

Privacy Policy/Terms of Use

NRG MEDIA, LLC PRIVACY POLICY

This website is owned or managed by NRG Media, LLC (hereinafter “NRG Media,” “we,” “us,” or “our”) which also owns broadcast and mobile radio stations. NRG Media’s terrestrial stations operate in the United States and its Sites are directed at users in the United States. Your use of these Sites constitutes acceptance of these terms. This Privacy Policy has been adopted by each NRG Media website, application, social media page or mobile platform now known or developed in the future (the “Sites”), to the extent applicable. This privacy policy is provided to explain the way in which we collect information from users (also referred to as “you”) of the Sites, and how we store, use and disclose that information. If you do not agree with this Privacy Policy, or if you do not want information about you to be collected, you should choose to not participate in sections of the Sites that require the submission of personally identifiable information.

CHILDREN’S PRIVACY:

NRG Media sites are not directed at children under the age of thirteen (13). We will not knowingly allow anyone under the age of 13 to register on the Sites or provide personally identifiable information. If you are under the age of 13, please do not provide any information about yourself. If we become aware that we have collected such information, we will remove it from our records as soon as possible.

COLLECTED INFORMATION:

The information we collect from you when you visit our Sites is generally either personal information or non-personal information.

PERSONALLY, IDENTIFIABLE INFORMATION:

This is information you provide to us voluntarily on the Sites. This information may include your name, address, zip code, email address, telephone number, date/year of birth, age, gender, user name and/or password. You may be asked to voluntarily provide subsets of this information when you register for a listener club; sign up to receive email or newsletter; enter a contest; participate in voting or polling activities; sign up to receive SMS notifications (text messages); use a mobile application; or make a purchase, where your payment and shipping information will also be collected (credit card number and expiration, security code, expiration date and shipping address). If you log in to or register on the Sites using a social networking platform, including Facebook, we will collect personally identifiable information from that platform which you have authorized the platform to share, or which you have made public. An IP address or mobile device identifier may be considered personally identifiable by law in certain circumstance.

NON-PERSONAL INFORMATION:

Usage Data: This is information that is automatically collected when you access Sites associated

with NRG Media. This information includes your IP address or other unique identifier for the device you are using, as well as browser, device, operating system, application version, page, preceding pages, friend lists, time, current or recent location, use of the sites features, your interactions with others or group activities as related to the sites. This information may be combined with information we obtain about you from third parties, or derived in other ways, such as a paper contest entry. This information may be collected through various tracking technologies, including persistent and session cookies to identify you, your computer and your preferences in future sessions; and web beacons (electronic images, or single-pixel Graphic Interface Format images) to track and count visitors to the sites, links followed, email messages, and other information to help tailor promotional content. Other analytical tools may be utilized to collect and aggregate statistical information about usage of the website. This information would not include any data that would identify you personally. This information may be collected by NRG Media or by a third-party with which we contract to analyze this data.

ABOUT COOKIES

Cookies are small text files that reside on your computer's hard drive or mobile device which allow us to identify you, your computer and your preferences in future sessions. You have the ability to block cookies on your devices. There are different types of cookies, and some parts of the Sites will not function if you do not allow cookies. Some cookies relate to performance of the Sites, and allow us to be able to count the total number of visits and sources of traffic so we can measure and improve the performance of our Sites. These cookies also enable us to see how users, on an anonymized basis, use our sites. A third-party provider reports on how our sites are used. These cookies do not collect personally identifiable information about you. Some cookies are functional. For example, the Sites use a number of social media tools (like Twitter and Facebook) to make the Sites better and enable more visitor interaction. If you use these platforms then their cookies may be set through the Sites. Those services set cookies to collect data to serve ads on other sites they think are relevant to your interests. If you don't use social media tools, those cookies won't be served on your devices. Some cookies relate to personalization. These cookies may be used to serve ads targeted to the personas that match a particular brand. These are provided by third party advertisers and advertising networks. They may use cookies to ensure that particular advertisements are not shown to you too many times and to collect information which is used to identify non-personal attributes of the user, such as collecting IP addresses to identify geographical location. This information is collected by a third party and will not be stored longer than 14 months. It may be obfuscated after collection of information.

NRG Media's vendors who may set cookies may include such Google services as AdSense and Analytics (please see <https://policies.google.com/technologies/partner-sites> for information on how Google uses the data it collects), Triton Yield, Targetspot, interactive services like Tag Station's NextRadio®, Soundcloud e-commerce partners like Brown Paper Ticket, Eventbrite, and Neofill. To see a list of cookies associated with each website, you can click on the information symbol in next to the URL address. You will have the ability to block cookies at that location.

HOW WE GET YOUR CONSENT

The first time you visit this Site after this policy becomes effective, or when you have deleted or cleared cookies from your device, you will be presented with a notice that our Sites use cookies. That notice will include a link to this policy. If you decide to continue to go through to the Sites after being presented with that notice, we will assume you have consented to set cookies as presented in this policy.

DISABLING OR BLOCKING COOKIES, ANONYMITY

You can delete cookies at any time using your internet browser settings, and you can set your browser so that cookies are automatically blocked and prevented from being set. If you disable or block cookies, some websites or features on websites may not function properly. You may also visit the Sites via your browser's privacy or incognito mode. Viewing in privacy mode permits cookies to be served to your device but only until you close the last private window. A browser in incognito mode may not share existing cookies with sites that you visit.

USE OF THE INFORMATION:

We may use your information in the following manner:

- to administer and conduct contests, surveys or other promotions,
- to administer listener clubs,
- to deliver services to which you have subscribed, including mobile or electronic publications and/or text alerts,
- to communicate with you in response to an inquiry or contest entry,
- to notify you about products, services, promotions, or special offers,
- to generate reports and data about users and usage patterns,
- to analyze, personalize and improve the content advertising on the sites,
- to administer and enforce the terms of use of the sites.

In addition, our services now or in the future, may have the ability to use your geographic location to deliver content, services and advertising tailored to your location. If you choose to enable our sites to use your location information, then that information will be stored and used to deliver content, services and advertising tailored to your location. When you use a mobile device or browser to access an NRG Media site then your device and/or browser may automatically collect and/or transmit your device's unique identifier, IP address, location information, device make/model, wireless provider and retained information. We may use this information to deliver content, services and advertising tailored to your location.

DISCLOSURE OF INFORMATION:

We may share the collected information with third parties that perform services like hosting the Sites, analyzing data, administering contests, promotions surveys, or listener clubs. We may use third-party service providers, including ad networks, to provide advertising to you when you use our Sites. These service providers may use usage information about your activities when you navigate through and use Sites to provide you with advertisements about products and services that they think may be of interest to you. When you enter a contest or promotion, we may share your entry information with contest sponsors, however we try to limit the

disclosure of your personally identifiable information to third parties. We may share your information with other NRG Media affiliates. Your information may be shared with non-affiliated linked sites. By following a link in any Site, you will be taken to a different site with different policies not controlled by NRG Media. There may be times when you have the opportunity to consent to share personally identifiable information you provide on our Sites with third parties in order to receive marketing or other communication from that third-party. We will share that information as per your consent. Your communications that are the result of that consent are not the responsibility of NRG Media. We may disclose your information as required by law, or by other legal action, subpoena, court order or as needed to defend against any legal claim or as necessary to protect the rights, property, safety or users of the sites, our employees, agents and members. Your information would be transferred in the case of a merger, acquisition or disposition of station assets. We reserve the right to transfer personal information we have about you in the event we sell or transfer all or a portion of our business assets. Should such a sale or transfer occur, we will use reasonable efforts to direct the transferee to use personal information you have provided to us in a manner consistent with our Privacy Policy. Following such a sale or transfer you may contact the entity to which we transferred your personal information with any inquiries concerning the processing of that information.

UPDATING YOUR INFORMATION AND OPTING IN OR OPTING OUT

If you provide personally identifiable information to register for a listener club or other account, you may access and update that information at any time. If you provide information for another reason, you may review and update that information by contacting the privacy administrator at privacy@nrgmedia.com. We reserve the right to deny access to a user account or not make a requested update if there is a question about your identity. We reserve the right to retain personally identifiable information to verify your identity or take other necessary actions. If you have signed up to receive email or other notifications, you may opt out as instructed or by contacting the privacy administrator at privacy@nrgmedia.com. If you have signed up to receive SMS alerts and do not wish to receive them any longer, you may unsubscribe from the SMS alerts by replying "STOP" to any message you may receive.

If you wish to have your personally identifiable information removed from our records, you should make a request of the privacy administrator at privacy@nrgmedia.com. We will remove your information to the extent that we are able, however some information must be retained for legal, tax or regulatory purposes and some may be retained on back-up systems or files as a business precaution. All data that is not able to be deleted completely will be removed from active use. We reserve the right to deny access to your account or make requested changes if burden of protecting your privacy exceeds reasonable business judgment or expense. We will provide you an explanation of the denial of your request.

SECURITY

All of the information gathered through the Sites is stored in database(s) operated by us or by a third-party service provider. Servers are stored in a controlled, secure environment. We cannot guarantee the security of the database, as no security measure is impenetrable. We cannot

guarantee that information you transmit over the Internet will not be intercepted or received error-free.

SERVICES ARE PROVIDED IN THE UNITED STATES

The Sites are hosted in the United States and are governed by United States law. If you are accessing the Sites from outside the United States, please be aware that your information may be transferred to, stored or processed in the United States where our servers are located and our databases are operated. The data protection and other laws of the United States and other countries might not be as comprehensive as those in other countries or regions. By using the Sites you consent to your information being transferred to our facilities and to the facilities of those third parties with whom we share it.

CALIFORNIA PRIVACY RIGHTS

California law permits users who are California residents to request and obtain from us, once a year, free of charge a list of the third parties to whom we have disclosed their personal information (if any) for their direct marketing purposes in the prior calendar year, as well as the type of information disclosed to those parties. If you are a California resident and would like to request this information, please submit your request in an email with the subject line "California Privacy Request" to privacy@nrgmedia.com.

CHANGES TO THIS POLICY

NRG Media reserves the right to change this policy at any time. Please check this Site periodically for any changes. Your continued use of the Sites following the posting of changes to this policy will mean that you accept those changes. If we make any material changes to this Privacy Policy, we will post the updated privacy policy here and notify you by email or notice on our website.

NRG MEDIA, LLC WEBSITE TERMS OF USE

Acceptance Through Use. This website (the "Site") is operated by NRG Media, LLC ("Operator"). By using the site, you agree to be bound by all of the terms, conditions and notices contained or referenced herein (collectively, the "Terms of Use"). You should review the Terms of Use from time to time. Operator may change any of the Terms of Use at any time by posting revisions to the Site. Your continued use of the Site constitutes your acceptance of the revised Terms of Use. If you do not agree to all of the Terms of Use, you must exit the Site immediately. You acknowledge these Terms of Use are supported by valuable consideration, the receipt and adequacy of which are hereby acknowledged. Such consideration includes but is not limited to the use of the sites, the receipt of materials, data and information and the possible use and display of your submissions.

No Use by Children. The Site is not directed to, or intended for use by, children (defined as anyone age thirteen or younger). Children should not use the Site or submit any information to Operator.

Links to Third Party Sites. The Site will contain links to web sites operated by third parties. Such links do not constitute or imply an endorsement of the linked site. The linked sites may appear to be integrated into the Site, but are not under Operator's control. Operator is not responsible for the operation or content of any linked site or subsequent links from that site. The policies that govern the use of a linked site will differ from these Terms of Use. You should review the policies of a linked site before making a decision to proceed to use that site.

Lawful Use. You warrant that you will not use the Site for any purpose that violates any laws or regulations or is prohibited by this agreement. You may not use the Site in any way that could damage, disable, overburden or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not attempt to attain materials on the site not intentionally made available by the Owner and will not collect information about other site users, including email addresses or other information.

Intellectual Property. You acknowledge that all content and materials available at the Site (collectively, the "Content") are protected by national and international copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how or other proprietary rights and laws and, as between Operator and you, are owned exclusively by Operator. Except where otherwise noted, you may download, print or view individual pages at the site for private, noncommercial use, provided you do not delete, change or otherwise modify any of the Content, including, but not limited to, any copyright or trademark notices. You may only use the Site and the Content as expressly permitted herein and for no other purpose. Except as authorized by Operator in writing on a case-by-case basis, you will not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the Content. The systematic retrieval of any of the Content to create or compile, directly or indirectly, a collection, compilation, database or directory without the written permission of Operator is prohibited. Unless otherwise indicated, all logos, names, package designs and marks on the Site are trademarks or service marks and may not be used without permission. Operator's policy is to terminate the online privileges of individuals who repeatedly violate the copyrights of others.

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Privacy. You should review the Privacy Policy posted below on this page.

Text Messages. By joining any Operator-run subscription program or service, you authorize Operator to send you autodialed marketing text messages at the mobile number provided by you. Such consent is not required by you in order for you to have the ability to purchase goods or services from Operator.

Disclaimer of Warranties. YOU EXPRESSLY AGREE THAT ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE (COLLECTIVELY, THE "SITE MATERIALS") ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE. OTHER THAN THOSE WARRANTIES THAT ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER APPLICABLE LAW, THE SITE MATERIALS ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF TITLE AND NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OPERATOR DOES NOT MAKE ANY WARRANTY THAT ANY OF THE SITE MATERIALS ARE ACCURATE, RELIABLE OR CORRECT, THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED, THAT THE SITE MATERIALS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT YOU WILL ACHIEVE SUCCESSFUL RESULTS FROM FOLLOWING ANY INSTRUCTIONS, DIRECTIONS OR RECOMMENDATIONS AVAILABLE AT THE SITE.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL OPERATOR, OR ITS PARENT, SUBSIDIARIES, AFFILIATES, MEMBERS, DIVISIONS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS (COLLECTIVELY, THE "RELEASED PARTIES"), BE LIABLE FOR ANY DAMAGES OF ANY KIND OR NATURE WHATSOEVER, WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHERWISE, THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR FROM ANY INFORMATION PROVIDED AT THE SITE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, AND EVEN IF OPERATOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OPERATOR'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Indemnification. You are responsible for your activities on the Site. You agree to defend, indemnify, reimburse and hold harmless the Released Parties from all liabilities, claims and expenses, including, but not limited to, costs and attorneys' fees, that arise in any way from your use of the Site or the Site Materials. Operator reserves the right, at its 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 Operator in asserting any available defenses.

International Use. If you choose to access the Site from any location other than the United States, you accept full responsibility for compliance with the laws of the jurisdiction where the access occurs. Operator makes no representation that the Site Materials are appropriate or available for use in locations outside the United States. Accessing the Site and/or using any of the Site Materials from any jurisdiction where such access and/or use is illegal is prohibited.

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

Iowa, without regard to its 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 Linn County, State of Iowa, 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 Operator and you with respect to the Site and supersedes all prior or contemporaneous communications and proposals with respect to the Site. If any provision hereof is determined to be invalid or unenforceable, all other provisions shall remain in full force and effect. Operator reserves the right, in its sole discretion, to terminate your access to all or part of the Site at any time and for any or no reason.

Notice and Procedure for Making Claims of Copyright Infringement. Pursuant to federal copyright law, if you believe copyrighted work is available at the Site in a way that constitutes copyright infringement, please send a notification of copyright infringement to the Service Provider's Designated Agent. All inquiries not related to copyright infringement will not receive a response. 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:

DMCA Designated Agent c/o Legal Department NRG Media, LLC
2875 Mt. Vernon Rd. SE Cedar Rapids, IA 52403

By Email: dmca@nrgmedia.com

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 NRG Media to locate the material.
- (iv) Information reasonably sufficient to permit NRG Media 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.

Contact Information. Questions concerning the Terms of Use or the Site should be directed to NRG Media, LLC.