

Additional Terms of Service for the Google Play Music Podcast Portal

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Introduction. The Google Play Music Podcast Portal (the “Podcast Portal” or any other name as Google may designate for the service) offers a place for podcast creators and distributors to submit their podcasts and other content for distribution by Google on Google Play, as a part of search results and as a part of Google Now. You may use the Podcast Portal only for your wholly original content or for content that you are absolutely positive you have authorization to use on a worldwide basis and permit Google to distribute as set forth in these Podcast Terms (as defined below). In addition, you must have all of both the sound recording rights and the composition rights for any music that is included in any podcast that you submit to the Podcast Portal, plus all the rights for any art, photo, biographical, or other material, including marketing materials that you submit -- and you need to have all those rights for all forms of distribution that are identified in these Podcast Terms.

Additional Terms of Service for the Google Play Music Podcast Portal

The Podcast Portal (or the “Service”) is provided by Google Inc., located at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States. Your use of the Service is subject to these Additional Terms of Service for the Podcast Portal (“Podcast Terms”) together with the terms contained in the agreements listed below (“Other Agreements”). Your use of the Service requires that you agree to the following terms. Please read these Podcast Terms and the Other Agreements carefully. If you do not accept any part of the Podcast Terms, then you may not use the Service. The Podcast Terms together with the Other Agreements are collectively referred to here as the “Terms.” If you are not the Podcast Creator (defined below), please note that by agreeing to these terms you represent and warrant that you (a) have the full legal authority and power to accept these Terms and manage the podcast account on behalf of the the Podcast Creator; (b) you have read and understand these Terms; and (c) you agree, on behalf of the Podcast Creator, to comply with these Terms.

The Other Agreements are:

- the Google Play Terms of Service (“Play Terms”)
- the Content and Conduct Policies for Podcasts on Google Play (“Content Policies”)

Capitalized terms not defined in these Podcast Terms have the meaning given to them in the Play Terms, as applicable.

The Google Privacy Policy explains how we treat your personal data and protect your privacy. You accepted the Google Privacy Policy when you created your Google or Google Apps account and you must comply with the Google Privacy policy when you use the Podcast Portal.

Google reserves the right to modify the Podcast Terms, the Other Agreements or any other terms referenced herein to, for example, to reflect changes to the law, the Podcast Portal or any other applicable Google services. Although we may attempt to notify you when major changes are made to these Podcast Terms, you should periodically review the most up-to-date version at https://play.google.com/intl/ALL_ALL/about/podcast-terms.html). Google may, in its sole

discretion, modify or revise these Podcast Terms and policies at any time, and you agree to be bound by such modifications or revisions. If you do not agree to the modified Podcast Terms, you should remove any Podcast Content you uploaded and discontinue your use of the Service. Nothing in these Podcast Terms shall be deemed to confer any third-party rights or benefits.

The Podcast Portal is currently available only to residents of certain countries and territories (the "Available Territories"). If you reside in a permitted location outside of the Available Territories and you access those limited tools, then solely to the extent of and in relation to that access: (a) these Terms shall govern your use of those tools, and (b) all references to "Google" in the Terms are to be read as references to "Google Inc., Google Commerce Limited., Google Ireland Ltd., and its affiliates."

If you are participating in the Podcast Portal and you enter into a Podcast Content Distribution Agreement with Google governing your use of the Google's distribution of your Podcast Content (defined below) on Google Play, then the Podcast Content Distribution Agreement will continue in effect and supersede these Podcast Terms.

1. Definitions.

"Brand Features" means the names, logos, trademarks, designs and trade names of a party.

"Google Ad Policies" means, collectively the policies available at <https://support.google.com/youtube/answer/188570> and any other policies or technical requirements (as all may be revised by Google from time to time) that are provided to Podcast Creator by Google, from time to time in writing, as such policies apply to the insertion of Podcast Creator-Sold Ads within the Podcast Content. For purposes of this Agreement, references to YouTube advertisements in such policies will instead be deemed to refer to Podcast Creator-Sold Ads inserted by Podcast Creator into the Podcast Content and references to videos will be deemed to refer to Podcast Content.

"Identity" means, with regard to a Podcast Creator, the genuine identity (personal, legal, artistic or corporate) of that Podcast Creator as demonstrated by a match of the Podcast Creator's name, corporate or business entity with correlating data.

"Metadata" means a set of data that describes and gives information about the Podcast Content and/or the Podcast Creator.

"Other Podcast Materials" means all content, including without limitation, the art, artwork, images, Podcast Music, text, photographs, videos, marketing materials and other related materials (including metadata) associated with the Podcast that is submitted or provided by or on behalf of the Podcast Creator or Podcast Creator Representative to Google for distribution via Google Play, in search results and on Google Now in connection with these Podcast Terms.

"Podcast" means a digital file (including, without limitation audio, video, text, etc.) that is made available to users on the Internet for distribution and/or downloading to a computer, portable media player or any other device that is typically available as a series, new installments of which can be received by users or subscribers automatically for distribution and playback in accordance with these Podcast Terms.

"Podcast Content" means collectively, the Podcasts and Other Podcast Materials.

"Podcast Creator" or "you" means an individual podcast creator who (a) is acting on his or her own behalf or is authorized to act on behalf of a podcast creator and (b) registers for a Podcast Creator Account and/or uses the Podcast Portal in any way, including, without limitation, by submitting Podcasts or Other Podcast Materials for distribution in the Podcast Portal (regardless of whether such Podcasts or Other Podcast Materials are published or unpublished; stored; or

made available for promotion, or other distribution by Google). All references to an “Podcast Creator” or “you” in the Podcast Terms are to be read as including any applicable Podcast Creator Representative.

“Podcast Creator Account” means a Google account or Google App account registered to use the Podcast Portal according to the requirements described in Section 2 (“Account Registration”) below.

“Podcast Creator Representative” means a person, company, or other legal entity (such as an agent, lawyer or manager that has full legal authority to represent a Podcast Creator, but is not that Podcast Creator) with regard to any activity undertaken on behalf of that Podcast Creator in connection with the Service.

“Podcast Creator-Sold Ads” means audio-only, pre-roll and mid-roll advertisements provided by Podcast Creator and included for display in Podcast Content delivered to Google for distribution by Google pursuant to these Podcast Terms.

“Podcast Music” means any composition or musical work that is embodied in Podcast Content or Other Podcast Materials.

“Previews” means a promotional clip of Podcast Content of no more than 90 seconds.

“RSS Feed” means a XML-based standard web feed format (including summarized text and other metadata) that is used to publish frequently updated information such as blog entries, news headlines, audio and video content and other frequently updated content appearing on a website.

2. Account Registration. In order to use the Service, you must register as a Podcast Creator or Podcast Creator Representative user using a valid Google or Google Apps account. If you do not already have a Google or Google Apps account, you will be prompted to create one during the Podcast Creator Account creation process and you will be presented with the applicable Google Terms, to which you must agree before proceeding. By creating or selecting a specific Google or Google Apps account for use in connection with a Podcast Creator Account, you are representing and warranting that you have the right to use that account generally, as well as the right to use it specifically to control and manage any Podcast Portal activities that you undertake through the Service. Further, you agree that you will provide only accurate, complete, and current information in connection with registration process, the creation of any Podcast Creator Account and/or any distribution of any Podcast Content. References to Podcast Creator in these Podcast Terms shall be deemed to also apply to Podcast Creator Representatives.

3. Podcast Creator Identity. Unless acting as a Podcast Creator Representative, you may associate your Podcast Creator Account with only one name (e.g, the name of a company or individual) or Identity. You shall not select or use as your Podcast Creator name any company, business or individual name that (a) reflects the name or Identity of another company, business or person or Podcast Creator with the intent to impersonate them, or (b) is subject to the rights of a company, business or person other than you without appropriate authorization. Google reserves the right to refuse, cancel, or suspend any registration, selection, association, or any use or association of the Podcast Portal for any reason, including if it believes, in its sole discretion, that the Podcast Creator name does not reflect the Identity of the Podcast Creator, company or business using or attempting to use it, whether as a result of error or intentional misrepresentation. Intentional misrepresentation is a violation of our Podcast Terms with consequences up to and including account termination.

4. Delivery of Podcast Content. Unless otherwise specified by Google, the Podcast Creator will provide the Podcasts and Other Podcast Materials to the Podcast Portal via a RSS Feed. The

Podcast Creator will need to provide the Metadata as specified in the user interface (including relevant tags identifying content as "Explicit") and in the Help Center for the Podcast Portal. Podcast Creator grants Google the right to download the RSS Feed as well as all other files and resources referenced in the RSS Feed without respect for the robots.txt settings that may or may not be specified by the file hosting system, unless such robots.txt specifically disallows access to "Google-Podcast".

5. License from Podcast Creator.

Right to Host and Distribute Podcast Content. Podcast Creator grants to Google all rights necessary to use the Podcast Content in connection with Google Play, in search results and in Google Now in accordance with these Podcast Terms, including, without limitation, a worldwide, non-exclusive right and license to (a) make copies, transcode, download and store on Google's servers or servers controlled by Google all such copies of the Podcast Content, including any files that are linked to or referenced by the RSS Feed that is provided by the Podcast Creator and as may be required to distribute the Podcast Content to users as described herein, (b) reproduce and distribute Podcast Content to Google Play users, including via download to a user's device and as a part of a subscription; (c) encode, transcode, stream, make publicly available, publicly perform and distribute copies of the Podcast Content, including the right to provide continued access to any Podcast Content to any users who previously downloaded a copy of that Podcast Content even if the content has been removed from the RSS Feed, in order to facilitate that user's permanent ability to access the Podcast Content as authorized by these Podcast Terms; (d) analyze, extract and process content and Metadata from the Podcast Content in order to distribute such content on Google Play and (e) use the Podcast Content for internal research, development and copyright measures such as content identification.

Reservation of Rights. Except for the license granted in these Podcast Terms, as between Google and Podcast Creator and in accordance with applicable law: (i) Podcast Creator will retain all rights, title and interest to the Podcast Content and (ii) Google will retain all rights, title and interest in and to any Google trademarks, systems, technology, files, data or other information. Except as expressly stated herein, these Podcast Terms do not affect any right or defense that either party has under applicable law.

6. Marketing and Promoting Podcast Content. Podcast Creator grants to Google (and its agents and marketing partners) a non-exclusive, royalty-free, worldwide license to use the Podcast Creator's Brand Features, the Podcast titles, Podcast description and Podcast artwork in connection with the marketing, promotion and advertising of the Podcast Content, including on Google Play and compatible applications and devices, including for use in presentations, financial reports, press releases and customer lists, websites and blogs.

7. Google Advertising/No Revenue Share. For the avoidance of doubt, Google has the right to present audio, video and/or display advertisements in connection with Google's distribution of the Podcast Content on Google Play. Notwithstanding the foregoing, Google acknowledges and agrees that Google will not display any pre-roll or mid-roll advertisements in connection with the Podcast Content and will not sell or target advertisements directly against specific Podcast Content or any particular Podcast Creator. For the avoidance of doubt, Podcast Creator shall not be entitled to any royalties, revenue or any other any monetary compensation in connection with Google's distribution of the Podcast Content in accordance with these Podcast Terms, including, without limitation, any monies Google may receive (including, without limitation,

advertising and subscription revenues) in connection with Google's display of advertising pursuant to these Podcast Terms.

8. Podcast Creator-Sold Ads Requirements. Podcast Creator has the right to include Podcast Creator-Sold Ads in the Podcast Content subject to Podcast Creator's compliance with Google Ad Policies. Podcast Creator has the right to retain all monies and revenues associated with such Podcast Creator-Sold Ads. Google has the right to block any Podcast Content or advertisements that contain any Podcast Creator Advertisements and/or any other advertisements that do not comply with Google Ad Policies. In addition, Google may require Podcast Creator to remove any Podcast Creator-Sold Ads from playback or display that violates Google Ad Policies as determined by Google in its reasonable discretion.

9. Takedowns. Podcast Creator can remove the Podcast Content from Google Play via the Podcast Portal in its sole discretion. For the avoidance of doubt, if Podcast Creator (i) removes, blocks or un-publishes Podcast Content from the RSS feed via the Podcast Portal or (ii) terminates its Podcast Creator Account, Google will use reasonable efforts to remove the applicable Podcast Content from Google Play so that such content is no longer visible to existing or new users within 2 business days, provided that the Podcast Content will still be available to users that have already downloaded the Podcast Content to their device.

Google has no obligation to make Podcast Content available on Google Play and reserves the right to remove any Podcast Content from Google Play in its sole discretion. Further, while Google is not responsible for monitoring Podcast Content on Google Play and does not intend, and does not undertake, to monitor Podcast Content on Google Play, if Google is notified by a third party or otherwise becomes aware and determines in its sole discretion that any Podcast Content: (i) violates the intellectual property rights or any other rights of any third party; (ii) violates any applicable law or is subject to an injunction; (iii) is pornographic, obscene or otherwise violates the Podcast Terms, Podcast Policies or other terms of service as may be updated by Google from time to time in its sole discretion; (iv) is not being lawfully distributed by Podcast Creator or a third party affiliated with Podcast Creator; or (v) may create liability for Google or the display of Podcast Content is impacting the integrity of Google servers (i.e. users are unable to access such content or otherwise experience difficulty), then Google may withdraw from, not display or cease displaying the relevant Podcast Content on the Google Play with no liability to Google.

10. Representations and Warranties. By uploading any Podcasts to the Podcast Portal for distribution on Google Play:

you represent and warrant, and can demonstrate to Google's full satisfaction upon request, that (a) you own or otherwise control all rights to your Podcast Content, including without limitation the Podcast Music embodied therein, (b) to the extent permitted by applicable law, you have full authority to act on behalf of any and all owners of any right, title or interest in and to any Podcast Content you upload to the Podcast Portal and the Podcast Music embodied therein, (c) you have permission to use the name and likeness of each identifiable individual person whose name or likeness is contained or used within the Podcast Content and to use such individual's identifying or personal information (to the extent such information is used or contained in the Podcast Content) as contemplated by these Podcast Terms, and (d) you are authorized to grant all of the aforementioned rights to the Podcast Content to Google and all users of the Service.

you guarantee that the use or other exploitation of your Podcast Content by Google and its authorized sub-licensees and distributors and/or by users of Google Play or the Service as contemplated by these Podcast Terms will not infringe or violate the rights of any third party, including, without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights;

you guarantee that no fees of any kind shall be due to any third party except as expressly contemplated herein, including, but not limited to, any union, guild, non-featured vocalist or musician, engineer or producer, for the use or re-use of your Podcast Content as authorized under these Podcast Terms; and

you guarantee that you will not violate any territorial restrictions on the Podcast Content, including by circumventing any technological measures used by Google to enforce such restrictions.

11. Disputes, Transfers and Terminations. Should you at any time lose your rights to manage any aspect of your Identity, Podcasts or Other Podcast Materials (collectively, "Podcast Creator Portfolio"), you must immediately stop using the Service in connection with that aspect of your Podcast Creator Portfolio except as and only to the extent necessary to achieve or effect the termination of the Podcast Creator Account and/or to decouple the association of a Podcast Creator Account with a Podcast Creator Representative ("Termination") or, if applicable, the transfer of the Podcast Creator Account to another person, Podcast Creator, or Podcast Creator Representative ("Transfer"). In the event of a dispute between or among you and any third party (including a Podcast Creator Representative) surrounding the scope or validity of your authorization to manage any aspect of your Podcast Creator Portfolio ("Dispute"), you must immediately stop using the Service as to any aspect of your Podcast Portfolio that is under dispute while the Dispute is pending, except as and only to the extent necessary to carry out any Termination or Transfer following the settlement of a Dispute. It is your responsibility, along with the applicable third party, to resolve any Dispute or other conflict related to or arising from your Podcast Creator Portfolio, or your use of the Service. Google will have no obligation to participate in resolving any Disputes but reserves the right to suspend, limit or terminate any Podcast Creator Account, or to decouple any Podcast Creator Representative association with a Podcast Creator Account, at any time, in its sole discretion, and for any reason (including without limitation during the pendency or following the resolution of any Dispute known to it).

Google shall have no liability to you, any Podcast Creator Representative, or to any third party in connection with the association, coupling, suspension, limitation, decoupling, re-association, Transfer, Termination, or other disposition of any account, including Podcast Creator Accounts, nor for the disposition of any Podcast or Other Podcast Content as a result of such action. Google may at its election, at any time and for any reason, require you or any other party to provide evidence that demonstrates to Google's full satisfaction any mutual agreement, legal order or other document that relates to, compels or authorizes: (a) any particular resolution of a Dispute; (b) any Termination; (c) any Transfer; or (d) your continuation or cessation as a Podcast Creator or Podcast Creator Representative with authority to manage your Podcast Creator Portfolio, and you will provide such evidence promptly upon request. You will not engage in or knowingly permit the abusive, fraudulent, coercive, or punitive use of the Service for any reason, including in connection with any Dispute, Termination, or Transfer.

12. Copyright Notices. It is Google's policy to respond to notices of alleged copyright infringement that comply with applicable intellectual property law (including, in the United States, the Digital Millennium Copyright Act and the local implementations of the European E-

Commerce Directive) and to terminate the accounts of repeat infringers. Details of Google's policy can be found at <http://www.google.com/dmca.html>.

13. Termination. If you fail to comply with any material term of these Terms, Google may terminate your rights hereunder without notice. In case of such termination, Google may immediately revoke your access to the Service and remove any Podcast Content without notice to you and without the refund of any fees. Subject to Section 5, which survives any termination or expiration of these Terms, you may terminate this Agreement as set forth in the General Google Terms, or simply by ceasing to use the Service and withdrawing your Podcast Content and related material from the Service. All other provisions of this Agreement which by their nature should survive termination or expiration shall survive such termination or expiration of these Terms.

14. Warranty Disclaimer. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, GOOGLE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. GOOGLE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. GOOGLE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND GOOGLE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

15. Limitation of Liability. IN NO EVENT SHALL GOOGLE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES,

(IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT GOOGLE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

16. Indemnity. To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Google, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Podcast Content caused damage to a third party. This defense and indemnification obligation will survive these Terms and your use of the Service.

17. Ability to Accept Terms of Service. You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service.

18. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without Google's prior written consent, but may be assigned by Google, in whole or in part, without consent, to a Google affiliate.

19. General. You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over Google, either specific or general, in jurisdictions other than California. These Terms shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and Google that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms, and any other legal notices published by Google on the Service, shall constitute the entire agreement between you and Google concerning the Service. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Google's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Google reserves the right to amend these

Terms at any time and without notice, and it is your responsibility to review these Terms for any changes. Your use of the Service following any amendment of these Terms will signify your assent to and acceptance of its revised terms. YOU AND GOOGLE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Dated: October 7, 2015

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