

Straumann Group Terms Of Use

1. The respective affiliate of the Straumann Group operating in my country (“Straumann”) and I (“Parties”) may exchange or provide access to information, data, documents, materials, substances or devices within the use of the GEP Smart App and the submission of my offer on the GEP Smart App (“Confidential Information”). The Party receiving the Confidential Information (“Recipient”) shall regard and preserve as confidential and secret all Confidential Information of the disclosing Party (“Discloser”) and agrees not to, without the prior written consent of Discloser, disclose any part of the Discloser’s Confidential Information to any third party.
2. Recipient agrees that Discloser’s Confidential Information will be solely used for the creation, submission, and evaluation of my offer to Straumann.
3. Recipient will share Discloser’s Confidential Information with those of its employees, officers or agents who need to know to fulfil the Purpose. Recipient is responsible for compliance with the obligations under this Agreement by such employees, officers or agents when sharing Discloser’s Confidential Information with them.
4. Recipient may disclose Confidential Information if it is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given without undue delay to the Discloser in order to give the Discloser the opportunity to intervene, and provided further that Recipient will take all reasonable steps to obtain assurance that the Confidential Information will be treated confidential by the governmental or regulatory authority or court.
5. The duty of confidentiality under this Agreement shall remain in full effect for the duration of this Agreement and three (3) years thereafter unless and to the extent that Confidential Information (a) is or becomes publicly available, (b) can be shown by written records, that it was in the possession of the Recipient prior to disclosure, (c) is rightfully obtained by the Recipient from another source without a duty of confidentiality owed to the Discloser, or (d) can be shown by written records to have been independently developed by the Recipient without reference to Discloser’s Confidential Information received hereunder.
6. Upon request of the Discloser Receiver shall return to Discloser or destroy – as Discloser requests – any and all of the Discloser’s Confidential Information, in whatever form, including copies and information and documents established by the Recipient which are based on or contain Discloser’s Confidential Information.
7. Discloser does not make any express or implied representations or warranties that the Confidential Information is of good quality, accurate, fit for purpose, complete, does not infringe any third-party rights.
8. The disclosure of Confidential Information does not constitute any transfer of intellectual property rights. No implicit or explicit license is granted under this Agreement.
9. I explicitly acknowledge that these terms or any other statements in the GEP Smart App shall be construed as a commitment of Straumann to enter into any agreement of any kind whatsoever nor as a granting of any right of reimbursement.