

Partner with Wix Beta Program Terms and Conditions

If you are intending to apply to the Partner with Wix Beta Program (the “**Program**”), please read the terms and conditions below carefully (these “**Terms**”). If the meaning or intention of a clause in these Terms is unclear, please get in touch with us for clarification via partnerships@wix.com. By participating in the Program as described below, you are accepting the Terms below, which are legally binding. These Terms are and shall be applicable to you in connection with your participation in the Program as of your receipt of an Invitation Email (as described below), or until other terms and conditions, expressly applicable to your participation in the Program, are made available by Wix.com Ltd.

These Terms apply in addition to Wix’s general Terms of Use available here: <http://www.wix.com/about/terms-of-use> and the Wix Privacy Policy available here: <http://www.wix.com/about/privacy>, both incorporated herein by reference, as amended from time to time.

1. Application and acceptance into the Program.

1.1. In order to be considered for the participation in the Program, applicants must complete and send a form request to Wix at the following link: <https://www.wix.com/join-wix/partnership>. If considered by Wix at its sole discretion, such applicant will receive an invitation email to the email address specified in the application.

1.2. Wix may approve or decline applicants at its sole discretion. A considered applicant, is who received an invitation email from Wix for the evaluation of their participation in the Program (an “**Invitation Email**”). Wix has no obligation to inform an applicant of a missing, non-complete or denied application.

1.3. It is further clarified, for the avoidance of doubt, that the receipt of an Invitation Email by an applicant is an invitation to evaluate a potential collaboration between Wix and such applicant only, and Wix has no obligation to enter into a definitive agreement or a statement of Work (“**SOW**”) with any applicant. Only applicants who have entered a SOW with Wix for the services described under the Program and herein below will be considered participants of the Program (“**Influencers**”).

2. Engagement With Wix

2.1. These Terms set forth the terms and conditions which shall govern and be incorporated in every contract or Statement of Work (“**SOW**”) executed between Wix.com Ltd. (“**Wix**”) and the Influencer named in such SOW (Wix and Influencer shall be collectively referred to herein as the “**Parties**” and each a “**Party**”), and shall constitute a binding and enforceable legal contract. Capitalized terms not expressly defined herein, shall have the meaning subscribed to them in the applicable SOW.

2.2. The Influencer shall be exclusively liable to perform the Services agreed upon between such Influencer and Wix, as will be specified in a separate SOW, as per the specifications set forth therein and in a competent, diligent and timely manner and shall comply with all applicable laws, industry standards and instructions provided by Wix. Without derogating from the above, Wix shall have final approval for release of any Influencer materials specified in the SOW.

2.3. For the avoidance of doubt, Wix is free to receive similar services from other persons or entities during the term of any SOW and/or thereafter and has no exclusivity obligations towards Influencer. Wix does not have any obligation to issue any further SOW’s to the Influencer.

3. Publication and Promotion

3.1. If the Parties have agreed on the production of videos, sponsored integrations into videos or any other type of online, digital or social media productions (together, “**Productions**”), then such Productions (provided it is the final version approved in writing by Wix) will be published on Influencer’s YouTube channel and will remain there for an unlimited period, unless otherwise requested by Wix. Wix shall be entitled at any time

to request the Influencer to remove the Productions (or any part thereof) and any Wix related reference to the Productions (or any part thereof) from its channels, for any reason and at Wix's sole discretion.

3.2. In the event Influencer created a Wix website in the framework of the Production(s), or, in the event Influencer migrates its official website into the Wix platform, such Influencer's Wix website (the "**Website**"), will be kept live and be used by Influencer as its official website for its business purposes for at least one (1) year as of the date of the release of the last-in-time released Production, subject to Wix's general Terms of Use and Privacy Policy as published on www.wix.com, as may be amended from time to time. The Productions and Influencer's Website as featured therein, shall be created in a similar look and feel and concept (design and content wise) and according to similar technical and professional standards as other content normally published by Influencer. The Website will include a "Created with Wix.com" banner, to be posted at all times on the Website's footer and contact page.

3.3. If specifically stated in a SOW entered into between influencer and Wix, Influencer will support the Productions' content, with posts on Influencer's social media channels, for each Production during the first month as of the date of release of such Production, as further specified in the SOW.

3.4. Influencer hereby grants Wix a license to promote and publish the Productions (or any part thereof) online in any way it chooses (via paid or free media placements, including without limitation, by way of advertiser's access which Influencer undertakes to enable if so required by Wix), also via links to the Productions, and for that purpose Wix has the right to use the Influencer's YouTube Channel's name, image, voice, likeness solely as contained in the Productions or any part of the Productions, and Influencer hereby grants an irrevocable and unconditional consent for the publishing of the Productions by Wix as described herein.

4. **Changes in Specifications; Approvals**

4.1. The tags, description and thumbnail to the Productions shall be subject to Wix prior written approval and will be presented to Wix together with the delivery of the Productions for approval as described below. If requested by Wix in writing, Influencer shall modify, remove and/or add any relevant tags, descriptions and thumbnails. For the avoidance of doubt, the above will not derogate from Influencer's responsibility to comply with applicable laws and YouTube terms.

4.2. Unless specified otherwise in a relevant SOW, Influencer shall produce the Productions and submit the final cuts of the Productions to Wix for its approval, within one (1) month as of the signature of such SOW (the "**Deadline**"). Wix shall respond with its written approval or feedback. The Productions shall be in the form of a YouTube link.

4.3. Wix may request changes to the Productions (or any part thereof) delivered to it by Influencer, at its sole discretion. In such an event, Influencer will cooperate and assist Wix in implementing and executing such changes, for no additional consideration, and without derogating from Influencer's responsibility to comply with applicable laws and YouTube terms as specified hereunder.

4.4. For the avoidance of doubt, the publishing and release of the Productions will be coordinated with Wix, and subject to Wix prior written approval, and Influencer undertakes to comply with Wix's instructions in this respect.

5. **Term and Termination**

5.1. Unless specified otherwise in a relevant SOW, any SOW will commence on the Effective Date specified on such SOW, and will remain in full force and effect for a period of one (1) year as of the Effective Date, unless terminated earlier as described below (the "**Term**").

5.2. Wix shall be entitled to terminate any SOW at any time and for any reason, at its sole discretion, upon a written notice to Influencer. In the event such termination notice is provided by Wix to Influencer with

respect to any Production, prior to the commencement of production of such Production by Influencer, Wix shall have no liability to Influencer whatsoever with respect to that portion of the agreed upon consideration applicable to such Production. In the event such termination notice is provided by Wix to Influencer, with respect to any Production, after the commencement of production of such Production by Influencer (if such commencement can be positively proven by promptly presenting Wix with a rough-cut of such Production or otherwise; and except in the event described in Section 5.3 below), Wix shall pay Influencer ten percent (10%) of that portion of the agreed upon consideration, applicable to such Production.

5.3. Without derogating from the foregoing, in the event of Influencer's breach of a SOW, or failure to comply with the terms of the SOW, these Terms or any applicable FTC endorsement guidelines and guidance, YouTube terms and any other applicable platform guidelines and/or with Wix's instructions with respect to any Production, Wix will be entitled to terminate the Agreement with respect to such Production with immediate effect, and shall not be obligated to pay Influencer that portion of the agreed upon consideration applicable to such Production, or any part thereof, and Influencer shall immediately return to Wix any and all funds received by it from Wix on account of such Production, upon Wix's first demand.

5.4. In the event of termination for any reason and at any time, Wix shall be entitled to revoke the license to use the Wix Intellectual Property (as further detailed in Section 7.2 below), at its sole discretion.

6. **Representations and Warranties**

6.1. The Influencer warrants and represents that (i) it has the skills and expertise required to provide the services agreed upon with Wix and it will provide such services in a timely and competent manner, pursuant to industry standards; (ii) it is not prevented from entering a SOW and providing such services; (iii) it will not infringe the copyright or any other rights of any third party, including without limitation privacy, publicity or moral rights of any kind; (iv) it is responsible and liable for performing such services in compliance with any applicable law, regulations and/or rules (including, without limitation, the Guidelines, FTC endorsement guidelines and guidance, YouTube terms and any other applicable platform guidelines, and for compliance with all terms of the Guidelines, which are incorporated herein by reference; (v) it is responsible and liable for obtaining any and all approvals, permits, or other consents of third parties, at its sole expense, as required to engage with Wix, hereunder and license Wix to use the Production as set forth herein; and (vi) it is responsible and liable for paying any and all applicable fees, payments, costs and taxes to Influencer's employees, contractors and anyone engaging on its behalf in connection with services hereunder.

6.2. The Productions as provided to Wix shall not include any content which is subject in any way to third party rights or which is otherwise restricted or subject to any limitation of use thereof (including, without limitation, any obscene or derogatory content). Influencer will not include in the Productions reference to any brands, brand assets or other brand elements, without Wix's prior written approval.

6.3. Influencer shall obtain, and deliver to Wix upon its request, fully executed consents, waivers, releases and/or other clearances (collectively the "**Release(s)**"), required from all persons, entities or authorities for their participation in, or creation of, the Productions, as applicable, or for the inclusion or use of any material and/or element thereof, and as necessary to enable Wix to make the fullest use of the Productions (and any part thereof including Drafts) as described in Section 7 below, without restriction or payment of additional fees. Wix shall have the right to review any form of Release(s) used by the Influencer prior to its execution and to require that changes shall be made to such form in order to better protect Wix rights under this Agreement. Upon Wix's request, Influencer shall provide Wix with any requested documentation relating to the following: (a) licenses and/or Releases for related music and other audio rights; (b) licenses and/or Releases relating to the relevant location of the Productions' production; (c) licenses and/or Releases relating to the inclusion of certain elements, materials, props and equipment in the Productions; (d) any other documentation requested by Wix in connection with the Productions' production.

6.4. Influencer shall notify Wix in advance and in writing, as soon as practically reasonable, of any difficulties or obstacles in obtaining any required Releases.

7. **Intellectual Property**

7.1. Influencer and Wix acknowledge and agree that subject to the usage rights in the Productions granted to Wix hereunder, Influencer shall retain ownership of the Productions.

7.2. For the purposes of this Agreement, Wix grants Influencer a revocable, non-exclusive, limited license to use Wix's name and trademarks as approved by Wix (collectively, "**Wix Intellectual Property**") in the Productions and on the Website, as applicable, and in their promotion thereof. Wix may revoke this license at any time in its sole discretion. In the event Wix elects to revoke such license at any time, Influencer shall promptly edit the Productions to remove any and all such Wix Intellectual Property or promptly remove the Productions (or any part thereof) from the Influencer's YouTube channel.

7.3. Influencer hereby further grants Wix all rights of every kind and nature in, to and with respect to the Productions or any portion thereof as required to enable Wix to use and publish such content as stipulated above.

7.4. Influencer undertakes, that unless agreed otherwise in a SOW, during the twelve (12) months period following the expiration of the term or any SOW (the "**Period**"), Influencer will not, without Wix's prior written consent, engage or otherwise be associated with, directly or indirectly, whether acting alone or as a member of a partnership or other business entity or as an officer, director, partner, employee, consultant, agent or representative, any business engaged in or preparing to be engaged in, design, development, research, production, promotion, marketing, leasing, selling or servicing of any product in the website building and hosting category.

7.5. Subject to the terms and conditions contained herein, following the expiration of the Period, Influencer hereby grants Wix the right of first offer to exclusively procure further services from Influencer, similar to those provided under the executed SOW or different, as will be agreed upon between the Parties, such that Influencer will grant Wix the right to make the first offer to Influencer, or, in the event Influencer receives any offer from a third party, Influencer will first disclose such to Wix and will allow Wix to meet such offer and to procure its services on an exclusive basis for an additional term, at Wix's sole discretion.

8. **Consideration**

8.1. If so agreed upon between the parties, in consideration of the timely and adequate performance of the services under an SOW and the rights granted to Wix thereunder and herein, Wix shall pay the Influencer the consideration specified in the SOW pursuant to the terms therein.

8.2. The agreed upon consideration shall be the sole and final consideration which Wix shall be required to pay Influencer under the SOW for the Productions' production, promotion and usage. For the avoidance of doubt and without derogating from the generality of the above, all expenses incurred for creating and maintaining the Website as set forth herein, are included in such consideration paid to Influencer.

8.3. The Influencer shall bear any and all taxes in connection with any payments made to it pursuant to a SOW. In the event that tax is required to be withheld at source from any payment made by Wix, Wix shall withhold said tax and such withheld amount shall be deducted from such consideration. For the avoidance of doubt, the consideration is inclusive of VAT or any equivalent sales tax, as applicable.

8.4. Any payment under the SOW shall be subject to receipt of a valid and lawful tax invoice, provided by the Influencer at such dates as specified in the SOW.

8.5. Wix shall not be required to pay the Influencer any fee with respect to any services not covered by a SOW executed by Wix.

9. **Indemnification and Insurance**

9.1. Influencer agrees to indemnify, defend, and hold harmless Wix and its officers, employees, affiliates and agents from and against any and all claims, actions, damages, liabilities and expenses, arising out, directly or indirectly, of the breach of any obligation, warranty or representation of the Influencer under the SOW and these Terms.

9.2. Influencer will (i) promptly notify Wix of the pendency of any claim that would be subject to indemnification as described above, and (ii) permit Wix to have sole control of the defense of any claims subject to indemnification at the expense of the Influencer.

9.3. Notwithstanding anything to the contrary herein, in no circumstances may Wix be considered as a “publisher” of any Influencer content, and assumes no liability for any Influencer content uploaded, posted, published and/or made available by Influencer, regardless if on and/or through any Wix channels of services, or for any loss, deletion or damage thereto or thereof or any loss, damage, cost or expense suffered or incurred as a result of or in connection with publishing, accessing and/or relying on any Influencer content. Furthermore, Wix shall not be liable for any mistakes, defamation, libel, falsehoods, obscenity, pornography, incitement and/or any other unlawful and/or infringing Influencer content.

9.4. In no event shall Wix be liable hereunder for any special, consequential, indirect, exemplary and/or punitive damages, or for loss of good will or business profits, nor will Wix be liable hereunder for any amount in excess of the Consideration.

10. **Miscellaneous**

10.1. It is hereby clarified that nothing in this Agreement shall be deemed an undertaking or obligation of Wix to accept an applicant into the program, and/or to promote the Productions (or any part thereof), or the Website, which shall remain at Wix’s sole discretion. Furthermore, Wix shall be entitled to request the removal, at any time and for any reason, of the Productions or Website, from any of its channels or publications, at its discretion. In such an event, Influencer will remove the requested assets within the time specified in such request.

10.2. For the avoidance of doubt, nothing hereunder shall constitute any employer-employee relations, nor any representation or agency relations between the parties hereunder. Influencer will not represent or contract on Wix behalf, nor use or mention Wix name and/or Wix products in a disparaging, derogatory or offensive manner.

10.3. Influencer may not assign or transfer any SOW or any rights granted under it. No amendment or waiver of any terms is binding unless in writing and signed by both parties.

10.4. Influencer will hold the terms of a SOW and the consideration thereunder in strictest confidence, and will not without prior written approval of Wix, publish, or otherwise disclose to others such information.

10.5. The headers and titles in these Terms are for convenience purposes only and may not be used for interpretation of content or otherwise.

10.6. In the event an ambiguity or question of intent or interpretation arises, these Terms shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

10.7. This Agreement will be governed by the laws of Israel and the courts in Tel Aviv, Israel will have sole jurisdiction over the subject matter.

10.8. Influencer agrees that, other than as specifically set forth in this Agreement, it shall have no further or additional rights, demands and/or claims from or against Wix of any kind or nature concerning the Production or its use by Wix or Influencer.
