

Welcome to **Crowdville™** Non-Disclosure Agreement (NDA)  
Last changed on **05<sup>th</sup> November 2020**.

**PLEASE READ THIS NON-DICLOUSURE AGREEMENT CAREFULLY BEFORE USING THE SITE.**

By signing this non-disclosure agreement, you agree to abide by and follow the rules of "extreme confidentiality" and "non-disclosure" of any information qualified "Confidential" or "Reserved" on [www.crowdville.net](http://www.crowdville.net).

Therefore, any information classified as confidential displayed on [www.crowdville.net](http://www.crowdville.net) is considered to not be disclosed and should not be shared in any form and in any case. Confidential information is the property of Clariter LTD and/or its clients and the user is obliged not to use or disclose any information.

**1. Who we are and how to contact us**

Crowdville.net is a website (**Site**) operated by Clariter Limited (**We or Us**). We are a limited company, registered in England and Wales under company number 8945468 and have our registered office at 167 City Road, London, England EC1V 1AW, UK. Our VAT number is GB189755244. To contact us, please email [support@crowdville.net](mailto:support@crowdville.net).

**2. By using our Site you accept these terms**

By using our Site, you confirm that you accept these rules and that you agree to comply with them.

If you do not agree to these terms, you must not use our Site.

We recommend that you print a copy of these terms for future reference.

**3. There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our Site:

- Our [Privacy Policy](#).
- Our [Cookie Policy](#), which sets out information about the cookies on our Site.
- Our [Terms of Use](#), which sets out Information on how to use our Site.

**4. We may make changes to these terms**

We may amend these terms from time to time.

Any changes will be notified to you via a suitable announcement on the Site. The changes will apply with immediate effect to the use of the Site after we have given such notice. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time. If you do not wish to accept the change(s) you should not continue to use our Site. If you continue to use our Site after the date on which any changes come into effect, your use of our Site indicates your agreement to be bound by the new terms.

**5. Non-Disclosure Agreement:**

**Provided that:**

- a) You have carefully looked through and accepted the terms of use on the site. This includes the privacy and cookies policies, of which form an essential part.
- b) It is perfectly understood that Clariter Ltd is an English company founded with a mission of building and supplying global Crowdsourcing services to the Enterprise world, catalysing the professionalism and skills of people, through emerging dynamics (Social, Mobile, Information & Cloud) and with the help of communities, both profiled and professionalised;
- c) Crowdville's objectives are to test and improve digital products and services. These may be already released, and also those unreleased to the wider consumer market;
- d) Considering the commercial mission described above, you are aware that the services offered by Crowdville Ltd are aimed at top European and non-European market clients interested in testing their products / services / applications. These may be already be released, but might also be unreleased to the wider consumer market;
- e) You are aware that signing up to the Site gives you access to strictly confidential information. As indicated below and on our platform, this adds considerable value to both Clariter LTD and its clients, technically and commercially;
- f) You are also aware that access to the aforementioned confidential information is necessary for the sole purpose of carrying out activities on the site.
- g) It therefore takes into account the necessary and absolute confidentiality of confidential information due to its technical / commercial value constituted by their novelty / exclusivity and consequently undertakes and obliges the confidential treatment of CONFIDENTIAL INFORMATION in the terms indicated below.
- h) Please be aware that any violations will make you liable to be forcibly prosecuted according to the UK and International laws.

**Given the above, You are aware that:**

- Confidential information may relate to information, production methods, operating principles of hardware or software, documentation, material, information on products, services, software, applications, programs, studies, analyses, processing, drawings and sketches, ideas or ideas in genre, models, photos, prototypes in the testing and / or testing phase and / or, more generally, of news and facts relating to software programs and applications, systems and / or methods currently being studied and / or experimented generally not yet present on the market, clearly marked as confidential or indicated with similar wording affixed in order to highlight the strictly confidential nature, known as a result of participation in the activities or due to the simple registration on the [www.crowdville.net](http://www.crowdville.net) site.

- Such confidential information, not in the public domain, acquired in any form (oral, written, graphic, demonstrative, etc. without any limitation) constitutes a technical commercial property owned by Clariter LTD or its clients, whose dissemination / disclosure constitutes a serious and irreparable commercial and image damage;

**You agree to:**

- a) Maintain the total confidentiality of all information that is indicated as "confidential" or "reserved" within the site, committing itself not to disclose it, even in part and in any form to third parties,
- b) Communicate with other users of the Site using only the tools present on the Site itself,
- c) Not use this information for purposes other than the object of the individual campaigns, treating them for the sole purpose of testing, evaluating and improving digital products and services, generally not yet distributed on the market and, within the Site in order to improve, compare and share aspects related to campaigns,
- d) Not to reproduce, use, transfer or copy any part of such confidential information in any form transmitted for purposes other than those provided for in the preceding paragraph, without the specific written consent of Clariter LTD
- e) Arrange reasonable measures to protect the secrecy and avoid the disclosure of confidential information received within the site, acknowledging that the violation of this confidentiality obligation can cause serious and irreparable damage to Crowdville LTD and its clients, with right of these to an appropriate economic compensation beyond any further legal remedy provided by the legislation in force from time to time.
- f) To maintain the confidentiality obligation for the entire time of your registration on the site. In the event that you decide to stop working on Crowdville by deleting your account, you remain bound to respect the confidentiality agreement with reference to the information acquired for a period of five years starting from the date that you remove your account. This takes into account indefinitely removing your account, and in full each and every registration containing Confidential Information from your own computers or other IT tools or from paper, owned, guarded or controlled.
- g) Promptly notify Clariter LTD of any violation of the confidentiality law of which it becomes aware

**You also acknowledge that:**

- The obligations, charges and prohibitions set forth in this commitment do not apply to information that:
  - i. is already known and in the public domain for reasons not related to the violation of this commitment;
  - ii. is freely and legally usable prior to registration on the site crowdville.net or otherwise not classified as confidential;
  - iii. has freely and lawfully been made available from any sources, even if not from Clariter LTD, nor bound by a similar commitment to confidentiality.

**Violation of the obligations involves:**

- The complete and direct violation also of the Term of Use in which this agreement is an integral part
- The obligation to reimburse any direct or indirect damage from you immediately after any further legal remedy provided by the legislation in force from time to time

**6. Which country's laws apply to any disputes?**

These terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

**7. About these terms**

These terms constitute the entire agreement between you and us regarding non-disclosure of confidential information.

Some of the Services we offer are also governed by supplemental terms (Commercial Terms). If you agree to participate to any of our activities (campaign) including (but not limited to) market research, public opinion polls, marketing and testing, you will be provided with an opportunity to agree to our Commercial Terms that will become part of our agreement with you. To the extent that our Commercial Terms conflict with these terms, the Commercial Terms shall govern to the extent of the conflict.

If any portion of these terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these terms, it will not be considered a waiver. Any amendment to or waiver of these terms must be made in writing and signed by us.

You will not transfer any of your rights or obligations under these terms to anyone else without our consent.

These terms do not confer any third-party beneficiary rights. All of our rights and obligations under these terms are freely assignable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.

We reserve all rights not clearly granted to you.