and other account and authentication information, as well as billing, shipping and contact details.

E. Device information. We may collect information from or about the computers, phones, or other devices you use to access our services. We may link the information we collect from your different devices, to help us provide consistent services across your devices. Examples of information which may be collected include operating system, hardware version, device settings, file and software names and types, battery and signal strength, and device identifiers, device locations, such as through GPS, Bluetooth, or WiFi signals, connection information such as your mobile operator or ISP, browser type, language and time zone, mobile phone number and IP address, and device event information such as crashes, system activity, hardware settings, browser type, browser language, the date and time of your request and referral URL.

### **2. Our use of this information**

A. We use collected information to improve our services. For example, we may deliver our services, personalize content, and make suggestions for you by using this information to understand how you use and interact with our services and the people and content you're interested in.

B. We may also use information we have to provide shortcuts and suggestions to you. When we have location information, we may use it to tailor our services for you and others. We may conduct surveys and research, test features in development, and analyze the information we have to evaluate and improve products and services, develop new products or features, and conduct audits and troubleshooting activities.



C. We may use your information to send you marketing communications, communicate with you about our services and let you know about our policies and terms. We also may use your information to respond to you when you contact us. We may use records of your communications to resolve any issues you may be having and to inform you about changes or improvements to our services.

D. We may use the information we have to improve our advertising systems so we can show you relevant ads and measure the effectiveness and reach of ads and services.

E. We may use the information we have to help verify accounts and activity, and to promote safety and security, such as by investigating suspicious activity or violations of our terms or policies.

F. We may use cookies and similar technologies to collect and store information when you use our services, including browser and device identification, and to provide and support our services and each of the uses outlined and described in this section of our policy. We may use information collected from cookies and other technologies to improve your user experience and the overall quality of our services, for example to retain and apply your personal preferences consistently over time.

G. We may retain residual copies and backups of your information even after you delete it from our service.

H. We may process personal information on servers in any country in the world, any may process your personal information on a server located outside the country where you live.

### **3. How we share this information**

A. Information in your public profile, or that you share in a publicly available portion of our website or application, is available to anyone on or off our services and may be seen or accessed through online search engines, APIs, and offline media.

B. We may work with third party companies to help us provide and improve our services or who use advertising or related products.

C. Here are types of third parties we can share information with about you:

**Advertising, Measurement and Analytics** We may use information we have about you to show you relevant ads. We may provide advertising, measurement or analytics partners with information about the reach and effectiveness of their advertising without providing information that personally identifies you, or if we have aggregated the information so that it does not personally identify you. For example, we may tell an advertiser how its ads performed, or how many people viewed their ads or installed an app after seeing an ad, or provide non-personally identifying demographic information to these partners to help them understand their audience or customers.

**Content Providers** We may share non-personally-identifying information with current or prospective content providers, for example to show trends and levels of use of our services, to show the demographics and interests of the existing audience for content, etc.

**Vendors, service providers** We may transfer information to vendors, service providers, and others who support our business, such as by providing technical services, analyzing how our services are used, measuring the effectiveness of ads and services, providing customer service, facilitating payments, or conducting academic research and surveys.

#### **4. Legal and other issues**

We may access, preserve and share your information in response to a legal request if we have a good faith belief that the law requires us to do so. We may also access, preserve and/or share information when we have a good faith belief it is necessary to detect, prevent and address illegal activity or to address security or technical issues, to protect the rights, safety or property of ourselves, you and others, including as part of investigations, or to enforce our Terms of Use. Information we receive about you, including financial transaction data related to purchases made with Noetic, may be accessed, processed and retained for an extended period of time when it is the subject of a legal request or obligation, governmental investigation, or investigations concerning possible violations of our terms or policies, or otherwise to prevent harm. We also may retain information from accounts disabled for violations of our terms for at least a year to prevent repeat abuse or other violations of our terms.

#### **5. Changes to these policies**

Our Privacy Policy may change from time to time. We will post any privacy policy changes on this page.

#### **6. Contact Noetic with questions**

If you have questions about our privacy policy, contact us at [help@noetic.online](mailto:help@noetic.online)

#### **Community Guidelines**

We at Noetic strongly believe in the free exchange of ideas and the right to express and debate controversial opinions. Our services were created for learning about and discussing thought-provoking academic topics, and we expect and hope that users will have differences of opinion on many subjects.

However, we encourage civility and insist that all users of our services behave in a respectful manner towards other users. As a private entity, we retain the complete and sole right to determine what discourse and content is permitted on our website and services. We may remove any content from our website and services at any time and for any reason, in our discretion, and may take whatever further actions we deem necessary to ensure an appropriate and respectful environment, including banning and/or censoring users who violate these community guidelines. We also may restrict access to certain content based on age, or put an age-appropriateness label on certain content.

In particular, we may remove or take other action against content that, for example:

- Bullies or harasses
- Is pornographic
- Promotes hatred against others on the basis of race, religion, disability, gender, age, or sexual orientation
- Impersonates another user or person
- Contains a threat of violence against a person
- Sexualizes minors
- Contains extreme violence
- Incites illegal and/or dangerous activities
- Is spam or a scam or other fraud
- Is intended to blackmail or extort another user or person
- Encourages violations of our Terms of Use

- Infringes another user or person's intellectual property rights, including trademark rights or copyrights
- Defames another person
- Violates a court order or other legal requirement
- Encourages or promotes self-injury

If you have any questions about the appropriateness of certain content, you may screen it with us prior to uploading by sending to [help@noetic.online](mailto:help@noetic.online). However, we reserve the right to reverse our position even after providing preliminary guidance as to the suitability of given content.

We strive to take into account the full context of all content, and provide no guarantee of consistency in decisions relating to similar content.

### **Addendum to: Privacy Policy & Community Guidelines**

Noetic aims to provide an environment, where ideas and images may be discussed freely. The administrators of Noetic will never share non-public domain images or audio without expressed written consent of the copyright holders. Given the scope of our platform, without costly totalitarian oversight, we cannot regulate everything shared on Noetic. All images that are shared on Noetic ought to be public domain or are images that you are prepared to share with the internet at large. If you are unsure about the legal status of an image you are sharing, check first to be certain it is public domain. If we get a complaint from the copyright holder of a posted image, the responsibility falls upon the user who uploaded the image. The image will be promptly removed and your account will be subject to further restrictions, such as suspension and banning.

If the legal authorities contact Luke Johnson about illegal activities occurring on the Noetic platform, Luke will fully cooperate with the authorities. This may involve allowing access to your messages and other "private" data. Noetic will always strive to be a safe place for students and educators. We will not search your personal data unless prompted from external authorities. Noetic, in all other scenarios, will respect your right to privacy.

The administrator retains a broad right to delete the content and users that violate the atmosphere of respect established on the website and app. At the discretion of the administrator, if conflict occurs, the administrator will review the content and decide to ban the user in question or take other measures.

Noetic strives to be a bastion of free speech, but we ask that you express your thoughts without angrily cursing or denigrating anyone else on the platform. If this is a persistent problem and reports are made to the administrator, we reserve the right to limit your action on the platform or ban you.