

TERMS OF SERVICE

Effective Date: January 10, 2016.

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE SERVICE, SUCH AS YOUR GRANTS AND WAIVERS OF RIGHTS, THE LIMITATIONS OF OUR LIABILITY, YOUR INDEMNITY OF US, AND OUR ARBITRATION OF CERTAIN DISPUTES.

Introduction and Overview

To download/print our Privacy Policy, click [here](#). To download/print our Terms of Service ("Terms"), click [here](#). To review the full Terms, keep reading.

Welcome! You have arrived at [wondery.com](#) and/or are otherwise interacting with our Service (defined below), which is owned and operated by Wondery LLC, a Delaware limited liability company ("**Wondery**," "**we**," "**our**," or "**us**"). These Terms govern your use of any online service location (e.g., website or mobile app) that posts a link to these Terms ("**Site**") (including both mobile and online versions). It also applies to your use of all features, widgets, plug-ins, applications, content, downloads and/or other services that we own and control and make available through a Site, and/or that post or link to these Terms (collectively, with the Site, the "**Service**"), regardless of how you access or use it, whether via computer, mobile device or otherwise. By using the Service, you acknowledge and accept the Service's [Privacy Policy](#) and consent to the collection and use of your data in accordance with the [Privacy Policy](#). By interacting with and/or using the Service, you signify your assent and agreement to these Terms. If you do not agree to these Terms, you must not use the Service.

You should read these entire Terms; but here is a partial list of some of the terms that we want to bring to your initial attention. Click on section references for details, which terms and not summaries govern. Capitalized terms have the meanings given to them where defined in these Terms.

- Each time you use the Service, the Terms, and any applicable Additional Terms (defined below), then posted apply (subject to [Section 15](#)), so you should check back each time you return for any updates.
- Click [here](#) for a summary of each section of these Terms. You may click on the topic heading or the "**More**" button for full details.
- You may only use the Content (defined below) on the Service in connection with your permitted activities on the Service and not in an offline environment or in connection with another site or service. ([Section 1](#) and [Section 3](#)). You grant us a broad license to content you submit or post. ([Section 2](#))
- Except as set forth in the [Privacy Policy](#) that applies to the Service, you and we do not have a confidential, fiduciary, or any other special relationship by virtue of your use of the Service or your communications to us through or related to the Service. ([Section 2](#))
- You consent to our [Privacy Policy](#) and our practices detailed in it, including targeted advertising.
- As permitted by law, many types of disputes that may arise in connection with your access to and use of the Service are subject to mandatory arbitration - which includes your waiver of a right to a jury trial and to class action relief. ([Section 11](#))

- We are providing the Service to you on an "as-is" basis, without any warranty of any kind, and our liability to you in connection with your use of the Service is very limited. Many other limitations and disclaimers relate to your use of the Service. ([Section 12](#) and [Section 13](#))

If You Want to Use This Service,

then carefully read these entire Terms (including all links to details), as they constitute a written agreement between you and us and they affect your legal rights and obligations. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. If you are under the age of majority in your jurisdiction of residence, you may use the Service only with involvement of a parent or guardian who agrees to these Terms and to be responsible for your use.

Each time you access and/or use the Service (other than to simply read these Terms), you agree to be bound by and comply with these Terms and any applicable Additional Terms then posted (subject to [Section 15](#)). Therefore, ***do not use the Service if you do not agree***. The business realities associated with operating the Service are such that, without the conditions that are set forth in these Terms - such as your grants and waivers of rights, the limitations on our liability, your indemnity of us, and our arbitration of certain disputes - we would not make the Service available to you.

In some instances, both these Terms and separate guidelines, rules, or terms of service or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively "**Additional Terms**"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Please also review the Service's [Privacy Policy](#), which you accept by using the Service.

Linkable Terms

These Terms are posted in interactive format to ease your review, especially using smart phones and other devices with small screens. It is important that you read and understand these entire Terms before using the Service. Each section below includes a brief introductory summary and a link to the full explanation. Please note that the complete provisions, and not the headings or summaries shall govern. You can click on the headings and "More" buttons to be taken to the full explanation.

1. [Service Content, Ownership, Limited License, and Rights of Others](#)

We only grant you a limited revocable license to use the Service for your own non-commercial use subject to rules and limitations. [More](#)

2. [Content You Submit and Community Usage Rules](#)

You grant us a broad license, which we may sublicense, to the content you submit, including your Profile, which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. Use of our Service is subject to community usage rules and we have the right to manage our Service to keep its content appropriate. [More](#)

3. [Service and Content Use Restrictions](#)

Your use of our Service is subject to various restrictions designed to protect the Service and our users. We may change or discontinue our Service in whole or in part. [More](#)

4. [Accounts, Profiles, and Social Features](#)

You may have the opportunity to open, revise and close your Accounts and setup and change Profiles, subject to certain rules. We may offer you the ability to make choices regarding how and to whom some aspects of your Account and Profile are used and seen, but these may not be completely effective. The Service may include a social network and your activities (including social action, interaction with advertisers and media consumption) on the Service may be shared with others both on and off the Service (e.g. John listened to this podcast, Jane is a fan of Acme Corp., etc.). [More](#)

5. [Procedure for Alleging Copyright Infringement](#)

Users may not post content they do not own or control, and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement as detailed in this section, and we will respond in accordance with applicable law. [More](#)

6. [Procedure for Alleging Infringement of Other Intellectual Property](#)

You can also give notice of trademark and other infringements that you think occur on the Service. [More](#)

7. [Notices, Questions and Customer Service](#)

Click [here](#) to contact us for customer service or questions. You agree we may provide you notices, including of new terms and conditions, by posting notice on the home page or by other reasonable means, such as to the email you provided. [More](#)

8. [Links By You to the Service](#)

You may link to our Service, subject to some basic requirements. [More](#)

9. [Third Party Services: Advertisements: Dealings With Third Parties](#)

We are not responsible for third parties or their content, advertisement(s), apps or sites. For instance, portions of the Service may be integrated into third-party sites, platforms and apps that we do not control. Similarly, we may make ads and third-party content or services, which we also may not control, available to you on or via our Service. This may include the ability to register or sign in to our Services using Facebook Connect or other third party tools, and to post content on third party sites and services using their plug-ins made available on our Services. Use caution when dealing with third parties. [More](#)

10. [Wireless, Messaging, and Location-Based Features](#)

Wireless carrier charges may apply to use of the Service via wireless networks, for which you will be responsible. Our Services may include location-based features that use geo-location tools to identify where you are. [More](#)

11. [Dispute Resolution](#)

To the extent not prohibited by applicable laws, you agree to arbitrate most disputes and waive jury trial and class actions. [More](#)

12. [Disclaimer of Representations and Warranties](#)

We disclaim most warranties and provide the Service "As Is". [More](#)

13. [Limitations of Our Liability](#)

Our liability is greatly limited as more fully explained in this section. [More](#)

14. [Waiver of Injunctive or Other Equitable Relief](#)

You waive equitable or injunctive relief. [More](#)

15. [Updates to Terms](#)

These Terms and applicable Additional Terms posted on the Service at each time of use apply to that use, and the Terms may be prospectively updated as our Service evolves. Posting of new Terms on the Service is notice to you thereof. [More](#)

16. [General Provisions](#)

You agree to various other terms and conditions, which you should read here, including regarding (a) our control and discretion; (b) the law that governs these Terms; (c) your indemnity of us; (d) accessing the Service from outside of the United States; (e) restriction on the Service for those countries subject to U.S. export controls; (f) enforcement and interpretation of these Terms; (g) communications with us and e-contracting; (h) investigations, cooperation with law enforcement, termination and survival; (i) limit on assignment and delegation of rights and obligations; (j) how waivers may be made; (k) special terms for U.S. government users; (l) CA consumer rights and notices; (m) our access to your Device and your responsibility for your connectivity and our Device access. [More](#)

17. [Terms Applicable For Apple iOS](#)

There are some other things you should know if you are accessing or using the Service through an Apple operating system. [More](#)

Full Details of Terms of Service

1. SERVICE CONTENT, OWNERSHIP, LIMITED LICENSE, AND RIGHTS OF OTHERS

A. **Content.** The Service contains a variety of: (i) materials and other items relating to Wondery and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, photographs, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, the "look and feel" of the Service, and the compilation, assembly, and arrangement of the materials of the Service and any and all copyrightable material (including source and object code); (ii) trademarks, logos, trade names, trade dress, service marks, and trade identities of various parties, including those of Wondery (collectively, "**Trademarks**"); and (iii) other forms of intellectual property (all of the foregoing, collectively "**Content**").

B. **Ownership.** The Service (including past, present, and future versions) and the Content are owned or controlled by Wondery and our licensors and certain other third parties. All right,

title, and interest in and to the Content available via the Service is the property of Wondery or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. Wondery owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

- C. **Limited License.** Subject to your strict compliance with these Terms and the Additional Terms, Wondery grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to download and copy (temporary storage only of web site content and streaming audio files and a single Device download and storage of the mobile app), display, view, use, play the Content on a personal computer, browser, laptop, tablet, mobile phone or other wireless device, or other Internet-enabled device (each, a "Device"), and/or print one copy of the Content (excluding source and object code in raw form or otherwise, and excluding streaming audio files) as it is displayed to you, in each case for your personal, non-commercial use only. The foregoing limited license (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in Wondery's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms.
- D. **Rights of Others.** In using the Service, you must respect the intellectual property and other rights of Wondery and others. Your unauthorized use of Content may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability. Wondery respects the intellectual property rights of others. If you believe that your work has been infringed by means of an improper posting or distribution of it via the Service, then please see [Section 5](#) and [Section 6](#) below.
- E. **Reservation of All Rights Not Granted As To Content and Service.** These Terms and any applicable Additional Terms include only narrow, limited grants of rights to Content and to use and access the Service. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. *All rights not expressly granted to you are reserved by Wondery and its licensors and other third parties. Any unauthorized use of any Content or the Service for any purpose is prohibited.*

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2. CONTENT YOU SUBMIT AND COMMUNITY USAGE RULES

- A. User-Generated Content.
- i. **General.** Wondery may now or in the future offer users of the Service the opportunity to create, build, post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Service, or on or in response to our pages or posts on any third party platforms or in connection with any of our promotions by any media or manner, or otherwise submitted to us (e.g., on our Facebook or other social media pages, in response to our tweets, through a Wondery sweepstakes or contest, or by mail) (collectively, "**submit**") audio recordings, messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, questions,

suggestions, personally identifiable information, or other information or materials and the ideas contained therein (collectively, but excluding any Content included therein, "**User-Generated Content**" or "**UGC**"). You may potentially be able to submit UGC through your profile, forums, blogs, message boards, social networking environments, content creation tools, gameplay, social communities, contact us tools, email, and other communications functionality. Subject to the rights and license you grant in these Terms, you are responsible for and retain whatever legally cognizable right, title, and interest that you have in your UGC.

- ii. **Non-Confidentiality of Your UGC.** Except as otherwise described in the Service's posted [Privacy Policy](#) or any Additional Terms, you agree that, notwithstanding your retained ownership interests (a) your UGC will be treated as non-confidential and non-proprietary by us - regardless of whether you mark them "confidential," "proprietary," or the like - and will not be returned, and (b) to the maximum extent not prohibited by applicable law, Wondery does not assume any obligation of any kind to you or any third party with respect to your UGC. Upon Wondery's request, you will provide documentation necessary to authenticate rights to such content and verify your compliance with these Terms or any applicable Additional Terms. You acknowledge that the Internet and mobile communications, and digital storage, may be insecure and subject to breaches of security so that your UGC is submitted at your own risk and you agree to hold Wondery harmless with respect thereto.

In your communications with Wondery, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services, including, without limitation, ideas, concepts, inventions, or designs for music, websites, apps, books, scripts, screenplays, motion pictures, television shows, theatrical productions, software or otherwise (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you submit are deemed UGC and licensed to us as set forth below. In addition, Wondery retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. Wondery's receipt of your Unsolicited Ideas and Materials is not an admission by Wondery of their novelty, priority, or originality, and it does not impair Wondery's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

- iii. **License to Wondery of Your UGC.** Except as otherwise described in any applicable Additional Terms (such as a contest official rules), which specifically govern the submission of your UGC, you hereby grant to Wondery, and you agree to grant to Wondery, the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense (through multiple levels), display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your UGC (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. Without limitation, the granted rights include the right to: (a) configure, host, index, cache, archive, store, digitize, compress, optimize, modify, reformat, edit, adapt, publish in searchable format, and remove such UGC and combine same with other materials, and (b) use any ideas, concepts, know-how, or techniques contained in any UGC for any purposes whatsoever, including developing, producing,

and marketing products and/or services. You understand that in exercising such rights metadata, notices and content may be removed or altered, including copyright management information, and you consent thereto and represent and warrant you have all necessary authority to do so. In order to further effect the rights and license that you grant to Wondery to your UGC, you also hereby grant to Wondery, and agree to grant to Wondery, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any UGC, and that of any other person depicted in or otherwise included in your UGC, without any obligation or remuneration to you or any other party. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any UGC, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 2.A(iii).

- iv. **Wondery's Exclusive Right to Manage Our Service.** Wondery may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your UGC, and Wondery may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of UGC without notice or any liability to you or any third party in connection with our operation of UGC venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms or any applicable Additional Terms, including, without limitation, the content restrictions set forth below in the [Rules](#) (defined in [Section 2.B](#)). Such UGC submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such UGC on the Service or elsewhere, except that California minors have certain rights to have certain content about them that they have themselves posted on the Service prospectively removed from public display. Click here for more information. [LINK to Children's Section of the Privacy Policy or to the CA notice section of this document].
- v. **Representations and Warranties Related to Your UGC.** Each time you submit any UGC, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside and are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any UGC you submit, and that, as to that UGC, (a) you are the sole author and owner of the intellectual property and other rights to the UGC, or you have a lawful right to submit the UGC and grant Wondery the rights to it that you are granting by these Terms and any Additional Terms, all without any Wondery obligation to obtain consent of any third party and without creating any obligation or liability of Wondery; (b) the UGC is accurate; (c) the UGC does not and, as to Wondery's permitted uses and exploitation set forth in these Terms and any applicable Additional Terms, will not infringe any intellectual property or other right of any third party; and (d) the UGC will not violate these Terms (including the Rules) or any applicable Additional Terms, or cause injury or harm to any person.
- vi. **Enforcement.** Wondery has no obligation to monitor or enforce your intellectual

property rights to your UGC, but you grant us the right to protect and enforce our rights to your UGC, including by bringing and controlling actions in your name and on your behalf (at Wondery's cost and expense, to which you hereby consent and irrevocably appoint Wondery as your attorney-in-fact, with the power of substitution and delegation, which appointment is coupled with an interest).

B. Community Usage Rules. As a user of the Service, these Community Usage Rules ("**Rules**") are here to help you understand the conduct that is expected of members of the Service's online communities ("**Communities**").

- i. Nature of Rules. Your participation in the Communities is subject to all of the Terms, including these Rules:
 - **Your UGC.** All of your UGC either must be original with you or you must have all necessary rights in it from third parties in order to permit you to comply with these Terms and any applicable Additional Terms. Your UGC should not contain any visible logos, phrases, or trademarks that belong to third parties. Do not use any UGC that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. If anyone contributes to your UGC or has any rights to your UGC, or if anyone appears or is referred to in the UGC, then you must also have their permission to submit such UGC to Wondery. (For example, if you submit to Wondery an audio recording that includes a third party musical composition as your UGC, then you must obtain the permission to do so from the composition's copyright holder.)
 - **Act Appropriately.** All of your Service activities must be venue appropriate, as determined by us. Be respectful of others' opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your UGC might offend someone or be embarrassing to someone, then chances are it probably will and it doesn't belong on the Service. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your UGC must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, religion, or physical handicap. Your UGC must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit. Your UGC must not exploit children under the age of 18.
 - **Do Not Use for Commercial or Political Purposes.** Your UGC must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law.
 - **Do Not Use to Solicit or Send Unwanted Communications.** Do not harvest or collect email addresses or other contact information of others from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications. Do not solicit personal information from anyone or solicit passwords or personally identifying information for commercial or unlawful purposes. This also includes not uploading, posting, transmitting, sharing or otherwise making available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation.

- **Do Not Use for Inappropriate Purposes.** Your UGC must not promote any infringing, illegal, or other similarly inappropriate activity.
- **Be Honest and Do Not Misrepresent Yourself or Your UGC.** Do not impersonate any other person, user, or company, and do not submit UGC that you believe may be false, fraudulent, deceptive, inaccurate, or misleading, or that misrepresents your identity or affiliation with a person or company.
- **Others Can See.** We hope that you will use the Communities to exchange information and content and have venue appropriate discussions with other members. However, please remember that the Communities are public or semi-public and UGC that you submit on the Service within a Community may be accessible and viewable by other users. Do not submit personally identifying information (e.g., first and last name together, password, phone number, address, credit card number, medical information, email address, or other personally identifiable information or contact information) on Community spaces and take care when disclosing this type of information to others.
- **Don't Share Other People's Personal Information.** Your UGC should not reveal another person's address, phone number, email address, social security number, credit card number, medical information, financial information, or any other information that may be used to track, contact, or impersonate that individual, unless, and in the form and by the method, specifically requested by Wondery (e.g., an email address to send an email invite to a friend).
- **Don't Damage the Service or Anyone's Computers or Other Devices.** Your UGC must not submit viruses, Trojan horses, spyware, or any other technologies or malicious code that could impact the operation of the Service or any computer or other Device.

If you submit UGC that Wondery reasonably believes violates these Rules, then we may take any legally available action that we deem appropriate, in our sole discretion. However, we are not obligated to take any action not required by law. We may require, at any time, proof of the permissions referred to above in a form acceptable to us. Failure to provide such proof may lead to, among other things, the UGC in question being removed from the Service.

- ii. **Your Interactions With Other Users; Disputes.** You are solely responsible for your interaction with other users of the Service, whether online or offline. We are not responsible or liable for the conduct or content of any user. We reserve the right, but have no obligation, to monitor or become involved in disputes between you and other users. Exercise common sense and your best judgment in your interactions with others (e.g., when you submit any personal or other information) and in all of your other online activities.

C. **Alerting Us of Violations.** If you discover any content that violates these Terms, then you may report it to us [here](#). For alleged infringements of intellectual property rights, see [Section 5](#) and [Section 6](#), below.

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3. SERVICE AND CONTENT USE RESTRICTIONS

- A. **Service Use Restrictions.** You agree that you will not: (i) aside from your purchase of goods or services offered for sale by Wondery or its affiliates, use the Service for any political or commercial purpose (including, without limitation, for purposes of advertising, soliciting funds, collecting product prices, and selling products); (ii) use any meta tags or any other "hidden text" utilizing any Trademarks; (iii) engage in any activities through or in connection with the Service that seek to attempt to or do harm any individuals or entities or are unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party, or are otherwise objectionable to Wondery; (iv) to the maximum extent not prohibited by applicable law, reverse engineer, decompile, disassemble, reverse assemble, or modify any Service source or object code or any software or other products, services, or processes accessible through any portion of the Service; (v) engage in any activity that interferes with a user's access to the Service or the proper operation of the Service, or otherwise causes harm to the Service, Wondery, or other users of the Service; (vi) interfere with or circumvent any security feature of the Service or any feature that restricts or enforces limitations on use of or access to the Service, the Content, or the UGC; (vii) harvest or otherwise collect or store any information (including personally identifiable information about other users of the Service, including email addresses, without the express consent of such users); (viii) attempt to gain unauthorized access to the Service, other computer systems or networks connected to the Service, through password mining or any other means; or (ix) otherwise violate these Terms or any applicable Additional Terms.
- B. **Content Use Restrictions.** Without limiting the restrictions in [Section 1](#) or in any applicable Additional Terms, you also agree that, in using the Service, you: (i) will not monitor, gather, copy, or distribute the Content (except as may be a result of standard search engine activity or use of a standard browser) on the Service by using any robot, rover, "bot", spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; (ii) will not frame or utilize framing techniques to enclose any such Content (including any images, text, or page layout); (iii) will keep intact all Trademark, copyright, and other intellectual property notices contained in such Content; (iv) will not use such Content in a manner that suggests an unauthorized association with any of our or our licensors' products, services, or brands; (v) will not make any modifications to such Content; (vi) will not copy, modify, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate or transfer to any third party or on any third-party application or website, or otherwise use or exploit such Content in any way for any purpose except as specifically permitted by these Terms or any applicable Additional Terms or with the prior written consent of an officer of Wondery or, in the case of Content from a licensor, the owner of the Content; and (vii) will not insert any code or product to manipulate such Content in any way that adversely affects any user experience.
- C. **Availability of Service and Content.** Wondery may immediately suspend or terminate the availability of the Service and Content (and any elements and features of them), in whole or in part, for any reason, in Wondery's sole discretion, and without advance notice or liability.

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4. ACCOUNTS, PROFILES, AND SOCIAL FEATURES

- A. **Accounts.** In order to access or use some (or potentially all) of the features on the Service, you may be required to first register through our online registration process. The Service's practices governing any resulting collection use, disclosure and management of your personal

information are disclosed in its [Privacy Policy](#). If you are under the age of thirteen (13), then you are not permitted to register as a user, create a Profile Page or otherwise use the Service or submit personal information to us

If you register for any feature that requires a password and/or username, then you will select your own password at the time of registration (or we may send you an email notification with a randomly generated initial password) and you agree that: (i) You will not use a username (or email address) that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive. We may reject the use of any password, username, or email address for any other reason in our sole discretion; (ii) You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it including on your Profile Page, continuously and promptly to keep it accurate, current, and complete; (iii) You are solely responsible for all activities that occur under your account, password, and username - whether or not you authorized the activity; (iv) You are solely responsible for maintaining the confidentiality of your password and for restricting access to your Device so that others may not access any password protected portion of the Service using your name, username, or password; (v) You will immediately notify us of any unauthorized use of your account, password, or username, or any other breach of security; and (vi) You will not sell, transfer, or assign your account or any account rights.

We will not be liable for any loss or damage (of any kind and under any legal theory) to you or any third party arising from your inability or failure for any reason to comply with any of the foregoing obligations.

If any information that you provide, or if we have reasonable grounds to suspect that any information that you provide, is false, inaccurate, outdated, incomplete, or violates these Terms, any applicable Additional Terms, or any applicable law, then we may suspend or terminate your account. We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits - all in our sole discretion, for any reason, and without advance notice or liability.

- B. Profiles.** We may offer registered users of the Service a Profile Page. Your Profile Page may not include any form of prohibited UGC, as outlined in [Section 2.A](#) above and in our [Rules](#). Without limiting the foregoing, Profile Pages may not include content that you are attempting to sell through the Service, and cannot be used to conduct commercial activities, including, but not limited to, transactions, advertising, fundraising, contests or other promotions absent our prior written consent. We may offer you the ability to set preferences relating to your profile or Service activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for users' Profile material.

Profile Pages may only be set up by an authorized representative of the individual that is the subject of the Profile Page. We do not review Profile Pages to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profile Pages that may appear on the Service. If there is any dispute as to whether a Profile Page has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile Page, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to Profile Pages, or any portion

thereof, at any time without notice.

- C. **Social Features.** The Service may include a social network and your activities (including social action, interaction with advertisers and media consumption) on the Service may be shared with others both on and off the Service (e.g. John listened to this podcast, Jane is a fan of Acme Corp., etc.).

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5. PROCEDURE FOR ALLEGING COPYRIGHT INFRINGEMENT

- A. **DMCA Notice.** Wondery asks our users to respect the intellectual property rights of others. It is our policy to respond appropriately to clear notices of alleged copyright infringement, as set forth more fully below. In Wondery's sole discretion, Wondery may remove content that may be infringing on another person's intellectual property rights with or without notice to the potential infringer. In accordance with the U.S. Digital Millennium Copyright Act ("**DMCA**") and other applicable law, Wondery has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers.
- B. If we remove or disable access in response to a DMCA Notice (as defined below), we will make a good faith attempt to contact the owner or administrator of the affected site or content so that they may make a counter-notification. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:
- i. a legend or subject line that says: "DMCA Copyright Infringement Notice";
 - ii. a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
 - iii. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);
 - iv. your full name, address, telephone number, and email address;
 - v. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
 - vi. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
 - vii. your electronic or physical signature.

Wondery will only respond to DMCA Notices that it receives by mail, email, or facsimile at the addresses below:

By Mail: 8581 Santa Monica Blvd., Ste. 589, West Hollywood, CA 90069

By Email: [Contact Us](#)

It is often difficult to determine if your copyright has been infringed. Wondery may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and Wondery may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting Wondery's other rights, Wondery may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by Wondery. See [Section 4](#), above.

C. Counter-Notification. If access on the Service to a work that you submitted to Wondery is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- i. a legend or subject line that says: "DMCA Counter-Notification";
- ii. a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL of the Service from which the material was removed or access to it disabled);
- iii. a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- iv. your full name, address, telephone number, email address, and the username of your account;
- v. a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Central District of California), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- vi. your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will

not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

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6. PROCEDURE FOR ALLEGING INFRINGEMENT OF OTHER INTELLECTUAL PROPERTY

If you own intellectual property other than copyrights and believe that your intellectual property has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice to the addresses set forth above that includes all of the following:

- a. a legend or subject line that says: "Intellectual Property Infringement Notice";
- b. a description of the intellectual property that you claim has been infringed;
- c. a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL of the Service on which the material appears);
- d. your full name, address, telephone number, and email address;
- e. a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner of the intellectual property, its agent, or the law;
- f. a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the owner of the intellectual property at issue (or, if you are not the owner, then your statement must indicate that you are authorized to act on the behalf of the owner of the intellectual property that is allegedly infringed); and
- g. your electronic or physical signature.

We will act on such notices in our sole discretion. Any user of the Service that fails to respond satisfactorily to Wondery with regard to any such notice is subject to suspension or termination. We may send the information that you provide in your notice to the person who provided the allegedly infringing material.

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7. NOTICES, QUESTIONS AND CUSTOMER SERVICE

You agree that: (1) we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the home page of the Service, or in another reasonable manner; and (2) we may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address. All legal notices to us must be sent to iwonder@wondery.com.

If you have a question regarding using the Service, you may contact Wondery Customer Support by

sending an email to [here](#) or calling our toll-free number at [(XXX) XXX-XXXX]. You acknowledge that the provision of customer support is at Wondery's sole discretion and that we have no obligation to provide you with customer support of any kind.

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8. LINKS BY YOU TO THE SERVICE

We grant you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to create hyperlinks to the Service, so long as: (a) the links only incorporate text, and do not use any Trademarks, (b) the links and the content on your website do not suggest any affiliation with Wondery or cause any other confusion, and (c) the links and the content on your website do not portray Wondery or its products or services in a false, misleading, derogatory, or otherwise offensive matter, and do not contain content that is unlawful, offensive, obscene, lewd, lascivious, filthy, violent, threatening, harassing, or abusive, or that violate any right of any third party or are otherwise objectionable to Wondery. Wondery reserves the right to suspend or prohibit linking to the Service for any reason, in its sole discretion, without advance notice or any liability of any kind to you or any third party.

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9. THIRD PARTY SERVICES; ADVERTISEMENTS; DEALINGS WITH THIRD PARTIES

A. **Third-Party Content and Sites; Advertisements.** The Service may contain or may interact with or otherwise be associated with third party platforms, services, plug-ins, applications, ads, tools and/or other content, and/or links to third-party websites or other services that are not owned, controlled or operated by Wondery (collectively, "**Third-Party Services**"), including services operated by advertisers, licensors, licensees, e-commerce partners and certain other third parties who may have business relationships with Wondery. This may include the ability to register or sign in to our Services using Facebook Connect or other third party tools, and to post content on third party sites and services using their plug-ins made available on our Services. We may also host our content, apps and tools on Third Party Services. Wondery may have no control over the content, operations, policies, terms, or other elements of Third Party Services, and Wondery does not assume any obligation to review any Third Party Services. Wondery does not necessarily endorse, approve, or sponsor any Third Party Services, or any third-party content, advertising, information, materials, products, services, or other items. Furthermore, Wondery is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised at such Third Party Services. Some Third Party Services may impose fees for access to their resources through our Service and/or your Account and you are responsible for all such fees. Finally, we will under no circumstances be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these Third Party Services. Any activities you engage in connection with any of the same are subject to the privacy and other policies, terms and conditions of use and/or sale, and rules issued by the operator of the Third Party Services. Wondery disclaims all liability in connection therewith.

B. **Dealings with Third Parties.** Any interactions, correspondence, transactions, and other dealings that you have with any third parties found on or through the Service (including on or via Third Party Services or advertisements) are solely between you and the third party

(including issues related to the content of third-party advertisements, payments, delivery of goods, warranties (including product warranties), privacy and data security, and the like). By logging into or enabling Third Party Services within or in connection with your Account, you are allowing us to pass your log-in information to these providers for this purpose. For more information about the implications of activating these Third Party Services and our use, storage and disclosure of information related to you and your use of such services within our Service (including your friend lists and the like), please see our [Privacy Policy](#). You hereby agree to indemnify Wondery against all claims, injury and/or damages including, without limitation, attorneys' fees, that arise out of your use of any Third Party Service, including without limitation from any material that you post on any forum or social networking site in connection with us and/or any other claim related to your use of social media.

You hereby grant Wondery an irrevocable perpetual license to use, reproduce, edit, create derivative works from, distribute, display, copy, transmit or otherwise use in any way, commercially or otherwise, any material that you post to any social networking site or other Third Party Service in connection with us or our Service.

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10. WIRELESS, MESSAGING AND LOCATION-BASED FEATURES

- A. **Wireless Features.** The Service may offer certain features and services via your wireless Device. Features and services may include the ability to access the Service's features, upload content to the Service, receive messages from the Service, and download applications to your wireless Device (collectively, "Wireless Features"). You are responsible for standard messaging, data, and other fees that may be charged or deducted by your carrier to participate in Wireless Features. Your carrier may prohibit or restrict certain Wireless Features or certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.
- B. **Terms of Wireless Features.** You agree to receive communications we may send through Wireless Features for which you are registered. Further, we may collect information related to your use of the Wireless Features. If you have registered via the Service for Wireless Features, then you agree to notify Wondery of any changes to your wireless contact information (including phone number) and update your accounts on the Service to reflect the changes. If the Service includes push notifications or other mobile communication capability, you hereby approve our delivery of electronic communications directly to your mobile Device. These notifications, including badge, alert or pop-up messages, may be delivered to your Device even when it is running in the background. You may have the ability, and it is your responsibility, to control the notifications you do, or do not, receive via your Device through your Device settings. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Your carrier may prohibit or restrict certain Wireless Features and certain Wireless Features may be incompatible with your carrier or wireless Device. Contact your carrier with questions regarding these issues.
- C. **Messages**
- **Text Messages:** You may be given opportunities to subscribe to various text marketing or other text messaging programs and by doing so, you consent to receive ongoing text alerts (including by auto-dialers) from us related to our various businesses and

affiliates, which may include co-promotions with or about other parties, except that if the scope of your consent for a particular subscription is limited that subscription will be so limited. **For each subscription, text "HELP" for help and text "STOP" to terminate (i.e., opt-out) of that subscription.** Subsequent or different subscriptions will be unaffected by an opt-out. You consent to receive a text confirming any opt-out as well as non-marketing administrative or transactional messages. For subscriptions to recurring text messages, you may receive up to the number of text messages per month specified in your consent, or to which you later consent. Alerts auto-renew unless otherwise specified when you consented. Your consent to receive text messages is not a condition of purchase, and no purchase is necessary. You understand that we will send mobile text messages using automated technology. If you subscribe to text messages you represent that you are 18 years of age or older, or have obtained parental consent. Standard message, data and other fees may be charged by your carrier, and carriers may deduct charges from pre-paid amounts or data allowances, for which you are responsible. Contact your carrier for details. If we are charging a premium rate for text messages, that will be explained in the applicable subscription consent. Not all phones and/or carriers are supported. We are the sponsor of our text messages and may be contacted regarding them at: iwonder@wondery.com.

- **Email Messages:** You may cancel or modify our email marketing communications you receive from us by following the instructions contained within our promotional emails. This will not affect subsequent subscriptions and if your opt-out is limited to certain types of emails the opt-out will be so limited. Please note that we reserve the right to send you certain communications relating to your account or use of our Service, such as administrative and service announcements and these transactional account messages may be unaffected if you choose to opt-out from receiving our marketing communications.

D. Location-Based Features. If GPS, geo-location or other location-based features are enabled on your Device, you acknowledge that your Device location may be tracked and may be shared with others consistent with the [Privacy Policy](#). Some Devices and platforms may allow disabling location-based features or managing such preferences. However, you can terminate Device location tracking on a mobile application by us by uninstalling the application. Territory geo-filtering is required in connection with use of some Service features due, for instance, to Content territory restrictions. The location-based services that may be offered in connection with Wondery's mobile app(s) or feature(s) are for individual use only and should not be used or relied on in any situation in which the failure or inaccuracy of use of the location-based services could lead directly to death, personal injury, or physical or property damage. Use location-based services at your own risk as location data may not be accurate.

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11. DISPUTE RESOLUTION

Certain portions of this Section 11 are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and Wondery agree that we intend that this Section 11 satisfies the "writing" requirement of the Federal Arbitration Act. This Section 11 can only be amended by mutual agreement.

A. First - Try to Resolve Disputes and Excluded Disputes. If any controversy, allegation, or

claim arises out of or relates to the Site, the Content, your UGC, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, "**Dispute**"), or to any of Wondery's actual or alleged intellectual property rights (an "**Excluded Dispute**"), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 11.A. Your notice to us must be sent to: Wondery, 8581 Santa Monica Blvd, Ste. 589, West Hollywood, CA 90069, (Attn: Legal Department). For a period of sixty (60) days from the date of receipt of notice from the other party, Wondery and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Wondery to resolve the Dispute or Excluded Dispute on terms with respect to which you and Wondery, in each of our sole discretion, are not comfortable.

B. Binding Arbitration. If we cannot resolve a Dispute as set forth in Section 11.A (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND WONDERY (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT - INCLUDING, BUT NOT LIMITED TO FRAUD, ANY OTHER INTENTIONAL TORT, OR NEGLIGENCE - COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE OR ADVERTISING CONNECTED TO THE PROVISION OR USE OF THE SERVICE. The Federal Arbitration Act ("**FAA**"), not state law, shall govern the arbitrability of all disputes between Wondery and you regarding these Terms (and any Additional Terms) and the Service. Wondery and you agree, however, that California or federal law shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and Wondery, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to California's choice of law principles that might apply other states' laws.

Disputes will be resolved solely by binding arbitration in accordance with the then-current commercial Arbitration Rules of the American Arbitration Association ("**AAA**"). If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to get a hearing then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("**JAMS**") using JAMS' streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of Wondery consent to in writing. If an in-person arbitration hearing is required, then it will be conducted in the "metropolitan statistical area" (as defined by the U.S. Census Bureau) where you are a resident at the time the Dispute is submitted to arbitration. You and we will pay the administrative and arbitrator's fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require Wondery to pay a greater portion or all of such fees and costs in order for this Section 11 to be enforceable, then Wondery will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitrator will apply applicable law and the provisions of these Terms and any Additional Terms, will be bound by these Terms and any Additional Terms, will determine any Dispute according to the applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party

seeking relief and only to the extent to provide relief warranted by that party's individual claim. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide. This arbitration provision shall survive termination of these Terms or the Service.

- C. **Limited Time To File Claims.** TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 11.A) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES - OR IT WILL BE FOREVER BARRED.
- D. **Injunctive Relief.** The foregoing provisions of this Section 11 will not apply to any legal action taken by Wondery to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Site, any Content, your UGC and/or Wondery's intellectual property rights (including such Wondery may claim that may be in dispute), Wondery's operations, and/or Wondery's products or services.
- E. **No Class Action Matters.** Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. YOU AND WONDERY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought to a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 11.B to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 11.F. Notwithstanding any other provision of this Section 11, any and all issues relating to the scope, interpretation and enforceability of this Section 11.E, including the class action waiver provisions contained herein, are to be decided only by a court of competent jurisdiction, and not by the arbitrator.
- F. **Federal and State Courts in Los Angeles, Los Angeles County, California.** Except to the extent that arbitration is required in Section 11.B, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute may only be instituted in state or Federal court in Los Angeles, Los Angeles County, California. Accordingly, you and Wondery consent to the exclusive personal jurisdiction and venue of such courts for such matters.
- G. **Small Claims Matters Are Excluded From Arbitration Requirement.** Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court, subject to Section 11.F.

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12. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, Wondery LLC and its direct and indirect parents, subsidiaries, affiliates and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, "**Wondery Parties**") hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, in connection with, or otherwise directly or indirectly related to, the Service (including the Content and the UGC), including without limitation:

- a. the functions, features, or any other elements on, or made accessible through, the Service;
- b. any Content, products, services, or instructions offered, referenced, or linked through the Service;
- c. security associated with your Account, UGC, or other data or information;
- d. whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- e. whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
- f. whether any defects to or errors on the Service will be repaired or corrected;
- g. whether the Service will be compatible with any other specific hardware, software or service;
- h. whether your access to the Service will be uninterrupted;
- i. whether the Service will be available at any particular time or location; and
- j. whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A WONDERY PARTY, WONDERY PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable, and you may have additional rights.

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13. LIMITATIONS OF OUR LIABILITY

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY WONDERY PARTIES BE RESPONSIBLE OR LIABLE FOR

ANY LOSS OR DAMAGES OF ANY KIND, including personal injury or death or for any direct, indirect, economic, exemplary, special, punitive, incidental, or consequential losses or damages of any kind, including without limitation loss of profits, in connection with, or otherwise directly or indirectly related to the Service (including the Content and the UGC), including without limitation:

- a. your use of or inability to use the Service, or the performance of the Service;
- b. any action taken in connection with an investigation by Wondery Parties or law enforcement authorities regarding your access to or use of the Service;
- c. any action taken in connection with copyright or other intellectual property owners or other rights owners;
- d. any errors or omissions in the Service's technical operation or security or any compromise or loss of your user-generated content or other data or information; or
- e. any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if Wondery Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you, and you may have additional rights.

EXCEPT AS MAY BE PROVIDED IN ANY APPLICABLE ADDITIONAL TERMS, TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL WONDERY PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID WONDERY IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A COURT OR TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY WONDERY OR A MANUFACTURER OF A PHYSICAL PRODUCT.

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14. WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF

TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IF YOU CLAIM THAT YOU HAVE INCURRED ANY LOSS, DAMAGES, OR INJURIES IN CONNECTION

WITH YOUR USE OF THE SERVICE, THEN THE LOSSES, DAMAGES, AND INJURIES WILL NOT BE DEEMED IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR TO OTHER EQUITABLE RELIEF OF ANY KIND. THIS MEANS THAT, IN CONNECTION WITH YOUR CLAIM, YOU AGREE THAT YOU WILL NOT SEEK, AND THAT YOU WILL NOT BE PERMITTED TO OBTAIN, ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, UGC, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY WONDERY (INCLUDING YOUR LICENSED UGC) OR A LICENSOR OF WONDERY.

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15. UPDATES TO TERMS.

These Terms (or if applicable Additional Terms), in the form posted at the time of your use of the applicable services to which it applies, shall govern such use (including transactions entered during such use). AS OUR SERVICE EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE SERVICE MAY PROSPECTIVELY BE MODIFIED AND WE MAY CEASE OFFERING THE SERVICE UNDER THE TERMS OR APPLICABLE ADDITIONAL TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO OR OTHERWISE USE THE SERVICE YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE TERMS AND CONDITIONS AND YOU AGREE THAT WE MAY NOTIFY YOU OF NEW TERMS BY POSTING THEM ON THE SERVICE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR USE OF THE SERVICE AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE NEW TERMS FOR YOUR NEW USE AND TRANSACTIONS. Therefore, you should review the posted Terms and any applicable Additional Terms each time you use the Service (at least prior to each transaction or submission). Any new Terms or Additional Terms will be effective as to new use and transactions as of the time that we post them, or such later date as may be specified in them or in other notice to you. However, the Terms (and any applicable Additional Terms) that applied when you previously used the Service will continue to apply to such prior use and any specific term to which we previously committed to apply those terms (if applicable) (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of new, revised or additional terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement occurs. You should frequently check the home page and the email you associated with your account for notices, all of which you agree are reasonable manners of providing you notice. You can reject any new, revised or additional terms by discontinuing use of the Service and related services.

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16. GENERAL PROVISIONS

- A. **Wondery's Consent or Approval.** As to any provision in these Terms or any Additional Terms that grants Wondery a right of consent or approval, or permits Wondery to exercise a right in its "sole discretion," Wondery may exercise that right in its sole and absolute discretion. No Wondery consent or approval may be deemed to have been granted by Wondery without being in writing and signed by an officer of Wondery.
- B. **Applicable Law.** These Terms and any applicable Additional Terms will be governed by and

construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with, the laws of the California, without regard to its conflicts of law provisions that might apply the laws of another jurisdiction.

- C. **Indemnity.** You agree to, and you hereby, defend (if we request), indemnify, and hold Wondery Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any Wondery Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your UGC; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any applicable Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) Wondery Parties' use of the information that you submit to us (including your UGC) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by Wondery Parties in the defense of any Claim and Losses. Notwithstanding the foregoing, Wondery Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. Wondery Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a Wondery Party.
- D. **Operation of Service; Availability of Products and Services; International Issues.** Wondery controls and operates the Service from its U.S.-based offices in the U.S.A., and Wondery makes no representation that the Service is appropriate or available for use beyond the U.S.A. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Service may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms, or Additional Terms, or to any sale of goods carried out as a result of your use of the Service.
- E. **Export Controls.** Software related to or made available by the Service may be subject to export controls of the U.S.A. To the extent required by U.S. law, no software from the Service may be downloaded, exported, or re-exported (i) into (or to a national or resident of) any country or other jurisdiction to which the U.S.A. has embargoed (which, as of the effective date of these Terms, includes Cuba, North Korea, Iran, Sudan, and Syria) has embargoed, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders, or (iii) to anyone on the U.S. Department of Commerce's Bureau of Industry and Security Entities List as published in the Export Administration Regulations (including entities engaged in weapons

of mass destruction proliferation in various countries and persons and entities that are suspected of diverting U.S. origin items to embargoed countries or terrorist end-uses). You are responsible for complying with all applicable trade regulations and laws both foreign and domestic. Except as authorized by U.S. law, you agree and warrant not to export or re-export the software to any country, or to any person, entity, or end-user subject to U.S. export controls or sanctions, including, without limitation, as set forth in subsections (i) - (iii) above.

- F. **Severability; Interpretation.** If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms (which will remain in full force and effect). To the extent not prohibited by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or any applicable Additional Terms, the word will be deemed to mean "including, without limitation." The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.
- G. **Communications and e-Contracting.** When you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. We will try to promptly respond to all inquiries, but we are not obligated to do so. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that any time you electronically transact, agree or consent via the Service is intended to be an electronic signature which binds you as if you had signed on paper. You agree that your use of the Service, other than to read the Terms and Privacy Policy, constitutes agreement to the Terms, and any applicable Additional Terms, then posted without further action by you.
- H. **Investigations; Cooperation with Law Enforcement; Termination; Survival.** Wondery reserves the right, without limitation and without any obligation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any applicable Additional Terms or any potential harm to our users or third parties, (iii) use and/or disclose any information obtained by Wondery in connection with the foregoing or to comply with law enforcement requests or legal requirements in accordance our [Privacy Policy](#), (iv) involve and cooperate with law enforcement authorities in connection with any of the foregoing matters, (v) prosecute violators of these Terms and any applicable Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any applicable Additional Terms, suspend or terminate your access to it, in whole or in part, including any user Accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Wondery under these Terms or any applicable Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from Wondery, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Wondery in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and

mandatory arbitration.

- I. **Assignment.** Wondery may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Wondery.
- J. **Complete Agreement; No Waiver.** These Terms, and any applicable Additional Terms, reflect our complete agreement regarding the Service and supersede any prior agreements, representations, warranties, assurances or discussion related to the Services. Except as expressly set forth in these Terms or any applicable Additional Terms, (i) no failure or delay by you or Wondery in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any applicable Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.
- K. **U.S. Government Restricted Rights.** If you are a U.S. government end user, then this provision applies to you. The Service provided in connection with these Terms has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as "commercial items," "commercial computer site" and/or "commercial computer site documentation." Consistent with DFARS section 227.7202 and FAR section 12.212 and to the extent required under U.S. federal law, the minimum restricted rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by these Terms and shall be prohibited except to the extent expressly permitted by these Terms.

L. **California Consumer Rights and Notices.**

California residents can obtain information on our privacy practices, including how we comply with the California Online Privacy Protection Act and the California Shine the Light Act in our [Privacy Policy](#).

Any California residents under the age of eighteen (18) who have registered to use the Service, and who have posted content or information on the Service, can request that such information be removed from the Service by contacting us at the email or address set forth in [Section 7](#) making such a request, stating that they personally posted such content or information and detailing where the content or information is posted. We will make reasonable good faith efforts to remove the post from prospective public view or anonymize it so the minor cannot be individually identified. This removal process cannot ensure complete or comprehensive removal. For instance, third-parties may have republished the post and archived copies of it may be stored by search engines and others that we do not control.

M. **Devices and Connectivity.**

We do not warrant that the software provided by Wondery to utilize the Service or any other software used in connection with the Wondery Service will be compatible with other third party software nor do we warrant that operation of the Service and the associated software

will not damage or disrupt other software or hardware. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service providers, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them. You further agree to look solely to the entity that manufactured and/or sold you the Device for any issues related to the Device and its compatibility with the Service and/or the Wondery software.

By using the Service, you agree that Wondery may change, alter, or modify the settings or configurations on your Device in order to allow for or optimize your use of the Service (e.g., save content, access data, enable services, etc.). For instance, our App may access and read accounts, data and/or content on your Device, add content to your Device, and change settings of your Device, for reasons such as showing you the location of things or people near you; saving App images, sound files and writing usage logs to the Device; sending Facebook and Twitter messages you initiate; sending and receiving data needed for App operations; and to provide you notice when you are not connected to a network. You consent to these activities by installing the App or otherwise using the Service. Your Device settings may enable you to disable, change or limit some of these activities, and you can disable all of them associated with the App by uninstalling the App.

You must be connected to the Internet for the entire time you are using the Service, the cost and provisions of which is your responsibility. The quality of the display of the Content may vary from Device to Device, and may be affected by a variety of factors, such as your Device, your location, the bandwidth available through and/or speed of your Internet connection. Wondery makes no representations or warranties about the quality of your Service experience on your Device or the ability of any Device to access or display the Content. In order to stream or download Content, your equipment must meet certain system requirements, including but not limited to having high-speed Internet access. You may not download or stream Content if you are located outside any designated territory and you will not try to circumvent territory restrictions (such as by using a proxy server). Please review any restrictions, including without limitation regarding simultaneous viewing, that may be posted from time to time and which shall be Additional Terms.

Any issues related to the Service and/or the Wondery software, including any system requirements, are covered and limited by this Agreement. Please refer to the Disclaimer of Representations and Warranties and Limitations of Liability provisions set forth in these Terms.

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17. TERMS APPLICABLE FOR APPLE IOS.

If you are accessing or using the Service through an Apple Device, see below for Additional Terms and conditions are applicable to you and are incorporated into the Terms by this reference.

TERMS APPLICABLE FOR APPLE IOS.

- i. To the extent that you are accessing the Service through an Apple Device, you acknowledge that these Terms are entered into between you and Wondery and, that Apple, Inc. ("**Apple**") is not a party to these Terms other than as third-party beneficiary as contemplated below.
- ii. The license granted to you in [Section 1](#) of these Terms is subject to the permitted Usage Rules set forth in the App Store Terms of Service (see:

<http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the Service.

- iii. You acknowledge that Wondery, and not Apple, is responsible for providing the Service and Content thereof.
- iv. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Service.
- v. To the maximum extent not prohibited by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Service.
- vi. Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and Wondery, Wondery, and not Apple is responsible for addressing any claims you may have relating to the Service, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims; (ii) any claim that the Service fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- vii. Further, you agree that if the Service, or your possession and use of the Service, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- viii. You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
- ix. When using the Service, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the Service.
- x. Your use of real time route guidance on the Service is at your sole risk. Location data may not be accurate.

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