

Last updated: 16 September 2022

## **Testing Program Terms**

**Introduction.** ResearchGate ("we", "us", or "our") operates a testing program to make alpha, beta, development, experimental, untested and/or other pre-release features, functionalities, tools, apps, information, and materials (together "Test Features") available to selected users from time-to-time, for the purpose of obtaining feedback on the quality, performance, and usability of the Test Features ("Testing Program"). By participating in the Testing Program, you agree to be bound by these Testing Program Terms ("Terms") in addition to our <u>Terms of Service</u>.

**Participation**. Your participation in the Testing Program ("**Participation**") is entirely voluntary and does not oblige us to compensate or reward you in any way. Your Participation does not create a legal partnership, agency, or employment relationship between you and us. Your Participation is of a temporary nature. You can <u>let us know</u> at any time if you no longer wish to participate, and we can revoke your Participation at any time for any or no reason, without warning.

Feedback. As part of the Testing Program, you may be invited to provide comments, suggestions, and feedback, submit bug reports, answer surveys, and provide other information (together "Feedback") to ResearchGate. If you choose to provide Feedback, you agree that: (i) you transfer any intellectual property right or other right, title or interest in or to the Feedback to us free-of-charge; (ii) we may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) we are not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant us and our affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) the Feedback in any manner and for any purpose.

Communications and privacy. To gather your Feedback and communicate with you, we may use the third-party tool "Intercom", a feedback/live-chat tool offered by R&D Unlimited Company, 2nd Floor, Stephen Court, 18-21 Saint Stephen's Green, Dublin 2. Our processor Intercom will process personal data, such as your name and email address if you provide those details so we can contact you. For Intercom to work it also must process other personal data, such as your IP address and browser version. For more information about Intercom's data processing, please refer to their <a href="Privacy Policy">Privacy Policy</a>. For general information about ResearchGate's data processing, please refer to our <a href="Privacy Policy">Privacy Policy</a>.

**Confidentiality**. The Test Features are confidential information. You may, in the course of your Participation, become aware of other confidential information, including but not limited to non-public information relating to our software, technology, product, features, designs, specifications, or plans. You will not disclose to any third party any such confidential information without our prior written consent. This confidentiality obligation survives any termination of your Participation, ResearchGate account, or the Testing Program.



Test Features. Your Participation does not obligate us to provide or continue to provide you or any third party with any Test Features, nor to continue to develop the Test Features. We have no obligation to announce or make available a commercial version of Test Features to anyone in future and, if we choose to do so, such version may have features or functionality that are different from the Test Features. The Test Features may be incomplete and/or contain errors or inaccuracies. We are not obliged to provide technical support nor assure that any specific errors or inaccuracies will be corrected. We make no representations or warranties concerning the Test Features, including but not limited to any warranties of title, non-infringement, merchantability or fitness for a particular purpose. We grant you a personal, limited, non-transferable license to use the Test Features solely for internal testing and evaluation purposes and only in connection with this Testing Program. This license does not grant you the right to use the Test Features for any other purpose, nor to disclose, reproduce, distribute, modify, or create derivative works of the Test Features.

**Changes**. We may change or discontinue the Testing Program and/or any aspect of it, including terminating the entire Testing Program, at any time. We may also change these Terms at any time. You will become subject to the new terms if you explicitly agree to them or we provide you notice of the changes.

