

## Liberated Syndication Terms and Conditions of Use For Mylibsyn Subscription Services

<http://libsyn.com/legal/mylibsyntos>

<http://libsynpro.com/legal/mylibsyntos>

### Mylibsyn Subscription Terms of Service

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE MYLIBSYN SUBSCRIPTION SERVICES. TO AGREE TO THESE TERMS, CLICK or CHECK "AGREE" IN THE ACCOUNT AND/OR SUBSCRIPTION SET UP PROCESS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CLICK "AGREE," AND DO NOT USE THE SERVICE. YOU ACKNOWLEDGE THAT BY USE OF THE SERVICE, YOU AGREE TO ABIDE BY AND THEREFORE ARE BOUND BY THESE TERMS.

#### I. MYLIBSYN SUBSCRIPTION TERMS OF SALE

##### PAYMENTS, TAXES, AND REFUND POLICY

The Mylibsyn Subscription Service ("Service") accepts these forms of payment: PayPal and credit cards issued by American Express, Visa, Mastercard and Discover. Billing occurs at the time of or shortly after your transaction. When making purchases, the PayPal or credit card account that you designate during the registration process is charged for the entire balance of the purchase. Charges will show on your statement as Webmayhem, Inc.

You agree that you will pay for all subscription products ("Product" or "Products") you purchase through the Service, and that Liberated Syndication ("Libsyn") may charge your PayPal or credit card account for any Products purchased and for any additional amounts (including any taxes and late fees, as applicable) that may be accrued by or in connection with your Account. YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING LIBSYN WITH A VALID CREDIT CARD OR PAYPAL ACCOUNT FOR PAYMENT OF ALL FEES. All fees will be billed to the payment method you designate during the registration process. If you want to designate a payment method or if there is a change in your credit card or PayPal account, you must change your information online in the Account Information section of Mylibsyn (my.libsyn.com); this may temporarily disrupt your access to the Service while Libsyn verifies your new payment information.

The price shown at time of subscription purchase will be the price of the Products only. Any applicable sales tax will be added to the price of the Product; such sales tax is

based on the bill-to address and the sales tax rate in effect at the time you purchase the Products. We will charge tax only in states where digital goods are taxable.

All sales and subscriptions or rentals of products are final.

Prices for Products offered via the Service may change at any time, and the Service does not provide price protection or refunds in the event of a price reduction or promotional offering.

If a product becomes unavailable following a transaction, your sole remedy is a refund. If technical problems prevent or unreasonably delay delivery of your product, your exclusive and sole remedy is either replacement or refund of the price paid, as determined by Libsyn.

## ELECTRONIC CONTRACTING

Your use of the Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain third party hardware and software, which are your sole responsibility.

Libsyn is not responsible for typographic errors.

## II. MYLIBSYN SUBSCRIPTION TERMS AND CONDITIONS

Review the terms and conditions for use of Libsyn's services and product offerings. These Terms and Conditions of Service ("Terms of Service") apply to offerings ("Service") delivered via the Libsyn websites located at [www.libsyn.com](http://www.libsyn.com), and [www.libsynpro.com](http://www.libsynpro.com) and all associated sites linked to these by Libsyn, its subsidiaries and affiliates, including Libsyn sites around the world (collectively, "Site"). The Site is the property of Webmayhem, Inc. doing business as Liberated Syndication and as Libsyn and its licensors. Webmayhem, Inc. is a wholly owned subsidiary of FAB Universal Corp.

**These Terms of Service are a legally binding Agreement between you and Libsyn, governing the use of the Service. By use of the Site, you agree to abide by and are therefore bound by the Terms, together with all updates, additional terms, distribution licenses and all of Libsyn's rules and policies that collectively**

**constitute the Agreement. If you do not agree to these Terms or do not have full power and authority to enter into this Agreement, do not use the Site or Service**

## MYLIBSYN SUBSCRIPTION SERVICE

Libsyn is the provider of the Mylibsyn Subscription Service, which permits you to purchase or rent digital content ("Subscriptions") for individual, end user use only under the terms and conditions set forth in this Agreement.

## REQUIREMENTS FOR USE OF THE MYLIBSYN SERVICE

Mylibsyn Service is available for individuals aged 13 years or older. If you are 13 or older but under the age of 18, you should review this Agreement with your parent or guardian to make sure that you and your parent or guardian understand it.

Use of the Mylibsyn Service requires compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. High-speed Internet access is strongly recommended for regular use and is required for video. The latest version of required software is recommended to access the Mylibsyn Service and may be required for certain transactions or features. You agree that meeting these requirements, which may change from time to time, is your responsibility. The Mylibsyn Service is not part of any other product or offering, and no purchase or obtaining of any other product shall be construed to represent or guarantee you access to the Mylibsyn Service.

## YOUR ACCOUNT

To utilize the Mylibsyn Service, you must register and create an account ("Account"). Accounts are intended for use by individuals and each individual must register for their own account. You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Libsyn immediately of any unauthorized use of your account or password, or any other breach of security. However, you may be held liable for losses incurred by Libsyn or any other user of or visitor to the Site due to someone else using your user ID, password or account.

You may not use anyone else's user ID, password or account at any time without the express permission and consent of the holder of that user ID, password or account. Libsyn will not be liable for any loss or damage arising from your failure to comply with these obligations or the use of your account by any user.

Your account may be suspended or access to the Site blocked by Libsyn at any time, in its sole discretion and without prior notice for reasons including but not limited to failure to pay for service, violation of these Terms, compliance with law enforcement requests, copyright infringement, or issues pertaining to violation of third party distribution terms and conditions.

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For more information, please contact [consumer@libsynsupport.com](mailto:consumer@libsynsupport.com).

You agree to provide current, accurate contact and credit card information for billing purposes and keeping it up to date at all times. Libsyn is not responsible for any service interruptions that may result from your contact or payment information being out of date, in error or otherwise invalid. Additionally, you agree to pay for all charges for Service accrued due to invalid or out of date contact or payment information. Libsyn is PCI Security Standard compliant. You acknowledge that your account information is maintained by a third party merchant for use in billing fees to your account.

#### SERVICE FEATURES AND CONTENT AVAILABILITY

Libsyn reserves the right to change content options (including eligibility for particular features) without notice.

#### USE OF PURCHASED, RENTED OR SUBSCRIBED CONTENT

You agree that the Mylibsyn Service may include security technology that limits your use of Products and that, whether or not Products are limited by security technology, you shall use Products in compliance with the applicable usage rules established by Libsyn and its licensors ("Use"), and that any other use of the Products may constitute a copyright infringement. Any security technology is an inseparable part of the Products. Libsyn reserves the right to modify Use at any time. You agree not to violate, circumvent, reverse-engineer, decompile, disassemble, or otherwise tamper with any of the security technology related to such Use for any reason—or to attempt or assist another person to do so. Use may be controlled and monitored by Libsyn for compliance purposes, and Libsyn reserves the right to enforce the Use without notice to you. You agree not to access the Mylibsyn Service by any means other than through software, apps or portals that are provided by Libsyn for accessing the Service. You shall not access or attempt to access an Account that you are not authorized to access. You shall not provide another person access to or Use of your Account for the purpose of circumventing security technology. You agree not to modify the software in any manner or form, or to use modified versions of the software, for any purposes including obtaining unauthorized access to the Service. Violations of system or network security may result in civil or criminal liability.

## USE OF SERVICE AND CONTENT

(i) You shall be authorized to use Mylibsyn Products and access Content only for personal, noncommercial use unless specifically authorized to do so in writing. Use of the Service is for individual Account holders.

(ii) You shall be authorized to use Products and access Content across an unlimited number of supported devices or portals except as limited by the stipulations listed above in Your Account and below in Account Subscriptions.

(iii) You may be provided with limited access to download certain content or bonus materials and Content as a feature of the Service on supported devices or portals. You are authorized to access and use this content and material only under the terms of the Products purchased and as outlined in this Agreement.

(iv) Per Account, Mylibsyn Service includes functionality that allows you unlimited access to content on a subscription basis ("Subscriptions"). Paid Subscriptions are non-refundable. Subscriptions will automatically renew for the applicable time period you have selected, and, where applicable, your Account will be charged within 24-hours of the expiration of the current Subscription. You may cancel your subscription(s) at any time by logging into [my.libsyn.com](http://my.libsyn.com). Cancellation is effective immediately. Libsyn does not provide refunds for any partial-subscription periods or content/material that has not been accessed.

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## OBJECTIONABLE MATERIAL AND CONTENT

You understand that by using the Service, you may encounter material that you may deem to be offensive, indecent, or objectionable, and that such content may or may not be identified as having explicit material. Nevertheless, you agree to use the Service at your sole risk and Libsyn shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. Product and Content descriptions are provided for convenience, and you agree that Libsyn does not guarantee their accuracy.

## INTELLECTUAL PROPERTY

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## TERMINATION

If you fail, or Libsyn suspects that you have failed, to comply with any of the provisions of this Agreement, Libsyn, at its sole discretion, without notice to you may: (i) terminate this Agreement and/or your Account, and you will remain liable for all amounts due under your Account up to and including the date of termination; and/or (ii) terminate the license to the software; and/or (iii) preclude access to the Service (or any part thereof).

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#### INDEMNITY

You agree to indemnify and hold Libsyn, its Officers, Directors, Shareholders, Predecessors, Successors in interest, Employees, Agents, Subsidiaries and Affiliates,



harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Libsyn by any third party due to or arising out of or in connection with your breach of this Agreement, your Use of the Service or any action taken by Libsyn under the Terms of this Agreement, including, but not limited to, Your Account, Use or the Content.

## CHANGES

Libsyn reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of the Service. Such modifications and additional terms and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the Service will be deemed acceptance thereof.

## MISCELLANEOUS

This Agreement constitutes the entire agreement between you and Libsyn and governs your use of the Service, superseding any prior agreements between you and Libsyn. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, or third-party software. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Libsyn's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such or any other provision. Libsyn will not be responsible for failures to fulfill any obligations due to causes beyond its control.

The Service is operated by Libsyn from its offices in the United States. You agree to comply with all local, state, federal, and national laws, statutes, ordinances, and regulations that apply to your use of the Service. All transactions on the Service are governed by Pennsylvania law, without giving effect to its conflict of law provisions. Your use of the Service may also be subject to other laws. You expressly agree that exclusive jurisdiction for any claim or dispute with Libsyn or relating in any way to your use of the Service resides in the courts in the Commonwealth of Pennsylvania.

Libsyn may notify you with respect to the Service by sending an email message to your Account email address or by a posting on the Service. Notices shall become effective immediately.

Libsyn reserves the right to take steps Libsyn believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement. You agree that Libsyn has the right, without liability to you, to disclose any Registration Data and/or Account information to law enforcement authorities, government officials, and/or a third party, as Libsyn believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of this Agreement (including but not limited to Libsyn's right to cooperate with any legal process relating to your use of the Service

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Effective Date: April 1, 2017