

Terms of Use

Effective Date: March 20, 2019.

THIS WEBSITE (“SITE”) IS OWNED AND OPERATED BY EVANS BROADCAST COMPANY, INC. (“EBC”) AND/OR ONE OF ITS AFFILIATED COMPANIES. THESE TERMS OF USE (“TOU”) GOVERN YOUR ACCESS TO AND USE OF THE SITE. YOU SHOULD CAREFULLY READ THESE TOU. YOUR USE OF THE SITE MEANS THAT YOU HAVE READ AND UNDERSTAND THESE TOU AND THAT YOU HAVE ENTERED INTO A BINDING LEGAL AGREEMENT WITH EBC. IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THESE TOU YOU SHOULD DISCONTINUE YOUR USE OF THE SITE. IN ADDITION, WHEN USING A PARTICULAR SERVICE, PARTICIPATING IN CERTAIN ACTIVITIES AND/OR ACCESSING CERTAIN MATERIALS ON OR THROUGH THE SITE, YOU SHALL BE SUBJECT TO ANY POSTED TERMS OR RULES APPLICABLE TO SUCH SERVICES, ACTIVITIES AND MATERIALS, WHICH ARE IN ADDITION TO THESE TOU. ALL SUCH TERMS OR RULES ARE HEREBY INCORPORATED BY REFERENCE INTO THESE TOU, AND IF YOU DO NOT AGREE WITH THEM YOU SHOULD NOT USE THE SERVICE, PARTICIPATE IN THE ACTIVITIES AND/OR ACCESS THE MATERIALS.

1. Privacy Policy. The Privacy Policy contained on the Site is incorporated in these TOU by reference, but these TOU shall govern any conflict or inconsistency with such Privacy Policy. If you are under the age of 13 you may view the materials on this Site, but if you wish to enter into any transactions on or through this Site or otherwise participate in areas of this Site which require you to enter personal information, you may not do so without the consent of a parent or legal guardian.
2. Amendments to TOU and Privacy Policy. EBC reserves the right to change the terms and conditions of these TOU, the

Privacy Policy and/or any of its other terms or policies relating to the Site, at any time in its sole discretion. EBC shall notify you of such changes by posting the changes on the Site. You are responsible for regularly reviewing the Site and these TOU regarding such changes. Continued use of the Site after any such changes have been posted shall constitute your agreement to them.

3. **Materials and Services.** Through this Site, EBC may make available to you: (a) certain audio and visual articles, text, images, illustrations, photographs, video, stories, cartoons, characters, documents and other materials contained or displayed in or made available through the Site (collectively, “Materials”); and (b) various services operated by EBC, such as content management service, audio recording services, chat rooms, bulletin boards and others (collectively, “Services”).
4. **Contest/Sweepstakes.** For additional terms applying to all contests and sweepstakes conducted by EBC, refer to the contest or sweepstakes information contained within the Site.
5. **License.** EBC and its licensors grant to you a personal, non-exclusive, non-transferable license to: (a) access, view, download, print, use and display Materials; and (b) use the tools and software on the Site (collectively, “Software”); solely for your own personal, informational, non-commercial use. In these TOU, all references to the “Site” shall be deemed to include all “Software,” “Materials” and “Services,” unless otherwise expressly indicated. All rights not expressly granted by EBC to you are retained by EBC, and you may not use the Site and/or any element of the Site in any manner or for any purpose not expressly authorized by these TOU. The rights granted to you do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.
6. **Restrictions; Removal.** You shall not: (a) remove or destroy any proprietary rights marks or legends on or in the Site; (b)

modify, enhance, adapt, translate, or create derivative works of the Site; (c) republish, post, transmit, transfer, distribute, assign, sublicense, rent, lease or sell the Site, or any portion thereof; (d) decompile, disassemble or reverse engineer the Site or any portion thereof; (e) reproduce or make copies of the Site, or any portion thereof and/or (f) “frame” or “mirror” the Site on any other server or Internet-based device; (g) deep-link (place a hyperlink on a website that links to another website but not at its homepage) to the Site for any purpose, unless otherwise expressly authorized by us to do so; and/or (g) duplicate, access, view, download, print, use, modify, display the Site for any commercial or other money-making purpose, unless otherwise expressly authorized by EBC to do so. You must obtain our prior written consent to make commercial offers of any kind on the Site, whether by advertising, solicitations, links, or any other form of communication. You acknowledge that certain elements of the Site are, or may in the future be, licensed to EBC by third parties and that the availability of such elements may cease automatically, without notice or liability on the part of EBC. EBC may, without notice or liability, change, suspend, discontinue or impose limits on any one or more features or elements of the Site, or restrict your access to all or portions of the Site.

7. Registration and Passwords.

1. Some areas of the Site may be accessed and used only by those authorized individuals who are registered on the Site. To register on the Site, you must complete the registration process by providing EBC with current, complete and accurate information as prompted by the registration form. Should EBC suspect that such information is untrue, inaccurate, not current or incomplete, EBC has the right to suspend or terminate your usage of the Site. EBC is entitled to rely on the information you provide and you will be responsible for updating this information to maintain it as current. Registrations are

non-transferable and cannot be shared or used by more than one individual or entity.

2. Once you have become an authenticated user, you will be given one or more personal, non-transferable passwords. You are and will be responsible for maintaining the confidentiality of that password, for all activities conducted on and with the Site that make use of that password, and for any charges or fees incurred by the use of that password, including any use you may subsequently contend was not unauthorized by you.
3. You are solely responsible for any and all activities that occur under your password including inputting, maintaining, and managing accurate information and ensuring that you exit or log-off from the Site at the end of each session of use. You shall notify EBC immediately of any unauthorized use of your password or any other breach of security that is known or suspected by you. You shall also use your best efforts to stop immediately any copying or distribution of the Site that is known or suspected by you. EBC shall not be responsible for any unauthorized access to, or alteration of, your transmissions or Data, any material, information or data sent or received, regardless of whether the data is actually received by EBC, or any transactions entered into through the Service or failure to abide by these TOU.

8. Information and Data.

1. EBC does not own any personal data or information that you submit to be used by EBC to provide any Service (“Data”), unless EBC specifically tells you otherwise before you submit it. However, you acknowledge and agree that various individuals and entities may have overlapping rights in and to your Data. As such, EBC has and shall retain all rights,

title and interests, including all intellectual property rights, in and to all Data and related databases residing on EBC's servers, including all of your Data which is stored in a form that is not identifiable as yours. EBC may use and disclose your Data in accordance with the Privacy Policy, referenced above.

2. EBC will not monitor, edit, or disclose any personally identifiable information regarding you, including any Data, without your prior permission except in accordance with these TOU and the Privacy Policy. Please be aware that EBC does provide certain user registration and statistical information such as usage or user traffic patterns in aggregate form to third parties, but such information will not include personal information identifiable as yours. EBC may access your Data to respond to Service or technical problems or as stated in these TOU.
 3. You, not EBC, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Data and EBC shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Data, or for any actions or omissions which EBC takes in reliance upon your Data.
9. Ownership. EBC and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to you herein, you neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.
10. Marks and Logos. All names, marks, symbols and logos used in connection with the Site are trademarks of EBC or other third parties (the "Marks"). EBC grants you no license, permission or authorization to reproduce or use any Marks, whether owned by EBC or a third party. You agree not to

display, copy, redistribute or use any Marks in any manner for any reason without EBC's prior express written consent.

11. Third Party Sites and Materials.

1. Please exercise discretion while browsing the Internet using the Site. You should be aware that when you are on the Site, you could be directed to other sites that are beyond EBC's control. There are links to other sites from these pages that take you outside of EBC's Site. This includes links from advertisers, sponsors, and content partners that may use EBC's logo(s) as part of a co-branding agreement. These other sites may send their own cookies to users, collect data, solicit personal information, or contain information that you may find inappropriate or offensive. In addition, advertisers on the Site may send cookies to users that EBC does not control. EBC reserves the right to disable links from third party sites to the Site at any time in its sole discretion.
2. EBC is not affiliated with, nor does EBC endorse or sponsor, any sites on the Internet that are linked through or to the Site. EBC provides any such links to you only as a matter of convenience, and in no event shall EBC be responsible or liable for any information, content, products, services or other materials on or available from or through such sites. EBC explicitly disclaims any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Site. EBC has not taken any steps to confirm the accuracy or reliability of any of the information contained in such third party sites or content. EBC does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against EBC with respect to such sites and third

party content. EBC strongly encourages you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

12. **Third Party Transactions.** In your use of the Site, you may enter into correspondence with, purchase or sell goods and/or services from or to, or participate in promotions of advertisers or sponsors showing their products and/or services through the Site. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third party. EBC shall have no liability, obligation or responsibility for any such correspondence, transaction, exchange, purchase, sale, promotion or other activity conducted between you and any third party. Because EBC is not and cannot be a party in your communications, interactions and/or transactions with any third parties on or through the Site, in the event that you have a dispute with one or more such third parties, you acknowledge that your sole and exclusive remedies are against such third parties. You expressly covenant not to sue or otherwise assert any claim against EBC in connection with such disputes, and hereby release EBC, its subsidiaries, affiliates, officers, directors, agents and employees from any and all claims, demands, suits, expenses, fees (including attorneys' fees), judgments, penalties, fines and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.
13. **Career Advice and Professional Networking Websites.** The Site may provide a venue for you to access external websites containing career advice and professional networking forums. EBC has no control over the accuracy, reliability, completeness, or timeliness of the information or services available through any such external websites, and makes no warranties or representations about any of the networking forums or service vendors posted thereon. To the extent that

such external websites collect personal information or postings from you, you are advised that in no event shall EBC assume or have any responsibility or liability for the manner in which such information or postings are exploited or for any claims, damages, or losses resulting from their use and/or appearance on the external websites. EBC is not an employment agency or a recruiting firm and make no representation or guarantees regarding the effectiveness or timeliness of vendors offering career services in meeting the objectives of the users. EBC does not guarantee that use of the Site and/or the hyperlinks to external websites listed thereon will result in users being hired, and we are not responsible for any employment decisions, regardless of the reasons such decisions were made.

14. **Mobile Devices.** In addition to accessing Materials and Services through the Site, you may be able to (a) upload content to the Site via your mobile device and/or tablet, (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse the Site from your mobile device and/or (d) access certain features through a mobile application you have downloaded and installed on your mobile device (collectively the "Mobile Services"). Mobile Services are not available through all mobile devices. You must have a mobile communications subscription (or have the consent of the applicable subscriber) with a participating carrier or otherwise have access to a mobile communications network for which EBC makes the Mobile Services available as well as any carrier services necessary to download content. It is your sole responsibility to pay any service fees associated with any such access (including text messaging charges for each text message you send and receive on your mobile device). In addition, you must provide all equipment and software necessary to connect to the Mobile Services, including, but not limited to, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Mobile Service and to use any part of the Mobile Service.

You are responsible for ensuring that your equipment and/or software does not disturb or interfere with EBC's, the Site's or the Mobile Services' operations. Any equipment or software causing interference will be immediately disconnected from EBC Mobile Services and EBC will have the right to immediately terminate these TOUs. If any upgrade in or to the Mobile Services require changes in your equipment or software (including the operating system for your mobile device), you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current Services, including the release of new products and services, will be subject to these TOUs. By using Mobile Services, you agree to be bound by the terms in this Section 14 and to follow and comply with any applicable laws in your use of the Mobile Services.

15. Compliance with Laws; Prohibited Activities.

1. You agree to abide by all applicable local, state, and federal laws, regulations, statutes, rules and ordinances, in connection with your use of the Site. Without limiting the foregoing, you shall not use the Site to: (a) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses; (c) transmit or post unlawful, harassing, bigoted, racist, hateful, libelous, abusive, tortious, defamatory, threatening, harmful, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; (d) transmit or post any material that may infringe the intellectual property rights or other rights of third parties, including trademark, trade secret, copyright or right of

publicity; (e) transmit or post any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs and cancelbots; (f) interfere with or disrupt servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (g) attempt to gain unauthorized access to the Site or computer systems or networks connected to the Site through password mining or any other means; (h) harass or interfere with another user's use and enjoyment of the Site; or (i) transmit or post, or promote the transmission or posting of, an illegal or unauthorized copy of another person's work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated content or links to pirated content files. In addition, you agree not to use any device, software, or routine, including but not limited to any viruses, worms, time bombs, to interfere or attempt to interfere with the proper working of the Site or any Service, or to intercept any system, data or personal information from the Site, nor will you take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.

16. Your Contributions to the Site.

1. Portions of the Site may contain areas that provide you and other third parties an opportunity to submit, exchange, post, broadcast, publish, circulate, transfer, share, transmit, upload and/or otherwise distribute suggestions, text, software, photographs, music, video and/or sound recordings, messages, articles, links, ideas, feedback, recommendations, opinions and/or other materials and information (collectively, "Submissions"). Submissions may be

publicly posted or privately transmitted. You understand, acknowledge and agree that such Submissions are the sole responsibility of the person from which such postings originated. This means that you, the user, and not EBC, are entirely responsible for the consequences of all Submissions that you upload, post, email, transmit or otherwise make available via the Site.

2. 2. If you make any Submissions on the Site, you grant EBC a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to reproduce, publish, publicly display and publicly distribute the Submissions on and through the Site. EBC may publish and distribute any Submissions at its sole discretion by any method now existing or later developed. You agree that you shall waive all claims and have no recourse against EBC for any alleged or actual infringement or misappropriation of any proprietary rights in any communication, or Submission submitted to EBC. Any Submission you send to EBC will be treated as non-confidential and non-proprietary and may be disseminated or used by EBC for any purpose, including, but not limited to, developing, creating, manufacturing or marketing products or services.
3. You represent and warrant that (a) you own or otherwise have the legal rights to reproduce, publish, publicly display and publicly distribute the Submissions and grant EBC the license above; and (b) neither the Submissions, nor EBC's reproduction, publication, public display and/or public distribution of the Submissions, do or will violate or infringe upon any rights of another person, including, without limitation, any moral rights, rights of privacy, rights of publicity, or intellectual property rights. Any claim lodged with, or damage resulting to, EBC from your

breach of this representation and warranty will be covered by your indemnification obligations under these TOU. The information, advice, facts, opinions or other Submissions on the Site posted by third parties are those of the respective authors and do not necessarily reflect the views of EBC or any its employees, officers, directors, agents, suppliers, contractors or affiliated entities.

4. You acknowledge that EBC does not screen, edit or review Submissions in the normal course of its business prior to the appearance of those Submissions on the Site. To the fullest extent permitted by applicable law, EBC disclaims all responsibility and liability for Submissions and for any losses, damages, or expenses resulting from their use and/or appearance on the Site. Notwithstanding the foregoing, EBC reserves the right to monitor all Submissions and to remove without liability any Submissions that it considers, in its sole discretion, to be offensive, violate any applicable law, violate the right of any third party, or otherwise violate the terms of these TOU. If you discover Submissions on the Site that are offensive, violate any applicable law, violate the right of any third party, or otherwise violate the terms of these TOU you may provide EBC with notice of such Submissions through the Site.
5. Email is an important communications channel for the Site and this radio station. All email sent to this station should be generated by the person in whose name the email account is registered. Email users shall not mask their identity by using a false name or another person's name or email account. EBC will use your email address and the content of any email for administrative and correspondence purposes and to send you information that you may request. EBC is also required under federal law to keep and disclose

to the general public certain email that addresses the station's programming and operations. Please see our privacy Policy for details.

17. Events. If you attend a EBC-sponsored event, or events held by other members and users of the Site which are not in any way associated with EBC, at various locations throughout the United States (collectively, "Events"), you agree that your participation in such Events is at your own risk and you agree to release and hold EBC, its parent, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, actions, proceedings, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) resulting from, arising out of or in connection with your attending the Events or participation in any activities available at the Events, including, without limitation, any injury or death to you or your minor children or wards. You also agree that we may photograph, film and record any of the Events sponsored by EBC in which you or your minor children or wards participate and you hereby agree that such photographs, films and recordings shall be owned by EBC and we may use your or your minor children or wards' photograph, video, name, likeness, voice, performance and other activities in which you or your minor children or wards engage for any advertising, promotional or other lawful purpose in any and all media now or hereafter known throughout the world in perpetuity without notice, approval or compensation to you or any third party. If we have used a photograph of you on our Site, you may request that we remove the photograph from our Site by contacting us at [Insert contact information and/or link to contact email].
18. Indemnification. You shall indemnify, defend and hold EBC, its licensors and information providers, and each such party's parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, actions, proceedings, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs)

arising out of or in connection with your: (a) access to and/or use of the Site; (b) Submissions, Data and other information provided to EBC; (c) breach of these TOU; and/or (c) violation of any applicable law or right of a third party. EBC reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

19. DISCLAIMER OF WARRANTIES.

1. YOU ACKNOWLEDGE THAT: THE SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS; THE SITE MAY BECOME INOPERABLE OR OTHERWISE UNAVAILABLE FOR PERIODS OF TIME; MATERIALS AND/OR SERVICES AT THE SITE MAY BE OR BECOME OUT OF DATE AND EBC MAKES NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES. EBC ASSUMES NO RESPONSIBILITY FOR ERRORS OR OMISSIONS IN THE INFORMATION, DOCUMENTS, SOFTWARE, MATERIALS AND/OR SERVICES WHICH ARE REFERENCED BY OR LINKED TO THIS SITE. REFERENCES TO THIRD PARTIES, THEIR SERVICES AND PRODUCTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.
2. YOUR USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM EBC, OR THROUGH OR FROM THE SITE, SHALL CREATE ANY REPRESENTATION OR WARRANTY BY EBC.

3. THE SITE IS PROVIDED TO YOU ON AN “AS IS” BASIS, WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE. WITHOUT LIMITING THE FOREGOING, NEITHER EBC, ITS LICENSORS NOR ANY CONTENT PROVIDERS MAKE ANY REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SITE, OR THAT THE USE OF THE SITE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA.
 4. ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY EBC, ITS LICENSORS AND CONTENT PROVIDERS. Some jurisdictions do not allow the exclusion of implied warranties such that the above exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction.
20. LIMITATION OF LIABILITY AND ACTIONS.
REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, IN NO EVENT SHALL EBC, ITS LICENSORS OR CONTENT PROVIDERS BE LIABLE OR RESPONSIBLE TO YOU IN CONNECTION WITH THE SITE, OR YOUR USE THEREOF, FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY

DAMAGES, EVEN IF THEY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES; (B) LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOST EXPECTANCY, BUSINESS INTERRUPTIONS AND/OR BENEFIT OF THE BARGAIN DAMAGES; AND/OR (C) DIRECT DAMAGES IN AN AMOUNT GREATER THAN ONE THOUSAND DOLLARS (\$1,000 USD). ANY CLAIM RELATED TO THE SITE MUST BE INITIATED WITHIN ONE (1) YEAR OF THE DATE YOU KNEW, OR REASONABLY SHOULD HAVE KNOWN, OF THE EXISTENCE OF SUCH CLAIM AGAINST EBC.

21. Export.

1. EBC controls and operates the Site from its location(s) in the United States of America. EBC makes no representation that the Site is appropriate or available for use in other locations. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You are expressly prohibited from using or accessing the Site from any location in which the Site and/or any Software, Materials and/or Services would violate any law within of that jurisdiction. Any diversion of the Software, Materials and/or Services contrary to United States law is prohibited.
2. Software from the Site may further be subject to United States export controls. No Software from the Site may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. 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.

22. Term and Termination.

1. These TOU, and your right to access and use the Site, are effective until terminated by either you or EBC. You may terminate these TOU at any time by discontinuing use of the Site and destroying all materials obtained from or through the Site, and all related documentation and all copies and installations thereof, whether made under these TOU or otherwise.
2. These TOU, and your access to and/or use of the Site, may be terminated by EBC immediately without notice to you if in EBC's sole discretion you fail to comply with any term or provision of these TOU. Upon termination, you must destroy all materials obtained from or through the Site, and all related documentation and all copies and installations thereof, whether made under these TOU or otherwise.
3. Subject to the terms of these TOU, all provisions of these TOU relating to ownership, limitations of liability, confidentiality, indemnification and other provisions which by their nature survive termination of these TOU shall survive termination of these TOU.

23. Michigan Law and Jurisdiction. In order to ensure consistency in the interpretation and enforcement of these TOU and EBC's rights in the Site, these TOU will be governed exclusively by Michigan law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. You expressly agree that any litigation arising between you and EBC related, in any way, to the Site and/or these TOU, and/or any and all disputes, actions, claims, or causes of action related thereto, shall be initiated and maintained only in the U.S. District Court for the Eastern District of Michigan, Southern Division, and/or the

Circuit Court of the County of Wayne, Michigan. You expressly consent and irrevocably submit to the exclusive personal jurisdiction and venue of such courts.

24. Notice and Procedure for Making Claims of Copyright Infringement.

1. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement must be submitted to the following EBC Designated Agent:

Matt Nystrom

EBC Interactive Operations Director

4401 Carriage Hill Lane

Columbus, OH 43220

mnystrom@EBCcom.com

2. To be effective, the notification must be a written communication that includes the following:
 1. A physical or electronic signature of 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 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.
 3. EBC may give notice to EBC's users by means of a general notice on this Site, electronic mail to a user's e-mail address on EBC's records, or by written communication sent by first-class mail to a user's address on EBC's records.
25. Severability. If any provision of these TOU is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be modified to the extent necessary to be valid and enforceable, and all other provisions of these TOU shall remain in full force and effect.
26. Waiver. The failure of EBC to enforce any right or provision in these TOU shall not constitute a waiver of such right or provision unless acknowledged and agreed to by EBC in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of these TOU.
27. Relationship. The relationship between you and EBC is that of independent contract. No joint venture, partnership, employment, or agency relationship exists between you and EBC as a result of these TOU or your access to the Site. Neither party has the authority to create any obligations for the

other, or to bind the other to any representation, statement or document.

The following provision applies to all visitors (which shall include persons and representatives of legal entities, whether such representatives are persons or digital engines of a kind that crawls, indexes, scrapes, copies, stores or transmits digital content). By accessing this Web site or digital service, you specifically acknowledge and agree that:

1. Associated Press text, photo, graphic, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium;
2. No Associated Press materials nor any portion thereof may be stored in a computer except for personal and non-commercial use;
3. The Associated Press will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing;
4. The Associated Press is an intended third party beneficiary of these terms and conditions and it may exercise all rights and remedies available to it; and
5. The Associated Press reserves the right to audit possible unauthorized commercial use of AP materials or any portion thereof at any time.