Subscription Terms – Podcast

You are signing up for a paid subscription service which allows you to access Ad-Free Listening and Premium Content ("**Subscription**") in accordance with and subject to the terms and conditions ("**Subscription Terms**"). It is important that you read these terms carefully because they explain how the Subscription works, the eligibility requirements, conditions of use, how payments and renewals operate, and how the Subscription may be cancelled or terminated.

- **"Ad-Free Listening**" means the removal of standard commercial advertising breaks from eligible podcast content made available as part of the Subscription, subject to these Subscription Terms. Ad-Free Listening is not currently available on Smart TVs, Apple TV, Android Automotive, Chromecast, DAB, Alexa devices or other smart speakers, nor is it available on the Riviera Radio app.
- **"Premium Content"** means content, features or functionality which are only available to users with an active Subscription.

1. Who we are and how to contact us

The Subscription is operated by Global Media Group Services Limited (**"Global**"). Global is a company registered in England and Wales with company number 03296557 whose registered office is located at 30 Leicester Square, London, WC2H 7LA. Global's VAT registration number is GB 491 6907 13. Any references to "we", "us" and "our" in these Subscription Terms mean Global.

To contact us, please email customer.support@global.com or telephone our customer service team on **0333 200 2000.**

2. Application of other terms

These Subscription Terms should be read alongside Global's website and the Global Player app terms of use (the "**Terms of Use**"). The Terms of Use apply to your use of all websites and apps operated by Global.

These Subscription Terms also refer to, and should be read together with, Global's Privacy Policy, Cookies Policy, Acceptable Use Policy and General Competition Terms and Conditions (together, the "**Policies**").

If anything in these Subscription Terms conflicts with the Terms of Use and/or any of the Policies, these Subscription Terms will prevail.

3. How we use your personal information

We will only use your personal information as set out in our Privacy Policy.

4. The Subscription Service

Depending on the Subscription you have purchased, the Subscription gives you digital access to Ad-Free Listening and/or Premium Content. From time to time, the Subscription may also include additional benefits, such as priority access to events,

subject to eligibility criteria. All such services provided in connection with the Subscription from time to time form the **"Subscription Service"**.

You have purchased a paid Subscription. That Subscription includes the features and extras that make up the Subscription Service, such as competition entry codes, merchandise discounts and, where offered, priority access to events. Because these form part of the service you have paid for, we will need to send you service related communications about them, for example a competition code or details of how to access a discount. You will receive these service related communications regardless of any separate marketing choices you have made, because they are part of delivering the Subscription to you rather than promotional marketing. This does not affect your marketing preferences more generally, which will continue to apply to other promotional messages that are not part of your Subscription.

The Subscription is provided for personal, non-commercial use only. You must not use the Subscription and/or any Premium Content for any business or commercial purpose, and you must not make the Subscription available to anyone else, except that, as set out in the Eligibility section, an account holder may allow a member of their household who is under 18 to use the Subscription under their supervision.

We may update, change, add or remove content, features or functionality forming part of the Subscription Service from time to time to reflect changes to our products and services, our users' needs and our business priorities. We may also change the price of the Subscription from time to time. We will give you reasonable advance notice of any material change to the Subscription, including any increase in the price, before it takes effect. If we make a material change to the Subscription (including any price increase), you may cancel the Subscription before the change takes effect, and we will refund any Subscription Fees you have paid in advance for the part of your billing period falling after cancellation.

5. Ad-Free Listening – what it really means

One key benefit of the Subscription is Ad-Free Listening.

<u>What is removed?</u>
If you have an active Subscription, the following will be removed:

- Standard commercial ad-breaks. This means that you will not hear the usual commercial advertising breaks which are played at scheduled break points;
- Brand features;
- Product placement; and
- Sponsorship messages, for example "this programme is sponsored by ...".

Ad-Free Listening does not mean that **all** commercial references within programme content are removed.

<u>What is not removed?</u>
The following will not be removed:

- Competitions or promotional segments;
- Promotions for other Global produced content;
- Branded episodes – where a whole episode is brought to you by a single brand, with the host reading out a reference to that brand as part of the episode;

- Branded series – where an entire podcast series is brought to you by a single brand. As part of this, the brand may appear in the host's read-out, on the podcast's cover artwork (for example, the brand's logo) and in the episode description; or
- Feed Drop – where a trailer or teaser for another Global podcast is played during the episode.

Ad-Free Listening is not currently available on Smart TVs, Apple TV, Android Automotive, Chromecast, DAB, Alexa devices or other smart speakers, nor is it available on the Riviera Radio app.

6. Eligibility

To purchase and use a Subscription, you must:

- have a Global Player account or any Global brand-specific app through which a Subscription may be purchased or accessed ("**Account**"); and
- be 18 years of age or over to purchase a Subscription. If you are under 18, you may only use a Subscription with the permission and involvement of a parent or legal guardian. The person who purchases the Subscription is responsible for all use of the Subscription made through their Account, including use by a person under 18.

7. Payment of the Subscription Fees

A Subscription may be purchased directly from us or through a third-party provider, including Apple and Google (a "**Third-Party Store**").

If you purchase a Subscription through a Third-Party Store, separate terms and conditions, including those in relation to payment, may apply in addition to these Subscription Terms.

You must provide a current, valid and accepted payment method at the time of purchase. You authorise us, or the relevant Third-Party Store where applicable, to take payment of the Subscription Fees using your chosen payment method.

You are responsible for ensuring that your payment details are accurate and kept up to date.

"Subscription Fees" means the fees payable by you for the Subscription at the rates notified to you at sign-up or on renewal as amended from time to time in accordance with these Subscription Terms.

The Subscription Fees, the billing frequency and the length of your subscription period will depend on the plan you choose and will be shown to you at sign-up before you purchase the Subscription.

When you sign-up, we will send you a confirmation email setting out the key details of your Subscription. This will include your billing cycle (how often you'll be charged) which will match your subscription period (for example, monthly or annually).

Where you sign-up through the Global Player website, your confirmation, renewal emails and cancellation emails will be sent from noreply@revenuecat.com.

8. Renewals

Your Subscription will automatically renew at the end of each subscription period for another period of the same length (for example, a further month or year), unless you cancel before your current period ends. These Subscription Terms will continue to apply to each renewed period.

You authorise us, or the relevant Third-Party Store as applicable, to take payment using the same payment method you used during the sign-up process or any updated payment details you provide from time to time, for all renewals.

9. Free trials and introductory offers

From time to time, we may offer free Subscription trials or introductory offers for a limited period ("**Trial"**). Full details of any Trial, including how long it lasts, what you will pay afterwards and when payment will be taken, will be shown at sign-up.

You will need to provide payment details in order to start a Trial. Unless you cancel before the Trial period ends, the Subscription will automatically continue at the price stated in the Trial sign-up process and will automatically renew on the billing cycle applicable to the plan you selected in the Trial sign-up process.

By providing your payment details and starting a Trial, you authorise us to automatically take payment at the end of the Trial period using the payment details you provided in the Trial sign-up process and for any subsequent renewals. If you provide updated payment details at any time, we will use those updated payment details.

We may withdraw, modify or limit eligibility for any Trial at any time.

10. Cancellation of Subscription

How to cancel

You can cancel your Subscription before it renews:

- If you signed up through globalplayer.com: go to your account settings and select 'Manage subscriptions', click on the specific subscription and then click 'Cancel Subscription'.
- If you signed up through the Global Player app or another Global brand-specific app: go to 'Settings' in the app, 'Manage Subscriptions', click on the specific subscription and then click 'Cancel Subscription'.
- If you signed up through a Third-Party Store (such as Apple or Google): cancel through your account with that store, following its terms.

You must cancel at least 48 hours before the end of your billing period for your cancellation to take effect before your next renewal, and to avoid being charged for a subsequent billing period.

When your cancellation takes effect

Your cancellation will not take effect until the end of your current billing period. You will keep access until then, but you will not receive a refund for the remainder of that period. This does not affect your statutory right to cancel during the Cooling-off Period described below, in which case you will receive a refund as set out in that section.

Statutory Cooling-off Period

You have a statutory right to cancel the Subscription within 14 days, beginning the day after the date on which the Subscription is entered into (**"Cooling-off Period"**). If you cancel within the Cooling-off Period, you will receive a refund.

If you cancel after the Cooling-off Period, you will not be entitled to a refund, but you will continue to have access to the Subscription until the end of your current billing period, at which point your cancellation will take effect.

What happens after cancellation

Upon expiry of your current billing period following cancellation, your access to the Subscription Service, including all associated features and Premium Content, will end.

When the Subscription ends, you will lose access to all Premium Content. Any content you have started but not finished may be removed from your 'continue listening' section and may no longer be accessible.

11. Failed payments

If your payment fails, we will retry taking payment. We may also suspend or cancel the Subscription if payment is not successfully received.

12. Deleting your Account

If you signed up through Globalplayer.com: go to settings when logged into your account, navigate to the 'View and Edit' profile section and then click 'Delete Account'

If you signed up through the Global Player app or another Global brand app: go to 'Manage Account' and click 'Delete Account'.

Deleting your Account does not automatically cancel the Subscription. You must cancel the Subscription separately before deleting your Account. If you do not do so, recurring charges may continue unless and until the Subscription is properly cancelled.

13. Discontinuation of services and changes to the Subscription

We may modify, suspend or discontinue any Subscription Service, or any part of it, including any Premium Content or feature, where we have a valid reason to do so

(for example, to reflect changes in applicable law or regulatory requirements, for security or technical reasons, or to reflect changes to our products, services or business priorities).

Where we decide to discontinue the Subscription or make a material change to it, we will take reasonable steps to give you advance notice. If you do not want to continue with the Subscription as a result of a material change, you may cancel the Subscription before the change takes effect and we will refund any Subscription Fees you have paid in advance for the part of your billing period falling after cancellation. If you continue to use the Subscription after the change takes effect, you will be treated as having accepted the updated Subscription Terms.

14. Suspension or termination for breach or misuse

In addition to our rights under the Terms of Use, we reserve the right to suspend or terminate the Subscription or access to Premium Content where you have materially failed to comply, or where we reasonably believe you have materially failed to comply, with these Subscription Terms, the Terms of Use or the Policies.
We may also suspend or terminate the Subscription where we reasonably suspect misuse, fraud, unauthorised activity, or where we are required to do so for legal or regulatory reasons.
Where we suspend or terminate the Subscription under this section for a reason that is not attributable to your material breach of these Subscription Terms, the Terms of Use or the Policies, or to fraud, misuse or unauthorised activity on your part (including where we are required to suspend or terminate for legal or regulatory reasons), we will refund any Subscription Fees you have paid in advance for the part of your billing period falling after the suspension or termination takes effect. This does not affect any other statutory rights you have as a consumer.

15. Service availability and regional variation

We do not guarantee that the Subscription, or any content made available through it, will always be available or that access will be uninterrupted.

Content made available as part of the Subscription may include a combination of local, regional and national information, including news, weather and travel, regardless of your selected region.

16. Reliance on information

The content made available via the Subscription Service is provided for general information only and is not professional advice that you should rely on. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of any such content you receive via the Subscription Service.

Subject to your statutory rights as a consumer and our duty to supply the Subscription with reasonable care and skill, we make no representations, warranties or guarantees, whether express or implied, that the content made available via the Subscription Service is accurate, complete or up to date. This does not affect our duty to supply the Subscription with reasonable care and skill,

nor any other statutory rights you have as a consumer that cannot be excluded or limited by law.

17. How you may use materials from the Subscription Service

We are the owner or licensee of all intellectual property rights made available via the Subscription Service. All trademarks and trade names used on the Subscription Service are proprietary to Global or its licensors. We expressly reserve all rights in our Subscription Service (including any rights in any trademarks and/or trade names).

18. Our liability to you in connection with the Subscription

Nothing in these Subscription Terms limits or excludes our liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; and for any breach of the rights you have under the Consumer Rights Act 2015, including the rights that the Subscription and any digital content will be supplied with reasonable care and skill, will be of satisfactory quality, fit for purpose and as described. We do not exclude or restrict any of these statutory rights, and the remainder of this section applies subject to them.

We do not guarantee that the Subscription Service will be secure or free from bugs or viruses. You are responsible for configuring your device, computer programmes and platforms to safely access the Subscription.

If we fail to comply with these Subscription Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Subscription Terms (including any failure to use reasonable care and skill), but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

We supply the Subscription to you only for your personal, domestic and private use. If you use the Subscription for any commercial, business or resale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

19. Severance

If any provision or part-provision of these Subscription Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Subscription Terms.

20. Governing law and jurisdiction

These Subscription Terms, their subject matter and their formation are governed by and construed in accordance with the laws of England and Wales.

Subject to any mandatory rights you have as a consumer under applicable law (including, where applicable, any right to bring proceedings in the courts of the part of the United Kingdom in which you are resident), the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Subscription Terms or their subject matter or formation. Nothing in this clause affects your statutory rights as a consumer.