

## **Terms of Use**

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

Welcome, this website is operated by Mid-West Family Broadcasting (hereinafter "MWF") and WHIT-AM, WJJO-FM, WJQM-FM, WLMV-AM, WMGN-FM, WOZN-AM/FM, WWQM-FM, (hereinafter "Properties"). Please read the following terms and conditions carefully, as they govern your use of the [www.hankonline.net](http://www.hankonline.net), [www.wjjo.com](http://www.wjjo.com), [www.madtownjamz.com](http://www.madtownjamz.com), [www.lamovidaradio.com](http://www.lamovidaradio.com), [www.magic98.com](http://www.magic98.com), [www.madcitysportszone.com](http://www.madcitysportszone.com), [www.q106.com](http://www.q106.com), [www.fabulousfarmbabe.net](http://www.fabulousfarmbabe.net), [www.midwestfamilybroadcasting.com](http://www.midwestfamilybroadcasting.com), [www.midwestfamilymarketing.com](http://www.midwestfamilymarketing.com), websites (hereinafter the "Site(s)"). Your use of the Sites 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 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, Properties and Sites, 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, Properties and Sites, 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 rick.mccoy@mwfbg.net 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.

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### **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

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### **Intellectual Property**

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### **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: Mid-West Family Broadcasting  
730 Rayovac Drive, Madison, WI 53711

### **Allocation of Responsibility**

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### **DISCLAIMER OF WARRANTIES**

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#### **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 Indiana, 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 Indiana, 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.

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