

Podcast Index APIs Terms of Service

Last modified: March 2, 2021

Thank you for using Podcast Index's APIs, websites, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Podcast Index products or services, then the terms for those other products or services also apply.

Under the Terms, "Podcast Index" means Podcast Index LLC, a Washington limited liability company at PO Box 1364 Port Townsend Washington 98368, United States, unless set forth otherwise in additional terms applicable for a given API. We may refer to "Podcast Index" as "we", "our", or "us" in the Terms.

Section 1: Account and Registration

a. Accepting the Terms

You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Podcast Index, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the APIs.

b. Entity Level Acceptance

If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer collectively to you individually and to that entity).

c. Registration

In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Podcast Index will always be accurate and up to date and you will inform us promptly of any updates.

d. Subsidiaries and Affiliates

Podcast Index may have subsidiaries and affiliated legal entities. These companies may provide the APIs to you on behalf of Podcast Index and the Terms will also govern your relationship with these companies.

Section 2: Using Our APIs

a. Your End Users

You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

b. Compliance with Law, Third-party Rights, and Other Podcast Index Terms of Service

You will comply with all applicable law, regulation, and third-party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third-party rights. You will not violate any other terms of service with Podcast Index (or its affiliates).

c. Permitted Access

You will only access (or attempt to access) an API by the means described in the documentation of that API. If Podcast Index assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.

d. API Limitations

Podcast Index sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain Podcast Index's express consent (and Podcast Index may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Podcast Index API team for information (e.g. by using the Podcast Index developers console).

e. Open Source Software

Some of the software required by or included in our APIs may be offered under an open source license. Open source software licenses constitute separate written agreements. For certain APIs, open source software is listed in the documentation. To the limited extent the open source software license expressly supersedes these Terms, the open source license sets forth your agreement with Podcast Index for solely for those terms in conflict with these Terms.

f. Communication with Podcast Index

We may send you certain communications in connection with your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication.

g. Third-Party Content

You understand that when using the APIs, you will be exposed to third-party content from a variety of sources, including podcast feeds, show descriptions, photographs, audio,

video, and other content ("Third-Party Content") and that Podcast Index is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Third-Party Content. You further understand and acknowledge that you may be exposed to Third-Party Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Podcast Index with respect thereto, and agree to indemnify and hold Podcast Index, its owners, operators, affiliates, and agents, licensors and licensees, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

Third-Party Content may contain the views and opinions of individual content authors. Podcast Index does not endorse any Third-Party Content or any opinion, recommendation, or advice expressed therein, and Podcast Index expressly disclaims any and all liability in connection with Third-Party Content.

h. Unsolicited Material and Ideas

We are happy to hear from users and welcome feedback regarding the APIs. However, neither the APIs nor Podcast Index are responsible for the similarity of any of its content in any media to materials or ideas you provide to the APIs.

By transmitting an unsolicited submission to us, you agree that you are not entitled to any compensation, credit or notice whatsoever with respect to such submission, and that by sending an unsolicited submission you waive the right to make any claim against the APIs, Podcast Index and its affiliated companies, officers, directors or employees relating to our use of such submission, including, without limitation, infringement of proprietary rights, unfair competition, breach of implied contract or breach of confidentiality, even if material or an idea is used that is or may be substantially similar to the idea you sent.

i. Non-Exclusivity

The Terms are non-exclusive. You acknowledge that Podcast Index may develop products or services that may compete with the API Clients or any other products or services.

Section 3: Your API Clients

a. API Clients and Monitoring

The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT PODCAST INDEX MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE PODCAST INDEX PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Podcast Index accessing and using your API Client, for example to identify security issues that could affect Podcast Index or its users. You will not interfere with this monitoring. Podcast Index may use any technical means to overcome such interference. Podcast Index may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

b. Security

You will use commercially reasonable efforts to protect user information collected by your API Client, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

c. Ownership

Podcast Index does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs. All rights related to the APIs not specifically granted under these Terms are reserved by Podcast Index.

d. User Privacy and API Clients

You will comply with all applicable privacy laws and regulations including those applying to personally identifiable information ("PII"). You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with Podcast Index and third parties.

Section 4: Prohibitions and Confidentiality

a. API Prohibitions

When using the APIs, you may not (or allow those acting on your behalf to):

1. Sublicense an API for use by a third-party. Consequently, you will not create an API Client that functions substantially the same as the APIs and offer it for use by third parties.
2. Perform an action with the intent of introducing to Podcast Index products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
3. Defame, abuse, harass, stalk, or threaten others.
4. Interfere with or disrupt the APIs or the servers or networks providing the APIs.
5. Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
6. Reverse engineer or attempt to extract the source code from any API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
7. Use the APIs for any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems).
8. Use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
9. Remove, obscure, or alter any Podcast Index terms of service or any links to or notices of those terms.

b. Confidential Matters

1. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make

reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.

2. Our communications to you and our APIs may contain Podcast Index confidential information. Podcast Index confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third-party without Podcast Index's prior written consent. Podcast Index confidential information does not include information that was rightfully given to you by a third-party without breaching a confidentiality obligation to Podcast Index. You may disclose Podcast Index confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

Section 5: Content

a. Content Accessible Through our APIs

Our APIs may contain some Third-Party Content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available through our API. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through our APIs may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

b. Submission of Content

Some of our APIs allow the submission of content. Podcast Index does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Podcast Index to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Podcast Index privacy policies, you give Podcast Index a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

c. Retrieval of content

When a user's non-public content is obtained through the APIs, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

d. Data Portability

Podcast Index supports data portability. For as long as you use or store any user data that you obtained through the APIs, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's

substantially as fast and easy as exporting such data from Podcast Index products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation.

e. Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:

1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
3. Misrepresent the source or ownership; or
4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

Section 6: Voluntary Payments Through API Clients

a. Value for Value Platforms

API Clients may choose to implement a payment platform within the API Client where persons can support podcasts they listen to, the API Client developer, and the Podcast Index ("Value for Value Platforms"). The Value for Value Platforms may set up payments from podcast listeners in any number of ways including one time payments, weekly payments, monthly payments, and payments based on time spent listening to a podcast. Value for Value Platforms may further set up mechanisms to send "boost" payments that listeners can make to podcasts while listening to them. Any payments made to the Podcast Index through any Value for Value Platform are strictly voluntary.

b. Podcast Index Standard Guidelines

Podcast Index recommends, but does not mandate, that Value for Value Platforms implement the following guidelines ("Podcast Index Standard Guidelines"):

1. Use the following revenue split for payments made: 1% to the API Client developer, 1% to the Podcast Index, and 98% to the Podcast ("Standard Revenue Split");
2. Split and send payments to all parties in real time;
3. Use a verifiable open log / ledger showing all payments in and all payments out; and
4. Use well-established cryptocurrencies with verifiable blockchain technology.

c. No Control over Value for Value Platforms

Podcast Index is not involved in any of the transactions which occur through a Value for Value Platform. Podcast Index has no control over and does not guarantee the existence, quality, safety, honesty, or legality of any Value for Value Platform. Podcast Index does not pre-screen, audit, or approve any Value for Value Platforms. Podcast Index merely suggests guidelines for Value for Value Platforms to follow. Podcast Index cannot and does not control whether or not the parties to a transaction on a Value for Value Platform will perform as agreed.

Podcast Index is not responsible for and does not endorse or accept any responsibility for the availability, contents, products, services or use of any Value for Value Platform, any websites or apps which use a Value for Value Platform or any changes or updates to such apps or sites.

The inclusion of any link to an app or website with a Value for Value Platform does not imply endorsement by Podcast Index of the Value for Value Platform. You acknowledge that you bear all risks associated with access to and use of any Value for Value Platform and agree that Podcast Index is not responsible for any loss or damage of any kind you may incur from dealing with a Value for Value Platform. You should contact the site administrator for the applicable Value for Value Platform if you have any concerns regarding a Value for Value Platform.

d. Reporting of Value for Value Platform Transactions

Should transactions on the Value for Value Platforms use cryptocurrencies with publicly accessible blockchain ledger, Podcast Index may attempt to report transactions involving the Value for Value Platforms, however Podcast Index does not guarantee that any such reporting will be up-to-date, accurate, reliable, or error free. Podcast Index does not guarantee that any errors in information it reports will be corrected.

e. Taxes

If you receive a payment through a Value for Value Platform, you are solely responsible for determining which, if any, sales, use, amusement, live entertainment, value added, consumption, excise and other taxes, duties, levies and charges (collectively, "Taxes") apply to you and for collecting, remitting and reporting the correct amounts of all such Taxes to the applicable governmental authorities. Podcast Index cannot give you legal or tax advice, so please check with your tax advisor about any applicable Taxes. In the event a governmental authority requires Podcast Index to pay any Taxes attributable to you, you agree to indemnify and reimburse Podcast Index for such Taxes and all costs and expenses related thereto.

f. Scams

Use common sense when making or receiving payments through a Value for Value Platform. Use the same common sense you would use in the real world when dealing with financial transactions. For more information about various online scams and how to avoid them, go to <https://OnGuardOnline.gov>.

g. Release of Podcast Index

Because Podcast Index is not involved in the transactions with a Value for Value Platform, Podcast Index is not responsible for any dispute you may have with a Value for Value Platform. You irrevocably release Podcast Index, its owners, managers, members, employees, agents and affiliates absolutely from all liability and responsibility for injury, damages, expenses, loss of property howsoever arising which may occur to you at any time as a result of the use of a Value for Value Platform. You agree to indemnify, and hold harmless, Podcast Index, its owners, managers, members, employees, agents and affiliates from and against all liability, damages, expenses, loss of property, claims, actions and costs of defending such claims and actions.

Section 7: Brand Features; Attribution

a. Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Podcast Index's Brand Features (including any goodwill associated therewith) will inure to the benefit of Podcast Index.

b. Attribution

You agree to display all attribution(s) required by Podcast Index as described in the documentation for the API. Podcast Index hereby grants to you a nontransferable, nonsublicenseable, nonexclusive license while the Terms are in effect to display Podcast Index's Brand Features for the purpose of promoting or advertising that you use the APIs. You must only use the Podcast Index Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. You understand and agree that Podcast Index has the sole discretion to determine whether your attribution(s) and use of Podcast Index's Brand Features are in accordance with the above requirements and guidelines.

c. Publicity

You will not make any statement regarding your use of an API which suggests partnership with, sponsorship by, or endorsement by Podcast Index without Podcast Index's prior written approval.

d. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the APIs you are using and the associated Podcast Index products, Podcast Index may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company and product name. You grant us all necessary rights for the above purposes.

Section 8: Privacy and Copyright Protection

a. Podcast Index Privacy Policies

By using our APIs, Podcast Index may use submitted information in accordance with our privacy policies. You are responsible for providing users with adequate notice of the privacy practices applicable to your API Client.

Section 9: Termination

a. Termination

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Podcast Index with prior written notice and upon termination, cease your use of the applicable APIs. Podcast Index reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

b. Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API, cease all use of the Podcast Index Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. Podcast Index may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use an API.

c. Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 6, 9, 10, and 11.

Section 10: Liability for our APIs

a. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER PODCAST INDEX NOR ITS AFFILIATES, AGENTS, SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS" AND "AS AVAILABLE" BASIS.

PODCAST INDEX HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

PODCAST INDEX MAKES NO WARRANTY THAT: (I) THE APIS WILL MEET YOUR

REQUIREMENTS, (II) THE APIS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APIS WILL BE ACCURATE OR RELIABLE, OR (IV) ANY ERRORS IN THE APIS WILL BE CORRECTED.

PODCAST INDEX IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY FOR THE CONTENT, PRODUCTS, SERVICES, ACTIONS OR INACTIONS OF ANY USER, OR ANY OTHER THIRD PARTY AND PODCAST INDEX WILL HAVE NO LIABILITY WITH RESPECT TO ANY WARRANTY DISCLAIMED HEREIN.

YOU ACKNOWLEDGE THAT PODCAST INDEX HAS NO CONTROL OVER AND DOES NOT GUARANTEE THE QUALITY, SAFETY OR LEGALITY OF PRODUCTS AND SERVICES ADVERTISED ON THE APIS, THE TRUTH OR ACCURACY OF ANY THIRD-PARTY CONTENT.

PODCAST INDEX AND ITS AFFILIATES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE APIS, SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN THE APIS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE APIS AND/OR SITE-RELATED SERVICES IS TO STOP USING THE APIS AND/OR THOSE SERVICES.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

b. LIMITATION OF LIABILITY

UNLESS PROHIBITED BY APPLICABLE LAW, PODCAST INDEX, AND PODCAST INDEX'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. UNLESS PROHIBITED BY APPLICABLE LAW, THE TOTAL LIABILITY OF PODCAST INDEX, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APPLICABLE APIS (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIS AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

IN ALL CASES, PODCAST INDEX, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL

NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

c. Indemnification

Unless prohibited by applicable law, you will defend and indemnify Podcast Index, and its affiliates, agents, suppliers, licensors, licensees, distributors, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. your misuse or your end user's misuse of the APIs;
2. your violation or your end user's violation of the Terms;
3. any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users; or
4. any of you or your end user's negligence, gross negligent, or willful actions or inactions.

Section 11: General Provisions

a. Modification

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, to this website, and/or in the Podcast Index developers console. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

b. U.S. Federal Agency Entities

The APIs were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.

c. General Legal Terms

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and Podcast Index does not take action right away, this does not mean that Podcast Index is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Podcast Index relating to its subject and supersede any prior or contemporaneous agreements on that subject. For information

about how to contact Podcast Index, please visit our contact page.

Except as set forth below: (i) the laws of Washington, U.S.A, will apply to any disputes arising out of or related to the Terms or the APIs and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF JEFFERSON COUNTY, WASHINGTON, USA, AND YOU AND PODCAST INDEX CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If you are accepting the Terms on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the Terms or the APIs. Solely to the extent permitted by United States Federal law: (i) the laws of the State of Washington will apply in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN JEFFERSON COUNTY, WASHINGTON.