



Participation and Confidentiality Agreement

The following Terms apply to your participation in the Wondery Services 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. **Wondery 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 Wondery
- 3. You agree to Wondery 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 Wondery subscription status); (ii) demographic information (including date of birth, education, and gender); (iii) customer behavioral data (including device data, app usage, Wondery service usage, and music listening preferences); and (iv) survey and research activity responses (including question responses, image uploads, and videos)
- 4. You authorize Wondery to collect usage and/or biometric data and make 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, and that such recordings may be made by the Confidential Information. You understand that such Recordings may include videos or photographs of you, audio recordings of all 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 Wondery or third party services you use for or with the Confidential Information. Your use of any Wondery 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 Wondery owns all Study Data and any other data collected by the Confidential Information, and Wondery may use any and all data collected in connection with your use of Confidential Information 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 Wondery’s products and services.**
6. **You understand and agree that Wondery may not be able to delete such voice, biometric, video, photographic and/or other audiovisual recordings of you after such Recordings are collected.** Wondery’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). Wondery may provide additional terms or guidance via written or oral communications, and you agree to comply with any such terms or guidance that Wondery may provide. Except as otherwise provided for in these Terms, Wondery will safeguard all recordings and related data in accordance with the Wondery.com [Privacy Notice](#) applicable to you.
7. **You agree that that Wondery does not provide any security guarantees about the collected data.**
8. **All Confidential Information must be returned to Wondery 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 Wondery 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, INCLUDING FOR INVASION OF PRIVACY, LIBEL, RIGHTS OF PUBLICITY OR PRIVACY OR OTHER CIVIL RIGHTS.

Disclosure of Confidential Information under this Agreement by us is not an express or implied grant to you of any rights to or under our or our clients' patents, copyrights, trade secrets, trademarks or other intellectual property rights.



These Terms do not create a joint venture, partnership, agency or other business relationship between you and Wondery. You are responsible for all of your expenses (including applicable taxes) associated with a study. If a provision of these Terms is held invalid under any applicable law, such invalidity will not affect any other provision of these Terms that can be given effect without the invalid provision. These Terms will be construed in accordance with the laws of the State of Washington without regard to conflict of laws provisions, and will continue in full force and effect in perpetuity. Exclusive jurisdiction over and venue of any suit arising out of or relating to these Terms will be in the state and federal courts located in King County, Washington.