

TERMS OF SERVICE

By using any of the Podcasting Explained services, you are required to read, understand and agree to these terms.

THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE PODCASTING EXPLAINED SERVICES (“SERVICES”). BY USING THE PODCASTING EXPLAINED SERVICES YOU AGREE TO THESE TERMS, AS SUCH MAY BE AMENDED FROM TIME TO TIME AT PODCASTING EXPLAINED’ ABSOLUTE DISCRETION. IF YOU DO NOT AGREE TO THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICES.

These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

ACCEPTANCE OF TERMS

The web pages available at podcasting-explained.com and all linked pages (“Site”), are owned and operated by Lorenzo Marino and are accessed by you under the Terms of Use described below (“Terms”). Please read these terms carefully before using the services. By accessing the site, viewing any content, or using any services available on the site (as each is defined below) you are agreeing to be bound by these terms. If you disagree with any part of the terms then you may not access the site.

DESCRIPTION OF SERVICE

The Site is an online service provider that offers fast-turnaround editing and consulting services to established podcasters. Services include but are not limited to, any service and/or content Podcasting Explained makes available to or performs for you, as well as the offering of any materials displayed, transmitted, or performed on the Site or through the Services.

Your access to and use of the Site may be interrupted from time to time as a result of equipment malfunction, updating, maintenance, or repair of the Site or any other reason within or outside the control of Podcasting Explained. Podcasting Explained reserves the right to amend, suspend or discontinue the availability of the Site and/or any Service and/or remove any Content at any time at its sole discretion and without prior notice.

Podcasting Explained **does not support producing more than one podcast per subscription or more than one episode within the given 60-minute RAW content length.**

So for example, if you purchase 1 single 60-minute episode, you can’t submit 2 different episodes that are 30 minutes long each, trying to fit them in there, as the workload is not equal.

The **included revisions** are meant as “changes within the scope of what was discussed and provided during the episode submission”. Included revisions are not meant to be used to provide a workload that’s way outside the scope of what was discussed.

For example, wanting to add a lot more files to the project that should have been provided upfront once the work is already performed, or having not discussed a crucial preference that causes most of the service to have to be performed again from scratch, or not specifying which segment to extract for shorts/reels upfront and wanting to change to a whole different segment altogether once the work is already performed. These are some examples of behaviors that do not qualify to be considered as included revisions. What qualifies or not it's not limited to these examples and it is ultimately determined by Podcasting Explained judgment, and it will be decided on a case-by-case basis, to prevent revisions from being abused and incentivize mutual respect and clear communication upfront. In these rare cases, the revisions will have to be paid as **extra revisions** at an hourly rate, as explained in the extra fees section of the Terms and Conditions.

Assets, including but not limited to, music, SFX, intros, outros, images, motion graphics, specific fonts, etc... are not sourced, licensed, or provided as part of the podcast editing services. If you want to include them in the project it's your responsibility to source them, have the correct license to use them, and provide them in the episode submission. In the case of graphics, they also have to be compatible with our video editing software DaVinci Resolve, unless they are provided in video format. When it comes to Thumbnail creation the assets like images and fonts will be those included and licensed in the Canva Pro Software which we'd be able to use as part of the design service. Things like custom motion graphics, infographics, complex animations/transitions, green screen, etc.. are outside the scope of these podcast editing services. Things not included as part of the Services are not limited to these examples and are the sole discretion of Podcasting Explained. The client agrees that, after the services are performed and the deliverable is published, it might be linked for portfolio purposes on the site along with the podcast cover art, and any relevant reviews, or testimonials unless an NDA is signed and agreed upon by both parties upfront.

PAYMENT

The client agrees to pay for the Services requested before services are rendered. You agree that you will pay for the Services and that Podcasting Explained may charge your payment method for any services purchased and for any additional amounts (including any taxes, overages, additional fees, and late fees, as applicable) that may be accrued.

Podcasting Explained will always communicate these additional charges to you before Processing. If the Client purchases a monthly subscription, the agreed amount will be charged regardless if the Client uses all of the episodes or features available in that given month, and the unused episodes or features will not accrue. You can pause or cancel the subscription by notifying Podcasting Explained, after you request a cancellation you would still have access to the subscription services that are part of the billing cycle you already paid for. A billing cycle is a 30-day period that starts from the day you purchased the subscription, and repeats overtime, charging the agreed amount every 30 days.

You are solely responsible for the timely payment of all fees and for providing Podcasting Explained with a valid payment method for the payment of all fees. Under no circumstances will

Podcasting Explained be held accountable for incurred fees due to a lack of service use, or subscription charges not monitored by the client.

Podcasting Explained has the right to amend its pricing at its sole and exclusive discretion, provided that such changes will not apply to or affect any orders for Services submitted to Podcasting Explained by Client before the effective date of any such changes.

If invoicing is arranged for certain services, the Client agrees to pay the amount due in full within 30 days of the invoice received to date, understanding that Services may not begin until payment is received. Podcasting Explained does not offer price protection or refunds in the event of a price reduction or promotional offering. When submitting RAW episodes longer than the standard 60 minutes Client authorizes Podcasting Explained to process the payment of the additional fee. Any discount coupon codes are meant to be used one time only, as a first-time purchase from a new client, and for a single episode only. In any other scenario, the discount code won't be usable.

ADDITIONAL FEES

Extra RAW content length. RAW dialogue content that will be edited by Podcasting Explained for greater than 60 minutes is subject to an extra charge for each additional 15 minutes of RAW content. RAW Podcast Recording length and corresponding additional fees are as follows:

Audio Podcast: up to 60 minutes = no additional fee;

61 to 75 minutes = \$30 additional fee; 76 to 90 minutes = \$60 additional fee; 91 to 105 minutes = \$90 additional fee; 106 to 120 minutes = \$120; 121 to 135 = \$150; 136 to 150 = \$180; 151 to 165 = \$210; 166 to 180 = \$240; Raw episodes longer than 150 minutes and greater are subject to approval by Podcasting Explained.

Video Podcast: up to 60 minutes = no additional fee;

61 to 75 minutes = \$45 additional fee; 76 to 90 minutes = \$90 additional fee; 91 to 105 minutes = \$135 additional fee; 106 to 120 minutes = \$180; 121 to 135 = \$150; 136 to 150 = \$270; Raw episodes longer than 150 minutes are subject to approval by Podcasting Explained.

24 hrs Delivery: Rush Requests may be requested by the Client but are not guaranteed. A rush request for our production is \$100/episode. Rush requests for episodes over 60 RAW minutes cost \$150/episode. Requesting an episode to be fully edited within 24 hrs of the files submissions will constitute a rush. Requesting revisions on a very tight deadline can delay the final delivery and exceed 24 hrs, though the rush fee and the service will still have to be paid in full.

Extra Revisions: If you wish to request more changes that exceed the revisions included in your service or package, this can be done but this extra time consumption will be covered by an additional fee.

Extra revisions will be charged at a rate of 75\$/per worked hour, so the more time-consuming the changes are the more it will cost, and the extra revision fee will be included in an invoice payable within 30 days from it being received.

4k+ Video Files: 4k or higher video footage, or raw uncompressed video codecs (very rare for podcasts), will cost an extra 120\$ fee per episode as they generate way more workload due to the increased download times, upload times, rendering times, storage space, heavier processing, and the likelihood of crashes. The best-recommended video format in 2023 is still 1080p H264/H265.

Highly Custom or longer Shorts: Both shorts and audiograms will have included human corrected/timed basic captions (one consistent color) and have basic branding customization (color palette of your brand, cover art, your brand font, etc..) and they can be up to 60 seconds long. This is what is included in the packages as a short or audiogram.

For longer shorts that exceed 60 seconds, the fee is 40\$ per extra final minute (For example a 120 seconds shorts would cost 40\$ more, as it takes twice as much to manually transcribe and time the captions). If you require the short to have emojis, changes of colors in specific words in the captions, multiple SFX, multiple custom animations, or transitions, there is an extra fee of 50\$ per short. This fee is not limited to these examples only and is at the full discretion of Podcasting Explained.

RELEASE AND INDEMNITY

You hereby expressly and irrevocably release and forever discharge Podcasting Explained, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors, and assigns of and from any actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity which you ever had, now have, or hereafter can, shall, or may have, for or because of, or arising directly or indirectly out of your use of the site and the Services.

You hereby agree to indemnify and hold harmless Podcasting Explained, its affiliated and associated companies, and their respective directors, officers, employees, agents, representatives, independent and dependent contractors, licensees, successors, and assigns from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, punitive, exemplary, and indirect damages), and reasonable attorneys' fees, relating to, resulting from, or arising out of, in whole or in part (i) any breach of these Terms, whether or not deemed to be material or immaterial; (ii) the use of or reliance upon the Services, by you or any person acting on your behalf; or (iii) any material or immaterial violation of any rights, title, or interests of any third party.

LIMITATION OF LIABILITY

In no event shall Podcasting Explained be liable to You under any legal or equitable theory, including but not limited to contract, tort, strict liability, negligence, common law, or with respect to the site, the service, or any content (i) for any lost profits, loss of use, or actual, special, indirect, incidental, punitive, or consequential damages of any kind whatsoever. You understand that your sole remedy for any damages you allege have been sustained as a result of the service is to cancel your subscription.

Podcasting Explained, and their licensees, affiliates, and licensors make no warranties, express or implied with respect to the services, including without limitation any express or implied warranty of merchantability or fitness for a particular purpose. Your sole remedy and our sole liability shall be your ability to terminate the service effective upon receipt by Podcasting Explained of your written notice of termination to the fullest extent allowed by applicable law.

THIRD-PARTY MATERIALS

Certain services available may include materials from third parties. Podcasting Explained may provide links to third-party websites as a convenience to you. You agree that Podcasting Explained is not responsible for examining or evaluating the content or accuracy and does not warrant and will not have any liability or responsibility for any third-party materials or websites, or any other materials, products, or services of third parties. You agree that you will not use any third-party materials in a manner that would infringe or violate the rights of any other party and that Podcasting Explained is not in any way responsible for any such use by you.

TERMINATION & CANCELLATION

Cancellation can occur at any time. You are never required to stay with Podcasting Explained, we'd prefer you have the option to leave if you are unhappy with our service and give us feedback on how we can serve you better. Podcasting Explained may terminate or suspend all Services immediately, without prior notice or liability, for any reason whatsoever, or no reason, including without limitation if you breach the Terms. Upon termination, your right to use the Services will immediately cease. If you wish to terminate your contract, you must Contact us with your termination request. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability. When it comes to the refund policy, all sales are final and no refunds will be issued due to the nature of the service, as the time and energy spent creating the deliverable can't be returned by the Client. You can contact us through the contact page to issue a termination request.

CHANGES

Podcasting Explained reserves the right, at its sole discretion, to modify or replace the terms at any time. If the alterations constitute a material change to the terms, Podcasting Explained will notify you by posting an announcement on the site. What constitutes a material change will be determined at Podcasting Explained's sole discretion. You shall be responsible for reviewing and becoming familiar with any such modifications. Using any service or viewing any content following notification of a material change to the terms shall constitute your acceptance of the Terms as modified.

MISCELLANEOUS

No agency, partnership, joint venture, or employment is created as a result of the Terms and you do not have any authority of any kind to bind Podcasting Explained in any respect whatsoever. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder. Podcasting Explained shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Podcasting Explained's reasonable control, including, without limitation, mechanical, electronic, or communications failure or degradation (including "line-noise" interference). If any provision of the Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. Both parties agree that the Terms are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancel all previous written and oral agreements, communications, and other understandings relating to the subject matter of the Terms and that all modifications must be in writing signed by both parties, except as otherwise expressly provided herein.

DELIVERY

Podcasting Explained will start processing an episode only once ALL files have been submitted in an accessible or usable format. If the content submitted is unclear, incomplete, appears to be inaccurate, corrupted, or in an unusable format, the production of the episode will be delayed. If only part of the content for an episode is uploaded, the Client must notify Podcasting Explained when the remaining files will be uploaded as production will not begin until all content is submitted for production.

The turnaround time starts from the time all RAW files, instructions, and assets needed to complete the episode are submitted. Once an episode is edited, it will be shared back with the Client for review. In the case of Podcast Audits, and Podcast Launches, the turnaround advertised is just an estimate based on how long it takes on average, and it can vary depending on the unique needs of the podcast and the responsiveness of the client.

Rush - While we cannot guarantee the ability to rush an episode's processing sooner than the standard turnaround, the Client can make a 24-hour turnaround request when submitting an episode. If the Client submits a rush request on an episode, a rush fee will apply (per request). The rush fee is \$100 per request. All rush requests on episodes with RAW dialogue over 60 minutes will also require a \$150 rush fee.

Episodes that require revisions will be subject to an additional 48 hours for revisions to be completed and returned to the Client for review and approval from the time the request is received. If a revision request is not submitted properly it may delay the processing of the revision request.

Scheduling and Publishing - Accurate client hosting credentials must be provided to Podcasting Explained at least 48 business hours before the posting of the first episode. If the Client does not indicate the episode is approved, Podcasting Explained will not post the episode until confirmation of approval is received.

Creative Content - When the Client purchases creative content such as thumbnails, podcast cover art, show notes, marketing, and social content, Podcasting Explained will require that the Client provides adequate clarity and direction on these services to deliver assets on time for review.

When necessary Podcasting Explained will require specific details to be submitted for review before beginning the process of creating and developing such content. Any delay in submitting the needed direction and details to Podcasting Explained will result in a prolonged process and delivery of the assets to the Client.

PRIVACY POLICY

At Podcasting Explained, accessible from <https://www.podcasting-explained.com>, one of our main priorities is the privacy of our visitors. This Privacy Policy document contains types of information that is collected and recorded by Podcasting Explained and how we use it. If you have additional questions or require more information about our Privacy Policy, do not hesitate to contact us.

GENERAL DATA PROTECTION REGULATION (GDPR)

We are a Data Controller of your information.

Podcasting Explained legal basis for collecting and using the personal information described in this Privacy Policy depends on the Personal Information we collect and the specific context in which we collect the information:

- Podcasting Explained needs to perform a contract with you
- You have given Podcasting Explained permission to do so
- Processing your personal information is in Podcasting Explained legitimate interests
- Podcasting Explained needs to comply with the law

Podcasting Explained will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy.

We will retain and use your information to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our policies.

If you are a resident of the European Economic Area (EEA), you have certain data protection rights. If you wish to be informed what Personal Information we hold about you and if you want it to be removed from our systems, please contact us. In certain circumstances, you have the following data protection rights:

- The right to access, update, or delete the information we have on you.
- The right of rectification.
- The right to object.
- The right of restriction.
- The right to data portability
- The right to withdraw consent

LOG FILES

Podcasting Explained follows a standard procedure of using log files. These files log visitors when they visit websites. All hosting companies do this and are a part of hosting services analytics. The information collected by log files includes internet protocol (IP) addresses, browser type, Internet Service Provider (ISP), date and time stamp, referring/exit pages, and possibly the number of clicks. These are not linked to any information that is personally identifiable. The purpose of the information is for analyzing trends, administering the site, tracking users' movement on the website, and gathering demographic information.

COOKIES AND WEB BEACONS

Like any other website, Podcasting Explained uses 'cookies'. These cookies are used to store information including visitors' preferences, and the pages on the website that the visitor accessed or visited. The information is used to optimize the users' experience by customizing our web page content based on visitors' browser type and/or other information.

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GOOGLE DOUBLECLICK DART COOKIE

Google is one of the third-party vendors on our site. It also uses cookies, known as DART cookies, to serve ads to our site visitors based upon their visit to www.podcasting-explained.com and other sites on the internet. However, visitors may choose to decline the use of DART cookies by visiting the Google ad and content network Privacy Policy at the following URL – <https://policies.google.com/technologies/ads>

OUR ADVERTISING PARTNERS

Some of the advertisers on our site may use cookies and web beacons. Our advertising partners are listed below. Each of our advertising partners has its own Privacy Policy for their policies on user data.

PRIVACY POLICIES

You may consult this list to find the Privacy Policy for each of the advertising partners of Podcasting Explained.

Third-party ad servers or ad networks use technologies like cookies, JavaScript, or Web Beacons that are used in their respective advertisements and links that appear on Podcasting Explained, which are sent directly to users' browser. They automatically receive your IP address when this occurs. These technologies are used to measure the effectiveness of their advertising campaigns and/or to personalize the advertising content that you see on websites that you visit. Note that Podcasting Explained has no access to or control over these cookies that are used by third-party advertisers.

THIRD-PARTY PRIVACY POLICIES

Podcasting Explained's Privacy Policy does not apply to other advertisers or websites. Thus, we are advising you to consult the respective Privacy Policies of these third-party ad servers for more detailed information. It may include their practices and instructions about how to opt out of certain options.

You can choose to disable cookies through your individual browser options. To know more detailed information about cookie management with specific web browsers, it can be found on the browsers' respective websites.

CHILDREN'S INFORMATION

Another part of our priority is adding protection for children while using the internet. We encourage parents and guardians to observe, participate in, and/or monitor and guide their online activity.

Podcasting Explained does not knowingly collect any Personal Identifiable Information from children under the age of 13. If you think that your child provided this kind of information on our website, we strongly encourage you to contact us immediately and we will do our best efforts to promptly remove such information from our records.

ONLINE PRIVACY POLICY ONLY

Our Privacy Policy applies only to our online activities and is valid for visitors to our website with regard to the information that they shared and/or collect in Podcasting Explained. This policy is not applicable to any information collected offline or via channels other than this website.

CONSENT

By using our website, you hereby consent to our Privacy Policy and agree to its terms.