

Terms of Use

The following Terms of Use (the “Terms of Use”) govern any use of or access to the B103/WGFB-FM website available at <http://www.b103rockford.com> (the “Company”). By accessing or using the Site or any content on the Site, you acknowledge that you have read, understood and agreed to all of the terms and conditions contained in these Terms of Use. If you do not agree to these Terms of Use, then you may not access the Site or use the content or any services in the Site. These Terms of Use are an agreement made between Company and any person or entity who accesses or uses this Site or its content (the “User”). Throughout these terms, “We” or “Our” refers to Company, and “You” or “Your” refers to the User.

Modification to Terms of Use. Company reserves the right, at its sole discretion, to modify these Terms of Use at any time without prior notice to any User, including imposing a fee to access certain materials contained on the Site. Your use of the Site following any such change constitutes your agreement to follow and be bound by the Terms of Use, as modified. For this reason, we encourage you to review these Terms of Use for updates or any changes whenever you use the Site.

1. Use of Site & Content. The information provided on this Site is for general informational and educational purposes. Although use of this Site is intended for members of the general public, certain sections of this Site may be intended for and limited to particular audiences, such as Company’s employees and customers. Company has the exclusive right to control accessibility, hours of use, features on the Site and any other information found on the Site. Company can restrict access to any or all portions of the Site or alter or remove any information or content from the Site at any time. Company reserves the right to monitor use of the Site.

Use of this Site and its content is licensed, not sold, to you. As a User of this Site you are granted a nonexclusive, nontransferable, revocable, limited license to access and use this Site and its content in accordance with these Terms of Use. Company may terminate this license at any time for any reason.

2. Content Ownership and Usage. All of the content you see and/or hear on this Site, including without limitation, all of the articles, text, images, illustrations, graphics, photographs, audio clips, video clips, page headers, the “look and feel” of the Site, its color combinations, layout and all other graphical elements, are subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses of Company, its affiliates and/or its third party content providers. The contents of this Site are subject to copyright protection. Unless otherwise expressly noted in the Terms of Use, nothing that you read or see on the Site or other Site content, or any of the source code or HTML code that Company uses to generate the Site, may be copied, reproduced, modified, distributed, transmitted, republished, uploaded, posted, displayed, “framed” on another site or performed for commercial use, except with the prior written consent of Company. Notwithstanding the foregoing, User may make one (1) electronic or paper copy of the content displayed on the Site for personal, noncommercial use only. You may not distribute (including via e-mail or the Internet) or otherwise make available copies to others, whether or not for payment or other consideration, except with Company’s prior written permission or to the extent expressly authorized on this Site. User must retain all copyright and other proprietary notices on any authorized reproductions of any portion of the Site. Any third party marks and content appearing on the Site are the property of their respective owners. You are not permitted to use any of these third party marks or content without permission of the respective owner.

3. Privacy Policy. Company respects the privacy of the Users of this Site. Company’s current privacy policy is available at <http://www.b103rockford.com> under “Privacy Policy” and is incorporated herein by this reference. The Privacy Policy explains the User’s rights and responsibilities with respect to information that is disclosed on this Site.

4. Prohibited Conduct. You are required to comply with all applicable laws and regulations in connection with your access to and/or use of the Site or any of Site content and such further limitations or restrictions as may be set forth in any written or on-screen notice from Company. As a condition to your use of the Site, you represent and warrant to Company that you will not use the Site for any purpose that is unlawful or prohibited by this Agreement. Without limiting the generality of the foregoing, you expressly agree that you will not, either personally or through an agent:

- (a) Use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Site or for purposes of registering for any promotions, contests or surveys offered through the Site;
- (b) Use any device or other means to harvest information about other Users;
- (c) Transmit, install, upload or otherwise transfer any virus to the Site or transmit, install, upload or otherwise transfer any other item or process to the Site that in any way affects the use, enjoyment or service of the Site, host or network;
- (d) Interfere or attempt to interfere in any manner with the use, enjoyment or service of the Site, including, without limitation, by “flooding”, “spamming”, “mail bombing” or “crashing” the Site;
- (e) Post any material on the Site that is offensive to any other User. Company maintains the exclusive right to determine what is offensive;
- (f) Modify any information, including headers, found on the Site;
- (g) Transmit, install, upload or otherwise transfer to the Site any unauthorized advertisement or communication;
- (h) Use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available from Company on the Site and other generally available third-party web browsers (e.g., Microsoft Internet Explorer);
- (i) Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site;
- (j) Engage in any action that Company determines is detrimental to the use and enjoyment of the Site;
- (k) Use the Site for any unlawful or defamatory means;
- (l) Post or store on the Site any content that violates or infringes the intellectual property rights of others (including but not limited to copyrights, trademarks, trade secrets, patents and/or publicity rights); and/or
- (m) Transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States or post any information that could result in civil unrest.

5. Disclaimer and Limitation of Liability. Although Company has attempted to provide accurate information on the Site, it makes no representation, guarantee or warranty of any kind, express or implied, as to the reliability, accuracy, timeliness or completeness of that information (and assumes no responsibility for any errors or omissions therein), or as to the products or services Company may provide. YOU ACCESS AND USE THIS SITE AND THE CONTENT THEREOF AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL

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6. Trade and Service Marks. All rights in product names, Company names, trade names, logos, product packaging and designs of Company and/or third-party products or services, whether or not appearing in large print or with the trademark symbol on this Site (collectively, "Marks"), are trademarks or service marks of Company, its affiliates, related companies and/or its licensors, unless otherwise noted. The use or misuse of these Marks or any other materials, except as permitted by Company, is expressly prohibited and may be in violation of copyright law, trademark law, the law of slander and libel, the law of privacy and publicity, and communications regulations and statutes. User does not have any right or license of any kind to use any such Marks. Please be advised that Company actively and aggressively enforces its intellectual property rights to the fullest extent of the law.

7. Third Party Websites, Links and Content. This Site may contain links or references to other websites maintained by third parties over whom Company has no control. Such links are provided merely as a convenience. Similarly, this Site may be accessed from third party links over whom Company has no control. Company is not the publisher or endorser of any information on the Site that is provided by third party content providers or by Users. Any mention on the Site of products or services provided by third parties, and/or the inclusion of any third party link, is for informational purposes only and constitutes neither an endorsement nor a recommendation by Company. Company makes no representation, guarantee or warranty of any kind, either express or implied, as to the accuracy, currency, completeness, merchantability or fitness for a particular purpose of any information provided by third parties on this Site or the existence or functionality of any website which can be accessed through a link located on this Site. Company is not liable for any claims related to such information or related to any content or information on third party websites and assumes no responsibility for any products or services provided by third parties or third party websites. Any dealings between User and any third party mentioned on or found through the Site are solely between the User and the

third party, and are subject to any terms, conditions, warranties or representations associated with those dealings.

8. Interactive Areas of the Site. Bulletin boards, chat rooms and other interactive areas of the Site, if any, are provided to give Users an interesting and stimulating form to express their opinions and share ideas and information. Given the nature of the Site and the volume of the messages and postings, Company cannot and does not monitor all of the material posted on the Site or transmitted through the Site by Users and third party information providers. To protect your safety, please use your best judgment when using these forums. We particularly discourage divulging personal phone number and addresses or other information that can be used to identify or locate you. If you make such disclosures either through postings on bulletin boards, chat rooms, in classified advertising you place or in other interactive areas, or to third parties in any communication, you do so fully understanding the consequences of such disclosures and knowing that such information could be used to identify you.

9. Posting Rules. If you transmit, post, store or otherwise communicate (collectively, “post”) information on this Site in a public area, such as a chat room or a message board, you are solely responsible for such post, the consequences of posting such information, and your reliance on any communications or information found in these areas. In consideration of being allowed to post information in public areas on the Site, you agree not to engage in any of the following actions:

- (a) Posting information or material that is copyrightable, unless you are the copyright owner;
- (b) Posting information or material that reveals secrets unless you own them;
- (c) Using a public area for any purpose in violation of local, state, national or international laws;
- (d) Posting information or material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
- (e) Posting information or material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Company, in its sole discretion;
- (f) Posting advertisements or solicitations of business;
- (g) After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);
- (h) Posting surveys, contests, chain letters or pyramid schemes;
- (i) Impersonating another person;
- (j) Uploading or distributing files that contain viruses, corrupted files, or any other similar software or programs that may damage the operating of another’s computer; or
- (k) Allowing any other person or entity to use your identification for posting or viewing comments.

Company reserves the right to review postings on the Site, to remove any postings and to terminate your ability to post to the Site at any time without notice, in its sole discretion. Company also reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part. Postings from anonymous commenters or profiles using pseudonyms may be removed and profiles may be banned.

10. E-Commerce Transactions on the Site. During your visit to the Site you may elect to engage in a transaction involving the purchase of a product or service such as a subscription, an advertisement or other tangible goods and services. To serve you most efficiently, credit card transactions and order fulfillment may be handled by a third party processing agent, bank or distribution institution. While in most cases transactions are completed without difficulty, there is no such thing as “perfect security” on the Internet or otherwise. If you’re concerned about online credit card safety, in most cases a telephone number will be made available so you can call us and place your order by phone. The Site cannot take responsibility for the success or security of transactions undertaken or processed by third parties. On occasion, a product or service may not be available at the time or the price as it appears in an advertisement. In such event, or in the event a product is listed at an incorrect price or with incorrect information due to typographical error, technology error, error in the date or length of publication, or error in pricing or product information received from our advertisers or suppliers, you agree the Site is not responsible for such errors or discrepancies.

11. Certain Restrictions Relating to Real Estate and Recruiting Advertising. Any real estate advertised on this Site may be subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination. State law also may forbid discrimination based on these factors and others. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. In addition, employers are prohibited from structuring their job advertisement in such a way as to indicate that a group(s) of people would be excluded from consideration for employment on one of the bases enumerated in Section 703 of Title VII of the Civil Rights Act of 1964 (i.e., race, sex, religion, age or national origin). We also follow any and all state laws concerning advertising with respect to hiring.

12. User-Provided Information and Content. By providing information to, communicating with, and/or placing any information or other content on the Site, including, without limitation, communication during registration, communication on any bulletin board, message or chat area, posting any resume or other content, placing any classified advertisement, entering any sweepstakes, etc., you represent and warrant: (1) you own or otherwise have all necessary rights to the content you provide and the rights to use it as provided in these Terms of Use; (2) all information and content you provide is true, accurate, current and complete, and does not violate these Terms of Use; and, (3) the information or content you provide will not cause injury to any person or entity. Using a name other than your own legal name is prohibited (except in those specific areas of the Site that specifically ask for unique, fictitious names (e.g., certain message board and chat rooms)).

For any content you provide to the Site, you grant Company, its affiliates, related entities (including the Site) and technology and content partners, a world-wide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such content, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the foregoing, you authorize Company to share such content across all its affiliated Web sites and technology and content partners, to include the content in a searchable format accessible by Users of the Site and affiliated websites, and to use your name and any other information in connection with its use of the material you provide. You also grant Company the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you send to Company and/or the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

Please note neither Company nor the Site accepts unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to the Site. Should you send any unsolicited materials or ideas, you do so with the understanding no additional consideration of any sort will be provided to you, and you are waiving any claim against the Site, Company and/or its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

13. Notice of Copyright Infringement. Company prohibits the posting of any information that violates or infringes the copyright rights of any person or entity. If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, please provide Company's Copyright Agent with the following information:

- (a) Identification of the copyrighted work claimed to have been infringed;
- (b) Identification of the allegedly infringing material on the Site that is requested to be removed;
- (c) Your name, address and daytime telephone number, and an e-mail address if available, so that Company may contact you if necessary;
- (d) A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent or the law;
- (e) A statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- (f) An electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Company's Copyright Agent for Notice of claims of copyright infringement on the Site can be reached as follows:

ATTN: Mike Paterson, General Manager

B103/WGFB-FM

C/O Mid-West Family Broadcasting

2830 Sandy Hollow Rd

Rockford, IL 61109

mpaterson@rmgmwf.com

Company will remove any posted submission which infringes the copyright of any person under the laws of the United States upon receipt of such a statement – or, more specifically, any statement in conformance with 17 U.S.C. § 512(c)(3). Please be advised that the law provides significant penalties for submitting such a statement falsely.

14. Minors. If you allow your minor child, or a child for whom you are the legal guardian (a "Minor"), to use the Site, you agree that you shall be solely responsible for (i) the online content of such Minor, (ii) monitoring such Minor's access to and use of the Site; and (iii) the consequences of any use of the Site by such Minor.

15. Indemnification. You agree to indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, agents, assigns, suppliers, affiliates and third party partners from and against any

cause of action or claim, including all losses, expenses, damages, costs and reasonable attorneys' fees, resulting from any violation by you of these Terms of Use, your use of the Site and the content thereof, your posting of any information or content on the Site and/or the infringement by you of any intellectual property or other right of any person or entity.

16. **Void Where Prohibited.** This Site and its contents are intended to comply with the laws and regulations in the United States of America ("U.S."). Although the information on this Site is accessible to users outside of the U.S., the information on the Site pertaining to Company's products or services is intended for use only by residents of the U.S. Other countries may have laws, regulatory requirements and practices that differ from those in the U.S. Company reserves the right to limit provision of our products or services to any person, geographic region or jurisdiction and/or to limit the quantities or any products or services we provide. Any item on this Site that is construed as an offer for any product or service made on this Site is void where prohibited.

17. **Electronic Communications.** We use reasonable security measures and take reasonable system, process and administrative precautions to protect the security and integrity of email and other electronic communications that you may send to us. Despite all these precautions, no method of transmission over the Internet is entirely secure and we cannot guarantee the confidentiality or security of the electronic communications or its contents. You transmit such information at your own risk and you should decide very carefully which information you want to send us via any electronic communication.

18. **Security.** You are prohibited from violating or attempting to violate the security of this Site, including, without limitation, accessing data not intended for you or logging into a server or account that you are not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or attempting to breach security or authentication measures without proper authorization. Company will investigate violations or possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.

19. **Links.** Company does not object to links on third party sites to the homepage of the Site in an appropriate context. However, "framing" or "mirroring" the Site or any of its content is prohibited without the prior written consent of Company. Company reserves the right to terminate any link found on the Site at any time.

20. **Miscellaneous.** These Terms of Use constitute the entire agreement between Company and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between Company and User dealing with the subject matter hereof is superseded. If any portion of these Terms of Use is found to be unenforceable for any reason, such portion will be deemed severed and will not affect the enforceability of the remaining terms. Upon User's breach of these Terms of Use, Company may pursue any legal or equitable remedy available, including but not limited to, direct, indirect, special, consequential, compensatory, punitive and incidental damages and injunctive relief. Company's remedies are cumulative and not exclusive. Failure of Company to exercise any remedy or enforce any portion of these Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Terms of Use at any time thereafter. User agrees that regardless of any statute or law to the contrary, any claim or action of User arising out of or regarding these Terms of Use must be filed by User within one (1) year after such claim or cause of action arose or be forever barred. Company makes no representation that the content of the Site is appropriate or available for use in all locations. Users of this Site are responsible for compliance with all applicable laws. These Terms of Use, your use of this Site, and any dispute arising therefrom, shall be governed by applicable federal laws and the laws of the State that Company is located, U.S., notwithstanding any conflicts of law principles. Any action relating to these Terms of Use and/or the Site must be filed and maintained in a state or federal court located in the Company, county, state, country and each User consents to exclusive jurisdiction and venue in such courts for such purpose.