

# Terms & Conditions

---

## 1. ACCEPTANCE OF TERMS

GoRadio, LLC (“GoRadio,” “we,” “us,” or “our”) welcomes you. We’re excited that you have decided to access and use [www.goradio.com](http://www.goradio.com) site and other websites and applications owned or operated by GoRadio or its affiliates and partners where these Terms and Conditions are posted (collectively, the “Sites”).

GoRadio provides you access to the Sites subject to the following Terms and Conditions of Use, which may be updated by us from time to time without notice to you. By accessing and using the Sites, you acknowledge that you have read, understood and agree to be legally bound by the terms and conditions of these Terms and Conditions of Use and the terms and conditions of GoRadio’s Privacy Policy, which are hereby incorporated by reference (collectively, this “Agreement.”). If you do not agree to any of these terms, then please do not access or use the Sites.

## 2. COMMUNITY GUIDELINES

Our community, like any community, functions best when its people follow a few simple rules. By accessing and/or using the Sites, you hereby agree to comply with these community rules and that:

- You will conduct yourself in a mature manner that lends itself to civil discourse; You will not use the Sites for any unlawful purpose or to engage in any commercial activities, including, without limitation, raising money; advertising or promoting a product, service, or company; or engaging in any pyramid or other multi-tiered marketing scheme;
- You will not upload, post, e-mail, transmit, or otherwise make available any content that: infringes any copyright, trademark, or other proprietary rights of any person or entity; or is threatening, tortious, defamatory, libelous, indecent, obscene, pornographic, invasive of another’s privacy, or promotes violence; or discloses any personal information about another person, including that person’s name, e-mail address, postal address, phone number, credit card information, or any similar information;
- You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- You will not “stalk” or otherwise harass another; and
- You will not interfere with or attempt to interrupt the proper operation of the Sites through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or attempt to gain access to any data, files, or passwords related to the Sites through hacking, password mining, or any other means.

Please be aware that the majority of the content found on or through the Sites is for general audiences, but there may be certain adult or mature content. Accordingly, individuals who are less than 13 years of age should not use the Sites. If you do use the Sites, you represent and warrant that you are at least 13 years of age.

We reserve the right, in our sole and absolute discretion, to deny you access to the Sites, or any portion of the Sites, without notice.

### 3. SIGN-IN NAME; PASSWORD; UNIQUE IDENTIFIERS

During the registration process for the Sites, we will ask you to create an account, which includes a unique username (“Username”), password (“Password”), and perhaps certain additional information that will assist in authenticating your identity when you log-in in the future (“Unique Identifiers”). When creating your account, you must provide true, accurate, current, and complete information. Each Username and corresponding Password can be used by only one registered user. You are solely responsible for the confidentiality and use of your Username, Password, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Sites using one or more of them. You agree to (a) immediately notify GoRadio of any unauthorized use of your Password, Username, and/or Unique Identifiers, and (b) ensure that you exit from your account at the end of each session. GoRadio reserves the right to delete or change your Password, Username, or Unique Identifier at any time and for any reason. GoRadio will not be liable for any loss or damage caused by any unauthorized use of your account.

### 4. PAYMENT

If you order anything from GoRadio requiring payment, you hereby agree that GoRadio may immediately authorize your credit card (or other approved facility) for payment for the services and/or products ordered under your Password (as defined below).

As set forth more fully in Section 3 above, you must keep your password strictly confidential. You are fully responsible for all activities that occur under your Password, and you agree to be personally liable for all charges incurred under your Password. Your liability for such charges shall continue after termination of this Agreement.

If you have a question about a transaction on your credit card statement, please use the "Contact Us" section of the Site to contact customer service.

### 5. INTELLECTUAL PROPERTY

The Sites and all of their content including, but not limited to, audio streams, articles, other text, photographs, illustrations, graphics, product names, designs, logos, video material, and audio clips (collectively, “the Site Materials”) are protected by copyright, trademark, and other laws of the United States, as well as international conventions and the laws of other countries, and are owned and/or licensed to GoRadio. The compilation (i.e., the collection, arrangement, and assembly) of all content on the Sites is the exclusive property of GoRadio and is protected by U.S. and international copyright laws. All software used on the Sites is the property of or is licensed to GoRadio and is protected by U.S. and international copyright laws.

Any copying, reproducing, republishing, uploading, posting, modifying or transmission or distribution of any Site Materials, in whole or in part, is strictly prohibited and will be considered a violation of GoRadio’s intellectual property rights and could result in legal liability and/or criminal sanction.

The trademarks, logos, and service marks displayed on the Sites (collectively, the “Trademarks”) are the trademarks of GoRadio and other parties. Nothing contained in the Sites should be construed as granting by implication, estoppel or otherwise, any license or right to use any Trademark displayed on the Sites without the written permission of GoRadio or the third party that owns the Trademarks specific for each such use. Your use of the Trademarks displayed on the Sites, or any other content on the Sites, except as provided in this Agreement, is strictly prohibited. Use of the Trademarks as part of a link to or from any site is prohibited

unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the Trademarks inures to the Trademark owner's benefit, whether GoRadio or a third party.

Elements of the Sites are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including but not limited to the use of framing or mirrors. None of the Site Materials may be retransmitted without our express, written consent for each and every instance.

## 6. USER SUBMISSIONS

Any messages, suggestions, materials, photos, works of art or authorship, ideas, or concepts that are submitted through the Sites by you ("Submitted Materials") shall become, and remain, the property of GoRadio. You agree that any Submitted Materials, in whole or in part, may be used by GoRadio for any purpose, including modification, reproduction, transmission, publication, advertising, press, publicity, broadcast, and posting in any media now known or hereafter devised. You additionally agree that GoRadio is free to use any ideas, concepts, techniques, or know-how contained in any Submitted Materials you send to or post on or via the Sites for any purpose whatsoever, including, but not limited to, developing, manufacturing, marketing, and selling products and services based upon such information without any obligation to compensate you or anyone else for them. By submitting such Submitted Materials, you are assigning and transferring any and all right, title, and interest in Submitted Materials to GoRadio, including any moral rights. You represent and warrant that Submitted Materials do not infringe any third-party intellectual property rights. You agree to comply with the community guidelines set forth in Section 2 above. We shall have the right, in our sole and absolute discretion, to edit or remove any Submitted Materials, in whole or in part, which we believe violates any provision of this Agreement.

Do not post your or any other person's personal information in any message boards or other part of the sites accessible to users, including your or their telephone number, credit card information, or home, business, or email address. Any posting of such personal information is expressly at your own risk.

## 7. NO WARRANTIES/LIMITATION OF LIABILITY

The site materials provided on the sites are for informational and/or entertainment purposes only. GoRadio makes no warranties regarding the quality, reliability, truthfulness, accuracy, completeness or non-infringement of any Site Materials. Unless otherwise stated expressly, any opinion, view or idea expressed or implied in any Site Materials or any content contributed or published by visitors to or on the Sites or otherwise disseminated or sent to GoRadio or others on or via the Sites ("Visitor Content") is the author's own and does not necessarily reflect the views of GoRadio, its affiliates or any of their respective employees, officers, directors, stockholders, agents, consultants, assignees, affiliates, partners, contractors, professional advisors, advertisers, content providers and any and all other individuals and organizations providing services on behalf of GoRadio (collectively, the "GoRadio Parties"). You acknowledge and agree that the bloggers and other contributors that GoRadio permits to post content to the Sites are not agents of GoRadio and that GoRadio does not sufficiently edit or control statements that they make.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE CONTENTS, PRODUCTS, OR SERVICES ON THE SITES, INCLUDING THE SITE MATERIALS AND VISITOR CONTENT. THE GO RADIO PARTIES SHALL NOT BE SUBJECT TO LIABILITY FOR ANY DELAYS OR INTERRUPTIONS OF THE SITES FROM WHATEVER CAUSE. YOU AGREE THAT YOU USE THE SITES AT YOUR OWN RISK.

WE DO NOT WARRANT THAT THE SITES WILL OPERATE ERROR-FREE OR THAT THE SITES OR THEIR SERVERS ARE FREE OF COMPUTER VIRUSES OR SIMILAR CONTAMINATION OR DESTRUCTIVE FEATURES. IF YOUR USE OF THE SITES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE GORADIO PARTIES SHALL NOT BE RESPONSIBLE FOR THOSE COSTS.

THE SITES, THE SITE MATERIALS, AND THE PRODUCTS AND SERVICES ON THE SITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

IN NO EVENT SHALL THE GORADIO PARTIES BE LIABLE FOR ANY LOSS, DAMAGE, INJURY, LIABILITY, CLAIM OR ANY OTHER CAUSE OF ACTION OF ANY KIND (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) ARISING FROM THE USE OR INABILITY TO USE THE SITES OR THE USE, DISSEMINATION OF OR RELIANCE ON ANY SITE MATERIALS, VISITOR CONTENT, OR ANY OTHER CONTENT PROVIDED ON THE SITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE GORADIO PARTIES’ LIABILITY SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF ANY OF THE SITES, ANY SERVICES OR PRODUCTS, OR WITH ANY OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES.

## 8. EXTERNAL SITES

The Sites may contain links to third-party websites and such third-party websites may be accessible through the Sites (collectively, the “External Sites”). These links and such accessibility are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

## 9. INDEMNIFICATION

You agree to indemnify and hold the GoRadio Parties harmless from all claims, liabilities, losses, damages, and expenses (including attorneys’ fees and expenses) arising out of or relating to (a) your use of any parts of the Sites, Site Materials, Submitted Materials, Visitor Content, Trademarks, products and services on the Sites; (b) your alleged breach of this Agreement; or (c) the suspension or termination of your account as provided

in this Agreement. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

#### 10. DIGITAL MILLENNIUM COPYRIGHT ACT

GoRadio respects the intellectual property rights of others and attempts to comply with all relevant laws. We will review all claims of copyright infringement received and remove any content, including user content, deemed to have been posted or distributed in violation of any such laws. Our designated agent under the Digital Millennium Copyright Act (the “Act”) for the receipt of any Notification of Claimed Infringement which may be given under that Act is as follows:

GoRadio, LLC, 220 West 42<sup>nd</sup> Street, New York, NY 10036 Attn: General Counsel. Email: [legal@goradio.com](mailto:legal@goradio.com).

If you believe that your work has been copied on the Sites in a way that constitutes copyright infringement, please provide our agent with notice in accordance with the requirements of the Act, including (i) a description of the copyrighted work that has been infringed and the specific location on the Sites where such work is located; (ii) a description of the location of the original or an authorized copy of the copyrighted work; (iii) your address, telephone number and e-mail address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; (v) a statement by you, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf; and (vi) an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

#### 11. TERMINATION

In addition and without prejudice to any other legal or equitable remedies available to GoRadio, GoRadio may terminate your right to use the Sites at any time and for any reason whatsoever. Subject to the “Survivability” provisions of Section 14 below, you may terminate this Agreement by closing your account with GoRadio, paying any and all outstanding balances owed by you to GoRadio, and ceasing any and all use of the Sites.

#### 12. COMPLIANCE WITH APPLICABLE LAWS

The Sites are based in the United States. We make no claims concerning whether the content of the Sites may be downloaded, viewed, or be appropriate for use outside of the United States. If you access the Sites or the content from outside of the United States, you do so at your own risk. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. The Sites may contain references to products or services not available in all countries. GoRadio does not market all of its products or services in all countries. Software from any part of the Sites may be subject to U.S. and Canadian export controls.

#### 13. CHOICE OF LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed exclusively in that State. Any court of competent jurisdiction sitting within the New York City, New York will be the exclusive jurisdiction and venue for any dispute arising out of or relating to this

Agreement. The losing party shall pay all reasonable fees and costs (including attorneys' fees) resulting from any claim or dispute arising from this Agreement.

#### 14. MISCELLANEOUS

This Agreement constitutes the entire agreement between you and GoRadio, and supersedes all prior written or oral agreements or communications with respect to the subject matter herein. Any modifications to this Agreement must be set forth in writing and acknowledged by an authorized representative of GoRadio. Our failure to act on or enforce any provision of the Agreement shall not be construed as a waiver of that provision or any other provision in this Agreement. No waiver shall be effective against us unless made in writing, and no such waiver shall be construed as a waiver in any other or subsequent instance.

Sections 5, 6, 7, 8, 9, 11, 12, 13, and 14 of this Agreement shall survive any termination or expiration of this Agreement or use of the Sites. If any term of this Agreement is declared unlawful, void or for any reason unenforceable by any court, then such term will be deemed severable from the remaining terms and will not affect the validity and enforceability of such remaining terms. The section headings in this Agreement are for convenience only and must not be given any legal import. This Agreement may be assigned by GoRadio at any time. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The Sites are owned and operated by GoRadio, LLC, 220 West 42<sup>nd</sup> Street, New York, NY 10036. For further information about GoRadio, LLC or the Site, please visit the "[Contact Us](#)" section of the Sites. You may have this same information sent to you by e-mail by sending a letter to GoRadio, LLC, 220 West 42<sup>nd</sup> Street, New York, NY 10036, Attn: General Manager with your e-mail address and a request for this information.

© 2011 GoRadio, LLC All rights reserved.