

203.

136. During all relevant times, Plaintiffs and the FLSA Class are covered employees entitled to the above-described FLSA's protections. *See* 29 U.S.C. § 203(e).

137. Plaintiffs and the FLSA Class are not exempt from the requirements of the FLSA. Plaintiffs and the FLSA Class are entitled to be paid overtime compensation for all hours worked over forty (40) in a workweek pursuant, not to fall below 1 ½ times the minimum wage. *See* 29 U.S.C. §§ 206(a)(1), 207(a)(1).

138. Vox's compensation scheme applicable to Plaintiffs and the FLSA Class failed to comply with 29 U.S.C. §§ 206(a)(1), 207(a)(1).

139. Vox knowingly failed to compensate Plaintiffs and the FLSA Class at a rate of one and one-half (1 ½) times their regular hourly wage for hours worked in excess of forty (40) hours per week, not to fall below 1 ½ times the minimum wage, in violation of 29 U.S.C. §§ 206(a)(1), 207(a)(1).

140. Vox also failed to make, keep, and preserve records with respect to Plaintiffs and the FLSA Class sufficient to determine their wages, hours, and other conditions of employment in violation of the FLSA. 29 U.S.C. § 211(c); 29 C.F.R. §§ 516.5(a), 516.6(a)(1), 516.2(c).

141. In violating the FLSA, Vox acted willfully and with reckless disregard of clearly applicable FLSA provisions.

142. Pursuant to 29 U.S.C. § 216(b), employers such as Vox, who intentionally fail to pay an employee wages in conformance with the FLSA shall be liable to the employee for unpaid wages, liquidated damages, court costs and attorneys' fees incurred in recovering the unpaid wages.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs seek the following relief on behalf of themselves and all others similarly situated:

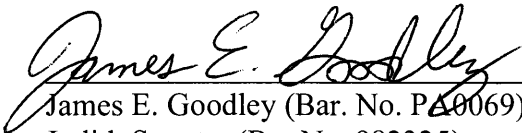
- a. An order permitting this litigation to proceed as an FLSA collective action pursuant to 29 U.S.C. § 216(b);
- b. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential FLSA Class members;
- c. Back pay damages (including unpaid minimum wages and overtime compensation) and prejudgment interest to the fullest extent permitted under the law;
- d. Liquidated damages to the fullest extent permitted under the law;
- e. Litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the law; and
- f. Such other and further relief as this Court deems just and proper.

**JURY TRIAL DEMAND**

Plaintiff demands a trial by jury for all issues of fact.

Dated: October 23, 2017

Respectfully Submitted,

  
James E. Goodley (Bar. No. PA0069)

Judith Sznyter (Bar No. 982325)

Stephen J. Holroyd\*

Marc. L. Gelman\*

JENNINGS SIGMOND, P.C.

1835 Market Street, Suite 2800

Philadelphia, PA 19103

Telephone: (215) 351-0613/0641/0670/0623

jgoodley@jslex.com

jsznyter@jslex.com

sholroyd@jslex.com

mgelman@jslex.com

*Attorneys for Plaintiffs and the FLSA Class*

*\* Admitted Pro Hac Vice*

**CERTIFICATE OF SERVICE**

I, James E. Goodley, Esquire state under penalty of perjury that I caused a copy of the foregoing First Amended Collective Action Complaint to be served via the CM/ECF electronic noticing system on the date and to the addresses below:

Jason C. Schwartz  
GIBSON, DUNN & CRUTCHER LLP  
1050 Connecticut Avenue, N.W.  
Washington, D.C. 20036-5303  
[jschwartz@gibsondunn.com](mailto:jschwartz@gibsondunn.com)

Theodore J. Boutrous Jr.  
GIBSON, DUNN & CRUTCHER LLP  
333 South Grand Avenue  
Los Angeles, CA 90071-3197  
[tboutrous@gibsondunn.com](mailto:tboutrous@gibsondunn.com)

*Attorneys for Defendant*

/s/James E. Goodley  
JAMES E. GOODLEY, ESQUIRE

Date: October 23, 2017

**THIS DOCUMENT HAS BEEN ELECTRONICALLY FILED AND IS AVAILABLE  
FOR VIEWING AND DOWNLOADING FROM THE ECF SYSTEM**

# **Exhibit 1**

**VOX MEDIA, INC.  
BLOGGER AGREEMENT**

**THIS BLOGGER AGREEMENT** (the “Agreement”) is made by and between **VOX MEDIA, INC.**, a Delaware corporation (“Vox Media”), and Cheryl Bradley \_\_\_\_\_ an individual (“Blogger”), effective as of June 1, 2013 \_\_\_\_\_ (the “Effective Date”).

**RECITALS**

**WHEREAS**, Vox Media and Blogger desire to enter into a Blogger Agreement under which Blogger will provide services to Vox Media and receive the compensation described herein.

**NOW THEREFORE**, the parties agree as follows:

**1. Engagement.** Vox Media engages Blogger to perform, and Blogger agrees to perform, the blogging services specified in Exhibit A (collectively, the “Services”) for the web site specified in Exhibit A (the “Site”), and to create the Work Product (as defined below in Section 3(b)).

**2. Compensation.** As compensation in full for the performance of the Services, Blogger will be compensated as set forth on Exhibit A hereto. Blogger will perform the Services at its own expense and using its own resources and equipment. For purposes of clarification, Vox Media will be responsible for all costs related to the hosting of the Site.

**3. Intellectual Property Rights**

**(a) Site.** As between the parties, Vox Media shall own and retain all right, title, and interest in and to the Site, including, without limitation, the domain name of the Site (including any and all credit for traffic thereto), the Site’s “look and feel” and any branding or content contained on the Site (including but not limited to the right to register and use the name of the Site or any variation thereof as a Twitter username).

**(b) Work Product.** Blogger assigns to Vox Media all right, title, and interest in and to any work product created by Blogger, or to which Blogger contributes, pursuant to this Agreement (collectively, the “Work Product”), including all copyrights, trademarks and other intellectual property rights embodied therein. Blogger will sign any additional documents that may be reasonably necessary to effect such assignment.

**(c) License to Blogger.** Notwithstanding Vox Media’s ownership of the Work Product, Vox Media grants to Blogger a non-exclusive, royalty-free, worldwide, irrevocable, perpetual license to use, publish, distribute and reproduce the Work Product in any print, terrestrial or satellite radio, or broadcast television publication, so long as such publication provides attribution to Vox Media (*i.e.*, credits Vox Media or the Site as the original publication location, in mutually agreeable language), provided that such publication is made at least ninety (90) days after the first publication date of the Work Product under this Agreement. For purposes of clarification, Blogger acknowledges that Vox Media, as the owner of the Work Product, may also use, publish, distribute and reproduce the Work Product in these media, and retain any revenue generated thereby.

**(d) Editorial Control.** Blogger shall exercise editorial control over the Work Product, including content Blogger posts to the Site; provided, however, that Blogger agrees to (i) post only content that is relevant for the audience and topic of the Site; (ii) abide by the Vox Media’s Terms of Use, Privacy Policy and Blogger Guidelines & Policies (as attached as Exhibit B hereto), and as any of such may be updated by Vox Media from time to time; and (iii) consider in good faith any recommendations or suggestions made by Vox Media concerning such content. Blogger understands that Vox Media may edit any Work Product, add content to the Site, and/or take down any Work Product or the Site in its entirety, within the reasonable business judgment of Vox Media.

**(e) Monetization of Site.** For the avoidance of doubt, the parties agree that Vox Media shall have exclusive control and decision-making authority regarding any and all revenue-generating opportunities with respect to the Site.

**4. Representations and Warranties.** Blogger represents and warrants that: (a) the Work Product will not violate or infringe upon (i) any copyright, patent, or trademark right; (ii) any other proprietary or other right of any third party, including but not limited to any third party rights to privacy or publicity; or (iii) any other applicable law or regulation; of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law; (b) Blogger has the right and authority to enter into this Agreement and to assign the Work Product to Vox Media as set forth in Section 3, (c) Blogger will comply with the terms of this Agreement, and (d) the Work Product will be

created pursuant to the Blogger Guidelines & Policies as may be updated by Vox Media from time to time.

**5. Relationship of Parties.** Blogger's relationship with Vox Media is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Blogger will not be entitled to any of the benefits that Vox Media may make available to its employees. Blogger is not authorized to make any representation, contract, or commitment on behalf of Vox Media unless specifically requested or authorized in writing to do so by a Vox Media officer. Blogger is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of fees under this Agreement. No part of Blogger's compensation will be subject to withholding by Vox Media for the payment of any social security, federal, state, or any other employee payroll taxes. Vox Media will regularly report amounts paid to Blogger by filing Form 1099-MISC with the Internal Revenue Service as required by law.

**6. Confidential Information.** Unless authorized by Vox Media, Blogger agrees to hold all Confidential Information in the strictest confidence, not to disclose Confidential Information to any third parties, and to use Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. "Confidential Information" shall mean all information, excluding information available from the public domain, disclosed by Vox Media to Blogger related to the current, future, and proposed business, products, and services of Vox Media. For purposes of clarification, Blogger will treat any and all terms of Blogger's relationship with Vox Media, financial or otherwise, as Confidential Information, and will not disclose any such information to any other party whatsoever (including but not limited to other bloggers who may be associated or affiliated with Vox Media).

**7. No Conflict of Interest.** Blogger is not subject to, and will not accept, any obligation that is inconsistent or incompatible with Blogger's obligations under this Agreement. Blogger has the right to provide blogging services to others during the Term as long as: (a) such other engagement or performance does not interfere in any way with the timely and professional performance of the Services to Vox Media; (b) such other engagement or performance does not compromise Vox Media's

Confidential Information; (c) Blogger does not post Work Product on Blogger's own personal website or provide Work Product to any third party websites (however, Blogger may provide a link from Blogger's own personal website to Site); and (d) any blogging services that Blogger provides to a third party cannot be identical or substantially similar to, or relate to the Subject (as defined in Exhibit A hereto) of the Work Product provided to Vox Media.

## **8. Term and Termination**

**(a) Term.** The initial term of this Agreement is for one (1) year from the Effective Date, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew on its anniversary date, for one year terms, unless Vox Media provides written notice of its intent not to renew the Agreement at least fifteen (15) days prior to any such anniversary date.

**(b) Termination.** Either party may terminate this Agreement (i) immediately in the event of a material breach by the other party, which breach remains uncured for a period of ten (10) days after written notice of such breach is delivered to the breaching party, or (ii) for convenience upon thirty (30) days' written notice to the other party. Vox Media shall pay any amounts owed to Blogger as of the date of termination promptly after termination of this Agreement. For purposes of clarification, it is mutually understood that an isolated failure to fulfill the Services requirements as set forth on Exhibit A shall not constitute a material breach of this Agreement, whereas a pattern of failures to fulfill the Services requirements as set forth on Exhibit A would constitute a material breach of this Agreement and, unlike other material breach situations, would entitle Vox Media to immediately terminate this Agreement without any cure period.

**(c) Survival.** The rights and obligations contained in Sections 3 ("Intellectual Property Rights"), 4 ("Representations and Warranties"), 6 ("Confidential Information"), 8(c) ("Survival"), and 9 ("Miscellaneous") will survive any termination or expiration of this Agreement.

## **9. Miscellaneous**

**(a) Assignment.** Blogger may not subcontract or otherwise delegate its obligations under this Agreement without Vox Media's prior written consent. Any attempted assignment in violation of this Section shall be void and without effect. Subject to the foregoing, this Agreement shall

benefit and bind the parties' successors and permitted assigns.

**(b) Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered by email to your League Manager, with a copy to [writercare@sbnation.com](mailto:writercare@sbnation.com), except that any notice of termination shall be provided by both email and either registered or certified mail, return receipt requested, postage prepaid; or overnight mail with a nationally-recognized courier, specifying next day delivery (to the address set forth on the signature page hereof). All notices to Blogger shall be sent to the address or email as provided by Blogger to Vox Media; Blogger shall promptly notify Vox Media of any changes to Blogger's personal data and information. Contact information may be changed by notice as provided herein. Notice shall be deemed effectively given: (i) when sent by confirmed email; (ii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after deposit with a nationally-recognized overnight courier, specifying next day delivery with written verification of receipt.

**(c) Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Delaware as such laws are applied to agreements

entered into and to be performed entirely within Delaware between Delaware residents. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the District of Columbia and federal courts in the District of Columbia, for any disputes arising out of or relating to this Agreement.

**(d) Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**(e) Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

**(f) Entire Agreement.** This Agreement, as well as all Exhibits hereto, the Privacy Policy and Terms of Use (each as may be updated from time to time), constitutes the entire agreement between the parties relating to this subject matter and supersede all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VOX MEDIA, INC.

Signature: Lauren S. Fisher

Printed Name: Lauren Fisher

Title: Vice President & General Counsel

Address: 1740 N Street, NW  
Washington, DC 20036

E-mail: [Lauren@voxmedia.com](mailto:Lauren@voxmedia.com)

BLOGGER

Signature: Cheryl C. Bradley  
Cheryl C. Bradley (Jul 2, 2013)

Printed Name: Cheryl C. Bradley

Address: [REDACTED]

E-mail: [REDACTED]

**EXHIBIT A**  
**Blogger Services**

**SITE:** www.milehighhockey.COM

**SUBJECT:** Colorado Avalanche hockey (“Subject”)

**SERVICES:**

Blogger shall develop and post on the Site content specific to and related to the Subject of the Site. At a minimum, Blogger shall:

- post Work Product in the form of a new, original, proofread and copy-edited (for spelling and/or grammar) blog entry or news story that contains some form of multimedia content (i.e., photo or video) to the Site at least five (5) times per week;
- post a post-game/event commentary/recap, ideally immediately following the completion of any game/event, but in all cases within six (6) hours of the end of each game/event (including pre-season and post-season), or no later than 9 a.m. Eastern Time the morning following the game/event, whichever is earlier, for any game played by the sports team or athlete that is the subject of the Site;
- post a game/event-day open-thread on each day that the sport, league, or sports team that is the subject of the Site has a scheduled game, match, or event (including pre-season and post-season);
- post Work Product in the form of new, original, proofread and copy-edited (for spelling and/or grammar) Tweets and/or Facebook entries to Site accounts on Twitter and Facebook, respectively, at least five (5) times per week (this Service may be conducted by Blogger or Blogger’s designee);
- monitor Site’s account on Facebook to ensure Work Product that appears on Site is linked to from Site’s Facebook page within four (4) hours of original posting of Work Product on Site (this Service may be conducted by Blogger or Blogger’s designee);
- monitor Site’s Twitter account to ensure frequent activity and tweeting (this Service may be conducted by Blogger or Blogger’s designee);
- attach appropriate player, team and event tags to all stories;
- mark appropriate stories for syndication partners via the “submit for distribution” tool;
- work collaboratively with Vox Media management to maximize audience engagement and revenue generation in association with the Site;
- promote Site through social media and other tools, including Site accounts on Twitter and Facebook;
- work in good faith with Vox Media management and designees to maximize synergy, crossover and growth of the overall Vox Media network;
- reply within timely manner to all inquires from Vox Media management and its designees;
- participate in live or periodic Vox Media conference call updates (not to exceed ninety (90) minutes in the aggregate per calendar quarter); and



- complete all assignments in a timely fashion, make best efforts to ensure that the Site is properly and frequently updated, and notify League Manager and find another blogger/staff member to cover the assignment in the event that Blogger is unable to do so.

**Lead Blogger:** Blogger shall act as lead blogger for the Site (“Lead Blogger.”) As Lead Blogger, Blogger shall offer guidance, insight and mentoring to contributors. Blogger shall also provide assignments to contributors, and ensure assignments are completed properly.

**Service Outage/Suspension:** Vox Media may suspend or cancel operation of the Site at any time for any reason (such as reasons of safety , security, etc.) at Vox Media’s sole discretion. In the event of an outage or suspension of the Site that is not under Blogger’s control, Blogger will not be deemed in violation of the Services requirement set forth above due to Blogger’s inability to meet such obligations, provided that Blogger resumes provision of the Services promptly following resumption of the operation of the Site.

#### COMPENSATION

Vox Media will pay Blogger a stipend of one hundred twenty five dollars (\$ 125 ) per month, payable on a monthly basis. From time to time, in the sole discretion of Vox Media: (a) Vox Media may reassess the stipend based on relative traffic to the Site, growth of traffic and pageviews to the Site, Blogger’s tenure with Vox Media, and the quality of Blogger’s Work Product; and (b) Vox Media may pay bonuses to Blogger.

**EXHIBIT B**  
**Blogger Guidelines & Policies**

1. Content which demeans any group based on race, sex, age, sexual orientation or religious beliefs is absolutely prohibited by the bloggers or users.
2. Content should be new and original and not plagiarized from any other source. If content is used from another source it should be quoted and linked back to.
3. Privacy is of the utmost importance for our users, even those engaging in trolling. You should never publish any intellectual property or private information publicly. We have developed tools to deal with excessive trolling.
4. Profanity will happen on occasion. We understand that's part of the deal with sports fans, but please refrain from excessive or gratuitous profanity and keep the profanity completely out of any headlines, including FanPosts.
5. Threats of physical violence, even in jest, are not acceptable in any context.
6. We prefer that politics be left for political blogs, but if you are going to bring it up be prepared for the backlash against whatever political beliefs you might have. It's probably best left off our blogs. This is probably a good philosophy to take with religion too.
7. Every community should have clear community guidelines which every member of the community should be aware and respect and abide by.

**EXHIBIT C**

**Blogger Data**

**Legal Name:** Cheryl C Bradley

**Primary Email Address:** [REDACTED]

**Address:** [REDACTED]

**Blogger Cell Phone:** [REDACTED]

**Alternative Phone:**

**Blog Name/URL:** www.milehighhockey.com

**Blogger SSN:** [REDACTED]

**Name or Business to Send Payments to (if different from name above):**

Any changes to the information provided above shall be reported to your League Manager, with a copy to <a href="mailto:bloggeradmin@sbnation.com">bloggeradmin@sbnation.com</a> .
---

## **Exhibit 2**

**VOX MEDIA, INC.  
BLOGGER AGREEMENT**

**THIS BLOGGER AGREEMENT** (the “Agreement”) is made by and between **VOX MEDIA, INC.**, a Delaware corporation (“Vox Media”), and Johnny Wakefield an individual (“Blogger”), effective as of January 1, 2016 (the “Effective Date”).

**RECITALS**

**WHEREAS**, Vox Media and Blogger desire to enter into a Blogger Agreement under which Blogger will provide services to Vox Media and receive the compensation described herein.

**NOW THEREFORE**, the parties agree as follows:

**1. Engagement.** Vox Media engages Blogger to perform, and Blogger agrees to perform, the blogging services specified in Exhibit A (collectively, the “Services”) for the web site specified in Exhibit A (the “Site”), and to create the Work Product (as defined below in Section 3(b)).

**2. Compensation.** As compensation in full for the performance of the Services, Blogger will be compensated as set forth on Exhibit A hereto. Blogger will perform the Services at its own expense and using its own resources and equipment. For purposes of clarification, Vox Media will be responsible for all costs related to the hosting of the Site.

**3. Intellectual Property Rights**

**(a) Site.** As between the parties, Vox Media shall own and retain all right, title, and interest in and to the Site, including, without limitation, the domain name of the Site (including any and all credit for traffic thereto), the Site’s “look and feel” and any branding or content contained on the Site (including but not limited to the right to register and use the name of the Site or any variation thereof as a Twitter username).

**(b) Work Product.** Blogger assigns to Vox Media all right, title, and interest in and to any work product created by Blogger, or to which Blogger contributes, pursuant to this Agreement (collectively, the “Work Product”), including all copyrights, trademarks and other intellectual property rights embodied therein. Blogger will sign any additional documents that may be reasonably necessary to effect such assignment.

**(c) License to Blogger.** Notwithstanding Vox Media’s ownership of the Work Product, Vox Media grants to Blogger a non-exclusive, royalty-free, worldwide, irrevocable, perpetual license to use, publish, distribute and reproduce the Work Product in any print, terrestrial or satellite radio, or broadcast television publication, so long as such publication provides attribution to Vox Media (*i.e.*, credits Vox Media or the Site as the original publication location, in mutually agreeable language), provided that such publication is made at least ninety (90) days after the first publication date of the Work Product under this Agreement. For purposes of clarification, Blogger acknowledges that Vox Media, as the owner of the Work Product, may also use, publish, distribute and reproduce the Work Product in these media, and retain any revenue generated thereby.

**(d) Editorial Control.** Blogger shall exercise editorial control over the Work Product, including content Blogger posts to the Site; provided, however, that Blogger agrees to (i) post only content that is relevant for the audience and topic of the Site; (ii) abide by the Vox Media’s Terms of Use, Privacy Policy and Blogger Guidelines & Policies (as attached as Exhibit B hereto), and as any of such may be updated by Vox Media from time to time; and (iii) consider in good faith any recommendations or suggestions made by Vox Media concerning such content. Blogger understands that Vox Media may edit any Work Product, add content to the Site, and/or take down any Work Product or the Site in its entirety, within the reasonable business judgment of Vox Media.

**(e) Monetization of Site.** For the avoidance of doubt, the parties agree that Vox Media shall have exclusive control and decision-making authority regarding any and all revenue-generating opportunities with respect to the Site.

**4. Representations and Warranties.** Blogger represents and warrants that: (a) the Work Product will not violate or infringe upon (i) any copyright, patent, or trademark right; (ii) any other proprietary or other right of any third party, including but not limited to any third party rights to privacy or publicity; or (iii) any other applicable law or regulation; of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law; (b) Blogger has the right and authority to enter into this Agreement and to assign the Work Product to Vox Media as set forth in Section 3, (c) Blogger will comply with the terms of this Agreement, and (d) the Work Product will be

created pursuant to the Blogger Guidelines & Policies as may be updated by Vox Media from time to time.

**5. Relationship of Parties.** Blogger's relationship with Vox Media is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Blogger will not be entitled to any of the benefits that Vox Media may make available to its employees. Blogger is not authorized to make any representation, contract, or commitment on behalf of Vox Media unless specifically requested or authorized in writing to do so by a Vox Media officer. Blogger is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of fees under this Agreement. No part of Blogger's compensation will be subject to withholding by Vox Media for the payment of any social security, federal, state, or any other employee payroll taxes. Vox Media will regularly report amounts paid to Blogger by filing Form 1099-MISC with the Internal Revenue Service as required by law.

**6. Confidential Information.** Unless authorized by Vox Media, Blogger agrees to hold all Confidential Information in the strictest confidence, not to disclose Confidential Information to any third parties, and to use Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. "Confidential Information" shall mean all information, excluding information available from the public domain, disclosed by Vox Media to Blogger related to the current, future, and proposed business, products, and services of Vox Media. For purposes of clarification, Blogger will treat any and all terms of Blogger's relationship with Vox Media, financial or otherwise, as Confidential Information, and will not disclose any such information to any other party whatsoever (including but not limited to other bloggers who may be associated or affiliated with Vox Media).

**7. No Conflict of Interest.** Blogger is not subject to, and will not accept, any obligation that is inconsistent or incompatible with Blogger's obligations under this Agreement. Blogger has the right to provide blogging services to others during the Term as long as: (a) such other engagement or performance does not interfere in any way with the timely and professional performance of the Services to Vox Media; (b) such other engagement or performance does not compromise Vox Media's

Confidential Information; (c) Blogger does not post Work Product on Blogger's own personal website or provide Work Product to any third party websites (however, Blogger may provide a link from Blogger's own personal website to Site); and (d) any blogging services that Blogger provides to a third party cannot be identical or substantially similar to, or relate to the Subject (as defined in Exhibit A hereto) of the Work Product provided to Vox Media.

## **8. Term and Termination**

**(a) Term.** The initial term of this Agreement is for one (1) year from the Effective Date, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew on its anniversary date, for one year terms, unless Vox Media provides written notice of its intent not to renew the Agreement at least fifteen (15) days prior to any such anniversary date.

**(b) Termination.** Either party may terminate this Agreement (i) immediately in the event of a material breach by the other party, which breach remains uncured for a period of ten (10) days after written notice of such breach is delivered to the breaching party, or (ii) for convenience upon thirty (30) days' written notice to the other party. Vox Media shall pay any amounts owed to Blogger as of the date of termination promptly after termination of this Agreement. For purposes of clarification, it is mutually understood that an isolated failure to fulfill the Services requirements as set forth on Exhibit A shall not constitute a material breach of this Agreement, whereas a pattern of failures to fulfill the Services requirements as set forth on Exhibit A would constitute a material breach of this Agreement and, unlike other material breach situations, would entitle Vox Media to immediately terminate this Agreement without any cure period.

**(c) Survival.** The rights and obligations contained in Sections 3 ("Intellectual Property Rights"), 4 ("Representations and Warranties"), 6 ("Confidential Information"), 8(c) ("Survival"), and 9 ("Miscellaneous") will survive any termination or expiration of this Agreement.

## **9. Miscellaneous**

**(a) Assignment.** Blogger may not subcontract or otherwise delegate its obligations under this Agreement without Vox Media's prior written consent. Any attempted assignment in violation of this Section shall be void and without effect. Subject to the foregoing, this Agreement shall

benefit and bind the parties' successors and permitted assigns.

**(b) Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered by email to your League Manager, with a copy to [writercare@sbnation.com](mailto:writercare@sbnation.com), except that any notice of termination shall be provided by both email and either registered or certified mail, return receipt requested, postage prepaid; or overnight mail with a nationally-recognized courier, specifying next day delivery (to the address set forth on the signature page hereof). All notices to Blogger shall be sent to the address or email as provided by Blogger to Vox Media; Blogger shall promptly notify Vox Media of any changes to Blogger's personal data and information. Contact information may be changed by notice as provided herein. Notice shall be deemed effectively given: (i) when sent by confirmed email; (ii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after deposit with a nationally-recognized overnight courier, specifying next day delivery with written verification of receipt.

**(c) Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Delaware as such laws are applied to agreements

entered into and to be performed entirely within Delaware between Delaware residents. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the District of Columbia and federal courts in the District of Columbia, for any disputes arising out of or relating to this Agreement.

**(d) Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

**(e) Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

**(f) Entire Agreement.** This Agreement, as well as all Exhibits hereto, the Privacy Policy and Terms of Use (each as may be updated from time to time), constitutes the entire agreement between the parties relating to this subject matter and supersede all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VOX MEDIA, INC.

Signature: Lauren S. Fisher

Printed Name: Lauren Fisher

Title: Vice President & General Counsel

Address: 1740 N Street, NW  
Washington, DC 20036

E-mail: [Lauren@voxmedia.com](mailto:Lauren@voxmedia.com)

BLOGGER

Signature: Johnny Wakefield  
Johnny Wakefield (Jan 8, 2016)

Printed Name: Johnny Wakefield

Address: [REDACTED]

E-mail: [REDACTED]

**EXHIBIT A**  
**Blogger Services**

**SITE:** www.thoughtitaltogether.sbnation.com

**SUBJECT:** Leeds United (“Subject”)

**SERVICES:**

Blogger shall develop and post on the Site content specific to and related to the Subject of the Site. At a minimum, Blogger shall:

- post Work Product in the form of a new, original, proofread and copy-edited (for spelling and/or grammar) blog entry or news story that contains some form of multimedia content (i.e., photo or video) to the Site at least four (4) times per week, with at least one blog entry or news story posted a daily basis during the business week (this Service may be conducted by Blogger or Blogger’s designee);
- post a post-game/event commentary/recap, ideally immediately following the completion of any game/event, but in all cases within six (6) hours of the end of each game/event (including pre-season and post-season), or no later than 9 a.m. Eastern Time the morning following the game/event, whichever is earlier, for any game played by the sports team or athlete that is the subject of the Site (this Service may be conducted by Blogger or Blogger’s designee);
- post a game/event-day open-thread on each day that the sport, league, or sports team that is the subject of the Site has a scheduled game, match, or event (including pre-season and post-season) (this Service may be conducted by Blogger or Blogger’s designee);
- attach appropriate player, team and event tags to all stories;
- mark appropriate stories for syndication partners via the “submit for distribution” tool;
- work collaboratively with Vox Media management to maximize audience engagement and revenue generation in association with the Site;
- promote Site through social media and other tools, including Site accounts on Twitter and Facebook;
- work in good faith with Vox Media management and designees to maximize synergy, crossover and growth of the overall Vox Media network;
- reply within timely manner to all inquires from Vox Media management and its designees;
- participate in live or periodic Vox Media conference call updates (not to exceed ninety (90) minutes in the aggregate per calendar quarter); and
- complete all assignments in a timely fashion, make best efforts to ensure that the Site is properly and frequently updated, and notify League Manager and find another blogger/staff member to cover the assignment in the event that Blogger is unable to do so.

**Lead Blogger:** Blogger shall act as lead blogger for the Site (“Lead Blogger.”) As Lead Blogger, Blogger shall offer guidance, insight and mentoring to contributors. Blogger shall also provide assignments to contributors, and ensure assignments are completed properly.



**Service Outage/Suspension:** Vox Media may suspend or cancel operation of the Site at any time for any reason (such as reasons of safety , security, etc.) at Vox Media's sole discretion. In the event of an outage or suspension of the Site that is not under Blogger's control, Blogger will not be deemed in violation of the Services requirement set forth above due to Blogger's inability to meet such obligations, provided that Blogger resumes provision of the Services promptly following resumption of the operation of the Site.

**COMPENSATION**

Vox Media will pay Blogger a stipend of fifty dollars (\$50) per month, payable on a monthly basis. From time to time, in the sole discretion of Vox Media: (a) Vox Media may reassess the stipend based on relative traffic to the Site, growth of traffic and pageviews to the Site, Blogger's tenure with Vox Media, and the quality of Blogger's Work Product; and (b) Vox Media may pay bonuses to Blogger.

**EXHIBIT B**  
**Blogger Guidelines & Policies**

1. Content which demeans any group based on race, sex, age, sexual orientation or religious beliefs is absolutely prohibited by the bloggers or users.
2. Content should be new and original and not plagiarized from any other source. If content is used from another source it should be quoted and linked back to.
3. Privacy is of the utmost importance for our users, even those engaging in trolling. You should never publish any intellectual property or private information publicly. We have developed tools to deal with excessive trolling.
4. Profanity will happen on occasion. We understand that's part of the deal with sports fans, but please refrain from excessive or gratuitous profanity and keep the profanity completely out of any headlines, including FanPosts.
5. Threats of physical violence, even in jest, are not acceptable in any context.
6. We prefer that politics be left for political blogs, but if you are going to bring it up be prepared for the backlash against whatever political beliefs you might have. It's probably best left off our blogs. This is probably a good philosophy to take with religion too.
7. Every community should have clear community guidelines which every member of the community should be aware and respect and abide by.

**EXHIBIT C**

**Blogger Data**

**Legal Name:** John Michael Wakefield

**Primary Email Address:** [REDACTED]

**Address:** [REDACTED]

**Blogger Cell Phone:** [REDACTED]

**Alternative Phone:** [REDACTED]

**Blog Name/URL:** throughitaltogether.sbnation.com

**Blogger SSN:** [REDACTED]

**Name or Business to Send Payments to (if different from name above):**

Any changes to the information provided above shall be reported to your League Manager, with a copy to <a href="mailto:writercare@sbnation.com">writercare@sbnation.com</a> .
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## **Exhibit 3**

**VOX MEDIA, INC.**  
**BLOGGER AGREEMENT**

**THIS BLOGGER AGREEMENT** (the "Agreement") is made by and between **VOX MEDIA, INC.**, a Delaware corporation ("Vox Media"), and Maija Varda, an individual ("Blogger"), effective as of May 1, 2016 (the "Effective Date").

**RECITALS**

**WHEREAS**, Vox Media and Blogger desire to enter into a Blogger Agreement under which Blogger will provide services to Vox Media and receive the compensation described herein.

**NOW THEREFORE**, the parties agree as follows:

**1. Engagement.** Vox Media engages Blogger to perform, and Blogger agrees to perform, the blogging services specified in Exhibit A (collectively, the "Services") for the web site specified in Exhibit A (the "Site"), and to create the Work Product (as defined below in Section 3(b)).

**2. Compensation.** As compensation in full for the performance of the Services, Blogger will be compensated as set forth on Exhibit A hereto. Blogger will perform the Services at its own expense and using its own resources and equipment. For purposes of clarification, Vox Media will be responsible for all costs related to the hosting of the Site.

**3. Intellectual Property Rights**

**(a) Site.** As between the parties, Vox Media shall own and retain all right, title, and interest in and to the Site, including without limitation, the domain name of the Site (including any and all credit for traffic thereto), the Site's "look and feel" and any branding or content contained on the Site (including but not limited to the right to register and use the name of the Site or any variation thereof as a Twitter username, Facebook username, YouTube username or in any and all social media platforms, sites or applications whether now known or hereafter devised (collectively "Social Media Accounts")). For the avoidance of doubt, Vox Media shall own and retain all right, title and interest to all Social Media Accounts (and shall retain the followers of any such Social Media Accounts created prior to or during the Term of this Agreement) and Blogger shall provide any Social Media Account, associated passwords, or information pertaining to the account immediately

upon request from Vox Media. Furthermore, upon termination of this Agreement, Blogger agrees to cease using any Social Media Account associated with the Site immediately, unless Blogger is granted explicit written permission by Vox Media to continue using such Social Media Account.

**(b) Work Product.** Blogger assigns to Vox Media all right, title, and interest in and to any work product created by Blogger, or to which Blogger contributes, pursuant to this Agreement (collectively, the "Work Product"), including all copyrights, trademarks and other intellectual property rights embodied therein. Blogger will sign any additional documents that may be reasonably necessary to effect such assignment.

**(c) License to Blogger.** Notwithstanding Vox Media's ownership of the Work Product, Vox Media grants to Blogger a non-exclusive, royalty-free, worldwide, irrevocable, perpetual license to use, publish, distribute and reproduce the Work Product in any print, terrestrial or satellite radio, or broadcast television publication, so long as such publication provides attribution to Vox Media (*i.e.*, credits Vox Media or the Site as the original publication location, in mutually agreeable language), provided that such publication is made at least ninety (90) days after the first publication date of the Work Product under this Agreement. For purposes of clarification, Blogger acknowledges that Vox Media, as the owner of the Work Product, may also use, publish, distribute and reproduce the Work Product in these media, and retain any revenue generated thereby.

**(d) Editorial Control.** Blogger shall exercise editorial control over the Work Product, including content Blogger posts to the Site; provided, however, that Blogger agrees to (i) post only content that is relevant for the audience and topic of the Site; (ii) abide by the Vox Media's Terms of Use, Privacy Policy and Blogger Guidelines & Policies (as attached as Exhibit B hereto), and as any of such may be updated by Vox Media from time to time; and (iii) consider in good faith any recommendations or suggestions made by Vox Media concerning such content. Blogger understands that Vox Media may edit any Work Product, add content to the Site, and/or take down any Work Product or the Site in its entirety, within the reasonable business judgment of Vox Media.

**(e) Monetization of Site.** For the avoidance of doubt, the parties agree that Vox Media shall have exclusive control and decision-making

authority regarding any and all revenue-generating opportunities with respect to the Site.

#### **4. Representations and Warranties.**

Blogger represents and warrants that: (a) the Work Product will not violate or infringe upon (i) any copyright, patent, or trademark right; (ii) any other proprietary or other right of any third party, including but not limited to any third party rights to privacy or publicity; or (iii) any other applicable law or regulation; of publicity or privacy, or any other proprietary right of any person, whether contractual, statutory or common law; (b) Blogger has the right and authority to enter into this Agreement and to assign the Work Product to Vox Media as set forth in Section 3, (c) Blogger will comply with the terms of this Agreement, and (d) the Work Product will be created pursuant to the Blogger Guidelines & Policies as may be updated by Vox Media from time to time.

#### **5. Relationship of Parties.**

Blogger's relationship with Vox Media is that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to, create a partnership, agency, joint venture or employment relationship. Blogger will not be entitled to any of the benefits that Vox Media may make available to its employees. Blogger is not authorized to make any representation, contract, or commitment on behalf of Vox Media unless specifically requested or authorized in writing to do so by a Vox Media officer. Blogger is solely responsible for, and will file, on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state or local tax authority with respect to the performance of the Services and receipt of fees under this Agreement. No part of Blogger's compensation will be subject to withholding by Vox Media for the payment of any social security, federal, state, or any other employee payroll taxes. Vox Media will regularly report amounts paid to Blogger by filing Form 1099-MISC with the Internal Revenue Service as required by law.

#### **6. Confidential Information.**

Unless authorized by Vox Media, Blogger agrees to hold all Confidential Information in the strictest confidence, not to disclose Confidential Information to any third parties, and to use Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. "Confidential Information" shall mean all information, excluding information available from the public domain, disclosed by Vox Media to Blogger related to the current, future, and proposed business, products, and services of Vox Media. For

purposes of clarification, Blogger will treat any and all terms of Blogger's relationship with Vox Media, financial or otherwise, as Confidential Information, and will not disclose any such information to any other party whatsoever (including but not limited to other bloggers who may be associated or affiliated with Vox Media).

#### **7. No Conflict of Interest.**

Blogger is not subject to, and will not accept, any obligation that is inconsistent or incompatible with Blogger's obligations under this Agreement. Blogger has the right to provide blogging services to others during the Term as long as: (a) such other engagement or performance does not interfere in any way with the timely and professional performance of the Services to Vox Media; (b) such other engagement or performance does not compromise Vox Media's Confidential Information; (c) Blogger does not post Work Product on Blogger's own personal website or provide Work Product to any third party websites (however, Blogger may provide a link from Blogger's own personal website to Site); and (d) any blogging services that Blogger provides to a third party cannot be identical or substantially similar to, or relate to the Subject (as defined in Exhibit A hereto) of the Work Product provided to Vox Media. Notwithstanding anything else in this Agreement, during the term and for at least six (6) months following the term of this Agreement, Blogger shall not provide writing, editing, or other related services to Bleacher Report, USA Today Sports and/or ESPN, or any affiliate thereof.

#### **8. Term and Termination**

##### **(a) Term.**

The initial term of this Agreement is for one (1) year from the Effective Date, unless earlier terminated as provided in this Agreement. Thereafter, this Agreement will automatically renew on its anniversary date, for one year terms, unless Vox Media provides written notice of its intent not to renew the Agreement at least fifteen (15) days prior to any such anniversary date.

##### **(b) Termination.**

Either party may terminate this Agreement (i) immediately in the event of a material breach by the other party, which breach remains uncured for a period of ten (10) days after written notice of such breach is delivered to the breaching party, or (ii) for convenience upon thirty (30) days' written notice to the other party. Vox Media shall pay any amounts owed to Blogger as of the date of termination promptly after termination of this Agreement. For purposes of clarification, it is mutually understood that an isolated failure to fulfill



the Services requirements as set forth on Exhibit A shall not constitute a material breach of this Agreement, whereas a pattern of failures to fulfill the Services requirements as set forth on Exhibit A would constitute a material breach of this Agreement and, unlike other material breach situations, would entitle Vox Media to immediately terminate this Agreement without any cure period.

(c) **Survival.** The rights and obligations contained in Sections 3 ("Intellectual Property Rights"), 4 ("Representations and Warranties"), 6 ("Confidential Information"), 8(c) ("Survival"), and 9 ("Miscellaneous") will survive any termination or expiration of this Agreement.

## 9. Miscellaneous

(a) **Assignment.** Blogger may not subcontract or otherwise delegate its obligations under this Agreement without Vox Media's prior written consent. Any attempted assignment in violation of this Section shall be void and without effect. Subject to the foregoing, this Agreement shall benefit and bind the parties' successors and permitted assigns.

(b) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered by email to your League Manager, with a copy to [writercare@sbnation.com](mailto:writercare@sbnation.com), except that any notice of termination shall be provided by both email and either registered or certified mail, return receipt requested, postage prepaid; or overnight mail with a nationally-recognized courier, specifying next day delivery (to the address set forth on the signature page hereof). All notices to Blogger shall be sent to the address or email as provided by Blogger to Vox Media; Blogger shall promptly notify Vox Media of any changes to Blogger's personal data and information. Contact information may be changed by notice as provided herein. Notice shall be deemed

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VOX MEDIA, INC.

Signature: Lauren S. Fisher

Printed Name: Lauren Fisher

Title: Vice President & General Counsel

Address: 1201 Connecticut Ave, NW, 11<sup>th</sup> Fl,  
Washington, DC 20036

E-mail: [Lauren@voxmedia.com](mailto:Lauren@voxmedia.com)

effectively given: (i) when sent by confirmed email; (ii) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) one (1) business day after deposit with a nationally-recognized overnight courier, specifying next day delivery with written verification of receipt.

(c) **Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Delaware as such laws are applied to agreements entered into and to be performed entirely within Delaware between Delaware residents. The parties hereby submit to the exclusive jurisdiction of, and waive any venue objections against, the District of Columbia and federal courts in the District of Columbia, for any disputes arising out of or relating to this Agreement.

(d) **Severability.** Should any provisions of this Agreement be held by a court of law to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

(e) **Waiver.** The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

(f) **Entire Agreement.** This Agreement, as well as all Exhibits hereto, the Privacy Policy and Terms of Use (each as may be updated from time to time), constitutes the entire agreement between the parties relating to this subject matter and supersede all prior or contemporaneous oral or written agreements concerning such subject matter. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

BLOGGER

Signature: Maija Varda  
Maija Varda (May 11, 2016)

Printed Name: Maija Varda

Address:

E-mail:

**EXHIBIT A**  
**Blogger Services**

**SITE:** TwinkieTown.com

**SUBJECT:** Minnesota Twins ("Subject")

**SERVICES:**

Blogger shall develop and post on the Site content specific to and related to the Subject of the Site. At a minimum, Blogger shall:

- post Work Product as it relates to the Subject in the form of a new, original, proofread and copy-edited (for spelling and/or grammar) blog entry or news story (game threads not included) that contains some form of multimedia content (i.e., photo or video) to the Site at least Six ( 6 ) times per day (may be performed by Blogger or Blogger's designee);
- post Work Product as it relates to the Subject in the form of a new, original, proofread and copy-edited (for spelling and/or grammar) Tweet to Site's Twitter account at least Ten ( 10 ) times per day (may be performed by Blogger or Blogger's designee);
- ensure Site's Facebook account is regularly updated, that Blogger or Blogger's designee creates post game commentary/recaps ideally immediately following the completion of any game, but in all cases within six (6) hours of the end of each game, and that Blogger or Blogger's designee posts an game day open-thread on days the Subject of the Site has a scheduled game;
- attach appropriate player, team and event tags to all stories;
- mark appropriate stories for syndication partners via the "submit for distribution" tool;
- follow editorial guidance from League Manager, or a designee;
- work collaboratively with Vox Media management to maximize audience engagement and revenue generation in association with the Site;
- promote Site through social media and other tools, including Site accounts on Twitter and Facebook, which may include posting new, original, proofread and copy-edited (for spelling and/or grammar) Tweets to Site's Twitter account and Facebook Posts to Site's Facebook page;
- work in good faith with Vox Media management and designees to maximize synergy, crossover and growth of the overall Vox Media network;
- reply within a timely manner to all inquiries from League Manager, Vox Media management and its designees;
- participate in live or periodic Vox Media conference call updates (not to exceed ninety (90) minutes in the aggregate per calendar quarter); and
- complete all assignments in a timely fashion, make best efforts to ensure that the Site is properly and frequently updated, and notify League Manager and find another blogger/staff member to cover the assignment in the event that Blogger is unable to do so.



**Lead Blogger:** Blogger shall act as lead blogger for the Site (“Lead Blogger.”) As Lead Blogger, Blogger shall offer guidance, insight and mentoring to contributors. Blogger shall also provide assignments to contributors, and ensure assignments are completed properly.

**Service Outage/Suspension:** Vox Media may suspend or cancel operation of the Site at any time for any reason (such as reasons of safety , security, etc.) at Vox Media’s sole discretion. In the event of an outage or suspension of the Site that is not under Blogger’s control, Blogger will not be deemed in violation of the Services requirement set forth above due to Blogger’s inability to meet such obligations, provided that Blogger resumes provision of the Services promptly following resumption of the operation of the Site.

**COMPENSATION**

Vox Media will pay Blogger a stipend of Four-hundred Dollars (\$ 400 ) per month, payable on a monthly basis. From time to time, in the sole discretion of Vox Media: (a) Vox Media may reassess the stipend based on relative traffic to the Site, growth of traffic and pageviews to the Site, Blogger’s tenure with Vox Media, and the quality of Blogger’s Work Product; and (b) Vox Media may pay bonuses to Blogger.

**EXHIBIT B**  
**Blogger Guidelines & Policies**

1. Content which demeans any group based on race, sex, age, sexual orientation or religious beliefs is absolutely prohibited by the bloggers or users.
2. Content should be new and original and not plagiarized from any other source. If content is used from another source it should be quoted and linked back to.
3. Privacy is of the utmost importance for our users, even those engaging in trolling. You should never publish any intellectual property or private information publicly. We have developed tools to deal with excessive trolling.
4. Profanity will happen on occasion. We understand that's part of the deal with sports fans, but please refrain from excessive or gratuitous profanity and keep the profanity completely out of any headlines, including FanPosts.
5. Threats of physical violence, even in jest, are not acceptable in any context.
6. We expect our bloggers to behave in a professional manner with respect given to the Vox Media community, especially the SB Nation network of sites of which you are a member. As such, you shall not publicly disparage or speak/write disrespectfully about any specific SB Nation blog or individual blogger from our SB Nation network on social media, in the comments sections of any Vox Media property, or otherwise in a public setting. If you have problems with any member of the Vox Media family, your SB Nation Editor available to discuss your concerns.
7. We prefer that politics be left for political blogs, but if you are going to bring it up be prepared for the backlash against whatever political beliefs you might have. It's probably best left off our blogs. This is probably a good philosophy to take with religion too.
8. Every community should have clear community guidelines which every member of the community should be aware and respect and abide by.
9. Blogger will act in good faith towards building an inclusive community on the Site.