

## **TERMS OF USE AGREEMENT**

### **TERMS OF USE AGREEMENT**

This Internet Web site is owned and managed by LOUISIANA MEDIA COMPANY, LLC. and this station (collectively "LOUISIANA MEDIA COMPANY, LLC", "we" or "us"). We provide this Web site and related services for your personal non-commercial use only and subject to your compliance with the provisions of this Terms of Use Agreement (the "Agreement"). Please read this Agreement carefully. Your use of our Web site means that you agree to be bound by this Agreement. If at any time you do not accept all the provisions of this Agreement you may not use this Web site.

Certain products, services, or content available on this Web site may be governed by additional terms, which are posted in connection with those products, services and content. You must agree to these additional terms before using those areas. In the event of an irreconcilable inconsistency between any such additional terms and this Agreement, the additional terms shall control.

YOU MAY NOT USE THIS WEBSITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. YOUR ACCESS TO THIS WEBSITE MAY BE TERMINATED IMMEDIATELY IN OUR SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS OR FOR NO REASON.

#### **Changes to this Agreement**

This Agreement is effective as of February 17, 2009. We reserve the right, in our sole discretion, to modify, alter, or otherwise change this Agreement and/or any additional terms at any time, and such modifications, alterations, or other changes will be effective upon posting by us to this Web site. We will provide notice of such change on this Web site. Your continued use of this Web site constitutes your acceptance and agreement to be bound by these changes. If at any time you do not accept these changes, you must discontinue use of this Web site.

#### **General Use of the Web Site**

The content on this Web site, except User Submissions (as defined below), including, but not limited to, the articles, other text, photographs, images, illustrations, graphics, software, scripts, sounds, music, videos, interactive features and the trademarks, service marks and logos contained therein ("Content"), are owned by or licensed to LOUISIANA MEDIA COMPANY, LLC. Content on the Web site is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of LOUISIANA MEDIA COMPANY, LLC.. LOUISIANA MEDIA COMPANY, LLC. reserves all rights not expressly granted in and to the Web site and the Content.

You agree not to use the Web site, for any commercial use, without prior written authorization of LOUISIANA MEDIA COMPANY, LLC..

You may inquire about obtaining consent by writing:

LOUISIANA MEDIA COMPANY, LLC.

#### **Associated Press**

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. Neither these AP materials nor any portion thereof may be stored in a computer except for personal use. AP will not be held liable for any delays, inaccuracies, errors or omissions there from or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing.

#### **User Submissions**

As a LOUISIANA MEDIA COMPANY, LLC. account holder you may submit video, text, files, images, photos, sounds or other materials ("User Submissions"). You understand that whether or not such User Submissions are published, LOUISIANA MEDIA COMPANY, LLC. does not guarantee any confidentiality with respect to any User Submissions.

You shall be solely responsible for your own User Submissions and the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize LOUISIANA MEDIA COMPANY, LLC. to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all User Submissions to enable inclusion and use of the User Submissions in the manner contemplated by the Web site and these Terms of Use.

For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting User Submissions to LOUISIANA MEDIA COMPANY, LLC., you hereby grant LOUISIANA MEDIA COMPANY, LLC. a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Submissions in connection with the LOUISIANA MEDIA COMPANY, LLC. Web site and LOUISIANA MEDIA COMPANY, LLC.'s (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the LOUISIANA MEDIA COMPANY, LLC. Web site (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the LOUISIANA MEDIA COMPANY, LLC. Web site a non-exclusive license to access your User Submissions through the Web site, and to use, reproduce, distribute, display and perform such User Submissions as permitted through the functionality of the Web site and under these Terms of Service. The above licenses granted by you in User Videos terminate within a commercially reasonable time after you remove or delete your User Videos from the LOUISIANA MEDIA COMPANY, LLC. Web site service. You understand and agree, however, that LOUISIANA MEDIA COMPANY, LLC. may retain, but not display, distribute, or perform, server copies of User Submissions that have been removed or deleted. The above licenses granted by you in User Comments are perpetual and irrevocable.

In connection with User Submissions, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant LOUISIANA MEDIA COMPANY, LLC. all of the license rights granted herein.

You further agree that you will not, in connection with User Submissions, submit material that is contrary to applicable local, national, and international laws and regulations. You agree that you will not submit material that is false, libelous, or scandalous. If your User Submission results in any claims for such damages, as noted above, you will be solely responsible for the consequences and all associated costs.

LOUISIANA MEDIA COMPANY, LLC. does not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and LOUISIANA MEDIA COMPANY, LLC. expressly disclaims any and all liability in connection with User Submissions. LOUISIANA MEDIA COMPANY, LLC. does not permit copyright infringing activities and infringement of intellectual property rights on its Web site, and LOUISIANA MEDIA COMPANY, LLC. will remove all Content and User Submissions if properly notified that such Content or User Submission actually infringes on another's intellectual property rights. LOUISIANA MEDIA COMPANY, LLC. reserves the right to remove Content and User Submissions without prior notice.

#### **Additional Terms of Use**

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content on the LOUISIANA MEDIA COMPANY, LLC. Web site.

You agree not to alter or modify any part of the Web site, including but not limited to LOUISIANA MEDIA COMPANY, LLC.'s embeddable player or any other related technologies.

You agree not to access User Submissions or LOUISIANA MEDIA COMPANY, LLC. Content through any technology or means other than the video playback pages of the web site itself, the LOUISIANA MEDIA COMPANY, LLC. embedded player, or other explicitly authorized means LOUISIANA MEDIA COMPANY, LLC. may designate.

If you use the LOUISIANA MEDIA COMPANY, LLC. embedded player on your Web site, you must include a prominent link back to the LOUISIANA MEDIA COMPANY, LLC. Web site including the pages containing the embedded player and you may not modify, build upon, or block any portion of the embedded player in any way.

If you use the LOUISIANA MEDIA COMPANY, LLC. Uploader, you agree that it may automatically download and install updates from time to time from LOUISIANA MEDIA COMPANY, LLC.. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit LOUISIANA MEDIA COMPANY, LLC. to deliver these to you) as part of your use of the Uploader.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Web site in a manner that sends more request messages to the LOUISIANA MEDIA COMPANY, LLC. servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, LOUISIANA MEDIA COMPANY, LLC. grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. LOUISIANA MEDIA COMPANY, LLC. reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Web site, nor to use the communication systems provided by the Web site (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Web site with respect to their User Submissions.

You may access User Submissions solely:

- for your information and personal use;
- as intended through the normal functionality of the LOUISIANA MEDIA COMPANY, LLC. Web site service; and
- for Streaming.

"Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the LOUISIANA MEDIA COMPANY, LLC. Web site to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited. User Videos are made available "as is."

User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the LOUISIANA MEDIA COMPANY, LLC. Web site service. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the LOUISIANA MEDIA COMPANY, LLC. Web site service or otherwise as prohibited under this Agreement.

You may access LOUISIANA MEDIA COMPANY, LLC. Content, User Submissions and other content only as permitted under this Agreement. LOUISIANA MEDIA COMPANY, LLC. reserves all rights not expressly granted in and to the Content and the LOUISIANA MEDIA COMPANY, LLC. Web site service.

You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions of third parties obtained

through the Web site for any commercial purposes. You agree not to circumvent, disable or otherwise interfere with security-related features of the LOUISIANA MEDIA COMPANY, LLC. Web site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the LOUISIANA MEDIA COMPANY, LLC. Web site or the Content therein.

You understand that when using the LOUISIANA MEDIA COMPANY, LLC. Web site, you will be exposed to User Submissions from a variety of sources, and that LOUISIANA MEDIA COMPANY, LLC. is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that you may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against LOUISIANA MEDIA COMPANY, LLC. with respect thereto, and agree to indemnify and hold LOUISIANA MEDIA COMPANY, LLC., its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

### **Accounts, Security, Passwords**

If the Web site requires you to open an account, you must complete the specified registration process by providing complete and accurate information as requested by the applicable online registration form. You are responsible for maintaining the completeness and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have completed the registration form, you may be asked to choose a password and a user name. You are responsible for maintaining the confidentiality of your password and account. You are responsible for any and all activities that occur under your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may cancel your account by delivering notice in the manner provided in the additional terms applicable to the Web site feature for which you are registered.

### **Privacy and Protection of Personal Information**

We have developed a Privacy Statement in order to inform you of our practices with respect to the collection, use, and disclosure of personal information. You can find this Statement by clicking [here](#).

### **Fees**

Except where otherwise provided, access to and use of this Web site are currently available without charge. We reserve the right to charge a fee for access to or use of this Web site at any time in the future. Your access to or use of this Web site before such time does not entitle you to use of this Web site without charge in the future.

### **Termination**

LOUISIANA MEDIA COMPANY, LLC. reserve the right, in its sole discretion, to modify, suspend, or terminate this Web site and/or any portion thereof, and/or your account or password, at any time for any reason with or without notice to you. We may immediately terminate these terms of use with respect to you (including your access to the Web site) without cause and without notice to you in our sole discretion. Upon termination, you must cease use of the Web site and destroy all materials obtained from such sites and all copies thereof whether made under these terms of use or otherwise. In the event of termination, you will still be bound by your obligations under this Agreement, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, we shall not be liable to you or any third-party for any termination of your access.

LOUISIANA MEDIA COMPANY, LLC. reserves the right to decide whether Content or a User Submission is appropriate and complies with these Terms of Service for violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. LOUISIANA MEDIA COMPANY, LLC. may remove such User Submissions and/or terminate a User's access for uploading such material in violation of these Terms of Service at any time, without prior notice and at its sole discretion.

### **Disclaimer of Warranties**

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THIS WEBSITE IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS WEBSITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE AND/OR ITS SERVER WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS WEBSITE FOR ANY PURPOSE. WE ARE NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR INTERACTIVE SERVICES, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

#### **Limitations on Liability**

In no event shall LOUISIANA MEDIA COMPANY, LLC., this station, their subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available this Web site and its contents, be liable to any person or entity whatsoever for any direct, indirect, incidental, special, compensatory, consequential, or punitive damages or any damages whatsoever, including but not limited to: (i) loss of goodwill, profits, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, performance or non-performance of this Web site; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service; (v) errors or inaccuracies contained on this Web site or any information, software, products, services, and related graphics obtained through this Web site; (vi) any transactions entered into through this Web site; (vii) any property damage including damage to your computer or computer system caused by viruses or other harmful components, during or on account of access to or use of this Web site or any site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of this Web site and our Internet Services. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if we have been advised of the possibility of damages.

#### **Indemnification**

You agree to indemnify, defend, and hold harmless LOUISIANA MEDIA COMPANY, LLC., this station, their subsidiaries, agents, distributors and affiliates, and their officers, directors and employees from and against any and all claims, demands, liabilities, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from your violation of any provision of this Agreement, any additional terms, the Privacy Statement, or any warranty you provide herein, or otherwise arising in any way out of your use of this Web site. We reserve the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will provide us with such cooperation as is reasonably requested by us.

#### **Links**

This Web site may contain links to websites operated by third parties. We do not monitor or control the linked sites and make no representations regarding, and are not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content available at these sites. If you choose to access any third party site, you do so at your own risk. The presence of a link to a third-party site does not constitute or imply LOUISIANA MEDIA COMPANY, LLC.'s or this station's endorsement,

sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the site.

### **Third-Party Merchants**

This Web site may enable you to order and receive products, information and services from businesses that are not owned or operated by us. The purchase, payment, warranty, delivery, maintenance, and all other matters concerning the merchandise, services, information or advice ordered or received from such businesses are solely between you and such businesses. We do not endorse, warrant, or guarantee such products, information, or services, and are not liable for the accuracy, completeness, or usefulness of such information or the quality or availability of such products or services. We will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any charges or obligations you incur in your dealings with these third parties are your responsibility.

### **Software And Downloads Available Through This Web site**

Any software that is made available to view and/ or download in connection with this Web site, including podcasts, audio streaming, or video streaming, is owned or controlled by us and/or our licensors, affiliates and suppliers and is protected by copyright laws and international treaty provisions. Your use of such software is limited to private, non-commercial use and is also governed by the terms of the end user license agreement, if any, which accompanies or is included with the software. We accept no responsibility or liability in connection with any software owned or controlled by third parties.

### **Interactive Services**

This Web site may offer certain interactive components such as bulletin boards, chat rooms, blogs, and forums (collectively "Interactive Services"). Additional terms may cover these services, which appear on the pages where these services are available and can be found [here](#).

### **Subscription Services**

This Web site may offer certain subscription services such as newsletters and Real Simple Syndication ("RSS") feeds (collectively "Subscription Services"). By registering for a Subscription Service, you will be subject to any charges and additional terms set forth in the description of that service.

### **Premium Services**

This Web site may offer certain Interactive Services and Subscription Services conditioned on your payment of a fee ("Premium Service"). By using the Premium Service, you will be subject to any charges and rules set forth in the additional terms for that service, which appear on the pages where such services are available. A copy of Premium Service additional terms can be found [here](#).

### **Contests/Sweepstakes**

For additional terms applying to all contests or sweepstakes conducted by this Web site, refer to this site's contest or sweepstakes information.

### **Governing Law**

This Agreement shall be governed by the laws of the State of Louisiana as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any cause of action you, LOUISIANA MEDIA COMPANY, LLC., or this station brings to enforce this Agreement or in connection with any matters related to this Web site and/or the Privacy Statement shall be brought only in either the state or Federal courts located in New Orleans, Louisiana. You consent to the personal jurisdiction of the courts of the State of Louisiana for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises, and that a cause of action filed after this date is barred.

### **Severability/Waiver/Entire Agreement/Modification of these Terms of Use**

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that

matches, as closely as possible, the original provision, and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and us with respect to the use of this Web site. We reserve the right to amend this Agreement at any time. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Agreement to which you are bound. Your use of the Service after our posting of amendments to this Agreement will constitute your acceptance of this Agreement, as modified. If, at any time, you do not wish to accept this Agreement, you may not use the Service.

### **Contact Us**

If you have any questions or comments regarding this Agreement, the Privacy Statement, the practices of this Web site, or your dealings with this Web site, you may send them by email to LOUISIANA MEDIA COMPANY, LLC.. You must send any official correspondence via postal mail to:

LOUISIANA MEDIA COMPANY, LLC.

Please include the web address, call letters or station's name. Please note that this email address should only be used for specific technical issues related to the website such as unsubscribing from a database.

**The recipients of these emails will not be able, in general to answer concerns regarding on-air programming, promotions or other non-web related issues.**

### **Foreign Users**

This Web site is governed by and operated in accordance with the laws of United States of America and is intended for enjoyment of residents of the United States. We make no representation that this website is governed by or operated in accordance with the laws of other nations. By using this site and submitting any personal information, visitors from outside of the United States acknowledge the this site is subject to U.S. law, consent to the transfer of personal data to the U.S., and waive any claims that may arise under their own national laws.

## **Copyright & Trademark Notice**

### **Use of Intellectual Property**

This Web site, and all of its Contents, are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Content is owned or controlled by us or by other parties that have provided rights thereto to us. This Web site is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries, and all individual articles, content, and other elements comprising this Web site are also copyrighted works. Content on the Web site may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of LOUISIANA MEDIA COMPANY, LLC..

Other trademarks, service marks, product names and company names or logos appearing on this Web site that are not owned by us may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted in writing, we explicitly disclaim any responsibility for the accuracy, completeness or availability of information, content and materials found on sites that link to or from any page beyond the homepage of this Web site.

You may inquire about obtaining permission by writing:

LOUISIANA MEDIA COMPANY, LLC.

Digital Millennium Copyright Act We respect the intellectual property rights of third parties, and comply with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. By submitting any material or photographs through this Web site, you are granting permission to have this material posted on this Web site, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. We reserve the right to remove access to infringing material. Such actions do not affect or modify any other rights we may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement here. We will terminate the accounts of users who repeatedly infringe third party rights.

### **Procedure for Making Claim of Copyright Infringement**

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By mail:

LOUISIANA MEDIA COMPANY, LLC.

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) 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 LOUISIANA MEDIA COMPANY, LLC. to locate the material.
- (iv) Information reasonably sufficient to permit LOUISIANA MEDIA COMPANY, LLC. to contact the complaining party, such as an address, telephone number, and, if available, an email address.
- (v) 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.
- (vi) 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.

*This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.*

You acknowledge that if you fail to comply with all of the requirements of this Section, your Claim may not be valid.

**Counter-Notice.** If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- (i) Your physical or electronic signature;
- (ii) Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;

(iii) A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and

§ Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the state of Louisiana and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, LOUISIANA MEDIA COMPANY, LLC. may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at LOUISIANA MEDIA COMPANY, LLC.'s sole discretion.

### **Interactive Service Additional Terms**

You may participate in the Interactive Service by reading and agreeing to the Terms of Use Agreement and these Interactive Service Additional Terms, and by completing the registration form where one is provided. If you do not agree to abide by the Terms of Use Agreement and these Interactive Service Additional Terms, you may not participate in the Interactive Service.

You agree that you will not:

- Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as "spam"), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).
- Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this Web site, or any postings which advocate illegal activity.
- Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.
- Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.
- Deliver, or provide links to, any postings containing defamatory, false or libelous material.
- Deliver, or provide links to, any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- Deliver any posting that you do not have a right to make available under law or contractual or fiduciary relationships.
- Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that

you deliver.

- Use the Interactive Service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Web site or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment, including by means of uploading or transmitting to this Web site or LOUISIANA MEDIA COMPANY, LLC.'s or this station's servers any computer viruses, Trojan horses, worms, or other disabling or harmful software intended to damage, interfere with, intercept or monitor surreptitiously, or take over another computer.
- Attempt to gain unauthorized access to this Web site, any related website, other accounts, computer system, or networks connected to this Web site, through hacking, password mining, or any other means.
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this Web site, including harvesting or otherwise collecting information about others, such as email addresses.

You are solely responsible and liable for postings delivered to this Web site using your account. Any violation of these provisions can subject your account to immediate termination and, possibly, further legal action.

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#### **Modification of these Terms of Use**

We may from time to time change the terms and conditions governing this Interactive Service. It is important that you regularly review these terms and conditions to stay informed with regard to any changes in the terms and conditions governing your use of this Interactive Service. Your continued use of this Interactive Service constitutes your agreement to all such terms and conditions.

#### **Premium Service Additional Terms**

You may register for a Premium Service by reading and agreeing to the Terms of Use Agreement and

these Premium Service Additional Terms, and by completing the registration form. If you do not agree to abide by the Terms of Use Agreement and these Premium Service Additional Terms, you may not register for the Premium Service.

### **Member Account and Password**

You are responsible for any membership name and password that is associated with your account during registration. If this Premium Service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. You are responsible for maintaining the confidentiality of your password, if one is established. You are responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

### **Charges for Premium Service**

We will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

In the event that you pay for a Premium Service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

### **Limited to Personal and Non-Commercial Use**

This Premium Service is for your personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products obtained from this Premium Service without our prior written consent. You may inquire about obtaining written permission from us to display or reproduce material from this site by writing:

LOUISIANA MEDIA COMPANY, LLC.

### **Cancellation**

You may cancel your membership in this Premium Service at any time by contacting us using the contact information provided on this Premium Service. In the event that you have paid a fee to register on this site, we will return the unused portion of your membership fee on a 52-week pro-rated basis within ninety (90) days of your cancellation of your membership. We reserve the right to terminate your access to this Premium Service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 52-week pro-rated basis to you within ninety (90) days of the termination of your access to this service.

### **Modification of these Terms of Use**

We may from time to time change the terms and conditions governing this Premium Service. It is important that you regularly review these terms and conditions to stay informed with regard to any changes in the terms and conditions governing your use of this Premium Service. Your continued use of this Premium Service constitutes your agreement to all such terms and conditions.

### **Submissions**

Unless otherwise stated, we will not review or consider any unsolicited submissions to this Premium Service. All submissions to this Premium Service become our property. No submission will be subject to any reimbursement or other payment by us.

### **Service Contact**

You may email your requests for customer service through the contact information provided on the home page of this Premium Service.

## **Privacy Statement**

This statement informs you of LOUISIANA MEDIA COMPANY, LLC.'s and this station's practices with respect to the online collection, use, and disclosure of personal information from this Web site. This Privacy Statement applies to personal information collected through this Web site, but not to LOUISIANA MEDIA COMPANY, LLC. or this station's offline business activities.

Personal information is information that allows us to contact you (such as email address, home address, or telephone number) or other information that, when linked to your name or contact information, allows us to personalize your visit to our site by providing you with information that suits your interests. LOUISIANA MEDIA COMPANY, LLC. and this station are the owners of this website and retain all ownership rights to the information collected at this site. We reserve the right to change, modify, add, or remove provisions of this Privacy Statement. Any changes to this Privacy Statement will be posted here, and we encourage you to review it periodically so that you are up to date on our most current policies and practices.

### **Personalization**

Although you may use many features of this site without completing a registration or sign-up form, visitors who do register and/or sign up for special services may have access to additional features of the site and are more likely to receive information suited to their interests. For example, a registered user is eligible for additional services provided by this website such as listener clubs, interactive services such as chat room or blogs, and personalized content. Our registration and special services sign-up forms may ask you for contact information (like name or email address) and demographic information (like zip code or age). You must provide the information in order to receive the benefits of registration or of the special service.

We may use the contact information you give us to better tailor your Web site experience to your interests, and to send you information about us and our services as well as promotional material on behalf of some of our partners. We use other information that you provide to us to show you content in which you may be interested and to display the content according to your preferences. We will also share this information within the LOUISIANA MEDIA COMPANY, LLC. family in order to enhance your experience on this and other LOUISIANA MEDIA COMPANY, LLC. Web sites.

In addition, we may share this information with advertisers or other third parties that are not part of the LOUISIANA MEDIA COMPANY, LLC. family on an aggregate or other basis that does not disclose your identity or contact information.

### **Online Surveys/Contests**

From time to time, we may conduct online surveys and contests. These ask you for contact information (like name or email address) and demographic information (like zip code or age). We may use this contact information from our surveys and contests to provide you with information about our company and promotional material on behalf of some of our partners, and to contact you when necessary.

### **Supplemental Information**

To enhance our ability to tailor this site to your preferences, we may combine information that you provide us on registration and other online sign-up forms with other information about you that we may obtain. We do not share that information with any other party.

### **Shopping/Commercial Services**

This Web site may offer shopping services, which may be offered by us or by a firm that operates a store

under contract with us. If our Web site offers shopping or other commercial services, you will use a customer order form to request information, products, and services. The order form will ask you to give us contact information (like name or email address), financial information (like account or credit card numbers), and demographic information (like zip code or age).

We will use the financial information that you provide to bill you for products and services. By giving us your credit card and related personal information, you are authorizing our store to give that information to the merchant and credit card company in order to confirm and fulfill your order.

We will use contact information from the order form to fulfill your orders. We may also use contact data to get in touch with you when necessary. We will not otherwise use or distribute your financial information without your prior approval.

### **Public Forums**

This site may make available chat rooms, forums, message boards, and news groups. Please remember that any information that you disclose in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

### **Information Sharing With Third Parties**

From time to time we may enter into a special relationship with another company that is not owned by LOUISIANA MEDIA COMPANY, LLC. to provide additional features at this site. These special relationships may include "powered by" partners, business partners, sponsors, and co-branded sites (referred to here as "co-branded pages"). These might include, for example, pages that share our name and that of another entity, such as TicketMaster. You should look for a specific privacy statement on any such co-branded page. Any personal information that you provide when signing up at one of those co-branded pages may be shared with our third party partner. You should also check our partner's website for information regarding its privacy policies.

Also, the nature of some features of our Web site may require that we share personal information about you with persons or companies outside of the LOUISIANA MEDIA COMPANY, LLC. family. For example, this may occur at a feature that enables you to ask questions of persons or entities that are not part of the LOUISIANA MEDIA COMPANY, LLC. family. By responding to those features, whether by email or direct entry of information on our Web site, you are consenting to our transferring that information to such persons or entities.

With respect to specific registration modules, like contests, we may disclose personal information collected, and we will post a conspicuous statement on the registration module to the effect that we will be disclosing the information collected with third parties.

Finally, we may share any of the information collected from you with these other non-LOUISIANA MEDIA COMPANY, LLC. companies in an aggregate basis. The aggregated information is not linked to any information that can identify you.

### **IP Address and Log Files**

We may use your IP address to administer our Web site, to help diagnose problems with our server, to analyze trends, to track users' webpage movements, to help identify you and your shopping cart, and to gather broad demographic information for aggregate use.

### **Cookies**

This Web site may use a standard technology called a "cookie" to collect information about how you use the site. Cookies reside on your computer and help our Web site to recognize your computer's browser as a previous visitor. This information allows us to customize delivery of information. For example, our Web site may use cookies to save and remember registration information or preferences that you may have set while browsing here previously, to keep track of your shopping cart, to ensure you don't see the same ad content repeatedly, to deliver content specific to your interests, and to save your password so you don't have to re-enter it each time you visit our site. We use cookies only to gather information as indicated in this policy. In addition, on occasion our site may also set a "session cookie" which helps us administer the Web site. The session cookie expires when you close your browser and does not retain any information about you after it expires.

Finally, we may also use an ad network provider to help present advertisements on this and other LOUISIANA MEDIA COMPANY, LLC. Web sites. This ad network provider, like other advertising service vendors, uses cookies, web beacons, or similar technologies on the hard drive of your computer to serve you advertisements tailored to interests you have shown by browsing on this and other sites you have visited, and to determine whether you have seen a particular advertisement before and to avoid sending you duplicate advertisements. In doing so, the provider collects non-personal data such as your browser type, your operating system, Web pages visited, time of visits, content viewed, ads viewed, and other clickstream data. The use of cookies, web beacons, or similar technologies by these ad network providers is subject to their own privacy policies, not ours. If you do not want the benefits of these advertising cookies, you may opt-out by visiting [http://www.networkadvertising.org/optout\\_nonppii.asp](http://www.networkadvertising.org/optout_nonppii.asp). However, if you do so you may not receive the full benefit from the use of our site.

### **Banner Advertising**

We license ad-server software from another company to place banner advertising on our Web sites. All of the data provided and generated by the ad-server software remains in our possession and no data is transferred to the licensor of the software. This feature may, on occasion, set "cookies" on your computer. Any information collected or stored by the ad-service or the cookies is treated in the same manner as other information as described in this statement.

### **Children's Personal Information**

Consistent with the Children's Online Privacy Protection Act:

- This site does NOT collect, use, or disclose personal information (including online contact information) of children under the age of 13.
- In the event that a child under the age of 13 attempts to register on our site, we will NOT accept the registration and will delete information received from the child.
- In the event that a child posts personal information in a public forum such as a chat room, we will attempt to delete that information once we become aware of it.

### **Your Choices**

This Web site provides you the opportunity to opt-out of receiving email communications from us and our special relationship partners. To opt-out of receiving email communications, you may:

- Modify your registered user information on our Web site; or
- Send an email to [Inergize Digital Media](#). Please include the web address, call letters or station's name.

(Please note that this email address should only be used for specific technical issues related to the website such as unsubscribing from a database. The recipients of these emails will not be able, in general to answer concerns regarding on-air programming, promotions or other non-web related issues.)

**Access to Personal Information**

We give you the opportunity to modify or remove personal information that you have provided to us. You may do so by modifying your password-protected registered user information on our Web site.

**Security of Your Personal Information**

We employ security measures, consistent with standard industry practice, for information collected through this website. We also use internal protections to limit access to users' personal information to only those employees who need the information to perform a specific job.

**Sale or Merger**

If this site is sold to, or merges with, another company not owned by LOUISIANA MEDIA COMPANY, LLC., you should expect that some or all of the information collected from this website may be transferred to the buyer/surviving company. If so, we will seek to obligate the acquiring company to use any personal information transferred by this site in a manner consistent with this statement, but cannot guarantee that it will be able to impose that requirement or that the acquiring company will comply.

**Legal Process**

You should be aware that we may be required to disclose your personal information to the government or third parties under certain circumstances, such as in court or regulatory proceedings.