

Terms of Use

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Vertosoft may revise the Terms of Use at any time without notice to you. The revised Terms of Use will be effective when posted.

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In connection with VertoDesk, each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this section shall control over any non-disclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. This section shall not apply to any information which (a) was publicly known prior to the time of disclosure by the disclosing Party, or (b) becomes publicly known after such disclosure through no action or inaction of the receiving Party in violation of this Agreement. For clarity, any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any such non-disclosure agreement. Given the unique nature of Confidential Information, the Parties agree that any violation or threatened violation by a Party to this Agreement with respect to Confidential Information may cause irreparable injury to the other Party. Therefore, the Parties agree such violation or threatened violation shall entitle the other Party to seek injunctive or other equitable relief in addition to all legal remedies.

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Each party shall indemnify and hold the other party harmless from all claims, damages and expenses of any kind or nature, together with reasonable legal fees and expenses incurred as a result of the negligence, misrepresentation or other misconduct of respective party or its representatives, or arising from any acts of commission or omission by said party with respect to the use of VertoDesk under this Agreement.

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WAIVER

No waiver by either Party of any of its rights or remedies under this Agreement shall be construed as a waiver by such Party of any other rights or remedies that such Party may have under this Agreement.

ENTIRE AGREEMENT

This Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.