

Terms of Service

Introduction

Midwest Communications, Inc. and WRIG, Inc. ("Midwest," "we," "us," or "our") would like to welcome you ("you" and "your" referring to any individual and/or entity using this internet site) to our internet site (the "Midwest Site"). Midwest operates radio stations throughout the upper Midwest, primarily in Illinois, Indiana, Michigan, Minnesota, and Wisconsin. This Midwest Site is owned and operated by Midwest solely and exclusively for the private non-commercial use of individuals who are at least thirteen (13) years of age or older. Your use of this Midwest Site is subject to your compliance with this Terms of Use Agreement (the "Agreement").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS MIDWEST SITE.

Your use of this Midwest Site signifies your acceptance to be bound by this Agreement. If you do not accept all the terms and conditions of this Agreement, you may not use this Midwest Site. We reserve the right, in our sole and exclusive discretion, to change, modify, add, or delete all or portions of this Agreement or this Midwest Site, including, but not limited to, any of your registrations, memberships, accounts, or passwords at any time for any reason without notice to you. The last date when this Agreement was revised is set forth below. We encourage you to review this Agreement whenever you visit this Midwest Site.

Restrictions on Use

THIS MIDWEST SITE MAY NOT BE USED BY YOU FOR ANY PURPOSE THAT IS PROHIBITED BY THIS AGREEMENT OR UNLAWFUL. MIDWEST, IN ITS SOLE AND EXCLUSIVE DISCRETION (WITH OR WITHOUT NOTICE TO YOU), MAY TERMINATE YOUR ACCESS TO THIS MIDWEST SITE IMMEDIATELY IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT, FOR ANY OTHER REASON, OR FOR NO REASON, WITHOUT ANY LIABILITY TO YOU.

This Midwest Site and all information, data, software, services, text, design, graphics, audio clips, video clips, and other material or content which is contained within, available through, or which you see, hear, or otherwise experience on this Midwest Site (collectively, the "Content") belongs to Midwest, its subsidiaries, affiliates, partners, contributors, or other third-party providers (collectively, the "Midwest Content Providers"). The Content is protected by copyright, trademark, and other laws of the United States as well as international conventions and the laws of other nations. No material from this Midwest Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way by you. Any unauthorized or prohibited use of any Content on this Midwest Site, may subject you to civil liability or criminal prosecution, or both, under applicable federal and state laws.

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Privacy

Midwest has developed a Privacy Policy pertaining to this Midwest Site to inform you of Midwest's practices regarding the collection, use, and disclosure of personally identifiable information.

Accounts, Passwords, and Security

Access to select areas and features of this Midwest Site requires you to open an account. In order to create an account, you must complete the specified registration process by providing us with complete, current, and accurate information as requested on the applicable online registration form. It is your responsibility to maintain the completeness, currency, and accuracy of your registration data; any loss caused by your failure to do so is your responsibility. As part of creating an account, you may be asked to choose a user name and password (collectively, the "User Information"). Your User Information is personal to you and you are prohibited from allowing any other parties to use your User Information under any circumstances. The following actions are also prohibited:

1. Accessing data not intended for your use or logging into a server or account which you are not authorized to access;
2. Attempting to probe, scan, or test the vulnerability of Midwest's Site, system, or network or to breach the security or authentication measures of this Midwest Site without proper authorization from Midwest;
3. Attempting to interfere with service to any user, host, or network, including, but not limited to, by means of submitting a virus, worm, malicious code, or other harmful component or mechanism to this Midwest Site, overloading, "flooding," "spamming," "mail bombing," or "crashing" this Midwest Site or the server of any user; and
4. Sending unsolicited e-mail, including promotions and/or advertising of any activity, program, product, or service.

Midwest will investigate possible violations of system or network security and may involve, and cooperate with, a user's employer, internet service provider, and/or law enforcement authorities in investigating and/or prosecuting users who are involved in such violations. Midwest will terminate the account of any party that Midwest believes, in its sole judgment, to have violated its security provisions. Violations of this Midwest Site's system or network security may also result in civil or criminal liability.

You are entirely responsible for maintaining the confidentiality of your User Information and for any and all activities that occur under your account. You agree to notify Midwest immediately of any unauthorized use of your account. Midwest is not liable for any loss that you may incur as a result of another party using your User Information, either with or without your knowledge. You may cancel or deactivate your account at any time and for any reason by e-mailing such a cancellation or deactivation request to webmaster@mwcradio.com.

Public Forums, Chat Rooms, and Message Boards

By registration for or use of any activity such as chat rooms, message or bulletin boards, and other such public forums (collectively, the "Public Forums") on this Midwest Site, you understand, acknowledge, and agree that you are subject to the rules of conduct listed below and this Midwest Site's Privacy Policy. This Midwest Site may provide users with the opportunity to submit, post, and/or exchange information, data, text, software, music, photographs, graphics or artwork, video, audio, messages, or other materials (collectively, the "Postings"), whether publicly posted or privately transmitted. You understand, acknowledge, and agree that such Postings are the sole responsibility of the party from which such Postings originated. Accordingly, you, as a user, not Midwest, are entirely responsible for the consequences of all Postings that you upload, post, mail, transmit, or otherwise make available through this Midwest Site, including, but not limited to, determining that any of the content of your Postings is not protected by copyright.

Midwest specifically prohibits certain uses and activities in this Midwest Site's Public Forums. You understand, acknowledge, and agree that by registering for or accessing Public Forums, you are prohibited from using this Midwest Site for any of the following purposes:

1. Posting any incomplete, false, fraudulent, or inaccurate biographical information or general information (e.g., impersonating any other party);
2. Posting a profile for any purpose other than to participate in online discussion via the Public Forums;
3. Sending a message to a user for any reason other than to participate in online discussions;
4. Deleting or revising any content or material posted by any other party;
5. Posting advertisements, solicitations for business, chain letters, or pyramid schemes;
6. Forging any message header information in any e-mail Posting;

7. Posting material that is unlawful or that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law (e.g., posting material that is copyrighted, trademarked, or that contains trade secret information without the permission of the lawful owner);
8. Posting material that infringes on any intellectual property rights of others;
9. Posting material that infringes on the privacy or publicity rights of others;
10. Posting material that contains viruses, worms, malicious code, harmful components or mechanisms, and/or technical defects;
11. Posting material that, in our sole judgment, is obscene, vulgar, profane, indecent, defamatory, threatening, harassing, tortious, abusive, hateful, or otherwise objectionable, or any material that is embarrassing or harmful to another user or any other person or entity; and
12. Posting any sexually oriented or sexually explicit image or statement.

You hereby grant Midwest, its parent company(ies), affiliates, successors and assigns, the royalty-free, worldwide, perpetual, irrevocable, non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, retransmit, translate, create derivative works from, distribute, communicate to the public, publicly perform or display your Postings (in whole or in part) and/or to incorporate them in other works in any form, media, or technology now known or later developed, for so long as any rights exist in your Postings. You also warrant that the holder of any rights, including moral rights, in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license set forth in this Agreement. You further permit any other user to access, display, view, store, and reproduce your Postings for such other user's private non-commercial use. Subject to all of the foregoing, you, as the owner of your Postings on this Midwest Site, retain any and all rights that may exist in your Postings.

Midwest has the right, but not the obligation, to monitor the Content of this Midwest Site and its Public Forums to determine compliance with this Agreement and any other operating rules established by Midwest to satisfy any law, regulation, or authorized government request. You agree that we reserve the right, in our sole and exclusive discretion, but subject to our statements below under the heading Copyright Infringement relating to cases where Content or Postings submitted by you have been the subject of an allegation of copyright infringement, to: (1) terminate your registration, membership, or accounts at any time; (2) edit, refuse to post, or remove any or all of your Postings; (3) turn over Postings to law enforcement officials; (4) deny access to your User Information; and/or (5) deny your participation in any other activity or service provided to you by this Midwest Site. Without limiting the foregoing, Midwest has the right to remove any material that Midwest, in its sole and exclusive discretion, finds to be in violation of the provisions of this Agreement or otherwise objectionable. We also reserve the right to take such actions, with or without notice, and without any liability to you or other parties.

THE INFORMATION AND OPINIONS EXPRESSED IN THE PUBLIC FORUMS OF THIS MIDWEST SITE ARE NOT NECESSARILY THOSE OF MIDWEST OR ITS AFFILIATED OR RELATED ENTITIES OR CONTENT PROVIDERS, AND MIDWEST MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THAT INFORMATION OR THOSE OPINIONS. NEITHER MIDWEST NOR ITS AFFILIATED OR RELATED ENTITIES OR ITS CONTENT PROVIDERS ARE RESPONSIBLE OR LIABLE TO ANY PARTY (INCLUDING, BUT NOT LIMITED TO, PARTIES WHO MAY USE OR RELY ON SUCH DATA OR MATERIALS OR TO WHOM SUCH DATA OR MATERIALS MAY BE FURNISHED) FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE), INJURY, CLAIM, LIABILITY, OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM ANY INFORMATION OR OPINIONS PROVIDED ON THIS MIDWEST SITE.

E-mail

E-mail is an important channel of communications for Midwest. All e-mail sent to us should be generated by the party in whose name the e-mail account is registered. E-mail users shall not mask their identity by using a false name or another party's name or account. Midwest will use your

ail address and the content of any e-mail for administrative and correspondence purposes and to send you information that you may request. We are also required under federal law to keep and disclose to the general public certain e-mail that addresses the programming of Midwest stations. Please see our Privacy Policy for details.

Any non-personal content you provide to this Midwest Site or Midwest by e-mail, including, but not limited to, feedback, data, answers, questions, comments, suggestions, plans, ideas or the like, shall be deemed to be non-confidential and we assume no obligation to protect such information from disclosure. You understand, acknowledge, and agree that the submission of such information shall in no way prevent the purchase, manufacture, or use of similar products, services, plans, and ideas by Midwest for any purpose whatsoever. You further understand, acknowledge, and agree that we shall be free to reproduce, use, disclose, and distribute such content without restriction.

Disclaimer of Warranties and Other Responsibility

YOUR USE OF THIS MIDWEST SITE IS UNDERTAKEN AT YOUR OWN RISK, INCLUDING, BUT NOT LIMITED TO, YOUR USE OF, AND RELIANCE ON, CONTENT CONTAINED ON THIS MIDWEST SITE. THIS MIDWEST SITE, ALL CONTENT THEREON, AND POSTINGS THEREON ARE MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. MIDWEST MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING (TO THE FULLEST EXTENT SUCH REPRESENTATIONS OR WARRANTIES CAN BE DISCLAIMED UNDER APPLICABLE LAW), BUT NOT LIMITED TO, WARRANTIES OF TITLE, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. MIDWEST MAKES NO REPRESENTATIONS,

WARRANTIES, GUARANTIES, OR ASSURANCES: (1) THAT THIS MIDWEST SITE WILL OPERATE UNINTERRUPTED OR ERROR-FREE; (2) THAT DEFECTS OR ERRORS WILL BE CORRECTED; (3) THAT ALL PRODUCTS, FEATURES, FUNCTIONS, OR OPERATIONS WILL BE AVAILABLE OR PERFORM AS DESCRIBED; (4) THAT THIS MIDWEST SITE AND/OR ITS SERVER(S) WILL BE FREE OF VIRUSES, WORMS, MALICIOUS CODE, HARMFUL COMPONENTS OR MECHANISMS, AND/OR OTHER TECHNICAL DEFECTS; AND (5) REGARDING SUITABILITY, AVAILABILITY, ACCURACY, AUTHENTICITY, VALIDITY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MIDWEST SITE CONTENT FOR ANY PURPOSE.

Limitations of Liability

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER MIDWEST NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, REPRESENTATIVES, SUPPLIERS, OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND, DIRECT OR INDIRECT, IN CONNECTION WITH, OR ARISING FROM, USE OF THIS MIDWEST SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the foregoing, Midwest is not responsible or liable for any losses or damages resulting from (or losses or damages manifest as): (1) loss of profits, goodwill, data, business interruption, or other intangible losses; (2) inability of you to use, unauthorized use of, performance or non-performance of the Midwest Site; (3) unauthorized access to or tampering with your User Information or transmissions; (4) misdirected or redirected electronic transmissions; (5) the provision or failure to provide any service, including failures caused by server errors or failed internet connections; (6) viruses, worms, malicious code, harmful components or mechanisms, and/or technical defects, including any cost for services, repair, or replacement of your equipment or data resulting therefrom; (7) errors or inaccuracies contained on the Midwest Site or any Content thereon; (8) any transactions entered into through this Midwest Site or any site to which it provides hyperlinks; and/or (9) damages otherwise arising out of the use of the Midwest Site. Furthermore, prior to the execution of any trade involving a stock, bond, or other financial instrument, you are advised to consult with your broker or other financial representative to verify pricing or other information. Midwest Content Providers shall have no liability for investment decisions based on financial Content provided. In addition, Midwest makes no warranties as to the results obtained from the use of the Content. These limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability, or otherwise (collectively, "Causes of Action"). If you are dissatisfied with this Midwest Site, any of its Content, or with this Agreement, your sole and exclusive remedy is to discontinue using this Midwest Site. In no event shall our total liability to you for all losses, damages, or Causes of Action exceed the amount paid by you, if any, or \$100 (whichever is less) for accessing or participating in any activity related to any Midwest Site.

You understand and acknowledge that the capacity of this Midwest Site, in the aggregate and for each user, is limited. Accordingly, some messages and transmissions may not be processed in a timely fashion or at all, and some functions or features may be restricted, delayed, or become completely inoperable. You therefore understand, acknowledge, and agree that Midwest assumes no liability, responsibility, or obligation to transmit, process, store, receive, or deliver Postings or for any failure or delay associated with any Postings; you are hereby expressly advised not to rely upon the timeliness or performance of this Midwest Site for any Postings.

Fees

This Midwest Site, including all portions thereof, are currently available at no charge to you. We reserve the right to charge a use or access fee for this Midwest Site at any time in the future. Your use of or access to this Midwest Site before such time does not entitle you to use of this Midwest Site free of charge in the future.

Indemnification

You agree to indemnify, defend, and hold harmless Midwest, its parent, subsidiaries, affiliates, agents, and distributors, and its or their respective officers, directors, employees, agents, licensors, representatives, or suppliers from and against any and all claims, actions, demands, liabilities, costs, and expenses including, but not limited to, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement or any representation or warranty you provide herein, or otherwise arising in any way out of your use of this Midwest Site. Midwest reserves the right, at its sole expense, to take exclusive control and defense of any such claim or action (otherwise subject to indemnification by you) and all negotiations for settlement or compromise, in which event you will cooperate fully with Midwest in asserting any available defenses.

Third Party Site Links

This Midwest Site contains and provides links to websites which are owned and operated by third parties, including the websites of our advertisers. You understand, acknowledge, and agree that these links are provided solely as a convenience to you and not as an endorsement by Midwest or this Midwest Site of the content, advertising, or business practices (including the privacy policies) of such third-party websites, whether any Midwest-affiliated logo or sponsorship identification is on the third-party website, or whether this Midwest Site conducts "framing" (framing allows a user to access several websites or webpages while still viewing a header or border from this Midwest Site). These third-party websites have different privacy policies and business practices than we do. We do not endorse, verify, make any representations, or take responsibility for the content, truthfulness, accuracy, quality, or completeness of the content or activities conducted on such websites or the products or services available through such linked third-party websites. We are not, under any circumstances, 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 the content, advertising, or business practices of linked websites of third parties. If you decide to access and use linked third-party websites, you understand, acknowledge, and agree that you do so at your own risk.

Midwest welcomes links to this Midwest Site. You may establish a link to this site, provided that the link does not state or imply any sponsorship or endorsement of your site by Midwest, its parent, subsidiaries, affiliates, agents, or distributors. You may not frame or otherwise incorporate into another website any of the Content or other materials on this Midwest Site without prior written consent. We reserve the right to disable links from third-party sites to this Midwest Site, although we are under no obligation to do so.

Contests and Promotions

From time to time and at any time, Midwest may conduct contests or promotions through or on this Midwest Site, including, but not limited to, contests, promotions, auctions, and sweepstakes (collectively, "Contests"). Such Contests conducted by Midwest are subject to Midwest Communications, Inc./WRIG, Inc. Official Rules for All Contests and, as applicable, additional rules applicable only to a specific contest (collectively, the "Official Rules"). The Official Rules are available on this Midwest Site or are otherwise available to you, please refer to them for further information. In case of any conflict between this Agreement and the Official Rules, the Official Rules shall control.

Jurisdictional Matters

This Midwest Site is controlled and operated by Midwest from its offices within the state of Wisconsin, United States of America. Midwest makes no representation that the Content on this Midwest Site is appropriate or available for use in other locations. If you choose to access this Midwest Site from other locations, you do so on your own initiative and you are responsible for compliance with local laws, if and to the extent local laws are applicable.

The export of any software which is downloadable from this Midwest Site is further subject to United States export controls. No software or any other materials associated with this Midwest Site may be downloaded or otherwise exported or re-exported to countries or persons prohibited under export control laws, including, but not limited to, countries against which the United States has embargoed goods, or to anyone on various lists of prohibited persons or entities maintained by the United States government. By downloading from or using the software on this Midwest Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or on any such list or otherwise in violation of export control laws or regulations.

Copyright Infringement

By your submitting any Postings or other material through this Midwest Site, you are: (1) representing that you are the rightful owner of the submitted material; (2) representing that no one else may claim rights to that material; and (3) granting permission to have that material posted on this Midwest site. Midwest reserves the right to remove access to infringing material, and such actions do not modify or affect any other rights Midwest may have under contract or law.

If you submit any Postings or Content that is alleged to be infringing of intellectual property rights such as copyrights on more than one separate occasion or with respect to more than one work of authorship (whether covered by a single notice of infringement or more than one notice of infringement), then Midwest may terminate your account or limit or refuse your access to any Midwest Site.

Midwest will make reasonable efforts to contact you if Content or Postings you have made are removed or disabled by Midwest due to a notice of copyright infringement received by Midwest. If you believe that the Content of Posting you submitted does not violate the copyright as alleged, you can file a written counter-notice by sending it to our designated copyright agent identified below. Midwest will send your counter-notice to the copyright owner who has alleged infringement. Applicable law permits Midwest to restore your content if the copyright owner does not file a lawsuit against you within 10 business days of receiving your counter-notice. Material misrepresentations in a counter-notice made by you can lead to your liability for those misrepresentations. Midwest will not offer advice or be responsible for your decision as to whether or not you wish to file a counter-notice, and you are solely responsible for the timely preparation of a proper counter-notice if you elect to file one. If you have questions you should consult an attorney before filing a counter-notice with Midwest.

If you claim to be the copyright owner of any Content on this Midwest Site, please immediately notify Midwest's copyright agent of any claimed copyright infringement by providing the following information as required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, Title 17 U.S.C. § 512:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyright 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;
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 us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party or the person authorized to act on behalf of the complaining party;

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.

Midwest's designated copyright agent for notice of claims of copyright infringement on or relating to this Midwest Site, or as to any counter-notice, can be reached by: (1) sending a letter via the U.S. Mail to Mr. Andy Gille, Midwest Communications, Inc., 557 Scott Street, Wausau, WI 54403, or (2) telephoning the designated copyright agent at (715) 842-1672; or (3) faxing the designated copyright agent at (715) 848-3158; or (4) e-mailing the designated copyright agent at andy.gille@mwcradio.com.

Other Content

Associated Press ("AP") text, photos, graphics, audio materials, and/or video materials shall not be, directly or indirectly, published, broadcast, rewritten for broadcast or publication, or redistributed in any medium. Neither these AP materials nor any portion thereof may be stored in a computer except for personal and noncommercial use. You will not hold AP 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.

Miscellaneous

This Agreement is governed by the laws of the state of Wisconsin without respect to conflict of laws provisions. Although you acknowledge that Midwest will have the right to enforce its rights under this Agreement in any court of competent jurisdiction, you hereby agree that for any and all disputes relating to this Agreement you consent to the exclusive jurisdiction and venue of only: (1) state court located in Marathon County, Wisconsin; or (2) federal court for the Western District of Wisconsin. No action arising out of this Agreement or your use of this Midwest Site, regardless of the form or basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if there are multiple causes of action, from the date the first such cause arose). In any action or proceeding commenced to enforce any right or obligation of the parties under this Agreement or your use of the Midwest Site, you hereby waive any right you may now, or in the future, have to a jury trial. No waiver by Midwest of any breach or default of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. If any provision of this Agreement is determined to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement which shall remain in full force and effect. Section titles and headings in this Agreement are for convenience only and do not have any legal or contractual effect. This Agreement constitutes the complete agreement between you and us and supersedes all previous agreements regarding the same subject matters.

This Terms of Use Agreement was last updated on April 21, 2011.