

Kuboon Privacy Policy

Definition of Confidential Information. Your Confidential Information shall include Your Data and the Client Data. Our Confidential Information shall include the Licensed Services and Our Materials. Confidential Information of each party shall include the terms and conditions of this Agreement and all Service Orders, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party as can be documented by written evidence.

Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) the Receiving Party shall not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

Protection of Your Data. Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data and the Client Data. We shall not (a) disclose Your Data or the Client Data except as compelled by law in accordance with Section 7.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (b) use Your Data or the Client Data except to provide the Licensed Services or at Your request to address service or technical problems, or at Your request in connection with customer support matters. In the event of any security breach of Our systems which we reasonably suspect adversely affected Your Data or Client Data, we will promptly notify you of such security breach and take reasonable steps to terminate the suspected unauthorized access or otherwise remediate the security breach. We will cooperate with any investigation of such breach by You or third party regulators and law enforcement.

Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonably assists, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.