

PLEASE READ THE FOLLOWING PRIVACY POLICY CAREFULLY. WHEN YOU USE OUR WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS PRIVACY POLICY.

MARTZ COMMUNICATIONS GROUP INC. PRIVACY POLICY

This Privacy Policy will apply to the website that you are visiting, www.947hits.com (the "Website"), which is owned by Martz Communications Group Inc. (the "Company").

Company and its subsidiary companies respect the privacy rights of our online visitors and recognize the importance of protecting the information collected from you. We have adopted a corporate wide Privacy Policy that guides how we collect, store and use the information you provide online. Please note that this policy applies only to sites maintained by Company and its subsidiaries, and not to websites maintained by other companies or organizations to which we link.

If you have questions or concerns regarding this statement, you should first contact Company at the email address or postal address specified on the Website.

INFORMATION COLLECTION AND USE

Our primary goal in collecting personally identifiable information is to provide you with the products and services made available through the Website, including, but not limited to our services, to communicate with you, and to manage your registered user account, if you have one.

Information Collected Upon Registration: If you desire to have access to certain restricted sections of the Website, you will be required to become a registered user, and to submit certain personally identifiable information to Company. This happens in several instances, such as when you sign up for our services, or if you desire to receive marketing materials and information. Personally, identifiable information that we may collect in such instances may include your full name, email address, address, telephone number, and other information that you decide to provide us with, or that you decide to include in your public profile.

Use of Contact Information: We will NOT use your personal information to provide marketing materials to you. We respect your privacy and will not use your information or provide it to any third party for marketing purposes. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Log Data: We will not collect Log Data from users. Log Data includes information such as the user's domain, browser, and IP address. We respect the privacy of users and will not collect such information.

Surveys & Contests: From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip/postal code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

Cookies: We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Children's Privacy: Naturally, the safety of children is very important to us. 947hits.com will not knowingly accept personal information from children under the age of 13 without obtaining parental consent.

Your Account: If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. Company reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion. You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via email or phone number given on our website to: see what data we have about you, if any; change/correct any data we have about you; have us delete any data we have about you; or express any concern you have about our use of your data.

Links: This web site contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Security: We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Whenever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a closed lock icon at the bottom of your web browser, or looking for "https" at the beginning of the address of the web page. While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Third Party Services: Users may register for other services from our Website. Certain products and/or services available on our Website are provided to you in partnership with third parties' and may require you to disclose personally identifiable information to register for and access such products and/or services. Such products and/or services shall identify the third-party partners at the point of registration. If you elect to register for such products and/or services, your personally identifiable information will be transferred to such third parties' and will be subject to the privacy policy and practices of such third parties'. We are not responsible for the privacy practices and policies of such third parties' and, therefore, you should review the privacy practices and policies of such third parties' prior to providing your personally identifiable information about such products and/or services.

Service Providers: We engage certain trusted third parties to perform functions and provide services to us, including, without limitation, hosting and maintenance, customer relationship, database storage and management, and direct marketing campaigns. We will share your personally identifiable information with these third parties, but only to the extent necessary to perform these functions and provide such services, and only pursuant to binding contractual obligations requiring such third parties to maintain the privacy and security of your data.

Law Enforcement: We cooperate with government and law enforcement officials or private parties to enforce and comply with the law. We may disclose any information about you to government or law enforcement officials or private parties as we, at our sole discretion, believe necessary or appropriate to respond to claims, legal process (including subpoenas), to protect the property and rights of Company or a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to comply with the law.

Business Transfers: We may sell, transfer or otherwise share some or all assets, including your personally identifiable information, in connection with a merger, acquisition, reorganization or sale of assets or in the event of bankruptcy. You will have the opportunity to opt out of any such transfer if the new entity's planned processing of your information differs materially from that set forth in this Privacy Policy.

Trademarks: Martz Communications Group Inc. or www.947hits.com and other Company graphics, logos, page headers, button icons, scripts, and service names are trademarks, registered trademarks or trade dress of Company in the U.S. and/or other countries. Company's trademarks and trade dress may not be used in connection with any product or service that is not Company's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Company. All other trademarks not owned by Company that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Company.

In Summary: We understand your privacy is important to you. We do not sell, trade, or rent your information to others subject to the provisions listed above. If you never want to receive any announcements or special offers from us, send us an email at: privacy@947hits.com. Remember to list each of the email accounts you have given us.

Your consent by using our web site, you consent to the collection and use of your information by 947hits.com as set forth in this Privacy Policy. 947hits.com may at any time amend, modify, restate or revise this Privacy Policy by updating this posting, and you should therefore periodically visit this page to determine the then current Privacy Policy that is in effect.

If you feel we are not abiding by this privacy policy, you should contact us immediately via telephone at 518-483-1100 or via email privacy@947hits.com.

Disclaimer of Warranties and Limitation of Liability:

THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION

OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THIS SITE; INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE; THEIR SERVERS; OR EMAIL SENT FROM COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Applicable Law: By visiting our website, you agree that the laws of the State of New York, without regard to principles of conflict of laws, will govern these Terms of Service and any dispute of any sort that might arise between you and Company.