

Updates to Podium's Terms of Service

May 13, 2023

We've updated our Terms of Service, Payments Service Terms, Phones Service Terms, and our Privacy Policy (collectively, the "Terms").

These updates will go into effect for new clients beginning on May 13, 2023 and for existing users on May 20, 2023 (unless you have a separate, negotiated agreement with Podium that supersedes these Terms). Beginning on that date, you will need to accept the Terms (and acknowledge the Privacy Policy) when you log into your account, in order to continue using the Podium Services.

Capitalized terms not defined on this page have the same meanings given to them in the Terms. You can read the full terms in the links below, along with summaries of key updates and other important information, including answers to some frequently asked questions (FAQs).

For our Australian Clients, please refer to the FAQ section at the bottom of the page.

FAQs

Where can Podium's Terms be accessed?

Podium's Terms are located within the [Podium Legal Center](#) (the "Legal Center"). The Legal Center houses Podium's standard Terms for all Podium clients, including those located in the United States, Canada, and Australia ("Client(s)"), and the different products and services we provide.

The Terms available in the [Legal Center](#) include:

1. [Terms of Service](#)
2. [Acceptable Use Policy](#)
3. [Privacy Policy](#)
4. [Payments Service Terms](#)
5. [Phones Service Terms](#) (Currently US Only):
6. [Marketplace Terms of Service](#)
7. [Business Associate Agreement](#) (US Only)
8. [API Terms of Use](#)
9. [Developer Terms](#)
10. [Referral Program Terms](#)

Why are the Terms being updated?

Podium updates its Terms from time to time, as needed, to better support you and your business, to align our Terms with changes to applicable laws, rules, and regulations, and to incorporate new elements as Podium builds or offers new products and features.

With this most recent update, in an effort to simplify the process of updating our Terms for all Clients moving forward, we also consolidated our Terms for all countries in the Territory we serve (US, Canada, and Australia) into a single set of Terms.

Do these updates apply to me?

These updates apply to anyone who accesses or uses Podium's Platform or Services. Please note, however, that if you or your company have entered into a separate written agreement with Podium concerning specific services, the terms of that agreement control if there is any conflict between that agreement and the updated Terms—unless the contract otherwise allows for the applicable terms to be updated via this process.

When will this update apply to me?

The updates will go into effect for new clients beginning on May 13, 2023 and for existing users on May 20, 2023. Beginning on that date, you'll be prompted to accept the updated Terms when you log in to your Podium account.

What if I don't want to accept the updated Term of Service?

In order to continue accessing/using Podium's Platform/Services, you'll need to accept the updated Terms. If you have any specific questions/concerns, we can help to address those. Please contact Podium Support at support@podium.com with any questions.

Again, if you or your company have entered into a separate written agreement with Podium concerning specific services, the terms of that agreement control if there is any conflict between that agreement and the updated Terms—unless the contract otherwise allows for the terms and conditions to be updated via this process.

How do the Terms of Service support new products and features?

Many of the latest updates to our Terms are to support recent or upcoming product/feature launches/updates, including but not limited to the following:

- Podium Phones
- Podium Payments

Please see the summaries below for a more detailed overview of key changes to our Terms.

What are the Payments Service Terms and what updates have been made?

Podium Payments allows you to provide a direct method for your customers to pay you for your goods and services. If you use our Payments Service, these terms apply to you. Please read through the Payments Service Terms in full to review the most recent updates.

Special Note for AUS Clients: In an effort to simplify Podium's Terms for all Podium Clients, we have created a consolidated set of Payments Service Users for all Payments users. This document, along with our main Terms of Service, have incorporated key elements from our prior terms into one place. As part of this consolidation, we also updated certain language and definitions to provide better clarity and reformatted certain sections and numbering to improve overall structure and readability. These updated terms also include

language relating to certain features that are not currently available in Australia (including Terminal Products, Premium Fraud Protection, and Stripe Capital). Such terms, therefore, do not apply to Australia-based Clients.

Please see the summaries below for a more detailed overview of key changes to our Payments Service Terms.

What are the Phones Service Terms?

Phones is an integrated VoIP service offered by Podium, which may include software and/or hardware to support communication with your customers. The Phones Service Terms apply to you if you purchase or use Podium Phones.

Please see the summaries below for a more detailed overview of key changes to our Phones Service Terms.

What are the Referral Program Terms?

The Podium Referral Program provides certain benefits to our Clients, employees, and (depending on location) Friends of Podium when they refer others to Podium's Services. We have updated our Referral Program Terms to support changes to this program in the United States and to launch a program in Australia. If you participate in the Podium Referral Program, these terms apply to you. Please read through the Referral Program Terms in full to understand the opportunity available and the provisions applicable to you.

Where can I see previous versions of the Terms?

Previous versions of the Terms can be found in the [Legal Center](#).

For Australian Clients, the previous version of the Terms of Service for Australia can be found [here](#). These Australia-specific terms will remain in effect until May 20, 2023 for existing users, after which the Terms located in our Legal Center will become effective and govern your use of Podium Services. For new customers, beginning on May 13, 2023, the Terms located in our Legal Center will become effective and govern your use of Podium Services.

Updates to the Terms of Service

(For Australia-specific resources, refer to the Australia Help Center Section below)

General Updates:

- Prior to these updates, Podium maintained Australian Terms of Service separate from our Terms of Service applicable to our Clients in other territories. To simplify this process for all Podium Clients, we have consolidated these documents into a single set of terms, which incorporates required elements of the previous Australia-specific terms.
- If you are a Podium Client NOT located in Australia, any Australia-specific provisions do not apply to you.
- **Section 2.1 (Alteration of Subscription Documentation):** We updated the listed Services to include "Bulk Messaging," which was previously known as "Campaigns."
- **Section 3.2 (Account Registration):**
 - We removed references to Podium's Privacy Policy in favor of a new "Privacy and Data Processing" section, added as Section 4.6 (see below).
 - We also added language clarifying that Podium is not liable for loss or damage arising from unauthorized use of Client's account if such loss was not caused by Podium.

- **Section 3.6 (General Restrictions):** We added language to reinforce that the Services may not be used to create competitive or derivative products/services.
- **Section 4.5 (Storage):** We made updates to clarify that after a Client’s agreement is terminated, Podium may delete all Client Data in its possession for that Client.
- **Section 4.6 (Privacy and Data Processing):** We added a new section to address Privacy and Data Processing. This section provides links to our Privacy Policy and our Data Processing Addendum, which govern how Podium processes any Covered Data as Client’s Processor or Service Provider.
- **Section 5.1 (Warranty):** We removed language relating to liability for false or inaccurate content published to an online review website because this is covered elsewhere in the Terms.
- **Section 5.2 (Customer Consent; Intended Use of the Services):** We removed references to “Campaigns” to account for the update to “Bulk Messaging,” and updated language to clarify Client’s obligations when sending Marketing messages via the Services.
- **Section 7.2 (Payment of Fees):** We added language to reinforce that Client is liable for any costs and expenses associated with efforts to collect overdue Fees. We also added additional detail on our auto-renewal processes.
- **Section 7.3 (Taxes):** We added provisions regarding taxes in Australia, which are applicable to our Australian Clients only.
- **Section 11 (Third-Party Providers and Third-Party Products):** We added language to clarify that a Third-Party Provider is not a “subcontractor” under the Terms and that Podium is not liable for the actions of Third-Party Providers.
- **Section 13.3 (Section for AUS Clients):** We added a section for Australian Clients only to clarify the relationship between Sections 13 (Disclaimers) and 14 (Limitations of Liability) and the applicable provisions of the Australian Consumer Law (ACL).
- **Section 14.2 (Section for AUS Clients):** We added a section for Australian Clients only to clarify the effect of the ACL on Podium’s liability.
- **Section 15 (Dispute Resolution):** We added provisions for Australian Clients only to clarify the mediation rules applicable to Clients located in Australia.
- **Section 16.6 (Subcontractors):** We added language to clarify that Podium will not be required to obtain a Client’s consent prior to using sub-contractors, but that Podium will remain responsible for its obligations under the Terms.
- **Section 16.17.1 (Australia Clients):** We added a section on governing law and jurisdiction for Clients located in Australia.

Updates to the Payments Service Terms

(For Australia-specific resources, refer to the Australia Help Center Section below)

General Updates:

- Prior to this update, Podium maintained Australian Payments Service Terms separate from our Payments Service Terms applicable to Clients in other countries. To simplify this process for all Podium Clients we have consolidated these different documents into a single set of terms, which incorporates necessary elements of the previous Australia-specific terms.
- We also made minor changes throughout the Terms to update language, numbering, certain naming conventions, and definitions to improve overall readability.
- **Sections 1 (Definitions):**
 - We reorganized and consolidated the sections defining “Payment Processing Services” and “Payments Service” to

better align those definitions with information relating to “Payment Processing Service Providers” and “Payment Service Providers.”

- We added language clarifying how Transactions are initiated and enabled.
- **Section 2.4 (Stored Credentials):** We added language to reinforce that Clients may not use stored credentials to initiate a Transaction without the express authorization of the Customer.
- **Section 3.2 (PPSP Agreement):** We added language to clarify that the Stripe entity that enters into a PPSP Agreement with a particular Client will depend on that client’s location.
- **Section 7.3 (Settlement):** We added language to reinforce and clarify that initial Transaction Fees for Transactions a Client reverses or refunds back to a Customer will not be refunded back to that Client.

Updates to the Phones Service Terms

(For Australia-specific resources, refer to the Australia Help Center Section below)

General Updates: We updated the naming conventions for some Podium Phones features. Notably, we renamed “Hardphones” as “Desk Phones” and “Softphones” as “Web Phones” throughout.

- **Section 2.1 (Podium Phones):** We combined Section 2.1 with what was formerly Section 2.2 and added language clarifying that Phones is powered by Podium Voice, LLC, which is a regulated affiliate of Podium.
- **Section 3.2 (Compliance with Laws and Terms):** We added language to reinforce that Clients must not break or circumvent any security measures or rate limits included in the Services, including to evade detection of a violation of Laws or the Terms.
- **Section 3.3 (Recording):** We added a section relating to recording and transcription features that Clients may use as part of the Services.
- **Section 3.5.1:** We made minor edits to clarify Podium’s network test process.

Updates to the Podium Referral Program

General Updates:

- Podium has updated its Referral Program to include a variety of ways to invite others in your network to use Podium Services. We have added additional incentives and rewards for these Referrals.
- We also added terms governing the Australia-specific Referral Program, which is available to Participants located in Australia only.

Updates to the Podium Privacy Policy

General Updates:

- We removed language about providing personal data to third parties for their own direct marketing purposes, as it is not applicable to our business.
- We added an effective date as mandated by various privacy laws.
- We consolidated language in various provisions, updated section references, and updated hyperlinks.
- **Contact Form Leads Update:**
 - We added language required by Google that our use of data received through their APIs will adhere to the [Google API Services User Data Policy](#).

Australia Terms of Service Help Center

May 13, 2023

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FAQs

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Special Note for AUS Clients: Prior to these updates, Podium maintained Australian Terms of Service separate from the terms applicable to Clients in the other countries we serve (US and Canada). To simplify this process for all Podium Clients moving forward, we have consolidated these different documents into a single set of Terms, which incorporates required elements of the previous Australia-specific terms. In particular, the main Terms now include provisions specific to AUS Clients (see, for example, Sections 7.3, 13.3, 14.2, and 16.17)(please note that if you are a Podium Client NOT located in Australia, such provisions do not apply to you). Additionally, these Terms now live within our [Podium Legal Center](#), for easier access for all Clients.

What if I don't want to accept the updated Term of Service?

In order to continue accessing/using Podium's platform/services, you'll need to accept the updated Terms. If you have any specific questions/concerns, we can help to address those. Please contact Podium Support at support@podium.com with any questions.

Again, if you or your company have entered into a separate written agreement with Podium concerning specific services, the terms of that agreement control if there is any conflict between that agreement and the updated Terms—unless the contract otherwise allows for the terms and conditions to be updated via this process.

How do the Terms of Service support new products and features?

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What are the Payments Service Terms and what updates have been made?

Podium Payments allows you to provide a direct method for your customers to pay you for your goods and services. If you use our Payments Service, these terms apply to you. Please read through the Payments Service Terms in full to review the most recent updates.

Special Note for AUS Clients: In an effort to simplify Podium's Terms for all Podium Clients, we have created a consolidated set of Payments Service Users for all Payments users. This document, along with our main Terms of Service, have incorporated key elements from our prior terms into one place. As part of this consolidation, we also updated certain language and definitions to provide better clarity and reformatted certain sections and numbering to improve overall structure and readability. These updated terms also include language relating to certain features that are not currently available in Australia (including Terminal Products, Premium Fraud Protection, and Stripe Capital). Such terms, therefore, do not apply to Australia-based Clients.

Please see the summaries below for a more detailed overview of key changes to our Payments Service Terms.

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The Podium Referral Program provides certain benefits to our Clients, employees, and (depending on location) Friends of Podium when they refer others to Podium's Services. We have updated our Referral Program Terms to support changes to this program in the United States and to launch a program in Australia. If you participate in the Podium Referral Program, these terms apply to you. Please read through the Referral Program Terms in full to understand the opportunity available and the provisions applicable to you.

Where can I see previous versions of the Terms?

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For Australian Clients, the previous version of the Terms of Service for Australia can be found [here](#). These Australia-specific terms will remain in effect until May 20, 2023 for existing users, after which the Terms located in our Legal Center will become effective and govern your use of Podium Services. For new customers, beginning on May 13, 2023, the Terms located in our Legal Center will become effective and govern your use of Podium Services

Updates to the Terms of Service

(For Australian Clients)

- **General Updates:**

- Prior to these updates, Podium maintained Australian Terms of Service separate from our Terms of Service applicable to Clients in other countries. To simplify this process for all Podium Clients we have consolidated these different documents into a single global [Terms of Service](#), which incorporates required elements of the previous Australia-specific terms. In particular, the Terms of Service now include provisions specific to AUS Clients (see, for example, Sections 7.3, 13.3, 14.2, and 16.17). Additionally, these Terms now live within our Podium Legal Center, for easier access for all Clients. If you are a Podium Client NOT located in Australia, such provisions do not apply to you.
- Numbering has been updated throughout to account for this consolidation of Terms.

- **Section 1 (Definitions):**

- We added an updated definition of “Laws” to include Australia-specific laws, rules, and regulations.
- This section also includes definitions for HIPAA, BAA, and PHI. These definitions do not apply to you if you are a Client located in Australia.

- **Section 2.1 (Services):** We updated this section to remove features/services Podium no longer offers and to include new features (or to update other features, such as changing the name of “Campaigns” to “Bulk Messaging”).

- **Section 2.4 (Additional Terms):** We updated this section to include terms for new or updated Services, including Payments, Phones (currently available in the US only); Podium Marketplace; Podium API; and the Podium Developer program. These Additional Terms only apply to the extent you purchase or are using these additional Services.

- **Section 3.1 (Use of Services):** We updated the link to our Acceptable Use Policy and added clarifying language regarding the use of the Services outside the Territory.

- **Section 3.2 (Account Registration):** We removed references to Podium’s Privacy Policy in favor of a new “Privacy and Data Processing” section, added as Section 4.6 (see below). We also added language clarifying that Podium is not liable for loss or damage arising from unauthorized use of Client’s account if such loss was not caused by Podium.

- **Section 3.3 (Eligibility and Use by Others):** We added clarifying language regarding Developer Partners and Third-Party Providers.

- **Section 3.6 (General Restrictions):** We updated this provision to reinforce that the Services may not be used to create competitive or derivative products/services.

- **Section 4 (Client Data):** This section includes several references to HIPAA and BAAs, which are applicable to US-based Clients ONLY.

- **Section 4.5 (Storage):** We made updates to clarify that after a Client’s agreement is terminated, Podium may delete all Client Data in its possession for that Client.

- **Section 4.6 (Privacy and Data Processing):** We added a new section to address Privacy and Data Processing. This section provides links to our Privacy Policy and our Data Processing Addendum, which governs how Podium processes any Covered Data as Client’s Processor or Service Provider.

- **Section 5.1 (Warranty):** We removed language relating to liability for false or inaccurate content published to an online review website because this is covered elsewhere in the Terms.

- **Section 5.2 (Customer Consent; Intended Us of the Services):** We removed references to “Campaigns” to account for the transition to “Bulk Messaging,” and updated language to clarify Client’s obligations when sending Marketing messages via the Services.

- **Section 6.1 (Availability):** We added language detailing Podium’s availability percentage commitment.
- **Section 6.1 (Support):** We added language explaining setup, onboarding, and support obligations.
- **Section 7.2 (Payment of Fees):** We added language to clarify Podium’s auto-renewal process, as well as Podium’s rights in the event of non-payment.
- **Section 7.3 (Taxes):** We added references to Goods and Services Tax (GST) for Australia-based Clients.
- **Section 7.4 (Fee Increase):** We added language to clarify when Fee increases become applicable and how Podium will notify Clients of those changes. We also added information relating to Fees for Payments.
- **Section 8.1 (Term):** We added language clarifying that Additional Services Client purchases during their subscription will be added to the same Subscription Term as their main Podium platform.
- **Section 11 (Third-Party Providers and Third-Party Products):** We updated language to clarify the definitions of “Third-Party Providers” and “Third-Party Products” and the relationship of those providers to Client and Podium.
- **Section 12 (Indemnification)**
 - We added language relating to newer Podium features, including the Marketplace, API, and Developer program, as well as the updated definition of “Third-Party Providers.” We also added clarifying language regarding the process for defending claims.
 - We added a section to clarify certain exclusions to Podium’s indemnification obligations.
- **Section 13 (Disclaimers)** (renumbered from Section 12.3)
 - We added a section for Australia-based Clients regarding the Australian Consumer Law (ACL) and its relationship to Sections 13 and 14.
- **Section 14 (Limitations of Liability)** (renumbered from Section 12.4)
 - We added language clarifying the meaning and impact of the Limitation of Liability provision.
 - We added a section to clarify the effect of the ACL on Podium’s liability obligations.
- **Section 15 (Dispute Resolution)** (Renumbered from Section 13)
 - We added language clarifying that mediation for Australia-based Clients will be handled in accordance with the Institute of Arbitrators and Mediators Australia Mediation Rules and that mediation will occur in Melbourne, Victoria, Australia.
- **Section 16 (General)** (renumbered from Section 14)
 - We added language clarifying the assignment process.
 - We added language that any notices to Podium may be sent via email to legal@podium.com.
 - We added a new section to clarify that Podium may contact you via email or sms using the contact information you provide to Podium.
 - We added a section to explain Podium’s Referral Program.
 - We added a provision stating that the governing law and jurisdiction applicable to Australia-based Clients is Victoria, Australia.

Updates to the Payments Service Terms

(For Australian Clients)

- **General Updates:**

- In an effort to simplify Podium's Terms for all Podium Clients, we have created a consolidated set of Payments Service Terms for all Payments users. This document, along with our main Terms of Service, incorporates key elements from our prior terms into one place.
- As part of this consolidation, we have updated certain language and definitions to provide better clarity, and we have reformatted certain sections and numbering to improve overall structure and readability.
- These updated Terms also include language relating to certain features that are not currently available in Australia (including Terminal Products, Premium Fraud Protection, and Stripe Capital). These terms, therefore, do not apply to Australia-based Clients.