

## PODCAST TERMS AND CONDITIONS

### 1. Definitions

1.1 For the purposes of this Agreement:

<b>“Advertisement”</b>	means an audio recording which occupies a short break in and around a Podcast containing a promotional message including in the form of a Spot Ad a Host Read Ad, a sponsorship or a Branded Episode for the purpose of advertising, publicising or promoting an Advertiser’s product, service or brand;
<b>“Advertiser”</b>	means any third party booking a Campaign with Global to serve Advertisements into the Podcast(s) via DAX, whether such party is a brand owner, advertising agency or media buyer;
<b>“Advertising Inventory”</b>	means all of the available advertising inventory in and around the Podcast in the Territory;
<b>“Advertising Payments”</b>	means the payments set out in clause 4.1;
<b>“Branded Episode”</b>	means an episode of a Podcast which is funded by a single Advertiser;
<b>“Business Day”</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in London;
<b>“Campaign”</b>	means an advertising campaign booked by an Advertiser under which its Advertisements will be served into the Podcast(s);
<b>“Company”</b>	means the company named in the Podcast Schedule;
<b>“Company Marks”</b>	means trademarks, logos, artwork and any other assets owned or licensed by Company and/or the Host(s);
<b>“Company Obligations”</b>	means the obligations of the Company set out in clause 2.7;
<b>“Confidential Information”</b>	means any information (whether written or oral) obtained under or in connection with this Agreement by or on behalf of one Party (as Receiving Party) from the other Party (as Disclosing Party) of a confidential nature including details of: (vi) the Disclosing Party’s activities, business and

	<p>finances;</p> <p>(vi) the Disclosing Party's customers, account records, budgets and ledgers;</p> <p>(vi) any information designated in writing by the Disclosing Party marked as "confidential";</p> <p>(iv) any information which if disclosed orally by the Disclosing Party, is identified at the time of disclosure as confidential and which is reduced to writing and sent to the Receiving Party within thirty (30) days after its oral disclosure and marked as "confidential";</p> <p>(v) the terms of this Agreement; and</p> <p>(vi) information which is obtained during, or as a consequence of, any negotiations or discussions relating to this Agreement;</p>
<b>"CPM"</b>	means cost per thousand impressions which shall be paid to the Company in accordance with clause 4 at the rate set out in the Podcast Schedule;
<b>"Costs"</b>	means 15% agency fees, where Advertisements have been sold via an agency;
<b>"Data Controller"</b>	has the meaning given to it in the GDPR;
<b>"Data Privacy Laws"</b>	means applicable laws relating to the processing of Personal Data including to the Privacy and Electronic Communications Regulations 2003 (PECR), the European General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA);
<b>"Data Processor"</b>	has the meaning given to it in the GDPR;
<b>"Force Majeure Event"</b>	means any event affecting the performance of any provision of this Agreement arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party including any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, terrorist action, civil commotion and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or authority;
<b>"Global"</b>	means Global Radio Services Limited, company number 03296557, with registered office address at 30 Leicester Square, London, WC2H 7LA
<b>"Global Hosting Platform"</b>	means the platform that will be used to technologically host the Podcasts whether it is Global's proprietary technology or a third-party platform;

<b>“Global Marks”</b>	means trademarks, logos, artwork and any other assets owned or licensed by Global;
<b>“Global Obligations”</b>	means the obligations of Global set out in clause 2.6;
<b>“Group Company”</b>	means any entity which, from time to time, is directly or indirectly controlled by, controlling or under the common control of, Global, or in which Global has an interest;
<b>“Host(s)”</b>	means the host(s) or presenter(s) of the Podcasts detailed in the Podcast Schedule;
<b>“Host Read Ad”</b>	means an advertisement or a sponsored message voiced by the Host(s) in the style of the content of the Podcasts;
<b>“Intellectual Property Rights”</b>	means all intellectual property rights of any sort whatsoever, including patents, trade marks, service marks, trade names, design rights, copyright and related rights, design rights, database rights in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which shall subsist anywhere in the world;
<b>“Net Revenue”</b>	means all monies received by Global from Advertisers in respect of Host Read Ads, sponsorships and Branded Episodes less Costs;
<b>“Personal Data”</b>	has the meaning given in the GDPR;
<b>“Podcasts”</b>	means the podcasts set out in the Podcast Schedule;
<b>“Podcast Schedule”</b>	means the podcast schedule and/or any other document(s) or agreements entered into between the parties;
<b>“Products”</b>	means the Podcasts and all and any related works, products and materials related to the Podcasts, including name, format, scripts and any sound recordings, broadcasts, films, images, literary, dramatic musical and/or artistic works;
<b>“Prohibited Content”</b>	means (i) defamatory, pornographic, indecent or obscene content, (ii) content that is in contempt of court, (iii) content that promotes illegal activities, hate speech or discrimination against any group or person, (iv) content that a reasonable person would consider

	objectionable, (v) content that would reflect unfavourably upon Global or its Advertisers, (vi) any material which improperly references illegal activities and/or (vii) any material that is or contains malware, viruses, or other potentially destructive computer programs and security threats;
<b>“Renewal Term”</b>	has the meaning set out in clause 7.1;
<b>“Revenue Share”</b>	means the percentage share of revenue as set out in the Podcast Schedule payable by Global to the Company in accordance with clause 4;
<b>“Services”</b>	means the services set out in the Podcast Schedule;
<b>“Spot Ad”</b>	means an advertisement which is not voiced by the Host(s);
<b>“Term”</b>	means the term agreed between the parties under the Podcast Schedule;
<b>“Territory”</b>	means the territory set out in the Podcast Schedule;
<b>“User”</b>	an individual who downloads or streams the Podcasts and is served Advertisements.

- 1.2 References to clauses and schedules are to the clauses and schedules in this Agreement. All schedules to this Agreement shall for all purposes form part of this Agreement.
- 1.3 Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement.
- 1.4 Where the context requires, the singular includes the plural and vice versa.
- 1.5 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as being illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Any reference to a directive, regulation, statute, statutory provision, code of conduct or subordinate legislation (“**legislation**”) shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.
- 1.7 Where matters are to be agreed between the parties, the parties shall act reasonably and in good faith in agreeing such matters.
- 1.8 Where approval or consent is required to be in writing, email will suffice unless stated otherwise.
- 1.9 In all instances where a Party’s approval or consent is required, such approval or consent shall not be unreasonably withheld, delayed or conditioned.

- 1.10 In the event of any inconsistency, conflict and/or ambiguity between any terms in these terms and conditions and any terms in the Podcast Schedule, the terms in the applicable Podcast Schedule shall apply only to the extent of such inconsistency, conflict and/or ambiguity.

## **2 Appointment and Agreement**

- 2.1 Company hereby appoints Global to exclusively provide the Services during the Term within the Territory. Global shall comply with the Global Obligations and Company shall comply with the Company Obligations.
- 2.2 Company agrees that it shall not itself, nor appoint any third party to, provide services which are the same or similar to the Services in respect of the Podcast(s) during the Term within the Territory.
- 2.3 The parties acknowledge that all Advertisements, whether Advertisers are sourced by Global or Company, must be enabled via DAX.
- 2.4 In the event of any inconsistency, conflict and/or ambiguity between these Podcast Terms and Conditions and the Podcast Schedule, the Podcast Schedule shall prevail, only to the extent of such inconsistency, conflict and/or ambiguity.
- 2.5 Company agrees to the Terms and Conditions for the use of the Global Hosting Platform set out in the Schedule.

### **Global Obligations**

- 2.6 Global shall, during the Term and within the Territory, provide the following services:
- 2.6.1 host the Podcast(s) on the Global Hosting Platform;
  - 2.6.2 sell Advertising Inventory to Advertisers on behalf of Company;
  - 2.6.3 serve Advertisements within the Advertising Inventory via DAX;
  - 2.6.4 make the Advertising Payments;
  - 2.6.5 use reasonable endeavours to source Advertisers it reasonably believes are suitable for the Podcast(s);
  - 2.6.6 obtain Company's written approval in respect of the Host Read Advertisement(s) prior to placement in the Podcast(s). In the event Company fails to submit approval within 3 working days from request, Global shall have the right to offer the Campaign(s) to alternative companies; and
  - 2.6.7 dynamically insert the Advertisements into the Podcast(s).

### **Company Obligations**

- 2.7 Company shall, during the Term:
- 2.7.1 procure that the Host(s) shall present the Podcast in the manner and at the times agreed between the parties;

- 2.7.2 ensure all Podcasts contain ad markers as recommended by Global;
- 2.7.3 ensure Podcasts and Company Marks contain suitable material and do not contain any Prohibited Content;
- 2.7.4 ensure the Podcasts and Company Marks are original and do not infringe the rights of any third Party;
- 2.7.5 provide any other services as agreed between the parties;
- 2.7.6 upload Podcast(s), associated meta data and any applicable Company Marks to the Hosting Platform, if applicable;
- 2.7.7 not host or allow Podcast(s) to be hosted elsewhere other than on the Hosting Platform(s);
- 2.7.8 ensure Podcast(s) are free from any program, routine or device which is designed to disable or otherwise interfere with or harm the Hosting Platform or Global, including any virus, timebomb, software lock, drop-dead device, malicious logic, worm, Trojan horse or trap door;
- 2.7.9 provide Global with the following, on a monthly basis:
  - (a) a list of all Podcast(s) which are enabled for the insertion of Advertisements;
  - (b) a list of all Podcast(s) which are available for the insertion of Host Read Ads specifically; and
  - (c) a forecast of the Advertising Inventory for the following month.

### **3 On Boarding**

- 3.1 The parties shall comply with the following on boarding process, co-operating in good faith to ensure the completion of it as promptly as reasonably possible:
  - 3.1.1 each assign a dedicated technical and operational resource including a technical project management team to assist with the full integration of the ad serving protocol;
  - 3.1.2 execute a kick-off meeting in which Global's team will present expectations and requirements;
  - 3.1.3 the Company's team to review the on-boarding documentation and respond with a proposal for completion of work (to include dedicated personnel);
  - 3.1.4 the Parties together to agree a set-up plan, and Global demonstrate use of the Global Hosting Platform to the Company;
  - 3.1.5 Company uploads and inserts ad markers into the audio files within the platform (if applicable);
  - 3.1.6 once Podcast(s)/content is ready within the platform, Global run a pre-live test before going live with Advertisements.

### **4 Payment**

4.1 In consideration for the Company complying with the Company Obligations, Global shall pay to Company the following payments ("**Advertising Payments**"):

4.1.1 in respect of Spot Ads, the CPM for every 1,000 Spot Ads served against downloads and streams of the Podcasts; and

4.1.2 in respect of Host Read Ads, sponsorships and Branded Episodes, the Revenue Share;

Provided That, where there is more than one Company, the Advertising Payments shall be divided equally between all Company(s).

4.2 Global shall provide to Company, within 15 Business Days following the end of each calendar month, a statement ("**Statement**") confirming:

4.2.1 the total impressions served under a Campaign; and

4.2.2 total Advertising Payments payable to Company.

4.3 All sums under this Agreement shall be paid together with any value added tax (or equivalent) ("VAT") as is chargeable thereon, subject to prior receipt of a valid VAT invoice.

4.4 In the event the Advertising Payments are less than £10 (ten pounds) in a month, the Partner shall lose its right to be paid the Advertising Payments for that month.

## **5 Company Restrictions**

### Restrictions during the Term

5.1 Company shall during the Term:

5.1.1 not host or allow Podcasts to be hosted elsewhere other than on the Global Hosting Platform;

5.1.2 at all times ensure the commercial interests of Global shall prevail and Company shall not, without Global's prior written consent, undertake directly or indirectly any engagement or activity with and/or for any other business in relation to podcast content creation, scripting, production, presenting or monetisation; or any other activity which would conflict with or be detrimental to the interests and operation of Global or any Group Company of Global in connection with its or their business;

5.1.3 notify Global of any potential conflicts of interest the Company may have relating to Global's business or to Company Obligations; and

5.1.4 not without Global's prior written consent (such consent not to be unreasonably withheld or delayed) except for basic biographical purposes (in relation to which prior consent is not required) use any logo, trade name or trade mark owned or used by Global or any Group Company.

### Restrictions following expiry of the Agreement

5.2 The Company agrees and undertakes that it will not directly or indirectly, script, devise and/or present any podcasts for a period of 3 (three) months following expiry of this Agreement without Global's prior written consent.

## 6 Term and Termination

6.1 Upon expiry of the Term, the Agreement shall automatically renew for further 12-month periods (each a "Renewal Term") unless terminated by either Party giving to the other Party written notice of termination, no later than 90 days before the expiry of the Term or expiry of each Renewal Term (if applicable).

6.2 Either Party may terminate this Agreement with immediate effect at any time by giving written notice to the other Party, if the other Party:

6.2.1 is in breach of a material obligation under this Agreement, which is not capable of remedy;

6.2.2 is in breach of a material obligation under this Agreement, which, if capable of remedy, has not been remedied within 14 days after the Party in breach has received written notice from the other Party specifying the breach and the steps required to remedy it;

6.2.3 has a receiver, administrator or an administrative receiver appointed, or an encumbrancer takes possession, over all or part of its undertaking or assets;

6.2.4 passes a special resolution for winding up (other than for the purposes of a bona fide scheme of solvent reorganisation) or a court order is made for its winding up;

6.2.5 makes any voluntary arrangement or composition with its creditors or applies to court for protection from its creditors;

6.2.6 has an administrative order made in relation to it; and/or

6.2.7 ceases, or threatens to cease, to carry on business.

6.3 Following termination or expiry of this Agreement, the obligation on the Company to fulfil Company Obligations shall cease provided that, if any Campaign booked against the Podcast(s) has commenced but not been delivered in full at the date of termination or expiry, (i) Global shall be entitled to complete the delivery of the Campaign within the following 6 (six) months, (ii) Company shall co-operate with Global to deliver the Campaign in full and (iii) Global shall continue to pay any Advertising Payments due in accordance with clause 4,

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6.4 The termination or expiry of this Agreement shall not affect those provisions which are expressed to survive its termination or expiration.

6.5 Upon expiry or termination of this Agreement, each Party will promptly return to the other Party all of the Confidential Information of the other Party within its possession, upon the request of the other Party.

## 7 Intellectual Property Rights

7.1 Each Party agrees and acknowledges that it shall not acquire by operation of this Agreement or otherwise any Intellectual Property Rights belonging to the other Party.

7.2 In respect of the Products and/or the Company Obligations, Company gives all licences and consents required by the Copyright, Designs and Patents Act 1988 and all other laws now or in the future enacted and acknowledges that Global is entitled to perform the Global Obligations under this Agreement.

- 7.3 Company irrevocably and unconditionally confirms that the Products Fee paid to it under this Agreement includes equitable remuneration for the right to exploit all performer rights and all rental and lending rights.
- 7.4 Company unconditionally and irrevocably waives, and shall procure that the Host(s) unconditionally and irrevocably waive, the benefits of any so-called "moral rights" or similar rights (including Sections 77-85 of the Copyright Designs and Patents Act 1988) now or in the future existing in any part of the world which might otherwise apply to any Products and agrees, and shall procure that the Host(s) shall agree, not to assert any such moral rights against Global. This waiver will operate equally in favour of Global, any Group Company of Global, its licensees and its successors in title.
- 7.5 Company grants, and shall procure that the Host(s) grant, to Global the right to use and reproduce throughout the world and in all media:
- 7.5.1 the Host(s)' name;
  - 7.5.2 the Podcast's name and format;
  - 7.5.3 the Host(s)' biography; and
  - 7.5.4 the right to use and reproduce (and to authorise others to do so) photographs (or other reproductions) of the Host(s).
- 7.6 Global may enter the Products for awards and use the Products (and make them available to third parties) for research, archival, historic and similar purposes.
- 7.7 Subject to the terms and conditions of this Agreement, Company hereby grants to Global a non-exclusive, royalty-free license (a) to use and display Company Marks alongside Podcasts through the Global Hosting Platform and in connection with the promotion of the Podcasts and sale of the Advertising Inventory.
- 7.8 Subject to the terms and conditions of this Agreement and any brand guidelines provided by Global, Global hereby grants to Company a limited, non-exclusive, royalty-free and non-transferable licence during the Term to use and display Global Marks in connection with Company's promotion of the Podcasts.
- 7.9 Company shall not in any way alter Global Marks and Global shall not in any way alter Company Marks.

## 8 Warranties and Liability

- 8.1 Each Party warrants, represents and undertakes to the other that:
- 8.1.1 It has and will continue to have throughout the Term, the full right, title and authority to enter into this Agreement and perform its obligations hereunder; and
  - 8.1.2 It shall comply with all applicable legislation and regulations.
- 8.2 Company warrants, represents and undertake that:
- 8.2.1 it owns and/or is entitled to grant the rights to Global in the Company Marks and Podcasts (including rights in the name and format) as set out in clause 8 of the

- Agreement and that the exploitation of such rights by Global shall not infringe the rights of any third party;
- 8.2.2 it owns or has obtained all consents, licences, visas and similar permissions which may be necessary to enable Company to carry out the Company Obligations;
- 8.2.3 the Company Marks and Podcasts shall not contain Prohibited Content; and
- 8.2.4 it will not engage in conduct which is, or is likely to be, harmful to Global's goodwill or reputation or that of any Group Company or any sponsor, advertiser, host, listener, employee, consultant, agent or representative of us or any Group Company either within the Podcast or otherwise.
- 8.3 Global shall not be liable for any:
- 8.3.1 unavailability or inoperability of the Podcasts and the internet or for any technical malfunction, computer error, corruption or loss of information; and
- 8.3.2 loss of profit, loss of anticipated profit, loss of business, loss of contract, economic loss, overhead recovery, anticipated savings, loss of data, depletion of goodwill, product recall nor for any special, indirect or consequential loss or damage, or otherwise for any costs, expenses or other claims for consequential compensation whatsoever (howsoever arising) which arise out of or in connection with this Agreement.
- 8.4 Global's total liability in aggregate to the Company for any and all claims (howsoever arising) in contract, breach of statutory duty, tort (including negligence) misrepresentation, any claim under an indemnity or otherwise, arising out of or in connection with this Agreement, shall be limited to the amount of the Advertising Payments payable to Company in the calendar year in which the claim arises.
- 8.5 Nothing in this Agreement shall operate to exclude or limit the liability of either Party for death or personal injury caused by that Party's negligence or for a fraudulent misrepresentation made by that Party.
- 8.6 The provisions of this clause 8 shall survive the termination or expiry (for whatever reason) of this Agreement.
- 8.7 Without prejudice to any rights and remedies implied by statute or common law, or under any provision of this Agreement, Company shall indemnify and keep fully indemnified Global from and against any and all claims, actions, losses, damages, liability, costs and expenses (including reasonable legal fees) incurred or suffered by Global arising directly out of or in connection with any breach by Company of its warranties and representations under this Agreement.
- 8.8 Company shall:
- 8.8.1 as soon as reasonably practicable give written notice of any claim to Global, specifying the nature of the claim in reasonable detail;
- 8.8.2 not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of Global; and
- 8.8.3 give reasonable assistance to Global in relation to the claim at Company's expense.

## 9 Force Majeure

- 9.1 Notwithstanding anything else contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if such delay is caused by a Force Majeure Event provided however that any delay by a sub-contractor of the Party so delaying shall not relieve that Party from liability for delay except where such delay is beyond the reasonable control of the subcontractor concerned.
- 9.2 Subject to the affected Party of the Force Majeure Event, promptly notifying the other Party in writing of the reasons for, and the likely duration of, the delay, the performance of the affected Party's obligations shall be suspended during the period that the said circumstances persist and the affected Party shall be granted an extension of time for performance equal to the period of the delay.
- 9.3 Save where such delay is caused by the act or omission of the other Party (in which event the rights, remedies and liabilities of the parties shall be those conferred and imposed by the other terms of this Agreement and by law):
- 12.3.1 any costs arising from such delay shall be borne by the Party incurring the same;
  - 12.3.2 either Party may, if such delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other in which event neither Party shall be liable to the other by reason of such termination;
  - 12.3.3 both parties will in any event use all reasonable endeavours to avoid or mitigate the impact of any event of Force Majeure and to recommence performance of their obligations under this Agreement as soon as reasonably possible.

## 10 Data Protection

- 10.1 Each Party shall comply with its respective obligations under Data Privacy Laws. To the extent that in performance of this Agreement, a Party shall process Personal Data (as a Data Processor) on behalf of the other Party (the Data Controller), the parties shall enter into a "Data Processing Addendum".

## 11 General

- 11.1 Neither Party shall make any public announcements with respect to any aspect of this Agreement or its relationship with the other Party without the prior written approval of the other Party.
- 11.2 This Agreement constitutes the entire agreement between the parties in relation to the subject matter, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the parties relating to its subject matter.
- 11.3 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.
- 11.4 Any failure or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies nor will any single or partial exercise by either Party of any right preclude any further exercise of any other right.
- 11.5 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction then the legality, validity and enforceability in that jurisdiction

of the remaining provisions shall be unaffected and the legality, validity and enforceability in any other jurisdiction of that or any other provision shall be unaffected.

- 11.6 Nothing in this Agreement, and no action taken by the parties pursuant to it, shall constitute, or be deemed to constitute, a partnership or joint venture between them. No Party has any authority or power to bind, contract in the name of, or to create a liability against, the other Party in any way or for any purpose, except as may be expressly authorised in writing by such other Party from time to time.
- 11.7 Global may assign or sub-contract any of its rights and obligations under this Agreement to any Group Company provided that Global shall remain responsible to Company (unless otherwise agreed) for the performance of any obligations of such Group Company (including the obligation of Global to pay to Company the Advertising Payment). Otherwise, this Agreement is personal to the parties hereto and neither Party shall assign, or purport to assign, the whole or any part of the benefit of, or any of its rights, under this Agreement, nor sub-contract the performance of any or all of its obligations under this Agreement, in each case without the prior written consent of the other Party.
- 11.8 It is mutually agreed that any Confidential Information received or obtained by either Party from the other Party in connection with the negotiation or operation of this Agreement shall not be disclosed by the Receiving Party to any third Party other than to its legal advisers or as may be required by law, or regulation or as may be agreed between the parties.
- 11.9 Any notice given under this Agreement shall be in writing and shall be delivered personally by hand or sent by Royal Mail Signed For 1<sup>st</sup> Class post (or registered airmail if overseas) to the other Party, at its address set out at the beginning of this Agreement (or another address notified to the other Party in writing). A notice shall be deemed received when delivered.
- 11.10 The parties agree that the provisions of this Agreement are personal to them and are not intended to confer any rights of enforcement on any other Party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any of its provisions.
- 11.11 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction over any claim, action, proceedings or dispute arising out of or in connection with this Agreement.

## SCHEDULE

### TERMS AND CONDITIONS FOR THE USE OF THE GLOBAL HOSTING PLATFORM

1. **Definitions**

1.1 For the purposes of this Agreement:

<b>“Data Privacy Laws”</b>	means applicable laws relating to the processing of Personal Data including to the Privacy and Electronic Communications Regulations 2003 (PECR), the European General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA);
<b>“Global Marks”</b>	means trademarks, logos, artwork and any other assets owned or licensed by Global;
<b>“Group Company”</b>	means any entity which, from time to time, is directly or indirectly controlled by, controlling or under the common control of, Global, or in which Global has an interest;
<b>“Host(s)”</b>	means the host(s) or presenter(s) of the Podcasts;
<b>“Hosting Platform”</b>	means the Global Audio Hosting platform;
<b>“Intellectual Property Rights”</b>	means all intellectual property rights of any sort whatsoever, including patents, trade marks, service marks, trade names, design rights, copyright and related rights, design rights, database rights in each case whether registered or unregistered and including applications for the grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which shall subsist anywhere in the world;
<b>“Personal Data”</b>	has the meaning given in the GDPR;
<b>“Podcast(s)”</b>	means the podcasts uploaded to the Hosting Platform by the User;
<b>“Prohibited Content”</b>	means (i) defamatory, pornographic, indecent or obscene content, (ii) content that is in contempt of court, (iii) content that promotes illegal activities, hate speech or discrimination against any group or person, (iv) content that a reasonable person would consider objectionable, (v) content that would reflect unfavourably upon Global or its advertisers, (vi) any material which improperly references illegal activities or breaches another party’s rights; and/or (vii) any material that is or contains malware, viruses, or other potentially destructive computer programs and security threats;

<b>"Services"</b>	means the provision by Global of the Hosting Platform;
<b>"Term"</b>	means the period during which the User uses the Services;
<b>"User"</b>	means any individual or company using the Services;
<b>"User Marks"</b>	means trademarks, logos, artwork and any other assets owned or licensed by User and/or the Host(s).

- 1.2 References to clauses and schedules are to the clauses and schedules in this Agreement. All schedules to this Agreement shall for all purposes form part of this Agreement.
- 1.3 Clause headings are for reference only and shall not affect the construction or interpretation of this Agreement.
- 1.4 Where the context requires, the singular includes the plural and vice versa.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as being illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Any reference to a directive, regulation, statute, statutory provision, code of conduct or subordinate legislation ("**legislation**") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

## **2 Agreement**

### **2.1 Users of the Services:**

- 2.1.1 acknowledge and accept these terms and conditions;
- 2.1.2 must be 18 years of age or over; and
- 2.1.3 may link to, but not replicate, the content available on the Hosting Platform, subject to these terms and conditions.

## **3 User Restrictions**

### **3.1 Users may not:**

- 3.1.1 reverse engineer, decompile, disassemble, modify or create derivative works based on Hosting Platform or any portion of it;
- 3.1.2 circumvent any technology used by Hosting Platform or its licensors to protect content accessible via it;
- 3.1.3 copy, store, edit, change, prepare any derivative work of or alter in any way any of the content provided through Hosting Platform;

- 3.1.4 use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of Hosting Platform or its content;
- 3.1.5 rent, lease or sublicense Hosting Platform;
- 3.1.6 defame, abuse, harass, use threatening practices, threaten or violate the legal rights of others in any other way (such as rights of privacy and publicity);
- 3.1.7 disseminate or publish content that is unlawful, obscene, illegitimate, defamatory or inappropriate;
- 3.1.8 misappropriate any account in use by another User;
- 3.1.9 register or use the Service in order to approach the Users to promote, sell or advertise products or services of any kind through Hosting Platform in any way;
- 3.1.10 use Hosting Platform in any other improper manner that violates the Terms;
- 3.1.11 publish any content that promotes, either directly or indirectly, hate, racism, discrimination, pornography, violence;
- 3.1.12 promote activity that may endanger your life or the life of any other User or lead to physical harm. This includes, but is not limited to: suicide threats, intentional physical trauma, use of illegal drugs, or drinking excessively. Under no circumstance is any User allowed to post any content promoting and/or encouraging and/or showing any self - destructive or violent behaviour on Hosting Platform;
- 3.1.13 publish any content or carry out any activity that disrupts, interrupts, harms, or otherwise violates the integrity of Hosting Platform or another User's experience or devices. Such activity includes: spamming, distributing unauthorized advertisements, phishing, defrauding others, spreading malware or viruses etc.;
- 3.1.14 publish any content that exclusively focuses on extreme or gratuitous gore and violence;
- 3.1.15 probe, scan or test the vulnerability of Hosting Platform, including the services or any network connected to the website, nor breach the security or authentication measures on Hosting Platform, including the services or any network connected to Global;
- 3.1.16 conceal their identity or steal someone else's identity or, in any case, pretend to be or represent a third party, if not expressly allowed to do so by such third party;
- 3.1.17 manipulate identifiers in order to disguise or otherwise conceal the origin of their messages or of the content published;
- 3.1.18 harvest or collect any personally identifying information of other Users, including but not limited to the email addresses or contact information, by circumventing the privacy setting of User's account on Hosting Platform or by any other means;
- 3.1.19 register or use the Service in order to approach the Users to promote, sell or advertise products or services of any kind through Hosting Platform in any way;

3.1.20 use Hosting Platform to publish or otherwise disseminate copyrighted material, without the consent of the copyright holder.

3.2 Users must not:

3.2.1 present false information about Global, the Hosting Platform or any of its products or services;

3.2.2 use any content provided by Global or any of its services except (i) as expressly permitted in these terms and conditions or (ii) with Global's prior written permission;

3.2.3 link the Hosting Platform with any content that contains Prohibited Content; or

3.2.4 link to or embed Hosting Platform widgets in a third-party web space, except with permission of such third party.

#### **4 Termination**

4.1 Global reserves the right to:

4.1.1 suspend or terminate the User's account;

4.1.2 remove Podcasts; and/or

4.1.3 deny permission to embed, or to block, Hosting Platform widgets from any other platform;

at any time, at its absolute discretion, and without notice.

#### **5 Intellectual Property Rights**

5.1 Global grants Users a revocable, personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the Hosting Platform in accordance with these terms and conditions. The software, source codes, techniques, algorithms, procedures and documentation related to the Service are the exclusive property of the Global and/or its licensors and therefore may not be used in any way by the User for purposes other than those set forth in these Terms. User does not acquire any right or title with respect to the software, and acknowledges that its use is non-exclusive and non-assignable and limited to the Term. All rights and licence granted to the User shall immediately terminate upon any termination or expiration of this Agreement.

5.2 Each Party agrees and acknowledges that it shall not acquire by operation of this Agreement or otherwise any Intellectual Property Rights belonging to the other Party or any other User.

5.3 The User grants to Global, for the entire duration of the Agreement, a personal, non-assignable and non-exclusive licence to host the Podcasts on the Hosting Platform.

5.4 User gives all licences and consents required by the Copyright, Designs and Patents Act 1988 and all other laws now or in the future enacted to enable Global to provide the Services.

5.5 User grants, and shall procure that the Host(s) grant, to Global the right to use and reproduce throughout the world and in all media:

5.5.1 the Host(s)' name;

- 5.5.2 the Podcast's name and format;
  - 5.5.3 the Host(s)' biography; and
  - 5.5.4 the right to use and reproduce (and to authorise others to do so) photographs (or other reproductions) of the Host(s).
- 5.6 Subject to the terms and conditions of this Agreement, User hereby grants to Global a non-exclusive, royalty-free license (a) to use and display User Marks alongside Podcasts through the Hosting Platform and in connection with the promotion of the Podcasts.
- 5.7 Subject to the terms and conditions of this Agreement, Global hereby grants to User a limited, non-exclusive, royalty-free and non-transferable licence during the Term to use and display Global Marks in connection with User's promotion of the Podcasts.
- 5.8 User shall not in any way alter Global Marks and Global shall not in any way alter User Marks.
- 6 Warranties and Liability**
- 6.1 Each Party warrants, represents and undertakes to the other that:
- 6.1.1 It has and will continue to have throughout the Term, the full right, title and authority to enter into this Agreement and perform its obligations hereunder; and
  - 6.1.2 It shall comply with all applicable legislation and regulations.
- 6.2 User warrants, represents and undertake that:
- 6.2.1 it owns and/or is entitled to grant the rights to Global in the User Marks and Podcasts (including rights in the name and format) as set out in this Agreement and that the exploitation of such rights by Global shall not infringe the rights of any third party;
  - 6.2.2 it owns or has obtained all consents, licences, visas and similar permissions which may be necessary to enable User to use the Services;
  - 6.2.3 the User Marks and Podcasts shall not contain Prohibited Content; and
  - 6.2.4 it will not engage in conduct which is, or is likely to be, harmful to Global's goodwill or reputation or that of any Group Company or any sponsor, advertiser, host, listener, employee, consultant, agent or representative of us or any Group Company either within the Podcast or otherwise.
- 6.3 Global shall not be liable for any:
- 6.3.1 unavailability or inoperability of the Service or for any technical malfunction, computer error, corruption or loss of information; and
  - 6.3.2 loss of profit, loss of anticipated profit, loss of business, loss of contract, economic loss, overhead recovery, anticipated savings, loss of data, depletion of goodwill, product recall nor for any special, indirect or consequential loss or damage, or otherwise for any costs, expenses or other claims for consequential compensation whatsoever (howsoever arising) which arise out of or in connection with this Agreement.

- 6.4 Global accepts no liability whatsoever to the User for any and all claims (howsoever arising) in contract, breach of statutory duty, tort (including negligence) misrepresentation, any claim under an indemnity or otherwise, arising out of or in connection with this Agreement.
- 6.5 Nothing in this Agreement shall operate to exclude or limit the liability of either Party for death or personal injury caused by that Party's negligence or for a fraudulent misrepresentation made by that Party.
- 6.6 The provisions of this clause 6 shall survive the termination or expiry (for whatever reason) of this Agreement.
- 6.7 Without prejudice to any rights and remedies implied by statute or common law, or under any provision of this Agreement, User shall indemnify and keep fully indemnified Global from and against any and all claims, actions, losses, damages, liability, costs and expenses (including reasonable legal fees) incurred or suffered by Global arising directly out of or in connection with any breach by User of its warranties and representations under this Agreement.
- 6.8 User hereby indemnifies Global for any liability or claim arising against Global in connection with illegal distribution of third-party content or unlawful use of the Service.
- 6.9 User agrees to defend, indemnify and hold harmless Global, its Group Companies and all officers, directors, employees, advisors and agents of Global or any Group Company, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees and expenses) arising from:
- 6.9.1 its use of the Service;
  - 6.9.2 its violation of this Agreement;
  - 6.9.3 its violation of any third party right, including without limitation any copyright, property, or privacy right; or
  - 6.9.4 any claim that its content caused damage to a third party.
- 6.10 User shall:
- 6.10.1 as soon as reasonably practicable give written notice of any claim to Global, specifying the nature of the claim in reasonable detail;
  - 6.10.2 not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of Global; and
  - 6.10.3 give reasonable assistance to Global in relation to the claim at User's expense.

## 7 **Data Protection**

- 7.1 Each Party shall comply with its respective obligations under Data Privacy Laws.
- 7.2 Global shall process all Personal Data in accordance with its [privacy policy](#).

## 8 **General**

- 8.1 Neither Party shall make any public announcements with respect to any aspect of this Agreement or its relationship with the other Party without the prior written approval of the other Party.
- 8.2 This Agreement constitutes the entire agreement between the parties in relation to the subject matter, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the parties relating to its subject matter.
- 8.3 A variation of this Agreement is valid only if it is in writing and signed by or on behalf of each Party.
- 8.4 Any failure or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies nor will any single or partial exercise by either Party of any right preclude any further exercise of any other right.
- 8.5 If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction then the legality, validity and enforceability in that jurisdiction of the remaining provisions shall be unaffected and the legality, validity and enforceability in any other jurisdiction of that or any other provision shall be unaffected.
- 8.6 Nothing in this Agreement, and no action taken by the parties pursuant to it, shall constitute, or be deemed to constitute, a partnership or joint venture between them. No Party has any authority or power to bind, contract in the name of, or to create a liability against, the other Party in any way or for any purpose, except as may be expressly authorised in writing by such other Party from time to time.
- 8.7 Global may assign or sub-contract any of its rights and obligations under this Agreement to any Group Company. Otherwise, this Agreement is personal to the parties hereto and neither Party shall assign, or purport to assign, the whole or any part of the benefit of, or any of its rights, under this Agreement, nor sub-contract the performance of any or all of its obligations under this Agreement, in each case without the prior written consent of the other Party.
- 8.8 It is mutually agreed that any confidential information received or obtained by either Party from the other Party in connection with this Agreement shall not be disclosed by the receiving Party to any third party other than to its legal advisers or as may be required by law, or regulation or as may be agreed between the parties.
- 8.9 The parties agree that the provisions of this Agreement are personal to them and are not intended to confer any rights of enforcement on any other Party. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any of its provisions.
- 8.10 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction over any claim, action, proceedings or dispute arising out of or in connection with this Agreement.