Anco Media Group, LLC Website Terms of Use April 1, 2022

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- 1. **Use of Site and Content.** The information provided on this Site is for general informational and educational purposes. Although use of this Site is intended for members of the general public, certain sections of this Site may be intended for and limited to particular audiences, such as Company's employees and customers. Company has the exclusive right to control accessibility, hours of use, features on the Site and any other information found on the Site. Company can restrict access to any or all portions of the Site or alter or remove any information or content from the Site at any time. Company reserves the right to monitor use of the Site. Use of this Site and its content is licensed, not sold, to you. As a User of this Site you are granted a nonexclusive, nontransferable, revocable, limited license to access and use this Site and its content in accordance with these Terms of Use. Company may terminate this license at any time for any reason.
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- 3. **Privacy Policy.** Company respects the privacy of the Users of this Site. The following Privacy Policy explains the User's rights and responsibilities with respect to information that is disclosed on this Site.
- a) We or our service providers may collect Personal Information (information that can be used to identify you as an individual) such as your name, email, telephone number, home address, demographic information (such as zip code, age), location information, or payment information (such as account or credit card number). The types of Personal Information collected may vary depending on your use of the features of the Platforms. For example, your credit card number and other payment related information may be collected in connection with your purchase of products and/or services through the Platforms. We post customer testimonials/video testimonials on our Platforms which may contain personally identifiable information. If we want to post a customer's name along with their testimonial, we obtain the customer's consent via email prior to posting the testimonial.
- b) Whenever you visit or interact with the Platforms, we, as well as any third-party advertisers and/or service providers, may use a variety of technologies that automatically or passively collect information about how the Platforms are accessed and used ("Usage Information"). Usage Information may include browser type, device type, operating system, application version, the page served, the time, the preceding page views, and your use of features or applications on the Platforms, such as song history, interaction with friends and group activities. This information helps us keep our Platforms fresh and interesting to our visitors and allows us to tailor content to a visitor's interests. Device Identifier We or our service providers automatically collect your IP address or other unique identifier ("Device Identifier") for the Device (computer, mobile phone, tablet or other device) you use to access the Platforms. A Device Identifier is a number that is assigned to your Device when you access a website or its servers, and our computers identify your Device by its Device Identifier. We may use a Device Identifier to, among other things, administer the Platforms, help diagnose problems with our servers, analyze trends, track users'

- web page movements, help identify you and your shopping cart, and gather broad demographic information for aggregate use.
- c) The technologies used on the Platforms to collect Usage Information, including Device Identifiers, include but are not limited to: cookies (data files placed on a Device when it is used to visit the Platforms), mobile analytics software and pixel tags (transparent graphic image, sometimes called a web beacon or tracking beacon, placed on a web page or in an email, which indicates that a page or email has been viewed). Cookies may also be used to associate you with social networking sites like Facebook and Twitter and, if you so choose, enable interaction between your activities on the Platforms and your activities on such social networking sites We, or our vendors and third party partners, may place cookies or similar files on your Device for security purposes, to facilitate site navigation and to personalize your experience while visiting our Platforms (such as allowing us to select which ads or offers are most likely to appeal to you, based on your interests, preferences, location, or demographic information), as well as for market research related purposes. A pixel tag may tell your browser to get content from another server. To learn how you may be able to reduce the number of cookies you receive from us, or delete cookies that have already been installed in your browser's cookie folder, please refer to your browser's help menu or other instructions related to your browser. If you do disable or opt out of receiving cookies, we will honor your request, however please be aware that some features and services on our Platforms may not work properly because we may not be able to recognize and associate you with your Company account(s). In addition, the offers we provide when you visit us may not be as relevant to you or tailored to your interests. You can also learn more about cookies by visiting www.allaboutcookies.org which includes additional useful information on cookies and how to block cookies using different types of browser. Additional details are provided in our Cookie Policy.
- d) We use the information we collect about and from you for a variety of business purposes such as to respond to your questions and requests; provide you with access to certain areas and features of the Platforms such as your favorite stations, your musical preferences, songs you have listened to, shared playlists and your interaction with other users; verify your identity; communicate with you about your account and activities on the Platforms and, in our discretion, changes to any Company policy; market research, Platform analytics and operations; tailor content, advertisements, and offers we serve you; improve the Platforms; comply with license obligations; and for purposes disclosed at the time you provide your Personal Information or otherwise with your consent. We may collect location-based information about you to provide you with radio stations in your area and to tailor advertisements and offers we serve to you. Under certain circumstances we may share location data with our third-party partners for market research and other data analytics related purposes.
- e) We may transfer and disclose your information to third parties to comply with a legal obligation; when we believe in good faith that the law or a governmental authority

- requires it; to verify or enforce our Terms of Use or other applicable policies; to address fraud, security or technical issues; to respond to an emergency; or otherwise to protect our rights or property or security of third parties, visitors to our Platforms or the public.
- f) We do not knowingly collect, use or disclose personally identifiable information from anyone under 18 years of age. If we determine upon collection that a user is under this age, we will not use or maintain his/her Personal Information without the parent/guardian's consent. If we become aware that we have unknowingly collected personally identifiable information from a child under the age of 18, we will make reasonable efforts to delete such information from our records.
- g) We take information security seriously. HOWEVER, NO ELECTRONIC DATA TRANSMISSION OR STORAGE OF INFORMATION CAN BE GUARANTEED TO BE 100% SECURE. PLEASE NOTE THAT WE CANNOT ENSURE OR WARRANT THE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US, AND YOU USE THE PLATFORMS AND PROVIDE US WITH YOUR INFORMATION AT YOUR OWN RISK.
- h) The Platforms may contain links to other sites that we do not own or operate. This includes links from advertisers, sponsors and/or partners that may use our logo(s) as part of a co-branding or co-marketing agreement. We do not control, recommend or endorse and are not responsible for these sites or their content, products, services or privacy policies or practices. These other sites may send their own cookies to your Device, they may independently collect data or solicit Personal Information and may or may not have their own published privacy policies. You should also independently assess the authenticity of any site which appears or claims that it is one of our Platforms (including those linked to through an email or social networking page). The Platforms may make available chat rooms, forums, message boards, and news groups. Remember that any information that you disclose in these areas becomes public information and is not subject to the provisions of this Privacy Notice.
- i) The Platforms are governed by and operated in, and in accordance with the laws of, the United States, and are intended for the enjoyment of residents of the United States. Company makes no representation that the Platforms are governed by or operated in accordance with the laws of any other nation. Given that we are an international business, our use of your information necessarily involves the transmission of data on an international basis. If you are located in the European Union, Canada or elsewhere outside of the United States, please be aware that information we collect may be transferred to and processed in the United States. By using the Platforms, or providing us with any information, you (a) acknowledge that the Platforms are subject to the laws of the United States, (b) consent to the collection, processing, maintenance and transfer of such information in and to the United States and other applicable territories in which the privacy laws may not be

- as comprehensive as or equivalent to those in the country where you reside and/or are a citizen, and (c) waive any claims that may arise under those laws.
- j) We may update this Privacy Notice to reflect changes to our information practices. If we make any material changes we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on our Platforms prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.
- 4. **Prohibited Conduct.** You are required to comply with all applicable laws and regulations in connection with your access to and/or use of the Site or any of Site content and such further limitations or restrictions as may be set forth in any written or on-screen notice from Company. As a condition to your use of the Site, you represent and warrant to Company that you will not use the Site for any purpose that is unlawful or prohibited by this Agreement. Without limiting the generality of the foregoing, you expressly agree that you will not, either personally or through an agent:
- a) Use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Site or for purposes of registering for any promotions, contests or surveys offered through the Site;
- b) Use any device or other means to harvest information about other Users;
- c) Transmit, install, upload or otherwise transfer any virus to the Site or transmit, install, upload or otherwise transfer any other item or process to the Site that in any way affects the use, enjoyment or service of the Site, host or network;
- d) Interfere or attempt to interfere in any manner with the use, enjoyment or service of the Site, including, without limitation, by "flooding", "spamming", "mail bombing" or "crashing" the Site;
- e) Post any material on the Site that is offensive to any other User. Company maintains the exclusive right to determine what is offensive;
- f) Modify any information, including headers, found on the Site;
- g) Transmit, install, upload or otherwise transfer to the Site any unauthorized advertisement or communication:
- h) Use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available from Company on the Site and other generally available third-party web browsers (e.g., Microsoft Internet Explorer);

- Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Site;
- j) Engage in any action that Company determines is detrimental to the use and enjoyment of the Site;
- k) Use the Site for any unlawful or defamatory means;
- Post or store on the Site any content that violates or infringes the intellectual property rights of others (including but not limited to copyrights, trademarks, trade secrets, patents and/or publicity rights); and/or
- m) Transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States or post any information that could result in civil unrest.
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- 8. **Interactive Areas of the Site**. Bulletin boards, chat rooms and other interactive areas of the Site, if any, are provided to give Users an interesting and stimulating form to express their opinions and share ideas and information. Given the nature of the Site and the volume of the messages and postings, Company cannot and does not monitor all of the material posted on the Site or transmitted through the Site by Users and third party information providers. To protect your safety, please use your best judgment when using these forums. We particularly discourage divulging personal phone number and addresses or other information that can be used to identify or locate you. If you make

such disclosures either through postings on bulletin boards, chat rooms, in classified advertising you place or in other interactive areas, or to third parties in any communication, you do so fully understanding the consequences of such disclosures and knowing that such information could be used to identify you.

- 9. **Posting Rules.** If you transmit, post, store or otherwise communicate (collectively, "post") information on this Site in a public area, such as a chat room or a message board, you are solely responsible for such post, the consequences of posting such information, and your reliance on any communications or information found in these areas. In consideration of being allowed to post information in public areas on the Site, you agree not to engage in any of the following actions:
- a. Posting information or material that is copyrightable, unless you are the copyright owner;
- b. Posting information or material that reveals secrets unless you own them;
- c. Using a public area for any purpose in violation of local, state, national or international laws:
- d. Posting information or material that infringes on the intellectual property rights of others or on the privacy or publicity rights of others;
- e. Posting information or material that is unlawful, obscene, defamatory, threatening, harassing, abusive, slanderous, hateful, or embarrassing to any other person or entity as determined by Company, in its sole discretion;
- f. Posting advertisements or solicitations of business;
- g. After receiving a warning, continuing to disrupt the normal flow of dialogue, or posting comments that are not related to the topic being discussed (unless it is clear the discussion is free-form);
- h. Posting surveys, contests, chain letters or pyramid schemes;
- i. Impersonating another person;
- Uploading or distributing files that contain viruses, corrupted files, or any other similar software or programs that may damage the operating of another's computer; or
- k. Allowing any other person or entity to use your identification for posting or viewing comments.

Company reserves the right to review postings on the Site, to remove any postings and to terminate your ability to post to the Site at any time without notice, in its sole

discretion. Company also reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part. Postings from anonymous commenters or profiles using pseudonyms may be removed and profiles may be banned.

- 10. **E-Commerce Transactions on the Site.** During your visit to the Site you may elect to engage in a transaction involving the purchase of a product or service such as a subscription, an advertisement or other tangible goods and services. To serve you most efficiently, credit card transactions and order fulfillment may be handled by a third-party processing agent, bank or distribution institution. While in most cases transactions are completed without difficulty, there is no such thing as "perfect security" on the Internet or otherwise. If you're concerned about online credit card safety, in most cases a telephone number will be made available so you can call us and place your order by phone. The Site cannot take responsibility for the success or security of transactions undertaken or processed by third parties. On occasion, a product or service may not be available at the time or the price as it appears in an advertisement. In such event, or in the event a product is listed at an incorrect price or with incorrect information due to typographical error, technology error, error in the date or length of publication, or error in pricing or product information received from our advertisers or suppliers, you agree the Site is not responsible for such errors or discrepancies. By entering, signing in or otherwise using our Site, you also accept our website Terms of Sale detailed elsewhere on the Site.
- 11. Certain Restrictions Relating to Real Estate and Recruiting Advertising. Any real estate advertised on this Site may be subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitations or discrimination based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination. State law also may forbid discrimination based on these factors and others. We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis. In addition, employers are prohibited from structuring their job advertisement in such a way as to indicate that a group(s) of people would be excluded from consideration for employment on one of the bases enumerated in Section 703 of Title VII of the Civil Rights Act of 1964 (i.e., race, sex, religion, age or national origin). We also follow any and all state laws concerning advertising with respect to hiring.
- 12. **User-Provided Information and Content**. By providing information to, communicating with, and/or placing any information or other content on the Site, including, without limitation, communication during registration, communication on any bulletin board, message or chat area, posting any resume or other content, placing any classified advertisement, entering any sweepstakes, etc., you represent and warrant: (1) you own or otherwise have all necessary rights to the content you provide and the rights to use it as provided in these Terms of Use; (2) all information and content you provide is true, accurate, current and complete, and does not violate these Terms of Use; and,

(3) the information or content you provide will not cause injury to any person or entity. Using a name other than your own legal name is prohibited (except in those specific areas of the Site that specifically ask for unique, fictitious names (e.g., certain message board and chat rooms)).

For any content you provide to the Site, you grant Company, its affiliates, related entities (including the Site) and technology and content partners, a world-wide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, distribute, reproduce and create derivative works from such content, in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the foregoing, you authorize Company to share such content across all its affiliated Web sites and technology and content partners, to include the content in a searchable format accessible by Users of the Site and affiliated websites, and to use your name and any other information in connection with its use of the material you provide. You also grant Company the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you send to Company and/or the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. All rights in this paragraph are granted without the need for additional compensation of any sort to you.

Please note neither Company nor the Site accepts unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content or programming in any media to materials or ideas transmitted to the Site. Should you send any unsolicited materials or ideas, you do so with the understanding no additional consideration of any sort will be provided to you, and you are waiving any claim against the Site, Company and/or its affiliates regarding the use of such materials and ideas, even if material or an idea is used that is substantially similar to the idea you sent.

- 13. **Notice of Copyright Infringement.** Company prohibits 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, please provide Company's Copyright Agent with the following information:
- (a) Identification of the copyrighted work claimed to have been infringed;
- (b) Identification of the allegedly infringing material on the Site that is requested to be removed:
- (c) Your name, address and daytime telephone number, and an e-mail address if available, so that Company may contact you if necessary;

- (d) A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent or the law;
- (e) A statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
- (f) 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 statement.

Company's Copyright Agent for Notice of claims of copyright infringement on the Site can be reached as follows:

Attn:

Company Copyright Agent 250 NW 23rd Street – Suite 202 Miami, FL 33127

Company will remove any posted submission which infringes the copyright of any person under the laws of the United States upon receipt of such a statement – or, more specifically, any statement in conformance with 17 U.S.C. § 512(c)(3). Please be advised that the law provides significant penalties for submitting such a statement falsely.

- 14. **Minors.** If you allow your minor child, or a child for whom you are the legal guardian (a "Minor"), to use the Site, you agree that you shall be solely responsible for (i) the online content of such Minor, (ii) monitoring such Minor's access to and use of the Site; and (iii) the consequences of any use of the Site by such Minor.
- 15. **Indemnification**. You agree to indemnify, defend and hold harmless Company, its officers, directors, shareholders, employees, agents, assigns, suppliers, affiliates and third party partners from and against any cause of action or claim, including all losses, expenses, damages, costs and reasonable attorneys' fees, resulting from any violation by you of these Terms of Use, your use of the Site and the content thereof, your posting of any information or content on the Site and/or the infringement by you of any intellectual property or other right of any person or entity.
- 16. **Void Where Prohibited.** This Site and its contents are intended to comply with the laws and regulations in the United States of America ("U.S."). Although the information on this Site is accessible to users outside of the U.S., the information on the Site pertaining to Company's products or services is intended for use only by residents of the U.S. Other countries may have laws, regulatory requirements and practices that differ from those in the U.S. Company reserves the right to limit provision of our products or services to any person, geographic region or jurisdiction and/or to limit the

quantities or any products or services we provide. Any item on this Site that is construed as an offer for any product or service made on this Site is void where prohibited.

- 17. **Electronic Communications.** We use reasonable security measures and take reasonable system, process and administrative precautions to protect the security and integrity of email and other electronic communications that you may send to us. Despite all these precautions, no method of transmission over the Internet is entirely secure and we cannot guarantee the confidentiality or security of the electronic communications or its contents. You transmit such information at your own risk and you should decide very carefully which information you want to send us via any electronic communication.
- 18. **Security.** You are prohibited from violating or attempting to violate the security of this Site, including, without limitation, accessing data not intended for you or logging into a server or account that you are not authorized to access, attempting to probe, scan or test the vulnerability of a system or network or attempting to breach security or authentication measures without proper authorization. Company will investigate violations or possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.
- 19. **Links.** Company does not object to links on third party sites to the homepage of the Site in an appropriate context. However, "framing" or "mirroring" the Site or any of its content is prohibited without the prior written consent of Company. Company reserves the right to terminate any link found on the Site at any time.
- 20. **Miscellaneous.** These Terms of Use constitute the entire agreement between Company and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between Company and User dealing with the subject matter hereof is superseded. If any portion of these Terms of Use is found to be unenforceable for any reason, such portion will be deemed severed and will not affect the enforceability of the remaining terms. Upon User's breach of these Terms of Use, Company may pursue any legal or equitable remedy available, including but not limited to, direct, indirect, special, consequential, compensatory, punitive and incidental damages and injunctive relief. Company's remedies are cumulative and not exclusive. Failure of Company to exercise any remedy or enforce any portion of these Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Terms of Use at any time thereafter. User agrees that regardless of any statute or law to the contrary, any claim or action of User arising out of or regarding these Terms of Use must be filed by User within one (1) year after such claim or cause of action arose or be forever barred. Company makes no representation that the content of the Site is appropriate or available for use in all locations. Users of this Site are responsible for compliance with all applicable laws. These Terms of Use, your use of this Site, and any dispute arising therefrom, shall be governed by applicable United States federal laws and the laws of the State of Florida, notwithstanding any conflicts of law principles.