

Website and Digital Media Terms of Use

The Erie Radio Company Website and Digital Media Terms Of Use

These Terms of Use (“**Terms**”) govern your use of any website, mobile/tablet application, email club, listener club, text list or other service offer (collectively, the “**Services**”) by The Erie Radio Company, WEHP-HD and its subsidiaries (collectively “**We**” or “**WEHP**”). Review these Terms carefully before using the Services. By using any of the Services, you accept these Terms.

Changes. From time to time we may change, update or modify these Terms. If you continue to use the Services after we change the Terms, you accept all changes.

Privacy Policy. Our Privacy Policy describes our practices concerning data that you provide or that we may collect about you through the Services, and your consent to our use of data in compliance with the Privacy Policy.

Contest Rules. All sweepstakes, contests, and promotions on the Services have additional contest rules which apply. Our website and radio station has General Contest Rules. These general contest rules apply except to the extent contrary to any Specific Contest Rules established for a specific contest. We will provide the rules (general or specific as applicable) to you or post them on the Services to which they apply. These rules are incorporated by reference into these Terms. If there is a conflict between these Terms and any such rules, the rules will control.

Additional Terms. Additional terms may apply to your use of the Services. Some Services will utilize software provided by a third party, who will require that users be bound by their own terms of service and/or privacy policy (“**Third Party Policies**”). While agreement to Third Party Policies may be required in order to utilize certain Services or to enter station contests, the Third Party Policies are a separate agreement between the user and such third party. In the event of any conflict between the Third Party Policies and Terms or Policies of WEHP, WEHP’s Terms and Policies will govern the WEHP Services and the Third Party Policies will govern any dispute between a user and that third party regarding third party services.

Third-Party Content. We occasionally provides third-party content or links to third-party websites on the Services. WEHP does not necessarily endorse or evaluate third-party content and websites, and We do not assume responsibility for third parties’ actions or omissions. You should review third parties’ terms of use and privacy policies before you use their services.

Governing Law, Venue, and Jurisdiction. These Terms and all claims arising from or related to your use of the Services will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to the conflict of law rules thereof. With respect to any disputes or claims not subject to arbitration (as set forth below), you agree to exclusive jurisdiction in the state and federal courts in Erie County, Pennsylvania. Notwithstanding any other provision of these Terms, we may seek injunctive or other equitable relief from any court of competent jurisdiction. Regardless of any statute

or law to the contrary, you must file any claim or action related to use of the Services or these Terms within one year after such claim or action accrued. Otherwise, you will waive the claim or action.

Images. WEHP prohibits the downloading, republication, retransmission, reproduction or other use of any material licensed by WEHP and published on any Service.

Arbitration. We may elect to resolve any controversy or claim arising out of or relating to these Terms or the Services by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Unless we establish a different location, arbitration hearings will be held in Erie County, Pennsylvania. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

Copyright Complaints. If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our General Manager, who can be reached as follows.

By mail:

General Manager
WEHP, HAPPI 92.7
1229 State Street
Erie, PA 16501

By Email: info@happi92.7.com

In order to allow for spam filtering, only email with phrase "Copyright Matter" in the subject line will be read. All other email will be discarded.

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing 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 WEHP to locate the material.
- (iv) Information reasonably sufficient to permit WEHP to contact the complaining party, such as an address, telephone number, and, if available, an email address.
- (v) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(vi) 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 right that is allegedly infringed.

Disclaimers; Limitation of Liability. WEHP DOES NOT WARRANT: (1) THAT THE SERVICES, ANY OF THE SERVICES' FUNCTIONS OR ANY CONTENT OR SOFTWARE CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; (2) THAT DEFECTS WILL BE CORRECTED; (3) THAT THE SERVICES OR THE SERVERS HOSTING THEM ARE FREE OF VIRUSES OR OTHER HARMFUL CODE; OR (4) THAT THE SERVICES OR INFORMATION AVAILABLE THROUGH THE SERVICES WILL CONTINUE TO BE AVAILABLE. WEHP DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE. THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE SERVICES, ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS."

WEHP WILL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) IN CONNECTION WITH THE SERVICES OR YOUR SUBMISSION OF USER MATERIAL, EVEN IF FORESEEABLE OR EVEN IF WEHP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BUT EXCLUDING WILLFUL MISCONDUCT) UNLESS SPECIFIED IN WRITING.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU INCUR ANY DAMAGES THAT ARISE OUT OF WEHP'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, ARE NOT IRREPARABLE AND ARE NOT SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING EXPLOITATION OF SERVICES (INCLUDING THOSE INCORPORATING USER MATERIAL).

YOU ACKNOWLEDGE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR ARE UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE § 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Miscellaneous. We may be required by state or federal law to notify you of certain events. You hereby acknowledge and agree that such notices will be effective upon our posting them on our sites or delivering them to you via email or text message. You may update your email address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we will not be responsible for failure to notify you. Our failure to exercise or enforce any right or provision in these Terms will not constitute a waiver of such right or provision. These Terms, including all additional terms, conditions, and policies on the Services, constitute the entire agreement between you and us and supersede all prior agreements with respect to the subject matter hereof. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be removed, and the remainder of the Terms will continue to be valid and enforceable.