

BROADCASTMATE LLC – PHOENIX ARIZONA

SPOT RADIO ADS – BANNER ADS DISPLY – AUDIO AND VIDEO PRODUCTION TERMS

UPDATED APRIL 1, 2023

RECITALS:

UPON AGREENING AND PAYING FOR SERVICES YOU AGREE TO ALLOW BROADCASTMATE LLC AND ET AL, HEREBY DEFINED AS BROADCASTMATE TO AUTO BILL YOU IN ADVANCE FOR NORMALLY REPEATING ELECTRONIC AND DIGITAL INTERNET ADVERTISING SERVICES WHATEVER FORM THEY MAY TAKE. THIS APPLIES TO ANY COMMIRICAL AD PRODUCTION TOO AS BROADCASTMATE SEES FIT.

YOU GIVE BROADCASTMATE PERMISSION TO USE YOUR NAME AND ANY LOGOS REGARDED AS TRADEMARKS IN YOUR ADVERTISING SERVICES PROVIDED DIRECTLY BY YOU TO BROADCASTMATE. HEREBY YOU ALSO WARRANT THAT ANY MATERIALS DO NOT INFRINGE ON ANY THIRD PARTIES INTELLECTUAL RIGHTS. OTHERWISE, YOU WILL PROVIDE EVIDENCE OF PERMISSION FROM ANY NAMED THIRD PARTY. ANY ADS AND OR BANNER OR MATERIALS PROVIDED BY YOU SHALL BE ASSUMED TO HAVE RIGHTS TO ALLOW BROADCASTMATE TO USE IN PRODUCTION AND PUBLICLY PERFORM YOUR ADVERTISING MATERIALS. YOU ARE RESPONSIBLE FOR THAT AND NO FURTHER EVIDENCE IS REQUIRED TO BE PRESENTED. BROADCASTMATE HAS A VAST LIBRARY OF MUSIC AND OR IMAGES, VIDEOS ETC., THAT ARE ROYALTY FREE FOR THE PURPOSE OF PRODUCTION OF ELECTRONIC MEDIA WITH AND WITHOUT VIDEO SYNC RIGHTS AS APPROPRIATE FOR DEFINED SPECIFIC PURPOSES. YOU WILL COMPLY WITH ALL F.T.C. AND F.D.A. REQUIREMENTS IN YOUR AD MATERIALS AND SERVICES PROMOTED. IT IS YOUR REponsibility TO REQUEST CUE SHEETS AS REQUIRED FOR PUBLIC PERFORMANCE PURPOSES IE PUBLIC BROADCAST IN ANY MEDIUM NOW KNOWN OR YET TO BE DESIGNED FOR SUCH.

YOU INDEMNIFY BROADCAST MATE LLC AND ET AL FROM ANY HARM, HARRASMENT, PERSONAL FINANCIAL, MENTAL OR PHYSICAL INJURY ACCIDENTAL OR DELIBERATE CAUSED TO ANY PERSON OR INSTITUTION AND BUSINESS WORLDWIDE FROM THE PERFORMANCE OF YOUR ADVERTISING AND PRODUCTION REQUESTS FROM YOU.

YOU AGREE TO THIRD PARTY ARBITRATION FOR ANY DISPUTES THAT CANNOT BE RESOLVED BY DIRECT CONVERSATION BETWEEN ALL PARTIES INVLOVED. FOR THE PURPOSES OF ANY LITIGATION THE LAWS OF THE STATE OF ARIZONA, USA SHALL APPLY.

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IT IS YOU OUR CLIENT THAT IS RESPONSIBLE FOR THE TIMELY DELIVERANCE TO BROADCASTMATE OF ANY THIRD PARTY PRODUCTION MATERIALS SHOULD A DELAY COME ABOUT DUE TO MISSING PRODUCTION DEADLINES FOR CAMPAIGNS. YOU THE CLIENT WILL EMAIL AND OR ELECTRONICALLY SEND ANY AD MATERIALS VIA THE INTERNET. BROADCASTMATES MAXIMUM LIABILITY SHALL BE THE RENUMERATION PAID TO BROADCASTMATE WITHIN THE LAST 30 DAYS CHARGES OR SPECIFIC TO PROJECT AND TITLE OF DIGITAL ITEM. IF ANY PRODUCTION PERFORMED BY BROADCASTMATE ON ITS OUTLETS IS USED BY YOU ELSEWHERE ON A NON BROADCASTMATE MEDIUM YOU WILL NEED WRITTEN AND ELECTONICALLY SIGNED (WITH A SIGNATURE AS SUCH /*****/) PERMISSION FROM BROADCASTMATE. ADDITIONAL TALENT AND PRODUCTION CHARGES MAY BE REQUESTED.

PERMISSION TO REPLICATE AND REBROADCAST ON AND THROUGH ANY PUBLIC OR PRIVATE MEDIUM, DIRECTLY OR INDIRECTLY AND TO ALLOW BROADCASTMATE LLC TO REBROADCAST ON ANY AFFILIATE(S) WHETHER THEY BE TERRESTRIAL BROADCAST RADIO OR INTERNET RADIO, TELEVISION, VIDEO, IMAGE SRVICES IN ANY MEDIUM AVAILABLE TO THE PUBLIC. THIS PERMISSION EXTENDS TO AND INCLUDES ANY COMMERICAL COMMUNICATION DELIVERY SERVICES FOR BACK HAUL AND CONVAYENCES TO AND FOR RETRANSMISSION RIGHTS TO THIRD PARTY PROVIDERS SUCH AS COMMON CARRIERS AND OTHER UN SPECIFIED ELECTRONIC CARRIERS AS DEFINED OR NOT BY THE F.C.C. AND OR LOCAL AND REGIONAL GOVERNMENTS.

SALES TAXES IN ANY FORM OR DOMICILE ARE THE RESPONSIBILITY OF YOU THE CLIENT. BROADCASTMATE LLC WILL USUALLY MAKE INITIAL EFFORTS TO COLLECT SUCH AS THROUGH THIRD PARTY BILLING AND INVOICING SERVICES. WE BILL BY INDIVIDUAL INVOICE AND NO MONTHLY STATEMENTS WILL BE AUTOMATICALLY ISSUED. SALES TAXES OFTEN APPLY TO ELECTRONIC, DIGITAL AND PHYSICAL ITEMS PRESENTED ON BROADCASTMATE LLC FACILITIES AND OR ANY THIRD PARTY AFFILIATES WHOEVER THEY MAY BE.

THIS IS BROADCASTMATES LLC COMPLETE RECITAL OF TERMS AND POLICIES. ANY CHANGES REQUESTED MUST BE MADE IN WRITING AND ANY VERBAL DISCUSSIONS SHOULD NOT BE ACCEPTED AS THE FINAL WORD IN A MATTER OF DISCUSSION REGARDING MATERIALS OR SERVICES.

BY COMPLETING A PAYMENT OF INVOICE FROM BROADCASTMATE IT IS ASSUMED YOU READ AND ARE IN AGREEMENT WITH AND ACCEPT IN FULL THESE STANDARD TERMS.