GDG Program - Terms & Conditions

We are excited to have you as a GDG organizer and are looking forward to collaborating with you.

Please read through the following list of do's and don'ts. Before you officially are recognized as a GDG co-organizer, you, the individual who completes this form, will need to review and agree to the following terms and conditions of the GDG Program. We will use any information that you provide to us in connection with the GDG Program in accordance with Google's Privacy Policy [http://www.google.com/policies/privacy/]

YOU AGREE NOT TO:

- violate the terms of the Confidentiality Agreement you sign with Google (included in the next section of this document/form);
- make any untrue statements or representations about Google or any of Google's products or services;
- make any statements on behalf of Google or any Google company. You should ensure that any opinions you express are clearly stated as being your own and not those of Google;
- make any statements or representations in the course of your activities as a GDG organizer that are in Google's sole opinion misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to Google;
- misrepresent the purpose of the GDG program, how the program functions or your role as a GDG organizer;
- claim to be an active participant of the program if you are no longer a member of the program

YOU AGREE that as a GDG organizer:

- that your participation in the program is completely voluntary.
- that Google may immediately exit any organizers from the GDG program for any reason; organizers may also exit the GDG program at any time;
- that you **do not** have a partnership, agency or employer-employee relationship with Google or any Google entity.
- that you are not and will not be entitled to any compensation, options, stock or other rights or benefits accorded to Google employees; and you waive any right to them and promise never to claim them.
- when promoting or speaking about the GDG Program (in person or online), always mention your connection with the Program.
- that Google may change the terms or scope of this program at any time for any reason.
- to let Google use any information that you provide to it in connection with the GDG program in accordance with Google's Privacy Policy [http://www.google.com/policies/privacy/] and you agree that we may display any information that you provide to us on Google websites.
- to follow our branding and community Code of Conduct guidelines

GDG Program Confidentiality Agreement

In order to participate in the GDG Program as an Organizer, you understand and agree to this Confidentiality Agreement (the "Agreement"):

- **1.** This Agreement is effective on the date you accept it.
- **2.** As part of your participation in the Program, you may disclose to Google, or Google may disclose to you, information considered confidential ("Confidential Information").
- **3.** The one who receives the Confidential Information may use it only for the intended purpose for which it was disclosed ("Purpose"). The one receiving the Confidential Information must use a reasonable degree of care to protect it and to prevent its unauthorized use or disclosure. Google may share Confidential Information with its employees, directors, agents or third party contractors who need to know it and if they have agreed to keep the information confidential. However, you may not share Confidential Information.
- **4.** Confidential Information does not include information that: (a) was known to the one who received it before it was disclosed; (b) is publicly available; (c) was rightfully received from a third party without a duty of confidentiality; or (d) was independently developed by the recipient. You or Google may disclose Confidential Information when compelled to do so by law if it provides reasonable prior notice to the other, unless a court orders that the other party not be given notice.
- **5.** Either you or Google may terminate this Agreement with thirty days prior written notice (email is OK), but this Agreement's provisions will survive as to Confidential Information disclosed before termination.
- **6.** Unless otherwise agreed in writing, the duty to protect Confidential Information expires five years from disclosure.
- 7. This Agreement imposes no obligation to proceed with this voluntary Program.
- **8.** You and Google do not acquire any intellectual property rights under this Agreement.
- **9.** This Agreement is not assignable or transferable by either party without the prior written consent of the other party.
- **10.** This Agreement is the parties' entire agreement on this topic, superseding any prior or contemporaneous agreements. Any amendments must be in writing. Failure to enforce any of provisions of this Agreement will not constitute a waiver.
- **11.** This Agreement is governed by the laws of the State of California, excluding its conflict-of-laws principles. The exclusive venue for any dispute relating to this Agreement shall be Santa Clara County, California.

By signing this document, you acknowledge and agree to the above Terms & Conditions and the Confidentiality Terms as part of the GDG program.

Signature: Jose Mutabayi
Name: MUTABAZI JOSUE

Email Address: mutabazijosue1@gmail.com

Date: 8/14/2019