

Mutual NDA

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1. Mutual NDA

1.1. Formation

Upon creation of a transaction between Customer and Contractor, a mutual NDA is automatically formed unless the parties disable or replace it with a separate agreement permitted by XDBay.

Acceptance of a transaction, participation in the project chat, receipt of files, access credentials or information constitutes acceptance of the NDA.

XDBay technically provides the NDA template and infrastructure but is not a party to the NDA between Customer and Contractor and is not liable for Users' breach of it.

1.2. Confidential information

Confidential Information includes code, architecture, access credentials, API keys, commercial terms, specifications, databases, personal data, security findings, business plans, correspondence, files, calls and screen sharing.

The recipient must use Confidential Information only to perform the transaction, not disclose it to third parties and apply reasonable safeguards.

The confidentiality term is 5 years after transaction completion, and for trade secrets, access secrets, private keys, personal data and security findings — indefinitely while the information remains confidential.

1.3. Exclusions and remedies

The NDA does not apply to information that was public without breach, lawfully known to the recipient before disclosure, received from a third party without confidentiality obligation or independently developed without use of Confidential Information.

The parties are solely responsible to each other for NDA breach, including damages, court and arbitration costs, and XDBay is not liable for such breaches.

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