

Terms of Use – Terms of Service

1. Your Acceptance

A. By using and/or visiting this website, collectively, including all Content available through TheFlyPod.com (the "Website"), you signify your agreement to these terms and conditions (the "Terms of Service"). If you do not agree to any of these terms, please do not use the Website.

B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version found here on this Website. TheFlyPod.com may, in its sole discretion, modify or revise these Terms of Service at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. TheFlyPod.com Website

A. These Terms of Service apply to all users and content contributors of TheFlyPod.com Website, and include all types of content, including but not limited to, audio tracks, video tracks, descriptive information, sound effects, visual imagery or effects, and other materials or services on or for the Website. TheFlyPod.com Website includes all aspects of TheFlyPod, including but not limited to the RSS feed channels.

B. TheFlyPod.com Website may contain links to third party websites that are not owned or controlled by TheFlyPod. TheFlyPod has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. Furthermore, TheFlyPod will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve TheFlyPod from any and all liability arising from your use of any third-party website.

C. Accordingly, we encourage you to be aware when you are re-directed or leave TheFlyPod Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. General Use of the Website -- Permissions and Restrictions

TheFlyPod hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

A. You agree not to distribute in any medium any part of the Website, including but not limited to podcast media files, without TheFlyPod's prior written authorization.

B. You agree not to alter or modify any part of the Website, or any of its related technologies.

C. You agree not to access TheFlyPod.com, or its content, through any technology or means other than the obvious methods provided on the pages of the Website itself.

D. You agree not to use the Website for any commercial use, without the prior written authorization of TheFlyPod. Prohibited commercial uses include, but are not limited to, any of the following actions taken without the express written approval of TheFlyPod:

- sale of access to the Website or its related content or services on or through another website;
- use of the Website or its related services for the primary purpose of gaining advertising or subscription revenue;
- the sale of advertising, on TheFlyPod Website or any third-party website, targeted to specific content of TheFlyPod.com;
- and any use of the Website or its related services that TheFlyPod finds, in its sole discretion, to use TheFlyPod's resources or User Submissions with the effect of competing with or displacing the market for TheFlyPod, TheFlyPod content, or its User Submissions.

E. You agree not to use or launch any automated system, including without limitation, bots, worms, robots, spiders spiders, or "offline readers," that access the Website in a manner that sends more request messages to TheFlyPod Website servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, TheFlyPod grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. TheFlyPod reserves the right to revoke these exceptions either generally or in specific cases. You agree not to solicit, for commercial purposes, any users or content providers of the Website with respect to their content creations or interests.

F. You will otherwise comply with the terms and conditions of these Terms of Service, and all applicable local, national, and international laws and regulations.

G. TheFlyPod reserves the right to discontinue any aspect or functionality of TheFlyPod Website at any time.

4. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on TheFlyPod Website.

A. The content on TheFlyPod Website, includes without limitation, the text, software, scripts, voiceovers, sound effects, audio tracks, video tracks, video effects, graphics, photo images, mixed sounds, music, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to TheFlyPod, subject to copyright and other intellectual property rights existing under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be copied, edited, reproduced, morphed, re-sampled, given away, distributed, transmitted, broadcast, podcast, video cast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. TheFlyPod reserves all rights not expressly granted in and to the Website and the Content. All Content is made available "as is."

B. You may access our Content solely:

- for your information and personal use;
- as intended through the normal functionality of TheFlyPod Website; and
- for personal streaming or downloading.

C. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution to third parties for any commercial purposes or for pecuniary gain.

D. You agree not to circumvent, disable or otherwise interfere with security-related features of TheFlyPod Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of TheFlyPod Website or the Content therein.

E. You understand that when using TheFlyPod Website, you will be exposed to Content from a variety of origination sources, and that TheFlyPod is not responsible for the accuracy, usefulness, safety, or appropriateness of such Content. You further understand and acknowledge that you may be exposed to Content which is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against TheFlyPod with respect thereto, and agree to indemnify and hold TheFlyPod, its Owners/Operators, affiliates, show hosts, sponsors, advertisers, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the website.

5. Show Host and Show Guest Content Submissions, Participation, Conduct and Compensation

A. As a show Host or show Guest on TheFlyPod Website you may submit audio or video content ("User Content") and textual content ("Show Descriptions"). Audios, videos, visual images and Show Descriptions are collectively referred to as "User Content." You understand that whether or not such User Content is published on our website, TheFlyPod does not guarantee any confidentiality with respect to any such User Content.

B. You shall be solely responsible for your own User Content and the consequences of posting or publishing it or them. In connection with User Content, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use that which is submitted as User Content, and authorize TheFlyPod usage of the same in reference to all patent, licensing, trademark, trade secret, copyright or other proprietary rights in and to any and all User Content to enable inclusion and use of the User Content in the manner contemplated by the Website and these Terms of Service.

C. As a show Host or show Guest, you hereby grant to TheFlyPod, its affiliates, successors, assigns and licensees, the right in perpetuity throughout the world to receive and accept, record, reproduce, edit, mix, distribute, podcast, broadcast, translate, syndicate, advertise, license, sell, and otherwise use a reproduction(s) of your recorded material, voice likeness and/or visual image, in addition to your name and title, and that of your guests, in connection with the direct or indirect distribution or sale of any products or services offered by TheFlyPod.

You release, discharge, and agree to save harmless their legal representatives or assigns and all persons acting under their permission or authority or those for whom they are acting, from any liability associated with the content of any podcast audio track or video track and furthermore, *a*) any change in the audio qualities of your voice likeness which may be caused by distortion, alteration, podcasting, recording, or editing, whether intentional or otherwise, which may occur or be produced in any recording track of said voice likeness or visual image; *b*) any change in the level or quality of personal attention or celebrity status you may experience resulting from any audio or video show(s). TheFlyPod reserves the right to edit or translate any content of a recorded audio or video track, as it determines fitting, in its exclusive and sole discretion.

You hereby waive any right that you may have to inspect and/or approve the finished product(s) created by TheFlyPod wherein said voice likeness or visual image is contained or utilized. Furthermore, you acknowledge that TheFlyPod holds exclusive and sole ownership, copyrights and distribution rights to any and all audio or video recordings containing your submitted material or said voice likeness or visual image appertaining to this Terms of Service agreement, and you acknowledge and agree that your participation in any recording(s) is purely voluntary and that you will not receive any current or future compensation or reward for your participation, in any form whatsoever. Hosts who have executed an Independent Sales Agent Agreement with TheFlyPod organization are subject to payments, pursuant to the specific terms and conditions of said agreement.

D. In connection with User Content, you further agree that you will not submit material that is copyrighted, protected by trade secret or is otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are in-fact the owner of such rights or have permission from their rightful owner to post or submit the material and to grant TheFlyPod all of the rights and authorities granted herein.

E. TheFlyPod does not necessarily endorse any User Content or any opinions, recommendations, or advice expressed therein, and TheFlyPod expressly disclaims any and all liability in connection with User Content. TheFlyPod does not knowingly permit copyright infringing activities and infringement of intellectual property rights on its Website, and TheFlyPod will remove any Content and User Content if properly notified that such Content or User Content infringes on another's intellectual property rights. TheFlyPod reserves the right to remove Content and User Content without any prior notice..

6. User Content Policy

A. TheFlyPod reserves the sole right to decide whether Content or a User Content is appropriate and complies with these Terms of Service for violations other than copyright infringement and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or hate speech. TheFlyPod may remove such User Content if in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

B. TheFlyPod reserves the right to remove any of the following information, which may be published or posted on the website by a user or show host: surnames; Social Security numbers; GPS coordinates; corporate or other business identification numbers; business names; personal or business addresses (physical or mailing); email addresses; website domain names; social media accounts information; and hyperlinks.

7. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE THEFLYPOD WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THEFLYPOD, ITS OWNERS, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THEFLYPOD MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, WORMS, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, RECITED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THEFLYPOD WEBSITE. THEFLYPOD DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THEFLYPOD WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING OR SPONSORSHIP MESSAGE, AND THEFLYPOD WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

8. Limitation of Liability

IN NO EVENT SHALL THEFLYPOD, ITS OWNERS, ITS OFFICERS, SHOW HOSTS, CONTRACTORS, ADVERTISERS, SPONSORS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE

SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, WORMS, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THEFLYPOD WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT THEFLYPOD SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Website is controlled and offered by TheFlyPod from its facilities in the United States of America. TheFlyPod makes no representations that TheFlyPod Website is appropriate or available for use in other locations. Those who access or use TheFlyPod Website from other jurisdictions do so at their own volition and are responsible for compliance with their local laws.

9. Indemnity

You agree to defend, indemnify and hold harmless TheFlyPod, its parent company, officers, directors, contractors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to TheFlyPod Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your User Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of TheFlyPod Website.

10. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as TheFlyPod Website is not intended for children under 13. If you are under 13 years of age, then please do not use TheFlyPod Website. Talk to your parents about what sites are appropriate for you.

11. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by TheFlyPod without restriction.

12. General

You agree that: (i) TheFlyPod Website shall be deemed solely based in Ohio; and (ii) TheFlyPod Website shall be deemed a passive website that does not give rise to personal jurisdiction over TheFlyPod, either specific or general, in jurisdictions other than Ohio. These Terms of Service shall be governed by the laws of the State of Ohio, without respect to its conflict of laws. Any claim or dispute between you and TheFlyPod that arises in whole or in part from TheFlyPod Website shall be decided exclusively by a court of competent jurisdiction located in Hamilton County, Ohio. These Terms of Service, together with any other legal or policy notices published by TheFlyPod on the Website or presented to you in-person, shall constitute the entire agreement between you and TheFlyPod concerning TheFlyPod Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and TheFlyPod's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. TheFlyPod reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of TheFlyPod Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND THEFLYPOD AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THEFLYPOD WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.