

KVPM Precious 95.7 FM

TERMS AND CONDITIONS

Thank you for choosing KVPM Precious 95.7 FM (“Precious 95.7” or “we” or “our” or “us”). This Terms and Conditions Agreement (the “Terms”) is a legal agreement between you and Precious 95.7 and governs your use of the Services. The “Services” means our website, www.radioprecious957.com, and any other website, social media pages, or apps owned or operated by Precious 95.7 (or related companies) (together, the “Site”) and any and all products and services provided to you by Precious 95.7. By using our Services, you or your business (also “you” or “your” or “their” or “user”) agree to be bound to these Terms, and to the extent such acceptance by you is made on behalf of any entity or other organization, the individual making such acceptance represents and warrants they are authorized to bind such entity or other organization to these Terms.

BEFORE VIEWING OR BROWSING THE SITE OR USING THE SITE OR ANY PRODUCTS OR SERVICES OF PRECIOUS 95.7, PLEASE READ THESE TERMS CAREFULLY, AS THEY (AMONG OTHER THINGS) LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

BY USING OUR SERVICES, CREATING AN ACCOUNT, DOWNLOADING ANY APP WE MAY OFFER, ENTERING A CONTEST OR SPECIAL EVENT WE OFFER, AND/OR COMPLETING A PURCHASE WITH US YOU AGREE TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS HEREIN. YOUR ACCEPTANCE OF THESE TERMS CREATES A LEGALLY BINDING CONTRACT BETWEEN YOU AND PRECIOUS 95.7. IF YOU DO NOT AGREE WITH ANY ASPECT OF THESE TERMS, THEN DO NOT USE THE SITE OR SERVICES, CREATE AN ACCOUNT WITH US, OR MAKE ANY PURCHASE.

1. **Privacy Policy.** Precious 95.7’s Privacy Policy, found on the stations web page hereby incorporated into these Terms. Please read the Privacy Policy and these Terms carefully for details relating to our collection, use, and disclosure of your Personal Information (defined therein).
2. **Individual Features and Services.** When using the Site, you will be subject to any additional posted guidelines or rules applicable to specific services, offers, and features we may communicate from time to time (the “Guidelines”). All such Guidelines are hereby incorporated by reference into these Terms. Please note that additional and/or different conditions and terms of use may apply to media, contests, competitions, or products or services provided through one or more of our partners or business associates, and you should refer to those before using such.
3. **Modification.** We may make modifications, deletions, and/or additions to these Terms (“Changes”) at any time. Changes will be effective: (a) thirty (30) days after we provide notice of the Changes, whether such notice is provided via the Site, any app we offer, or through other user interfaces, is sent to the email or address or phone number associated with your Account, or otherwise; or (b) when you opt-in or otherwise expressly agree to the Changes or a version of these Terms incorporating the Changes, whichever comes first.
4. **Accounts.**
 - 4.1. For some aspects of our Site, you may need to or be able to register an account with us via our Site or any app we offer (“Account”). To use the Site in this manner and/or register an Account, you must represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use the Site, and also provide a valid email address and password to create your login profile for the Account.
 - 4.2. All information that you provide to Precious 95.7 or its vendors, agents, associates, or partners, is subject to Precious 95.7’s web page the respective third party policy. You are responsible for keeping

your information up to date through any Account management options on the Site. Each Account and the rights and privileges provided to Account holders is personal and non-transferable. You agree to: (a) provide accurate, current, and complete information about you as may be prompted by any signup, login, and/or registration forms associated with our Site for any Account (“Registration Data”); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current, and complete; (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to us; (e) and to notify us immediately of any unauthorized use of your Registration Data or of any other breach of security regarding your Account.

- 4.3. As an Account holder in connection with the Site or a registered user of the Site, you agree to receive emails or texts promoting any special offer(s), including third party offers. We may from time to time send you our newsletter and similar communications. You may opt-out from receiving special promotions or our newsletter by opting to unsubscribe as may be provided in the applicable email correspondence. You cannot opt-out of certain emails regarding transactions you enter into with us.
- 4.4. Certain services may be available exclusively online through the Site. We reserve the right, but are not obligated, to limit the offering of our services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any services that we offer. All descriptions or pricing for services are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any Services at any time. Any offer for any services made on our Site is void where prohibited.
5. **International Access.** The Site may be accessed from countries other than the United States. However, the Site and/or Services may be only available within the continental United States and U.S. territories. If you access and use this Site outside the United States you are responsible for complying with your local laws and regulations. We make no representation that any part of the Site or available service is appropriate or available for use in other locations. Users may not download, use, export, or re-export any content posted including any Precious 95.7 Materials (defined herein) on or through the Site or any software utilized or available in connection with the Site or Services in violation of any applicable laws or regulations, including, without limitation, United States export laws, regulations, and controls.
6. **Ownership; Proprietary Rights.** The Site is owned and operated by Precious 95.7. The content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, Site, and all other elements thereof that are provided by Precious 95.7 (“Precious 95.7 Materials”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. All Precious 95.7 Materials are the proprietary property of Precious 95.7 or its subsidiaries or affiliated companies and/or third-party licensors, or as otherwise noted in connection therewith. All trademark, service mark, and trade name rights mentioned on the Site or in connection with the products or services offered are the property of their respective owners. Except as expressly authorized by Precious 95.7, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, infringe upon, or otherwise make unauthorized use of the Precious 95.7 Materials.
7. **Errors, Inaccuracies, and Omissions.** Occasionally there may be information on the Site that contains errors, inaccuracies, or omissions that may relate to promotions, offers, and availability of Services. This Site may also contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. You agree that it is your responsibility to monitor changes to our Site.
8. **Third Party Sites.** These Terms apply to our Site and Services. The Site, and our Services, may include advertisements or other links that allow you to access web sites or other online services that are owned

and operated by third parties. We and our third-party providers, affiliates, agents, and licensors may be active investors in businesses related to or mentioned on this Site and may or may not have open investment positions in those businesses. You assume any and all risk associated with your purchase decisions irrespective of whether we or our third-party providers, affiliates, agents, or licensors hold positions in products mentioned on the Site. You acknowledge and agree that Precious 95.7 is not responsible and shall have no liability for the content of such third party sites, and products, or services made available through them, or your use of or interaction with them. If provided, you should review the terms and conditions of any linked websites or resources carefully.

9. **Third-Party Services.** The Services may include features or functionality that interoperate with online services operated by third parties (such services, “Third-Party Services”), pursuant to agreements between Precious 95.7 and the operators of such Third-Party Services (such agreements, “Third-Party Agreements” and such operators, “Operators”) or through application programming interfaces or other means of interoperability made generally available by the Operators (“Third-Party APIs”) which Precious 95.7 does not control. Third-Party Agreements and Third-Party APIs (and the policies, terms, and rules applicable to Third-Party APIs) may be modified, suspended, or terminated at any time. Precious 95.7 shall have no liability with respect to any such modification, suspension, or termination. You are responsible for ensuring that your use of the Site in connection with any Third-Party Services complies with all agreements, policies, terms, and rules applicable to such Third-Party Services.

10. Prohibited Uses

- 10.1. As a condition of your use of the Site and our Services, you will not use such for any purpose that is unlawful or prohibited by these Terms. Access to the Precious 95.7 Materials or the Site, and Services from locations where their contents are illegal is strictly prohibited. You are responsible for complying with all local rules, laws, and regulations including, without limitation, rules about intellectual property rights, the internet, technology, data, email, payments, or privacy.
- 10.2. Any use of any of the Precious 95.7 Materials other than for private, non-commercial use is strictly prohibited.
- 10.3. You may not use the Site and Services generally and the Site specifically in any manner that in our sole discretion could damage, disable, overburden, or impair them or interfere with any other party’s use of the Site and Services. You may not intentionally interfere with or damage the operation of the Site or Services or any user’s enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code. You may not remove, circumvent, disable, damage, or otherwise interfere with any security-related features of the Site and Services, features that prevent or restrict the use or copying of any content accessible through the Site or Services, or features that enforce limitations on the use of the same. You may not attempt to gain unauthorized access to the Site or Services, or any part of them, other accounts, computer systems or networks connected to the Site or Services, or any part of them, through hacking, password mining, or any other means, or interfere or attempt to interfere with the proper working of the Site or Services or any activities conducted on or in connection with the same. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site or Services. You agree neither to modify the Site or Services in any manner or form, nor to use modified versions of such, including (without limitation) for the purpose of obtaining unauthorized access to the Site or Services. Any resale or commercial use of the Site or Services or the Precious 95.7 Materials is prohibited, as is the distribution, public performance, or public display of any Precious 95.7 Materials, the sending any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters, or other form of solicitation, the collecting or storing any personal

information from other users of the Site, and any use of our Site or Services, or the Precious 95.7 Materials other than for their intended purpose.

- 10.4. The Site may contain robot exclusion headers. You agree that you will not use any robot, spider, scraper, crawler, or other automated means to access the Site or Services for any purpose without our express written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site or Services.
- 10.5. You may not utilize framing techniques to enclose any trademark, logo, or other Precious 95.7 Materials without our prior, express, written consent. You may not use any metatags or any other "hidden text" utilizing Precious 95.7's name or trademarks without our prior, express, written consent.
- 10.6. You may not deep-link to the Site and shall upon notice from Precious 95.7 promptly remove any links that Precious 95.7 finds objectionable in its sole discretion. You may not use any Precious 95.7 logos, graphics, or trademarks as part of the link without our prior, express, written consent.
- 10.7. You may not send junk or unsolicited mail to other users of the Site, including, but not limited to unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.
- 10.8. Any use of our Site, Services, or the Precious 95.7 Materials other than as specifically authorized in these Terms, without our prior written permission, is strictly prohibited and will terminate any license or rights granted herein to you. Such unauthorized use may also violate applicable laws including, but not limited to, copyright and trademark laws and applicable communications regulations and statutes. We have the right to terminate the access, orders, and/or Accounts of users who we believe in good faith to be violating any laws whatsoever. Unless explicitly stated herein, nothing in these Terms will be construed as conferring any license to intellectual property rights, whether by estoppel, implication, or otherwise.
11. **Information.** In order to access certain aspects of the Site or our Services, you may be required to create and Account and/or provide specific information. All information about you must be truthful. Any Account or access codes or passwords provided should be safeguarded at all times. You are responsible for the security of your Account and access codes and passwords and will be solely liable for any use or unauthorized use of the Site or Services under such access codes or passwords. We may suspend or terminate your access at any time with or without notice. To understand how we use information collected from you, please read the terms on the stations web page
12. **User Communications.** Under these Terms, you consent to receive communications from Precious 95.7 electronically, including via email and/or texts. We may communicate with you by email or by posting notices on the Site. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. Our Site may also allow users to create, upload, and share information in connection with the Services. The Site, including social media pages or sites connected to Precious 95.7, may allow you or other users to post, link, store, or otherwise make available a wide variety of information, text and/or other materials to others ("User Content"). You are solely responsible for your use of User Content and use it at your own risk. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce your User Content. By using any User Content, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through our Site or Services any of the following:

- User Content that is unlawful, libelous, defamatory, obscene, pornographic, harassing, threatening, invasive of privacy or publicity rights, deceptive, fraudulent, or otherwise objectionable (as determined in our reasonable discretion);
- User Content that would constitute, encourage, or provide instructions for a criminal offense, violate the rights of any party or that would any local, state, national, or international law;
- User Content that may infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party;
- User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity; or that provides private information of any third party including addresses, phone numbers, email addresses, Social Security numbers, and similar information;
- User Content that, in our sole judgment, is objectionable or that restricts or inhibits any other person from using and benefiting from our Services, including, without limitation, User Content that contains or installs any viruses, worms, malware, Trojan horses, or other harmful or destructive content;
- User Content that is spam, is machine- or randomly-generated, or contains unethical or unwanted commercial content, or that furthers unlawful acts (such as phishing) or misleads recipients as to the source of the material (such as spoofing);
- User Content that does not comply strictly with any carrier agreements and terms associated with your mobile device; and
- User Content that attempts to disrupt the Site or Services.

We may from time to time provide interactive services on our Site, including, without limitation: user-maintained help website, chat rooms, and bulletin boards. Where we do provide any interactive service, we will attempt to provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical). We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on our Site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor, or moderate any interactive service we provide on our Site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

13. Ownership of Feedback, Testimonials, User Content; User Warranty and Indemnification

- 13.1. You are under no obligation to provide any reviews, comments, suggestions, ideas, enhancement requests, feedback, and recommendations (“Feedback”) to us. You hereby agree that Precious 95.7 alone (and its licensors, where applicable) shall own all right, title, and interest, including all related intellectual property rights, in and to any Feedback you provided to Precious 95.7 in any media regarding Precious 95.7 Materials, and accordingly hereby assign such to Precious 95.7 without any requirement for compensation or accounting therefor. You hereby waive any and all of your rights of droit moral and similar rights with respect to any Feedback.
- 13.2. From time-to-time, Precious 95.7 may permit end-users to submit reviews and testimonials regarding certain of the Services, as well as biographical information associated with such end-users (collectively “Testimonials”). By submitting a Testimonial, you irrevocably grant to Precious 95.7 the right to use the Testimonial, or any portion thereof, in any and all forms of marketing and promotional material, whether now known or hereinafter developed for any and all uses. You certify to Precious

95.7 that everything you state in the Testimonial is true and an expression of your personal belief. You acknowledge and agree that: (a) at no time did Precious 95.7 provide you with any consultation, advice, or guidance with respect to the substance of the Testimonial; (b) you are not an employee, officer, or director of Precious 95.7; (c) you are not an immediate family member of an employee, officer or director of Precious 95.7; and (d) you are not living in the same household with an employee, officer, or director of Precious 95.7. You understand and agree that the Testimonial, in whole or in part, may be edited and/or dramatized, and that any part of the Testimonial may be used without compensation to you. You agree that no ad or other material incorporating or making reference to the Testimonial need be submitted to you for approval. Precious 95.7 shall be without liability to you whatsoever for any distortion or illusionary effect resulting from its publication of the Testimonial. You expressly release Precious 95.7 from any and all claims that you have or may have for breach of right of publicity, invasion of privacy, defamation, copyright infringement, or any other claim or cause of action arising out of or in connection with any production, distribution, duplication, broadcast, exhibition, publication, ad, or promotion utilizing or incorporating the Testimonial, or any other use of the Testimonial whatsoever. You acknowledge and agree that Precious 95.7 shall not be liable for any causes of action or claims related to your decision to provide the Testimonial to Precious 95.7.

13.3. You also hereby grant Precious 95.7 a nonexclusive, royalty-free, full-paid, perpetual, irrevocable, world-wide, assignable, licensable, and transferrable license to use and otherwise exploit any User Content or information other than Feedback provided by you or any other party relating to the Precious 95.7 Materials on or in any and all media (now known or hereafter developed) as Precious 95.7 deems necessary to its business. This license survives termination of these Terms. We reserve the right, and have absolute discretion, to remove, screen, or edit any Feedback or User Content posted or stored on the Site at any time and for any reason without notice. You are solely responsible for creating backup copies of and replacing any User Content you post or store on our Site or through our Services, at your sole cost and expense.

13.4. You represent and warrant that: (a) you will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations, and/or agreements from any employee or third party that are necessary for us to collect, use, and share User Content in accordance with these Terms and (b) no User Content, when used to provide Services hereunder, infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights.

13.5. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS PRECIOUS 95.7 AND, IF RELEVANT, ITS VENDORS, AGENTS, ASSOCIATES, AND/OR PARTNERS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL PROCEEDING TO THE EXTENT ARISING FROM OR ANY ACT OR OMISSION OF OR BY YOU IN RELATION TO PRODUCTS, SERVICES, USER CONTENT, OR YOUR BREACH OF THESE TERMS. Your indemnification obligations under this Section are contingent upon: (a) Precious 95.7 providing you with prompt written notice of such claim (except that your indemnification obligations shall not be limited except to the extent they would be prejudiced by a delay); (b) Precious 95.7 providing reasonable cooperation to you, at your expense, in the defense and settlement of such claim; and (c) you having sole authority to defend or settle such claim, provided, however, you shall obtain Precious 95.7's written consent prior to entering any settlement which admits guilt or culpability on the part of Precious 95.7 or requires Precious 95.7 to take any action (such consent not to be unreasonably withheld).

14. **Availability of Services.** Precious 95.7 may make changes to or discontinue any of the media, contests, content, or services available within the Site at any time, for any reason, and without notice. Precious 95.7 makes no commitment to update the media, contests, content, or services on the Site.

15. **Notice.** Except as explicitly stated otherwise, legal notices shall be served by a user on Precious 95.7's national registered agent, or by Precious 95.7 to the email address you provide to Precious 95.7 during any Account registration process. Notice shall be deemed given 24 hours after a notice is sent by email, unless the sending party is notified that the email address is invalid. You agree that any notices, agreements, disclosures, or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. Alternatively, in our sole discretion, we may give you legal notice by mail to the mailing address provided during the registration or purchase process via the Services. In such case, notice shall be deemed given three (3) days after the date of mailing.

16. Violations; Termination.

16.1. You agree that Precious 95.7, in its sole discretion and for any or no reason, may terminate any Precious 95.7 user, member, or Account (or any part thereof) or your use of the Site or Services, at any time. Precious 95.7 may also in its sole discretion and at any time discontinue providing access to the Site or Services, or any part thereof, with or without notice.

16.2. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, account holders who are deemed to be repeat infringers. We may also at our sole discretion limit access to our Services and/or terminate the Accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement. Additionally, we reserve the right to limit access to our Site and Services and/or terminate Accounts of any users, for reasons of our own discretion that we are not obligated to reveal, at any time.

16.3. You agree that any termination of your access to the Site or Services or any Account you may have with us or portion thereof may be effected without prior notice, and you agree that Precious 95.7 shall not be liable to you or any third-party for any such termination. Precious 95.7 does not permit copyright infringing activities on the Site, and reserves the right to terminate access to the Site and/or Services, and remove all content submitted, by any persons who are found to be repeat infringers. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of the Site or Services may be referred to appropriate law enforcement authorities.

16.4. Precious 95.7 also reserves the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (a) satisfy any applicable law, regulation, legal process, or governmental request, (b) enforce these Terms, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of Precious 95.7, its users, and the public. Precious 95.7 also reserves the right to remove content alleged to be infringing another's intellectual property rights without prior notice, at our sole discretion.

16.5. These remedies are in addition to any other remedies Precious 95.7 may have at law or in equity. You agree that Precious 95.7 shall not be liable to you or any third-party for any such termination. All provisions which, by their nature, are intended to survive termination, including those with respect to payment obligations accruing prior to such termination will survive any termination of these Terms.

17. Disclaimers; No Warranties.

17.1. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING IF THE SERVICES ARE SUITABLE FOR USE. THE SITE AND ANY MEDIA, SOFTWARE, SERVICES, PRODUCTS, APPLICATIONS, MATERIALS, AND/OR THIRD-PARTY CONTENT, MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT

PERMISSIBLE PURSUANT TO APPLICABLE LAW, PRECIOUS 95.7, AND ITS VENDORS, AGENTS, ASSOCIATES, AND/OR PARTNERS, DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. PRECIOUS 95.7, AND ITS SUPPLIERS AND PARTNERS, DO NOT WARRANT THAT THE FEATURES CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES, OR THE SERVER THAT MAKES THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

17.2. PRECIOUS 95.7, AND ITS VENDORS, AGENTS, ASSOCIATES, AND/OR PARTNERS, DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT PRECIOUS 95.7 NOR ITS VENDORS, AGENTS, ASSOCIATES, AND/OR PARTNERS) ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING, REPAIR, OR CORRECTION. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD, OR OTHERWISE OBTAIN MEDIA, MATERIAL, OR OTHER DATA THROUGH THE USE OF THE SITE OR SERVICES AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE WHATSOEVER THAT RESULTS FROM SUCH MATERIAL OR DATA. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

18. **Indemnification; Hold Harmless.** You agree to indemnify and hold Precious 95.7, and its vendors, agents, employees, associates, and/or partners, harmless from any claims, losses, damages, liabilities, including attorney's fees, arising out of your use or misuse of the Site or Services, violation of these Terms, violation of the rights of any other person or entity, or any breach of the foregoing representations, warranties, and covenants. Precious 95.7 reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

19. **Limitation of Liability and Damages.** UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL PRECIOUS 95.7 OR ITS VENDORS, AGENTS, EMPLOYEES, ASSOCIATES, AND/OR PARTNERS, BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE PRECIOUS 95.7 MATERIALS ON THE SITE, OR THE SERVICES ITSELF, OR ANY OTHER INTERACTIONS WITH PRECIOUS 95.7, EVEN IF PRECIOUS 95.7 OR A PRECIOUS 95.7 AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, PRECIOUS 95.7'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. IN NO EVENT SHALL PRECIOUS 95.7'S OR ITS VENDORS, AGENTS, EMPLOYEES, ASSOCIATES, AND/OR PARTNERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE (WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE) EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO PRECIOUS 95.7 IN THE MONTH IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE APPLICABLE CLAIM. THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED TO YOU BY THIRD PARTIES OTHER THAN PRECIOUS 95.7 AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU THROUGH ANY LINKS PROVIDED ON THE SITE. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PRECIOUS 95.7 AND YOU.

20. **Dispute Resolution.** The parties will negotiate in good faith to resolve expeditiously on a mutually acceptable negotiated basis between appropriate management personnel or individual for each party any dispute between them that may arise. The parties may, by mutual consent, retain a mediator to aid in their attempt to informally negotiate resolution of any dispute, although any opinion expressed by a mediator will be strictly advisory and will not be binding on the parties, nor will any opinion, statement, or proposed resolution expressed by the mediator or the parties be admissible in any proceeding. Costs of the mediation will be borne equally by the parties, except that each party will be responsible for its own expenses. Should any dispute not be resolved pursuant to this paragraph of these Terms, the parties agree to submit to the exclusive jurisdiction of the courts located in Los Angeles, California to resolve any dispute arising out of these Terms or your access to or use of the Site or the Services, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.
21. **Class Action Waiver.** THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, ANY MEDIATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE MEDIATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).
22. **Miscellaneous.**
- 22.1. **Minors.** The Site and Services are not directed to minors under the age of eighteen (18). Consistent with applicable law, we do not knowingly collect personal information from minors under the age of thirteen (13) without the consent of their parents or guardians. If we learn that we have inadvertently obtained information in violation of applicable laws prohibiting collection of information from minors without such consent, upon proper notice, authority, and necessary confirmation of such, we will work to promptly delete this information.
- 22.2. **Governing Law.** These Terms shall be governed by and construed in accordance with the laws of the State of California without giving effect to any principles of conflicts of law. EACH OF YOU AND PRECIOUS 95.7 HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THESE TERMS. FURTHER, EACH OF YOU AND PRECIOUS 95.7 HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF THE OTHER HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF YOU AND PRECIOUS 95.7 ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR EACH OF THEM, RESPECTIVELY, TO ENTER INTO AGREEMENT PURSUANT TO THESE TERMS.
- 22.3. **Force Majeure; Waiver.** Precious 95.7 is not liable or responsible, nor shall be deemed to have defaulted under or breached these Terms, for any failure to perform or delay in performing its obligations under these Terms due to an event of force majeure. An event of force majeure is any event or circumstance beyond Precious 95.7's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems. A waiver of any breach of any provision of these Terms shall not be construed as a continuing waiver of other breaches of the same or other provisions of these Terms.

- 22.4. **Severability.** If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
- 22.5. **Assignment.** These Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Precious 95.7 without restriction.
- 22.6. **Headings.** The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.
- 22.7. **Entire Agreement.** These Terms, including the recitals hereto, as may be revised or supplemented via Guidelines or amendments in our discretion, is the entire agreement between us and you relating to the subject matter herein.
- 22.8. **Claims. YOU AND PRECIOUS 95.7 AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU AGAINST PRECIOUS 95.7 ARISING OUT OF OR RELATED TO THESE TERMS OR THE SITE AND/OR SERVICES OFFERED BY PRECIOUS 95.7 MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**
- 22.9. **Copyright Complaints.** If you believe that anything on our Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Precious 95.7FM

889 Americana Way, Suite 339 Glendale, CA 91210

661.374.8118

info@shemogulmedia.com

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages including, but not limited to, costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

- 22.10. **Disclosures / Contact Information.** The Site is operated by SheMogul Media, LLC, 1615 V St. Bakersfield, California 93301, email: svip@radioprecious957.com. If you are a California resident, you may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs via mail at 1625 North Market Blvd., Suite N112, Sacramento, CA 95834 or telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired users can reach the Complaint Assistance Unit at TDD (800) 326-2297 or TDD (916) 322-1700.

Last Modified: August 8, 2022