

# Amazon Music for Podcasters

Via Amazon Music for Podcasters

## Amazon Music for Podcasters Terms and Conditions

~~CONTENT LICENSE AGREEMENT~~ Last updated 9th February 2022

~~This Content License is an Agreement (this “Agreement” as defined below) is entered into by and among between you (“Content Provider” or “you”), on the one hand, and individually, each of Amazon.com Services LLC (“ASLLC”), Amazon Digital UK Limited (“ADUK”) and, Amazon.com Sales, Inc., and any other Affiliate that joins as a party to the Agreement, in each case solely with respect to such entity’s exercise of its rights and compliance with its obligations in connection with the countries, territories, and provinces designated by Amazon, and governs your use of the Amazon Music for Podcasters service (“AS” Amazon Music for Podcasters”). An “Affiliate” is any entity that directly or indirectly controls, or is controlled by, or is under common control with an Amazon party. “Amazon,” “we,” or “us” means, together, the other hand (ASLLC, ADUK, AS) Amazon parties and their Affiliates, collectively. “Amazon,” “we” or “us”). Each of ASLLC, ADUK, AS and Content Provider All rights granted to Amazon under the Agreement may be referred exercised by Amazon, its Affiliates, and subcontractors providing services in connection with the Services or Amazon Music for Podcasters.~~

~~Before using Amazon Music for Podcasters, please read these Terms and Conditions, all related rules and policies (including any specific rules, usage restrictions, and other conditions or procedures that we post or update on or through Amazon Music for Podcasters or on any help or other informational page for Amazon Music for Podcasters), the [Privacy Notice](#)~~

~~, the [Conditions of Use](#) and the [Interest-Based Ads](#)~~

~~notices (collectively, the “Agreement”). For individuals located in the European Union, the United Kingdom, Canada, India, Japan, Australia and New Zealand, and Brazil only: the Amazon.com Privacy Notice is not part of your Agreement. The version of these notices applicable to below as you is based on your location and is available for your review [here](#)~~

~~The Agreement takes effect when you click an “I Accept” button or check box presented to you when setting up your Amazon Music for Podcasters account (the “Effective Date”). We may amend the Agreement at any time by posting the revised terms on or through Amazon Music for Podcasters. To the extent permitted by law, your continued use of Amazon Music for Podcasters after any amendment evidences your agreement to be bound by it.~~

~~You represent to us that you are lawfully able to enter into the Agreement (e.g., you are not a “Party”, minor). If you are entering into the Agreement for an entity, or collectively individual, such as the “Parties” company you work for or the podcaster you represent, you represent to us that you have legal authority to bind that entity or individual.~~

1. ~~The Services. We make, or plan~~ **GENERAL DESCRIPTION.** Amazon Music for Podcasters allows you to ~~make, submit audio and audiovisual podcast audio, content with its associated Metadata advertisements, metadata, intellectual property, and Artwork artwork (“Content”), available to us for inclusion in our services (e.g. Amazon Music), including and our Affiliates’ (e.g., Audible) services (e.g. Audible), (each a “Service”, and collectively, the~~

~~“Services”) throughout the World, including any country and its respective territories and possessions (each, a “Country in the Territory”).~~

## 2. Content ELIGIBILITY.

### 2.1.

To use Amazon Music for Podcasters, you must have an Amazon account and be a podcaster or authorized representative of a podcaster whose content is provided to Amazon for distribution on the Services.

### 2.2.

You may not share your Amazon username and password with others or use anyone else’s Amazon username and password. You will make all Content to which you have the appropriate rights may not use a false e-mail address, impersonate any person or entity, or otherwise provide any false or misleading information, including any information provided in each Country in the Territory available to us (either directly establishing an account or via a third-party hosting company you authorize) for use under this Agreement through an XML-based standard web-rich site summary feed format (“RSS Feed”) or any other data feed procedures we provide for that purpose. If requested, you will use your best efforts to give us information available to you with respect provided as to the ownership of any Content.

### 2.3.

You are responsible for all communications and control activities that occur in compositions embodied in any sound recording in relation to Amazon Music for Podcasters which come from your Content (computer or computer facilities, including but not limited to the name of the sound recording) in a form that we designate your e-mail account and password.

## 3. CONTENT.

### 3.1.

You will only deliver Content to us for which you have obtained all necessary rights, consents, and waivers (including, but not limited to, sound recordings, musical works, compositions-, lyrics, and/or lyrics performances that may be included in Content) that may be required in connection with our exploitation of the rights you’ve granted under ~~this~~the Agreement.

~~∅~~ You are responsible for and agree to pay any fees due with respect to your Content. Grant You will give us information we request with respect to the ownership and control in compositions embodied in any sound recording in your Content. Your submission of Rights Content to us does not change your ownership of such Content.

### 3.2.

You will not deliver Content that:

#### a.

injures or violates the rights of any third party, including privacy, publicity, copyright, moral rights, trademark, patent, or other intellectual property rights;

#### b.

implies an association with or endorsement by any third party that has not authorized such association or endorsement;

#### c.

would require us to pay royalties or any other fees to any third party for use of your Content as permitted under the Agreement;

d.

is defamatory;

e.

is primarily intended to advertise products or services;

f.

is sexually graphic or explicit;

g.

harasses or bullies any group or individual;

h.

is illegal or that promotes, endorses or incites users of the Services to engage in illegal activity;

i.

targets any group or individual with derogatory comments, hateful remarks or threats or that promotes groups or organisations that support such beliefs;

j.

is false, deceptive (e.g. common misspellings and sound-alikes), or that may otherwise mislead users of the Services; or

k.

promotes, endorses or incites users of the Services to engage in dangerous, harmful (including self-harm) or violent acts.

3.3.

Advertising or sponsorship messages in your Content will comply with all applicable laws and Section 3.2 and will not reference weapons, ammunition, cigarettes (including e-cigarettes), or tobacco.

3.4.

You will designate explicit (e.g. adult) Content as such by using the explicit Content flag.

3.5.

You will deliver Content through an XML-based standard web rich site summary feed format ("RSS Feed") or another data feed procedure we provide for that purpose.

3.6.

We will not embed any advertisements in your Content.

3.7.

We will not re-host your Content.

#### 4. RIGHTS.

##### 4.1.

**License Grant.** You grant us and our Affiliates the worldwide, non-exclusive, royalty-free, sub-licensable right to use, market, promote, advertise, display, transcribe, ~~cache~~ (to facilitate access to Your Content in the Services), transmit, distribute, communicate to the public, make available (including via stream and download), ~~sublicense~~ and perform your Content, ~~Artwork in any media~~ and ~~Metadata, as applicable, technology formats~~ in connection with the Services ~~in each Country in~~ and Amazon Music for Podcasters. You hereby waive, to the Territory fullest extent permitted by law, for the ~~duration~~ benefit of us, our Affiliates and sub-licensees all moral rights in your Content.

##### 4.2.

**Suggestions.** If you provide suggested improvements to our Services (“Suggestions”) to us, we will be entitled to use Suggestions without restriction. You hereby irrevocably assign, including by present assignment of future rights, to us all right, title, and interest in and to Suggestions and agree to provide us any assistance we require to document, perfect, and maintain our rights in Suggestions.

##### 4.3.

**Trademarks; Publicity.** Under our trademark, brand, and marketing guidelines available on Amazon Music for Podcasters (collectively, the Term:

~~4. Content Restrictions. Your “Trademark Guidelines”), we may make certain trademarks, logos, badges, or trade dress available for you to use to promote your Content may not (a) include advertising that does not in connection with the Services. You must comply with Amazon’s Creative Acceptance Policies the Trademark Guidelines in your use of those trademarks, which Amazon may update from time to time logos, badges, and which are currently located at <https://advertising.amazon.com/resources/ad-policy/en/creative-acceptance#generalcreativeguidelines>~~

~~(trade dress, and unless you have received our express written permission, you will not otherwise use any successor or related locations designated by Amazon); (b) promote or contain pornography or sexually explicit trademark, obsceneservice mark, violenttrade name, harassingcommercial symbol, discriminatorydomain, libelous or defamatory materials, or content that in our judgment is inappropriate or offensive; (c) promote, facilitate or undertake illegal or potentially illegal activities or (d) violate or infringe or promote the violation or infringement of any intellectual property, proprietarytrade dress, or other rightsproprietary right of ours (or any person or entityvariant thereof). AmazonYou will not embedadopt or attempt to register any advertising in proprietary right of ours (or re-host your Contentany variant thereof).~~

#### 5. TermSECURITY AND DATA PRIVACY.

##### 5.1.

**No Reverse Engineering or Circumvention.** You will not, and Terminationyou will not encourage, assist, or authorize any other person to, modify, reverse engineer, circumvent, decompile, disassemble, dupe, or otherwise tamper with any part of the Services or Amazon Music for Podcasters.

##### 5.2.

**No Bulk Data Collection.** You will not, and you will not encourage, assist, or authorize any other person to “crawl” the Services or Amazon Music for Podcasters or otherwise use any data mining, scraping, or other data gathering tools to collect information from Amazon.

##### 5.3.

Data. Unless otherwise permitted by us, you will not collect, store, or use for any purpose any information pertaining to our customers, including for targeted advertising. This You will not attempt to derive data that is more detailed than the data you receive (e.g., to determine personal information about a user of the Services).

6. TERM AND TERMINATION. The Agreement commences upon your acceptance of it (“begins on the Effective Date”) and continues in perpetuity until terminated (“Term”) until terminated by one Party party, upon no less than ~~two~~ three business days’ notice to the other Party party.

67. Representations and Warranties **CHANGES AND SUSPENSION.**

7.1.

Changes. We may change, suspend, or discontinue Amazon Music for Podcasters, or any part of it, at any time. From time to time, we may add features to or remove them from Amazon Music for Podcasters. There may be unusual circumstances where we may no longer be able to provide you access to particular features.

7.2.

Suspension and Termination by Us. Your rights under the Agreement will automatically terminate without notice if you fail to comply with its terms. We may (a) terminate the Agreement; (b) restrict, suspend, or terminate your use of Amazon Music for Podcasters; or (c) remove your Content from our Services at any time in our sole discretion.

8. REPRESENTATIONS AND WARRANTIES. You represent and warrant that (a) you have the full right, power and authority to enter into and perform this Agreement and this Agreement does not conflict with the terms of any other Agreement you have already entered into on or before the Effective Date; (b) neither the exercise of the rights granted under this Agreement nor any materials embodied in the Content, nor any Artwork or Metadata, nor the distribution of any of them, will violate or infringe upon the privacy rights, publicity rights, intellectual property rights or other rights of any third party, or contain defamatory material or obscene matter of any kind or any material likely to incite religious hatred or criminal activity or breach any duty of confidence of any person or violate any laws or regulations of any jurisdiction and you have obtained all rights, consents, waivers and releases required to grant the rights, and deliver the Content, Artwork or Metadata, to Amazon under this Agreement; (c) we can exploit the rights granted under this Agreement without the need for any further payment to any party and (d) you are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government, the European Union or its member states, the ~~UK~~ United Kingdom Government (e.g., HM Treasury’s Office of Financial Sanctions Implementation’s list) or other applicable government authority.

79. ~~Indemnification~~ **INDEMNITIES.** You ~~will~~ agree to indemnify, defend and hold ~~the harmless Amazon Indemnified Parties harmless from and against any loss, claim, liability, damage, cost, expense, action or cause of action~~ (including ~~reasonable attorneys~~ Amazon’s fees ~~Affiliates~~) ~~that arises~~ and its directors, officers, employees, agents, and assigns from (a) your actual all claims, liabilities, damages, and expenses, including reasonable legal fees and expenses, arising out of or ~~alleged~~ in connection with Content you submit, your breach of ~~any term~~ the Agreement, or from your improper, unauthorized, or unlawful use of this Agreement; ~~(b) your failure to comply with all applicable laws in your performance of your obligations and exercise of your rights under this Agreement or (c) any claim that our exercise of our rights hereunder violates any law or the right of any third party. You will not consent to the entry of any judgement or settle any claims without our prior written consent. You will use counsel reasonably satisfactory to us to defend any claims. If we reasonably determine that a claim might adversely affect us, we may take control of the defense at our expense (and without limiting your indemnification obligations). You will not assert, authorize, encourage or participate in any patent infringement claim against us with respect to the Services~~ Amazon Music for Podcasters.

810. ~~Limitation of Liability.~~ EXCEPT WITH RESPECT TO ITS INDEMNITY OBLIGATIONS UNDER SECTION 7 OF THIS AGREEMENT OR OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 9 OF THIS

~~AGREEMENT.~~**LIMITATION OF LIABILITY.** IN NO EVENT SHALL ~~ANY PARTY~~AMAZON BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATION TO ~~THIS~~THE AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. AMAZON SPECIFICALLY DISCLAIMS, WITH RESPECT TO ALL THE SERVICES, ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT SHALL AMAZON'S LIABILITY HEREUNDER EXCEED \$100,000. THIS CLAUSE SHALL NOT EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

911. ~~Confidentiality.~~**CONFIDENTIALITY.** You will not disclose Amazon Confidential Information during the Term or at any time during the 3-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Amazon Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature. ~~You will not issue any press release~~"Amazon Confidential Information," means all nonpublic information disclosed by us, our Affiliates, business partners or ~~make any other public communication with respect~~our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to ~~this Agreement~~be confidential.

#### ~~10~~12. **Amendment**GENERAL.

~~12.1.~~ We may have the need to update the terms of this Agreement from time to time as our Services evolve. We may provide you no less than 10 days' advance notice of any changes in writing (which may be via email or mail) and afford you with the means of terminating this Agreement. If we do so and you do not terminate this Agreement during that period of time, the changes we notify you of will become binding between you and us.

~~11.~~ **Governing Law.** ~~This~~**Governing Law.** The Agreement and the transactions contemplated hereby shall be governed by the laws of the State of Washington, without reference to rules governing choice of laws or the U.N. Convention on Contracts for the International Sale of Goods. You hereby irrevocably consent and waive any objection to the exclusive jurisdiction and venue of the federal and state courts located at King County, Washington with respect to any claims, suits or proceedings arising with respect to our exercise of the rights granted by you under ~~this~~the Agreement and any other dispute arising out of or in connection with ~~this~~the Agreement.

#### ~~12.2.~~

~~12.~~ **Miscellaneous.** You acknowledge that you are entering into a distinct and separate agreement with each of ASLLC, ADUK and ASI. You will not collect, store, **Miscellaneous.** Following any termination or use for any purpose any information pertaining to our customers. Nothing in this Agreement will obligate us to exercise any ~~expiration~~ of the rights you grant to us under this Agreement. If, any provision of this Agreement is held invalid ~~which~~, by a court with jurisdiction over the parties ~~its nature or express terms should survive~~ will survive such termination or expiration, including, but not limited to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. Sections 6, 7, 8, 9, 11, and ~~\_~~ 12 shall survive expiration or termination of this Agreement. Each ~~Party~~party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that ~~Party~~party, upon or with respect to the transactions under ~~this~~ agreement. Each Amazon Party is severally liable for its own obligations under ~~this~~the Agreement and is not jointly liable for the obligations of other Amazon Parties.

#### ~~12.3.~~

**Notices.** We may ~~assign~~ communicate with you in connection with your use of Amazon Music for Podcasters electronically and in other media, ~~novate~~ and you consent to such communications regardless of any customer communication or ~~sub-license this Agreement to~~ similar preferences or requests you may have indicated on the Amazon.com web site or by any Affiliate and any Amazon Affiliate may otherwise join as a party to this Agreement. You may not assign this Agreement, by operation of law or otherwise, without our express prior written approval ~~other means~~. Any notice or other communication to be given hereunder will be given to us via e-mail to ~~digital-music@amazon.com~~ podcasters@amazon.com

and to you via email to the address you used to accept ~~this~~ the Agreement, or to such other e-mail or physical addresses as you or we may specify from time to time. Any notice of termination or other legal notice or communication from you to us will also be given via e-mail to contracts-legal@amazon.com

. The date of receipt will, in the case of e-mail, be deemed the date on which such notice is transmitted. ~~The parties~~  
12.4.

**Assignment.** We may ~~sign~~ assign, novate or sub-license the Agreement to any Affiliate and any Affiliate may otherwise join as a party to this Agreement. ~~The joining Affiliate will be entitled to exercise the rights that you grant under this Agreement. You may not assign the Agreement, by electronic means~~ operation of law or otherwise, without our express prior written approval.

12.5.

**Copyright Notices.** If you believe that your work has been copied in a way that constitutes copyright infringement, please follow the Notice and in ~~several counterparts, each~~ Procedure for Making Claims of which Copyright Infringement specified in the Conditions of Use

-  
12.6.

**Entire Agreement; Severability.** The Agreement constitutes the entire agreement between you and Amazon and governs your use of Amazon Music for Podcasters, superseding any prior agreements between you and Amazon (unless you have previously entered into an offline Agreement with Amazon with respect to your Content). If any term or condition of the Agreement is deemed invalid, void or for any reason unenforceable, that part will be deemed ~~an original but all of which together~~ severable and will constitute one instrument.

~~13. Definitions. Capitalized terms used but not defined in elsewhere in this Agreement have~~ affect the meanings given below:

~~a.~~

~~“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with us or you, as applicable.~~

~~b.~~

~~“Amazon Confidential Information” means all nonpublic information disclosed by us, our Affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Amazon Confidential Information includes: (a) nonpublic information relating to our or our Affiliates or business partners’ technology, customers, business plans, promotional validity, and marketing activities, finances and other business affairs; (b) third party information that we are obligated to keep confidential; and (c) the nature, content and existence~~ enforceability of any discussions ~~remaining term~~ or negotiations between you and us or our Affiliates. Amazon Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a

~~wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Amazon Confidential Information.~~

~~e:~~

~~“Amazon Indemnified Parties” means, each of ASLLC, ADUK and ASI, and their respective Affiliates, successors, licensees, agents, attorneys and assignees, and the officers, directors, shareholders, contractors, members and employees of the foregoing.~~

~~d:~~

~~“Artwork” means the front cover art associated with a particular podcast and artwork, graphics, written work containing text and/or images and the Podcaster Name and Likeness Materials associated with or related to the applicable Content.~~

~~e:~~

~~“Metadata” means textual information identifying, associated with or related to Content, including podcaster name(s) and podcast genre or category.~~

~~f:~~

~~“Podcaster Name and Likeness Materials” means the names, likenesses, images, trademarks, logos, biographical materials and other identifying materials associated with the applicable podcaster and other information relating to authorship, production and performances of the Contentcondition.~~