

Participation and Confidentiality Agreement - Amazon Apps Lab

Participation and Confidentiality Agreement

The following Terms apply to your participation in Amazon Apps Lab and to your receipt and use of Confidential Information.

- 1. Keep all information you receive or learn in connection with each study strictly confidential, even after the Confidential Information has launched.** Confidential Information includes all devices, features, software, applications, services, and any other information and materials you receive, obtain, or learn in connection with a study, regardless of how this information was disclosed to you (orally, in writing or otherwise) and whether or not identified as confidential at the time of disclosure. This includes without limitation, any and all specifications, descriptions, questions, plans, concepts, images, designs, prototypes, documentation and the existence of a study and these Terms. Without limiting the foregoing, you will (i) not take any photos, videos, or other notes or records of or about the Confidential Information, (ii) only use Confidential Information in ways that are specifically approved, (iii) not use or post any Confidential Information in or on any social media site, blog, forum, on the Internet or any other network, (iv) not disclose or discuss Confidential Information with unauthorized people (including co-workers, friends, or family), (v) notify us immediately if you know or have reason to believe there has been any unauthorized use or disclosure of Confidential Information, and (vi) destroy or promptly return to us any Confidential Information that you have in your possession at the end of your participation in a study. **Amazon takes confidentiality very seriously – if you disclose, intentionally or unintentionally, anything about Confidential Information, or violate the Terms below, you risk facing possible legal action.**
- 2. Give feedback through secure channels.** Provide feedback only through the web interface, designated email alias, or other mechanism designated by Amazon.
- 3. You agree to Amazon holding and accessing your personal information for research purposes.** This information includes, but is not limited to: (i) customer account information (including email address, preferred name, and Amazon Music subscription status); (ii) demographic information (including date of birth, education, and gender); (iii) customer behavioral data (including device data and app usage); and (iv) survey and research activity responses (including question responses, image uploads, and videos)
- 4. You authorize Amazon to collect data related to your participation in Amazon Apps Lab, including voice, video, photographic and/or other audiovisual recordings (collectively, the “Recordings”) of you in connection with a study and/or your use of Confidential Information.** You understand that such recordings may be prompted or

may occur automatically depending on the specific requirements or use cases being evaluated. You understand that such Recordings may include videos or photographs of you, audio recordings of noises and sounds that you make, and other personal information about you and your use of and interaction with the Confidential Information. We may also collect detailed log files and other information from the equipment used in a study (the "Log Data"). The Log Data may include personally identifiable information about you and your actions during a study, such as user information on any Amazon or third party services you use for or with the Confidential Information. Your use of any Amazon or third party services in connection with the Confidential Information is governed by each such service's specific terms of use. The "Recordings" and the "Log Data" are referred to both separately and collectively in this agreement as the "Study Data."

5. **You understand that Amazon owns all Study Data and any other data collected through this forum, and Amazon may use any and all data collected in connection for any purpose, including but not limited to sharing such Study Data with third parties for the purpose of benchmarking, testing and/or further development of Amazon's products and services.**
6. **Additional terms.** Amazon's processing and use of such data may take place locally on a device (where applicable) or remotely (i.e. on a remote server, or in cloud storage). Amazon may provide additional terms or guidance via written or oral communications, and you agree to comply with any such terms or guidance that Amazon may provide.
7. **All Confidential Information must be returned to Amazon when no longer in use, upon request, or upon completion of a study, and all apps and other software related to Confidential Information must be deleted from your connected devices (for example, tablet, smartphone, or laptop computer) at the conclusion of a study.** Never give away or sell Confidential Information to anyone, even after the Confidential Information has launched.

YOU HEREBY RELEASE AND DISCHARGE AMAZON AND ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, DIRECT AND INDIRECT SUBSIDIARIES, PARENTS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AUTHORIZED DESIGNEES, AND ALL OTHER PERSONS ACTING UNDER THEIR PERMISSION AND AUTHORITY FROM ANY AND ALL LIABILITY FOR, AND PROMISE NOT TO SUE SUCH PARTIES FOR ANY LOSSES, COSTS OR DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF USE OF THE STUDY DATA OR ANY OTHER DATA COLLECTED THROUGH PARTICIPATION IN THIS FORUM.