

## User Submission Terms

Please read the following user submission terms (the "Submission Terms") carefully. By submitting to personals@thecut.com, calling the hotline phone number, or submitting via any other means which may be identified from time to time, you understand and agree that Vox Media, LLC ("Vox Media"), parent company of The Cut, is collecting submissions for potential publication, including without limitation use in a newsletter, social media, websites, or related projects. These Submission Terms are a binding agreement between Vox Media, its parents, affiliates, licensees, successors, agents, and assigns, and you ("You" or "Your"), a user submitting information, stories, text, voice, audio, or audiovisual recordings, and any other materials (collectively, the "Content"). By submitting the Content, You hereby irrevocably grant to Vox Media, its parents, affiliates, licensees, successors, agents, and assigns, the exclusive, royalty-free, unencumbered, irrevocable, transferable, perpetual right, but not the obligation, to use the Content, in any and all formats and/or forms of media now known or hereafter devised, in whole or in part, throughout the universe, for editorial, commercial, promotional, or any other purpose, including without limitation in and in connection with Vox Media's project with the working title *The Cut Personals* (the "Project"). You agree that Vox Media shall have the irrevocable right to use, edit, alter (including without limitation editing or altering identifiable details in the Content), reproduce, display, perform, create derivative works based upon, or otherwise incorporate the Content into the Project, or any other project, and that Vox Media shall own all rights in and to the Project. By submitting the Content you are further irrevocably consenting to have any information you submit to Vox Media including without limitation Your name, date of birth, address, email address, social media handles or other identifiable monikers and contact information (collectively, the "Information") published, used, and stored by Vox Media, and that Vox Media may use such Information to contact You about your Content and Your possible continued participation in the Project. For the avoidance of doubt, you acknowledge and agree that any information you submit may be made public, including without limitation the Information. For more information about how Vox Media handles user information, please refer to Vox Media's Privacy Policy: <https://www.voxmedia.com/legal/privacy-notice>.

By submitting the Content, You hereby understand and agree that Vox Media receives numerous solicited and unsolicited submissions, ideas, videos, photographs, proposals, and pitches, and the Content You submit may be similar or identical to the Content submitted by other users, or to materials developed or in development by Vox Media or its employees, independent contractors and consultants, or other third-parties. You acknowledge and agree that Vox Media shall have the right to use such other similar or identical Content or materials without any obligation to You whatsoever, whether financial or otherwise. Neither your submission of the Content nor Vox Media's review of Your Content constitutes or creates an implied contract between you and Vox Media.

By submitting the Content, You hereby release Vox Media and its parents, affiliates, licensees, successors, and assigns (each a "Released Party") from and against, and shall neither sue nor bring any proceeding against any Released Party for (i) any claim or cause of action, whether now known or unknown, for defamation, invasion of right to privacy, trademark infringement, copyright infringement or any similar matter; (ii) any liability based on any use of the Content, or as a result of any exhibition, display, performance, exploitation, or distribution of the Project or any portion thereof; (iii) any claim for consideration or compensation for Content's use in the Project, participation in the Project, or the rights granted hereunder; and (iv) any death, injury, loss of enjoyment, emotional distress, or other harm or loss of any nature whatsoever caused by, contributed to, or arising out of the use of the Content. You agree to indemnify, defend, and hold any Released Party harmless for any breach of Your representations and warranties made herein. You waive any right to inspect or approve uses of the Content and any "moral rights" You may have in the Content or Project. You waive any right to seek injunctive relief and acknowledge that Your sole remedy for any claims against any Released Party in connection with the rights granted herein shall be an action at law to recover actual damages, and shall not include the right to terminate or rescind these Submission Terms or to enjoin, restrain or otherwise interfere with the Project or any Released Party's use of the Project.

You understand and agree that this is a complete RELEASE and DISCHARGE of all claims and rights against each Released Party and that no action will be taken by or on behalf of You with respect to any such rights, it being understood that these Submission Terms shall be binding upon Your heirs, executors and administrators. These Submission Terms shall be construed and controlled by the laws of the state of New York except for its conflicts of laws principles.

You represent and warrant that (i) the Content as submitted by You is truthful to the best of Your knowledge and the exercise of the rights granted herein will not violate or infringe upon the rights of any third party, including without limitation copyright, right of publicity, and invasion of privacy, or require any permission from or payment to any third party, (ii) You are eighteen years of age or older and have the full right and legal capacity to agree to these Submission Terms and make the grant of rights contained herein; and (iii) You have read and understand these Submission Terms prior to submitting the Content.