

## **Beta Testing Program Agreement**

Thank you for your interest in becoming a beta tester of Vox Media's SB Nation Products. You must agree to the following terms to participate in the SB Nation Beta Testing Program.

**BY REGISTERING AS A BETA TESTER, AND EACH TIME YOU SIGN IN TO PARTICIPATE IN THE SB NATION BETA TESTING PROGRAM, YOU SIGNIFY YOUR AGREEMENT TO THESE TERMS.**

If you do not agree, do not sign up for the program.

1. **About the Beta Program.** Vox Media, Inc. offers a select group of SB Nation registered users the opportunity to participate in the SB Nation Beta Testing Program, which enables select users to test new and unreleased SB Nation products, including new features, functionality, and applications (the "Program").
2. **Conditions that Apply to You.** To participate in the Program:
  - You must be a registered user in good standing with the SB Nation network of websites.
  - You must be at least eighteen (18) years of age.
  - The SB Nation network Terms of Use (<http://www.sbnation.com/guide/terms>) and the additional terms below (the "Terms") govern your participation in the Program.
  - You must provide us with accurate and current information about yourself.
  - You may not violate applicable law, the Terms, or this Agreement.
  - You must cooperate with all participation requirements for the Program.
3. **We offer the Beta Program "AS IS."** You understand and agree that:
  - We make the Program available "AS IS."
  - The Program may contain errors that could cause failures, corruption or loss of data.
  - You are solely responsible for backing up your data before and when you participate in the Program.
  - YOU ASSUME ALL RISKS.
  - We are not obligated to provide any maintenance, technical or other support.
  - We may change or stop the Program, either temporarily or permanently, at any time and without liability to you.
  - We have no obligation to retain any data you submit via the Program.
  - We have no obligation to launch a commercial version of the Program or any products, features, functionality or applications that you may test while participating in the Program.
  - We may choose a limited number of registered beta testers to participate in any given beta test under the Program.

4. **Feedback.** You agree to provide us with comments and feedback. You give us consent to contact you to solicit feedback. You give us the irrevocable right to use your feedback in any manner and without compensation to you.

5. **Confidentiality.** You agree to keep confidential any proprietary information we share with you about the Program, our products, business methods and plans, customers and technology, as well as your SB Nation network credentials and any other information provided to you in order to access one or more element(s) of the Program. You agree we may not have adequate remedies at law to enforce this section and, therefore, we may seek injunctive as well as other equitable relief.

6. **Restrictions.** You may not, nor permit any other party to:

- Violate the Terms, applicable laws, or the rights of others.
- Post or transmit content or other code or data that violates the Terms.
  - REMINDER: Any content or other materials that you post, submit or transmit through the Program is subject to the Terms
- Resell, transfer, sublicense, create a derivative work or copy any aspect of the Program without our permission.
- Access our networks, servers, computers, data or code to data mine, scrape or copy our databases, code or technology, or to gain our proprietary information.
- Try to disable, impair, attack or gain unauthorized access to our services, network, servers or computers.
- Participate in the Program to the extent that your participation in the Program will violate any obligation that you may have with or to any third party.

7. **Proprietary rights.** Our licensors and we own all intellectual property rights, title and interest in any and all aspects of the Program, including any products, features, functionality or applications that you may test while participating in the Program.

8. **Limitation of Liability.** IN NO EVENT WILL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, INVESTORS, AGENTS, REPRESENTATIVES, VENDORS, LICENSORS, OR CONTRACTORS HAVE ANY LIABILITY TO YOU FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL OR INDIRECT LOSSES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST DATA.

9. **Disclaimer.** WE PROVIDE THE PROGRAM "AS IS." WE DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, RESULTS, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

10. **Indemnification.** You agree to indemnify us, our parent, officers, directors, employees, agents, representatives, affiliates, licensors or volunteers from and against any loss, damage, liability or expense (including, but not limited to reasonable attorney's fees) incurred by or awarded against us, to the extent that it arises under a claim based upon any breach by you of your obligations or warranties under these Terms.

11. **Privacy.** You agree that we may collect and use data about you in accordance with our Privacy Policy.