

# Terms of Use

Last Updated/Effective Date – March 17, 2022

Welcome to Capitol Broadcasting Company, Inc., (“CBC”) and our websites (“Site”), online and mobile services and our apps (collectively “Services”). All Services are owned, operated by, or affiliated with CBC or the CBC family of companies (collectively the “CBC Entities,” “us,” “we,” and “our”). Click here for our list of Services.

BY ACCESSING THIS WEBSITE, APP OR ANY OF CBC’S RELATED SERVICES, YOU (“USER”) AGREE TO BE LEGALLY BOUND BY THE TERMS, CONDITIONS AND NOTICES INCLUDED IN THESE TERMS OF USE (“TOU”), AND BY THE TERMS IN OUR ACCOMPANYING PRIVACY NOTICE. PLEASE READ THESE TOU AND THE [PRIVACY NOTICE](#) BEFORE USING OUR SERVICES.

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## 1. General Eligibility

Our Services are generally targeted to audiences age 18 and older, who live in the United States (“U.S.”). We are governed by and operate in accordance with the laws of the U.S. and the state of North Carolina. To access certain features on certain Services, you must be a registered user and provide your email address and a password. In using this Site, you agree to the TOU and other posted guidelines for certain activities, such as “Official Rules,” and/or “Additional Terms and Conditions.” If there is a conflict between the Official Rules, Additional Terms and Conditions, and these TOU, the Official Rules or Additional Terms and Conditions will govern, unless stated otherwise.

## **2. Changes to TOU**

We may need to change the TOU from time to time, without advance notice to you. For that reason, please review the TOU periodically. Updates are indicated through a change to the “Last Updated/Effective Date” posted at the top of this page. By continuing to use this Site or any Service after changes are posted, you accept the modified TOU.

## **3. Our Content**

The content on this Site, except for User Submissions (as defined below), including the text, scripts, graphics, photos, videos, sounds, music, software, interactive features and the like (“Content”) and the trademarks, service marks and logos (“Marks”) are owned by or licensed to Us, subject to copyright and other intellectual property rights under U.S. and foreign laws and international conventions. Content on Sites under the CBC family of companies may not be used, copied, stored, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes without the prior written consent of the respective owners. We reserve all rights to the Site and the Content. You agree to not use, copy, or distribute any of the Content, including User Submissions from Services, for any commercial purposes. You may link to our online services, articles, and information so long as Site is sourced, and Content is not reproduced, altered or manipulated. If you download or print a copy of the Content for personal use, you must retain all copyright and identifiable proprietary notices.

## **4. Mobile Apps**

By installing and/or using any of our apps, you accept all terms and conditions in this TOU. Our apps use location-based services that can locate, monitor and retain your approximate or precise current and past locations. These services should not be used or relied on as an emergency locator system, or for any other situation in which the inaccuracy or failure of the location-based service to operate properly could lead to personal injury, death, or property damage. You understand and acknowledge that we assume no responsibility or liability, in whole or in part, for any delayed, undelivered, or missed communication from our Services.

## **5. Third Parties and User Interactions**

**a. Third Party Links.** This Site contains links to other websites that are not owned or operated by the CBC family of companies and are independent from our Site. Visiting such websites is at your own risk. We are not responsible for the business practices, performance or quality of any products, services, content, or other materials made available on or offered through the linked websites. A link to another website does not constitute our endorsement of that website, nor of any product, service, content, or other material offered on that site.

**b. Classifieds/Real Estate/Subject Matter Experts.** User interactions with organizations or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should conduct any investigation and research you feel necessary or appropriate before proceeding with any transaction with any third party. If a dispute arises between you and

any third party, you agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

**c. Representations and Warranties.** You agree that you will not post any classified or other listings on this Site that (a) violates any applicable law, rule, or regulation (including false or deceptive advertising); (b) is libelous; or (c) infringes any right of any third party, including, but not limited to, any contractual right, copyright, trademark, or trade secret right or any right of privacy or publicity. You will indemnify and hold the CBC Entities harmless against all expenses and/or losses, including reasonable attorneys' fees, incurred by the CBC Entities in connection with any breach or alleged breach of this warranty.

**d. Limitation of Liability.** OUR AGGREGATE LIMIT OF LIABILITY ARISING OUT OF ANY CLASSIFIED OR REAL ESTATE AD YOU POST OR ATTEMPT TO POST ON THIS SITE, AND ANY ENHANCEMENT YOU POST TO AN EXISTING LISTING, WILL BE LIMITED TO THE AMOUNT YOU PAID (IF ANY) FOR THE AD(S) AND/OR LISTING(S) FROM WHICH THE CLAIM ARISES.

## **6. User Submissions**

This Site may permit users to submit videos, photographs, audio recordings, tweets, posts, blogs or other communications ("User Submission(s)"). By providing a User Submission, you affirm, represent, and/or warrant that: (i) you own the content, or otherwise have the right to post such content to our Site; (ii) the content is accurate, (iii) the content will not violate the rights of or cause injury to any person or entity, and (iv) you own or have the necessary licenses, rights, consents, and permissions to authorize us to use the User Submissions at our discretion.

You agree to allow us to host, share, and/or publish User Submissions, and understand that we do not guarantee any confidentiality with respect to User Submissions. We reserve the right to remove User Submissions without prior notice.

While you retain ownership rights, submitting User Submissions grants us a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of and to display the User Submissions. You also grant each user of the Site a non-exclusive license to access your User Submissions, and to use, reproduce, distribute, prepare derivative works of, and display User Submissions. The license granted here, by you, terminates in part once you remove or delete a User Submission from the Site. Your termination applies only to our future use of your User Submission and does not apply to any previous use, distribution or promotion.

## **7. Prohibited Content**

By using our Site, or submitting User Submissions, you agree that you will not make available any content or material that:

- Infringes any copyright, patent, trademark, trade secret or other proprietary rights of any party
- You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements)

- Is false, inaccurate, deceptive, misleading or deceitful
- Is profane, sexually explicit, tortious, vulgar, obscene, libelous, abusive, misleading, unlawful, or infringes on the rights of others
- Harasses, degrades, intimidates or is hateful toward an individual or group of individuals because of religion, gender, sexual orientation, race, ethnicity, age, or disability
- Harms minors in any way
- Impersonates any person or entity, including, but not limited to, a CBC employee or another member, or that falsely states or otherwise misrepresents your affiliation with a person or entity
- Includes personal or identifying information about another person without that person's explicit consent
- Constitutes or includes unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation
- Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Site or any computer software or hardware or telecommunications equipment
- Interferes with or disrupts the Site, its servers or networks, or violates any requirements, procedures, policies or regulations of networks connected to the Site
- Intentionally or unintentionally violates any local, state, national or international law or
- Provides material support or resources (or conceals or disguises the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the U.S. government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act

## **8. Prohibited Behavior**

You further agree that you will not, and will not encourage anyone else to:

- Collect personal data about, including email addresses of other members for commercial or unlawful purposes
- Repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure
- Circumvent, disable or otherwise interfere with security related features of the Site or
- Use or launch by automated means, including spiders, robots, crawlers, data mining tools, offline readers or the like to download data from this Site

We do grant an exception for internet search engines (e.g., Google, Bing) and non-commercial public archives that comply with our TOU, to use automated services to access the Site and our Content. This

exception is for the sole purpose of search engine indexing, not to cache or archive any such materials. We reserve the right to revoke this exception either generally or in specific cases, at any time.

## **9. Copyright Infringement Notification Procedure**

If you believe your intellectual property has been used on this Site without authorization in a way that constitutes copyright infringement, please notify us. [Click here](#) for instructions on how to do so.

If you have received a DMCA ‘takedown notice’ you may file a counter-notification via the instructions in the above link.

## **10. Termination Actions**

We will terminate any member account that: (a) we believe has been created using false or fraudulent information; (b) any member name that we deem offensive or inappropriate; (c) any account that violates this TOU or is inactive for an extended period. If you discover or suspect any unauthorized use of your password or account, you agree to immediately notify our [Privacy Administrator](#).

## **11. Disclaimer of Warranty and Limitation of Liability**

NO WARRANTIES: YOU AGREE THAT USING THIS SITE AND ANY MATERIAL OR INFORMATION AVAILABLE THROUGH THIS SITE IS ENTIRELY AT YOUR OWN RISK. THIS SITE IS PROVIDED BY US ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO HOW ACCURATE, CURRENT OR COMPLETE INFORMATION MAY BE. NOR DO WE GUARANTEE THE SITE WILL BE ERROR-FREE, TYPO-FREE, CONTINUOUSLY AVAILABLE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ANY WARRANTIES FOR (a) MERCHANTABILITY OR FITNESS OF SERVICES OR GOODS ADVERTISED ON OR ACCESSED THROUGH ANY LINKS ON THE SITE, AND (b) ANY COPYRIGHT INFRINGEMENT.

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## **12. Indemnification**

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CBC ENTITIES, THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, EXPENSES, ACTIONS OR INVESTIGATIONS ARISING OUT OF THE USE OF THIS SITE BY YOU OR YOUR ACCOUNT. WE WILL NOTIFY YOU PROMPTLY OF ANY SUCH CLAIM AND ASSIST YOU, IF REQUESTED AND AT YOUR EXPENSE, IN DEFENDING ANY SUCH CLAIM. YOU MAY NOT SETTLE ANY CLAIM COVERED BY THIS SECTION WITHOUT OUR PRIOR WRITTEN APPROVAL. WE RETAIN THE RIGHT TO TAKE EXCLUSIVE CONTROL AND DEFENSE OF ANY CLAIM SUBJECT TO INDEMNIFICATION BY YOU. YOU WILL COOPERATE FULLY WITH US BY DECLARING ANY AVAILABLE DEFENSES.

## **13. Miscellaneous**

### **(a) No Waiver**

Our failure to exercise or enforce any of our rights or to enforce any provision of the TOU will not constitute a waiver of such right or provision. If any provision of the TOU is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that all other provisions of the TOU will remain in full force and effect.

### **(b) No Professional Advice**

Any information supplied by any employee or agent for the CBC Entities, whether by telephone, email, article, broadcast, post, letter or other form of communication, is intended solely as general guidance on the use of the Services and does not constitute a waiver or modification of any of the terms in the TOU, or any legal, tax, accounting or other professional advice.

### **(c) Statute of Limitations**

You agree that, regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the TOU or use of this Site must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **(d) Choice of Law and Forum**

Any dispute of any sort that might arise between you and CBC will be governed by the laws of North Carolina, without regard to its principles of conflict of laws. You and CBC submit to the exclusive jurisdiction of the state and federal courts in the Eastern District of North Carolina.

## **14. Contact Us**

We welcome any suggestions you may have to improve our Services. Please send us your feedback through the specific Service link [found here](#).

If you have questions about the TOU please contact us via our [Privacy Administrator](#).

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