

Dynavox Group AB – Terms and Conditions for Beta Program

BETA TEST AGREEMENT

Introduction

Thank you for your interest in participating in Dynavox Group AB (doing business as "Tobii Dynavox" and herein referenced as such)] Beta Test Program. By signing up or participating in this Beta Test, you agree to be bound by the following terms and conditions (the "Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PARTICIPATING IN THE TOBII DYNVOX BETA PROGRAM OR USING ANY RELATED SOFTWARE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS OR PARTICIPATE IN THE BETA PROGRAM. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE ENGLISH VERSION OF THIS AGREEMENT AND ANY TRANSLATION, THE ENGLISH VERSION SHALL PREVAIL.

1. Acceptance of Terms

By accessing or participating in the Tobii Dynavox Beta Program ("Beta Program"), you agree to these Terms of Use ("Terms") and all rules, policies, and procedures that Tobii Dynavox may issue or update. Use of the Beta Program constitutes acceptance of these Terms, including any future updates. Tobii Dynavox reserves the right to make changes to these Terms, and it is your responsibility to review them periodically.

2. Eligibility and Parental Consent

The Beta Program is intended for users who are at least 18 years old or have parental consent if under 18. If you are under 18, a parent or legal guardian must review these Terms and grant permission for your participation. Tobii Dynavox complies with applicable child privacy laws to safeguard the data of underage participants.

3. License and Use of Beta Program

Tobii Dynavox grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Beta Program (and its attached software and hardware) solely for testing and feedback purposes. You agree not to copy, distribute, modify, reverse engineer, or otherwise attempt to derive the source code of any materials or software provided. Unauthorized use of Beta Program materials will result in termination of your access.

Prohibited Activities:

- Disrupting or interfering with Beta Program operation or other participants' experience.
- Attempting to bypass or breach Beta Program security features.

- Using the Beta Program for commercial purposes or unauthorized distribution.

4. Non-Disclosure and Non-Disparagement

By participating in the Beta Program, you agree not to disclose any information or experiences related to unreleased products, software features, or feedback processes to any third party without prior written consent from Tobii Dynavox. Additionally, you agree not to make public statements that may harm Tobii Dynavox's reputation during or after your participation in the Beta Program.

5. No Compensation or Benefits

Participation in the Beta Program is voluntary and does not entitle you to compensation, benefits, or future employment. Any rewards or recognition for feedback will be explicitly stated in writing by Tobii Dynavox.

6. Independent Contractor Relationship

Nothing in these Terms shall be construed to create an employment, agency, or partnership relationship. You participate in the Beta Program as an independent contractor solely for testing and feedback purposes.

7. User Responsibilities and Information Review

Participants must provide accurate information, including, not limited to:

- Contact Information
- Location (Country/State/City)
- Technical and Usage Information relevant to the Product.

Every two years, participants will be prompted to review and update this information to maintain accuracy.

8. Feedback and Testing Details

Participants may need to provide input on:

- Current Device and Input Method(s)
- Current Software(s) in use
- Type of Testing (Software(s), New devices, Learning supports)

9. Ownership of Feedback

All feedback, suggestions, and ideas provided during the Beta Program become the exclusive property of Tobii Dynavox. Tobii Dynavox may use, modify, and commercialize feedback without obligation to compensate you.

10. Use of Beta Content and Material

Any materials provided during the Beta Program are for personal testing and feedback only. You agree not to use Beta Program materials outside the program or attempt to create derivative works.

11. Testing Interaction Types and Self-Assessment



Participants may engage in various testing interactions, including surveys, focus groups, and remote or on-location interactions. Self-assessment ratings may be collected to gauge participants' comfort levels in software proficiency and technical ability.

12. Confidentiality and Intellectual Property

You agree to keep all Beta-related information confidential. Tobii Dynavox retains ownership of all materials and intellectual property generated during the Beta Program. You have no ownership rights over Beta Program materials and may only use them for testing purposes.

13. Data Collection and Privacy

By participating, you agree that Tobii Dynavox may collect certain information to improve its products. Data collected includes contact information, location data, device information, and usage analytics, managed per our Privacy Notice and GDPR compliance. Every two years, participants will be asked to review their information.

Privacy Measures for Underage Participants: Parental consent is required for data collection from participants under 18.

14. Code of Conduct

Participants must uphold respectful and constructive conduct. Prohibited behaviors include harassment, discrimination, bullying, hacking, and unauthorized access or sharing of Beta Program materials.

15. Limited Beta Availability and Service Interruptions

Participation does not guarantee uninterrupted access to Beta Program services. Tobii Dynavox may restrict access temporarily or permanently for maintenance, updates, or other reasons, with no liability for data loss or interruptions.

16. Program Duration, Data Collection, and Opt-Out

Tobii Dynavox reserves the right to decide Program duration and other provisions of the beta testing and Data Collection. Any Data Collection will be facilitated in line with section 13. You may withdraw from the Beta Program anytime by notifying Tobii Dynavox. Upon withdrawal, unnecessary personal data will be deleted per the Privacy Policy, while anonymized feedback may be retained.

17. Limitations of Liability and Warranties

Beta Program Disclaimer: The Beta Program is provided strictly "as-is" for testing and feedback purposes. By participating, you acknowledge that Tobii Dynavox disclaims all liability for any damages, issues, or disruptions caused by your use of the beta software, including but not limited to bugs, defects, data loss, technical malfunctions, or compatibility issues with other systems or devices. Tobii Dynavox makes no guarantees regarding the stability, performance, or accuracy of this non-published software, and you agree to waive all claims against Tobii Dynavox for any losses, costs, or damages arising from or related to your participation in the Beta Program.

18. Indemnification

You agree to indemnify and hold Tobii Dynavox harmless from claims, damages, liabilities, costs, or expenses (including legal fees) arising from:

- Your participation in the Beta Program.
- Your violation of these Terms.
- Infringement of any intellectual property or other rights.

19. Modifications to Terms

Tobii Dynavox reserves the right to modify these Terms. Substantial changes will be communicated, and continued participation indicates acceptance. Participants are responsible for reviewing Terms updates.

20. Termination of Participation

Tobii Dynavox reserves the right to terminate participation at its discretion. Upon termination, participants must cease Beta Program activity and delete provided materials. Tobii Dynavox assumes no liability for costs, damages, or losses from termination.

21. Third-Party Software and Integration

The Beta Program may involve third-party software. Tobii Dynavox is not responsible for issues or data loss resulting from third-party software interactions. Participants are responsible for complying with third-party terms.

22. Termination for Inactivity

Tobii Dynavox reserves the right to terminate access for participants inactive for an extended period (e.g., 60 days). Reactivation requests will be considered but are not guaranteed.

23. Feedback Anonymity

Unless otherwise agreed, Tobii Dynavox may use feedback anonymously. Identifiable feedback will only be shared with permission.

24. Reporting Bugs and Errors

Participants agree to report any bugs, errors, or issues encountered, following the official feedback channels. Intentional misuse to create issues may lead to removal.

25. Prohibition on Data Export

Participants agree not to export or copy data or proprietary materials from the Beta Program environment without explicit permission from Tobii Dynavox. Unauthorized export may result in legal action.

26. Governing Law

These Terms are governed by the laws specified below based on your location, without regard to conflict of laws principles. Disputes will be subject to the arbitration provisions specified.

A. For residents of the United States, Mexico, or Canada: This Agreement will be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, USA, without regard to conflict of law principles. All disputes, controversies, and differences arising out of or relating to this Agreement shall be settled amicably through good faith negotiations. If a dispute cannot be resolved amicably, it shall be finally settled by arbitration conducted in Pittsburgh, Pennsylvania, in accordance with the rules of the American Arbitration Association. The arbitral award shall be final and binding upon the Parties, with each Party responsible for its own attorneys' fees and expenses, unless the arbitral award states otherwise.

B. For residents of the European Union, United Kingdom and the rest of the World: This Agreement will be interpreted and construed in accordance with the laws of Sweden, without regard to conflict of law principles. All disputes, controversies, and differences arising out of or relating to this Agreement shall be settled amicably through good faith negotiations. If a dispute cannot be resolved amicably, it shall be finally settled by the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitration shall be conducted in Stockholm, Sweden, in accordance with the rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral award shall be final and binding upon both Parties.