

# Leadercast NOW Terms of Service

Please read these Terms of Service carefully before using Leadercast NOW or becoming a member/subscriber of Leadercast NOW.

## 1. Introduction

Welcome to the Leadercast®NOW website (“Leadercast NOW”). Leadercast NOW is owned and operated by GiANT Impact, LLC (“GiANT Impact,” “we,” “us,” “our”). This page contains the Terms of Service for Leadercast NOW (“Terms of Service”), which govern your use of Leadercast NOW and your subscription to Leadercast NOW. By using Leadercast NOW, you acknowledge that you understand the terms and conditions set out here and that you agree to comply with these Terms of Service. If you are not able to accept and abide by these Terms of Service, please do not use Leadercast NOW.

## 2. Changes to Terms of Service

We reserve the right, at our discretion, to change, modify, add, or remove portions of these Terms of Service at any time. When we make changes to the Terms of Service that we consider material, we will notify you by email or within Leadercast NOW. Your continued use of Leadercast NOW following the posting of changes to these terms will mean you accept the changes to the Terms of Service.

## 3. Leadercast NOW Subscriptions and Trials; Account Information; Subscription Fees/Payments

**3.1 Leadercast NOW Subscriptions; Trials.** Leadercast NOW is a premium leadership-learning service available through paid subscription. You must become a subscriber to Leadercast NOW (a “Subscriber”) and pay the associated subscription fees in order to access and use the content on Leadercast NOW, unless you are the beneficiary of a free trial use of Leadercast NOW (a “Trial”).

We offer Trials from time-to-time. A Trial becomes effective at the time you register with us and expires on the date stated at the time of your registration. These Terms of Service (except the provisions relating to fees and renewal terms) apply to use of Leadercast NOW during a Trial.

**3.2 Account Information.** If you register as a Subscriber or Trial user of Leadercast NOW, you will use a username and password that is unique to you. If your subscription or Trial use of Leadercast NOW has been provided by or through a third-party (a

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“Third-party Provider”), such as your employer or an educational institution, the “Third-party Provider” may have provided us with information about you to enable us to provide you with access to Leadercast NOW (such as your email address or name). In all circumstances, you are responsible for maintaining the confidentiality of your username and password to the system, and you are responsible for all activities that occur under your username and password. Your subscription and your rights to use Leadercast NOW are not transferable. Any password or right given to you to obtain, or access, information is not transferable. Please notify us of any unauthorized use of your username and password, or any other breach of security, by contacting us at [leadercastnow@leadercast.com](mailto:leadercastnow@leadercast.com).

## **3.3 Billing, Renewal and Cancellation Terms for Individual and Team Subscribers (includes Automatic Renewals).**

**3.3.1 Billing Terms.** Individual members are billed according to periodic terms outlined in the offer to which they subscribe (i.e. monthly or annually); Teams are billed exclusively on an annual basis. All billing occurs in advance of the period, or term of use, and members are responsible for payment on the invoiced date of service. The monthly or annual membership fee amount may change for a future term unless otherwise indicated in the offer to which one subscribes. Cancellation after the billing date will NOT result in a refund or credit, except as provided in section **3.3.3 Cancellation Terms** below. Please note, if your Leadercast NOW subscription is provided by or through a Third-Party Provider, some or all of the above provisions relating herein to fees and renewal terms may not apply to you. Please contact your Third-Party Provider for details. Leadercast may cancel your subscription or Trial at any time, based on changes in status with the Third-Party Provider, by notifying you.

**3.3.2 Renewal Terms.** Individual members with monthly membership plans are pre-paying for the upcoming billing period on a monthly basis. Payment will automatically renew each month until the membership is cancelled. Individuals, and Teams, with Annual memberships pre-pay for the upcoming billing period on an annual basis with their membership automatically renewing each year until cancelled.

### **3.3.3 Cancellation Terms.**

**3.3.3.1 Monthly Subscriber Cancellation Terms.** Individual monthly membership plans cancelled in a current month (i.e. billing cycle) in the first 24-hours following the payment transaction for that billing cycle, will receive a refund for current billing cycle. In such instances where refunds are issued however, all access to content

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defined by the membership plan will be revoked at that time. Following the first 24-hours after a payment transaction, requests for cancellation will apply to future billing cycles, in which the subscriber's membership plan will no longer auto-renew. In such cases however, the member will retain access to all content as defined by the membership plan for the remainder of that current billing cycle. Any refund issued will be in the form of a credit to the credit card or payment account to which the membership fee was originally charged.

**3.3.3.2 Annual Subscriber Cancellation Terms.** Individual subscriber, and Teams, with annual membership plans cancelled in the first 24-hours following the payment transaction for the current billing cycle, will receive a refund, with respect to the current billing term. In such instances where refunds are issued however, all access to content defined by the membership plan will be revoked at that time. Following the first 24-hours after a payment transaction, requests for cancellation will apply to future billing cycles, in which the subscriber's membership plan will no longer auto-renew, however they will retain access to all content as defined by the membership plan for the remainder of the current billing cycle. Any refund issued will be in the form of a credit to the credit card or payment account to which the membership fee was originally charged.

**3.3.4 Cancelling a Subscription for Refund.** Subscribers may cancel the Auto-Renewal on their subscription at any time from their user profile **Dashboard** on the **Subscription** tab on *Leadercast.com/dashboard* by clicking **Change** next to their active membership plan, and then clicking **Cancel Subscription**. If a subscriber wishes to ask for a refund of their membership fee, please send an email to [leadercastnow@leadercast.com](mailto:leadercastnow@leadercast.com) with a request to that effect.

## 4. Privacy

Leadercast NOW user registration data and other information about you are subject to our Privacy Policy. Your information may be stored and processed in the United States; if you reside outside of the United States, by becoming a Subscriber and/or using Leadercast NOW through a Trial, you consent and agree to the transfer of your information outside of your country to the United States, which may have different data protection rules than your country.

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By becoming a member/subscriber and/or using Leadercast NOW through a Trial, you consent and agree to receive emails from us in accordance with the terms of our Privacy Policy. In addition, if you specifically consent to receive SMS messages or push notifications from us, you may from time-to-time receive SMS or push notifications from us. For more information, please see our Privacy Policy.

Leadercast NOW is marketed for and directed towards adults over eighteen (18) years of age, and we do not knowingly collect or solicit personal information from children under the age of 13. You must be at least 13 years of age to register with Leadercast NOW, subscribe as a Subscriber, obtain a Trial, and/or post personal information on Leadercast NOW.

## 5. Leadercast NOW Content

Unless otherwise noted, all materials, including, but not limited to, videos and audio files, articles, images, illustrations, photographs, text, graphics, images, metadata and other data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property that are part of or otherwise available through Leadercast NOW (collectively, the “Content”) are protected by copyright and owned, controlled or licensed by GiANT Impact, or our licensors, advertisers or the party credited as the provider of the Content, and are subject to all additional copyright notices, information or restrictions contained in any Content accessed through Leadercast NOW.

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## 6. Subscriber Content and Community Rules

**6.1** Subscriber Content. We may offer Subscribers and users of Leadercast NOW the opportunity to comment on and engage in discussions regarding Content, articles, postings and various topics, and to participate in self-assessments, surveys, peer assessments and other postings within Third-party Provider “Closed Groups” (as defined in Section 6.3 below), and other evaluations relating to the Content. Any content, messages, information, statements, graphics, audio, images, and links you submit as part of creating your Subscriber/user profile or in connection with any of the foregoing activities is referred to as “Subscriber Content” and is subject to these Terms of Use.

**6.2** Subscriber Content Understandings/Limitations. Subscribers and users of Leadercast NOW are solely responsible for the content of their Subscriber Content and communications. Unless (i) specifically provided otherwise on Leadercast NOW or (ii) otherwise submitted within a Third-Party Provider’s “Closed Group” (as defined in Section 6.3 below), Subscriber Content should be considered to be generally accessible by all Subscribers and users of Leadercast NOW. If you upload, post or submit any Subscriber Content, you represent to us that you have all the necessary legal rights to do so, and that such actions will not violate any law or the rights of any person.

You understand and agree that Subscriber Content includes information, views, opinions, and recommendations of many individuals and organizations, and that we do not endorse any recommendation or opinion made by any Subscriber or user of Leadercast NOW. We do not routinely screen, edit, or review Subscriber Content; please approach Subscriber Content with appropriate skepticism, as Subscriber Content may be misleading, deceptive, or in error. We reserve the right to monitor or remove any Subscriber Content from Leadercast NOW at any time without notice.

**6.3** Third-party Providers; Closed Groups. If your subscription is provided by or through a Third-party Provider, your Subscriber Content (as well as your Subscriber/user profile and any statistical information relating to your use of Leadercast NOW) may be available for viewing and use by your Third-party Provider. Please contact your Third-party Provider for details regarding its access to and use of your Subscriber Content and your other Leadercast NOW user information. In addition, we may offer certain Third-party Providers the opportunity to form and manage their own separate closed groups within Leadercast NOW (“Closed Groups”), access to which is limited to Subscribers of the Closed Group, as defined by the Third-

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party Provider. Closed Groups may provide certain features (such as peer review assessments, progress monitoring, and other features) that will be accessible and viewable by not only the Third-party Provider managing the Closed Group, but also by the Subscribers of the Closed Group. If your Third-party Provider provides a Closed Group, please contact your Third-party Provider regarding the features of its Closed Group, and regarding access to and use of your Subscriber Content within the Closed Group.

**6.4 Subscriber Content Access and Portability.** We do not offer Subscribers or users of Leadercast NOW the ability to access or otherwise retain contributed Subscriber Content. If your subscription is provided by or through a Third-party Provider, however, your Third-party Provider may provide certain features that allow you to access your Subscriber Content. Please contact your Third-party Provider regarding your access to your Subscriber Content.

**6.5 Grant of Rights.** You agree that upon uploading, posting or submitting information on Leadercast NOW, you grant GiANT Impact, and our respective affiliates and successors a non-exclusive, transferable, worldwide, fully paid-up, royalty-free, perpetual, irrevocable right and license to use, distribute, publicly perform, display, reproduce, modify, adapt, publish, translate, and create derivative works from and distribute such materials or incorporate such materials into any form, medium, or technology NOW known or later developed throughout the world from your Subscriber Content in any and all media, in any manner, in whole or part, without any duty to compensate you.

**6.6 Community Rules for Subscribers and Subscriber Content.** The following Community Rules apply to Subscribers and users of Leadercast NOW submitting Subscriber Content:

1. (a) You will not upload, post or submit anything (or links to anything) that is libelous, defamatory, obscene, pornographic, threatening, invasive of privacy or publicity rights, abusive, illegal, harmful, offensive or otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party, or that would otherwise give rise to liability or violate any law.
2. (b) You specifically acknowledge that soliciting other Subscribers or users of Leadercast NOW is expressly prohibited and that you will not distribute or

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otherwise publish any material containing any solicitation of funds, promotion, advertising, or solicitation for goods or services.

3. (c) You will not represent that you are any other person or imply any connection with any person or organization with which you are not in fact associated.
4. (d) You must demonstrate appropriate respect for other Subscribers and users, and will not personally attack, stalk or harass another Subscriber or user.
5. (e) You will comply with all applicable laws and will not use Leadercast NOW or any community forum for illegal purposes.
6. (f) You will not upload, post or submit anything that contains any viruses, cancel bots, Trojan horses, harmful code, or other computer software or program designed to interrupt another person's enjoyment of Leadercast NOW.

## 7. Links to other Websites and other Communications

We may link to, or promote, websites or services from other companies. For example, we may link to third-party websites that permit you to purchase books and other materials authored by speakers and other individuals featured on Leadercast NOW. You agree that we are not responsible for, and do not control, those websites or services, and we expressly disclaim all liability for any communications directed to you from any third-party directly or indirectly in connection with Leadercast NOW. Any reference made by Leadercast NOW to any specific commercial product, process, or service (or provider of such product, process or service) by trade name, trademark, hyperlink, or otherwise, does not necessarily constitute or imply an endorsement, recommendation, or favoring by GiANT Impact. Any opinions, advice, statements, services, offers or other information expressed or made available by third parties, including information providers, Subscribers, Third-party Providers, Leadercast NOW users, or others, are those of the respective author(s) or distributor(s) and do not necessarily state or reflect those of GiANT Impact.

## 8. Disclaimers and Limitation of Liability

The Content contained on Leadercast NOW has been prepared by GiANT Impact as a service to Subscribers and is not intended to constitute personal counseling, legal, accounting, tax or financial advice from a professional counselor, attorney, accountant, certified financial planner, or tax preparer. While we have used reasonable efforts in collecting, preparing and providing quality information and material, we do not warrant or guarantee the accuracy, completeness, adequacy or

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currency of the information contained on or linked to Leadercast NOW. Users of information from Leadercast NOW do so at their own risk.

You agree that your access to, and use of, Leadercast NOW and the Content available through Leadercast NOW is on an “as-is,” “as available” basis, and GiANT Impact and its subsidiaries and affiliates and their respective shareholders, directors, officers, employees, advertisers, content providers and licensors (the “GiANT Parties”) specifically disclaim any representations or warranties, express or implied, including, without limitation, any representations or warranties of merchantability or fitness for a particular purpose. The GiANT Parties do not guarantee the continuous, uninterrupted or secure access to Leadercast NOW or any related services. The operation of Leadercast NOW may be interfered with by numerous factors outside the control of the GiANT Parties.

The GiANT Parties will not be liable (jointly or severally) to you or any other person as a result of your access or use or nonuse of Leadercast NOW for indirect, consequential, special, incidental, punitive, or exemplary damages, including, without limitation, lost profits, lost savings and lost revenues, whether or not characterized in negligence, tort, contract, or other theory of liability, even if any of the GiANT Parties have been advised of the possibility of or could have foreseen any of the excluded damages, and irrespective of any failure of an essential purpose of a limited remedy. If any applicable authority holds any portion of this section to be unenforceable, then the GiANT Parties’ liability will be limited to the fullest possible extent permitted by applicable law.