



# *Pretty Podcasts* **TERMS OF SERVICE**

Pretty Podcasts trading Pretty Podcasts

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By registering, accessing or using any services developed, operated, provided, maintained or hosted by Pretty Podcasts including all websites and IP addresses available at and configured for use at <http://www.PrettyPodcasts.com> you agree to be bound to the following terms and conditions ("Terms of Service.") and you agree that it is enforceable as if it were a written negotiated agreement signed by PRETTY PODCASTS and you.

PRETTY PODCASTS, in its sole discretion, reserves the right to revise, update and change the Terms of Service from time to time without notice to you, and you agree to be bound by such modifications or revisions. Any new features that augment or enhance the current Service, including the release of new features and resources, shall be subject to the Terms of Service.

BY CONTINUING TO USE THE SERVICE, YOU ARE CONFIRMING YOUR CONSENT AND AGREEMENT TO BE BOUND BY THE MOST RECENT TERMS OF SERVICE.

## **GENERAL CONDITIONS**

Your use of the service is at your sole risk. You acknowledge, understand and agree that PRETTY PODCASTS provides the service to you "As Is" and "As Available" without warranty or condition of any kind.

PRETTY PODCASTS shall not be responsible for any inaccuracies related to your product or business, and PRETTY PODCASTS shall not be responsible or liable for any writing/publishing content that may negatively affect or damage your product or business.

PRETTY PODCASTS reserves the right to provide similar or identical services to companies that may be in competition with you. In such cases, PRETTY PODCASTS shall use its best efforts to ensure that all content provided to each client of PRETTY PODCASTS is unique and appropriately tailored to each client. At no time shall PRETTY PODCASTS ever disclose any information received from one client to another client.

You consent to PRETTY PODCASTS publishing your company name on PRETTY PODCASTS's website/portfolio for PRETTY PODCASTS's promotional use, although you reserve the absolute right to require the removal of your company name on our website.

Technical support and consultation is only provided to paying account holders and is available as per the terms of your account.

You understand that PRETTY PODCASTS uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run and manage the service.

You acknowledge, understand and agree that PRETTY PODCASTS cannot guarantee the security of your data while it is being transmitted over the Internet and through servers that are out of our control.

You must not modify, adapt or hack the service or modify another website so as to falsely imply that it is associated, linked to, or partnered with PRETTY PODCASTS.

Verbal, physical, written or other abuse of any PRETTY PODCASTS customer, employee, member, or officer will result in immediate account termination and legal action.

You agree to defend, indemnify, and hold harmless PRETTY PODCASTS its officers, directors, employees and its agents from and against any claims, actions or demands, including without limitation reasonable legal and

accounting fees, made by any third party due to or resulting from your use of the service or your violation of this Terms of Service.

PRETTY PODCASTS respects the privacy of its clients and the confidentiality of the information that you provide to PRETTY PODCASTS in connection with the services provided by PRETTY PODCASTS, such as email addresses of your customers. PRETTY PODCASTS will never disclose or sell such information to any third party without your permission subject to any disclosures required by law or a properly issued subpoena.

You agree to receive administrative and legal notices about the service electronically via email, text, or standard mail.

The failure of PRETTY PODCASTS to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and PRETTY PODCASTS and govern your use of the service, superseding any prior agreements between you and PRETTY PODCASTS (including, but not limited to, any prior versions of the Terms of Service).

#### **PAYMENT TERMS:**

A valid credit card or bank transfer is required for all accounts. We do not accept cash payments.

The service is billed in advance on a weekly or monthly fashion. All payments need to be paid one week prior to the Podcast release date.

Podcasts paid a Month in advance will be eligible for a 5% discount. This discount is at the liberty of PRETTY PODCASTS

PRETTY PODCASTS have the right to withhold production if payment is not made.

Refunds are available after your purchase by exception only and must be requested via email.

PRETTY PODCASTS reserves the right to terminate or suspend an account or service for non-payment of any unpaid fees.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties.

PRETTY PODCASTS reserves the right to change service fees upon 30 days notice. Such notice may be provided at any time notifying you through email.

All payments of subscriptions to hosts and/or websites are to be made by you. PRETTY PODCASTS services are limited to Podcast Production only, unless otherwise agreed.

#### **CONTENT RESPONSIBILITY:**

PRETTY PODCASTS is not responsible for the sourcing of Podcast guests. The “Guest Connection Package” package provides a service in which PRETTY PODCASTS will connect potential guests to an online calendar and book them in for recording sessions with you. PRETTY PODCASTS must be provided with a sufficient guest list and contact details to book guests.

PRETTY PODCASTS does not accept responsibility if a guest or host cancels resulting in a delay in release schedule. Responsibility of a quality completed .raw recorded content being given to PRETTY PODCASTS in the correct timeframe rests solely on you.

You are responsible for all content (including email, social media, show note and website content) that is published and/or sent on your behalf that occurs under your account and under other accounts that are created on PRETTY PODCASTS.

#### **PUBLISHING TERMS:**

PRETTY PODCASTS has the right to withhold production of Podcast if payment is not made within the agreed timeframe.

PRETTY PODCASTS requires audio content to be provided to PRETTY PODCASTS at least 48 hours prior to the release schedule. Any recording upload outside of this timeframe will be edited at PRETTY PODCASTS discretion. PRETTY PODCASTS does not claim responsibility for delays in release schedules.

You are responsible for all audio and written content presented in your Podcast (including music licencing, audio quality, introductions (weather conducted by PRETTY PODCASTS or not) Podcast body and or snippets that is published to any media host.

PRETTY PODCASTS can provide final draft show notes for your Podcast. It is required that all written material is approved by you\* prior to publishing. Upon request PRETTY PODCASTS can published un-approved material but does not hold responsibility for the released contents.

*\*Or previously agreed member of team.*

#### **INTELLECTUAL PROPERTY:**

Any content created by PRETTY PODCASTS and delivered to you is owned by you and considered “work for hire”.

PRETTY PODCASTS claims no intellectual property rights over the material you provide to the service.

PRETTY PODCASTS does not retain any of the original source material from its customers. All source files are removed from our systems within 2 weeks after a podcast episode is completed and either returned to customers or published to their sites. Original source files may persist on shared cloud storage drives like Dropbox but never locally on our computers for more than one month and are deleted entirely at the earliest possible time after a podcast episode is completed and approved by our customers.

You are responsible for all cloud and hard-drive storage and back-up of your episode content. PRETTY PODCASTS does not store nor is liable for data storage.

#### **ACCOUNT TERMS:**

You must be 18 years or older to engage PRETTY PODCASTS

You must provide a valid email address and any other information requested in order to complete the signup process and/or continued use of PRETTY PODCASTS. You further agree to timely update such information as such information changes.

PRETTY PODCASTS reserves the right to terminate your use of the services upon the discovery that the information you provided is not complete or accurate.

You may not use PRETTY PODCASTS for any illegal or unauthorized purpose. You must not, in the use of the service, violate any laws in your jurisdiction (including but not limited to copyright, spam, or trademark laws).

You are responsible for complying with all applicable local, state, national and foreign laws relating to your use of the service. You may not violate any applicable law or regulation; post or transmit any materials that violate any applicable local law; or use the service for any fraudulent or inappropriate purpose.

You may not use any robot, spider, other automated device, or manual process to monitor or copy any content from PRETTY PODCASTS.

You may not resell, duplicate or reproduce or exploit any part of the service without the written permission of PRETTY PODCASTS.

PRETTY PODCASTS may modify, suspend or discontinue this service at any time, for any reason, at its sole discretion. PRETTY PODCASTS reserves the right to refuse service to anyone for any reason at any time.

PRETTY PODCASTS claims no ownership, responsibility or intellectual property rights over any of the content or materials you provide to PRETTY PODCASTS

#### **WARRANTY & LIABILITY:**

PRETTY PODCASTS does not warrant that:

- the service will meet your requirements or expectations.
- the service will be uninterrupted, timely, secure, bug or error-free.
- any errors or bugs in the service will be corrected.

You expressly understand and agree that PRETTY PODCASTS shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if PRETTY PODCASTS has been advised of the possibility of such damages), resulting from your usage of the service.

#### **CANCELLATION & TERMINATION:**

You are solely responsible for properly cancelling your account. You may cancel your PRETTY PODCASTS services at any time by contacting us by email. You will no longer be charged after your current term is completed.

There is no cancellation fee.

There will be no refund if you cancel the service before the end of your current, paid-up week or month, and you will not be charged or billed thereafter.

You need to give 14 day notice before the end of your monthly term.

#### **CHANGES TO THESE TERMS:**

Should the Terms of Service of PRETTY PODCASTS products or services change we will provide you written notice via email at least 30 days before any changes would occur.

If you have any questions regarding this Terms of Service or if you wish to discuss the terms of service contained herein please contact **Amelia Rees** on **[info@pretypodcasts.com](mailto:info@pretypodcasts.com)**