

# Forever Media, Inc. Terms of Use Agreement, Copyright, Participating Parties, Privacy Agreement ("Agreement")

## **READ THIS AGREEMENT BEFORE ACCESSING THIS WEBSITE.**

Effective Date: Agreement was last updated January 1, 2015.

This Agreement sets forth the standards of use of the Forever Media, Inc. and their respective affiliates, successors and assigns (collectively "Provider") online service ("Provider Website"). By using this Provider Website you (the "Member") and all Participating Parties defined in Section 8 below agree to these terms and conditions. If Member does not agree to the terms and conditions of this Agreement, Member should immediately cease all usage of this Provider Website. Provider reserves the right, at any time, to modify, alter, or update the terms and conditions of this Agreement without prior notice. Modifications shall become effective immediately upon being posted at Providers online service. Member's continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

### 1. Description of Service

Provider is providing Member with Provider Website, information, entertainment and internet radio station access, solely for personal non-commercial use, only and at times subject to Members full compliance with this Agreement. Other policies may govern Providers other Internet and non-Internet operations at Providers sole discretion. Members must provide (1) all equipment necessary for their own Internet connection, including computer and/or modem and (2) provide for Member's access to the Internet, and (3) pay any fees related with such connection. Certain products or services offered by this and/or other Provider Websites (each a "Provider Internet Service," and collectively "Provider Internet Services"), and certain areas within this and/or other Provider Websites may be governed by additional terms and conditions ("Additional Terms") presented in conjunction with those products or services. Member must agree to these Additional Terms before using those areas or Provider Internet Services. The Additional Terms and this Agreement shall apply equally. In the event of a irreconcilable inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control. Any software that is made available to view and/or download in connection with a Provider's Website ("Software") is owned or controlled by Provider and/or licensors, affiliates and suppliers and is protected by copyright laws and international treaty provisions. Member use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software. Provider accepts no responsibility or liability in connection with any Software owned or controlled by third parties.

### 2. Account, Security, Passwords

If a particular Provider Website and/or Provider Internet Service requires Member to open an account, Member must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is Member's responsibility to maintain the currency, completeness, and accuracy of Member's registration data and any loss caused by Member's failure to do so is Member's responsibility. After Member has fully completed the registration form, Member may be asked to choose a

password and a user name. It is entirely Member's responsibility to maintain the confidentiality of Member's password and account. Additionally, Member is entirely responsible for any and all activities that occur under Member's account. Member agrees to notify Provider immediately of any unauthorized use of Member's account. Provider is not responsible for any loss that Member may incur as a result of someone else using Member's password or account, either with or without Member's knowledge. Member may cancel Member's account by delivering notice in the manner provided in the Additional Terms governing the particular Provider Website and/or Provider Internet Service.

### 3. Fees

Except where otherwise provided, access to and use of this Provider Website and/or the Provider Internet Services offered through Provider are currently available without charge. Provider reserves the right to charge a fee for access to or use of this Provider Website, or any Provider Internet Service available on this Provider Website at any time in the future. Member access to, or use of this Provider Website before such time, does not entitle Member to use of this Provider Website without charge in the future.

### 4. Disclaimer of Warranties.

The Provider Website and/or Provider Internet Services are provided by Provider on an "as is" and on an "as available" basis. Use of and reliance on, any advice or information obtained from or through this Provider Website and/or other Provider Internet Services is at users own risk to the fullest extent permitted by applicable law, Provider makes no representations or warranties of any kind, express or implied, regarding the use or the results of the Provider Website and/or Provider Internet Services in terms of its correctness, accuracy, reliability, or otherwise. Provider shall have no liability for any interruptions, server errors, misdirected or redirected transmissions, virus, spam or mal-ware or any other technical difficulties in the use of the Provider Website and/or Provider Internet Services. Provider disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement.

### 5. Limitation of Liability

PROVIDER SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR PROVIDER, SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE PROVIDER WEBSITE OR PROVIDER INTERNET SERVICES OR THE INFORMATION CONTAINED IN THEM, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### 6. Indemnification

Member and Participating Parties agrees to indemnify, defend and hold Provider, their parents, subsidiaries, affiliates, owners, members, officers, agents and employees, harmless from any claim or demand, liability, cost or expense including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's and Participating Parties use of the Service,

the violation of this Agreement, or infringement by Member, or other user of the Service using Member's computer, of any intellectual property or any other right of any person or entity.

## 7. Modifications and Interruption to Service

Provider reserves the right to modify or discontinue the Service with or without notice to the Member. Provider shall not be liable to anyone should Provider exercise its right to modify or discontinue the Service. All users acknowledges and accepts that Provider does not guarantee continuous, uninterrupted or secure access to Provider's Website and/or Provider Internet Services and operation may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

## 8. Third Party internet Services, Third-Party Sites, Third Party Merchants and Vendors ("Collectively Participating Parties")

Our Provider Website and/or Provider Internet Services may include links to other sites on the Internet that are owned and operated by Participating Parties. Provider does not monitor or control the Participating Parties and makes no representations or warranties in regard to any of the linked, merchant, or Participating Parties sites. Member at all times agrees that any access to a Participating Parties site is at their own risk. Member acknowledges that Provider is not responsible for the availability of, or the content located on or through, any Participating Parties site. Member should contact the site administrator or webmaster for those Participating Parties sites if Member has any concerns regarding such links or the content located on such sites. Member's use of those Participating Parties sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. Provider encourages all Members to review said privacy policies of Participating Parties sites. This Provider Website and/or other Provider Internet Services may enable Member to order and receive products, information and services from Participating Parties that are not owned or operated by Provider. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between Member and such businesses. Provider does not endorse, warrant, or guarantee such products, information, or services, and is not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. Provider will not be a party to or in any way responsible for monitoring any transaction between Member and Participating Parties providers of such products, services, or information, or for ensuring the confidentiality of Member credit card information. Any separate charges or obligations Member incurs in Member dealings with these Participating Parties are Member's responsibility and are not part of the fee, if any, charged for the Provider Website and/or Provider Internet Service.

## 9. Disclaimer Regarding Accuracy of Participating Parties Information.

Product specifications and other information have either been provided by Participating Parties or collected from publicly available sources. While Provider makes every effort to ensure that the information on the Provider Website or Provider Internet Service is accurate, Provider makes no representations or warranties as to the accuracy or reliability of any information provided on this Provider Website and/or Provider Internet Services.

Provider makes no warranties or representations whatsoever with regard to any product provided or offered by any Participating Parties, and Member acknowledges that any reliance on representations and warranties provided by any Participating Parties shall be at Member's

own risk. All Participating Parties providers and participating vendors shall hold harmless Providers and Providers Website and/or Providers of Internet Services from any claims of any kind whatsoever related to Participating Parties utilization of Provider, Providers Website's and/or Providers of Internet Services.

#### 10. Modification/Termination by Provider

Provider reserves the right, in its sole discretion, to modify, suspend, or terminate this Provider Website and/or any portion thereof, including any Provider Internet Service, and/or Member account, password, or use of any Provider Internet Service, or any portion thereof, at any time for any reason with or without notice to Member.

Termination of Member account for a Provider Website and/or Provider Internet Service removes Member authorization to use the Provider Website and/or Provider Internet Service. In the event of termination, Member will still be bound by Member's obligations under this Agreement and any additional terms, including the warranties made by Member, and by the disclaimers and limitations of liability. Additionally, Provider shall not be liable to Member or any Participating Parties for any termination of Member access to a Provider Internet Service.

#### 11. Interactive, Subscription, and or Premium Services

This Provider Website may offer certain Provider Internet Services having interactive, subscriber or Premium service components such as newsletters, bulletin boards, chat rooms and forums, for free or for additional charge which shall also be covered by the terms and conditions herein, or at providers sole discretion under their respective or collective Additional Terms or additional Terms of Use statements put forth by Provider and made a part hereof.

#### 12. Contests/Sweepstakes

Additional Terms apply to all contests or sweepstakes conducted by this Provider, these Additional Terms can include qualification, exclusion, conduct, post contest or sweepstake participation. Refer to this site's or Provider's other specific internet or non-internet contest or sweepstakes Additional Terms. In the event of an irreconcilable inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control. Member acknowledges that all contesting broadcast on the audio stream of Provider is time shifted, delayed, and is different/modified from that of Providers terrestrial broadcast. Member shall hold Provider and Providers Website harmless from any and all claims related to time shifted, delayed or modified stream concerning contesting or other otherwise.

#### 13. Adult Content

Some parts of this Provider Website and/or Provider Internet Service may contain content interpreted to be intended for people who are at least 18 years old. By viewing this adult content, Member is representing that Member is at least 18 years old and that the content is acceptable to Member. Filtering software is commercially available which can be used to exclude content that is not acceptable to Member. This software may prevent the display of all or portions of the Provider Website content.

#### 14. Governing Law

Providers Website and/or Provider Internet Services are originated, operated and provided in the Commonwealth of Pennsylvania. As such, Provider is subject to its laws, and such laws will govern this Agreement, without giving effect to any choice of law rules. Provider makes no representation that our Provider Website or Provider Internet Services or other services are appropriate, legal or available for use in other locations. Accordingly, if Member chooses to access Provider Website and/or other Provider Internet Services Member agree to do so subject to the internal laws of the Commonwealth of Pennsylvania.

#### 15. Compliance with Laws.

Member assumes all knowledge of applicable law and is responsible for compliance with any such laws. Member may not use the Service in any way that violates applicable state, federal, or international laws, regulations or other government requirements. Member further agrees not to transmit any material that encourages conduct that could constitute a criminal offence, give rise to civil liability or otherwise violate any applicable local, state, national, or international law or regulation. MEMBER MAY NOT USE OR ACCESS ANY PROVIDER WEBSITE AND/OR PROVIDER INTERNET SERVICE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. MEMBER ACCESS TO ANY PROVIDER WEBSITE AND/OR PROVIDER INTERNET SERVICE MAY BE TERMINATED IMMEDIATELY IN PROVIDER'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF MEMBER FAILS TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON

#### 16. Copyright and Trademark Information

All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof is the property of Provider and/or third parties protected by intellectual property rights. Any use of materials on the Provider Website and/or Provider internet Service, including reproduction, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without express prior written permission of the President of Provider is strictly prohibited. Member agrees that they will not use any robot, spider, or other automatic device, or manual process to monitor or copy Provider web pages or the content contained therein without express prior written permission of the President of Provider.

Forevermediainc.com™, wfbg.com™, wvam.com™, froggyradio.com™, hot100pa.com™, hot92hits™, rocky1049.com™, waly1039.com™, wntj.ntjnetwork.com™, 96key.com™, fanatic.ntjnetwork.com™, cool101online.com™, myfroggy95.com™, rocky99.com™, hunny106.com™, froggyfun.com™, mymajicspace.com™, myantsnetwork.com™, mywuzz.com™, froggy95pa.com™, wkst.com™, thebus.net™, bigfroggy101.com™, 1450espradio.com™, majic99.com™, wrscfm.com™, and rocky965.com™ are proprietary marks of Provider and such Provider trademarks may not be used in connection with any product or service that is not provided by Provider, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Provider. All other trademarks displayed on Provider's Website and/or provider Internet Services are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Vendors. In addition, such use of trademarks or links to the web sites of Vendors is not intended to imply, directly or indirectly, that those Vendors endorse or have any affiliation with Provider.

## 17. Botnets

Provider retains the right, at Provider's sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, Provider reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

## 18. Other Terms

If any provision of this Terms of Use Agreement shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. Member agrees that this Agreement and any other agreements referenced herein may be assigned by Provider, in our sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to Member participation as a Member. Member agrees that by accepting this Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in Providers Privacy Policy Statement below.

## 19. Privacy Statement of Provider

### A. Acknowledgement and Acceptance of Terms

Provider is committed to protecting Member privacy. This Privacy Statement sets forth Provider's current privacy practices with regard to the information Provider collects when Member or Member's computer interacts with our Provider Website and/or Provider Internet Services. By accessing the Provider Website and/or Provider Internet Services Member acknowledges and fully understands this Privacy Statement and freely consents to the information collection and use practices described in this Privacy Statement.

### B. Participating Parties Policies

Related services and offerings with links from the Provider Website and/or Provider Internet Service, including Participating Parties sites, may have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Participating Parties and others who participate in our Provider Website and/or Provider Internet Services are encouraged to participate in industry privacy initiatives and to take a responsible attitude towards consumer privacy. However, since Provider does not have direct control over the policies or practices of Participating Parties and other third parties, Provider is not responsible for the privacy practices or contents of those sites. Provider recommends and encourages that Member always review the privacy policies of all Participating Parties and other third parties before Member provides any personal information or completes any transaction with such parties.

### C. Information Provider Collects and How Provider Uses It

Provider collects certain information from and about its Members three ways: directly from Provider Web Server logs, the Member, and with Cookies.

#### a. Web Server Logs.

When Members visit the Provider Website and/or Provider Internet Service, Provider may track information to administer the Provider Website and/or Provider Internet Services and analyse the usage. Some examples of information which may be tracked include:

- Member Internet protocol address.
- The kind of browser or computer Member uses.
- Number of links Member click within the site.
- State or country from which Member accessed the site.
- Date and time of Member visit.
- Name of Member Internet service provider.
- Web page Member linked to our site from.
- Pages Member viewed on the site.

#### b. Use of Cookies

Provider may use cookies to personalize or enhance Member's user experience. A cookie is a small text file that is placed on Member's hard disk by a Web page server. Cookies cannot be used to run programs or deliver viruses to Member's computer. Cookies are uniquely assigned to Member, and can only be read by a Web Server in the domain that issued the cookie to Member.

One of the primary purposes of cookies is to provide a convenience feature to save Member time. For example, if Member personalizes a web page, or navigates within a site, a cookie helps the site to recall Member specific information on subsequent visits. Hence, this simplifies the process of delivering relevant content and eases site navigation by providing and saving Member preferences and login information as well as providing personalized functionality.

Provider reserves the right to share aggregated site statistics with partner companies and Participating Parties, but does not allow other companies to place cookies on our Provider Website unless there is a temporary, overriding customer value (such as merging into Provider Website a site that relies on third-party cookies).

Member's have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but Member can usually modify Member's browser setting to decline cookies. If Member rejects cookies by changing Member's browser settings then be aware that this may disable some of the functionality on our Provider Website.

#### c. Personal Information Users

Visitors to Provider's Website and/or Provider Internet Service may have the ability to register to purchase services. When Member registers, Provider will request some personal information

such as name, address, email, telephone number or facsimile number, account number and other relevant information. If Member is purchasing a service, Provider will request financial information. Any financial information collected is used only to bill Member for the services Member purchased. If Member purchases by credit card, this information may be forwarded to Member's credit card provider. For other types of registrations, we will ask for the relevant information. Member may also be asked to disclose personal information to us so that Provider can provide assistance and information to Member. For example, such data may be warranted in order to provide online technical support and troubleshooting.

Provider will not disclose personally identifiable information collected from Members to third parties without Member permission except to the extent necessary including:

- To fulfil Member service requests for services.
- To protect Provider from liability,
- To respond to legal process or comply with law, or
- In connection with a merger, acquisition, or liquidation of Provider.

#### D. Use of Web Beacons or GIF Files

Provider's Website and/or provider Internet Services may contain electronic images known as web beacons – sometimes also called single-pixel gifs – that allow Provider to count Members who have visited those pages and to deliver co-branded services. Provider may include web beacons in promotional e-mail messages or newsletters in order to determine whether messages have been opened and acted upon.

Some of these web beacons may be placed by Participating Parties or other third party service providers to help determine the effectiveness of our advertising campaigns or email communications. These web beacons may be used by these Participating Parties or other third party service providers to place a persistent cookie on Member's computer. This allows the Participating Parties or other third party service provider to recognize Member's computer each time Member visits certain pages or emails and compile anonymous information in relation to those page views, which in turn enables Provider and our Participating Parties or other third party service providers to learn which advertisements and emails bring Member to Provider's Web Site and/or Provider's Internet Services and how Member uses the site. Provider prohibits web beacons from being used to collect or access Member's personal information.

#### E. Changes To This Statement

Provider has the discretion to occasionally update this Privacy Statement. When Provider does, Provider will also revise the "updated" date at the top of Provider's Terms and Conditions, Copyright and Privacy Statement. Provider encourages Member to periodically review this Privacy Statement to stay informed about how Provider is helping to protect the personal information Provider collects. Member's continued use of the service constitutes Member's agreement to this Privacy Statement and any updates.

END OF AGREEMENT