EDITOR X BETA TERMS AND CONDITIONS

Welcome to Editor X! We are excited that you have signed up to test Editor X and thank you for your participation. Please read the terms below carefully, as they will apply to you as of your registration to the Editor X Beta.

These Terms (“Terms”) are a binding agreement between Wix.com Ltd. (“We”, “Wix” or the “Company”), and you (“you”, or the “User”), regarding your participation in the closed Beta testing group of Editor X (“Editor X”) prior to its public release (the “Beta” or “Beta Stage”). The Terms are in addition to the Wix general Terms of Use and the Wix Privacy Policy which also apply.

Your Participation

- Wix grants you a non-exclusive, non-transferable, revocable license to use Editor X, for your participation in the Editor X Beta Stage.

- As a “Beta tester” of Editor X, you may provide Wix with input on Editor X, including on features you appreciated, points for improvement and any other relevant feedback you may have (collectively “Feedback”).

- You understand and agree that We may use your Feedback in press releases, customer testimonials, and as a reference in its marketing and promotion initiatives. We may approach you to ask for a quote that We can use in a press release or in promotional activities.

- Editor X is in its Beta Stage and is not yet at the level of a final product, therefore it is provided to you “AS IS” without warranty or technical support of any kind. We are not liable for any damages or expenses whatsoever, that you or others may suffer, arising out of your access, use of, or inability to use Editor X (including loss of data, if any), even if We have been advised of the possibility of such damages.

- We are not liable for, nor considered a “publisher” or endorser of any content, materials or features used or created by you in connection with Editor X, in the framework of this Beta Stage.

- We reserve the right to change or end the development of Editor X or cancel your access to Editor X in the Beta Stage (including removal of any materials created by you in connection with Editor X) for any reason, without notice, at any time, and without any liability towards you or others. In the event of cancellation or suspension of your participation, you shall immediately cease all use of the Editor X and/or materials created in connection with Editor X.

- You agree to test and use Editor X for its intended purpose and only as permitted under these Terms and subject to all applicable laws. You must not copy, modify, reverse engineer, or create derivative works based upon Editor X, transfer Editor X or any part of it to any third party, or use Editor X to develop any other products without our prior written approval. You agree not to incorporate within Editor X any proprietary, Confidential Information (as defined in these Terms) or Personal Information (as such term is defined in Wix Privacy Policy) of third parties, or any malicious, unlawful or obscene content.

Intellectual Property

- You acknowledge that Wix is the owner of all rights, title and interest to Editor X, including its design and documentation, derivatives and versions, and all related intellectual property rights (including all patent rights, design rights, copyrights and trade secret rights). If requested by Wix, you agree to execute and deliver any documentation needed by Wix to protect and preserve its right, title and interest in and to Editor X under applicable law.

- By participating in the Beta Stage, you assign to Wix (without any additional consideration) all right, title and interest to your Feedback and all related proprietary rights and you waive any moral rights related thereto.

Confidentiality
In order to participate in the Beta, Wix will give you Beta sign-in credentials ("Credentials"), which are strictly confidential and must only be known to and used by you.

You acknowledge that Editor X, including any and all embedded technology and information, your Credentials, your participation in this Beta Stage and any and all non-public information to which you will have access to, or which has been or will be disclosed to you, in connection with Editor X, including your experience and impression of Editor X (collectively referred to herein as the “Confidential Information”) is confidential and proprietary information of Wix and the exclusive property of Wix.

You undertake to protect the confidentiality of the Confidential Information and not to publish or disclose it to anyone, nor use it for any purpose other than for testing the Editor X and providing your Feedback to us.

Notwithstanding the above, if you have a positive experience with Editor X, you are welcome to share general positive feedback or reviews via social or other media channels.

In the event of cancellation or suspension of your participation as described in these Terms, you shall return to Wix or destroy (if requested by Wix) all Confidential Information and data (including all copies) in your possession, and confirm such action in writing if requested by us.

General

You agree that Wix will have the right to seek injunctive relief for any violation of these Terms. You confirm that you will not use, nor allow anyone on your behalf to use such confidential information as defined herein, in violation of applicable U.S. securities laws, or any other applicable law.

These Terms constitutes the entire and only agreement between you and us in relation to the Editor X Beta Stage and all other prior understandings are void.

Wix reserves the right to update or amend these Terms without prior notice. You agree that we may (but are not obligated to) notify you of the updated terms by sending you an email or by any other form of communication.

These Terms and our relationship shall be governed by the laws of the State of Israel. Any disputes between us may only be brought before the courts of Tel Aviv, Israel.