

Podcast Publisher Terms

Samsung Electronics Co., Ltd., a company existing under the laws of the Republic of Korea, with its business place at 129, Samsung-ro, Yeongtong-gu, Suwon-si, Gyeonggi-do, 16677, the Republic of Korea (“**Samsung**,” “**we**,” or “**us**”) is providing several platforms which include without limitation Samsung Free, and any other Samsung customized or developed applications that can support the distribution of podcasts (the “**Podcast Platforms**”) whereby you, a podcast distributor or producer (each a “**Publisher**” or “**you**”) are able to submit Content (defined below) for distribution by you through the Podcast Platforms. THESE PODCAST PUBLISHER TERMS TOGETHER WITH THE ADVERTISEMENT POLICY (THE “**AGREEMENT**”) ARE A BINDING LEGAL CONTRACT BETWEEN YOU AND SAMSUNG STATING THE TERMS THAT GOVERN YOUR PARTICIPATION AS A PUBLISHER OF CONTENT IN THE PODCAST PLATFORMS. BY CLICKING TO ACCEPT/I AGREE/CONTINUE OR IN ANY WAY AGREEING TO THE TERMS, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU ARE A RESIDENT OF EUROPE (AS DEFINED BELOW), THIS AGREEMENT DOES NOT AFFECT ANY STATUTORY RIGHTS YOU MAY HAVE AS A CONSUMER IN YOUR JURISDICTION, TO THE EXTENT SUCH RIGHTS ARE APPLICABLE WITH RESPECT TO THE PURPOSE OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, DO NOT SUBMIT YOUR PODCAST TO THE PODCAST PLATFORMS.

1. Definitions.

In this Agreement:

Affiliates means any entity controlling, controlled by or under common control with Samsung hereto, where “control” means the direct or indirect ownership of more than fifty percent (50%) of such entity’s capital or equivalent voting rights;

Advertisement Policy means Samsung’s advertisement policy and specifications applied by Samsung with respect to the delivery of advertisements in connection with Content in the Podcast Platforms (including by Publishers), as may be revised by Samsung from time to time, the current version of which is available in Exhibit A;

Applicable Law means the laws of the country where you are resident, as further specified in Section 17;

Content means the Publisher Podcast and Related Content;

Distribute or Distribution means to submit, upload, share, post, publish, transmit, or otherwise make available Content via the Podcast Platforms;

Europe means the European Economic Area, Switzerland and the United Kingdom;

Podcast means a digital audio file consisting primarily of the spoken word that is comprised of a single or series of episodes intended to be made available to end users by streaming or downloading;

Publisher Podcast means the Podcast submitted by the Publisher for inclusion in the Podcast Platforms for the purposes of streaming or downloading via Podcast Platforms to end users;

Related Content means any content other than but relating to the Podcast including, but not limited to, any art, playlists, metadata, artwork, images, music, text, photographs, advertisement, videos or other material submitted by the Publisher for inclusion in the Podcast Platforms along with the Podcast;

RSS Feed means a rich site summary web feed that is often used to publish regularly updated content.

2. Relationship with Samsung. Neither Publisher nor Samsung is a partner, an agent or has any authority to bind the other or to incur any obligation or liability on behalf of the other. You agree that the relationship between you and us is that of independent contractors and you agree not to represent otherwise. Unless you are an age of majority in your jurisdiction, you are not permitted to enter into this Agreement.
3. Publisher Benefits. As a Publisher of Content for the Podcast Platforms, you have the opportunity to publish your Podcast within the Podcast Platforms. As part of your participation as a Publisher, Samsung may provide you with optimization suggestions, certification support or pre-launch validation. These suggestions and support do not constitute professional, legal or any other advice. Samsung may change, suspend or discontinue providing such support to you at any time. You are solely responsible for all fees and costs associated with your participation as a Publisher under this Agreement.
4. Account Management. In order to Distribute your Content via the Podcast Platforms, you must create a user account by providing information about yourself (“Registration Data”). You agree to provide accurate, current, and complete Registration Data and to update your Registration Data as required. You shall keep your username, password and any other log-in details private and confidential and will not share them with third parties. You shall be responsible for all acts, omissions that are undertaken and Content that is submitted through your user account. If you have any reason to believe your account has been used without your permission, you shall promptly notify Samsung. By creating an account with the Podcast Platforms, you represent and warrant that you have the right to use this account and to submit, publish and manage any Content that you Distribute using the Podcast Platforms. If you are opening an account on behalf of a company, entity or organization then you represent and warrant that you are an authorized representative of that entity with the authority to bind the entity to the terms of this Agreement. Samsung may deny you access to your account if it believes acting in good faith that you may be in breach of this Agreement, including this Section 4.

5. Content Delivery. You shall provide the RSS Feed for any Content you wish to Distribute along with any required descriptive metadata, including but not limited to content tags. Any submission of Content to be Distributed through the Podcast Platforms must comply with the technical specifications provided at <https://cmsweb.glob.samsungcast.com/support>.
6. The Podcast Platforms are podcasting directories. As such they enable Publishers to submit Content to be made available on the Podcast Platforms that, in turn, enable podcast listening apps or services to find podcasts and enable playback. The Podcast Platforms direct listeners to the RSS Feed and audio files that you have posted on your own sites or elsewhere. The Podcast Platforms do not store your RSS Feed or audio files. Publisher acknowledges that Samsung has no obligation to but has the right to monitor Content prior to the Publisher making it available and to refuse permission for such Content to be made available. Samsung shall also have the right to the fullest extent permitted by the Applicable Law to remove Content you have uploaded to the Podcast Platforms at any time for any reason. If required in your jurisdiction, Samsung will provide reasonable notice and explanation of the reasons for the Content removal. Samsung and/or its licensors may index, categorize and display Content as they consider appropriate in their sole discretion. Samsung provides no guarantees as to the availability or technical functioning of the Podcast Platforms. Samsung and its licensors reserve the right to the fullest extent permitted by law to discontinue any of the Podcast Platforms, in whole or in part, at any time by providing notice for any reason, and, to the fullest extent permitted by Applicable Law, in no event shall Samsung be liable for any claims, costs or damages caused by or arising out of such actions. The preceding sentence does not exclude or limit any statutory rights or remedies you may have under Applicable Law in Europe. You are entitled to remove your Content from the Podcast Platforms at any time in your sole discretion by following the instructions in your account settings.
7. Advertising. You are entitled to incorporate advertisements into your Podcast provided such advertisements comply with the Advertisement Policy and are clearly identifiable to the end users as advertisements and separated from the editorial content. You shall keep 100% of any revenue generated from any advertisement incorporated into your Podcast. You agree and acknowledge that Samsung will have the right (but not the obligation) to serve advertisements within pages of the Podcast Platforms where end users will be able to browse and select available Content for playback and other general information pages of the Podcast Platforms. Samsung will not insert audio advertisements into your Content unless you give us express permission to do so. For the avoidance of doubt, you shall not be entitled to any revenue, royalties or any other compensation in connection with the display by Samsung of advertisements within the Podcast Platforms or in connection with the distribution of your Content pursuant to this Agreement and Samsung shall keep 100% of any revenue generated from any advertisement served by Samsung on any pages of the Podcast Platforms.
8. Your Podcast and Content. As a Publisher, you will only Distribute Content in connection with the Podcast Platforms that you have the right and authority to Distribute and for which you have the right and authority to grant to Samsung all of the licenses and rights set forth in this Agreement. You represent and warrant that: (a) you have read and understand the terms of this Agreement and agree to comply with them; (b) you have the right and authority to enter this Agreement; (c) the Content shall only include Podcasts, Related Content and advertisements inserted in accordance with Section 7; (d) you will not impersonate or misrepresent your affiliation with another user, person, or entity in relation to the Content; (e) you own or control all rights to the Content, or have the authority to act on behalf of such rights holders; (f) the availability of the Content on the Podcast Platforms pursuant to this license will not infringe or otherwise violate any third party rights, including but not limited to any privacy, publicity, contract, intellectual property or proprietary rights; (g) all so-called moral rights in the Content have been waived or the owner of such rights has consented to those rights not being upheld or enforced to the full extent allowed by law; (h) Samsung or its Affiliates shall have no obligation to pay any additional licensing or fees to any third party for the use of the Content, including any fees related to master recording licenses; record label clearances; collecting society clearances publishing synchronization rights as applicable including but not limited to any and all applicable performing rights royalties or fees arising from any public performance, communication to the public, making available of any music or other work included in the Podcast resulting from your Distribution of Content in accordance with this Agreement and any such amounts, if due, will be paid by you and the rights appropriately cleared by you; (i) the inclusion of the Content in the Podcast Platforms shall not violate any territorial licensing restrictions; (j) you have permission to use the name, voice and likeness of identifiable individuals contained within the Content; and (k) you will not interfere with the technical functioning of the Podcast Platforms, nor will you use any data mining, robots, or similar data gathering and extraction tools.
9. Prohibited Content: You agree that you will not Distribute any Content, that: (a) is fraudulent false or misleading; (b) is illegal or intended to promote or commit an illegal act, offensive, defamatory, or advocates or incites violence; (c) is defamatory, derogatory, degrading, harassing or bullying of another or constitutes a personal attack; (d) invades another's privacy; (e) copies or transmits another's confidential, sensitive or personal information; (f) promotes bigotry, racism, hatred or harm against any group or individual; (g) is obscene, pornographic or blasphemous; (h) violates or infringes or promotes the violation or infringement of another's rights, including intellectual property rights; (i) contains any software viruses, Trojan horses, worms, or any other computer code, files or programs designed to interrupt, limit or destroy the functionality of any computer software, hardware or telecommunications system; (j) violates or promotes the violation of the Applicable Law or regulations or the

Advertisement Policy; (k) infringes any consumer protection or data privacy laws and (l) uses automated means to artificially promote content (the “**Prohibited Content**”). Samsung reserves the right to modify, suspend, remove or disable your access to the Podcast Platforms or remove Content from the Podcast Platforms in its sole discretion if Samsung believes acting in good faith that any Content may include Prohibited Content or in the event of a claim that any Content contains Prohibited Content.

10. Rights Granted. By Distributing Content, you grant Samsung and its Affiliates a worldwide, royalty-free, sub-licensable and non-exclusive license to (a) use and exploit the Content as reasonably necessary to enable end users of the Podcast Platforms to access the Content in any and all media (including in relation to Podcasts with deleted RSS Feeds or Content which has been previously downloaded by end users); (b) analyse, extract and process any metadata (including to cache any show or episode’s artwork and metadata) from the Podcast as necessary to facilitate its availability via the Podcast Platforms; and (c) create algorithms based on the Content and usage data collected about the Content for internal research, development and to improve and optimize the Podcast Platforms and related services and products. You also grant to Samsung a non-exclusive, royalty-free, worldwide license to use the Content along with the Podcast’s name, description, episode titles, trademarks and designs, to market and promote the Podcast and its availability on the Podcast Platforms. Notwithstanding the foregoing, Samsung will only modify your Content to (i) make it available on the Podcast Platforms and (ii) create a short preview of the Content to allow end users of the Podcast Platforms to easily select the Content they would like to hear.
11. Intellectual Property Rights. Except as granted above in Section 10, you retain all right, title and interest in your Content including all associated intellectual property rights. This Agreement does not grant Samsung any ownership interest in or to the Content. Similarly, you acknowledge that the Podcast Platforms, with the exception of your Content, is proprietary to Samsung and its licensors, and may be protected under applicable copyright, patent, trademark and trade secret laws. You further acknowledge and agree that, as between you and Samsung, Samsung owns and shall continue to own all right, title and interest in and to the Podcast Platforms, including all associated intellectual property rights under the above referenced Applicable Law in this Section. This Agreement does not grant you any ownership interest in or to the Podcast Platforms, and you are granted only a limited license to use the Podcast Platforms in accordance with this Agreement, which is revocable by us in accordance with the terms of this Agreement.
12. Takedowns. Should you lose your rights to the Content or your rights to the Content become the subject of a dispute, you must remove the Content in question from the Podcast Platforms immediately. Samsung is entitled to but shall not be obliged to monitor or review Content after such content is made available on the Podcast Platforms. If we are notified or otherwise become aware that Content may constitute Prohibited Content, may damage the reputation of Samsung or its Affiliates, may violate the terms of this Agreement or otherwise may create liability for us, or if Samsung is instructed to take such action by a competent legal authority, we are entitled to remove or restrict access to your Content from the Podcast Platforms at any time. Samsung may take these actions without notification to you or any third party and without any liability to you for such removal. If Samsung receives a notice or claim of ownership, copyright or other rights from a third party in connection with any material contained within Content, we may but have no obligation to notify you of such claim and, if you dispute the third party notice or claim, you will (if requested by Samsung) provide any information reasonably requested and will participate in a procedure to resolve the dispute. However, you acknowledge that Samsung shall have no obligation to facilitate any dispute resolution. Samsung may prevent Publishers that repeatedly Distribute infringing Content from continuing to Distribute Content via the Podcast Platforms as stipulated in this Section. For the avoidance of doubt, Samsung shall have no liability to the Publisher if the Content is removed pursuant to this Section 12 or pursuant to Sections 6 and 9.
13. Indemnity. To the extent not prohibited by Applicable Law, you hereby indemnify and will hold harmless Samsung, its Affiliates and its respective employees, officers, directors, agents, representatives, licensors, suppliers, and agencies, from and against any and all claims, liabilities, damages, losses, obligations, costs or expenses, including reasonable attorneys’ fees and costs, due to or arising out of Content that you Distribute, your violation of this Agreement or your violation or infringement of any third party rights, including intellectual property rights. This indemnification survives the termination of this Agreement.
14. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL SAMSUNG OR ITS LICENSORS BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, NOR ANY DAMAGES RESULTING FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT, MISREPRESENTATION, OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SAMSUNG OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY LOSS, MISUSE, OR UNAUTHORIZED DISCLOSURE OF DATA OR ANY BREACH OF SECURITY ASSOCIATED WITH ANY CONTENT PROVIDED IN WHOLE OR IN PART BY YOU, REGARDLESS OF THE FORM OF ACTION OR BASIS OF ANY CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES REFERRED TO ABOVE (INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES). ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR IN RELATION TO THE PODCAST PLATFORMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE, OR IT SHALL BE FOREVER BARRED.

15. Disclaimer. YOU AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE PODCAST PLATFORMS IS AT YOUR OWN RISK. TO THE EXTENT NOT PROHIBITED BY LAW, THE PODCAST PLATFORMS ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT WITH RESPECT TO THE REPRESENTATIONS AND WARRANTIES PROVIDED HEREUNDER, SAMSUNG MAKES NO REPRESENTATIONS OR WARRANTIES OR GUARANTEES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, REGARDING THE PODCAST PLATFORMS, AND SPECIFICALLY DISCLAIM ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, TO THE EXTENT NOT PROHIBITED BY LAW, SAMSUNG ASSUMES NO LIABILITY WITH RESPECT TO (I) ANY UNAUTHORIZED ACCESS TO OR USE OF THE PODCAST PLATFORMS, (II) ANY ERROR, BUGS, VIRUSES, OR ANY INTERRUPTION OF THE PODCAST PLATFORMS, OR FOR (III) THE NON-AVAILABILITY OF THE CONTENT ON THE PODCAST PLATFORMS OR (IV) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE PODCAST PLATFORMS. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION AS PROVIDED ABOVE AND AS A RESULT ALL OR PART OF THIS SECTION MAY NOT APPLY TO YOU.
16. Term and Termination. Either party may terminate this Agreement at any time in its sole discretion in accordance with this section. You may terminate your participation as a Publisher under this Agreement at any time, for any reason, by removing your Content from the Podcast Platforms. Samsung may terminate this Agreement if it ceases to offer the Podcast Platforms in your country, or if continued operation of the Podcasts Platforms is no longer possible due to a change in the applicable Law (in which case Samsung shall provide you reasonable notice in advance of doing so). Samsung may also terminate this Agreement or suspend your access to the Podcast Platforms if you breach the terms of this Agreement. Upon notification by us of such termination for breach, you will have the right to dispute such termination or suspension by contacting podcast.sec@samsung.com within 30 days from your receipt of such a notice. After review of your request, Samsung may or may not reinstate your right to use the Podcast Platforms. This section will be enforced to the extent applicable and/or permissible under Applicable Law in your jurisdiction. Upon termination of this Agreement, Samsung will cease to allow access to your Content via the Podcast Platforms within a reasonable time. However, you acknowledge that end users of the Podcast Platforms who have previously downloaded such deleted Content may still have access to such Content. Following termination of this Agreement, Sections 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 shall continue to bind the parties.
17. Applicable Law. Dispute Resolution. This Agreement will be governed and construed under the laws of the jurisdiction where you are a resident, without regard to its conflict or choice of law provisions (and any disputes arising from this Agreement shall be resolved in the courts of the same jurisdiction. Notwithstanding the foregoing, Samsung may apply for injunctive remedies (or an equivalent type of urgent legal relief) in Seoul, Korea. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, YOU AGREE THAT YOU WILL NOT FILE A CLASS ACTION OR PARTICIPATE IN A CLASS ACTION AGAINST US.
18. Waiver. No delay or failure to take action under this Agreement will constitute a waiver unless expressly waived in writing, signed by a duly authorized representative of the party, and no single waiver will constitute a continuing or subsequent waiver.
19. Assignment. This Agreement will bind your successors but may not be assigned, in whole or in part, by you without the written approval of an authorized representative of Samsung.
20. Severability. If any provision is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
21. Entire Agreement. This Agreement (including the Advertisement Policy) constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter.
22. Third Party Rights. The provisions of this Agreement are personal to Samsung and Publisher and are not intended to confer any rights of enforcement on any third party other than Samsung Affiliates to the extent provided in this Agreement.
23. Modification. Samsung reserves the right to review, modify or revise the terms of this Agreement in its sole discretion at any time and for whatever reason, including but not limited to ensuring compliance with any changes in law or to reflect any modifications to the Podcast Platforms itself. If required by Applicable Law, any changes will be notified to you within reasonable time. If you access or use the Podcast Platforms in any way after receipt of such notice, you will be deemed to have unconditionally consented and agreed to such changes. If you do not agree to such change, you may terminate this Agreement following the terms set forth in Section 16.
24. Translation of this Agreement. You acknowledge and agree that any translation of this Agreement in a language other than English is provided for your convenience only. To the extent not prohibited by law, the English language version of this Agreement governs in the event of any contradiction between a translation and the English language version of this Agreement.

EXHIBIT A

ADVERTISEMENT POLICY

You shall comply with all Applicable Law and all industry practices in connection with the sale and publication of advertising on and within the Content for the jurisdictions in which the Content shall be made available.

You shall not run (or permit any third party to run) any advertising, marketing or promotional content on or within the Content that specifically targets a Samsung device user.

No advertising shall be misleading or dishonest.

No advertising shall include surreptitious or subliminal messages.

Dishonest or misleading.

No advertising published on or within the Content shall promote or contain any of the following types of content:

- Illegal activity, including (i) any form of illegal activity or the promotion thereof (*e.g.*, how to build a bomb, stealing, robbing, hacking, freaking, software piracy), (ii) any type of illegal substance, or (iii) any website containing illegal, false or deceptive investment advice or money-making opportunity.
- Violence, including (i) obscene or vulgar language (*e.g.*, excessive swearing), (ii) assault or rape, (iii) injury to human beings or animals, (iv) blood or dismemberment of human beings or animals, (v) torture or killing of human beings or animals, or (vi) bullying.
- Obscene or sexual material, including (i) nudity (*e.g.*, exposed breasts, visible genitalia, exposed buttocks), (ii) obscured or implied sexual acts, (iii) explicit sexual language, (iv) explicit sexual acts, or (v) visible sexual touching.
- Content promoting violence or advocating against a particular group, including groups identified by their (i) race or ethnic origin, (ii) religion, (iii) color, (iv) national origin, (v) disability, (vi) age, (vii) veteran status, or (viii) sexual orientation or gender identity.
- Drugs and drug paraphernalia, including (i) illegal drugs, (ii) drug accessories, and (iii) herbal drugs (*e.g.*, salvia and “magic mushrooms”).
- Tobacco or tobacco-related products.
- Firearms, including (i) guns, (ii) ammunition, and (iii) fireworks.
- Gambling.
- Any advertising that is directly aimed at minors.