

Terms of Use

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Agreement. By using our site www.WBNX.com (“WBNX.com” or “the Website”), you agree to abide by the terms of the Terms of Use and the WBNX.com Privacy Policy. These are legally binding agreements between you and us; please read them carefully. When using WBNX.com, you also are subject to other posted guidelines or rules applicable to certain services available on our site. All such guidelines and rules are part of this Terms of Use and you agree to them by using WBNX.com. The Website is operated by Winston Broadcasting Network, Inc. The terms “we” and “our” refer to Winston Broadcasting Network, Inc. (“Winston”) and/or the Website.

Changes to the Terms of Use. We may change the Terms of Use from time to time, in which case we will post the revised Terms of Use on the Website. By continuing to use the Website after we post any such changes, you accept the Terms of Use as modified. We may change, restrict access to, suspend or discontinue the Website, or any portion of the Website, at any time in our sole discretion. From time to time, we may establish general practices, limits, or restrictions concerning the use of the Website and the posting of information, comments, images, or other materials by Website users and/or registered members of the Website.

Age, Registration and Posting. Personal information submitted to the Website is governed by the Website’s Privacy Policy. We are concerned about the safety and privacy of children and, therefore, we do not permit children under the age of 14 to post information, content, images, comments, or other matter on the Website. To post information, content, images, videos, comments, or other matter on WBNX.com, or to obtain access to certain WBNX.com services, you must be at least 14 years of age. WBNX.com reserves the right to condition use of the Website or posting of information, content, images, comments, or other matter to the Website to those Website users who become a registered user of the Website.

Right to Screen Content. We have the right (but not the obligation), in our sole discretion, to screen content submitted by users and to edit, move, delete, and/or refuse to accept any content that in our judgment violates these Terms of Use or is otherwise unacceptable or inappropriate, whether for legal or other reasons.

Content and Information Provided on or By WBNX.com. The content on the Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (“Content”) and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to Winston and/or WBNX.com, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited

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User Submissions. The Website may now or in the future permit the submission of information, content, images, videos, comments, or other matter by you and other users (“User Submissions”) and the hosting, sharing, and/or publishing of such User Submissions. You understand that whether or not such User Submissions are published, we do not guarantee any confidentiality with respect to any submissions. We assume no responsibility or liability for the deletion, corruption, or loss of any content submitted by a Website user, or for Winston’s or WBNX.com’s failure to receive or store submitted content for any reason, including, without limitation, malfunctioning of any network, hardware or software.

You will be solely responsible for your own User Submissions of whatever nature that you post on, transmit via or link to from the Website and are responsible for the consequences of posting or publishing them. In connection with User Submissions, you affirm, represent, and/or warrant that: (i) you are the owner of the content, or otherwise have the right to post such content to our Website; (ii) the content is accurate, (iii) the content will not violate the rights of or cause injury to any person or entity, (iv) you own or have the necessary licenses, rights, consents, and permissions to authorize Winston and WBNX.com to use the User Submissions in the manner contemplated by this Website and these Terms of Service; and (v) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Submission to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the User Submissions in the manner contemplated by this Website and these Terms of Service.

For clarity, you retain all of your ownership rights in your User Submissions. However, by submitting the User Submissions to WBNX.com, you hereby grant Winston and WBNX.com 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 Website and Winston’s (and its successor’s) business, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Website a non-exclusive license to access your User Submissions through the Website, and to use, reproduce, distribute, prepare derivative works of, display and perform such User Submissions as permitted through the functionality of the Website and under these Terms of Service. The foregoing license granted by you terminates once you remove or delete a User Submission from the Website.

In connection with User Submissions, you further agree that you will not: (i) 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 us all of the license rights granted herein; (ii) publish falsehoods or misrepresentations that could damage Winston, WBNX.com, or any third party; (iii) submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate; (iv) post advertisements or solicitations of business; (v) impersonate another person.

We do not endorse any User Submission or any opinion, recommendation, or advice expressed therein, and Winston and WBNX.com expressly disclaim any and all liability in connection with User Submissions. We do not permit copyright infringing activities or infringement of intellectual property rights on the Website, and we will remove all Content and User Submissions if properly notified that such Content or User Submission infringes on another's intellectual property rights. We reserve the right to remove Content and User Submissions without prior notice. If and when the Website requires registration, we will also terminate a User's access to the Website, if we determine, in our sole discretion, that the User is a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice and/or has had a User Submission removed from the Website more than twice. We also reserve 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 and violations of intellectual property law, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. We may remove such User Submissions and/or (if and when the Website requires registration) terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at our sole discretion.

Prohibited Content. By using the Website, you agree that you will not post or otherwise make available any content or material that:

- * is profane, sexually explicit, tortious, vulgar, obscene, libelous, abusive, misleading or unlawful, or infringes or invades the privacy or other rights of others or interferes with the ability of others to enjoy the Website;
- * harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- * harms minors in any way;
- * impersonates any person or entity, including, but not limited to, a Winston or WBNX-TV employee or another WBNX.com member, or that falsely states or otherwise misrepresents your affiliation with a person or entity;
- * includes personal or identifying information about another person without that person's express consent;
- * is false, deceptive, misleading, deceitful or misinformative;
- * is non-local or otherwise irrelevant;
- * infringes any copyright, patent, trademark, trade secret or other proprietary rights of any party;

- * you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

- * constitutes or includes unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of unauthorized solicitation;

- * contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Website or any computer software or hardware or telecommunications equipment;

- * interferes with or disrupts the Website service or servers or networks connected to WBNX.com, or disobeys any requirements, procedures, policies or regulations of networks connected to the Website;

- * intentionally or unintentionally violates any applicable local, state, national or international law;

- * provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

Prohibited Behavior. By using the Website, you agree that you will not:

- * contact anyone who has asked not to be contacted;

- * engage in personal attacks, harass or threaten, question the motives behind others’ posts or comments, deliberately inflame or disrupt the conversation, or air personal grievances about other members of the community.

- * collect personal data about, or the e-mail addresses of, other WBNX.com users for commercial or unlawful purposes or for purposes of sending unsolicited commercial e-mail;

- * repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on the Website infrastructure;

- * take or cause to be taken any action that disrupts the normal flow of postings and dialogue on the Website (such as submitting an excessive number of messages—i.e., a flooding attack), or that otherwise negatively affects other users’ ability to use the Website and/or services;

- * use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Website. Exception is made for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that otherwise comply with our Terms of Use.

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Your Responsibilities. You agree to use the Website in accordance with this Terms of Use, including our Privacy Policy.

If you see something on the Website that you believe is inaccurate, or about which you hold a different opinion, feel free to post a comment (if and when commenting services are available). If you see something on the Website that you believe violates these Terms of Use, interferes with the ability of others to enjoy the Website, or is otherwise objectionable, please notify our Webmaster.

Your interactions with companies, organizations and/or individuals found on or through our Website, including any purchases, transactions, or other dealings, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such companies, organizations and/or individuals. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between persons who are users of this Website, or between a Website user and any third party, you understand and agree that we are under no obligation to become involved in any respect. In the event that you have a dispute with one or more other Website users, you release Winston, WBNX.com, their officers, employees, agents, representatives and successors from any claims, demands and damages of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Website.

You agree not to use or launch any automated system, including without limitation, “robots,” “spiders,” “offline readers,” etc., that accesses the Website in a manner that sends more request messages to the WBNX.com servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, Winston and WBNX.com grant the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Winston and WBNX.com reserve 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 (if any), from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

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Miscellaneous. The Website and/or its content may be transmitted to you over various networks, and any content that you contribute may be modified to comply with these Terms of Use or to conform and adapt to our technical requirements and those of connecting networks or devices.

You are solely responsible for obtaining access to the Website, and you must provide and be responsible for all equipment needed to access the Website.

Our failure to exercise or enforce any of our rights or to enforce any provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of this Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the

court should endeavor to give effect to the parties' intentions as reflected in the provision, and that all other provisions of the Terms of Use will remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms of Use or use of the Website must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Choice of Law and Forum. Any dispute of any sort that might arise between you and WBNX.com will be governed by the laws of the United States and of the State of Ohio, without regard to their principles of conflict of laws. You and WBNX.com submit to the exclusive jurisdiction of the state and federal courts in the Northern District of Ohio.

Feedback. We welcome your questions or comments about these Terms of Use or our Website, and also welcome any suggestions you may have for improvement of our Website.

Copyright Infringement Notification

To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of the Copyright Act to confirm these requirements):

- 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 the service provider to locate the material.
- iv. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- 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.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints
Attn: Legal Liaison
WBNX-TV
Winston Broadcasting Network, Inc.
PO Box 91660
Cleveland, OH 44101
Fax: 330-929-2410
Email: copyright@wbnc.com

Please also note that under Section 512(f) any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Counter-Notification

If you elect to send us a counter notice, to be effective it must be a written communication provided to our designated agent that includes substantially the following (please consult your legal counsel or see 17 U.S.C. Section 512(g)(3) to confirm these requirements):

- A. A physical or electronic signature of the person submitting the counter notice.
- B. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

- C. A statement under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- D. The name, address, and telephone number of the person submitting the counter notice, and a statement that such person consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the address is outside of the United States, for any judicial district in which the service provider may be found, and that the person submitting the counter notice will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

Such written notice should be sent to our designated agent as follows:

DMCA Complaints
Attn: Legal Liaison
WBNX-TV
Winston Broadcasting Network, Inc.
PO Box 91660
Cleveland, OH 44101
Fax: 330-929-2410
Email: copyright@wbx.com

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers.

WBNX.com reserves the right to change the terms and conditions of this notification policy from time to time.