

Terms of Service (Last Revised March 17, 2005)

REMEMBER THAT IF YOU USE AND/OR VISIT ANY OF OUR WEBSITES, YOU AGREE TO ALL OF THE TERMS OF USE NOTED BELOW, AS WELL AS TO: (1) OUR PRIVACY POLICY; (2) ANY ADDITIONAL TERMS THAT GOVERN CERTAIN PRODUCTS AND SERVICES, WHICH WILL BE PRESENTED IN CONJUNCTION WITH THOSE PRODUCTS AND SERVICES ("ADDITIONAL TERMS"); AND (3) ANY RULES OF PARTICIPATION ("RULES") PROVIDED ON THE WEBSITES FOR CERTAIN ACTIVITIES AND SERVICES, SUCH AS CONTESTS, SWEEPSTAKES, USER CLUBS, AND AWARDS PROGRAMS, THE PRIVACY POLICY, THE COPYRIGHT POLICY, THE TEXTING POLICY (WHERE APPLICABLE), AS WELL AS ANY ADDITIONAL TERMS OR RULES MAY BE LISTED ELSEWHERE BUT THEY ARE INCORPORATED INTO THESE TERMS OF USE BY REFERENCE (AS IF WE REPEATED ALL THAT OTHER LANGUAGE HERE).

IN CASE THERE IS A CONFLICT BETWEEN THESE TERMS OF USE AND ANY ADDITIONAL TERMS FOR ACTIVITIES ON OUR WEBSITES IN WHICH YOU CHOOSE TO PARTICIPATE, THE ADDITIONAL TERMS WILL GOVERN. AND JUST IN CASE THERE IS A CONFLICT BETWEEN THESE TERMS OF USE AND ANY SPECIFIC RULES FOR ACTIVITIES ON OUR WEBSITES IN WHICH YOU CHOOSE TO PARTICIPATE, THESE TERMS OF USE WILL CONTROL.

PLEASE DO NOT USE THE WEBSITES IF YOU DO NOT AGREE TO ANY OF THESE TERMS OF USE BECAUSE ONCE YOU ARE ON OUR WEBSITES THESE TERMS OF USE APPLY.

THE RADIO GROUP AND ITS AFFILIATES, SUBSIDIARIES, DIVISIONS, OR AGENTS (COLLECTIVELY, "TRG," "OUR," "WE" or "US") RESERVE THE RIGHT IN THEIR SOLE DISCRETION TO DENY ACCESS TO ALL OR PART OF OUR WEBSITES

WE ALSO RESERVE THE RIGHT TO CHANGE ANY FEATURES ON OUR WEBSITES AND TO CHANGE THE TERMS AND CONDITIONS AT ANY TIME, SO WE RECOMMEND VISITING OUR SITES FREQUENTLY TO SEE OUR NEW AND EXCITING CHANGES AND TO VISIT THIS PAGE TO MAKE SURE THAT THE RULES HAVE NOT CHANGED SINCE YOUR LAST VISIT.

HERE ARE THE SPECIFIC TERMS OF USE WHICH WE EXPECT YOU TO FOLLOW:

A. Ability to Accept Terms of Use. The Terms of Use form a legally binding contract between you and us. By using any of the Websites, you affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, representations and responsibilities set forth in this Agreement, and to abide by and comply with these Terms of Use.

B. Accounts. To use some features of our Websites, you may need to create an account. To do so, you must provide correct and complete information. This means you cannot use a false or misleading name or a name that you are not authorized to use. Impersonating another person on our Websites is prohibited. You become entirely responsible for the activity that occurs on your account (including any and all charges incurred while your account is being used and liability for harm caused by statements made or materials posted under your account), so be sure to keep your account password secure and tell us immediately if you think there has been unauthorized use of your account.

C. Our Use of Your Information. Our Privacy Policy tells you how we approach the collection, use or sharing of Personal Information (as defined in the Privacy Policy). Also, by using our Websites, you agree that we are not responsible for any of your Personal Information that you post publicly using our various services such as discussion forums, blogs, or message boards. You can read more about all of this in our privacy policy.

D. Copyright. Everything on or used in connection with our Websites, including but not limited to text, images, graphics, logos, audio and video content, software (collectively, "Content") – with the exception of User Generated Content as defined below – is owned by us and/or our affiliates, subsidiaries, licensors or suppliers. This means that you cannot use the Content without our permission.

You may only use the Content online for purposes of visiting and using our websites, and only for your personal, non-commercial use. This means that, unless we specify otherwise, you may not download any of our Content, give copies to your friends, display the Content publicly, or charge anything for it (these are only meant to be examples and are not an exhaustive list of things you can't do with our Content). Also, you may not use the Content to construct any kind of database or your own website.

E. Discussion Forum Rules: If the Website you are visiting has a discussion forum, bulletin board, chat room, blog, message board, or other online community location (collectively "Discussion Forum"), the following rules apply:

- Your Profile information. When you create an account to use our Discussion Forums, you do not have to disclose any of the "suggested" information like your gender, birth date and real name.

You will, however, be able to build a public profile which allows other members to see information that you submit to us. You can privatize some of the information on your public profile, such as your e-mail address. To protect your safety, please use your best judgment. We discourage divulging personal phone numbers and addresses or other information that can be used to identify or locate you.

Under the Children's Online Privacy Protection Act, we do not knowingly collect Personal Information from children under the age of 13. Although you do not have to disclose your birth date, if any information is disclosed in your profile or submissions that can identify you as a child under the age of 13, we reserve the right to delete, edit, or reject such information, your entire profile or your submission.

- Be courteous. In a community full of opinions and preferences, people always disagree. We do not tolerate personal attacks, threats, verbal abuse, defamatory, obscene, hateful or slanderous language, or deliberate disruption of discussions with repetitive messages, meaningless messages, or "spam." You also are prohibited from using the Websites to engage in any illegal conduct. Please contact our site/privacy administrators at shall@theradiogroup.net if you have concerns about the conduct of other users on our Websites. We reserve the right in our sole discretion to temporarily suspend or permanently block access by anyone to all or part of our Websites at any time.
- Thread hijacking – or taking a Discussion Forum thread unreasonably off topic by discussing something entirely unrelated to the discussion at hand, or submitting an unreasonable number of off-topic posts to a thread that does not contribute to the value of a discussion - is disrespectful to other discussion forum members and discourages members from participating in discussions. So please don't hijack threads.

We encourage you to tell us if you believe a member is hijacking a thread. We will attempt to remind users perceived as engaging in thread hijacking to start a new thread for their discussion or, in our sole discretion, may temporarily suspend or permanently block access by such user to one or more of our forums.

F. User Content Representations and Warranties: Our Websites may allow you to upload or share content on the Websites so that other users can enjoy it. Do not upload or share anything on the Websites such as messages, posts, text, film, video, audio, photographic, other recordings or images, or any other content (collectively, "User Generated Content") that you do not have a right to use and share on the Internet. By uploading or sharing any User Generated Content on our websites, you represent and warrant that: (1) you are the original author or creator of the User Generated Content and/or have full copyright, title and interest in and to any User Generated Content, (2) you have the full power and authority to upload and/or share the User Generated Content on the Websites, (3) the use of any element of the User Generated Content will not violate or infringe upon the trademarks, trade names, copyrights, patents, rights or privacy or publicity or any other personal or proprietary rights of any person or entity, and will not defame or libel any person or entity, (4) you will not publish falsehoods or misrepresentations that could damage TRG or any third party; (5) you will not submit material that is, obscene, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate, (6) you will not post or disseminate advertisements or solicitations of business, or otherwise engage in commercial activity on our Websites, (7) you will not impersonate another person, (8) you will not solicit any user for material gain, and (i) you will not produce spam throughout the Website publicizing a product or event.

G. User Generated Content License. By providing us with any User Generated Content, you grant us and our affiliates and related entities, a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt, translate, archive, store, and create derivative works from such User Generated Content, in any form, format, or medium, of any kind now known or later developed. Without limiting the generality of the previous sentence, you authorize us to share the User Generated Content across all websites and online media platforms, newspapers,

television and radio broadcast stations, and any other media now or hereafter known affiliated with us and to use your name, likeness and any other information in connection with our use of the material you provide. You waive any moral rights you might have with respect to any User Generated Content you provide to us. You also grant us the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you provide or otherwise submit to us for any purpose whatsoever, including but not limited to, commercial purposes, and developing, manufacturing and marketing commercial products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

H. Screening and Removal of User Generated Content. You acknowledge that we and/or our designees may or may not pre-screen User Generated Content, and have the right (but not the obligation), in our sole discretion, to move, remove, block, edit, or refuse any User Generated Content for any reason, including without limitation that such User Generated Content violates these Terms of Use or is otherwise objectionable.

I. Risk from User Generated Content. We do not promise the accuracy, integrity, or quality of the User Generated Content and do not endorse it in any manner. All User Generated Content provided on the Websites is the sole responsibility of the person who provided it. You are entirely responsible for all User Generated Content that you provide.

J. Third Party Sites: Our Websites may allow you to link to third-party websites. Those third-party websites do not belong to us, and we have no control over, and assume no responsibility for, the content, accuracy, usefulness, safety, privacy policies, or practices of any third-party websites. By using our Websites, you expressly relieve us and our affiliates and agents of any and all liability arising from your use of any third-party websites linked to our Websites.

K. Warranty Disclaimer. You agree that your use of the Websites shall be at your sole risk. To the fullest extent permitted by law, TRG, its officers, directors, shareholders, employees, Operational Service Providers (as defined in the Privacy Policy), representatives, affiliates and agents disclaim all warranties, express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, in connection with the Websites and your use thereof. TRG makes no warranties or representations about the accuracy or completeness of the Websites, and assumes to the maximum extent permitted by law no liability or responsibility for any (1) errors, mistakes, or inaccuracies on the Websites, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Websites, (3) unauthorized access to or use of our secure servers and/or any and all Personal Information that is not submitted using a secured transmission, (4) interruption or the cessation of transmission to or from our Websites, (5) bugs, viruses, Trojan horses, or the like, which may be transmitted to or through our Websites by any third-party, and/or (f) errors or omissions on our Websites or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Websites. TRG does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through the Websites or any hyperlinked website or feature in any banner or other advertising, and TRG will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

L. Limitation of Liability. In no event shall TRG, its officers, directors, employees, shareholders, representatives, Operational Service Providers, affiliates or agents be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (a) mistakes, or inaccuracies of content on the Websites, (b) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Websites, (c) any unauthorized access to or use of our secure servers and/or any and all non-secured Personal Information (d) any interruption or the cessation of transmission to or from the Websites, (e) any bugs, viruses, Trojan Horses, or the like, which may be transmitted to or through the Websites by any third party, and/or (f) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the Websites, whether based on warranty, contract, tort or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

M. Indemnity. You agree to defend, indemnify and hold harmless TRG, its affiliates, subsidiaries, officers and directors, shareholders, agents, employees and partners, Operational Service Providers and any other parties with whom TRG may contract to provide its services, from and against any and all claims, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, fines or forfeitures, expenses or damages (including without limitation, reasonable legal fees and expenses) of whatsoever kind and nature imposed on, incurred by or asserted against

TRG arising out of any breach or alleged breach by you of any representation, warranty, covenant or obligation pursuant to these Terms of Use or the failure to fulfill any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide us with such cooperation as is reasonably requested by us.

N. Your Copyrighted Work. We respect the copyrights of others. If you believe in good faith that your copyrighted work has been reproduced on our Websites without authorization in a way that constitutes copyright infringement, you may notify us by sending mail to our designated agent, Stuart Hall, 3905 Progress Blvd, Peru, IL 61354, shall@theradiogroup.net; 815-224-2100

The notice must have the following information as provided by federal law (Digital Millennium Copyright Act, 17 U.S.C. 512 (c)(3)):

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

O. Independent Contractors. You and TRG are independent contractors and nothing herein shall be deemed to constitute a partnership between, or joint venture of, you and TRG or constitute either party the agent of the other. You shall not hold yourself out contrary to the terms of this paragraph, and TRG shall not become liable for any representation, act or omission by you contrary to the provisions of these Terms of Use.

P. Termination. TRG has the right to terminate your access to use the Websites for any reason, including for violation of these Terms of Use. If we ever terminate your access to any the Websites, sections A, C, D, F, G, H, I, J, K, L, M, O, P, Q, R of these Terms of Use shall still survive and be binding upon you.

Q. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Websites or these Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred.

R. Governing Law and Jurisdiction. These Terms of Use and all questions relating to the performance, interpretation, breach or enforcement of these Terms of Use, or the rights, obligations and liabilities of the parties here to, shall be governed by the laws of the State of Illinois, without regard to any conflict of laws or provisions. You agree that any and all disputes, claims or litigation arising from or related in any way to these Terms of Use and our relationship with you hereunder shall be litigated only in a court of competent jurisdiction located in Illinois, and you agree to be subject to personal jurisdiction and venue in that location.