

# Terms of Service

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## **I. General Conditions**

Thank you and welcome to Rawvoice, Inc. a Michigan Corporation with an address of 17525 Egan Dr, Coopersville, MI 49404 (the “Company”).

The Company was founded in 2005 by a group of new media producers with the philosophy of giving media producers and media users the best tools possible to produce and consume online media. We understand the work that it takes to produce online media and strive to allow media producers to have full control of the product they produce.

We want you to use and enjoy the services offered by the Company. Please take a minute to review the “Terms of Service.” You accept the “Terms of Service” by entering the Company’s websites or using the services listed below. If you disagree with any of the “Terms of Service” or if your use of the websites or services violates any laws then we ask that you leave the website or not use the services, however you are welcome to return, review and reconsider these terms. We will notify you on the main page of the websites and/or at the point you log into the websites or services if there are changes in these terms and conditions. You are responsible for reviewing any changes made to these Terms. Please keep in mind that this is an agreement between you and the Company about how you will use the site or services, and any information that you receive from the websites and/or services. Please let us know if you become aware of any unauthorized use of the Services or Products. You can reach us by email at [legal@rawvoice.com](mailto:legal@rawvoice.com).

## **II. Services and Products**

**A.** Rawvoice, Inc., offers its services and products through its websites [Rawvoice.com](http://Rawvoice.com), [blubrry.com](http://blubrry.com), [techpodcasts.com](http://techpodcasts.com), [promednetwork.com](http://promednetwork.com) and [travelcastnetwork.com](http://travelcastnetwork.com) hereinafter referred to as “Websites.”

**B.** Some services may be offered independently of the Websites through proposals directly from Rawvoice at your request. This Agreement applies to such offers when accepted by you and this Agreement will be attached to such proposals

- i.** If certain terms within a proposal submitted to you are inconsistent with the terms of this Agreement then the inconsistent terms in the proposal take precedence over the terms in this Agreement.
- ii.** All other terms not inconsistent within the proposal, or within this Agreement, are binding upon you when the offer is accepted.

**C.** The services offered by Rawvoice, Inc. include but are not limited to:

**i. media hosting:**

**ii. statistics:**

**iii. Powerpress:**

**iv. Mycast™:**

**v. Distribution of your media:**

**vi. Advertising Revenue Share opportunities:**

**vii. Consulting**

**D.** The services listed above are hereafter referred to as “Services.”

The terms of service herein apply to all Websites and Services unless specifically stated otherwise within these Terms of Service.

**E.** The descriptions of the Services as stated on the Websites are incorporated herein by reference.

**F.** The descriptions of Services stated in a proposal submitted to you by the Company are incorporated herein by reference.

### **III. General Restrictions and Requirements**

#### **A. Your Website Account**

**i.** You are not required to create a Website account to use the Website however there are services that will not be available to you if you do not create an account.

**ii.** Creating an account requires you to provide a valid email account that belongs to you. Your account may be deleted by the Company at any time if your email address is no longer valid.

**iii.** Creating an account requires you to create a secure password of your choosing. The security of your account is your sole responsibility.

**iv.** You should notify the Company if you lose this information or you believe that this information has been stolen.

**v.** The information you provide as a result of creating a user account will be treated in accordance with the Company’s Privacy Policy.

**vi.** You may delete your account at any time however if you are a Content Producer participating in an advertising campaign, the deletion of your account may be subject to restrictions listed in the “Advertising Campaign” paragraph herein.

**vii.** The Company reserves the right, at its sole discretion, to delete any account at any time if it believes the terms of this Agreement are violated by you, or may be violated by you. Any content that you have created that is stored on the Website will be deleted and permanently irretrievable.

## **B. Website Content.**

**i.** The Company created the Websites as a place where you can receive news and other information for your personal enjoyment, education, distribution of your media, hosting of your media and measurement of the use of your media. The Site is intended for your personal use or other uses consistent with the Terms of Service.

**ii.** The content on the Websites include text, audio, artwork, graphics, logos, photographs, sounds, music, video, hyperlinks, computer code, the arrangement, structure, and the look and feel of the content (hereinafter referred to as “Content”). This Content is subject to and protected by trademarks, service marks, copyright and other intellectual property right laws. The Content you produce belongs to you or is licensed to you and the Content produced by the Company belongs to the Company or is licensed to the Company.

**iii.** The Content that you view or download from the Websites must be for your personal use and cannot be reproduced, modified or retransmitted in any way by any means including email, facsimile, and all other forms of electronic transmission unless you own the Content or have permission from the owner.

**iv.** You agree that you will not attempt to discover, reverse engineer, translate, alter and /or disassemble any executable code or RSS feeds on this Site. If you discover such information by accident or by specific intent you agree to keep such information confidential. You understand that if you reveal such information then you are liable for serious civil and criminal and legal penalties. The Company will aggressively pursue its rights under criminal and civil law should you reveal such information.

## **C. Website Content Producers**

**i.** Content Producers are not employees, agents, joint-venture partners or partners of any kind. Content Producers voluntarily enter into this Agreement for the services provided by the Company and subject to the limitations contained herein or by a proposal submitted to you, the contents of such a proposal are incorporated herein when accepted by you.

**ii.** The Content you produce belongs to you and whatever is used in the Blubrry Directory is content you have provided in your RSS Feed. Therefore you are in control of any intellectual property appearing in the Blubrry Directory and you may remove it at any time by changing your RSS Feed. However to distribute

your content and provide the services consistent with the Terms of Service herein, you grant the Company a non-exclusive license to use the intellectual property you have provided in your RSS Feed.

**iii.** If you are a Content Producer using the Services as a means of distributing your

content you warrant to the Company that the Content is free of copyrighted material unless you have explicit written permission to use such Content or the copyrighted Content clearly falls within the fair use doctrine. If your Content violates copyright restrictions, or is alleged to violate copyright restrictions, you agree to indemnify the Company, its shareholders, officers, directors and employees for any damages or expenses incurred as a result of the copyright violation, including attorney fees, whether or not a court of law finds that a copyright violation actually occurred.

**iv.** Participating content creators using the Websites will retain their RSS Feeds. You do not have to change anything! This includes where you host your files, your RSS feeds, and any other specific directory listing. The Websites will import your existing media content RSS feeds and migrate that data into your branded show profile on the Website you choose as a point of distribution. This process will not change your RSS feeds. Listeners will be able to subscribe to your RSS feed or utilize the MyCast™ service on the Website where your media is listed.

**v.** The Company assumes no liability for your content. The Company has no role in the choice, selection, creation or the production of your content. The Company plays a passive role providing you with a Website where you may distribute your content.

**vi.** The Company, its employees, agents, shareholders, subsidiaries, directors, successors or assigns assume no duty to review your content or otherwise monitor your content for violations of third-party rights, accuracy, inappropriateness, or violations of the terms of this Agreement.

**vii.** The Company may, at its discretion, grant permission to Content Creators for the use of the content the Company owns. The Company may grant permission for the use of logos and badges at the point access to such logos and badges on its Websites. Otherwise, permission must be granted with prior written consent before any use of the material is allowed. Please make your request to [legal@rawvoice.com](mailto:legal@rawvoice.com).

**viii.** The Company may send a 10-day termination notice to the Content Producer should the content become inactive for a period of 120 days or more.

**ix.**

**Statistics:** The Company has invested large sums of money and used its years of experience developing sophisticated algorithms to accurately measure downloadable media. The Company provides Basic Media Statistics free to every video or audio Content Producer using the Websites. The Company also provides enhanced and professional media statistics to those who pay for such services.

**a.** The Free Basic Podcast Statistics are intended for individual content creators (independent podcasters). The Free Basic Podcast Statistics may not be resold or used for commercial purposes such as reporting to advertisers, without the permission of Blubrry/RawVoice.

**b.** The Professional Podcast Statistics are intended for anyone, including individual content creators (independent podcasters), professionals and organizations. The Professional Podcast Statistics may not be resold but may be used for commercial purposes such as reporting to advertisers.

**c.** The Enterprise Podcast Statistics are intended for anyone, including individual content creators (independent podcasters), professionals and organizations. Enterprise Podcast Statistics are designed for each user's purpose and only offered by proposal. Professional Podcast Statistics requires a commitment of at least 25 shows, can be re-branded, resold, and used for any purposes. Enterprise services may be paid by purchase order. Specific terms for Professional Podcast Statistics are agreed upon during the proposal process. Please contact [sales@rawvoice.com](mailto:sales@rawvoice.com) if you would like to discuss the possibilities of Enterprise Podcast Statistics.

**d.** Your use of the Company's Podcast Statistics services may be terminated if your use of the Podcast Statistics Service violate the terms of this Agreement.

**x.**

**All Content Producers utilizing the Websites** may be presented with offers to participate in Advertising Campaigns. Offers to participate in advertising campaigns reveal confidential information about the Company's customers, potential customers, finances and methods of operation. Therefore as a Content Producer you agree:

**a.** to never divulge the financial information contained in the offers,

**b.** including any financial arrangements made to you by the Company,

c. any methods of operation contained in the offer and,

d. any offer or other information declared as confidential by the Company.

e. This is not an exclusive agreement between you and the Company. You are free to affiliate with other networks, endorse or promote other shows, make paid or unpaid appearances and retain ownership of the content that you produce and solicit advertising deals subject only to the limits in this Agreement.

**xi.**

**The term of this Agreement for**

Content Producers is 120 days following the date of the last submission of your content to the Website.

## **xii. Advertising Campaign Participants.**

a. Potential Advertising Campaign participants will, from time to time, be presented with information related to advertising campaigns that may or may not conclude with your participation in a campaign.

**b. Confidentiality:** If you are involved in a voluntary ad deal with the Company, we will never share your individual show numbers to any other party. The Company may be involved in group ad buys and your numbers might be combined with other Content Producers, but never independently released without your written permission. The Company will limit internal access to these statistics, even to the employees of the company. We want to assure all perspective media creators that your data will be handled as privately as possible.

### **c. Your Commitment to an Advertising Campaign:**

i. You guarantee to the Company that you are at least 18 years of age, competent and have the authority to enter into an Advertising Campaign contract.

ii. You agree to participate in the Advertising Campaign according to the terms of each Advertising Campaign in which you are participating.

iii. Advertisers or their agencies require accurate consumption statistics and the Company requires accurate consumption statistics to calculate payments made to you. Therefore you agree to use the Company's Statistic Services. The level of statistic service will be determined by the Company. This service will be provided to you free of charge.

iv. You agree to fill out an online profile of your show. The profile provides information to the Company to determine if your show meets the requirements set by advertisers or advertising agencies. In addition, the Company uses this information to set up accounting records used to pay you for participating in Advertising Campaigns. Any failure to accurately complete this profile may result in delayed payments or no payments made to you. It is your responsibility to keep this information accurate and up to date.

v. By participating in an advertising campaign you agree that the minimum term of this Agreement equals the term of the advertising campaign. If you fail to continue your show during the term of the advertising agreement, or fail to meet the requirements of the advertising campaign as stated in the advertising campaign proposal made and accepted by you, then you are in breach of the advertising campaign contract. If you breach the advertising campaign contract, without cause, you agree to reimburse the Company for any expenses, including legal fees and loss of revenue to the Company that results from your breach of the contract.

vi. You agree to provide the Company with any forms and/or information required by the Internal Revenue Service, state tax agencies, or other government agencies that require the Company to report payments made to you. If the Company requests such documents



or information from you, and you fail to provide such documents or accurate information to the Company, you agree to reimburse the Company for all fees, penalties and taxes incurred by the Company resulting from your failure to provide the appropriate documents or information.

vii. Because the popularity of content is often dependent upon the talent producing and participating in a show, you agree not to assign the content or change the talent in a show in any significant way that impairs the popularity of the show.

**d. The Company's Rights and Obligations to You for Participating in an Advertising Campaign**

i. The Company has no obligation to offer a Content Producer the opportunity to participate in an Advertising Campaign.

ii. If you participate in an Advertising Campaign, the Company will pay you according to the terms of the Advertising Campaign Agreement. The payment to you will be made within 90 days after the conclusion of the Advertising Campaign.

iii. If the advertiser, advertising agency, or the Company determines that your content is not appropriate, disparages, or diminishes the reputation of the advertiser and/or its products or services, the Company may at its sole discretion, terminate the advertising contract with you. You are solely responsible for such damage caused to the advertiser and you agree to hold the Company harmless for such damage and reimburse the Company for any damages, expenses or legal fees the Company incurs from such damage.

iv. The Company may assign the Advertising Campaign Agreement freely and without restriction.

**IV. Privacy**

A. The Company is committed to protecting your privacy. We use the limited amount of information collected about you to enable the functionality of the Websites. These functions include letting you log in, setting up an account, purchase

content, accessing your content and/or statistics and keeping you notified of news and changes to the Websites and Services. The Company may use personally identifiable information about you to improve our service, to statistically analyze site usage, to improve our content and product offerings and to customize our site's content and layout. We believe these uses allow us to improve our site and better tailor it to meet our users' needs.

#### **B. The**

**Company will not sell, rent or give away any personally identifiable information about you to any third party, ever. On occasion, we will aggregate personally identifiable information and may disclose such information in aggregate to third parties. However, in these situations, we will never disclose any information that could be used to personally identify you.**

#### **C. Cookies: "Cookies"**

are small pieces of information that are stored by your browser on your computer's hard drive. We do not collect personal information with the use of our cookies; they are used to collect aggregate visitor information for internal use only. Cookies are required in order to log in to the Websites and use the MyContent feature. Some of the features of Cue Too may not work correctly if you set your browser to refuse cookies.

### **V. Purchases**

**A.** You agree to a charge on your credit card account or Paypal account when you purchase a Service. The word "purchase" refers to a purchase of a license or the right to use the Service as specified in each Services description. The features, specifications and limitations of each Service are incorporated into these Terms of Service by reference.

**B.** You agree to provide a valid credit card or PayPal account for the purchases. You are responsible for all taxes that may incur as a result of your purchase. The Company may obtain pre-approval from your credit card account up to the amount of the purchase. The billing on your credit card or PayPal account usually occurs at the time of purchase or shortly thereafter. Multiple purchases may appear on your credit card or PayPal account may appear as multiple transactions.

**C.** Your use of the services 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 hardware and software, which are your sole  
responsibility.

**D.** Use of the Services 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. You agree that meeting these requirements, which may change  
from time to time, is your responsibility.

**E.** You agree to provide the Company with  
accurate and complete information necessary for billing your account. You are  
responsible for updating this information to keep it accurate and complete.

## **VI. Content of the Websites**

**A.** There are four types of content on the Websites;  
content created by the Company ("Company Content"); content created by you and  
aggregated into the website(s) using RSS feeds ("Producers Content"); content  
created by you and hosted by the Company's media hosting service ("Hosted  
Content"); and content created by other media producers for use by the public  
visiting the Websites ("Public Content").

Those that produce content and use the Websites for distribution and  
those that host their content with Services offered by the Company are referred  
to as "Content Producers" with this Agreement.

**B.** You agree that you will use Public Content for  
personal use only and not for any commercial purpose. You agree to keep the Public  
Content in its original form and not cut copy or modify the content for use in any  
other produced content. You shall not redistribute the Public Content in any  
manner including, but not limited to linking or posting the content in any  
form, on any website, blog or social media platform unless the Producer of the  
content has granted you a license for such use. You must not mis-attribute or otherwise  
claim as your own any of the Public  
Content listed on the Websites which are the copyrighted works of another  
party.

**C.** Content Producers may allow Creative Commons  
licensing for their content. It is your obligation to determine if there are  
less restrictive licensing requirements for the content listed on the Websites.  
Nothing in this Agreement shall restrict Content Producers from allowing less  
restrictive licensing agreements. Any licensing agreement that is less  
restrictive than allowed in this Agreement shall be solely between the Content Producer  
and the licensee. The Company assumes no responsibility for licensing  
arrangements negotiated between the Content Producer and their licensee.

## VII. Objectionable Content

**A.** You understand that by using the Websites, 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 Websites at your sole risk and the Company shall have no liability to you for material that may be found to be offensive, indecent, or objectionable. The Website descriptions are provided for convenience, and you agree that the Company does not guarantee their accuracy.

**B.** The Company will consider requests to remove a show because the show is alleged to promote hate or violence. Requests to remove a show must contain a link to the show and the time hack where the alleged offending content is occurring. The Company will not consider requests for removal if the request does not contain the show's link and time hack. Send requests to [legal@rawvoice.com](mailto:legal@rawvoice.com).

**C.** It is possible that unauthorized users, or "hackers", may post or transmit offensive or obscene materials or otherwise violate the Terms for using the Websites with intent to harass or injure others. You understand and agree that by using the Websites, you may be involuntarily exposed to such unauthorized content. The Company will use its best efforts to remove such content when it is discovered or brought to the Company's attention

**D.** Content Producers agree that the content in you shows are free from speech that advocates violence or speech that promotes hate. The Company reserves the right to immediately remove any media content from its Websites that in its **sole discretion** is deemed to violate the restrictions of this paragraph.

## VIII. Disclaimer of Warranties and Liabilities

**A.** It is the Company's goal to offer a reliable service with the highest quality possible. However, we offer no guarantees or warranties. You accept the materials from the Site in a "as is" basis for personal use. To the extent that you make any reliance upon the material from this site, you do so at your own risk. The Company does not warrant that the Site or material from the Site is fit for any particular purpose. No warranties are made that the site will be available on a consistent basis, that defects in the Site will be corrected in a timely manner, and that the Site will be free of viruses or other harmful materials.

**B.** The Company and its content providers, affiliates along with their employees, agents, officers, directors and shareholders ARE NOT LIABLE for any omissions, errors, inaccuracies, delays, failures, interruptions, viruses, defects, deletions, failure in networks or communications lines, destruction, theft or unauthorized access to your network, system or computer.

C. You agree that the Company and its content providers are not responsible for or liable for any offensive or illegal conduct, any defamatory material that is found on the Site or that is associated with the Site.

**D. IN NO EVENT, OTHER THAN REQUIRED BY LAW, WILL THE COMPANY BE LIABLE TO YOU ON ANY LEGAL THEORY FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF THE TERMS OF THIS AGREEMENT, THE USE OF ANY MATERIAL RECEIVED OR NOT RECEIVED FROM THE SITE EVEN IF YOU WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

#### **IX. Indemnification**

A. You agree to hold harmless, defend and indemnify the Company, its employees, agents, directors, officers and shareholders from and against all claims, liabilities, damages, expenses and reasonable attorney fees and costs that may arise out of your use of the Websites or Services; or from your failure to use the Websites or Services; or from any breach or alleged breach of this agreement including the breach or alleged breach of any patents, trademarks, copyrights or other rights of third parties.

#### **X. Termination of Agreement**

A. The Company may at any time for any reason and without notice terminate this Agreement and your use of the Site. The Company retains sole discretion to decide if you have breached this agreement, any rule, regulation or law that is contrary to this Agreement.

B. The Company may restrict, suspend, or terminate your access to all or any part of the Websites, deactivate your account, or delete your account and all related information and files in your account. You acknowledge, consent and agree that the Company may access, preserve, disclose or delete your account information and access to Websites if required to do so by law or in a good faith belief that such act is reasonably necessary to:

- i. comply with legal process;

ii. enforce the  
Terms;

iii. respond  
to claims that your use of the Websites violates the rights of third-parties;

iv. respond to  
your requests for customer service; or

v. protect the rights, property, or  
personal safety of the Company, its users and the public. After a period of  
inactivity, the Company reserves the right to disable or terminate a user's  
account.

C. Unless otherwise explicitly stated, the Terms will  
survive the expiration or deletion of your account for any reason.

## **XI. Infringement of Copyright**

A. Please notify the Company  
immediately if you own a copyright and you believe this Site has infringed your  
copyright. Appropriate action will be taken as required by the Digital  
Millennium Copyright Act and any other applicable intellectual property laws. Please  
email any claims of copyright infringement to [legal@rawvoice.com](mailto:legal@rawvoice.com). Please  
include all of the information required in the notification as required by  
17USC512(c)(3).

B. The compilation of content on this  
website is the exclusive property of the Company and protected by U.S. and  
international copyright laws. All software used on this website is the property  
of the Company or its software licensors and is protected by United States and  
international copyright laws.

## **XII. Severability and Scope**

A. If any portion of this Agreement is  
found to be unlawful, void, unenforceable then that portion of the Agreement is  
severable from the rest of the Agreement and does not affect the lawfulness or  
enforceability of the remainder of the Agreement.

B. This Agreement constitutes the  
entire Agreement between you and the Company. This Agreement supersedes any

oral, contemporaneous or written agreement between you and the Company. Any change in this Agreement must be in writing and signed by an officer of the Company.

### **XIII. Choice of Law**

A. You agree that this agreement is governed by the laws of the State of Michigan and without giving any effect to conflict of laws. You further agree that you irrevocable waive any right to a jury trial that you may have in any such proceeding.

### **XIV. Changes to this Agreement**

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

About Blubrry Podcasting

- [Blubrry – Podcasting Philosophy](#)
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