

## Liberated Syndication Standard Billing Policy and Requirements

Review the Billing Policy and Requirements for billing and payment for use of Libsyn's services and product offerings. This Billing Policy and Requirements ("Policy") apply to offerings ("Service") delivered via the Libsyn and Liberated Syndication websites located at [www.libsyn.com](http://www.libsyn.com), and [www.libsynpro.com](http://www.libsynpro.com) and all associated sites linked to these by Libsyn, its subsidiaries and affiliates, including Libsyn sites around the world (collectively, "Site"). The Site is the property of Webmayhem, Inc. doing business as Liberated Syndication and as Libsyn, or Libsyn ("Libsyn") and its licensors. Webmayhem, Inc. is a wholly owned subsidiary of FAB Universal Corp.

Policy Effective as of 4/15/13

Policy is subject to change with 30 days written notice by Libsyn

**Service Fees:** Service fees will be in US dollars. Unless otherwise agreed to in writing, Libsyn reserves the right to change or modify pricing and service fees at any time.

**Billing:** Libsyn will begin billing for monthly service fees upon service activation. These fees will be billed monthly in advance. Additional fees related to usage-based services including but not limited to the use of Advertising or other system tools, as contracted for will be billed monthly in arrears.

**Payment Method:** Upon Service activation, you agree to pay for Service. Libsyn will charge your credit card or PayPal account for any products purchased and for any additional amounts (including any taxes) in conjunction with your account. Libsyn will charge the credit card or PayPal account you designate during Service activation on a monthly basis for the amount due pursuant to the Service you purchased. You understand that your credit card or PayPal account will be billed and charged automatically, and that Libsyn has the right to charge your credit card for the full amount of any outstanding balance you may have with Libsyn. Billing history can be accessed under the Account link in your libsyn account.

**Professional Accounts:** Professional level service ([libsynpro.com](http://libsynpro.com)) for enterprise networks and corporate customers require credit card payment. Libsyn will charge the credit card you designate upon Service Activation. Monthly Service fees will be billed and charged in advance, while bandwidth transfer fees associated with your libsynpro account will be billed and charged in arrears. Monthly invoice statements will be provided.

**Billing Schedule:** Libsyn will bill and charge for Service on a monthly basis. Currently, Libsyn bills at the beginning of each calendar month.

### **Requirements:**

- You are responsible for providing Libsyn with current accurate contact and payment information for billing purposes and keeping it up to date at all times. Libsyn is not responsible for any service interruptions that may result from your contact or payment information being out of date, in error or otherwise invalid. Additionally, you agree to pay for all charges for Service accrued due to invalid or out of date contact or payment information.
- You agree to maintain your PayPal account in an active status to allow for the monthly subscription payments to Libsyn. Any account status, other than active will be rectified by you to bring your PayPal status back to active.
- If you fail to make a payment or if Libsyn is not able to collect payment on the due date, your

account will be considered “past due”. Libsyn may suspend or lock access to your account until payment for all outstanding balance is received and additional late fees may be incurred. Libsyn reserves the right to terminate your account and delete Your Content from the Site at its sole discretion if your account is “past due”.

Billing Restrictions and Exceptions:

- Unless otherwise agreed to in writing, Libsyn requires monthly billing and charging for service via credit card or PayPal as outline above.
- Payment for Service by any other method must be agreed to in advance by Libsyn and may be subject to restrictions, additional fees or limitations.
- Other Restrictions and Exceptions may apply to non-standard offerings and are subject to prior approval in writing by Libsyn.