



Terms of Service

Effective Date: 17/10/2019

1. Application

These Terms of Use apply to services provided by Bowtie AB, corporate ID 556991-4046, through the website <https://pod.space>, (the "site" or "Podspace").

These terms apply to both physical and legal persons who use the site to host and publish audio media, hereinafter "Customer " or "User".

2. Conditions for Use

All use of the Podspace services is conditional upon you as a User accepting these Terms of Use, which you also confirm when creating a user account.

You can stop using the service at any time and unsubscribe your account. These conditions apply for as long as there is an active user account.

3. The Service

Podspace provides storage and distribution of audio media (Podcasts). We help individual creators and major production companies to distribute podcasts to listeners. In doing so, we support the large platforms that the majority of listeners choose when they consume podcasts; for example, iTunes, Spotify, Google Podcasts and more.

Podspace also provides statistics and listening data to the User based on its listeners behavior and listening frequency.

4. Use of the Service

As a User, you are responsible for all use of the Service and for your login information to be protected from unauthorized access. It is not allowed to transfer or allow someone else to use your account.

By accepting these Terms of Use, you warrant that you will not use the Service for any purpose that violates applicable laws, government regulations or otherwise may cause harm or inconvenience to Podspace or any third parties.

As a User, you are solely responsible for the User Content that you make available via the Site. You acknowledge and agree that Podspace is only acting as a passive conduit for your online distribution and publication of your User Content.

5. User Content

The Customer may provide audio, text, images, logos, videos and/or other material, including third party content (“User Content”) that you share using the Site.

The User Content belongs to the Customer (or to the relevant third parties). However, Podspace is hereby granted a worldwide, transferable and non-exclusive license to use, distribute, publish, and process, information and your User Content that you provide through the Site, without any further consent, notice and/or compensation to you or others.

Other users may also access and share your User Content and information, via the Site, social media, email, and otherwise.

Podspace is not responsible for any public display or misuse of your User Content. Podspace does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we use, may monitor and/or record your interactions with the Site.

If you wish us to remove your User Content from the Site, please send an email to: support@pod.space and we will do so within ten business days of receiving your request.

6. Right to Monitor User Content

Although Podspace is not obligated to monitor the use of the Site or to review or edit any Content, we have the right to do so for the purpose of operating the Site, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to the Site or any Content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any Content to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

7. Publicity

Podspace shall have the right to use the Customer’s company/podcast name and logo as a reference for marketing or promotional purposes on the Podspace website and in other public or private communications with existing or potential customers, subject to Customer’s standard trademark usage guidelines as provided to us from time to time.

8. Price and Payment Terms

For detailed price information for the Podspace service please visit: <https://pod.space>.

Unless otherwise agreed, payment shall be made monthly or annually in advance. Payment is made by credit card via Stripe and is subject to Stripe’s legal terms, which you can find here: <https://stripe.com/en-se/checkout/legal>

9. Processing of Personal Data

When you register as a Podspace User, Podspace will process your personal data in order to provide the Service and to fulfill its obligations according to this Agreement. Podspace warrants that all such personal data will be processed in accordance with the applicable General Data Protection Regulation (GDPR).

Podspace only collects the personal data that you have provided yourself in connection with the registration of your account.

The Customer acknowledges and agrees that Podspace may engage Sub-processors in connection with the provision of the Services, including without limitation the Processing of Personal Data. For more detailed information on how we process your Personal Data please check our Privacy Policy <https://pod.space/en/privacy-policy>.

10. Confidentiality

The User is responsible for protecting license keys and other sensitive information, such as passwords, which are linked to Podspace. The User undertakes to promptly notify Podspace of any possible abuse of the Service and to any kind of security breach relating to the Service.

11. Podspace's right to Suspend Users

Podspace intends to keep all information on the website correct and as updated as possible. However, Podspace is not in any way responsible for any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Site.

Furthermore, Podspace cannot guarantee the availability of the service and cannot be held liable if the service is down or if any functionality does not work as expected.

The total liability of Podspace, for all claims under these terms, including for implied warranties, shall be limited to the amount paid by the Customer for the use of the Service.

Under no circumstances shall Podspace be liable for any loss or damage that is not reasonably foreseeable.

12. Updates and Further Development

Podspace plans to continuously develop, update and improve the Podspace service. All further development is included as part of the subscription and the use of new functionality shall be in accordance with these terms of use, unless Podspace informs that the new functionality requires special conditions.

13. Alterations and Additions

Podspace reserves the right to make changes to these Terms of Service from time to time.

The terms currently in force are published on the website and in the mobile application and you as a User is responsible for making sure you are up to date with any changes.

14. Applicable Law and Disputes

This Agreement shall be governed by Swedish law. Any disputes arising out of or in connection with this Agreement shall be settled by the Swedish General Courts.

15. Contact Us

If You have any questions or complaints about these Terms of Use, please contact us electronically via support@pod.space or send physical mail to:

Podspace C/O Bowtie AB
Mäster Mikael's gata 2B
116 20 Stockholm, Sweden

Attention: Podspace Legal