

KRTH

TERMS OF USE AGREEMENT

TABLE OF CONTENTS

- * Eligibility and Acceptance of Terms
- * Copyright, Trademark, And Proprietary Rights
- * User Conduct
- * Email Policy
- * Contests, Sweepstakes and Other Membership Activities
- * Chat Rooms, Message Boards and Public Forums
- * Advertising and Other Third Party Content
- * Hyperlinks to Third-Party Websites
- * Privacy Policy
- * Modification, Suspension or Discontinuance
- * Security
- * Indemnification and Limitation of Liability
- * Disclaimer of Warranties
- * User Termination
- * General and Contact Information

ELIGIBILITY AND ACCEPTANCE OF TERMS

Welcome to KEARTH101.Com (the "Site," "us" or "we"), the official website for Radio Station KRTH-FM, Los Angeles, CA, which is also known as "K-EARTH 101." ("Station"). This site is owned and operated by CBS Radio East Inc. ("Owner and Operator"), a subsidiary of CBS Radio Inc. ("CBS Radio")

Unless specified otherwise on the Site, users must be at least 13 years or older and a legal resident of the United States before participation in any contest, sweepstakes or interactive activities. By your participation in our Site activities, you certify that you are at least 13 years of age and meet any other age and residency requirements of the Site.

This page states the terms and conditions forming the agreement under which you may use KEARTH101.Com. Please read this page carefully. If you do not accept this Terms of Use Agreement ("Agreement"), please do not use this website. By using this Site, you understand, acknowledge and agree that you will abide by the terms

of this Agreement. This Agreement will remain in full force and effect as long as you are a user of the Site. The Site provides rules of participation ("Rules of Participation") for certain activities and services including, but not without limitation, loyal listener/user clubs, awards programs, contests, sweepstakes, email and dating services. The Site's Privacy Policy and the Rules of Participation are hereby incorporated in this Agreement by reference. To the extent that there is a conflict between this Agreement and the specific Rules of Participation for the activity in which you choose to participate, this Agreement shall govern.

KEARTH101.com may revise this Agreement at any time by updating this posting without notice to you. Such revisions are effective to you as a user of this Site immediately upon posting. You should visit this page periodically to review the Agreement, because they are binding on you. The terms "you" and "user" as used in this Agreement refer to all individuals and/or entities accessing this Site for any reason.

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You understand, acknowledge and agree that the Site hereby grants you a limited personal, non-exclusive,

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You are authorized to download and view a single copy of the Material on the Site solely for your personal, noncommercial use provided that you shall not, nor will you allow any third-party (whether or not for your benefit) to copy, adapt the object code of the Site's software, HTML, Javascript, or otherwise, or reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Site creates to generate its pages on the website.

Access to the Materials may not be lawful by certain persons or in certain countries. You also understand, acknowledge and agree that downloading of any object code or software by website users in restricted countries is prohibited. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Without the prior written permission of the Owner and Operator of this Site, you agree not to display or use in any manner, the Site's trademarks, including without limitation, K-EARTH; K-EARTH and DESIGN; KRTH.

Notwithstanding any statement to the contrary in this Agreement, you will not use or attempt to use, and shall cause each other party under your control not to

use or attempt to use, any engine, software, tool, agent or other device or mechanism (including, without limitation, browsers, spiders, avatars or intelligent agents) to navigate or search the Site other than (a) the search engine and search agents available from the Site and (b) generally available third-party web browsers (e.g., Netscape Navigator or Microsoft Internet Explorer).

USER CONDUCT

This 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 ("Postings"), whether publicly posted or privately transmitted. You understand, acknowledge and agree that such Postings are the sole responsibility of the person from which such Postings originated. This means that you, the user, not KEARTH101.com are entirely responsible for the consequences of all Postings that you upload, post, email, transmit or otherwise make available via the Site. Users may not 1) post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; 2) post material that reveals trade secrets, unless you own them or have the permission of the owner to do so; 3) post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; 4) post material that is considered by the Site, in its sole judgment, to be obscene, indecent, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; 5) post a sexually-explicit image or statement; or 6) post advertisements or solicitations of business; post chain letters or pyramid schemes; or impersonate another person.

The Site does not represent or guarantee the truthfulness, accuracy, timeliness or reliability of Postings by users and does not endorse any opinions, which may be expressed by any user. You further agree that any reliance on such Postings by other users will be at your own risk. KEARTH101.com does not regularly

review, screen or monitor the Site and assumes no obligation to do so and will not be liable or responsible to any user for performance or nonperformance of such material. If notified by a user of any Posting or communication which allegedly does not conform to this Agreement, the Site may in its sole discretion investigate the allegation and may thereafter determine, in its sole discretion, whether or not to remove or request the removal of the material. You understand, acknowledge and agree that the Site reserves the right to expel users and prevent their further access to the Site for violating this Agreement or any applicable law, and may remove communications which are considered to be, in the Site's sole judgment, unlawful, harmful, threatening, abusive, obscene, indecent, libelous, disruptive, hateful, infringing, or racially, ethnically or otherwise objectionable.

You also grant the Site, its owner and operator, parent company(s), 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 such content (in whole or in part) and/or to incorporate it in other works in any form, media, or technology now known or later developed, for so long as any rights exist in such content. 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 also permit any other user to access, display, view, store and reproduce such content for such user's personal use. Subject to all of the foregoing, the owner of such content placed on the Site retains any and all rights that may exist in such content.

Email Policy

Email is an important communications channel for KEARTH 101 and KEARTH101.com. All email sent to us should be generated by the person in whose name the email account is registered. Email users shall not mask their identity by using a false name or another person's name or account. We will use your email address and the content of any email 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 email that addresses the Station's programming. Please see our Privacy Policy for details.

Any non-personal content you provide to the Site by email, 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 the Station and this Site for any purpose whatever, and we shall be free to reproduce, use, disclose and distribute such content without restriction.

Contests, Sweepstakes and Other Membership Activities

To participate in various Site activities, users must complete a registration process and will receive/select a "user name" and password. You understand, acknowledge and agree that you are responsible for maintaining the confidentiality of your Personal Information as defined in this Agreement and the user name and password received upon registration on the Site. You will be fully responsible for all uses of your registration and for any activity that occurs under your password or account, whether or not authorized by you. You further agree to immediately notify the Site of any unauthorized use of your registration and/or password.

Chat Rooms, Message Boards and Public Forums

By use of or registration for any Site activity such as message boards, chat rooms and other such public forums (collectively "Public Forums"), you understand, acknowledge and agree that you are automatically subject to the following rules of conduct and the Site's Privacy Policy. You further agree that we reserve the right, at our sole discretion, to terminate your membership or registration at any time, delete any or all of your postings, block access to your membership file or profile(s) and/or reject participation in any other activity or service provided to you by the Site. We also reserve the right to take such actions, with or without notice, and without any liability to the account holder and user.

As an entertainment service to our users, KEARTH101.com provides Public Forums that enable users to interact with other users and on-air talent, and share commentary on a variety of subjects. A variety of subjects may be discussed via Public Forums, however, use of such forums may only be for lawful and non-commercial purposes. The Site specifically prohibits certain uses and activities. You understand, acknowledge and agree that by access or registration on Public Forums, you are prohibited from use of the Site for any of such purposes below:

1. Posting any incomplete, false, fraudulent or inaccurate biographical information or general information, which is not your own information, or impersonating any other person.
2. Posting a profile for anything other than to participate in online discussion via the Public Forum.
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 person or entity.
5. Posting chain letters or pyramid schemes.
6. Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting for any reason.
7. Posting any obscene, indecent, defamatory, threatening, harassing, tortious, abusive, hateful

content, or any content that is embarrassing or harmful to another user or any other person or entity.

8. Posting any sexually explicit image or statement.

Advertising and Other Third-Party Content

This Site provides banner and general advertising, and other content provided by our Advertisers. You understand, acknowledge and agree that such third-party content on this Site is not an endorsement by the Station of the goods, services or messages conveyed in the content or the business practices (including the privacy policies) of such third-party content providers. Users may from time to time enter into correspondence with or participation in the advertising or promotions offered through the Site. However, all such correspondence, including, without limitations, and resulting contractual agreements are solely between the Advertiser and the user. You further agree that the Site is not responsible for upholding any applicable terms, conditions, representations of warranties made by Advertisers in connection with an agreement between users.

Hyperlinks To Third-Party Websites

This Site often provides links to third-party websites and other resources that could be of interest to our users, 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 the Site or Station of the content, advertising or business practices (including the privacy policies) of such third-party websites, whether the Station's logo or sponsorship identification is on the third-party website, or whether the Site conducts "framing," which allows a user to access several webpages or websites while still viewing a header or border from this Site. These third-party websites may have different privacy policies and business practices than we do. Therefore, 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. You further agree that the Site, its Owner and Operator, parent company, affiliates, successors and assigns, and their respective officers, directors, employees, agents and operational service providers will not, under any circumstances, be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on the content, advertising or business practices of linked third-party sites. If you decide to access and use linked third-party websites, you understand, acknowledge and agree that you do so at your own risk.

PRIVACY POLICY

To participate in various activities on the Site, you will be asked to provide certain true, complete and current Personal Information. All Personal Information and any additional type of information collected from users in general are subject to our Privacy Policy, which is incorporated by reference into this agreement. For more information, see our official Privacy Policy.

By submitting content to any public area of the Site (which includes, but is not limited to, contests, emails regarding Station programming, or Public Forums, you understand, acknowledge and agree that your content will be considered "Public Material" and will not be subject to the privacy protections generally afforded your Personal Information.

You further agree that the Site may save and archive any content of any nature posted to the Site and that the Site may, without liability to any user, disclose such content if required to do so by law or to comply with legal processes; to respond to claims that any of the content violates the property, privacy, publicity or any other rights of another individual, organization or corporation; or to protect the rights, property or safety of the Site, its Advertisers, employees, operational service providers, users and members of the public.

MODIFICATION, SUSPENSION OR DISCONTINUANCE

The Site reserves the right at time to modify or discontinue the service (or any part thereof) offered on the Site, on a temporary or permanent basis, with or without notice. You understand, acknowledge and agree that the Site will not be liable to you or to any third-party for any such modification, suspension or discontinuance of the service offered by the Site.

SECURITY

The Site's loyal listener/user and other membership activities are to be accessed only by registered users of the Site which should have only one unique user name with one unique password. If you are found to share passwords with any non-registered member we will terminate your membership immediately without notice. The following actions are also prohibited:

1. Accessing data not intended for such user or logging into a server or account in which the user is not authorized to access.
2. Attempting to probe, scan or test the vulnerability of the system or network or to breach the security or authentication measures of the Site without proper authorization.
3. Attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding", "spamming," "mailbombing," or "crashing" the Site or the server of any user.
4. Sending unsolicited email, including promotions and/or advertising of any activity, program, product or service.

Violations of the Site's system or network security may result in civil or criminal liability. The Site 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. The Site will also terminate the membership of any person that the Site believes, in its sole judgment, to have violated its security provisions.

INDEMNIFICATION AND LIMITATION OF LIABILITY

You understand, acknowledge and agree to defend, indemnify, and hold harmless CBS Radio East Inc., its parent company, affiliates, successors and assigns, advertisers, and operational service providers and their respective officers, directors, employees, representatives and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Material or your breach of the terms of this Agreement. The Site will attempt to provide notice to you promptly of any such claim, suit, or proceeding and will assist you, if requested and at your expense, in defending any such claim, suit or proceeding.

The Site and its Material may contain technical inaccuracies, typographical errors, and out of date information. The Site makes no representations about the accuracy, reliability, completeness, or timeliness of the Site or the Material, and the Site makes no warranty that the Site will meet your requirements. You understand, acknowledge and agree that the use of the Site and the Material is at your own risk. The Site reserves the right to make changes to the Site and Material at any time.

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THE SITE DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. YOUR USE OF THE SITE IS UNDERTAKEN SOLELY AT YOUR DISCRETION AND OWN RISK. IF YOUR USE OF THE SITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE SITE IS NOT RESPONSIBLE FOR THOSE COSTS.

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SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME OF THE DISCLAIMERS IN THIS AGREEMENT MAY NOT APPLY TO YOU BY OPERATION OF LAW.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE AGGREGATE LIABILITY FOR THE COMPANY TO USERS FOR ALL CLAIMS ARISING FROM YOUR USE OR INABILITY TO USE THIS SITE OR ANY OF THE MATERIAL IS LIMITED TO \$1.00 (ONE DOLLAR AND ZERO CENTS).

USER TERMINATION

The Site reserves the right, at its sole discretion, to terminate your membership or registration at any time, delete any or all of your Postings, or block access to the Site and/or any other service provided to you. The Site reserves the right to take such actions, with or without notice, and without any liability to the account holder or user.

GENERAL AND CONTACT INFORMATION

This Agreement is governed by the internal substantive laws of the State of New York, without respect to its conflict of laws provisions. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within New York. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, 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. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided in a particular "Legal Notice," or Software License or material on particular Web pages, this Agreement constitutes the entire agreement between you and the Site with respect to the use of Site.

No changes to this Terms and Use Agreement shall be made except by a revised posting on this page, and no advice or other information provided by the Site or its representatives to any user in any manner which is not posted on this page will constitute any amendment of, waiver or change to this Agreement.

The section titles in this Agreement are for your convenience only and do not have any legal or contractual effect.

If you have any questions regarding this Agreement, please contact the Site's Privacy Administrator via email at privacy@kearth101.com, or contact:

K-EARTH 101
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ATTN: Website Privacy Administrator

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