

CITADEL BROADCASTING CORPORATION

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ELIGIBILITY & ACCEPTANCE OF TERMS AND CONDITIONS

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If you believe that your work has been copied and is accessible on this Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent with the following information:

1. An electronic or physical signature of the copyright owner or someone authorized to act on the owner's behalf to assert a claim of copyright infringement.
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 material 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 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.

Such written notice should be sent to our copyright agent as follows:

**DMCA Copyright Agent
Citadel Broadcasting Corporation
c/o Leventhal Senter & Lerman PLLC
2000 K Street, NW, Suite 600
Washington, DC 20006-1809**

**Fax: 202-293-7783
Email: CitadelDMCAAgent@isl-law.com**

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 point of contact. Please note that any person who submits a false or fraudulent claim of copyright infringement may be subject to liability under U.S. copyright law.

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This Site may provide users with the opportunity to submit, post and/or exchange information, including but not limited to data, software, music, video, audio, photographs, graphics, artwork, messages and other materials (collectively "Postings"), whether publicly posted or privately transmitted. You understand, agree and consent that such Postings are the sole responsibility of the person from which such Postings originated, and as such, you (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. Pursuant to the terms of this Policy, users may **not**:

- post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it;
- post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
- post material that reveals trade secrets, unless you own them or have the permission of the owner to do so;
- post a sexually-explicit image or statement;
- post material that is considered by the Site, in its sole judgment, to be obscene, indecent, defamatory, threatening, harassing, tortious, abusive, hateful, embarrassing or harmful to another user or any other person or entity;
- post advertisements or solicitations of business;
- post any incomplete, false, fraudulent or inaccurate biographical information or general information which is not your own information, or impersonate another person; or
- post chain letters or pyramid schemes.

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- Accessing data not intended for such user or logging into a server or account in which the user is not authorized to access.
- 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.

- Forging any headers or otherwise manipulation of Site identifiers in order to disguise the origin of transmission through the Site.
- 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.
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- Harvesting email addresses off this Site through an automated process.
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- 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.
- 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.
- 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.

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If at any time the Site requires you to open or register an account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. Registration for an account on this site

is subject to those additional terms and conditions accompanying the registration process. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify Citadel of any unauthorized use of your account. Citadel is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge.

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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.

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By choosing to access the Site from any location other than the United States, you do so at your own risk and initiative and accept full responsibility for compliance with all applicable local laws of that jurisdiction. Citadel makes no representation that materials on the Site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited.

CHOICE OF LAW

This Agreement shall, for all domestic and international purposes, be governed, interpreted, construed and enforced solely and exclusively in accordance with the laws of the State of [REDACTED], U.S.A., without regard to conflicts of law provisions. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of the Site shall be filed only in the state or federal courts located in the State of [REDACTED], and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

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These Terms of Use constitute the entire agreement between Citadel and you with respect to the Site and supersedes all prior or contemporaneous communications and proposals between us with respect to the Site. If any provision of these Terms of Use agreement, or the application thereof to any person or circumstances, is determined to be invalid or 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, and all other provisions of the Terms of Use shall remain in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term. Except as specifically provided elsewhere herein, these Terms of Use constitute the entire agreement between you and Citadel with respect to the use of the Site.

CONTACT INFORMATION

If you have any questions regarding this Agreement, please contact the Site Administrator via email at **[insert email address]**, or contact:

STATION NAME

Address

Phone:

ATTN: Web Site Administrator

This Terms of Use Agreement was last updated on August 2007 and is effective immediately.

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