

Online Non-Disclosure Agreement (NDA) for Website Course Content

Effective Date: August 1, 2024

This Online Non-Disclosure Agreement (the "Agreement") is a binding legal agreement between you (the "User") and EmpowerEd Learning USA (the "Disclosing Party"). By accessing or using the course content on this website, you agree to the following terms and conditions:

1. Purpose - The purpose of this Agreement is to protect the confidentiality of proprietary educational content made available to the User through EmpowerEd Learning USA (the "Website"). The User agrees to use the Confidential Information solely for personal educational purposes and not for any other purpose.

2. Definition of Confidential Information - "**Confidential Information**" refers to all non-public, proprietary information provided by the Disclosing Party through the Website, including but not limited to:

- Course materials, including syllabi, lectures, assignments, quizzes, exams, and videos.
- Educational content and resources in any format (text, video, audio, digital).
- Proprietary teaching methods, instructional strategies, and techniques.
- Any other information that is identified as confidential by the Disclosing Party.

Confidential Information does not include information that:

- a) Is or becomes publicly available through no breach of this Agreement by the User.
- b) Is lawfully obtained from a third party without obligation of confidentiality.
- c) Is independently developed by the User without reference to the Confidential Information.

3. User Obligations By accessing the Website and its course content, the User agrees to:

- **Use Restrictions:** Use the Confidential Information solely for personal educational purposes as provided by the Disclosing Party.
- **Non-Disclosure:** Not disclose, share, reproduce, or distribute any Confidential Information to any third party without the prior written consent of the Disclosing Party.

- **Security Measures:** Take reasonable precautions to protect Confidential Information from unauthorized access, use, or disclosure.
- **No Commercial Use:** Not use the Confidential Information for any commercial purpose, including but not limited to creating derivative works, competing products, or reselling the content.

4. Term

This Agreement is effective upon the User's access to the Website and continues indefinitely unless terminated by the Disclosing Party. The obligations of confidentiality will survive the termination of this Agreement and the User's access to the Website.

5. Return or Destruction of Materials

Upon termination of the User's access to the Website or upon request by the Disclosing Party, the User agrees to promptly delete or destroy all copies of the Confidential Information in their possession.

6. No License Granted

Nothing in this Agreement grants the User any rights to the Disclosing Party's intellectual property, including but not limited to copyrights, patents, trademarks, or trade secrets.

7. No Warranty

The Disclosing Party provides the Confidential Information "as is" without any warranties, express or implied, including but not limited to the accuracy, completeness, or fitness for a particular purpose.

8. Governing Law

This Agreement is governed by and construed in accordance with the laws of the State of Washington State, Copyright and Trademark laws, without regard to its conflict of law principles.

9. Entire Agreement

This Agreement constitutes the entire understanding between the User and the Disclosing Party regarding the use of the Website's course content and supersedes all prior agreements, understandings, and representations.

10. Electronic Consent

By clicking "I Agree" or by accessing or using the Website's course content, the User acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement.

X

Date: _____