

## Podcast Publisher Terms

**Effective Date: January 1, 2021**

Samsung Electronics America, Inc. (“**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 for distribution through the Podcast Platforms. THESE PODCAST PUBLISHER TERMS TOGETHER WITH THE PRIVACY POLICY AND 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 “I AGREE” YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, **INCLUDING THE ARBITRATION PROVISION IN SECTION 15, BELOW**. 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 including all legal entities, companies, corporations, firms, partnerships or other entities that are controlled by Samsung.

**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;

**Content** means Podcast and Related Content;

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

**Podcast** means a digital audio file available for download over the Internet and comprised of a single or series of episodes or installments and to be made available to end users for download or streaming through the Podcast Platforms;

**Related Content** means any content other than 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;

**Privacy Policy** means Samsung’s privacy policy, which explains and governs Samsung’s use of personal data and how we ensure privacy, as may be revised by Samsung from time to time, the current version of which is available at <https://www.samsung.com/us/account/privacy-policy/>; and

**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. You also certify that you are of the legal age of majority in the jurisdiction in which you reside (at least 18 years of age in many countries) and you represent that you are legally permitted to be bound by this Agreement. In any case, you certify that you are over the age of 13. This Agreement is void where prohibited by law.

3. Account Management. In order to Distribute your Content within 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 and Content that is submitted and otherwise undertaken through your user account. 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. When creating an account, you shall not assume as your true personal, legal, artistic or corporate identity (“**Publisher Identity**”) the name of another company, business or individual which you are not authorized to use or for the purpose of impersonation.

4. Content Delivery. You shall provide the RSS Feed for any Podcast 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.glb.samsungcast.com/support>. You are solely responsible for all fees and costs associated with your participation as a Publisher under this Agreement.

5. Podcast Platform. The Podcast Platforms enables Publishers to submit Content which Samsung will decide, in its sole discretion, whether to distribute and make available to end users of the Podcast Platforms. Samsung and its licensors may index, categorize and display Content as it considers appropriate in its 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 discontinue any of the Podcast Platforms, in whole or in part, at any time without notice for any reason, and in no event shall Samsung be liable for any claims, costs or damages caused by or arising out of such actions.

6. Advertising. 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 pursuant to the terms of the Advertisement Policy. 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.

7. 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) you own or control all rights to the Content, or have the authority to act on behalf of such rights holders; (d) Samsung's exercise of the rights granted 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; (e) all so-called moral rights in the Content have been waived to the full extent allowed by law; (f) no additional licensing or fees are due to any third party for the use of the Content, including any fees related to master recording licenses; record label clearances; publishing synchronization rights as applicable including any and all applicable performing rights royalties or fees arising from any public performance of any music included in the Podcast resulting from the Distribution of Content by Samsung in accordance with this Agreement; (g) the inclusion of the Content in the Podcast Platforms shall not violate any territorial licensing restrictions; (h) you have permission to use the name and likeness of identifiable individuals contained within the Content; and (i) 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. You agree that you will not Distribute any Content, that: (a) is false or misleading; (b) is defamatory, derogatory, degrading or harassing of another or constitutes a personal attack; (c) invades another's privacy or includes, copies or transmits another's confidential, sensitive or personal information; (d) promotes bigotry, racism, hatred or harm against any group or individual; (e) is obscene or not in good taste; (f) violates or infringes or promotes the violation or infringement of another's rights, including intellectual property rights; (g) 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; (h) you do not have the right and authority to Distribute and grant the necessary rights and licenses for; or (i) violates or promotes the violation of any applicable laws or regulations or the Advertisement Policy (the "**Prohibited Content**"). Samsung and its licensors reserve the right to modify, suspend, remove or disable your access to the Podcast Platforms in their sole discretion for reasons including but not limited to the repeated submission of Prohibited Content or where the Publisher Identity provided is not actually that of the Publisher.

8. Rights Granted. By Distributing Content, you grant Samsung and its Affiliates a royalty-free, nonexclusive license in the countries as selected by You and made available by Samsung on the Samsung Platform to (a) copy, encode, transcode, stream, download, make publicly available, publicly perform, distribute, reproduce, adapt, modify, translate, publish, broadcast, index, transmit and store the Content and copies of the Content within and according to the specifications of the Podcast Platforms and as necessary to distribute the Content to end users of the Podcast Platforms in any and all media (including in relation to Podcasts with deleted RSS Feeds which have 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 distribution 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 (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 and (iii) allow end users to share any part or all of the Content with other end users.

9. Intellectual Property Rights. Except as granted above in Section 8, 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 laws 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.

10. Takedowns. You are entitled to remove your Content from the Podcast Platforms at any time in your sole discretion by following the instructions provided in your account settings. 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. Samsung shall have no obligation to facilitate any dispute resolution. Samsung shall not monitor Content available in the Podcast Platforms, but where we are notified or otherwise become aware that Content constitutes Prohibited Content or otherwise violates the terms of this Agreement or may create liability for us, we are entitled to remove or restrict access to your Content from the Podcast Platforms at any time and in our sole discretion. If Samsung receives a notice or claim of ownership from a third party in connection with any material contained within Content, we may remove or disable access to that Content on the Podcast Platforms and, if you dispute the third party notice or claim, you will provide information reasonably requested by Samsung and will participate in a procedure to resolve the dispute. Samsung will prevent Publishers that repeatedly Distribute infringing Content from continuing to Distribute Content via the Podcast Platforms as stipulated in this Section. Samsung shall have no liability to the Publisher where Content is removed pursuant to this Section 10 or pursuant to Section 7.

11. Indemnity. 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.

12. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES SHALL SAMSUNG BE LIABLE UNDER THIS AGREEMENT FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM DELAY OF DELIVERY OR FROM LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, ON ANY THEORY OF LIABILITY, WHETHER ARISING UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT, MISREPRESENTATION, PERSONAL INJURY, PRODUCT LIABILITY, INFRINGEMENT OR OTHERWISE, WHETHER OR NOT A PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. SAMSUNG 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. 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.

13. 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, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. 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) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT DISTRIBUTED VIA THE PODCAST PLATFORMS.

14. Term and Termination. Either party may terminate or suspend this Agreement at any time in its sole discretion. You may terminate your participation as a Publisher under this Agreement at any time, for any reason, by deleting your account on the Podcast Platforms by following the steps provided in your account settings. Any Content you have Distributed will be removed from the Podcast Platforms within a reasonable time (provided that end users of the Podcast Platforms who have previously downloaded such deleted content will still have access). Following termination of this Agreement, Sections 6, 7, 9, 10, 11, 12, 13, 14, 15, 16 and 17 shall continue to bind the parties.

15. Applicable Laws. Dispute Resolution. This Agreement will be governed and construed under the laws of the state of New York without regard to its conflict or choice of law provisions. You and we agree that any dispute between you and us arising under or related to this Agreement (including its breach, termination, enforcement, interpretation or validity thereof) (i) will be resolved exclusively by final and binding arbitration administered by JAMS (<https://www.jamsadr.com/>) and conducted before a sole arbitrator in accordance with its Comprehensive Rules and Procedures and (ii) will be resolved by arbitration held in New York, New York. YOU AGREE THAT YOU WILL NOT FILE A CLASS ACTION OR PARTICIPATE IN A CLASS ACTION AGAINST US.

16. 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.

17. 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.

18. 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.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior or contemporaneous understandings regarding such subject matter.

20. Third Party Rights. The provisions of this Agreement are personal to Samsung and Publisher and, except as provided in this Agreement, are not intended to confer any rights of enforcement on any third party.

21. 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. It is your responsibility to periodically review the terms of this Agreement, which shall be available at <https://cmsweb.glb.samsungcast.com/legal>. If you do not agree with any subsequent modifications to this Agreement, you should remove your Content from the Podcast Platforms.

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.

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 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.
- Online gambling, including (i) online casinos, (ii) sports betting and lotteries, and (iii) games of skill that offer prizes of cash or other value