

## Podcasting and On Demand Subscription Terms and Conditions

These terms and conditions govern an agreement between a Community Radio Broadcasting Service licensee (**Station**) and the **CBAA** for the provision of Digital On-Demand and Podcasting Audio Services to the Station.

### Term

[1] This Agreement shall commence on the agreed start date and extend until the later of the Minimum Term Commitment Date as set out in the engagement letter or the next 30 June (**Term**).

[2] This Agreement will automatically be renewed for one year at the end of the Term unless the Station advises the CBAA in writing of the intention not to renew the subscription no later than thirty (30) days before the end of the Term.

[3] For the avoidance of doubt there is no limit to the number of times that the Term of the Agreement may be extended pursuant to clause 2.

### Services

[4] The CBAA will provide the Station the following Triton Digital products:

- Access to the Omny Studio product suite, including analytic reports and up to 20 programs.
- Access to one copy of the Recording Agent software with 50gb of storage.
- Transcription services at the rate of \$AUD 0.07/min for basic transcription and \$AUD 0.24/min for premium. The CBAA will invoice the Station for any transcription services provided.
- Support provided by Omny Studio. The station must lodge support tickets directly with Omny Studio.

[5] The CBAA agrees to consult and engage with subscriber stations in accordance with the CBAA Member and Stakeholder Engagement Framework, available on the [CBAA website](#).

### Warranties

[6] The Station shall ensure that its website contains a privacy policy notification that

- complies with the applicable laws and
- discloses the collection, usage and disclosing of non-personally identifiable information to third parties and the use of such non-personally identifiable information by third parties. The Station shall not attempt to and shall not assist or knowingly permit any third party to pass information other than non-personally identifiable information to the service provider or otherwise associate the service provider's tracking technology with information other than non-personally identifiable information.

[7] The Station must hold the rights and relevant licenses that enables all of the content on its digital streams to be published in that way.

[8] The Station will not publish any material on its digital streams that is defamatory and/or breaches the Community Radio Codes of Practice.

[9] The Station acknowledges that Triton Digital reserves the right to delete content from its digital streams at any time.

[10] The Station is responsible for keeping its computer operating systems up to date so as to be compatible with Triton Digital's 'Recording Agent' software.

[11] The CBAA is not responsible for any faults or outages that occur in Triton Digital's products, but will work with Triton Digital to resolve these problems within a reasonable timeframe. The CBAA is not responsible for any loss of income or other negative outcomes as result of the Station's usage of Triton Digital's products or services under this agreement.

[12] The Station acknowledges that the Omny Studio software will automatically erase the Station's oldest audio content it has stored on its audio logger to make space to record new audio content, once the audio logger reaches its maximum capacity of 672 hours of audio content.

[13] The CBAA has no responsibility for the installation and maintenance of the computer hardware that the station uses to run the Omny Studio software.

[14] The CBAA has no liability for any content that the Station publishes using the Omny Studio software.

[15] The Station must not use the Omny Studio software to podcast or make available for download any audio content that infringes the exclusive rights of any owner of copyright material. For the avoidance of doubt, the Station must not include music in any audio content it makes available to podcast providers and for download, unless it holds the right to reproduce the music in this way. CBAA and Triton Digital both reserve the right to remove audio content the station has published using Omny Studio at its discretion.

#### Podcast and streaming consumption

[16] The Station authorises Triton Digital to access and measure their podcast and streaming consumption across all digital devices and to translate such data into traditional and digital metrics, for the purposes of quantifying the size and scale of the Station podcast and streaming audience.

[17] The Station acknowledges that Triton Digital is the sole owner of all proprietary interests in the metrics created and processed by Triton Digital and any Triton Digital data provided by Triton Digital to the Station.

[18] The Station continues to be the sole owner of any and all raw data provided by the Station (or by CBAA on your behalf) to Triton Digital. Furthermore, the Station hereby understands and agrees that such metrics may be disclosed by Triton Digital:

- to CBAA;
- on an aggregate and anonymous basis; or
- with the Stations prior written consent.

## Fees and Payment Terms

[19] The Station agrees to pay the CBAA subscription fees associated with the services, as advised to the Station at the time the Station commences their subscription or as updated by the CBAA from time to time upon at least 30 days' notice to the Station. In determining fees for services, the CBAA will consider increases in the Consumer Price Index.

[20] Payment for services under these Terms and Conditions will be according to the CBAA standard payment policy available on the [CBAA website](#). You may choose to pay the subscription annually in full in advance, or monthly via direct debit.

## Dispute Resolution

[21] It is the intention that any practical difficulties encountered will be resolved by the CBAA and the Station in a cooperative and practical manner. Consequently, there is no provision for either party to walk away from the arrangement or cancel it prematurely.

[22] The CBAA and the Station shall attempt to settle any dispute by using the dispute resolution process provided for in the CBAA Dispute Resolution Policy available on the [CBAA website](#).

## Termination of Agreement

[23] The CBAA may terminate the Station's subscription without notice if the Station fails to pay fees due within 14 days of the issue of a properly rendered invoice.

## General Conditions

[24] These Terms and Conditions record the entire agreement between the CBAA and the Station regarding provision of the Services. Neither party has given any warranty other than that expressed in this document.

[25] CBAA reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms and Conditions at any time by providing notice to the Station. CBAA may do so by publishing the amended Terms and Conditions to the [CBAA Website](#) and by email to the Station. It is the Station's responsibility to check these terms and conditions periodically for changes. The Station's continued use of the Services following the posting of changes will mean that the Station accepts and agree to the changes.

[26] Nothing in this agreement constitutes a contractual relationship between The Station and Triton Digital.

[27] By signing below, the Station hereby acknowledges and agrees that they have read, understand and will comply with the terms and conditions of the Agreement.

[28] CBAA has Executed this document by providing this Agreement to the Station.

[29] The Station Executes this agreement by agreeing to these Terms and Conditions, and then submitting it online.

[V02112020]