

# Ambitious Dallas Media Hub. Privacy Policy

This Privacy Policy is effective for Ambitious Dallas Media Hub. (Ambitious Dallas Media Hub", "we", "us" and/or "our") and is incorporated by reference into the Ambitious Dallas Media Hub Terms of Service. We respect your privacy. Our Policy applies to the Ambitious Dallas Media Hub Service which consists of our websites ("Sites"), including podcastapp.io, as well as applications made available for mobile devices ("The Podcast App"), including the Podcast App application for the Android platform, available on Google Play; and the Podcast App application for the iOS platform, available on the App Store. This Privacy Policy explains what information we collect through the Ambitious Dallas Media Hub Service, how we use that information, and

how your rights are respected by us. The Ambitious Dallas Media Hub Service contains links to other websites. This Privacy Policy does not apply to the practices of any other companies or individuals that Ambitious Dallas Media Hub does not control, or any websites that you link to from the Ambitious Dallas Media Hub Service. You should use caution and review the privacy policies of any websites that you visit from ours to learn more about their information practices. Please take a few moments to read this agreement. By using the Ambitious Dallas Media Hub Service, you agree to accept the terms and conditions of this Privacy Policy and are aware that our policies may change in the future as indicated below.

In various places on the Ambitious Dallas Media Hub Service, we collect "Personally Identifiable Information," such as your name, and e-mail address and

other information that can be used to contact you or identify you as an individual. For example, we collect this information when you register for your Ambitious Dallas Media Hub account with your email address or with a social sign in mechanism, such as Google+ or Facebook for example. From time to time in the future we may offer additional features, services, and promotional opportunities that would require you to submit Personally Identifiable Information to participate. We also collect "Anonymous Information" such as your IP address, the type of browser you use, the type of device, the sections of the Ambitious Dallas Media Hub Service that you have visited, and the advertisements that you have clicked on. Additionally, like many Internet websites, we use "cookies" to collect information on the Sites. A cookie is a small data file that we transfer to your computer and that is stored on your hard drive. When you visit the Sites the cookie identifies your computer to us so that you do not have to re-register each time you visit. We may also use cookies to measure the traffic to our Sites and to measure the use of different services and features of the Sites.

We use Personally Identifiable Information that you provide to communicate with you, to process orders for products and services (as may be available in the future), to customize content available on the Ambitious Dallas Media Hub Service, to conduct research for internal purposes and to use such information to improve the Ambitious Dallas Media Hub Service. We use information that is not personally identifiable to determine how people use the Ambitious Dallas Media Hub Service - for example this data tells us information including how often users click on our advertisements and which areas of the Ambitious Dallas Media Hub Service are the most popular. Analyzing this data allows us to improve the offerings on and performance of the Ambitious Dallas Media Hub Service. Using your IP address, we can also determine the general physical location of a user.

Third party websites accessible through the Ambitious Dallas Media Hub Service may similarly place cookies on your computer subject only to their privacy policies. You should visit their websites to learn about their information practices. Advertisers or other companies do not have access to Ambitious Dallas Media Hub's cookies.

Additionally, some third party vendors, including Google, use cookies to serve ads based on your prior visits to our Sites. In particular, Google's use of the DART cookie enables it and its partners to serve you ads based on your visit to our Sites and/or other websites on the Internet. You may opt out of the use of the DART cookie by visiting the advertising opt-out page or, alternatively, you can opt out of a third-party vendor's use of cookies by visiting the Network Advertising Initiative opt-out page.

Changes In Terms and Conditions: We may modify our services from time to time, for any reason, and without notice, including the right to terminate with or without notice, without liability to you, any other user or any third party. We reserve the right to modify the TOS from time to time without notice.

Except as noted below, Ambitious Dallas Media Hub does not share your Personally Identifiable Information with third parties unless you give us your permission or we need to share such information in order to provide content or related services that you have requested. For example, we may in the future license music from 3rd parties and may want to share music-specific traffic and usage information with them (but not your email address or identity). We also engage third parties to assist us by tracking the number of visitors to the Ambitious Dallas Media Hub Service that have "clicked-through" from specified promotions on third party websites and those visitors' activities on the Ambitious Dallas Media Hub Service. When we supply personally identifiable information to these third parties, we require them to use it only for the function they are helping us with. We aggregate the Anonymous Information that we collect and exchange it with advertisers and others who are interested in our services. We will disclose Personally Identifiable Information when required by law or under the good-faith belief that such disclosure is necessary in order to conform to applicable law, comply with subpoenas, court orders or legal process served on Ambitious Dallas Media Hub, to establish or exercise our legal rights or defend against legal claims, and to protect the

property or interests of Ambitious Dallas Media Hub, its agents and employees, personal safety, or the public. Under such circumstances, Ambitious Dallas Media Hub may be prohibited by law, court order or other legal process from providing notice of the disclosure, Hand Ambitious Dallas Media Hub reserves the right to not provide you with notice in its sole discretion. If we become part of another organization, including without limitation, by merger, change of control, sale of assets, or other acquisition, the acquiring organization will obtain and have access to the Personally Identifiable Information collected by Ambitious Dallas Media Hub and it will assume the rights and obligations regarding your Personally Identifiable Information as described in this Privacy Policy. If we cease operation, your information may be transferred to and used by another company that offers similar or related products or services. While we cannot predict a great deal about such an unlikely event, we would hope this could provide you continuity of service

We may update this Privacy Policy from time to time as our services change and expand. If we update this Privacy Policy, we will notify you about significant changes by sending a notice to the email address specified in your account or by posting a notice of such changes on the Ambitious Dallas Media Hub.com website. Unless otherwise provided, the revised terms will take effect on the date they are posted. Once such changes become effective, your continued use of the Ambitious Dallas Media Hub Service will signify your acceptance of the new Privacy Policy. If you do not agree to the terms of this Privacy Policy, or any revised Privacy Policy, your sole and exclusive remedy is to discontinue using the Ambitious Dallas Media Hub Service.

Finally, the English language version of this Privacy Policy is the version that governs your use of the Ambitious Dallas Media Hub Service and in the event of any conflict between the English language version and a translated version, the English language version will control.

If you have questions about this Statement or our policies, please contact us at 214-560-1680 or <a href="http://www.ADMHLIVE.com">http://www.ADMHLIVE.com</a>

# **Ambitious**

# https://www.surveymonkey.com/r/8MBJ7JYin

connection with the Sites and The Podcast App and viewing of the content available at the Sites and The Podcast App, is subject to this Terms of Service Agreement and the current Ambitious Dallas Media Hub, Privacy Policy published which is incorporated herein by reference. These Terms of Service govern your access to and use of the Ambitious Dallas Media Hub Service, including any content, information, products or services therein. This is a legal agreement between you and Ambitious Dallas Media Hub. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE Ambitious Dallas Media Hub SERVICE.

#### 1 - General

Links On The Ambitious Dallas Media Hub Service

The websites displayed as search results or linked to by the Ambitious Dallas Media Hub Service are owned and operated by individuals and/or companies over whom Ambitious Dallas Media Hub exercises no control. Ambitious Dallas Media Hub assumes no responsibility for the content of any website included in any search results or otherwise linked to by the Ambitious Dallas Media Hub Service. As an example, logos as well as links to podcast streams are the copyright of each respective podcast owner. If, for any reason, the owner and operator of a linked website wishes the link from the Ambitious Dallas Media Hub Service to be deleted, they must contact Ambitious Dallas Media Hub (info at Ambitious Dallas Media Hub) and expressly request such deletion.

#### Personal Use Only

The Ambitious Dallas Media Hub Service is made available for your personal, non-commercial use only. Use of Ambitious Dallas Media Hub to sell a product or service, or to increase traffic to your website for commercial reasons, such as advertising sales is expressly forbidden. You may not take the results from a Ambitious Dallas Media Hub search and reformat and display them, or mirror the Ambitious Dallas Media Hub home page or results pages on your website, or send automated queries to Ambitious Dallas Media Hub's system without express permission from Ambitious Dallas Media Hub.

If you wish to make commercial use of the Ambitious Dallas Media Hub Service you must enter into an agreement with Ambitious Dallas Media Hub to do so. Please contact info at http://www.ADMHLIVE.com for more information.

## • 2 - Content

Certain types of content are made available through the Ambitious Dallas Media Hub Service.

"Ambitious Dallas Media Hub Content" as used in these Terms of Service means, collectively, the text, data, graphics, images, photos and video files made available through the Ambitious Dallas Media Hub Service, excluding User Submissions. "User Submissions" as used in these Terms of Service means, collectively, the text, data, graphics, images, photos and other content and information which Members post, upload and otherwise submit to the Ambitious Dallas Media Hub Service, including without limitation in Member created profile pages. Ambitious Dallas Media Hub RESERVES THE RIGHT TO REMOVE AND PERMANENTLY DELETE ANY Ambitious Dallas Media Hub CONTENT OR USER SUBMISSIONS FROM THE Ambitious Dallas Media Hub SERVICE WITHOUT NOTICE.

# 3 - Your Obligations in Using the Ambitious Dallas Media Hub Service

The Ambitious Dallas Media Hub Service may be used and accessed for lawful and non-commercial purposes only. You agree to abide by all applicable local, state, national and foreign laws, treatises and regulations in connection with your use of the Sites and The Podcast App. In addition, without limitation, you agree that you will not do any of the following while using or accessing the Sites or The Podcast App:

- a. Circumvent, disable or otherwise interfere with security related features of the Ambitious Dallas
   Media Hub Service or features that prevent or restrict use or copying of any Ambitious Dallas Media
   Hub Content;
- b. Upload, post, email or otherwise transmit (i) any User Submission to which you do not have the lawful right to copy, transmit and display (including any User Submission that would violate any confidentiality or fiduciary obligations that you might have with respect to the User Submission); (ii) any User Submission for which you do not have the consent or permission of each identifiable

person in the User Submission to use the name, voice, signature, photograph, or likeness of each such person (to the extent each is implicated by the User Submission) and such consent or permission is necessary; or (iii) any User Submission that infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);

- c. Use any meta tags or other hidden text or metadata utilizing a Ambitious Dallas Media Hub name, trademark, URL or product name;
- d. Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, "pyramid schemes" or any other form of solicitation;
- e. Forge any TCP/IP packet header or any part of the header information in any posting or in any way use the Ambitious Dallas Media Hub Service to send altered, deceptive or false source-identifying information;
- f. Upload, post, email, or otherwise transmit, via the Ambitious Dallas Media Hub Service, any User Submissions that are unlawful, obscene, harmful, threatening, harassing, defamatory or hateful or that contain objects or symbols of hate, invade the privacy of any third party, contain nudity (including without limitation any pornography, erotica, child pornography or child erotica), are deceptive, threatening, abusive, inciting of unlawful action, defamatory, libelous, vulgar or violent or constitute hate speech or are otherwise objectionable in the opinion of Ambitious Dallas Media Hub;
- h. Upload, post, email or otherwise transmit any User Submissions that include code that is hidden or otherwise surreptitiously contained within the images, audio or video of any User Submissions that is unrelated to the immediate, aesthetic nature of the User Submissions;
- i. Interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available at the Ambitious Dallas Media Hub Service, servers or networks connected to the Ambitious Dallas Media Hub Service or the technical delivery systems of Ambitious Dallas Media Hub's providers or disobey any requirements, procedures, policies or regulations of networks connected to the Ambitious Dallas Media Hub Service:

- j. Attempt to probe, scan or test the vulnerability of any Ambitious Dallas Media Hub system or network or breach or impair or circumvent any security or authentication measures protecting the Ambitious Dallas Media Hub Service;
- k. Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Ambitious Dallas Media Hub Services;
- I. Attempt to access, search or meta-search the Ambitious Dallas Media Hub Service with any engine, software, tool, agent, device or mechanism other than software and/or search agents provided by Ambitious Dallas Media Hub or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari, or Opera), including without limitation any software that sends queries to the Site to determine how a website or web page ranks.
- m. Collect or store personal data about other Ambitious Dallas Media Hub Users without their express permission;
- n. Impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud;
- o. Use the Ambitious Dallas Media Hub Service in any manner not permitted by this Agreement; or
- p. Encourage or instruct any other individual to do any of the foregoing or to violate any term of these Terms of Service.

# 4. Termination; Cancellation.

a. We may immediately terminate or suspend your access to the Ambitious Dallas Media Hub Service and remove any material (including User Submissions) from the Ambitious Dallas Media Hub Service or our servers, in the event that you breach these Terms of Service. Notwithstanding the foregoing, we also reserve the right to terminate the Ambitious Dallas Media Hub Service or your access thereto at any time and for any reason. After such a termination, you understand and acknowledge that we will have no further obligation to provide the Ambitious Dallas Media Hub Service. Upon termination, all licenses and other rights granted to you by these Terms of Service will immediately cease. Ambitious Dallas Media Hub is not liable to you or any third party for termination

of the Ambitious Dallas Media Hub Service or termination of your use of the Ambitious Dallas Media Hub Service. UPON ANY TERMINATION OR SUSPENSION, ANY INFORMATION (INCLUDING USER SUBMISSIONS) THAT YOU HAVE SUBMITTED ON THE Ambitious Dallas Media Hub SERVICE OR THAT WHICH IS RELATED TO YOUR ACCOUNT MAY NO LONGER BE ACCESSED BY YOU. Furthermore, Ambitious Dallas Media Hub will have no obligation to maintain any information stored in our database related to your Account or to forward any information to you or any third party.

b. Any suspension, termination or cancellation will not affect your obligations to Ambitious Dallas Media Hub under these Terms of Service (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

# 5. Modification of the Ambitious Dallas Media Hub Service or Terms of Service.

Ambitious Dallas Media Hub reserves the right, in its sole discretion, at any time to modify, discontinue or terminate the Ambitious Dallas Media Hub Service, or modify these Terms of Service without notice. If any modified terms and conditions are not acceptable to you, your sole remedy is to cease using the Ambitious Dallas Media Hub Service. By continuing to access or use the Ambitious Dallas Media Hub Service after Ambitious Dallas Media Hub makes any such modification, you agree to be bound by the revised Terms of Service.

## 6. Disclaimer of Warranties.

Ambitious Dallas Media Hub disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed on the Ambitious Dallas Media Hub Service. Ambitious Dallas Media Hub disclaims any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any information or material.

Ambitious Dallas Media Hub disclaims any responsibility for any harm resulting from downloading or accessing any information or material on the Internet through the Ambitious Dallas Media Hub Service.

THE Ambitious Dallas Media Hub SERVICE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. Ambitious Dallas Media Hub EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. Ambitious Dallas Media Hub DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE Ambitious Dallas Media Hub SERVICE. Ambitious Dallas Media Hub DISCLAIMS, ANY WARRANTIES FOR ANY INFORMATION OR ADVICE OBTAINED THROUGH THE Ambitious Dallas Media Hub SERVICE. Ambitious Dallas Media Hub DISCLAIMS ANY WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE Ambitious Dallas Media Hub SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED BY Ambitious Dallas Media Hub, AS WELL AS FOR ANY INFORMATION OR ADVICE RECEIVED THROUGH ANY LINKS PROVIDED IN THE Ambitious Dallas Media Hub SERVICE.

YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE Ambitious Dallas Media Hub SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS IN THE DOWNLOAD OF SUCH MATERIAL OR DATA.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

# 7. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL Ambitious Dallas Media Hub BE LIABLE TO ANY USER

ON ACCOUNT OF THAT USER'S USE OR MISUSE OF OR RELIANCE ON THE Ambitious Dallas

Media Hub SERVICE ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT OR THE

SUBJECT MATTER HEREOF SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF Ambitious Dallas Media Hub HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE Ambitious Dallas Media Hub SERVICE, FROM INABILITY TO USE THE Ambitious Dallas Media Hub SERVICE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE Ambitious Dallas Media Hub SERVICE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE Ambitious Dallas Media Hub SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE Ambitious Dallas Media Hub SERVICE. AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON THE Ambitious Dallas Media Hub SERVICE OR RECEIVED THROUGH ANY LINKS PROVIDED IN THE Ambitious Dallas Media Hub SERVICE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, OR LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF THE Ambitious Dallas Media Hub SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, Ambitious Dallas Media Hub. SUCH LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION
OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE
LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Without limiting the foregoing, under no circumstances shall Ambitious Dallas Media Hub be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces,

or causes beyond its reasonable control, including, without limitation, internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

### 8. Miscellaneous Provisions.

The English language version of these Terms of Service is the version that governs your use of the Ambitious Dallas Media Hub Service and in the event of any conflict between the English language version and a translated version, the English language version will control.

These Terms of Service constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by Ambitious Dallas Media Hub.

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