

Podly Privacy Policy & Terms of Service

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Welcome to **Podly Podcasts** (“**Podly**,” “**we**,” “**us**,” or “**our**”). This one-page document contains both our Privacy Policy and our Terms of Service, which together govern your use of the Podly Podcasts application (the “**Service**”). By using Podly, you agree to these terms and policies. If you do not agree, please discontinue use of the Service.

Privacy Policy

Your privacy is important to us. This Privacy Policy explains what information we collect, how we use and share it, and your rights regarding your information. Podly Podcasts complies with applicable privacy laws in the US (including California **CCPA/CPRA**, Virginia **VCDPA**, etc.), EU/UK (**GDPR**), Canada (**PIPEDA**), Australia, Brazil (LGPD), and other jurisdictions.

Information We Collect

- **User-Provided Data:** Currently, Podly does **not require account registration** or collect personal identifiers like your name or email. You can take notes while listening

to podcasts; these notes (with timestamps) are stored by us as user-generated content. If you contact us (e.g., via email for support), we will collect the information you provide (such as your email address and any details in your message). In the future, if we introduce Podly accounts or direct logins, we may collect personal information such as login credentials or contact details, but we will update this Policy and notify users beforehand.

- **Third-Party Platform Data:** Podly integrates with third-party podcast providers (e.g., using the Spotify API to play podcasts). We do not receive your Spotify or Apple Music account information beyond what is necessary to stream content (for instance, an authentication token). We do *not* store your Spotify/Apple login credentials. All podcast audio content is provided via those third-party platforms under their terms; Podly simply facilitates playback.
- **Usage and Activity Data:** We collect information about your activity in the app to improve the Service. This includes the **notes and timestamps** you create, and **podcast listening metrics** such as what episodes or segments you listened to, skipped, or completed. This data helps us provide features like resuming playback and also allows us to generate **anonymized, aggregated insights** for podcast hosts (for example, *“70% of listeners listened to Segment A”*). These insights do **not** identify you personally; they are combined across all users. We do not share individual users' listening behavior or notes with podcast hosts or other users.
- **Device and Technical Data:** Like many apps, we automatically collect certain technical data when you use Podly. This includes your device type, operating system, app version, and **Internet Protocol (IP) address**, as well as timestamps of access and usage logs. We use this data to **debug issues** and ensure the Service works properly across devices.
- **Cookies and Tracking Technologies:** Podly uses cookies or similar technologies for functionality and analytics. For example, if you use our web interface, we (or our providers) may set:
 - **Essential cookies** - required for the Service to function (e.g., to keep you logged in or remember your preferences, if applicable).
 - **Analytics and performance cookies** - used by **Google Analytics** to collect data about how you use Podly (e.g. pages or features used, time spent) so we can improve the app. These cookies and the data collected may qualify as personal data (e.g., they may capture your IP address or device identifier)gdpr.eu.
 - **Error tracking** - we use tools like **Sentry** and session tracking software to log app errors and user interface events, helping us diagnose and fix bugs. These tools might utilize unique IDs or cookies to track a session and collect device information at the time of an error.

- **Cookie Consent (EU/UK):** If you are in the EU or UK, we will obtain your consent **before** using any non-essential cookies or trackers, in compliance with the GDPR and the ePrivacy Directive gdpr.eu. You will see a cookie banner or pop-up requesting your opt-in for analytics or similar cookies. You are free to decline such cookies and still use the essential features of the Service. You can also withdraw consent or adjust cookie preferences at any time (for instance, via the banner settings or your browser settings). Our Cookie usage details are explained in this Privacy Policy (serving as our Cookie Policy).

Cookie Choices (Global): Regardless of location, you can set your browser or device settings to refuse or delete cookies. However, note that disabling cookies may affect certain features (for example, analytics or error tracking won't function, but core note-taking and playback will still work). For Google Analytics specifically, Google provides an opt-out browser add-on if you wish to prevent data collection by GA on websites.

How We Use Your Information

We use the collected information for the following purposes:

- **Providing and Improving the Service:** We store your notes and timestamps to allow you to review them and sync with podcast playback. Listening activity data enables features like playback position saving and content recommendations in the future. Analytics data (e.g. usage patterns) helps us understand user engagement and improve UI/UX and functionality.
- **Aggregated Insights to Hosts:** As noted, we generate anonymized aggregate statistics for podcast content creators. For example, we might inform a podcast host that a certain percentage of their listeners using Podly listened to the entire episode or that a particular segment was highly noted by users. These insights contain no personal identifiers - hosts cannot see your individual notes or personal details, only collective trends.
- **Debugging and Maintenance:** Technical and session data (device info, error logs, etc.) are used to troubleshoot issues, monitor performance, and secure the Service. This helps us keep Podly reliable and secure.
- **Communication:** If you reach out with questions or feedback, we will use your contact information to respond. We may also send service-related communications (e.g., policy updates or critical notices) to your email if you have provided it.
- **Legal Compliance and Protection:** Where necessary, we will use or disclose information to comply with legal obligations, enforce our Terms of Service, or protect the rights, property, or safety of Podly, our users, or others. This includes using data to prevent fraud, security breaches, or other potentially illegal or harmful activities.

How We Share or Disclose Information

We take your privacy seriously and **do not sell your personal information** to third parties for monetary or other valuable consideration. In the past 12 months, Podly has **not sold or “shared”** personal information as defined under the California Consumer Privacy Act (CCPA) and the California Privacy Rights Act (CPRA). We only share your information in the following circumstances:

- **Service Providers:** We use trusted third-party service providers to operate and support Podly, and we may share data with them as necessary for their services. These include:
 - **Hosting and Infrastructure:** Our front-end is hosted on Vercel and our backend on Amazon Web Services (AWS) in multiple geographic regions. Your data (notes, usage data, etc.) is stored and processed on these servers. AWS and Vercel act as our processors and are bound to protect your data under strict confidentiality and security obligations.
 - **Analytics:** Google Analytics is employed to gather usage statistics (as described above). Google may process certain data for analytics on our behalf. We have configured Google Analytics in compliance with privacy laws (e.g., IP anonymization where applicable).
 - **Error/Debugging Tools:** Sentry (for error tracking) and any session replay/debugging tool we use will process data (error logs, UI events) to help us fix issues. These providers access only the data necessary for debugging and are not permitted to use it for any other purposes.
 - **Other Vendors:** If we use additional tools (e.g., for email communication, customer support, etc.), they will similarly be bound by privacy and security obligations.
- We ensure that all service providers handle user data only **per our instructions** and in compliance with this Privacy Policy. Where required by law (e.g., GDPR), we have data processing agreements in place with these providers to safeguard your information.
- **Podcast Platforms:** When you play a podcast via Podly, you might actually be streaming from a third-party platform (such as Spotify’s servers). In those cases, **Spotify or the relevant platform** may receive certain data (e.g., that your device played a particular episode) under their own privacy policies. Podly itself does not send your personal data to podcast hosts or platforms beyond what is necessary for playback (such as the content request to stream the audio). We recommend reviewing those platforms’ privacy policies for details on their data practices.
- **Aggregated Data to Podcast Hosts:** As discussed, we may share **aggregated, non-personal** listening insights with podcast creators or hosts. For example, we might provide a dashboard to a host showing overall listener trends for their show.

These reports **contain no personal information** and cannot be used to identify any individual user.

- **Legal Requirements and Business Transfers:** We may disclose information if required to do so by law or legal process (e.g., in response to a valid subpoena or court order), or when we believe in good faith that disclosure is necessary to protect our rights, your safety or the safety of others, investigate fraud, or respond to a government request. Additionally, if Podly undergoes a business transaction such as a merger, acquisition, or sale of assets, user information may be transferred to the successor entity. If such a transfer occurs, we will ensure the recipient honors the commitments of this Privacy Policy (or we will notify you and obtain any required consents).

We do **not** share your personal data with advertisers or data brokers, nor do we engage in cross-context behavioral advertising at this time. If our practices change (for instance, if we ever consider sharing data for advertising purposes), we will update this Privacy Policy and, if you are in California, provide a “Do Not Sell or Share My Personal Information” link or mechanism as required by law.

Data Security and International Transfers

Podly is committed to protecting your data. We implement **industry-standard security measures** to safeguard personal information, including encryption in transit (SSL/TLS) and at rest (for stored data), firewall protections, and strict access controls. Our team and service providers are trained to handle data securely. However, no method of transmission or storage is 100% secure, so while we strive to protect your information, we **cannot guarantee absolute security**. You are responsible for keeping any devices or credentials you use to access Podly secure.

Because we use cloud infrastructure (AWS, etc.) that may be located in various countries (including the United States and possibly others), your information **may be transferred to and stored on servers outside of your state, province, or country**. Users in the EU/UK should note that if we transfer personal data out of the European Economic Area (EEA) or UK, we will ensure appropriate safeguards are in place to comply with GDPR requirements for international transfers. This may include using Standard Contractual Clauses or other lawful transfer mechanisms to ensure your data receives a level of protection equivalent to that in the EU. By using Podly, you acknowledge that your data may be processed in countries with different data protection laws than your home jurisdiction, but always in accordance with this Privacy Policy.

Data Retention

We retain your personal data only for as long as necessary to fulfill the purposes outlined in this Policy, unless a longer retention period is required or permitted by law. For example, notes and listening data are kept while you continue to use the Service so that you have ongoing access to your notes and history. If you delete a note (or if in the future you delete an account), we will delete or anonymize that data, except for any data we are required to

keep for legal compliance or legitimate business purposes (e.g., backup archives, security logs). Analytics and aggregate data may be retained to analyze and improve our services, but this data will not identify individual users.

Your Rights and Choices

We respect your rights over your personal information. Depending on your jurisdiction, you may have some or all of the following rights:

- **Access and Portability:** You have the right to request a copy of the personal data we hold about you, and to obtain it in a commonly used, machine-readable format (data portability). This allows you to, for example, get a transcript of your notes or a report of your listening history, or to transfer your data to another service.
- **Rectification:** If any personal information we have is incorrect or incomplete, you have the right to request that we correct or update it. *(Note: Because Podly currently collects minimal personal data, this mostly would apply if, for instance, in the future you create an account and your profile info needs correction.)*
- **Erasure (Deletion):** You can ask us to delete the personal data we have about you. This is sometimes called the “right to be forgotten.” For example, if you no longer wish to use Podly, you can request that we delete your notes and any associated data. We will honor deletion requests unless an exemption applies (for instance, we may retain data if required for legal obligations, or keep server logs for security purposes for a limited time as allowed by law).
- **Withdrawal of Consent:** Where we rely on your consent to process data (such as for analytics cookies in the EU, or future marketing emails), you have the right to withdraw that consent at any time. Withdrawing consent will not affect the lawfulness of any processing we already carried out but will stop the future processing of your data for that purpose. For example, you can opt out of Google Analytics tracking by withdrawing consent via the cookie settings if you’re an EU user, or by using opt-out tools.
- **Objection and Restriction:** You may have the right to object to certain processing (for example, if we ever sent marketing communications, you could object or unsubscribe). You can also request that we temporarily restrict processing of your data in certain circumstances - for instance, if you contest the accuracy of data or have lodged an objection, we can restrict processing until the issue is resolved.
- **California Privacy Rights:** If you are a California resident, the CCPA/CPRA provides specific rights, including:
 - **Right to Know:** You can request to know what personal information we collect, the categories of sources, our business purposes for it, and what categories of third parties we share it with (if any). This Privacy Policy is intended to provide much of that information. You may also request details on

any specific pieces of personal information we hold about you.

- **Right to Delete:** You can request that we delete personal information we have collected from you (with similar exceptions as noted above for essential purposes).
- **Right to Correct:** Under the CPRA, you can request correction of inaccurate personal information we maintain about you.
- **Right to Opt-Out of Sale/Sharing:** As noted, we **do not sell or share** your personal information for cross-context behavioral advertising. If in the future we ever engage in selling or sharing personal data, we will implement a clear **“Do Not Sell or Share My Personal Information”** link or mechanism on our website and update our policies accordingly. California residents would then have the right to opt-out of the sale or sharing of their data. (At this time, that is not applicable because we do not sell/share data in that manner.)
- **Right to Non-Discrimination:** We will never discriminate against you for exercising any of your privacy rights. This means we won't deny you our service or provide a different level of service just because you made a privacy request (except as allowed by law, for example if deleting your data makes it impossible to provide something you've requested, we will inform you of that).
- **Other U.S. State Laws:** If you are a resident of certain other states (such as Virginia, Colorado, Connecticut, or Utah), you may have similar rights under those states' privacy laws (e.g., the right to access, delete, correct, or opt-out of targeted advertising or sale of personal data). Podly will honor valid requests under those laws as well. We aim to extend core privacy rights to all our users where feasible, regardless of location.
- **EU/UK GDPR Rights:** Users in the EU and UK are entitled to the full spectrum of GDPR data subject rights. In summary, you have the rights to **be informed** about how we use your data, and to **access, correct, delete, or export** your data, as well as to **object** to or **restrict** certain processing, and not to be subject to significant decisions based solely on automated processing. These rights empower you to have control over your personal data, allowing you to *“withdraw consent at any time, request modification or even erasure, and move your data to a different controller”*. You also have the right to lodge a complaint with your local Data Protection Authority (such as the ICO in the UK, or CNIL in France, etc.) if you believe your rights under GDPR have been violated. We encourage you to contact us first, and we will do our best to address your concerns.

Exercising Your Rights: To exercise any of your rights or make a privacy-related request, please contact us at hi@trypodly.com. We may need to verify your identity (to ensure we don't disclose data to the wrong person) before fulfilling your request. Verification might involve confirming ownership of an email address or other information relating to your use of Podly. We will respond to your request within the timeframe required by law. For example,

under GDPR we generally have 30 days to respond, and under CCPA we have 45 days (with the possibility of a 45-day extension). There is no fee for making a request, but if requests become manifestly unfounded or excessive (for instance, repetitive), we reserve the right to refuse or charge a reasonable fee as permitted by law.

Children's Privacy

Podly Podcasts is not intended for children under the age of 13. We do not knowingly collect personal information from anyone under 13 years old. The Service and its content are designed for users who are 13 or older. If you are under 13, **do not use Podly or provide any information** to us. If we become aware that we have inadvertently collected personal data from a child under 13 without parental consent, we will take prompt steps to delete that information from our records. If you are a parent or guardian and you learn that your child under 13 has been using Podly or provided us with personal data, please contact us at hi@trypodly.com, and we will remove the data and terminate the child's use of the Service. *(For users in certain jurisdictions, such as the U.S., this policy is in accordance with the Children's Online Privacy Protection Act (COPPA). For minors above 13 but under 18, we expect that you have obtained permission from a parent or guardian to use Podly, and that parent/guardian agrees to these terms on your behalf.)*

Changes to this Privacy Policy

We may update this Privacy Policy from time to time to reflect changes in our practices, technologies, legal requirements, or for other operational reasons. If we make material changes, we will provide notice to users as required by law - for example, by posting a prominent notice within the app or on our website, and/or by emailing users who have provided an email address. The "Effective Date" at the top of this Policy will always indicate when the last changes were made. We encourage you to review this Policy periodically for any updates. **Your continued use of Podly after any changes to this Privacy Policy signifies your acceptance of those changes.** If you do not agree to any updated terms, you should stop using the Service and, if applicable, delete your notes and uninstall the app.

Terms of Service

These Terms of Service ("**Terms**") set forth the legally binding terms and conditions that govern your use of Podly Podcasts. By accessing or using the Service, you confirm that you accept these Terms and agree to be bound by them. If you do not agree, you must not use Podly. We reserve the right to update these Terms from time to time (see "Changes to Terms" below).

1. Use of the Service

License to Use: Podly Podcasts grants you a personal, limited, non-exclusive, non-transferable, and revocable license to use the Service for your own personal, non-commercial use, subject to these Terms. All rights not expressly granted to you are reserved by Podly.

User Eligibility: You represent that you are at least 13 years old (the Service is not intended for children under 13). If you are between 13 and 18 (or the age of majority in your jurisdiction), you affirm that you have obtained consent from your parent or legal guardian to use Podly, and that your parent/guardian has read and agreed to these Terms. If you are using Podly on behalf of an organization or entity, you represent that you have the authority to bind that entity to these Terms (in which case, “you” and “your” will refer to that entity).

Account Registration: At this time, Podly does not require a user account or login with Podly itself. You may access the Service without creating a Podly account. In the future, if we introduce user accounts, you may need to register and provide accurate information, and you’ll be responsible for maintaining the confidentiality of any login credentials. We will update our Terms and Privacy Policy accordingly if registration becomes required.

Third-Party Logins: In using the Service, you might log in to third-party services (such as Spotify or Apple) to access content. You are responsible for complying with the terms of use of any third-party services you access via Podly. Podly is **not** responsible for those third-party services, and we do not guarantee their availability or performance. For example, if Spotify’s API or service is not working, that may affect Podly’s functionality, and such issues are outside of Podly’s control.

2. User Content and Intellectual Property

Your Notes and User Content: When you use Podly to take notes or input other content (collectively, “**User Content**”), you retain any intellectual property rights you hold in that content. **You own your notes.** These Terms do not give us ownership of your content. However, you grant Podly a worldwide, royalty-free, sublicensable license to host, store, reproduce, modify, and display your User Content *solely for the purpose of operating and improving the Service*. For example, we may need to process and temporarily cache your notes to sync them with podcast timestamps, or back them up to prevent data loss. We will not use or share your notes outside of providing the Service to you, except as permitted by the Privacy Policy (e.g., if you choose to share them or if required by law).

Content Restrictions: You are responsible for the content of your notes and any other information you provide on Podly. You agree **not** to input or transmit any User Content that: (a) is illegal, defamatory, or infringing (e.g., violates intellectual property rights of others); (b) contains malicious code or could harm the Service or other users (e.g., viruses, spyware); or (c) violates any applicable law or regulation. Although your notes are private to you (and we do not monitor or moderate them as a matter of course), if we become aware of User Content that is unlawful or violates these Terms, we reserve the right to remove it and, if necessary, report it to the authorities or take appropriate legal action.

Podly Intellectual Property: All rights, title, and interest in and to the Service, including the software, code, design, logos, trademarks, and content provided by Podly (collectively, “**Podly IP**”), are owned by or licensed to Podly and are protected by intellectual property laws. You may not copy, modify, distribute, sell, or lease any part of our Service or Podly IP, nor may you reverse engineer or attempt to extract the source code of our software, unless laws permit it or you have our written permission. **Podly Podcasts™** and associated logos are our trademarks/service marks. All other product or company names mentioned (such as

Spotify, Apple, or podcast names) are trademarks of their respective owners, and use on Podly is for reference or integration purposes only (with no endorsement or affiliation claimed).

Third-Party Content: Podly enables you to access podcast content that is hosted by third parties (like Spotify, Apple Podcasts, or other podcast hosting platforms). All such audio content, cover art, metadata, and related intellectual property rights belong to the respective podcast creators or distributors. Podly does **not** claim ownership of any third-party podcast content you access through our Service. We provide access to that content for your personal, lawful use only. You must not reproduce, distribute, or create derivative works from any podcast content obtained via Podly, except as allowed by the doctrine of fair use or other applicable law, or with permission from the rightsholder. **Any third-party content is provided “as is” and is the responsibility of the entity that makes it available.** If a podcast or platform requests us to remove or disable access to content on Podly for copyright or any other reason, we may do so at our discretion.

3. Acceptable Use and Conduct

By using Podly, you agree to use the Service only for lawful purposes and in compliance with these Terms. **You agree that you will not:**

- **Misuse the Service:** Do not use Podly in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of Podly. This includes not engaging in any hacking, scraping, denial-of-service attacks, or introducing viruses or harmful code.
- **Circumvent Security:** Do not attempt to circumvent any security or authentication measures of the Service. You will not probe, scan, or test the vulnerability of our system or network without authorization.
- **Unauthorized Access:** Do not access or attempt to access any account, data, or system that you are not authorized to access. This includes not using another user's credentials or any non-public areas of the Service.
- **Automated Use:** Unless expressly permitted, do not use any automated means (such as bots, scrapers, or scripts) to access or use the Service, or to extract data.
- **Commercial Exploitation:** You will not reproduce, duplicate, copy, sell, trade, or resell any portion of the Service or access to the Service for any commercial purpose without our prior written consent.
- **Illegal Activities:** You will not use Podly to engage in any unlawful activities or to promote illegal content. This includes not using the Service in violation of any export controls, sanctions, or other applicable laws.
- **Harassment or Abuse:** You will not use the Service to harass, threaten, abuse, or harm anyone. Although Podly primarily involves private note-taking and listening, any interaction you have through the Service (for example, if future features allow

commenting or sharing) must be civil and respectful.

We reserve the right to investigate and take appropriate action for any suspected violations of this Acceptable Use section. This can include removing or disabling access to content, suspending or terminating accounts (if applicable), and reporting to law enforcement or authorities if necessary.

4. Termination

Termination by You: You may stop using Podly at any time. If you have an account (in the future), you may delete your account if you wish to terminate this agreement (subject to any account deletion procedures we implement).

Termination or Suspension by Us: We may suspend or terminate your access to the Service (or certain features) at any time, **with or without notice**, if we reasonably believe: (a) you have violated these Terms or any applicable law; (b) you create risk or possible legal exposure for Podly; or (c) our provision of the Service to you is no longer commercially viable or feasible. We will make a reasonable attempt to notify you of such termination or suspension, via the email associated with your account (if any) or at your next attempt to access the Service. In cases of minor violations, we may provide you an opportunity to cure the violation (if feasible) before termination.

Effect of Termination: Upon any termination of these Terms, whether by you or us, your right to use the Service will cease immediately. If you had an account, it will be closed, and you may lose access to any data associated with it (so please make sure to back up any data you wish to keep, such as exporting notes). The license we granted to you to use the Service will end. However, the following sections of these Terms will survive termination: Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, Governing Law & Dispute Resolution, and any other provision which by its nature should survive.

5. Disclaimers

Provided “AS IS”: Podly Podcasts and all its features are provided on an “as is” and “as available” basis, **without warranties of any kind**, express or implied. While we strive to provide a great experience, we do not guarantee that the Service will be uninterrupted, error-free, or meet your expectations. Use of Podly (including any material downloaded or otherwise obtained through the Service) is at your own discretion and risk.

No Warranties: To the fullest extent permitted by law, Podly disclaims all warranties, express or implied, in connection with the Service and your use thereof. This includes, but is not limited to, **implied warranties of merchantability, fitness for a particular purpose, title, non-infringement**, and any warranties arising out of course of dealing or usage of trade. We make no warranty or representation about the accuracy or completeness of the content on Podly (including the podcast information, which we get from third parties) or the content of any third-party sites or services linked or integrated with our Service.

Third-Party Services: Podly integrates with or links to third-party services (like podcast providers, analytics, etc.). We have no control over, and assume no responsibility for, any

third-party websites, services, or content. We do not warrant or endorse any third-party offerings. Your use of third-party services is at your own risk and subject to their terms and privacy policies.

Not Professional Advice: Any information or content provided by Podly (such as any blogs, FAQs, or support guidance we may offer) is for general informational purposes only and does not constitute legal, financial, or other professional advice. You should consult appropriate professional advisors for advice tailored to your situation.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above disclaimers may not apply to you. In such cases, any warranties required by law are limited in duration to 30 days from the date of first use of the Service.

6. Limitation of Liability

To the maximum extent permitted by law, **Podly Podcasts and its future parent company, affiliates, officers, employees, agents, partners, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages**, or any loss of profits, revenues, data, use, goodwill, or other intangible losses, arising out of or related to your use of (or inability to use) the Service, even if we have been advised of the possibility of such damages. This limitation applies to any damages resulting from:

- Your use or inability to use Podly;
- Any changes or modifications to the Service or any permanent or temporary cessation of the Service;
- Unauthorized access to or alteration of your transmissions or data;
- Statements or conduct of any third party on the Service (including podcast content or third-party services integrated with Podly);
- Any other matter relating to the Service.

Monetary Cap: In no event will Podly's total liability to you for all claims arising out of or relating to these Terms or the Service exceed the amount of **fees** (if any) you have paid to us for use of the Service in the 12 months prior to the claim (or USD \$50, if greater). Currently, Podly is free to use, so this typically means our liability will be zero or a nominal sum.

Exceptions: Nothing in these Terms shall limit or exclude our liability for gross negligence, intentional misconduct, or for death or personal injury caused by our negligence, or for any other liability to the extent that such liability cannot be limited or excluded by law.

Because some jurisdictions do not allow the exclusion or limitation of liability for certain damages, in such jurisdictions our liability will be limited to the fullest extent permitted by law.

7. Indemnification

You agree to **indemnify, defend, and hold harmless** Podly (and its future parent, affiliates, and their officers, directors, employees, and agents) from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees and costs) that arise from or relate to: (a) your use or misuse of the Service; (b) your violation of any of these Terms; (c) your violation of any rights of a third party (for example, an allegation that your User Content infringes someone's intellectual property or privacy rights); or (d) your violation of any applicable law or regulation. We reserve the right, at our own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you (in which case you agree to cooperate with us in asserting any available defenses). This indemnity obligation will survive the termination of your relationship with Podly.

8. Governing Law and Dispute Resolution

These Terms and any dispute arising out of or in connection with the Service shall be governed by and construed in accordance with the laws of **England and Wales**, without regard to its conflict of law principles. If you are using the Service as a consumer in the European Union, you may have additional protections under the mandatory laws of your country of residence, which will apply accordingly.

Jurisdiction: Except where prohibited by applicable law, any disputes or claims arising under these Terms or relating to your use of Podly shall be subject to the exclusive jurisdiction of the courts located in **London, United Kingdom**. You and Podly consent to the personal jurisdiction of such courts. Notwithstanding this, we recognize that you may be entitled to bring claims under certain consumer protection or data protection laws in your home jurisdiction (for instance, EU users may choose to file complaints with their local supervisory authority or courts).

Arbitration and Class Action Waiver (if applicable): *(Note: We have not mandated arbitration in these Terms at this time. However, we reserve the right to update this section in the future to include an arbitration agreement and class action waiver, which would require most disputes to be resolved by binding arbitration rather than in court, with certain exceptions. We will notify users and obtain any necessary consents if we implement an arbitration clause.)*

For now, any dispute that cannot be amicably resolved shall be resolved in the courts as stated above, unless an alternative dispute resolution mechanism is required by law.

9. Changes to Terms

Podly may revise or update these Terms of Service from time to time. If we make material changes, we will notify users by posting the updated Terms on our website or within the app and updating the "Effective Date" (at the top of this document), and/or by other means as required by law. It is your responsibility to review these Terms periodically. **By continuing to use the Service after any updates take effect, you agree to be bound by the revised Terms.** If you do not agree to the new Terms, you must stop using the Service.

10. Miscellaneous

Entire Agreement: These Terms (together with the Privacy Policy above and any additional terms to which you agree when using particular elements of the Service) constitute the entire agreement between you and Podly regarding the Service and supersede all prior agreements (oral or written) between you and us with respect to the Service.

No Waiver: Our failure to enforce any right or provision of these Terms shall not operate as a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of Podly.

Severability: If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of the remaining provisions, which remain in full force.

Assignment: You may not assign or transfer these Terms (or any of your rights or obligations hereunder) without our prior written consent. We may assign these Terms freely to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets.

No Partnership: No agency, partnership, joint venture, or employment relationship is created between you and Podly as a result of these Terms or your use of the Service. You do not have any authority of any kind to bind us in any respect.

Force Majeure: Podly will not be liable for any delay or failure in performance of the Service by any cause beyond our reasonable control, including but not limited to war, terrorism, acts of God, natural disasters, pandemic, power outages, or Internet/service provider failures.

Contact Information: This Service is operated by Podly Podcasts (an unincorporated project, soon to be organized as a company). If you have any questions, concerns, or feedback about these Terms or the Privacy Policy, you can contact us by email at hi@trypodly.com.

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