

Terms of Service

for Grow Your Show, LLC

Last Modified: April 2024

These Terms of Service are entered into by and between you ("you" or "Customer") and Grow Your Show, LLC, a Colorado limited liability company (the "Company," "we," or "us"), and contain the following terms and conditions (the "Terms" or "Terms of Service") that govern your access to and use of growyourshow.com (the "Website") including any content, functionality, and services offered on or through the Website.

Please read these Terms of Service carefully before you place an order on the Website. These Terms of Service contain important information regarding your legal rights, remedies, and obligations and, together with all schedules, addenda, exhibits, documents, and policies referenced or incorporated herein, constitute a legally binding agreement between you and the Company (each a "Party" and collectively the "Parties") (this "Agreement"). If you are entering into this Agreement on behalf of an entity, you represent and warrant that you have the legal authority to bind that entity as a Party to this Agreement. By using the Website or by clicking to order any product or service through the Website, you accept and agree to be bound and abide by these Terms of Service. If you do not want to agree to these Terms of Service, 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.

Changes to the Terms of Service

We may revise, update, add to, and delete from these Terms of Service 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. However, a change of any particular provision of this Agreement does not affect the other and unchanged provisions.

Your continued use of, or placement of an order on the Website following the posting of revised Terms of Service 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.

These Terms of Service also incorporate the Company's privacy policy, which You can access here [*insert hyperlink*] (the "Privacy Policy"). The Website and all applications and software herein are owned and operated by the Company or any successor entity.

1. License and Restrictions.

a. Accounts and Access. To use the Website, you must create an account (an "Account"). The Account gives the Customer access to the Website and its functionality. We maintain different types of accounts with different features for different types of Customers. If you connect to the Website through a third-party service (such as social media sites), you grant

Terms of Service Agreement

Copyright © 2022 Grow Your Show, LLC. All rights reserved

the Company permission to access and use the Your information from that service. The Company reserves the right to accept or reject any Customer in its sole discretion.

b. Account Information and Management. To open an Account, you must maintain complete and accurate information that you supply to complete a profile, which typically includes your name, email address, phone number, and information about your business (“Account Information”). Customers are solely responsible for their Account Information. We reserve the right to remove or reclaim any usernames at any time and for any reason.

c. Privacy Policy. The Account Information, and all information and data that a Customer uploads to the Website or makes available to the Company other than content you create for distribution, such as your podcasts will be held and used in accordance with the Privacy Policy. By using the Website, you agree that you have read and understand the Privacy Policy and that you consent to the collection, use, and disclosure of your Customer Data, in accordance with our Privacy Policy. By using the Website, you also agree and authorize us to collect Website use information in an aggregated and anonymized manner, to compile statistical and performance information related to the operation of the Website.

2. Use of the Website.

a. License Grant for the Program. The Company grants each Customer a non-exclusive, non-transferable, revocable, limited license (the “License”) solely for the period the Customer’s Account is active, to access and use the Website and to place Orders strictly in accordance with this Agreement (an “Order”). Use of the Website other than as specifically authorized is strictly prohibited and could terminate the License. Each Customer is responsible for its authorized users of the Account and their compliance with this Agreement.

b. Restrictions. In using the Website, Customer may not:

i. copy, print, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise transfer any content on the Website (except their own created content such as their podcasts)(“Website Content”);

ii. create compilations or derivative works of any Website Content or data, software, network structure or other component of the Website;

iii. use Content in any manner that may infringe any intellectual property right (defined below), or proprietary property, or privacy right of the Company, any other Customer or third party;

iv. remove, change, or obscure any copyright or other proprietary notice;

- v. make any portion of the Website or any Website Content available through any timesharing system, service bureau, or similar technology;
- vi. remove, decompile, disassemble, reverse engineer, or attempt to discover source code for any software;
- vii. use the Website for advertising or solicitation (other than in connection with Services) or transmitting unsolicited commercial email, spam, chain letters, junk e-mail, invalid domain names, deceptive addresses; or unsolicited telephone calls or facsimile transmissions;
- viii. use the Website in a manner that violates any law, rule, regulation or order of any court or other governmental authority (collectively, "Laws");
- ix. circumvent, disable, damage, or interfere with security-related features;
- x. institute, assist, or transmit any virus, worm, malware, spyware, or similar attack;
- xi. attempt to gain unauthorized access to the Website, other Customers' Accounts, or access other customers' data;
- xii. post content that is (a) abusive, threatening, obscene, bullying, demeaning, defamatory, libelous, racially, sexually, or religiously objectionable, (b) contains nudity, excessive violence, or offensive subject matter, (c) is likely to harass, abuse, or harm another person; (d) may create harm, loss, or physical or mental injury to a person, animal, or property; or (e) unlawful, tortious, invasive of privacy rights, or violates third-party intellectual property rights.
- xiii. attempt to solicit personal information from other Customers or collect, harvest or post anyone's private information, identification documents, or financial information; or
- xiv. exploit, harm, or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- xv. impersonate or attempt to impersonate the Company, any 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).

xvi. 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.

xvii. act as a white label marketer, reseller, or distributor by packaging and reselling or offering the Services or a derivative product from the Services to third parties except with the prior written consent of the Company in its sole discretion.

c. Personal Data. The Company will use Account Information solely to manage the Customer's Account. Each Customer agrees that Customer, alone, shall determine the uses and purpose for any processing of its Customer Data. Customer agrees to not upload, provide, transmit, or otherwise share any information that alone or with other information can be used to identify a natural person, directly or indirectly, such as by an identification number (e.g., social security number) or one or more factors specific to your identity (e.g., name, date of birth, biometric data, fingerprints, DNA, etc.) ("Personal Data"), except as may be necessary as part of an Order, and, in that case, the Customer is solely responsible to determine and oversee how that Personal Data is used and processed. The Company will not use that Personal Data (unless it is part of the Account Information) for any purpose. Customer shall indemnify and hold harmless the Company for all costs, expenses, fees, legal expenses, and/or attorney fees incurred because of Customer's sharing, uploading, providing, or using Personal Data in violation of this Agreement. To the extent that Customer obtains or comes into contact with any Personal Data provided by or on behalf of a Customer in connection with the Company's Services under this Agreement or any Order or Podcast, the Company shall not determine the uses or purposes of processing the Personal Data, and the Company's role shall be solely as a "Service Provider" and not as a "Business" (as such terms are defined in the California Consumer Protection Act (CCPA)) and the Company shall delete or return the Personal Data provided to it after completing the services. Any Personal Data provided by or on behalf of a Customer in connection with an Order or Service is provided for the benefit of the Customer and not for the Company.

d. Statistical Data. During your use of the Services, the Company will collect, compile, analyze, and evaluate statistical data and results relating to your podcasts and episodes, including, but not limited to listener numbers, unique listens, listener profiles, listener demographics, podcast rankings and reviews, placements, results of the podcast(s), and outreach and marketing efforts (collectively, "Statistical Data"). The Company will use the Statistical Data to evaluate success of Customer podcasts and the Services, both at the individual Customer level and broadly across all Customers and for the Company's own marketing purposes to share with other Customers, potential Customers, public sources, podcast ranking sites such as listennotes.com, podkite.com, and chartable.com to evaluate exposure and outreach. The Company provides periodic reports to Customers showing the Customer's Statistical Data, other Customers' Statistical Data (for comparison and analytic purposes) and aggregated Statistical Data. Customer acknowledges and authorizes the Company to use Customer's Statistical Data and to identify the Customer, stating that the data is that

Customer's Statistical Data for marketing, sales, evaluation, and reporting purposes and other purposes related to the Services and to share Customer's Statistical Data with third parties, including public sites, and post them on the Website and in the public domain. Customer hereby grants a non-exclusive, fully paid-up worldwide license to the Company to use Customer's name, name of the business, business description, and logos as part of the Statistical Data for use in all purposes described in this Section 2(d). All Statistical Data, and all intellectual property rights in the Statistical Data shall be the sole property of the Company and is collected for the Company's purposes.

e. Customer Data. Customer is solely responsible for all data, graphics, images, files, information, text, voice content, recordings, and other content and materials that are collected, uploaded, posted, delivered, provided, broadcast, or otherwise transmitted or stored by Customer on the Website, in Customer's podcasts, or in connection with Customer's use of the Services (collectively, "Customer Data"), and Customer represents and warrants that it has all rights necessary to grant use, publish, and disclose the Customer Data and to share Customer Data with the Company for the Company to perform its Services, without violation of any third party rights, including without limitation, privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights. Customer shall be solely responsible for making any required notices (including without limitation any privacy notices required by applicable local, state, federal, and international laws and regulations) and for obtaining any required consents sufficient to authorize the Company's performance of its obligations and exercise of its rights under this Agreement and the Privacy Policy.

3. Services. Upon your placement of an Order, the 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 Service. All prices listed for the Services in this Section 3 are current as of the date of these Terms of Service and are subject to change at any time without amending these Terms of Service. Customer agrees to pay the current pricing for all Orders, which may be different from the prices listed in this Section 3, provided that the Company will disclose all current pricing before the Customer is committed to purchase an Order.

a. Coaching Services.

i. One-time Strategy Session. The Company will provide you with a single 45-minute phone strategy session (or via remote video call) for a flat, non-refundable fee of \$500. If, after the strategy session, you order a Full Service or Marketing Service package, then the \$500 you paid for the strategy session will be credited toward the price of that Full Service or Marketing package.

ii. 3-Month Coaching Retainer. The Company will provide you with up to six consulting calls (by phone or via remote video connection) for up to 60 minutes each, over a 3-month period for a flat fee of \$6,500; provided however, that this Order is on a use it or lose it basis, such that Customer must pay the entire \$6,500 fee even if Customer does not use the

Terms of Service Agreement

Copyright © 2022 Grow Your Show, LLC. All rights reserved

entire six consulting calls. Fees are non-refundable and paid at the beginning of the 3-month term.

iii. 12-Month Coaching Retainer. The Company will provide you with up to 15 consulting calls (by phone or via remote video connection) for up to 90 minutes each, over a 12-month period for a flat fee of \$17,500; provided however, that this order is on a use it or lose it basis, such that Customer must pay the entire \$10,000 fee even if Customer does not use the entire 15 consulting calls. Fees are non-refundable and paid at the beginning of the 12-month term.

b. All-Inclusive Packages.

i. Basic Packages. If you order a Basic Package, which is a 12-month contract, the Company will provide you with (a) Main Branding Services (as described in Section 3(d) below); (b) the 3-Month Coaching Retainer described in Section 3(a) above), and (c) Editing+ services as described in Section 3(e) below) for the 12-month term. This package is designed 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 for the fees described below. This package does not include marketing services.

1. 1 episode per week option: \$3,200 sign-up fee, plus \$15,600 payable as \$1300/month for 12 months (the first month would be \$3,200, then beginning in the second month \$1300 per month for 12 months after that).

2. 2 episodes per week option: \$3,200 sign-up fee, plus \$21,600 payable as \$1,800/month for 12 months (the first month would be \$3,200 then beginning in the second month \$1,800 per month for 12 months after that).

3. 3 episodes per week option: \$3,200 sign-up fee, plus \$27,600 payable as \$2,300/month for 12 months (the first month would be \$3,200 then beginning in the second month \$2,300 per month for 12 months after that).

ii. Standard Packages. If you order a Standard Package, which is a 12-month contract, the Company will provide (a) Main Branding package (described in Section 3(d) below); (b) the 12-Month Coaching Retainer described in Section 3(a) above); (c) the 12-Month Bronze Marketing Package (described in Section 3(c)(1) below); (d) Editing+ services for the 12-month term; and (e) best efforts to cause your podcast will join the top 10% of podcasts worldwide on Apple Podcast within 6 months based on total ratings or reviews.

1. 2 episodes per week option: \$4,350 sign-up fee, plus \$31,800 payable as \$2,650/month for 12 months (the first month would be \$3,500 then beginning in the second month \$3,150 per month for 12 months after that).

2. 3 episodes per week option: \$4,350 sign-up fee, plus \$37,800 payable as \$3,150/month for 12 months (the first month would be \$3,500 then beginning in the second month \$3,150 per month for 12 months after that).

3. 4 episodes per week option: \$4,350 sign-up fee, plus \$43,800 payable as \$3,650/month for 12 months (the first month would be \$3,500 then beginning in the second month \$3,650 per month for 12 months after that).

iii. Premium Packages. If you order a Premium Package, which is a 12-month contract, the Company will provide (a) Elite Branding package (described in Section 3(d) below) ; (b) the 12-Month Consulting Retainer described in Section 3(a) above); (c) the 12-Month Gold Marketing Package (described in Section 3(c) below); (d) Editing+ services for the 12-month term; and (e) best efforts to cause your podcast to join the top 5% of podcasts worldwide on Apple Podcast within 6 months based on total ratings or reviews.

1. 3 episodes per week option: \$16,725 sign-up fee, plus \$51,300 payable as \$4,275/month for 12 months (the first month would be \$16,225 then beginning in the second month \$4,275 per month for 12 months after that).

2. 5 episodes per week option: \$16,725 sign-up fee, plus \$63,300 payable as \$5,275/month for 12 months (the first month would be \$16,225 then beginning in the second month \$5,275 per month for 12 months after that).

3. 7 episodes per week option: \$16,725 sign-up fee, plus \$78,900 payable as \$6,575/month for 12 months (the first month would be \$16,225 then beginning in the second month \$6,575 per month for 12 months after that).

c. Marketing Services. If you order Marketing Services, the Company will provide you with the following services to market your podcast over a 15-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 designed to get your podcast noticed, including , email blasts, social media, banner ads, paid marketing, Phase 2 focuses on sustained marketing using private messaging and may also include other forms of marketing. Marketing Services do not include creation of or editing marketing materials, rather they only include campaigns to increase exposure.

i. Gold Package. If you order the Gold Marketing Package, the Company will provide its 2-Phase marketing program and will use best efforts to cause your podcast to reach the top 10% of all podcasts in the world on Apple Podcast within 12 months from the beginning of the Marketing Services, failing which, the Company will reimburse you \$10,000.

1. 15-month Contract: \$3,700/month for 15 months.

ii. Platinum Package. If you order the Platinum Marketing Package, the Company will provide its 2-Phase marketing program and will use best efforts to cause your podcast to reach the top 3% of all podcasts in the world on Apple Podcast within 12 months from the beginning of the Marketing Services, the Company will reimburse you \$15,000.

1. 15-month Contract: \$5,300/month for 15 months.

iii. Professional Package. The Company will provide its 2-Phase marketing program and will use best efforts to cause your podcast to reach the top 1% of all podcasts in the world on Apple Podcast within 12 months from the beginning of the Marketing Services, the Company will reimburse you \$20,000.

1. 15-month Contract: \$9,600/month for 15 months.

d. Branding Services. The Branding Services that are included in the various packages include post-production services for your podcast, music, recorded intro and outro, and customized podcast artwork, based on Main Branding Services or Elite Branding Services.

i. Main Branding Services. If you order the Main Branding Package, the Company will provide you with templates for your branded promotional assets that can be used on social media platforms, a simple and basic podcast page, social media banners, recorded intro and outro, and up to two (2) one-hour consulting calls. The Fees for Main Branding Services are a one-time Fee of \$3,500 paid at the beginning of the service.

ii. Elite Branding Services. If you order the Elite Branding Package, the Company will provide you with templates for your branded promotional assets that can be used on social media platforms, a podcast website (up to 4 pages), social media banners, recorded intro and outro, and up to four (4) one-hour consulting calls. The Fees for Main Branding Services are a one-time Fee of \$12,000 paid at the beginning of the service. After the initial 12 months of Elite Branding Services, the Company will, upon your request, maintain the podcast website for additional Fees of \$120 per month on a month to month basis.

e. Editing+ Services. If you order Editing+ Services or they are included in packages, the Company perform post-production services for you, including:

i. Audio editing and minor sound engineering;

ii. Writing SEO friendly show notes, including links for listeners to connect with you;

iii. 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 up to 2 filler words within 3 sentences); (4) cleanup of problematic segments; and (5) pre-recorded ads for you and your paying sponsors;

iv. Creating promotional items for our episodes including (1) a quotecard promotional image; (2) audiogram or videogram from the episode; and (3) a thumbnail promo image for each episode; and (4) a promotional square image highlighting your guest and the episode they were featured in;

v. Emailing promo images as well as shareable podcast links to your guests so they can promote you;

vi. Publishing complete audio to available platforms, including iTunes, Apple Podcast, Amazon Alexa, Spotify, Sticher, iHeart Radio, Google Play, Gaana, as well as many other syndicated media channels;

vii. 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; and

f. Post-production Services. \$275/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:

i. 1 episode per week – \$275 per episode.

ii. 2 episodes per week - \$265 per episode;

iii. 3 episodes per week - \$255 per episode;

iv. 5 episodes per week - \$245 per episode;

v. 7 episodes per week - \$205/ep.

vi. Transcription – additional \$17/episode

vii. YouTube/video production – additional \$47/episode

viii. The Fees for post-production Services are due and payable even if no episodes are published or Customer must cancel a session.

ix. Customer may cancel post-production services on at least 14 days written notice, provided Customer will pay Fees for all work in process or completed before the effective date of termination, and the Agreement will stay in effect until then current ordered Services are completed. As an example, only, if the Customer terminates the Post-Production

Terms of Service Agreement

Copyright © 2022 Grow Your Show, LLC. All rights reserved

Services, yet the current episodes then being worked on will take 6 weeks to finish, then the Agreement will not terminate and the Fees will continue for the entire 6 weeks.

g. General. The Company shall determine the nature, extent, quality, degree, and personnel for all Services in its sole discretion, which can change at any time; provided that Services purchased will be performed as described at the time of purchase. All Services are only as expressly stated in this Agreement or as listed on the Website, and there are no implied or assumed Services incidental to the Services. Customer does not have a vested right or expectation that any particular Services will be continued or will be the same as those Services were on previous occasions or may be in the future, including specific services to be provided, the personnel who will provide them, or Customer's expectations. The Company does not guaranty or represent any particular outcome or result from the Services, and except as expressly provided in this Agreement, including any minimum number of media impressions, listens, listener demographics, rankings, positions, sales, or other indicia of a successful or unsuccessful episode. Additional services are available upon request, subject to pricing, terms, and conditions that Customer and the Company agree.

h. Third Party Advertising. The Website may feature advertisements from the Company or third parties, in accordance with our Privacy Policy. We may provide links on the Website to third party websites or vendors who may invite you to participate in promotional offers. Any charges or obligations that Customer incurs in connection with these third parties are Customer's sole responsibility. The Company makes no representation or warranty regarding any content, goods and/or services provided by any third party and the Company will not be liable for any claim relating to any third-party content, goods and/or services. The Company does not assume any responsibility for any such third-party sites, information, materials, products, or services. The linked sites are not under the Company's control and may collect data or solicit personal information from you. The Company is not responsible for their content, business practices or for their collection, use or disclosure of any information. Customer may access third-party websites or content at their own risk and understands that this Agreement and the Privacy Policy do not apply to such sites or services. Customer expressly releases the Company from any liability arising from use of any third-party website, service, or content and any resulting harm, loss, or damage. If the Company utilizes third-party software or strategic agreements to provide services or content to you as part of our Services, we reserve the right to share certain information about you (including Account Information) for specific purposes, in accordance with our Privacy Policy.

i. Ancillary Services. From time to time, the Company may provide, and has, in the past, provided, additional services or list podcasts on landing sites to increase visibility, impressions, downloads, and/or listing of the podcasts that generate recognition ("Ancillary Services"). Ancillary Services are those activities that are meant to benefit the visibility and exposure of podcasts as an additional service, including making the podcast available to scraping systems and lists that identify podcasts and utilizing bot downloads to support triggering podcast playing algorithms. The Company is not obligated to provide the Ancillary

Services and reserves the right to cease such Ancillary Services at any time. The Company may continue to provide the Ancillary Services for each Customer at its discretion unless the Customer expressly requests in writing not to receive the Ancillary Services.

4. Customer's Obligations.

a. Customer shall:

- i. take all actions recommended by the Company relating to the Services;
- ii. respond promptly to any the Company request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for the Company to perform Services in accordance with this Agreement;
- iii. provide complete and accurate information as the Company may reasonably request to carry out the Services, in a timely manner;
- iv. obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services;
- v. only use the Website and Services in accordance with the Company's instructions; and
- vi. (i) temporarily store copies of such materials in RAM only as incidental to your accessing and viewing those materials; (ii) may store files that are automatically cached by your Web browser only for display enhancement purposes; and (iii) 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.
- vii. Pay all applicable Fees for all Orders for the full length of the applicable Order or contract term.

b. If the 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, the 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.

5. Term and Termination.

a. 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 for any Order that you have placed using the Website (the "Term"), unless sooner terminated

Terms of Service Agreement

Copyright © 2022 Grow Your Show, LLC. All rights reserved

pursuant to this Section 5. Each time an Order is placed, a new Term begins. Even though the Agreement commences on placement of the Order, the actual Services may not begin until later; provided that the Term will continue until the applicable Services are completed, even if that extends beyond the allocated time period measured from the date of Order.

b. The Company's Termination. The Company may terminate this Agreement or the Customer's Account effective upon written notice to Customer within 5 days after written notification of any of the following from the Company.

i. Customer violates this Agreement, and the violation cannot be cured, or if it can be cured, is not satisfactorily cured within 10 days after the Company sends written notice of the violation to Customer;

ii. Any representation or warranty made by Customer was false or misleading when made or became false or misleading and was not promptly corrected;

iii. The Company determines that continuation of the Account presents a danger, threat, or harassment to the Company, any other customer, any other third party;

iv. The Services are terminated, or the Website is inactivated, which the Company may do in its sole discretion at any time after an Order has been performed; or

v. The Company has reasonable basis to believe that Customer has:

1. misappropriated, misused, or disclosed the Company's or any third party's trade secrets, confidential or proprietary information, or intellectual property;

2. attempted to enter into a business that competes with the Company or provides a similar platform and marketplace for podcasts; or

3. illegally or improperly used of the Website, creating risk of possible legal liabilities;

4. been convicted of a felony or crime of moral turpitude, or been found liable in a court of law for fraud; or

5. not reasonably followed the Company's instructions or cooperated with the Company, has persistently interfered with The Company operations, or has habitually treated The Company staff disrespectfully.

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

Terms of Service Agreement

Copyright © 2022 Grow Your Show, LLC. All rights reserved

Agreement or Customer's access to the Services for a reason that is not Customer's fault or cause, the Company will refund the unused and unearned portion of pre-paid fees the Customer has paid. Upon termination of a Customer's Account, the Company will delete or destroy the Customer's Account Information.

d. Survival. The rights and obligations of the parties set forth in Sections 4, 6, 7, 8, 10, 11, 12, 13, and 14 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.

6. Fees and Expenses; Payment Terms. In consideration of the Services, Customer agrees to pay the fees for Orders in the amount and manner set forth on the Website ("Fees"). All Fees for Services are non-refundable whether or not customer terminates the Services prior to completion and there is no waiver or refund because of lack of use, suspension, dissatisfaction, or any other reason. Fees are due and charged periodically based on the passage of time and not upon completion or even the start of Services, and invoices shall not be paused or suspended due to periods of inactivity or status, even if no episodes are published during that time period, and even if Customer or the Company has to cancel and reschedule appointments. However, because Orders are based on time-frames for defined services (for example, a defined number of months), and the podcast launch may not occur when the Order and Fees begin, the Company will perform those Services for the defined time period even if they do not start in or are not concurrent with the same month or week that the Fees are charged. Further, Accounts are set up for automatic billing. Customer agrees to keep a valid credit card or debit card on file with the Company and hereby authorizes the Company to automatically draw upon the credit card automatically to pay the Fees as they come due from time to time. In the event of inconsistency in Fees stated in this Agreement and those stated on the Website, the Fees listed on the Website will control. Fees must be paid as and when they are due, and if not timely paid, (w) will incur interest at the lesser of 1.5% per month or the maximum rate permitted by law from the date such amount was due until paid in full, (x) Customer will be unable to place Orders or access the Services; (y) the Company may suspend production of episodes or other Services and (y) if the delinquent Fees are not paid in full within 10 days after the date they are due, The Company reserves the right to terminate Customer's Account. Fees are obligations independent of other provisions of this Agreement and are enforceable by specific performance. All Fees are exclusive of taxes in connection with the Services, if any. If any taxes are imposed, they will be Customer's responsibility.

7. Representations and Warranties.

a. The Company represents and warrants to Customer that: (i) it shall perform the Services as specified on the Website; and (ii) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws.

b. The Services are provided "As Is" and on an "As Available" basis. Use of the website is at the user's own risk. Any content downloaded from the Website is at Customer's own risk and the customer will be solely responsible for any damage to customer's computer system or mobile devices or loss of data that results from such download.

c. The Company makes no representation or warranty regarding and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies in content; (ii) personal injury or property damage, of any nature whatsoever, resulting from customer access to or use of the website; (iii) any unauthorized access to or use of our servers; (iv) any interruption or cessation of transmission to or from the website; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our website; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available on the website.

d. Except as explicitly provided in the privacy policy, the Company is not liable for the collection, use, processing, security, privacy, or disclosure of customer content, data breaches, or any loss, misuse, or misappropriation of data. All customer content and data are made available to the website at the customer's sole risk. We do not collect or process personal data except as explicitly provided in this agreement or privacy policy.

e. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 7 AND ON THE WEBSITE, IF ANY, THE WEBSITE AND SERVICES ARE PROVIDED WITHOUT, AND THE COMPANY HEREBY DISCLAIMS ALL, WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, TRADE USAGE OR PRACTICE.

8. Limitation of Liability.

a. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8(c), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, PROFIT, DATA, COST OF SUBSTITUTE PRODUCTS OR SERVICES, 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.

b. EXCEPT AS OTHERWISE PROVIDED IN SECTION 8(c), IN NO EVENT WILL THE 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 THE

COMPANY PURSUANT TO THIS AGREEMENT IN THE SIX MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

c. The exclusions and limitations in Section 8(a) and Section 8(b) shall not apply to Customer's obligation to pay Fees, breach of confidentiality obligations, or for indemnification obligations under Section 12 or attorneys' fees and court costs in accordance with Section 13(h).

9. Force Majeure.

a. The 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 the Company's reasonable control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, pandemic (and business interruption and supply and distribution disruptions resulting from public health and safety directives), 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; (f) typhoons, inclement weather, hurricanes, and other natural events; or (g) other events beyond the reasonable control of the Company.

b. The 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.

10. Intellectual Property Rights.

a. You will record podcast episodes ("Original Recordings") and send them to the Company. You and the Company agree that you own all rights, title, and interest in Original Recordings provided by you to the Company. As part of the Services, the 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"). The 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, the Company hereby assigns to you all rights, title, and interest in the Content, including copyright. The 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.

b. 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), and all underlying technology, hardware, analytics, architecture, methods, discoveries, inventions, modifications, derivatives, and materials that

comprise any portion of the Website or technology that creates the Content 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. This Agreement shall not be interpreted to grant to Customer or create any manner of property right, assignment, or license of the Company property (including intellectual property) to Customer.

i. Reservation of Rights. All rights not expressly granted to Customer pursuant to this Section 10 are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

ii. Copyright Notices; Complaints. Our policy is to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the “DMCA”). For more information, please see our Copyright Policy by clicking *[here][insert copyright policy link]*. We reserve the right to terminate without notice any User’s access to the platform if we determine that user is a “repeat infringer.” In addition, we do not interfere with standard technical measures used by copyright owners to protect their materials.

11. 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.

12. 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 this Agreement 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 this Agreement, or your use of any information obtained from the Website, exposure or disclosure of any personally identifiable information of anyone other than Customer, through the customer’s account; (b) Customer Data or Original Recordings are found to have infringed on any third party intellectual property rights or violated applicable law; or (d) Customer’s violation of applicable Law or breach of confidentiality of the Company’s or another customer’s confidential information. The Company reserves the right, at customer’s expense, to assume the exclusive defense and control of any matter for which customers are required to indemnify the Company (provided that the Company may not settle or defend a claim unless it unconditionally releases customer of all liability to any third party), and customer agrees to cooperate with the Company’s defense of these claims. This paragraph will survive any termination of Customer’s account.

13. Confidentiality/Non-Disclosure.

a. Confidential Information. Each Party may disclose Confidential Information to the other Parties. "Confidential Information" means (i) all information to which a Party (as the "Recipient") is granted access to or receives from the other Party (the "Discloser"), including, but not limited to, (i) trade secrets, inventions, ideas, processes, software, data, programs, works of authorship, know-how, improvements, discoveries, designs, and techniques; (ii) information regarding the Company structure policies, products, plans, budgets, financial statements, contracts, prices; and (iii) information regarding the Discloser's employees, contractors, suppliers, and customers and other agents that is marked or otherwise identified as confidential at the time of disclosure or that would reasonably be understood to be confidential given the nature of the information and the context of the disclosure. The Discloser's intellectual property rights are also considered that Party's Confidential Information.

b. Use Restrictions. Recipient shall not disclose to third parties or use the Discloser's Confidential Information except as provided or authorized by this Agreement or the Privacy Policy or for the Company to provide the Services and for the Company to share Statistical Data with other customers and prospective customers. Recipient shall use the same degree of care that it uses to protect its own Confidential Information (but not less than reasonable care). Recipient will limit access to the Discloser's Confidential Information to those employees, agents, and approved subcontractors who have a need to know such information and are under confidentiality obligations substantially similar to the confidentiality obligations in this Section.

c. Exceptions. The foregoing confidentiality obligations shall not apply to information that: (x) is already in Recipient's possession at the time of disclosure; (y) is or becomes part of the public domain through no fault of the Recipient, or (z) is lawfully received by Recipient from a third party having no obligations of confidentiality to the Discloser. Recipient may also disclose Confidential Information to comply with government regulations or lawful court order or judicial or arbitration process, provided that Recipient provides advance written notice thereof to Discloser and cooperates with Discloser's efforts to obtain protective treatment.

d. Remedies. Unauthorized disclosure or use of Confidential Information may give rise to irreparable injury, which may not be adequately compensated by damages. In the event of a breach or threatened breach of this Section 14, significant harm may result to the Company for which there may be no adequate remedy at law, and the Company shall be entitled to seek a preliminary injunction and a temporary restraining order, or other equitable relief as necessary to protect its interests without posting a bond or other security and without any requirement to prove damages. Such remedy shall be in addition to, and not a limitation upon any other remedy which may be available under contract, at law or in equity, including damages.

14. Miscellaneous.

a. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement 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.

b. This Agreement 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.

c. The headings in this Agreement are for reference only and shall not affect the interpretation of these Terms.

d. No waiver by any party of any provision of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement 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. No waiver, act, or omission by the Company with respect to any Customer will be deemed or implied to be a modification of this Agreement or the agreement with any other Customer or create a right in any other Customer to demand the same waiver, act or omissions from the Company.

e. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement 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 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.

f. This Agreement and the performance of Services 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 this Agreement or the Services provided hereunder shall be instituted exclusively in the courts of 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.

g. Each party irrevocably and unconditionally waives any right it may have to a trial by jury for legal action arising out of or relating to this Agreement.

h. 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 the Company shall be entitled to recover its reasonable costs and fees (including attorneys' fees and court costs) from the Customer.

i. Arbitration

i. Arbitration. Any disputes, actions, claims or causes of action relating to or in connection with this agreement, regardless of the legal theory, whether in contract, tort, strict liability, or otherwise, shall be finally resolved by binding arbitration. The arbitration tribunal shall have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of the agreement to arbitrate. You and we agree to seek resolution of the dispute only through arbitration of that dispute in accordance with the terms of this Section 14(i), and not litigate any dispute in court. If you or we file an action in a court or tribunal other than arbitration, the party filing such action will cause it to be dismissed immediately. You have the right to opt out of this agreement to arbitrate by providing written notice of your intention to do so to us within 15 days of your execution (or other acceptance) of this agreement. The arbitration shall take place in Denver, Colorado.

1. Class action waiver. Arbitration must be on an individual basis. No party may join or consolidate claims in arbitration by or against other claimants or arbitrate any claims as a representative or member of a class.

2. Rules and Procedures. The arbitrability of claims and these arbitration terms are governed by the Federal Arbitration Act (FAA). Arbitration must proceed with either the American Arbitration Association or with Judicial Arbitration and Mediation Services, Inc (JAMS), utilizing the AAA Commercial Arbitration Rules. The proceedings shall take place before a single arbitrator selected by the Parties, but if the Parties cannot agree, then the arbitration forum will select a single arbitrator. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement. All proceedings in the arbitration and all materials, evidence and other information disclosed or used in the arbitration shall be held strictly confidential. The fees of the arbitrator shall be borne equally by the parties. Evidentiary rules of the arbitration tribunal shall govern issues or questions relating to evidence in the arbitration proceeding. Discovery shall be limited to a degree and amount that is consistent with the nature of the case and the value of the claims at issue.

3. Survival. This arbitration provision shall survive closing of your account and termination of this Agreement.

j. Notices. We may notify you via postings on the Website or Application and via e-mail or any other communications means through contact information you provide to us. We may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on the Website and Application, as we determine in our sole discretion. We reserve the right to determine the form and means of providing notifications. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. When we change this Agreement in a material manner, we will update the 'last modified' date at the bottom of this page.

k. Assignment. Customer may not assign its rights or obligations under this Agreement or the Terms without the Company's prior written consent, and any unauthorized assignment or delegation is void. The Company may assign or delegate this Agreement to any person or entity at any time without User's consent.

l. ENTIRE AGREEMENT. THIS AGREEMENT, THE TERMS, AND SOWS REPRESENT THE ENTIRE AGREEMENT AMONG THE PARTIES AND SUPERSEDES ALL PRIOR AND CONTEMPORANEOUS AGREEMENTS, PROPOSALS, CONTRACTS, REPRESENTATIONS, AND UNDERSTANDINGS, WRITTEN OR ORAL, CONCERNING ITS SUBJECT MATTER, WHETHER ELECTRONIC, ORAL OR WRITTEN, OR WHETHER ESTABLISHED BY CUSTOM, PRACTICE, POLICY OR PRECEDENT. NO STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES, OR UNDERSTANDINGS, EXPRESS, OR IMPLIED, SHALL BE DEEMED TO HAVE BEEN MADE BY ANY PARTY, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TERMS OR SOWS. EACH PARTY AGREES THAT IT HAS NOT RELIED UPON, AND WILL NOT RELY UPON ANY STATEMENT, REPRESENTATIONS WARRANTY, PROMISE, OR UNDERSTANDING NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, TERMS OR SOWS; ANY SUCH RELIANCE IS HEREBY EXPRESSLY DISCLAIMED.

m. Severability. If any portion of this Agreement is found illegal or unenforceable, by any court of competent jurisdiction, such portion shall, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability in any other jurisdiction and without affecting the remaining provisions of this Agreement, which shall continue to be in full force and effect.

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.

This Agreement was last modified on April 3, 2024.

©2022 Grow Your Show, LLC