

# FREQUENTLY ASKED QUESTIONS – TERMS & CONDITIONS

## FAQ'S

### 1) What is TGN?

ANSWER:

TGN is short for The Global Network. The Global Network has been in business early 1990's, but as an IT helpdesk for folks with computer and network problem issues. Early 2003 The Global Network moved into the "front-end" of the IT industry. The Global Network started providing consultation in the areas of business marketing, promotions and advertising. The Global Network would work with businesses, with their exposure challenges and opportunities to help with getting potential clients/customers in the door.

### 2) TGN Provides?

ANSWER:

TGN provides business marketing, promotions and advertising consultation for small business interested in using more exposure strategies to apply and blend into the particular business present advertising, marketing and promotion concepts. TGN in the mid-late 2014 (re-started in Spring 2020) started a radio station online only (at this time) offering businesses, marketing, promotional and business advertising radio spots for commercial business exposure.

### 3) Does TGN provide AM/FM Broadcasting airtime commercial slots?

ANSWER: NO (not at this time)

4) What does it mean TGN online?

ANSWER:

TGN is an online (Internet only) radio station at this present time. Doesn't mean, maybe in the future TGN might be available on AM/FM Broadcast frequency.

5) What is TGN Subscriber User Service?

ANSWER:

TGN Subscriber User Service is a service provided by The Global Network and TGN Radio. This service makes available business marketing, promotions and advertising opportunities for clients needing business exposure for their products and service.

Subscribers will be able to use video, radio commercials, banner and splash page elements to help get their business the exposure the business deserves, to get potential clients in the door to purchase products and service.

6) Did you say we can sell products and service on TGN?

ANSWER:

No, TGN is only a media/medium playing music, syndication and client commercial. Businesses can use marketing, promotions and advertising strategies to help their exposure, getting the word out to the world, giving potential clients and customer's available products and service offerings. TGN is used to let the world know of what is added to the products and service industry.

7) If I use TGN for marketing, promotions and advertising for my business, can TGN tell me how many people are going to buy my products?

ANSWER:

No, TGN is an online media/medium only, the nature of the Internet online listeners can pop on and pop off, anytime. TGN has seen listeners popping on for: 30 - 1-4 hour listening segments. Radio listeners for online as with AM/FM Broadcast will radio-surf to listen to known songs and known special programming.

8) Why does TGN only have online station?

ANSWER:

TGN is currently online because of the expense of running a radio station AM/FM Broadcast. Currently to keep business marketing, promotion and advertising slots affordable for businesses to market, promote and advertise their products and service within the playlist/programming segments, online is only available. However, doesn't mean in the future might be a possibility of going to AM/FM broadcasting frequency.

9) If I use TGN's Subscriber User Service does this mean I will become rich advertising my products and service?

ANSWER:

No, The Global Network (TGN) cannot promise anything like that. No one selling business marketing, promotion and advertising can promise anything like that, there are no guarantee's in business of what will sell and how much.

10) If I use TGN for my business marketing, promotions and advertising will everyone hear my commercials?

ANSWER:

“EVERYONE” is a very broad word. TGN online radio station as with other radio stations are only subjected in “listeners” but as in any business marketing, promotions and advertising commercials are only good for people needing/wanting that particular product. How many radio/TV marketing, promotions and advertising commercials go unnoticed, people not needing/wanting the product or service at hand.

11) Who hears my commercial’s on TGN?

ANSWER:

Once again “listenership” for radio both online and AM/FM Broadcast comes and goes. With that said, doesn’t mean that at an affordable price businesses still use marketing, promotions and advertising for business can be effective to get their name out there in the marketplace. If a radio station has live programming, DJ service for a “a drive to work” show or “the drive home” show would be more loyal listenership but using business marketing, promotions and advertising during those segment time-slots, can be expensive.

12) Does TGN have an expensive subscription?

No, TGN brings to both worlds being online marketplace and brick and mortar an avenue, stream/medium for businesses to market, promote and advertise their business. Also included in the airway radio stream, businesses will be able to post a banner on the front page as well as a video/information on the TGN website TAB page Spotlight the Business/New Business in the News. Any future design and development as new geographic directories roll out of design and development businesses under the subscription will be

automatically put into the directory of the geographic area business is located for FREE. The directories are another addition for businesses to get their information out to the world.

13) How much is TGN Subscriber User Service subscription?

ANSWER:

At the time of the design and development of this term & conditions and TGN FAQ'S the subscription monthly will be in the area between \$18.00-24.00.

14) Does TGN require a contract?

ANSWER:

No, TGN does not require a contract the Subscription User Service is month by month base.

15) Does TGN require a SignUp processing FEE and or cancellation FEE to use the Subscriber User Service?

ANSWER:

No, TGN does not charge any FEES for processing/cancellation, only charge is the monthly Subscriber User Service if the marketing, promotion and advertising client is using the service.

16) Does TGN require a minimum usage of the Subscriber User Service?

ANSWER:

No, TGN does not require minimum usage, if clients want to use the service for a month and cancel, no problem. I will say, however, that sometimes because of backlog of commercial/video/banner design and development, client might establish service for a month but might actually take 2 months by the time the clients commercial be stopped taken out of the radio station playlist segments/website/TAB page/future directories.

17) How long does it take for the client commercial to start?

ANSWER:

From the timely start of a commercial order from a client can take up to 3 weeks to blend into the different media/media streams. Considering TGN will be corresponding with new client, exchanging information about what the client will require for the radio commercial/banners/website info, etc. Keep in mind no charges start until all production is completed.

18) How long can our radio spot be?

Answer:

Currently now radio spots can be Around: 30. Maybe in the future TGN will be in a position to increase to: 60 radio spots.

19) What are the video design and development structure?

ANSWER:

The video promos designed and developed are 1920X1080 MP4 most stream storage is 1270 X 720. Resolution conversions are analyzed and converted at the stream hosting service. Videos will be anywhere from 6-9 minutes long, promoting the particular business with marketing, promotions and advertising strategies, to help small business with branding and local/global exposure.

20) Does TGN give refunds?

ANSWER:

TGN does not give refunds. Because of the short monthly subscription TGN will just exhaust the current subscription if client decides to cancel subscription service.

21) The video, designed and developed by TGN is this video my video to keep?

ANSWER:

YES, the video is the clients to keep once rolling out of production. TGN doesn't own any kind of copyrights. TGN owns no royalties on video. All "video production elements" have released copyright, permissions and royalties. TGN does carry subscription's with a couple of firms providing releases on copyright, permission and royalty free elements used in video, media, website and banner production.

22) Why is TGN so Affordable?

ANSWER:

TGN is affordable, because of the nature of the online, WWW and Internet. Currently TGN absorbs the ongoing cost with special funds from The Global Network. The Global Network once an IT firm/office now has moved into the front-end of the industry, offering businesses, multi-avenues to market promote and advertise their business. The Global Network supports small business endeavors and likes to see new and budding entrepreneurs move into the industry.

23) Does The Global Network guarantee success of a client's business when using the Subscriber User Service?

ANSWER:

Just like in any business TGN is just an avenue medium to promote a business. The business itself needs employees and owner's to use proactive customer service and customer satisfaction skills and customer follow-up. A business can use multiple mediums of business promotions, marketing and advertising but if the service of the clients at the business lacks

effective direct communication, business activity will suffer and be lost.

“Guarantee success” is a very broad statement. TGN does not guarantee clients using the Subscriber User Service. TGN provides the media/medium for business to use to market, promote and advertise their business, which is the only activity TGN does guarantee. Like any form of business marketing, promotions and advertising, TGN cannot guarantee the outcome. TGN only can help all depends on buying and spending activity level of the consumer market and how many discretionary funds are available.

24) What can TGN overwrite with a client of the Subscription User Service?

ANSWER:

Photos and Information that violate our content policy might contain:

- Illegal content
- Violations of copyright
- Trademark infringement
- Pornography
- Incitement of violence
- Promotions of hate
- Invasion of privacy
- Any racial indications
- Any client that doesn't follow the terms & conditions and guidelines of TGN and TGN affiliates
- Terrorist threat content
- “GET-RICH-QUICK CONTENT



## **Terms and Conditions**

The Global Network (TGN) reserves the right, in our sole discretion, to modify these Terms and website information at any time, effective upon the date we post a new set of Terms on the Service site or TAB. Your continued use of the Service constitutes your binding acceptance of these Terms, including any changes or modifications that we may make in the course of business.

If any part of these Terms or any future changes to these Terms are not acceptable to you, you may cancel your subscription by contacting us through our support contact form on the TGN website TAB.

We also reserve the right, in our sole discretion, to restrict, suspend or terminate client subscription service at any time for any reason without prior notice or liability. We will then inform you that your subscription has been discontinued and because of the low cost nature of the service subscription will be no refunds issued. In most cases, if a client's subscription would get canceled beyond our control TGN would still carry your commercials to end of the current month of cancellation.

Our goal is to ensure timely processing of said business, commercial service request and sales; however, because of the nature of radio,

promo & production, ongoing changes to website, brochures, postcard and other direct mail media advertising, we do not guarantee that your commercial request and subscription will be processed FAST.

Most times we do not charge commercial request subscribers until we have commercial promo and print in place. EXAMPLE; if sign-on for business, commercial request client, signs-on in mid-month, TGN will not start subscription by following month. Same also for canceling the subscription, actually subscriber can get some FREE airtime for commercial and print exposure for brochures, postcards and other direct mail media already printed. Keep in mind that post-cards, brochures and other printed material already handed out is just a freebie for the client/customer wanting to cancel.

We will not have any liability to you as a result of.....

- Service outages that are caused by our maintenance on the servers
- Websites, print production delays and airtime failures and playlist glitches
- Technology underling the daily service load and challenges can disrupt daily business routine
- Failures of our service providers (including telecommunications, hosting and power providers)
- Computer viruses, natural disasters or other destruction or damage of our facilities, an act of God, war, civil disturbance or other cause beyond our reasonable control.
- Commercial design and development of artists and promo department, delays, backlog and backordering design development

NOTE: TGN can only adjust subscriptions accordingly for any “long-term” challenges that would occur.

## **The Content:**

The normal process of procedure for potential clients wanting commercial service is TGN, promo, production, subcontractors, marketing, promotions and advertising entities will design and develop a commercial, sweep, shout-out or a mention of business in particular in dry form. If the client wants to add FX, TGN does welcome scripts from potential clients and current clients wanting or using the service. Just contact or instruct TGN production YOU have a special script YOU would like to use in the marketing, promotions and advertising development creation of YOUR business commercial.

Because of the affordable nature of the marketing, promotions and advertising service subscription at this time TGN can only allow up to: 30 business commercials, sweeps, stingers, business mention and shout-outs.

## **Explanation of Terms:**

**Marketing:** The action or business of promoting and selling products or services

**Promotions:** The action of raising business to a higher position to let the consumer market know about the business in question, providing

exposure and being able to take advantage of the specials on products and service offering.

**Advertising:** Providing the consumer market exposure knowledge of the business in question

**Business-Commercial:** Commercial is defined as a paid advertisement

**RADIO SWEEPERS:** Liners, bumpers, radio imaging, sweeps, station imaging, stingers, IDs, idents, promos, shotguns and intros. Most sweepers will have a voice-over included on the audio. RADIO SWEEPERS are typically around: 15-:20 long. Jingles, commercial, intros/outros can be up to: 30.

**RADIO STINGERS:** In the sports, entertainment and radio industry “Stingers”, in film and computer game music is a short piece of music/music with the voice used for underlining sudden events such as show stoppers, poppers, show starts or show intros/outros. A sudden event might include a playlist starting/ending, music segment starting/ending or syndicated programming starting/ending and last but not limited DJ show/start/end.

Stinger (radio), a short sound clip used to divide sections of a radio program, podcast and or not limited to syndication also known as a **sounder**.

**Business Mention:** Is where a “voice-over” production will “mention” YOUR business in between playlist, show or song segments.

**Shout OUTS:** Closely related to Business Mentions, Shout-outs are expressions of greeting or praise given to someone or business in the presence of many people such as over-radio broadcast.

TGN NOTES: If a client or potential client chooses to submit their scripts, marketing, advertising and promotional material to use with TGN subscription service, you represent and warrant that: We shall not be required to make any payments with respect to material that you submit for business commercial purposes. TGN does not owe any but not limited to, payments to you for usage, royalty-fees for usage, third parties, music publishers, mechanical rights agents, performance rights societies, artist/star/performer stipends, persons who contributed to or appear in your materials, your licensors, unions or guilds; TGN will assume You have full right and power to use YOUR scripts and other marketing, promotional and advertising materials when You enter into a subscription for the service.

TGN will once again assume subscription service users will have “Their” Terms, in place and have secured all third-party consents, licenses and permissions necessary to enter into and perform under their Terms.

The material that Subscription User service users submit to use within their advertising, promotions and business marketing, design and development will give TGN permission to “blend” their material with added on design and development.

Also the submitted material/scripts from Subscription User Service user most NOT contain any "samples" of any third party's sound recording or musical composition and will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights, rights of publicity or privacy or moral rights.

The material that you submit is not and will not violate any law, statute, ordinance or regulation. The material that you submit is not and will not be defamatory, trade libelous, pornographic or obscene, and you are at least eighteen years of age to use the Subscription User Service.

### **TGN NOTE:**

By submitting sound recordings or musical compositions or other audio and/or audio-visual content to TGN, you grant us, royalty-free, nonexclusive license to:

- Publicly display, broadcast, encode, transmit, distribute and synchronize with visual images your material, in whole or in part, alone or in compilation with content provided by third parties.
- Use through any medium now known or hereafter devised for the purpose of demonstrating, promoting, marketing, advertising and distributing your material for business.
- Users seeking to download or otherwise acquire it and/or (ii) storing the work in a remote database accessible by users. (The nature of the Internet)
- We will not use your music/commercial for any other purpose than to allow stations to download your music/commercial and allow the public to listen to your music/commercial.
- Use any trademarks, service marks or trade names incorporated into your material and use the likeness of any individual whose performance or image is contained in your material.

- You retain ownership of your commercial, scripts and broadcasting material

TGN does pay and acknowledge: ARTIST INFORMATION, AND SONG CREDITS, AND PAYING ALL AIRPLAY ROYALTIES, via Stream Licensing (U.S. ASCAP, BMI, SESAC, SoundExchange, & SOCAN (Canada))

### **Subscriber User Service Information:**

You agree to provide true, accurate, current and complete information about yourself as requested in the Service's registration process and to update your information. You may not reveal your subscription information to anyone else and you may not use anyone else in the Subscriber User Service. You are responsible for maintaining the confidentiality of your subscription. Unauthorized access and unauthorized subscription transferring to the Service is a breach of these Terms and a violation of the law. The TGN Radio Station is a media stream, therefore playing music, syndication and client's Subscription User Service material for business marketing, promotions and advertising. TGN will not support or cannot be used for any other purpose mentioned above. TGN will NOT bash and spread negativity about any other business, people and organizations.

TGN is only used to help add positive and good morals to businesses, organizations and people in a global scope. TGN is worldwide/global therefore TGN must maintain truth, respect and honesty to all ethnic groups that could be listening on the WWW. TGN treats everyone equally.

### **Third party sites and content awareness:**

The TGN website contains links to other Internet sites that our business partners and other third parties own or operate. Your use of each of those sites is subject to the terms and conditions, if any, that each of those sites have posted. We have no control over third party sites and we are not responsible for any changes to or content on them. Our inclusion of any material in the Service's search database or a link on our sites is not an endorsement of that material or link or the companies that own or operate the material or linked sites. TGN sites will always be changing and upgrading therefore nothing will stay static, expect changes all the time back end/front-end.

### **Your conduct on the Service**

In addition to TGN, certain material that you use within the Subscriber User Service may, in our sole discretion, also become available to certain partners around the world. The nature of the Internet people can grab anything anywhere and "SHARE" to other sites. Of course "business" using TGN's Subscription User Service for their marketing, promotional and advertising gains will love to see their marketing, advertising and business promotion efforts go viral and spread throughout the WWW.

TGN cannot stress enough all materials being used in the Subscriber User Service from clients, contributing to their marketing, promotions and advertising campaigns including, but not limited to, photographs, graphics, images, illustrations, sound clips and flash animation will have proper copyright and licensing in place.

You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform display or in any way exploit any of the materials or content or the service in



whole or part if client does not have copyright, permission and licensing in place. TGN will have the right to cancel subscriptions if above areas are infraction.

The reason for the above mentioned is from time to time TGN will use for our marketing efforts bulletin board services, chat areas, news groups, forums, communities printed brochures, printed postcards and/or message or communication facilities (collectively, the "Forums"), you agree to have YOUR materials for Subscription User Service with proper copyright, permission and licensing in place.

If TGN doesn't monitor the Subscriber User Service TGN can be liable for FCC infractions of.... defame, abuse, harass, stalk, threaten or otherwise violate the legal right of others; (ii) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; (iii) upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another person's computer; (iv) unauthorized advertise or offer to sell any goods or services for any commercial purpose; (v) conduct or forward surveys, contests, pyramid schemes or chain letters; (vi) download any file posted by another user of a forum that you know or reasonably should know, cannot be legally distributed in such matter, (vii) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; or (viii) restrict or inhibit any other user from using and enjoying the forum. We reserve the right to terminate your access to any or all of the forums at any time without notice for any reason whatsoever.

## **Billing and Cancellation Policy**

By submitting YOUR information and subscribing to the Subscription User Service YOUR authorizing TGN to invoice to "CLIENT/YOU" billed a monthly subscription. Future review and research are currently being reviewed for a more automated pay option. TGN will implement option when development is completed and will change all subscribers over to the new system when set-in-place.

To cancel your subscription, send an email to [radiobiz@global-network.ws](mailto:radiobiz@global-network.ws) or visit <http://www.tgnradobroadcasting.com> and click the "CONTACT US" tab and fill out form and with the reason for contact. In the TEXT-FIELD please insert "CANCEL MY ACCOUNT" as the subject line. Any other text in the subject line may not result in proper cancellation of your subscription. You must send notice of cancellation at least 3 days before the date that you are to be re-billed. Failure to do so may result in your subscription to be renewed for another month. Refunds are not normally given because of the affordable nature of the subscription therefore TGN will exhaust YOUR subscription through the next month.

## **Legal Policies and Notices**

You hereby agree to indemnify, defend and hold The Global Network (TGN), and all of our officers, directors, owners, agents, information providers, affiliates and licensors (collectively, the "Parties") harmless from and against any and all liability, losses, costs and expenses (including attorneys' fees) incurred by any Party in connection with any claim arising out of

(1) Any use or alleged use of your subscription by any person, whether or not authorized by you,

(2) Any claim arising out of the material that you submit to the Subscription User Service, including, but not limited to, claims for defamation, violation of rights of publicity and/or privacy, copyright infringement, trademark infringement and any claim or liability relating to the content, quality, or performance of materials that you submit to the Subscription User Service. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. The listing, or absence of listing, of any document via-upload in the Subscription User Service does not imply any warranty or guarantee by us, for any companies, products, or services described in such documents. We disclaim any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed on the Subscription User Service. We disclaim any responsibility for the deletion, failure to store, miss delivery, or untimely delivery of any information or material. We disclaim any responsibility for any harm resulting from downloading or accessing any information or material on the World Wide Web or Internet using search results from the Service.

**NOTICE:**

TGN DOESN'T CLAIM OF 100% UPTIME OF PROGRAMMING. BECAUSE OF THE NATURE OF THE INTERNET THERE COULD BE INTERRUPTED OR ERROR SERVICE PROGRAMMING AT TIMES. IN ADDITION, WE DO NOT MAKE ANY WARRANTY OF NEVER HAVING ANY WEBSITE AND

PROGRAMMING CHANGES AND UPGRADE. BECAUSE OF THE NATURE OF RADIO, CHANGING AND UPGRADING TO THE RADIO STATION PROGRAMMING AND TO THE ASSOCIATED WEBSITES ALWAYS WILL BE ONGOING. TGN DOESN'T MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OR ENDORSEMENTS FOR A PARTICULAR BUSINESS. ALL CLIENTS SUBSCRIBING TO THE TGN SUBSCRIBER USER SERVICE ARE ALL TREAT EQUAL. WITH RESPECT TO THE TGN RADIO, SUBSCRIBER USER SERVICE, AFFILIATES, PROGRAMMING AND "PARTIES" ANY CLIENT PROVIDING ADVERTISING, PROMOTIONS AND MARKETING FOCUS TO THEIR BUSINESS USING THE SUBSCRIBER USER SERVICE YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RESPONSIBILITY OF TRUTH AND ACCURACY TO THE QUALITY AND HIGH STANDARD OF YOUR BUSINESS AND THE ACCURACY OR COMPLETENESS OF THE COMMERCIAL PROVIDED BY SUBSCRIBER TO THE SUBSCRIBER USER SERVICE. WE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SUBSCRIBER USER SERVICE FOR ANYTHING ELSE OTHER THAN BUSINESS MARKETING, PROMOTIONS AND ADVERTISING. IF TGN, AFFILIATES AND "PARTIES" BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WE RESERVE THE RIGHT TO TERMINATE CLIENT TO THE SUBSCRIBER USER SERVICE AT ANY TIME WITHOUT NOTICE.

**TGN NOTES:**

Any controversy or claim arising out of or relating to these Terms or our sites will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration shall be conducted [LOCATION BE DETERMINED] and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Either you or TGN may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect the rights or property of you or the Party (or its agents, suppliers, and subcontractors) pending the completion of arbitration. These Terms constitute the entire agreement between CLIENT and the Parties with respect to the SUBSCRIBER USER SERVICE, and supersede all previous written or oral agreements. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, our liability and that of our third party content providers and their respective agents shall be limited to the greatest extent permitted by law.