

NDA (suppliers)

Definitions

“Agreement”: the combined terms of service, guidelines, policies and other documents referenced herein.

“Material”: any document or tangible object.

“Information”: all information disclosed directly or indirectly in writing, orally or by inspection.

“We” or “Us” or “lingoowl”: lingoowl as a company, its representatives and any subsidiaries.

“You” or “Customer”: you as a person or the company or legal entity you represent.

“Service”: all lingoowl websites, platforms, related technology and offered services.

“Order”: any order for services created by a customer and accepted by lingoowl.

“Offer”: the terms proposed by a supplier for a specific order.

1 Purpose

1.1 This Agreement applies to all Materials and other Information provided by Us to You, that We require You to keep confidential. All deviations from the Agreement are only valid with lingoowl’s prior written consent.

2 Confidential information

2.1 Definition: “Confidential Information”, means any Information disclosed by Us to You either directly or indirectly, whether or not designated as “confidential” at the time of disclosure. Confidential Information may also include Information of a third party that is disclosed to You under this Agreement.

2.2 Exception: Information is not considered “confidential” if;

- it was publicly known or made generally available without any obligation of confidentiality prior to the time of lingoowl's disclosure to You;
- it becomes publicly known or made generally available without any obligation of confidentiality after lingoowl's disclosure to You through no action or inaction of You, or;
- it is in your rightful possession without any obligations of confidentiality at the time of disclosure by Us to You.

2.3 Compelled disclosure: If You become legally compelled to disclose any confidential Information, You will notify Us in writing with no delay and will assist Us in seeking a protective order or another appropriate remedy. You agree to only provide the portion of the confidential Information that is legally required to be disclosed, on the condition that any confidential Information will keep its confidentiality protection for all purposes other than such legally compelled disclosure.

3 Nonuse and nondisclosure

3.1 You agree not to use any confidential Information for any purpose except to evaluate and engage in the performance of Services related to an Order or Offer.

3.2 You agree not to disclose any confidential Information or permit any confidential Information to be disclosed, either directly or indirectly, to any third party without lingoowl's prior written consent.

3.3 You may only disclose confidential Information to those parties who are required to have the Information in order for You to evaluate or engage in the performance of Services, under the condition that such party has signed a nonuse and nondisclosure agreement in content at least as protective as this Agreement, prior to any disclosure of confidential Information.

4 Confidentiality

4.1 You are required to take all reasonable measures to protect confidentiality of and avoid disclosure and unauthorised use of the confidential Information.

4.2 Without limitation, You are required to take at least those measures You employ to protect your own most highly confidential Information.

4.3 You agree not to make any copies of the confidential Information without lingoowl's prior written consent. Any such authorized copies are under the same protection as the original and it is your responsibility to reproduce lingoowl's proprietary rights notice as set forth in or on the original.

4.4 You must notify Us in writing with no delay of any unauthorised use or disclosure, or suspected unauthorised use or disclosure, of confidential Information.

5 Obligation

5.1 Nothing in this Agreement obligates Us or You to proceed with any transaction.

5.2 Nothing in this Agreement restricts lingoowl's use or disclosure of its own confidential Information.

6 Warranties

6.1 Except as represented in this agreement, all Services are provided "AS IS". Other than as provided in this agreement, We make no other warranties, express or implied, regarding the accuracy, completeness or performance of any confidential Information, or non-infringement or other violation of any intellectual property rights of a third party or of You.

7 Materials

7.1 All Materials containing or representing confidential Information and all copies or extracts thereof or notes derived therefrom that are in the possession or control of You, remain the property of lingoowl. Any and all Materials must be returned to Us or destroyed (with proof of destruction) with no delay, each upon lingoowl's request.

8 Intellectual property rights

8.1 Nothing in this Agreement is intended to grant You any rights under any intellectual property right of lingoowl, nor grant You any rights in or to confidential Information except as expressly set forth in this Agreement.

9 Term

9.1 Your obligations under this Agreement survive until the earlier of;

- two years following the date that You discontinues the performance of Services related to an Order or Offer, or;
- until such time as all confidential Information disclosed hereunder qualifies as any of the exceptions set forth in Section 2.2.

10 Remedy

10.1 You agree that any violation or threatened violation of this Agreement will cause irreparable injury to lingoowl, entitling Us to obtain injunctive relief in addition to all legal remedies without showing or proving any actual damage and without any bond required to be posted.

11 Information

11.1 We do not wish to receive any confidential Information from You, and We assume no obligation, either expressed or implied, with respect to any Information disclosed by You to Us. Any ideas, suggestions, guidance or other Information disclosed by You related to the confidential Information and any intellectual property rights will be collectively deemed "feedback". By entering into this Agreement, You grant Us a nonexclusive, perpetual, irrevocable, royalty-free and worldwide license to use such feedback without restriction.

12 General terms

12.1 This Agreement is governed by Danish Law.

12.2 We may modify this Agreement at any time. You are responsible for acquiring updates. In case You do not agree to the modified terms for any or all Services, You should discontinue your use of that or those Services.

12.3 In case of conflict between the terms in this Agreement and an Order, the Order will control for that conflict.

12.4 Lack of immediate action from Us for failure to comply with this Agreement, does not indicate renunciation of right or intend to seek future action.

12.5 In case of a particular term being unenforceable or becoming inapplicable, this will not affect the remaining part of this Agreement.

12.6 You are not entitled to assign, transfer, or delegate any part of this Agreement without lingoowl's prior written consent. We may assign, transfer, or delegate any portion of this Agreement with or without notice to You. Your attempt to assign, transfer, or delegate this Agreement without lingoowl's consent will be invalid.