

Non-Disclosure Agreement

This Non-Disclosure Agreement (the "Agreement") is entered into between Social AI ("Disclosing Party") and the user of the website and proprietary technology belonging to Social AI ("Receiving Party").

1. Definition of Confidential Information

Confidential Information includes, but is not limited to, any and all information provided by the Disclosing Party to the Receiving Party through the website, including but not limited to:

- Proprietary software and algorithms
- User data and analytics
- Business strategies and plans
- Financial information
- Technical specifications and designs
- Any other information marked as confidential or that should reasonably be understood to be confidential
- **2. Obligations of the Receiving Party**

The Receiving Party agrees to:

- Keep all Confidential Information strictly confidential
- Use the Confidential Information solely for the purpose of using the website
- Not disclose any Confidential Information to any third party without prior written consent from the Disclosing Party
- Take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information
- **3. Exclusions**

This Agreement does not apply to information that:

- Is already in the public domain at the time of disclosure
- Becomes publicly known through no fault of the Receiving Party
- Is independently developed by the Receiving Party without use of the Confidential Information
- Is rightfully obtained by the Receiving Party from a third party without restriction on disclosure
- **4. Term and Termination**

This Agreement shall remain in effect for [specify duration, e.g., 2 years] from the date of acceptance or until terminated by the Disclosing Party. The obligations of confidentiality shall survive the termination of this Agreement.

5. Remedies

The Receiving Party acknowledges that any breach of this Agreement may result in irreparable harm to the Disclosing Party. In the event of a breach, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies available at law or in equity.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Pennsylvania USA. By using the website, the Receiving Party agrees to be bound by the terms of this Non-Disclosure Agreement.