

Terms of Service for Grow Your Show, LLC

Last Modified: September 27th, 2021

These terms of use are entered into by and between You (“**You**” or “**Customer**”) and Grow Your Show, LLC (“**Company**,” “**we**,” or “**us**”). The following terms and conditions (the “**Terms**” “**Terms of Use**” or “**Terms of Service**”) govern your access to and use of growyourshow.com, including any content, functionality, and services offered on or through growyourshow.com (the “**Website**”).

Please read the Terms of Use carefully before you place an order on the Website. **By using the Website or by clicking to order any product or service listed on the Website, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not use or place any order on the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company. If you do not meet this requirement, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of, or placement of an order on the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

1. **Services**. Upon your placement of an order on the Website, Company agrees to provide the following services as described on the Website for the specific services you order (the “**Services**”) in accordance with these Terms of Use.

1.1 One-time Strategy Session. Company will provide you with a single 45-minute phone strategy session for a flat, non-refundable fee of \$500. If, after the strategy session you order a Full Service or Marketing Service package, then you will receive a \$500 discount off of the price of that package.

1.2 Full Service Packages.

(a) Basic Packages: Company will provide you with twelve (12) months of coaching, consulting and support to allow you to launch your podcast with up to 3 episodes on launch day, and then 1, 2 or 3 episodes published per week after that. The prices include one year of editing and post-production services, done for you podcast music, recorded intro and outro, and customized podcast artwork.

- i. **1 episode per week option:** \$2,150 sign-up fee, plus \$10,200 payable in a \$3,000 down payment, plus \$850/month for 11 months after that.
- ii. **2 episodes per week option:** \$2,150 sign-up fee, plus \$16,200 payable in a \$3,500 down payment, plus \$1,350/month for 11 months after that.
- iii. **3 episodes per week option:** \$2,150 sign-up fee, plus \$22,200 payable in a \$4,000 down payment, plus \$1,850/month for 11 months after that.

(b) Top 10% Packages. In addition to all of the services provided under the Basic Packages, Company will provide (1) a guarantee that your podcast will join the top 10% of podcasts worldwide on Apple Podcast within 6 months based on new ratings or reviews; (2) 6-months of our “Silver” Marketing package; and (3) up to 3 episodes on launch day, plus 2, 3, or 4 episodes per week after that. If your podcast is not in the top 10% after 6 months, we will write you a check for \$10,000.

- i. **1-2 episodes per week option:** \$3,500 sign-up fee, plus \$18,000 payable in a \$5,000 down payment, plus \$1,500/month for 11 months after that.
- ii. **3 episodes per week option:** \$3,500 sign-up fee, plus \$24,000 payable in a \$5,500 down payment, plus \$2,000/month for 11 months after that.
- iii. **4 episodes per week option:** \$3,500 sign-up fee, plus \$30,000 payable in a \$6,000 down payment, plus \$2,500/month for 11 months after that.

(c) Top 1% Packages. In addition to all of the services provided under the Basic Packages, Company will provide (1) a guarantee that your podcast will join the top 1% of podcasts worldwide on Apple Podcast within 6 months based on new ratings or reviews; (2) 6-months of our “Gold” Marketing package; and (3) up to 3 episodes on launch day, plus 3, 5, or 7 episodes per week after that. If your podcast is not in the top 1% after 6 months, we will write you a check for \$20,000.

- i. **1-3 episodes per week option:** \$10,225 sign-up fee, plus \$33,300 payable in a \$13,000 down payment, plus \$2,775/month for 11 months after that.
- ii. **4-5 episodes per week option:** \$10,225 sign-up fee, plus \$45,300 payable in a \$14,000 down payment, plus \$3,775/month for 11 months after that.
- iii. **6-7 episodes per week option:** \$10,225 sign-up fee, plus \$57,300 payable in a \$15,000 down payment, plus \$4,775/month for 11 months after that.

1.3 Marketing Services. Company will provide you with services to market your podcast over a 6 or 12-month term using two phases. Phase 1 is a blitz marketing campaign

implemented within the first few weeks of the contract term that uses podcasting platform algorithms to get your podcast noticed. Phase 1 may include one or more of email blasts, social media, banner ads, and paid marketing. Phase 2 focuses on sustained marketing using private messaging and may also include other forms of marketing as well. All Marketing Program Fees are fully refundable if the percent targets are not achieved.

(a) **Silver Package:** Company will provide its 2-Phase marketing program and will guarantee that your podcast will reach the top 10% of all podcasts in the world on Apple Podcast within 6 months. You could see an additional 1,200 to 3,500 downloads per month from your current download rate.

i. 6-month Contract: \$1,350/month

ii. 12-month Contract: \$1,115/month

(b) **Gold Package:** Company will provide its 2-Phase marketing program and will guarantee that your podcast will reach the top 3% of all podcasts in the world on Apple Podcast within 6 months. You could see an additional 3,200 to 8,500 downloads per month from your current download rate.

i. 6-month Contract: \$2,600/month

ii. 12-month Contract: \$2,150/month

(c) **Platinum Package:** Company will provide its 2-Phase marketing program and will guarantee that your podcast will reach the top 1% of all podcasts in the world on Apple Podcast within 6 months. You could see an additional 6,500 to 30,000 downloads per month from your current download rate.

i. 6-month Contract: \$4,732/month

ii. 12-month Contract: \$3,653/month

1.4 Post-Production Services. In addition to Full Service packages, you may choose to have Company perform post-production services for you. These services include:

- Audio editing & minor sound engineering
- Writing SEO friendly show notes, including links
- Mixing, editing, rendering, and publishing of each of your podcast episodes, including (1) a teaser; (2) bumpers (your pre-recorded intro and outro); (3) editing out filler words (to keep each episode sounding more natural and conversational, we leave upto 2 filler words within 3 sentences); (4) cleanup of problematic segments; and (5) pre-recorded ads for you and your paying sponsors.
- Creating promotional assets including (1) a quotecard; (2) audiogram or videogram; and (3) a thumbnail promo image for each episode
- Emailing promo images as well as shareable podcast links to your guests so they can promote you.

- Publishing complete audio to iTunes, as well as many other syndicated media channels.

- Creating and publishing one post on up to three of: (a) social media channels (such as facebook, instagram, or linkedin); (b) blogs; or (c) websites.

i. Post-production Services: \$175/episode (recommend no less than 1 episode per week). Note: if multiple episodes per week are published then the following discounted prices will be applied:

- a. 2 episodes per week - \$165/ep;
- b. 3 episodes per week - \$155/ep;
- c. 5 episodes per week - \$145/ep;
- d. 7 episodes per week - \$135/ep.

ii. Transcription – additional \$17/episode

iii. YouTube Editing – additional \$37/episode

2. Customer's Obligations.

2.1 Customer shall:

- (a) take all actions recommended by Company relating to the Services;
- (b) respond promptly to any Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Company to perform Services in accordance with the requirements of this Agreement;
- (c) provide such information as Company may reasonably request in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects; and
- (d) obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services.

2.2 If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

3. Term and Termination.

3.1 Term. This Agreement shall commence as of the date of your placement of an order (the "**Effective Date**") and shall continue thereafter until the completion of the Services (the "**Initial Term**"), unless sooner terminated pursuant to this Section 3.

3.2 Company's Termination. Company may terminate this Agreement, effective upon written notice to Customer, if Customer does not fulfill its obligations for payment under these Terms of Use within 5 days after written notification of default from Company. *****

3.3 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, Company shall promptly cease all Services and will have no obligation to refund any portion of the Fees.

3.4 Survival. The rights and obligations of the parties set forth in this Section 3 and Sections 4, 5, 6, 8, 9, 10, 11 and 12, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any termination or expiration of this Agreement.

4. **Fees and Expenses; Payment Terms.**

4.1 In consideration of the performance of the Services by the Company, Customer agrees to pay the fees in the amount and manner set forth on the Website (the “Fees”). Payment to Company of such fees pursuant to this Section 4 shall constitute payment in full for the performance of the Services. **ALL FEES FOR SERVICES ARE NON-REFUNDABLE** whether or not they’ve been paid, and whether or not the Services are terminated by you prior to completion.

5. **Representations and Warranties.**

5.1 Company represents and warrants to Customer that:

- (a) it shall perform the Services as specified on the Website; and
- (b) it is in compliance with, and shall perform the Services in compliance with, all applicable laws.

5.2 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 5 AND THE WEBSITE, COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Limitation of Liability.**

6.1 EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.3, IN NO EVENT WILL COMPANY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO COMPANY PURSUANT TO THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

6.3 The exclusions and limitations in Section 6.1 and Section 6.2 shall not apply to Customer's obligation to pay attorneys' fees and court costs in accordance with Section 12.9.

7. **Force Majeure.**

7.1 Company shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond Company's reasonable control, including without limitation the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, pandemic, epidemic, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; or (f) other events beyond the reasonable control of Company.

7.2 Company shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause.

8. **Intellectual Property Rights**

8.1 You will record podcast episodes ("**Original Recordings**") and send them to Company. You and Company agree that you own all rights, title, and interest in Original Recordings provided by you to Company. As part of the Services, Company shall be responsible for creating and/or editing audio, written, and/or visual content, including editing and mixing the Original Recordings, and creating promotional materials and images ("**Content**"). Company hereby agrees that all Content it provides in connection with the Services is a "work made for hire," and upon your full and final payment of any and all Fees, Company hereby assigns to you all rights, title, and interest in the Content, including copyright. Company agrees to reasonably cooperate in the execution of documents and provision of information requested by you to secure or enforce intellectual property rights in the Content within and outside the U.S.

8.2 The Website, its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

8.3 Subject to Section 8.1 above, you must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website or provided during performance of the Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.

- You may print or download one copy of a reasonable number of pages of the Website for your limited use and not for further reproduction, publication, or distribution.

8.4 You must not:

- Modify copies of any materials from the Services or the Website.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website.

8.5 All rights not expressly granted to you pursuant to this Section 8 are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

9. **Trademarks.** The Company name, the term “Grow Your Show” and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

10. **Prohibited Uses**

10.1 You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

11. **Indemnification.** You agree to defend, indemnify, and hold harmless the Company and its and respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content or the Services other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

12. **Miscellaneous.**

12.1 The relationship between the parties is that of independent contractors. Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

12.2 These Terms of Use constitute the sole and entire agreement of the parties to these Terms of Use with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

12.3 These Terms of Use are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of these Terms of Use.

12.4 The headings in these Terms of Use are for reference only and shall not affect the interpretation of these Terms of Use.

12.5 No waiver by any party of any of the provisions of these Terms of Use shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms of Use, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms of Use shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.6 If any term or provision of these Terms of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify these Terms of Use so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.7 These Terms of Use, and the performance of Services pursuant to these Terms of Use shall be governed by and construed in accordance with the internal laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Colorado. Any legal suit, action, or proceeding arising out of or related to these Terms of Use or the Services provided hereunder shall be instituted exclusively in the courts of the State of Colorado in each case located in the City and County of Denver, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

12.8 Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms of Use or the transactions contemplated hereby.

12.9 If any action, suit, or other legal or administrative proceeding is instituted or commenced by the Company to collect from the Customer any unpaid Fees, then Company shall be entitled to recover its reasonable costs and fees (including attorneys' fees and court costs) from the Customer.

13. **Your Comments and Concerns**

This website is operated by Grow Your Show, LLC.

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: Team@GrowYourShow.com.