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KFJK 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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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).

## **COPYRIGHT INFRINGEMENT NOTIFICATION PROCESS**

As stated above, we prohibit the posting of any information that violates or infringes the copyright rights of any person or entity. If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, you must provide our DMCA Copyright Agent with a written notification. To be effective, the notification must contain the following information in accordance with the Digital Millennium Copyright Act:

1. An electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the notification.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at this Site are covered by a single notification, a representative list of such works at this Site.
3. Identification of the copyrighted work claimed to have been infringed 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 us to locate the material.
4. Information reasonably sufficient to permit us to contact the complaining party, such as the party's name, address and daytime telephone number, and an e-mail address, if available.
5. A statement that the complaining party has a good faith belief that the use of the infringing copyrighted work is not authorized by the copyright owner, its agent, or the law.
6. 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 copyright right that is allegedly infringed.

This Site's DMCA Copyright Agent for receiving claims of copyright infringement is:

**Joe Mauk  
DMCA Copyright Agent  
Peak Broadcasting LLC  
1071 W. Shaw Ave  
Fresno, CA 93711**

**559-490-5800 (Phone)  
559-490-5838 (Fax)**

**The above address is intended only for notifications and any related correspondence regarding claims of copyright infringement on this Site. Correspondence pertaining to other matters will not receive a response if sent to the above contact information.**

We will remove or disable access to any posted submission for which we have received a notice of claimed copyright infringement (or, more specifically, any notification in substantial conformance with the Digital Millennium Copyright Act, 17 U.S.C. 512(c)(3)). United States law provides significant penalties for submitting a false or fraudulent claim of copyright infringement.

## **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, and not this Site, 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, tortuous, abusive, hateful, embarrassing or harmful to another user or any other person or entity; 5) post a sexually-explicit image or statement; 6) post advertisements or solicitations of business; 7) post chain letters or pyramid schemes; or 8) post any incomplete, false, fraudulent or inaccurate biographical information or general information which is not your own information, or impersonate another person.

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### **EMAIL POLICY**

Email is an important communications channel for the Site and the Station. 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 and operations. 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, this Site and corporate affiliates, 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 may receive/select a "user name" and password. You understand, acknowledge and agree that you are responsible for maintaining the confidentiality of your Personal Information and Sensitive Personal Information defined in the Privacy Policy 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 OTHER PUBLIC AREAS**

By use of or registration for any Site activity such as message boards, chat rooms and other public forums (collectively "Public Areas"), 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, this Site provides Public Areas that enable users to interact with other users, on-air talent and other Station personnel, and share commentary on a variety of subjects. A variety of subjects may be discussed via the Public Areas, however, use of such areas 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 Areas or any interactive area of the Site, you are prohibited from use of the Site for any of the purposes below in addition to the conduct listed in the User Conduct section of this Agreement:

1. Posting a profile for anything other than to participate in online discussion via the Public Area.
2. Sending a message to a user for any reason other than to participate in online discussions.
3. Deleting or revising any content or material posted by any other person or entity.
4. Forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting for any reason.

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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 or other third parties in connection with an agreement between users, or the purchase of goods and services offered by Advertisers or other third parties.

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You are responsible for any taxes imposed on the sale or use of Products and applicable taxes will be added to the amount charged for Products purchased on the Site.

If an order consists of multiple items, they may be shipped separately depending on availability.

### **PRIVACY POLICY**

To participate in various activities on the Site, you will be asked to provide certain true, complete and current Personal Information or Sensitive Personal Information. All Personal Information, Sensitive 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 area of the Site open to the other users or the general public (which includes, but is not limited to, contests, emails regarding Station programming, or Public Areas, 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 Station, the Site, its corporate affiliates, Advertisers, employees, suppliers, operational service providers, users and members of the public.

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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.

As a user of this Site, 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. Forging any headers or otherwise manipulation of Site identifiers in order to disguise the origin of transmission through the Site.
4. 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.
5. Sending unsolicited commercial email individually or in bulk (also called, Spam), which promotes or advertises the Station, the Site, or any other activity, program, product, or service.
6. Harvesting email addresses off this Site through an automated process.
7. Bypassing this Site's homepage via deep-linking or any other means, or framing this Site, or any webpage or material on the Site without the express written permission from Peak. Users are also prohibited from hyperlinking to this Site or any webpage in an email sent for commercial purposes, without the express written permission of Peak.
8. Attempting to gain unauthorized access to the Site's features or activities, interfering with or manipulating in any manner the entry or registration process for contests, sweepstakes, surveys, opinion polls, chat rooms, message or bulletin boards, or any other interactive features and activities on this Site.
9. Falsifying identification or impersonating any person or entity, including, but not limited to, a Site or Station official, chat room or public forum leader, host, or guide, when accessing or participating in such features and activities.
10. Setting up fake sites or other dummy sites that appear to be the Site, mirroring the Site's contents, or otherwise copying any part of the Site Material and/or layout.

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.

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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, YOU UNDERSTAND AND AGREE THAT THE AGGREGATE LIABILITY FOR THE COMPANY TO USERS FOR ALL CLAIMS ARISING FROM YOUR ACCESS, USE OR INABILITY TO ACCESS OR USE THIS SITE OR ANY OF THE MATERIAL OR SOFTWARE 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, for any reason or for no reason, and without any liability to the account holder or user.

### **LEGAL VENUE, GENERAL AND CONTACT INFORMATION**

This Agreement is governed by the internal substantive laws of the State of Delaware, 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 Delaware. You agree to submit to the personal jurisdiction of the courts in the State of Delaware for any cause of action arising out of this Agreement.

If any provision of this Agreement, or the application thereof to any person or circumstances, is found to be invalid or for any reason, unenforceable by any court having competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the validity and application 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 this Agreement, 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, unless such an amendment, waiver or change is in writing from an authorized officer or representative of Peak.

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 [PrivacyAdministrator@1059JACK.COM](mailto:PrivacyAdministrator@1059JACK.COM) , or contact:

**KFJK**  
**1071 W. Shaw Ave**  
**Fresno, CA 93711**  
**559-490-5800**  
**ATTN: Privacy Administrator**

**This Terms of Use Agreement was last updated on April 1, 2007 and is effective immediately.**