

I. Introduction

This Terms of Service Agreement (the “Agreement”) outlines the terms and conditions governing your use of Rawvoice Inc., dba Blubrry’s (the “Company”) website and services. By accessing and using the websites and services, you acknowledge and agree to comply with these terms and conditions, which form a binding contract between you and the Company. You must be at least 18 years of age or older to use our services. Accounts registered by “bots” or other non-human methods are not permitted.

II. Registration and Account Security

To access the services provided by the Company, you must create an account by providing accurate and complete registration information. You are responsible for maintaining the security of your account and for keeping your password confidential. You must not share your password or allow unauthorized access to your account. Any breach of account security may result in termination of your access to the services.

III. Privacy

The Company values your privacy and uses the information collected about you to enable website functionality, improve services, analyze site usage and customize content and layout. The Company will not sell, rent, or give away any personally identifiable information about you to any third party. On occasion, the Company may disclose aggregated personally identifiable information to third parties, but will never disclose any information that could personally identify you. To learn more please see the Company’s privacy policy.

IV. Content Producers and Advertising Campaigns

Content producers may have the opportunity to participate in advertising campaigns through the Company or its affiliates, although there is no obligation for the Company to offer such opportunities. If a content producer participates in an advertising campaign, they will be paid according to the advertising campaign agreement, and payments will be made within 90 days after the conclusion of the campaign or as specified in the advertising campaign agreement. The Company reserves the right to terminate the advertising contract if the content is found to be inappropriate or harmful to the advertiser’s reputation. The Company may assign the advertising campaign agreement without restriction. Additional terms apply to content producers participating in advertising campaigns and those terms are found in Appendix A of this Agreement.

V. Purchases and Fees

When you purchase a service, you agree to be charged on your credit card or PayPal account. The services provided are billed in advance monthly or annually depending on your choice of billing frequency. You are responsible for providing a valid payment method and for all taxes incurred as a result of your purchase. The Company is not liable for any issues arising from electronic transactions, hardware, or software requirements necessary for accessing and retaining your electronic records. All fees for purchases are non-refundable unless otherwise stated. The Company may change its fees at any time, and such changes will be effective upon posting on our website or otherwise communicated to you.

Billing Date

Your recurring subscription fee is charged in advance on the same calendar day of each billing period as the day your paid subscription began (your “Billing Date”). For example, if a monthly subscription begins on the 15th, you are charged on or about the 15th of each following month, and an annual subscription is charged on the anniversary of your start date. If a given month does not contain your Billing Date (for example, a subscription that began on the 29th, 30th, or 31st), you are charged on the last day of that month. Your Billing Date is fixed by your original signup date and is not tied to the first or last day of the calendar month, and it is independent of the monthly reset of usage allowances described below.

Usage Allowances; Monthly Reset

Where a plan includes a periodic usage allowance — such as included upload hours, storage, or delivery (bandwidth/data) — that allowance is measured on a calendar-month basis and resets on the first day of each calendar month, regardless of your Billing Date. If you start, upgrade, or change a plan during a calendar month, you receive that plan’s full monthly allowance for the remainder of that month, and monthly allowances are not prorated for a partial month. Unused allowance does not roll over or carry forward to any later month. As an illustration, a customer who subscribes on the 15th receives the full monthly allowance for that month, sees that allowance reset on the first day of the following month, and is charged again on the 15th of that following month.

Automatic Renewal

Unless otherwise stated at the time of purchase, subscriptions automatically renew for successive periods equal to your selected billing period (monthly or annually) at the then-current rate for your plan, until you cancel. By purchasing a subscription, you authorize the Company to charge your payment method on each Billing Date. You may cancel automatic renewal at any time through your account settings or as otherwise described on the Company’s website; cancellation takes effect at the end of the then-current billing period, and you will retain access through that date. The Company will provide any renewal reminders, price-change notices, and cancellation instructions required by applicable law, including applicable automatic-renewal laws.

Cancellations and Refunds

All fees are charged for the full subscription term you select and, except as expressly stated otherwise or as required by applicable law, are non-refundable. Prepaid terms, including annual plans, are non-refundable in whole or in part, and you will not receive a refund or credit for any unused portion of a term, whether monthly or annual. If you cancel — whether through your account settings or the cancel-account option described in Section XIV (Termination and Content Removal) — your subscription will not renew, and your access to the Services will continue until the end of the term for which you have already paid, after which your access to the Services will end. Cancelling does not entitle you to a refund of amounts already paid.

VI. Free Trials

The Company may offer free trials of its products, which are typically done through the use of promotional codes. You may not maintain more than one free account. You must enter a valid credit card or payment method at the time you sign up for a free trial. You are free to cancel the free trial prior to the end of the free trial period. If you cancel prior to the end of

the free trial your credit card or payment method will not be charged. If the Company finds that your credit card is not valid, or in the case of a debit card, the card has no balance to use for the purchase, the Company has the right to immediately cancel the free trial and remove your account from the system.

VII. Services and Products

The Company provides a variety of services and products which are listed on its website. The description of those products and services are incorporated into these terms of service by reference. The Company reserves the right to modify, enhance or remove any product or service at its sole discretion.

VIII. Video Podcast Tools and Delivery

- 1. Video Tools.** The Company offers optional video podcasting tools that allow you to upload, store, manage, transcode, and deliver video content to your audience (the “Video Tools”). Any video you upload, host, or deliver through the Video Tools is “Content” for all purposes under this Agreement, including without limitation Sections V (Purchases and Fees), VII (Services and Products), X (Your Use of the Services and Products), XI (Your Intellectual Property Rights), XII (Content and Ownership), and XIV (Termination and Content Removal). You are solely responsible for your video Content and represent and warrant that you hold all rights, licenses, and permissions necessary to upload, host, and distribute it.
- 2. Video Plans; Upload Allowances.** The Video Tools are offered through several subscription plans. Each plan includes a specified allowance of video that you may upload during each calendar month, beginning at ninety (90) minutes of uploaded video per calendar month for the entry-level plan and increasing across higher tiers up to an unlimited upload allowance on the highest tier. Your monthly upload and delivery allowances reset on the first day of each calendar month, and your subscription is charged on your Billing Date, in each case as described in Section V (Purchases and Fees); your allowance reset is independent of your Billing Date, so beginning a plan mid-month provides the full monthly allowance for that month without proration. The current plans, upload allowances, delivery terms, pricing, supported formats, and other specifications are described on the Company’s website and are incorporated into this Agreement by reference in accordance with Section VII. The Company may modify, add, or discontinue plans, or adjust allowances prospectively, in accordance with Sections V and VII.
- 3. Exceeding Your Upload Allowance.** If you reach the upload allowance included with your plan during a calendar month, the Company may, at its discretion and with or without notice, prevent or suspend further uploads until your allowance resets on the first day of the next calendar month, require you to upgrade to a higher plan, or make additional capacity available for an additional fee. Uploading video is distinct from delivering video: the “unlimited” delivery described below refers to the bandwidth used to serve your video to your audience and does not increase the amount of video you may upload under your plan.
- 4. Delivery Allowance; Fair Use of “Unlimited” Delivery.** Where a plan is described as offering “unlimited” delivery, bandwidth, or megabytes (however denominated, and typically marked with an asterisk referring to this Section), “unlimited” means that the Company does not impose a fixed, published cap on the volume of data used to deliver

your video Content to your audience under ordinary, good-faith use. “Fair use” means a level of delivery that is reasonable and consistent with the price, tier, and intended purpose of the plan you have selected and with typical usage by other customers on the same plan who are operating in good faith. The Company does not publish a specific numeric limit, and reserves the right not to, because fair use is measured relative to your plan rather than by a fixed threshold. If your delivery materially and consistently exceeds what is reasonable for your plan — for example, as a result of usage patterns more characteristic of a higher tier; redistribution or resale of capacity; use of the Services as a general-purpose file host or content-delivery network; non-podcast bulk streaming; or activity that imposes a disproportionate burden on the Company’s infrastructure or costs — the Company may, acting reasonably and in good faith, contact you to discuss your usage, require you to upgrade to a plan that better fits your usage, apply reasonable rate or bandwidth management, or, where the usage is abusive or violates this Agreement, suspend or limit delivery in accordance with Sections X and XIV. The Company will use commercially reasonable efforts to notify you before taking any action that materially affects delivery of your Content, except where immediate action is necessary to protect the security, integrity, availability, or lawful operation of the Services.

5. **Technical Requirements; Adaptation of Content.** You are responsible for providing video in the formats and within the technical specifications described on the Company’s website, and for the hardware, software, and connectivity necessary to upload and manage your video Content. The Company may transcode, compress, generate derivative renditions of, or otherwise adapt your video Content as reasonably necessary to store and deliver it, without altering its substantive content, consistent with the limited license granted in Section XI.

IX. Separate Proposals for Service and Products

Notwithstanding Paragraph XVI(8) of this Agreement, the Company may negotiate a separate proposal for a customer for the Company’s products and services. If certain terms within a proposal submitted to you are inconsistent with the terms of this Agreement, then the inconsistent terms in the proposal take precedence over the terms in this Agreement. All other terms not inconsistent within the proposal, or within this Agreement, are binding upon you when the offer is accepted.

X. Your Use of the Services and Products

You agree to use the services or products only for lawful purposes and in accordance with this Agreement, any applicable laws and our content guidelines. The Company’s products and services are considered a platform for you to host, distribute and analyze your content. The Company does not and cannot review your content. The Company does not assume any control or liability over what you produce and distribute to your audience. However, if it comes to the attention of the Company that your content is promoting violence or hatred then we will remove your content. If it comes to the attention of the Company that you are using the Company’s products or services for the purpose of gambling websites, distributing spam, for phishing, or for any other fraudulent purposes, then we will remove your content. The Company reserves the right to suspend or terminate your account at any time if we suspect any fraudulent, abusive or otherwise illegal activity; or if you breach any term of this Agreement; or if you produce any content that is unacceptable to the Company, in its sole discretion.

XI. Your Intellectual Property Rights

The content you produce belongs to you. The Company makes no claim to copyright or other intellectual property rights to the content you produce. However, you do grant a limited right to the Company to use your content as required to provide you with the services you have purchased from the Company.

XII. Content and Ownership

The Company provides its services as a platform where you can host, distribute and analyze the reach of your content. The Company does not monitor your content (unless a complaint is received) or in any way make recommendations about the content you produce. You are solely responsible for the content of your podcast including audio files, images, video files, text, metadata and any other materials you submit or upload to our Services ("Content"). You represent and warrant that you have all the necessary rights, licenses and permissions to use, submit and distribute your Content.

XIII. Copyright Policy; DMCA Notices and Designated Agent

The Company respects the intellectual property rights of others and expects you to do the same. In accordance with the Digital Millennium Copyright Act, 17 U.S.C. § 512 (the "DMCA"), the Company will respond to properly submitted notices of alleged copyright infringement and, in appropriate circumstances, will disable or remove Content claimed to be infringing and terminate the accounts of users who are repeat infringers.

1. **Notices of Alleged Infringement.** If you believe that Content hosted through the Services infringes your copyright, you may submit a written notice to the Company's Designated Agent that includes:
 - a. a physical or electronic signature of the copyright owner or a person authorized to act on its behalf;
 - b. identification of the copyrighted work claimed to have been infringed;
 - c. identification of the material claimed to be infringing and information reasonably sufficient to permit the Company to locate it, such as the URL;
 - d. your contact information, including mailing address, telephone number, and email address;
 - e. a statement that you have a good-faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law; and
 - f. a statement, made under penalty of perjury, that the information in the notice is accurate and that you are the copyright owner or authorized to act on the owner's behalf.
2. **Designated Agent.** Notices of alleged copyright infringement should be sent to the Company's Designated Agent at: [Designated Agent name and title], Rawvoice, Inc. (d/b/a Blubrry), [mailing address], email: dmca@rawvoice.com. The Company's Designated Agent is also registered with the United States Copyright Office as required to maintain safe-harbor protection under the DMCA.
3. **Counter-Notification.** If your Content was removed or disabled and you believe the removal was the result of mistake or misidentification, you may submit a counter-notification to the Designated Agent containing the information required by 17 U.S.C. § 512(g). The Company may restore the removed Content in accordance with the DMCA.

4. **Repeat Infringers.** The Company will, in appropriate circumstances and at its discretion, suspend or terminate the accounts of users who are determined to be repeat infringers.
5. **Misrepresentations.** Under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material is infringing, or that material was removed or disabled by mistake or misidentification, may be liable for damages.

XIV. Termination and Content Removal

You may terminate this Agreement at any time by accessing your account and choosing the cancel-account option available in the account menu selections.

The Company may terminate this Agreement and your access to the Services at any time, with or without cause, and with or without notice to you. If notice is given, it will be provided through the email address you have registered with your account.

Upon any termination of this Agreement, whether initiated by you or the Company:

Cessation of Rights and Licenses: All rights and licenses granted to you under this Agreement will immediately cease.

Content Removal Obligation: You acknowledge and agree that your Content, including but not limited to all audio files, video files, associated metadata (such as titles, descriptions, artwork, and show notes), RSS feed data, and any other materials uploaded or generated through your use of the Services (collectively, “Your Content”), will be subject to our content removal procedures.

Comprehensive Deletion: We will undertake commercially reasonable efforts to remove Your Content from our active Services. This includes, but is not limited to:

- Removing Your Content from all public-facing directories and feeds managed by us.
- Ceasing the serving of Your Content’s audio and video files.
- Deactivating associated RSS feed URLs to return a direct HTTP 410 Gone response where technically feasible and under our control.
- Removing associated metadata and show artwork from our systems.
- Disabling internal redirects that route to Your Content hosted by us.

No Obligation for External Components: You understand and agree that the Company is a hosting service provider and has no control over, nor any obligation to remove or manage, Your Content or associated references once it has been distributed or cached by third-party platforms, podcast directories (e.g., Apple Podcasts, Spotify), search engines, Content Delivery Networks (CDNs) not directly managed by us, or other external services. It is your sole responsibility to manage and request removal from such third parties.

Residual Data: You acknowledge that residual copies of Your Content may remain on our backup systems or in archive storage for a limited period for disaster recovery, legal, or audit purposes, but will not be actively served or made publicly accessible.

Your Responsibility for Redirects: If you have implemented any external redirects or proxy routes pointing to Your Content on our Services, it is your sole responsibility to update or remove these redirects promptly upon termination to ensure full cessation of access to any remaining infrastructure associated with your former hosting. The Company bears no responsibility for redirects or routing originating from external systems beyond its direct control.

No Data Portability Guarantee: While we strive to facilitate data portability prior to termination, the Company does not guarantee the availability or format of Your Content for export after the termination of this Agreement. It is your responsibility to download or migrate Your Content prior to initiating termination.

XV. Indemnification

You agree to defend, indemnify, and hold harmless the Company and its affiliates, and their respective officers, directors, employees, contractors, and agents, from and against any claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your Content; (b) your use of the Services; (c) your violation of this Agreement or of any applicable law; or (d) your violation of any rights of a third party, including intellectual property, privacy, or publicity rights. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with the Company in asserting any available defenses. This Section survives termination of this Agreement.

XVI. General Conditions

1. The Company provides its services on an "as is" and "as available" basis. The Company makes no warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. You understand that you are assuming the total risk and responsibility for the use of this Service.
2. The Company utilizes third-party vendors for the hosting, networking, storage, software and related technology that is required to provide you with the Services.
3. Unless you obtain prior written permission you are not authorized to resell, duplicate, reproduce or exploit any of the Company's Services.
4. The Company requires you to treat with respect any Company employee, officer or contractor. Any threats, whether verbal or written, are taken seriously and will result in the immediate termination of your account.
5. The Company will make its best efforts to correct any bugs, mathematical errors in its calculations, and its service availability. Other than the Company's best and reasonable efforts to correct such issues, the Company makes no further warranties that such issues will be corrected.
6. The Company is not responsible for any direct, indirect, consequential, incidental, special, exemplary, punitive, or other damages arising out of your use of the Service. Your sole remedy for the dissatisfaction of the service is to stop using the Service. To the maximum extent permitted by applicable law, the Company's total cumulative liability arising out of or relating to this Agreement or the Services will not exceed the total amount of fees you paid to the Company for the Services during the twelve (12) months immediately preceding the event giving rise to the claim.
7. If any portion of this Agreement is found to be unlawful, void, unenforceable, then that portion of the Agreement is severable from the rest of the Agreement and does not affect the lawfulness or enforceability of the remainder of the Agreement.
8. This Agreement constitutes the entire Agreement between you and the Company. This Agreement supersedes any oral, contemporaneous or written agreement between you and the Company. Any change in this Agreement must be in writing and signed by an

officer of the Company. The failure of the Company to enforce any portion of this Agreement shall not be deemed a waiver of any right hereunder.

9. The Company reserves the right to modify this Agreement and to impose new or additional terms or conditions on your use of the Website or Services. For material changes, the Company will provide reasonable advance notice — by posting the updated Agreement with a revised effective date and, where practicable, by email to the address associated with your account — and such changes will become effective on the stated effective date, which will be at least thirty (30) days after notice, unless a shorter period is required by law or the change is necessary for legal or security reasons. Non-material changes are effective when posted. Your continued use of the Website or Services after a change becomes effective will be deemed acceptance of the modified Agreement; if you do not agree to a change, your remedy is to stop using, and if applicable cancel, the Services before the change takes effect.
10. You agree that this agreement is governed by the laws of the State of Michigan and without giving any effect to conflict of laws. You further agree that you irrevocably waive any right to a jury trial that you may have in any such proceeding. The exclusive venue for any dispute arising out of or relating to this Agreement or the Services will be the state and federal courts located in the State of Michigan, and you consent to the personal jurisdiction of those courts.
11. Any questions regarding these Terms of Service should be directed to legal@rawvoice.com.

Revised July 28, 2026

APPENDIX A — AGREEMENT FOR AD PLACEMENT IN YOUR CONTENT

General. This Appendix A is incorporated into the Rawvoice / Blubrry Terms of Service (“TOS”) by reference. By agreeing to participate in an advertising deal offered by Rawvoice / Blubrry you are agreeing to the terms contained in this Appendix A. Capitalized terms used but not defined in this Appendix have the meanings given in the TOS.

Section 1 — Advertising Placed by Third-Party Partners

The Company may, from time to time, utilize third-parties to deliver advertising to its Content Producers. The third-party advertiser will have their own terms of service that the Content Producer will agree to before advertising is placed into your content.

The Company will negotiate the best possible CPM from the third-party ad delivery network and offer a revenue share to the Content Producer. The details of the revenue share and terms of payment, and any minimum payout threshold, are found on the Company’s website.

Section 2 — Advertising Brokered by the Company

- A. Potential Advertising Campaign participants will, from time to time, be presented with information related to advertising campaigns that may or may not conclude with your participation in a campaign.
- B. If you are involved in a voluntary ad deal with the Company, we will never share your individual show numbers to any other party. The Company may be involved in group ad buys and your numbers might be combined with other Content Producers, but never independently released without your written permission. The Company will limit internal

access to these statistics, even to the employees of the company. We want to assure all prospective media creators that your data will be handled as privately as possible.

C. Your Commitment to an Advertising Campaign:

- i. You guarantee to the Company that you are at least 18 years of age, competent, and have the authority to enter into an Advertising Campaign contract.
- ii. You agree to participate in the Advertising Campaign according to the terms of each Advertising Campaign in which you are participating.
- iii. Advertisers or their agencies require accurate consumption statistics, and the Company requires accurate consumption statistics to calculate payments made to you. Therefore you agree to use the Company's Statistic Services. The level of statistic service will be determined by the Company. This service will be provided to you free of charge.
- iv. You agree to fill out an online profile of your show. The profile provides information to the Company to determine if your show meets the requirements set by advertisers or advertising agencies. In addition, the Company uses this information to set up accounting records used to pay you for participating in Advertising Campaigns. Any failure to accurately complete this profile may result in delayed payments or no payments made to you. It is your responsibility to keep this information accurate and up to date.
- v. By participating in an advertising campaign you agree that the minimum term of this Agreement equals the term of the advertising campaign. If you fail to continue your show during the term of the advertising agreement, or fail to meet the requirements of the advertising campaign as stated in the advertising campaign proposal made and accepted by you, then you are in breach of the advertising campaign contract. If you breach the advertising campaign contract, without cause, you agree to reimburse the Company for any expenses, including legal fees and loss of revenue to the Company, that result from your breach of the contract.
- vi. You agree to provide the Company with any forms and/or information required by the Internal Revenue Service, state tax agencies, or other government agencies that require the Company to report payments made to you. If the Company requests such documents or information from you, and you fail to provide such documents or accurate information to the Company, you agree to reimburse the Company for all fees, penalties and taxes incurred by the Company resulting from your failure to provide the appropriate documents or information.
- vii. Because the popularity of content is often dependent upon the talent producing and participating in a show, you agree not to assign the content or change the talent in a show in any significant way that impairs the popularity of the show.

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

- i. The Company has no obligation to offer a Content Producer the opportunity to participate in an Advertising Campaign.
- ii. If you participate in an Advertising Campaign, the Company will pay you according to the terms of the Advertising Campaign Agreement. The payment to you will be made within 90 days after the conclusion of the Advertising Campaign.
- iii. If the advertiser, advertising agency, or the Company determines that your content is not appropriate, disparages, or diminishes the reputation of the advertiser and/or its products or services, the Company may, at its sole discretion, terminate the advertising contract with you. You are solely responsible for such damage caused to the advertiser and you agree to hold the Company harmless for such damage and

reimburse the Company for any damages, expenses or legal fees the Company incurs from such damage.

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

Section 3 — Compliance with Advertising Laws and Required Disclosures

You are responsible for complying with all laws, rules, and regulations applicable to advertising, sponsorship, and endorsements in the content you produce, including without limitation the Federal Trade Commission Act and the FTC's Guides Concerning the Use of Endorsements and Testimonials in Advertising. You agree to make all disclosures required by applicable law regarding any material connection between you and an advertiser, and to present each such disclosure clearly and conspicuously in the manner and location required by law. You will not make any false, misleading, or unsubstantiated statement about an advertiser or its products or services. The Company does not provide you with legal advice regarding your disclosure obligations, and compliance with applicable advertising law remains your responsibility.

Section 4 — Ad Content, Placement, and Creator Selection

Advertising may be delivered within your content as host-read or produced audio or video embedded in your files, as advertising dynamically (programmatically) inserted at the time of delivery, or by other methods described in the applicable Advertising Campaign. You control the advertising placed in your content. You may select the categories of advertising you are willing to accept, and you may review and approve or reject the specific advertisements that are placed programmatically into your content, in each case through the tools and settings the Company makes available. Advertising you have not accepted, or that falls within a category you have excluded, will not knowingly be placed into your content. Once you accept a category or a specific advertisement for an Advertising Campaign, you agree not to delete, alter, obscure, skip, mute, or reposition that advertising during the term of the campaign and, for campaigns using embedded advertising, to keep the affected episodes available through the Services for the period specified in the campaign. If an Advertising Campaign specifies that advertising is exclusive within a stated product category for a stated period, and you accept that campaign, you agree not to accept or run directly competing advertising within that category and period. You may decline to participate in any Advertising Campaign, and the Company has no obligation to offer any campaign to you.

Section 5 — Payment, Reporting, and Taxes

The Company will pay amounts due to you using the payment method and process described on the Company's website and in Section V of the TOS, in U.S. dollars, subject to any minimum payout threshold stated on the website. For advertising brokered by the Company under Section 2, payment will be made within ninety (90) days after the conclusion of the Advertising Campaign as stated in Section 2.D.ii, or on any earlier schedule stated in the applicable campaign terms. The Company will make available to you the consumption statistics it uses to calculate the amounts owed to you. You are responsible for all taxes on amounts you receive and agree to provide the tax forms and information described in Section 2.C.vi.

Section 6 — Allocation of Responsibility for Ad Creative; Indemnification

As between you and the Company, you are responsible for your content and the manner in which advertising is presented within it, and the party that supplies a given advertisement

is responsible for the content of that advertisement. Where the Company or an advertiser supplies the advertising creative, script, or claims to be read or inserted, you are not responsible for the substantive content of that supplied material, provided you present it as directed and do not alter it; and the Company will use commercially reasonable efforts to obtain from the advertiser, or to pass through to you the benefit of, an indemnity covering third-party claims arising from that supplied material, including claims of infringement, defamation, or false advertising inherent in the creative as supplied. Nothing in this Section limits your obligations or the Company's rights under Section 2.D.iii of this Appendix or under the TOS.

Section 7 — Confidentiality

The CPM rates, revenue-share percentages, pricing, and other non-public terms of any Advertising Campaign are confidential. You agree not to disclose them to any third party except as required by law or to your professional advisors under a duty of confidence. This Section does not restrict disclosure of the fact that your content contains advertising, or any disclosure you are required by law to make under Section 3.

Section 8 — Term, Termination, and Survival

This Appendix applies whenever you participate in, or have information presented to you regarding, an Advertising Campaign, and continues in effect for so long as any Advertising Campaign in which you participate remains active. Termination of the TOS terminates this Appendix, except that any Advertising Campaign already in progress will continue to be governed by this Appendix and the applicable campaign terms until it concludes or is terminated under its terms. The following survive termination of this Appendix or the TOS: your obligation to keep embedded advertising available for the committed period; payment obligations for delivery already completed; the reimbursement, indemnification, and hold-harmless obligations in Section 2 and Section 6; the tax obligations in Section 2.C.vi and Section 5; and the confidentiality obligations in Section 7.

Section 9 — Relationship of the Parties; Precedence; No Earnings Guarantee

Your participation in Advertising Campaigns does not create any employment, partnership, joint venture, or agency relationship between you and the Company; you participate as an independent party. This Appendix supplements the TOS; if there is a direct conflict between this Appendix and the main body of the TOS on a matter specific to advertising, this Appendix controls as to that matter, and the TOS otherwise remains in full force and effect. The Company makes no representation or guarantee that any Advertising Campaign will be offered to you, that any minimum volume of advertising will be available, or that you will earn any particular amount, consistent with Section 2.D.i.