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4.4 The User acknowledges that the Service Provider is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the User has no right, title or interest in any such material.

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5. CONFIDENTIALITY

5.1 By subscribing as a User to the Website, the User agrees that the User shall hold in the strictest confidence and not disclose to any third party any proprietary and confidential information acquired in connection with any aspect of the products and/or services offered by the Service Provider. The User shall notify Service Provider immediately should the User discover any loss or unauthorised disclosure of the information.

5.2 "Proprietary and confidential information" is defined as, but not limited to, the Service Provider's accumen, connections, client data base, performance, financial, contractual, and special marketing information, ideas, technical data and concepts originated by the Service Provider and not previously available to the User without restriction, not normally furnished

to others without compensation, and which the Service Provider desires to protect against unrestricted disclosure or competitive use.

5.3 Any information or material sent to Service Provider will be deemed not to be confidential, unless otherwise agreed to in writing between the User and Service Provider.