Terms of Use

Last Updated/Effective Date – January 13, 2026

Welcome to Capitol Broadcasting Company, Inc. and our family of Companies (herein "**CBC,**" "We", "Us", "Our"), and our websites, online and mobile services and apps (collectively "**Services**"). All Services are owned, operated by, or affiliated with CBC.

BY ACCESSING THE SERVICES, YOU ("USER") AGREE TO BE LEGALLY BOUND BY THE TERMS, CONDITIONS AND NOTICES INCLUDED IN THESE TERMS OF USE ("TERMS"), AND BY THE TERMS IN OUR ACCOMPANYING PRIVACY NOTICE. PLEASE READ THE TERMS AND PRIVACY NOTICE BEFORE USING OUR SERVICES.

1. General Rules
2. Our Content
3. Third Parties and User Interactions
    a. Third Party Links
    b. Classifieds, Real Estate, Subject Matter Experts
    c. Representations and Warranties
    d. Limitation of Liability
4. User Submissions, Prohibited Content
5. Prohibited Behavior
6. Copyright Infringement Notification
7. Disclaimer of Warranty and Limitation of Liability
8. Indemnification
9. Miscellaneous
    a. No Waiver
    b. No Professional Advice
    c. Statute of Limitations
    d. Choice of Law and Forum
10. Contact Us

1. GENERAL RULES

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 of certain Services, you must be a registered user and provide your email address and at times, a password. In using Our Services, you agree to the Terms 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 Terms, the official rules or additional terms and conditions will govern, unless stated otherwise.

We may change or update these Terms from time to time, without advance notice to you. For that reason, please review the Terms 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 Service after changes are posted, you accept the modified Terms.

2. OUR CONTENT

All Content on Our Services, except for User Submissions (as defined below), including text, scripts, graphics, photos, videos, sounds, music, software, interactive features and the like (collectively the "Content") as well as the trademarks, service marks and logos ("Marks") are owned by or licensed to CBC,

subject to copyright and other intellectual property rights under U.S. and foreign laws and international conventions. Our Content and User Submissions may not be used, copied, stored, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any commercial purposes without the prior written consent of CBC, which may be withheld solely at CBC's disclosure. We reserve all rights to the Content. You may link to Our online services, articles, and information so long as the Content is not altered, manipulated or reproduced and you accurately credit Us. If you download or print a copy of the Content for personal use, you must retain all copyright and identifiable proprietary notices.

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

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.

3. THIRD PARTIES AND USER INTERACTIONS

a. Third Party Links. The Services may contain links to websites and/or apps that are not owned or operated by CBC and are independent from our Services. Visiting such websites or apps 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 links. A link to another website or app does not constitute Our endorsement of that entity, nor of any product, service, content, or other material it offers.

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. The User should conduct any investigation and research deemed necessary or appropriate before proceeding with any transaction with a third party found through Our Services. If a dispute arises between User and any third party, User agrees that We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

c. Representations and Warranties. User represents and warrants that it has not and will not post any classified listings on the Services that (a) violate 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 or any right of privacy or publicity. In using the Services, User agrees to indemnify and hold harmless CBC from any actual and/or potential claims, damages, expenses and\or losses, including reasonable legal fees, incurred by CBC in connection with any breach or alleged breach of this warranty by User.

d. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR AGGREGATE LIABILITY ARISING OUT OF RELATING TO ANY CLASSIFIED LISTING YOU POST OR ATTEMPT TO POST ON OUR SERVICES, 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. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

4. USER SUBMISSIONS

The Services may permit users to submit videos, photographs, audio recordings, posts, blogs and/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 Services; (ii) the content is accurate, (iii) the content will not violate the intellectual property 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 you 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, by submitting User Submissions you grant Us a perpetual, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, sublicense, monetize, prepare derivative works of, archive and to display the User Submissions. You also grant each user of the Services a non-exclusive license to access your User Submissions, and to use, reproduce, distribute, prepare derivative works of, and display User Submissions.

4.1 Prohibited User Submissions. By submitting User Submissions, you agree that you will not submit, share or make available to Us any content or material that:

- Infringes any copyright, patent, trademark, trade secret or other proprietary rights of any party
- Is, to any degree, modified, edited or altered from its original form, including but not limited to changes in appearance, content, substance or metadata
- Has been created using Artificial Intelligence (AI)
- 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 Services or any computer software or hardware or telecommunications equipment

- Interferes with or disrupts the Services, its servers or networks, or violates any requirements, procedures, policies or regulations of networks connected to the Services

- 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

5. PROHIBITED BEHAVIOR

5.1 Our Content and Services are intended for human consumption and understanding. We do not grant permission for our Content or Service to be used to develop or enhance Artificial Intelligence ("AI") capabilities. By using the Services, you agree that you will not, nor encourage or allow anyone, human or non-human, to:

- Scrape or extract Content from our Services using any form of automated scraping, data mining, or extraction by AI systems and/or bots, including machine learning models, natural language processing algorithms, and any other technology designed to analyze, process, reproduce or learn from our Content and/or Services; or

- Use the Services and/or Content to train artificial intelligence models or systems for language models, image recognition algorithms, or any other form of AI technology existing now or in the future; or

- Use the Services and/or Content as a reference, inspiration, or starting point for AI systems designed to produce derivative works or new content whether through AI-powered text generation, image synthesis, or any other form of AI-related content creation.

CBC, in its sole discretion, reserves the right to allow a specified AI system and/or chatbot, that is preapproved by CBC, to use its copyrighted Content for training.

5.2 You also agree that you will not, nor encourage or allow anyone else to:

- Collect personal data about others, including email addresses of other members for commercial or unlawful purposes; or

- Repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure; or

- Circumvent, disable or otherwise interfere with security related features of the Services; or

- Use or launch by automated means, including spiders, robots, crawlers, data mining tools, offline readers or the like to download data from the Services.

5.3 For users who create an account with us, We will terminate any account that: (a) We believe has been created using false or fraudulent information; (b) uses language that We deem offensive or inappropriate; (c) violates these Terms 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.

6. COPYRIGHT INFRINGEMENT NOTIFICATION PROCEDURE

If you believe your intellectual property has been used on the Services 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.

7. DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

NO WARRANTIES: YOU AGREE THAT USING THE SERVICES AND ANY MATERIAL OR INFORMATION AVAILABLE THROUGH THE SERVICES IS ENTIRELY AT YOUR OWN RISK. THE SERVICES ARE 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 SERVICES 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 THROUGH THE SERVICES, AND (b) ANY COPYRIGHT INFRINGEMENT.

LIMITATIONS ON OUR LIABILITY: UNDER NO CIRCUMSTANCES WILL WE OR ANY CBC ENTITY BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SERVICE, ANY PRODUCT, INFORMATION OR LINK TO, FROM OR ADVERTISED OR PROMOTED ON THIS SERVICES, INCLUDING ANY LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA). YOU AGREE THAT THE LIABILITY, IF ANY, OF THE CBC ENTITIES ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICES WILL NOT EXCEED THE AMOUNT YOU PAID, IF ANY, TO US FOR THE USE OF THIS SERVICES.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY.

8. 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 THE SERVICES 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.

9. MISCELLANEOUS

a. No Waiver. Our failure to exercise or enforce any of our rights or to enforce any provision of the Terms will not constitute a waiver of such right or provision. If any provision of the Terms 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 Terms will remain in full force and effect.
b. No Professional Advice. Any information supplied by any employee or agent for CBC, 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 the Terms, not does it constitute 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 Terms or use of this Services will forever be barred unless filed within one (1) year after such claim or cause of action arose.
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.

10. 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 Terms please contact us via our Legal department.

© Copyright 2026 – Capitol Broadcasting Company, Inc. – All Rights Reserved.