

## **Terms of Use**

### **Acceptance of Terms Through Use**

Welcome to [www.b103rockford.com](http://www.b103rockford.com), a website operated by Midwest Family Broadcasting-Rockford (hereinafter "MWF") and WGFB-FM (hereinafter "WGFB-FM"). Please read the following terms and conditions carefully, as they govern your use of the [www.b103rockford.com](http://www.b103rockford.com) website (hereinafter the "Site"). Your use of the Site constitutes your acceptance without modification of all of the terms, conditions, and notices contained herein. We offer the Site to you conditioned on your acceptance of these Terms of Use. In consideration of your agreement to these Terms of Use and for other valuable consideration, we grant to you a limited, non-exclusive, revocable and non-transferable license (as referenced below) to access and use the Site. We reserve all rights not expressly granted in this Agreement.

We reserve the right to make modifications, improvements, deletions, or amendments to the Site at any time we deem appropriate. Any and all relevant portions of this Agreement will apply automatically to all modifications, improvements, deletions, and/or amendments as they appear.

In addition, we reserve the right at any time to modify the terms and conditions of this Agreement, or any part thereof, or to impose new conditions on the Agreement. Except as otherwise stated herein, any modification to this Agreement shall be effective ten (10) days after it initially is posted on the Site. Your use of the Site after any such change will be conclusively deemed acceptance of such change.

### **Permitted Use**

You agree that you are only authorized to visit, view and to retain a copy of pages of the Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on the Site for any purpose other than for personal use, unless otherwise specifically authorized by us to do so. You also agree not to 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 specifically authorized by us to do so. The content and software on this Site is the property of MWF and WGFB-FM and is protected by U.S. and international copyright laws.

### **Limited License**

You are granted a limited, non-exclusive, revocable and non-transferable license to utilize and access the Site pursuant to the requirements and restrictions of these Terms of Use. We may change, suspend, or discontinue any aspect of the Site at any time. We may also, without notice or liability, impose limits on certain features and services or restrict your access to all or portions of the Site. You shall have no rights to the proprietary software and related documentation, if any, provided to you in order to access the Site. Except as provided in these Terms of Use, you shall have no right to directly or indirectly, own, use, loan, sell, rent, lease, license, sublicense, assign, copy, translate, modify, adapt, improve, or create any new or derivative works from, or display, distribute, perform, or in any way exploit the Site, or any of its contents (including software) in whole or in part.

### **Violation of the Terms of Use**

You understand and agree that in our sole discretion, and without prior notice, we may terminate your access to the Site, or exercise any other remedy available and remove any unauthorized user information, if we believe that the information you provide has violated or is inconsistent with these Terms of Use, or violates the rights of MWF, WGFB-FM, or any third party, or violates the law. You agree that monetary damages may not provide a sufficient remedy to us for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations. We may release user information about you if required by law or subpoena.

### **Copyright Policy**

We may terminate the privileges of any user who uses the Site to unlawfully transmit copyrighted material without a license, express consent, valid defense or fair use exemption to do so. If you submit information or content to the Site, you warrant that the information or content does not infringe the copyrights or other rights of third parties.

### **Representations By You**

By visiting the Site, you represent, warrant and covenant that (a) you are at least 18 years old; (b) that you are a resident of the United States; and (c) that all materials of any kind submitted by you through the Site or for inclusion on the Site will not plagiarize, violate or infringe upon the rights of any third party including trade secret, copyright, trademark, trade dress, privacy, patent, or other personal or proprietary rights.

### **Accounts**

During the registration process you will be asked to select a unique password for access to certain portions of the Site. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under the password. By logging into the Site, you represent and warrant that: (i) you are the customer who registered for the services; (ii) that you are using the services only for permitted purposes; (iii) you are not a competitor of

MWF, WGFB-FM, or agent thereof; (iv) you will immediately notify us of any unauthorized use of the password or account or any other breach of security; and (v) you will ensure that you exit from your account at the end of each session. Please notify [webmaster@rmgmwf.com](mailto:webmaster@rmgmwf.com) of any potential unauthorized use(s) of your account, or breach of security. You also represent and warrant that: (i) you will not select or utilize a user name of another person with intent to impersonate that person; (ii) you will not select or utilize a user name in which another person has rights, if you do not have that person's authorization to use such name; and (iii) you will not select or utilize a user name that we in our sole discretion deem offensive.

### **License Granted by You**

By providing content or information to us, including by submitting or uploading content or materials for use on the Site, you represent and warrant that you or the owner of all rights to such content or materials has expressly granted us an irrevocable world-wide right in all languages and in perpetuity to use and exploit all or any part of the content and materials provided by you. We may publish and distribute any such submitted content or materials at our sole discretion by any method now existing or later developed. You agree that you shall waive all claims and have no recourse against us for any alleged or actual infringement or misappropriation of any proprietary rights in any communication, content or material submitted to us. Any communication or materials you send to us will be treated as non-confidential and non-proprietary and may be disseminated or used by us for any purpose, including, but not limited to, developing, creating, manufacturing or marketing products or services.

### **Advertising**

The Site may contain advertisements and/or sponsorships. The advertisers and/or sponsors that provide these advertisements and sponsorships are solely responsible for insuring that the materials submitted for inclusion on the Site are accurate and comply with all applicable laws. We are not responsible for the acts or omissions of any advertiser or sponsor. Your decision to make purchases from any such advertiser or sponsor is completely voluntary and within your sole discretion. You are solely responsible for payment of all costs or fees associated with any such purchase, including payment of all shipping charges, applicable sales tax, or other taxes, assessments, or fees imposed by applicable law.

### **No Commercial Use**

This Site may not be used by you for any commercial purposes such as to conduct sales of merchandise or services of any kind. 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. We will investigate and take appropriate legal action against anyone who violates this provision, including without limitation, removing the offending communication from the Site and barring such violators from use of the Site.

### **Links and Search Results**

The Site may contain windows or hyperlinks which provide access to other websites not affiliated with the Site or with us (hereinafter the "External Websites"), or to informational content provided by the External Websites. Your use of such External Websites or informational content, while subject to the terms of this Agreement, is also subject to and governed by the terms and guidelines, if any, contained within such External Website.

We do not endorse and are not liable for the content of any External Website, and do not make any representations or warranties concerning any informational content or materials available on such External Website, including that they will not contain viruses or otherwise impact your computer. We have no control over these External Websites or the content within them. We do not guarantee, represent or warrant that the content contained in any External Website is accurate, legal and/or inoffensive. By using the Site to search for or link to another site, you agree and understand that you may not make any claim against us for any damages or losses, whatsoever, resulting from your use of the Site to obtain search results or to link to another site. You acknowledge, understand, and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any informational content, products, services, software, or other materials available on or provided by any External Website. If you have a problem with a link from the Site, you may notify us at [webmaster@rmgmwf.com](mailto:webmaster@rmgmwf.com).

### **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. We have 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 we 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. We are 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. We do 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.

## **Intellectual Property**

You acknowledge that all content and materials available on this Site are protected by national and international copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how or other proprietary rights and laws and are owned by us or our licensors. Except where otherwise noted, you may download, print or view individual pages for noncommercial use, provided you do not delete or change any of the information, including copyright or trademark notices. You may only use the Site or its contents as expressly permitted in this Terms of Use and for no other purpose. We, our licensors or associates retain exclusive ownership of all data, material and other information regarding your use of the Site. Except as we may expressly authorize, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the content or materials on the Site. Systematic retrieval of data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory without our written permission is prohibited. Unless otherwise indicated, all logos, names, package designs and marks on the Site are trademarks or service marks or used under license by us. The use or misuse of any of these materials is strictly prohibited.

## **Digital Millennium Copyright Act (DMCA) Policy**

If you are notifying us of alleged copyright infringement, please be sure to provide the following information in the form required by 17 U.S.C. § 512:

1. A description of the copyrighted work that you allege is being infringed, or, if multiple copyrighted covered by a single notification, a representative list of such works;
2. A description of the allegedly infringing material and information sufficient to permit us to locate the material;
3. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and/or an electronic mail address;
4. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, or its agent, or the law; and
5. A statement by you that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed.

## **Designated Agent for Notification of Claimed Copyright Infringement**

NAME: Director of Internet Technologies  
ADDRESS: Midwest Family Broadcasting-Rockford  
2830 Sandy Hollow Road, Rockford, IL 61107

## **Allocation of Responsibility**

We assume no responsibility for the activities, omissions, or other conduct of users. We act as a portal for the online distribution and publication of information and have no obligation to screen communications or information in advance and are not responsible for screening or monitoring information posted by vendors on External Websites. If notified by a user of an External Website that grossly violates and/or does not conform to the reasonable principles and ethics of society, we may investigate the allegation and determine in good faith and determine, in our sole discretion, whether to remove or request the removal of the link to such External Website. We have no liability or responsibility to users for performance or nonperformance of such activities. We may take any action with respect to External Websites that we deems necessary or appropriate, in our sole discretion.

## **DISCLAIMER OF WARRANTIES**

You acknowledge, understand, and expressly agrees that use of the Site and any External Website accessible there through is at your sole risk. We do not guarantee, represent, or warrant that your use of the Site will be uninterrupted, error free, or virus free, or that the Site will meet your requirements. In addition, no warranty is made as to the results that may be obtained from use of the Site or any External Websites listed thereon, or as to the accuracy, reliability, or content of any product, service, or information provided through or in connection with the Site. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SITE IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, SERVICES, OR UNINTERRUPTED ACCESS. SPECIFICALLY, MWF DISCLAIM ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO: (1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND, (2) ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE OF DEALING, TRADE USAGE, OR TRADE PRACTICE. THIS DISCLAIMER APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF MWF' RECORDS OR INFORMATION, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

## **LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NEITHER MWF, WGFB-FM NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE OR AN EXTERNAL WEBSITE IS LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF A USER'S ACCESS TO, OR USE OF, THE SITE OR ANY EXTERNAL WEBSITE. You assume all risk of errors and/or omissions in the Site, including the transmission or translation of information. In addition, you acknowledge, understand, and agree that there are risks, including but not limited to, the risk of physical harm, the risk of dealing with strangers, foreign nationals, underage persons, or people acting under false pretenses. You assume all risks associated with dealing with the vendors with whom you comes in contact with through the Site or any External Website. You assume full responsibility for implementing sufficient procedures and updates to satisfy your requirements for the accuracy and suitability of the Site, including the information provided thereon, and for maintaining any means that you may require for the reconstruction of lost data or subsequent manipulations or analyses of the information provided hereunder. You acknowledge, understand, and agree that your use of the Site, any External Website accessed there through, and any information sent or received in connection therewith, may not be secure and may be intercepted by unauthorized parties. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO USER'S COMPUTER SYSTEM OR OTHER PROPERTY.

### **Indemnification**

You agree to defend, indemnify, and hold us and our subsidiary and other affiliated companies, and their employees, contractors, officers and directors harmless from all liabilities, claims and expenses, including attorney's fees, that arise from your use or misuse of the Site or the content therein. We reserve 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.

### **International Use**

By choosing to access the Site from any location other than the United States, you accept full responsibility for compliance with all local laws that are applicable. We make no representation that materials on the Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. You may not use, export or re-export any materials from this Site in violation of any applicable laws or regulations, including, but not limited to, any United States export laws and regulations.

### **Choice of Law**

This Agreement shall, for all domestic and international purposes, be governed, interpreted, construed and enforced solely and exclusively in accordance with the laws of the State of Illinois, U.S.A., without regard to conflicts of law provisions. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Site shall be filed only in the state or federal courts located in the State of Illinois, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

### **Integration and Severability**

This Terms of Use constitutes the entire agreement between us and you with respect to the Site and supersedes all prior or contemporaneous communications and proposals between us with respect to the Site. If any provision of this Terms of Use agreement is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect.

### **Headings**

Section titles in the Term of Use are for convenience and do not define, limit, or extend any provision of the Terms of Use.

© Copyright 2018 WGFB-FM. All Rights Reserved