

KRNB.COM TERMS OF USE AGREEMENT

ELIGIBILITY AND ACCEPTANCE OF TERMS AND CONDITIONS

Welcome to www.KRNB.com, “(the Site)”, the official website for Radio Station KKDA-FM/KRNB Dallas-Fort Worth, TX. This site is owned and operated by Service Broadcasting Corporation (“Service Broadcasting”).

Unless specified otherwise on the Site, users must be at least 18 years or older and a legal resident of the United States before participation in any contest, sweepstakes or interactive activities. By your participation in our Site activities, you certify that you are at least 18 years of age and meet any other eligibility and residency requirements of the Site Service Broadcasting provides its service subject to this Term of Use Agreement (“Terms of Use”). The Terms of Use states the terms and conditions forming the agreement under which you may use the Site. Please read this page carefully. If you do not accept this Terms of Use, please do not visit this website. By using this Site, you understand, acknowledge and agree that you will abide by the Terms of Use. The Site provides rules of participation for certain activities and services including, but not without limitation, loyal listener/user clubs, award programs, contest, sweepstakes, email and dating services. The Site’s Additional Terms, PRIVACY POLICY, and the Rules of Participation are hereby incorporated in this Terms of Use. To the extent that there is a conflict between this Terms of Use and the specific Rules of Participation for the activity in which you choose to participate, this Agreement shall govern.

Service Broadcasting may revise this Terms of Use at any time 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.

COPYRIGHT, TRADEMARK, AND PROPRIETARY RIGHTS The contents of this Site, including all software, design, text, artwork, images, photographs, audio clips Video clips, and other material, including the selection and arrangements thereof, names, logos, copyrights, Trademarks, service marks and trade names (the “Material”) are the property of Service Broadcasting and/or Its subsidiaries, affiliates, assigns, licensors, the Site’s design, hosting, programming and contest management/prize fulfillment vendors(collectively “operational service providers”) and/or the Site’s advertisers, sponsors, and promotional partners (collectively “Advertisers”). The Material is protected, without limitation, pursuant to United States and foreign copyright, trademark and other applicable laws. Unauthorized use of the Material may violate such laws. You understand, acknowledge and agree that the Site hereby grants you a limited personal, non-exclusive, non-assignable and non-transferable license that authorizes you to use and display the Material, provided that you retain all copyright, trademark and other proprietary notices contained in the original Material on any copy you may make of the Material, You further agree that you will not, in whole or in part, sell, lease, rent exchange, reproduce, archive, modify, create derivative works from, publish by hard copy or electronics means, publicly perform display, disseminate,

distribute, broadcast, retransmit, or circulate to any third party or on any third party website, or otherwise use the Material in any way for any public or commercial purpose without the express approval from Service Broadcasting. The use of the Material on any other website or in a networked computer environment for any purpose is prohibited. You are authorized to download and view a single copy of the Material on the Site solely for your personal, noncommercial use provided that you shall not, nor will you allow any third party (whether or not for your benefit) to copy, adapt the object code of the Site's software, HTML, JavaScript or reverse engineer, decompile, reverse assemble, modify or attempt to discover any source code that the Site creates to generate its pages on the website.

You acknowledge that access to, and use of, the Materials may not be lawful by certain persons or in certain countries. You also understand, acknowledge and agree that downloading of any object code or software by website users in restricted countries is prohibited. If you access the Site from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. Without the written permission of Service Broadcasting, you agree not to display or use in any manner, Service Broadcasting or the Site's trademarks, including without limitation, Service Broadcasting and station names and call letters, domain names, slogans, and contest and program names.

INTELLECTUAL PROPERTY INFRINGEMENT NOTIFICATION PROCESS

As stated above, we prohibit the posting of any information that violates or infringes the intellectual property 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 a infringement, you contact us using the information below:

MR. CALMAN DONSKY
GARDERE AND WYNNE L.P.
1601 ELM STREET
DALLAS, TX. 75201
TELEPHONE 214-999-4565
EMAIL-cdonsky@gardere.com
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. 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 chain letters or pyramid schemes; or

7) post any incomplete, false, fraudulent or inaccurate biographical information or general information which is not your own information, or impersonate another person.

The Site does not represent or guarantee the truthfulness, accuracy, timeliness or reliability of Postings by users and does not endorse any opinions, which may be expressed by any user. You further agree that any reliance on such Postings by other users will be at your own risk. We do not regularly review, screen or monitor the Site and we assume no obligation to do so and will not be liable or responsible to any user for performance or nonperformance of such material. If notified by a user of any Posting or communication which allegedly does not conform to this Terms of Use, we may, in our sole discretion, investigate

the allegation and may thereafter determine, in our sole discretion, whether or not to remove or request the removal of the material. You understand, acknowledge and agree that we reserve the right to expel users and prevent their further access to the Site for violating this Terms of Use or any applicable law, and may remove communications which are considered to be, in our sole judgment, unlawful, harmful, threatening, abusive, obscene, indecent, libelous, disruptive, hateful, infringing, or racially, ethnically otherwise objectionable. You also grant the Site, its owner and operator, parent company(s), affiliates, successors and assigns, the royalty-free, worldwide, perpetual, irrevocable, nonexclusive

right (including any moral rights) and license to use, reproduce, modify, adapt, publish, retransmit, translate, create derivative works from, distribute, communicate to the public, publicly perform or display such content (in whole or in part) and/or to incorporate it in other works to any form, media, or technology now known or later developed, for so long as any rights exist in such content. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license set forth in this agreement. You also permit any other user to access, view, store and reproduce such content for such user's personal use. Subject to all of the foregoing, the owner of such content placed on the Site retains any and all rights that may exist in such content.

EMAIL

Email is an important communications channel for the Site and the Station. All email sent to us should be generated by the person 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.

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 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 for users, this Site provides Public Areas that enable users to interact with other users, on-air talent and other Service Broadcasting 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 posting for any reason.

ADVERTISING AND OTHER THIRD PARTY CONTENT

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 Service Broadcasting of the goods, services or messages conveyed in the content or the business practice (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 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.

HYPERLINKS TO THIRD PARTY WEBSITES

This Site often provides links to third party websites and other resources that could be of interest to our users, including the websites of our Advertisers. You understand, acknowledge and agree that these links are provided solely as a convenience to you and not as an endorsement by the Site or Station of the content, advertising or business practices (including the privacy policies) of such third party websites. These third party websites may have different privacy policies and business practices than we do. Therefore, we do not endorse, verify, make any representations, or take responsibility for the content, truthfulness, accuracy, quality or completeness of the content or activities conducted on such websites. You further agree that the Site, Service Broadcasting, its owner and Operator, parent company(s), corporate affiliates, successors and assigns, and their respective officers, directors, employees, representatives, agents, and operational service providers will not, under any circumstances, be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on the content, advertising, for business practices of linked party sites.

SHOPPING & E-COMMERCE

This Site may offer various goods and services for sale ("Products"), or direct or link to other websites that sell goods and services. We have no responsibility or liability whatsoever for goods or services you may obtain from or through other websites or web pages, even if you were directed or linked to such a site or

page through this Site.

We reserve the right to effuse or cancel orders placed for any Products sold on this Site whether or not the order has been confirmed and even if your credit or debt card account has been charged (in which event we will issue a credit to your account in the amount of the charge).

EXCEPT AS SPECIFICALLY SET FORTH IN THIS TERMS OF USE, WE EXPRESSLY DISCLAIM ANY AND ALL LIABILITY ARISING FROM OR RELATING IN ANY WAY AND ALL PRODUCTS, EXCEPT AS SPECIFICALLY MADE IN WRITING, WE EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES OF ANY AND EVERY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY AND ALL

PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE

Our creation or transmission of an order confirmation does not signify final acceptance of your order, nor constitute a binding confirmation of an offer to sell any Product and we reserve the right to accept or decline your order for any reason up until the time the Product is actually delivered to you. We reserve the right at any time, without prior notice, to limit or reduce the quantity you ordered of any Product and we will notify you if we do so. Products on the Site are offered for sale only to end user customers or as personal gifts to end user customers and are not for commercial resale.

We do not accept orders from dealers, exporters, wholesalers, distributors, resellers or other similar persons or companies, and reserve the right to refuse, cancel or seek the return of any Products that are purchased in violation of the foregoing restrictions.

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 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.

MODIFICATION, SUSPENSION OR DISCONTINUANCE OF SITE.

The Site reserves the right, at its sole discretion and at any time, to modify or discontinue any service (or any part thereof) offered on the Site, on a temporary or permanent basis, with or without notice. You understand , acknowledge And agree that the Site will not be liable to you or to any third party for such modification, suspension or discontinuance of the service offered by the Site.

SECURITY OF THE SITE

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," "mail bombing," 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 Service Broadcasting. Users are also prohibited from hyper linking to this Site or any webpage in an email sent for commercial purposes, without the express written permission of Service Broadcasting.
8. Attempting to gain unauthorized access to the Site's features or activities, interfering with or manipulating 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 Material and/or layout.

11. 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, to its sole judgment, to have violated its security provisions.

INDEMNIFICATION AND LIMITATION OF LIABILITY

You understand, acknowledge, and agree to defend, indemnify, and hold harmless Service Broadcasting, corporate affiliates, successors and assigns, Advertisers, suppliers and operational service providers and their respective officers,

directors, employees, representatives and agents, or others involved in creating, promoting or otherwise making

available this Site from and against any claims, actions, costs, expenses, or demands, including without limitation, reasonable legal and accounting fees, resulting from any content you submit, post to or transmit through this Site, your use of the Site, your violation of the Terms of Use, your violation of any rights of another, or otherwise arising out of your use of this Site in any manner. The Site will attempt to provide notice to you promptly of any such claim, suit, or proceeding and will assist you, if requested and at your expense, in defending any such claim, suit or proceeding.

We reserve the right to take exclusive control and defense of any such claim subject to indemnification by you, in which event you will cooperate fully with Service Broadcasting in asserting any available defenses.

The Site and its Material may contain technical inaccuracies, typographical errors, and out of date information. The Site makes no representations about the accuracy, reliability, completeness, or timeliness of the Site or the Material, and the Site makes no warranty that the Site will meet your requirements. You understand, acknowledge, and agree that the use of the Site and the Material is at your own risk. The Site reserves the right to make changes to the Site and Material at any time.

IN NO EVENT SHALL THE SITE, SERVICE BROADCASTING, ITS PARENT COMPANY(S), CORPORATE AFFILIATES, SUCCESSORS OR ASSIGNS, AND THE SITE'S ADVERTISERS, SUPPLIERS, OR OPERATIONAL SERVICE PROVIDERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS,

EMPLOYEES, REPRESENTATIVES AND AGENTS, ASSUME OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIMS, DAMAGES OR LOSSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, COMPENSATORY, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOST SAVINGS, LOSS OF GOOD WILL, OR YOUR USE OR YOUR INABILITY TO USE THE SITE, OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO USE THIS SITE, OR THE USE AND/OR APPEARANCE OF THE MATERIAL ON THIS SITE, ACCESS TO ANY HYPERLINK ON THIS SITE, UNAUTHORIZED ACCESS

TO OR TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS, OR ANY OTHER INTANGIBLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SERVICE BROADCASTING IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

DISCLAIMER OF WARRANTIES

THE SITE DOES NOT WARRANT THAT THE SITE WILL OPERATE ERRORFREE

OR THAT THE SITE AND ITS SERVER OR SOFTWARE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS, YOUR USE OF THE SITE IS UNDERTAKEN SOLELY AT YOUR DISCRETION AND OWN RISK.

IF YOUR USE OF THE SITE, SOFTWARE, OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THE SITE IS NOT RESPONSIBLE FOR THOSE COSTS.

THE SITE AND MATERIAL ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE SITE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION OR EXCLUSION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE

AND NON-INFRINGEMENT. THE SITE MAKES NO WARRANTIES ABOUT THE

ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, DESIGN, TEXT, VIDEO CLIPS, AUDIO CLIPS, GRAPHICS AND ARTWORK, IMAGES, PHOTOGRAPHS, OTHER MATERIAL, LINKS AND OTHER DATA.

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 TERMS OF USE, you understand and agree that the aggregate liability for Service Broadcasting 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

The Terms of Use is governed by the laws of the State of Texas, without respect to its conflict of laws provisions. Jurisdiction for any claims arising under this Terms of Use shall lie exclusively with the state or federal courts of Texas. You agree to submit to the personal jurisdiction of the courts in the State of Texas for any cause of action arising out of this Terms of Use.

If any provision of this Terms of Use, 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 which shall remain full force and effect. No waiver of any term of the Terms of Use shall be deemed a further or continuing waiver of such terms or any other term. Except as expressly provided in this Terms of Use, in a particular "Legal Notice," or Software License or material on particular Web pages, Terms of Use constitutes the entire agreement between you and the Site with respect to the use of the Site.

No changes to this Terms of Use 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 Terms of Use, unless such

an amendment, waiver or change is in writing from an authorized office or representative of Service Broadcasting.

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, please contact Service Broadcasting at 972-263-9911.

THIS TERMS OF USE AGREEMENT WAS LAST UPDATED ON JULY 18, 2007

™ & © 2007 Service Broadcasting Group, Ltd.