

Terms of Use

These Terms of Use are an integral part of the agreement between Centennial Broadcasting II, LLC ("Centennial" or "we" or "us") and each visitor or registered user, as the case may be (each, a "user" or "you") concerning the use of the websites, including this website, owned, controlled, operated or hosted (whether now or in the future) by Centennial and/or its corporate affiliates, including but not limited to Thunder1045.com (collectively the "Websites"). The other integral part of this agreement is the Centennial [Privacy Policy](#). By using this websites or the Websites, you agree to be bound by these Terms of Use ("Terms of Use" or this "Agreement"), whether or not you registered for an account. All capitalized terms used herein that are not otherwise defined in these Terms of Use shall be defined in the [Privacy Policy](#).

This Agreement sets out the legally binding terms for your use of the Websites. We may modify this Agreement from time to time and such modification shall be effective upon posting by us on the Websites. You agree to be bound to any changes to this Agreement when you use the Websites after any such modification is posted. This Agreement includes Centennial's policy for acceptable use and content posted on the Websites, your rights, obligations and restrictions regarding your use of the Websites, and the Privacy Policy.

Please choose carefully the comments you post on the Websites and the information you provide in your personal profile. Your comments and personal profile may not include the following items: telephone numbers, street addresses, last names, and any photographs posted by you may not contain nudity, violence, or offensive subject matter. Information provided by other registered users in their personal profiles or in their reader comments may contain inaccurate, inappropriate or offensive material, products or services and Centennial assumes no responsibility or liability for this material.

We reserves the right, in our sole discretion, to reject, refuse to post or remove any posting by you, or to restrict, suspend, or terminate your access to all or any part of the Websites at any time, for any or no reason, with or without prior notice, and without liability.

By participating in any offline Centennial event, you agree to release and hold Centennial and the Websites harmless from any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, either directly or indirectly related to or arising from your participation in any such offline Centennial event, even as a result of negligence by Centennial.

1. Registration

By registering for the Websites, you represent and warrant that all registration information you submit is truthful and accurate and that you agree to maintain the accuracy of such information. You further represent and warrant that you are 13 years of age or older and that your use of the Websites will not violate any applicable law or regulation. Your personal profile may be deleted without warning if it is found that you are misrepresenting your age. Your registration is solely for your personal use, and you shall not authorize others to use your account, including your personal profile or email address. You are solely responsible for all content published or displayed through your account and for your interactions with other registered users. You may only register once for the Websites. If you would like to change your user name, please [email us](#). Multiple registrations will result in the removal of your registration privileges under any user name. We reserve the right to delete user names which might be considered objectionable.

2. Term

This Agreement shall remain in full force and effect while you use the Websites. You may terminate your registration at any time, for any reason, by [contacting us](#). We may terminate your registration for any reason and at any time, effective upon sending notice to you at your registered email address. Even after registration is terminated, this Agreement will remain in effect, including sections 4, 5, 7 and 9-16. This Agreement may change from time to time.

3. Non Commercial Use

The Websites are for the personal use of our users only and may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by the management of Centennial. Illegal and/or unauthorized use of the Websites, including collecting user names by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Websites is not permitted. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from personal profiles without notice. Appropriate legal action will be taken by us for any illegal or unauthorized use of the Websites.

4. Proprietary Rights in Content on the Websites

Centennial owns and retains all proprietary rights in the Websites. The Websites contains copyrighted material, trademarks, and other proprietary information of Centennial. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, or sell any such proprietary information. RSS feeds may be republished so long as they are not modified in any way.

5. Content Posted on the Websites.

- (a) You understand and agree that Centennial, in its sole discretion, may review and delete any reader comments, personal profiles, information and photographs contained in personal profiles, and messages to other registered users (collectively, "Content").
- (b) You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Websites or any material or information that you transmit to other registered users.
- (c) By posting any Content to the public areas of the Websites, you hereby grant to Centennial the non-exclusive, fully paid, worldwide license to use, publicly perform and display such Content on the Websites. Content posted to the public areas of the Websites may be used on the air on the radio station, the radio station's affiliate stations or the streaming station for commercial or entertainment use. This includes but is not limited to comments, video, audio, photos and all other content posted to public areas of the Websites. If you would like to request that any of your Content be removed from the Websites, please [contact us](#). We will consider your request, but have the right to deny any request if we determine in our sole discretion that removal of the Content in question would harm the experience of our users on the Websites. You represent and warrant that: (i) you own the Content posted by you on the Websites or otherwise have the right to grant the license set forth in this section, and (ii) your Content does not violate the privacy rights, publicity rights, copyright rights, or other intellectual property rights of any person. You agree to pay for all royalties and fees owing any person by reason of any Content you post on the Websites.
- (d) The following is a partial list of the kind of Content that is illegal or prohibited on the Websites. Centennial reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Websites and terminating the registration of such violators. Prohibited Content includes Content that:
- (i) is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - (ii) harasses or advocates harassment of another person;
 - (iii) involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming;"
 - (iv) promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - (v) promotes an illegal copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 - (vi) contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
 - (vii) provides material that exploits anyone in a sexual or violent manner, or solicits personal information from anyone;
 - (viii) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - (ix) solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
 - (x) involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes; or
 - (xi) uses sexually suggestive imagery or any other unfair, misleading or deceptive content intended to draw traffic to a personal profile.
- (e) You must use the Websites in a manner consistent with any and all applicable laws and regulations.
- (f) You may not engage in advertising to, or solicitation of, any user of the Websites to buy or sell any products or services. You may not transmit any chain letters or junk email to other users of the Websites. Although Centennial cannot monitor the conduct of its users off the Websites, it is also a violation of these rules to use any information obtained from the Websites in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any user of the Websites without their prior explicit consent. In order to protect our users from such advertising or solicitation, we reserve the right to restrict the number of contacts which a registered user may make with other registered users in any 24-hour period to a number which Centennial deems appropriate in its sole discretion.
- (g) You may not cover or obscure any advertisements on your personal profile page or any other page of the Websites via HTML/CSS or any other means.
- (h) Any automated use of the system, such as using scripts, is prohibited.
- (i) You may not attempt to impersonate another registered user or person who is not a registered user of the Websites.
- (j) You may not use the account, user name, or password of another registered user at any time nor may you disclose your password to any third party or permit any third party to access your account.

(k) You may not sell or otherwise transfer your personal profile.

6. Copyright Policy

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. If you believe that your work has been copied and posted on the Websites in a way that constitutes copyright infringement, please provide us with the following information:

(a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of where the material that you claim is infringing is located on the Websites; (d) your address, telephone number, and email address; (f) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (g) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Please send the foregoing to:

*Website Manager
1914 Mimosa Street
Fredericksburg, VA 22405*

7. User Disputes

You are solely responsible for your interactions with other registered users. We reserve the right, but have no obligation, to monitor disputes between you and other users.

8. Privacy

Use of the Websites is also governed by our [Privacy Policy](#).

9. Disclaimers

The opinions expressed in Content posted on the Websites are not necessarily the opinions of Centennial. Centennial is not responsible for any incorrect or inaccurate Content posted on the Websites, whether caused by users of the Websites or by any of the equipment or programming associated with or utilized by the Websites. Centennial is not responsible for the conduct, whether online or offline, of any user of the Websites. Centennial assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user communication. Centennial is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or at any Websites or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with the Websites. Under no circumstances shall Centennial be responsible for any loss or damage, including personal injury or death, resulting from use of the Websites or from any Content posted on the Websites or transmitted to registered users, or any interactions between users of the Websites, whether online or offline, even as a result of negligence by Centennial. The Websites are provided "AS-IS" and Centennial expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Centennial cannot guarantee and does not promise any specific results from use of the Websites.

10. Limitation on Liability

IN NO EVENT SHALL CENTENNIAL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEBSITES, EVEN IF CENTENNIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, CENTENNIAL'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$100.

11. U. S. Export Controls.

Software from the Websites (the "Software") is further subject to United States export controls. No Software may be downloaded from the Websites or otherwise exported or re-exported (a) into (or to a national or resident of) Cuba, Sudan, Libya, North Korea, Iran, Syria, or any other Country to which the United States has embargoed goods; or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

12. Site Promotion

Centennial may make use of or refer to user-posted content for the purpose of promotion of the Websites. Such promotion will involve taking screen shots of a particular area of the Websites and using that screen shot as a graphic in an advertisement. Promotion may also include quoting content or playing audio or video posted to the public areas of the Websites on the Centennial radio stations or streaming stations. Centennial makes no claim of ownership to such user-posted content.

13. Disputes

Any dispute arising out of or relating to this Agreement, including with respect to the interpretation of any provision of this Agreement and to the performance by Centennial or you, shall be resolved by mandatory and binding arbitration submitted to the American Arbitration Association in accordance with its Commercial Arbitration Rules at the request of either Centennial or you pursuant to the following conditions:

(a) Place of Arbitration Hearings. Arbitration hearings hereunder shall be held in Fredericksburg, VA.

(b) Selection of Arbitrator. Within 15 days after the commencement of arbitration, Centennial and you shall each select one person to act as arbitrator and the two selected shall select a third arbitrator within 10 days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

(c) Conduct of Arbitration. The arbitrators shall allow reasonable discovery in the forms permitted by the Federal Rules of Civil Procedure, to the extent consistent with the purpose of the arbitration. The arbitrator shall have no power or authority to amend or disregard any provision of this section 13 or any other provision of this Agreement. The arbitration hearing shall be commenced promptly and conducted expeditiously, with each of you and Centennial being allocated one-half of the time for the presentation of its case. Unless otherwise agreed by the parties, an arbitration hearing shall be conducted on consecutive days.

(d) Findings and Conclusions. The arbitrators shall, after reaching judgment and award, prepare and distribute to the parties written findings of fact and conclusions of law relevant to such judgment and award and containing an opinion setting forth the reasons for the giving or denial of any award. The award of the arbitrators shall be final and binding on the parties, and judgment thereon may be entered in a court of competent jurisdiction.

(e) Costs and Fees. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The prevailing party shall be entitled to an award of reasonable attorney fees.

(f) Litigation. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

(g) Jurisdiction. The parties consent to venue in Virginia and to the non-exclusive jurisdiction of competent Virginia state courts or federal courts in the appropriate District of Virginia for all litigation which may be brought, subject to the requirement for arbitration hereunder, with respect to the terms of, and the transactions and relationships contemplated by, this Agreement.

14. Indemnity

You agree to indemnify and hold Centennial, its subsidiaries, affiliates, officers, directors, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Websites in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

15. Notices

Centennial may be required by state or federal law to notify you of certain events. In addition, Centennial may need to notify you from time to time regarding changes to this Agreement or the Privacy Policy. You agree that such notices will be effective upon Centennial posting them on the Websites, sending them to you through email or postal mail or notifying you via other means required by law. We will use the contact information provided by you. If you do not provide us with accurate information to contact you, Centennial will not be held liable if it fails to notify you.

16. Other

This Agreement is accepted upon your use of the Websites and is further affirmed by your registration. This Agreement constitutes the entire agreement between you and Centennial regarding the use of the Websites. The failure of Centennial to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. Please contact us with any questions regarding this Agreement. I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.