

## **Contest Rules**

### **COMBINED COMMUNICATIONS, Inc. GENERAL CONTEST RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**These General Contest Rules are applicable to all contests (“Promotions”) conducted by CCI and/or its subsidiaries (including licensee subsidiaries) and should be read in conjunction with any contest-specific rules published by CCI for to particular reply. If there is a conflict between these General Contest Rules and the contest-specific rules, these General Contest Rules shall govern.**

1. Prizes: There is no substitution, transfer, or cash equivalent for prizes, except that CCI may, at its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. The prizes are expressly limited to the item(s) described on-air and/or listed in the contest-specific rules and do not include taxes, gratuities or any other expenses. Any tickets awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply. Listeners need not be present to win unless otherwise specified.

2. Winner Selection and Notification: Winner(s) must execute and return any required affidavit of eligibility and/or any required release within ten (10) days of notification attempt or winner will be disqualified and the prize will be forfeited and an alternate winner(s) may be chosen. If a potential winner(s) cannot be contacted, fails to complete, sign and return any required affidavit or release within the required time period, or if a prize or prize notification is returned as undeliverable, the potential winner(s) will be disqualified and will forfeit the prize. An entrant who provides a mobile wireless number to CCI in connection with the Promotion, including by entering via text message or providing a mobile number for winner notification purposes,

Unless otherwise specified in the prize notification: (1) all prizes or prize certificates may be picked up at the office of the station conducting the Promotion, and (2) the winner(s) will forfeit any prize or prize certificate not claimed within thirty (30) days of winning. Prize or prize certificates will not be mailed to the winner(s) without the winner's or winners' prior written consent in which the winner(s) shall agree to assume its risk of loss. CCI, its promotional partner(s) and/or sponsor(s) are not responsible for the safe arrival of a prize or prize certificate.

3. Conditions:

a. Payments of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or

related/equivalent form including a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the station conducting the Promotion (in combination with any prizes won in Promotions run by any other CCI radio station) in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete a required form will result in disqualification and forfeiture of the prize.

b. Participating in the Promotion and acceptance of a prize constitutes a winner's and guest's (where applicable) permission for the CCI or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness , photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, CCI may, where legal, require a winner ( and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to acceptance of the prize. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release.

c. To the fullest extent permitted by law, by participating in the Promotion, you:

i. agree to grant CCI a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit any items (including any photos, videos, audio, or written material ) submitted as part of your contest entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to you or any third party;

ii. acknowledge that CCI reserves the right, in its sole discretion, not to use the Materials at all; and

iii. represent and warrant that: you are at least 18 years of age or at least as old as the age of the majority in your state; you have the full legal right, power and authority to grant to CCI the license provided for herein; you own or control the complete exhibition and other rights to the Materials you submitted for the purposes contemplated in this license; you are either the parent (or legal guardian) of any minor featured in the Materials or have received the express consent of the parent (or legal guardian) for any such minor to appear in the Materials and to enter the minor's likeness in the Materials in the contest; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against,

d. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and eligibility requirements of the Promotion, CCI in its sole discretion

may require verification of Promotion winner's or winners' identification by a showing of valid government-issued photo identification.

and. To the fullest extent permitted by law, by participating and/or accepting a prize, entrants, winner(s) and guests (if applicable) agree to release and hold harmless the station conducting the Promotion, its sponsor(s) and promotional partner( s), its advertising and promotion agencies, any social media platform utilized in the conduct of the Promotion (including but not limited to Facebook, Inc.) and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors , employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. CCI may also require eligible Promotion winner(s) and their guests or travel companions, if any (as well as each of their parent(s) or legal guardian(s), if winner(s), guest(s) or travel companion(s) are under the age of majority in their state of residence), to sign a liability release confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or travel companion(s) sign and return any required release.

F. The station conducting the Promotion, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from any Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the station's website, Facebook Page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The station conducting the Promotion further reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the station's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the station in its sole discretion. Any attempt by an entrant or any person to deliberately damage any station website, Facebook Page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the CCI reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The station's failure to enforce any term of these rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the station conducting the Promotion, any competition or prize-related event or travel is delayed, rescheduled, postponed or cancelled, the station reserves the right,

g. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering or the administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible if any part of a Promotion prize cannot be awarded due to acts of god, acts of war, natural disasters, weather, acts of terrorism or other factors beyond CCI's control.

h. To the fullest extent permitted by law, by participating in the Promotion, you understand and agree that:

i. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);

ii. any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);

iii. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain awards for attorneys' fees, and you hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;

IV. any claim or dispute regarding the Promotion, these General Contest Rules or the contest-specific rules, will be resolved pursuant to the laws of the State or Commonwealth in which the station conducting the Promotion is located, without regard to the conflicts of laws and rules of that State or Commonwealth;

v. any claim or dispute regarding the Promotion, these General Contest Rules or the contest-specific rules will be resolved in a tribunal within the State or Commonwealth in which the station conducting the Promotion is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such court.

If for any reason a claim or dispute regarding the Promotion, these General Contest Rules or the contest-specific rules proceeds in court rather than through arbitration, there will not be a jury trial.

i. The invalidity or unenforceability of any provision of these General Contest Rules or the contest-specific rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, the General Contest Rules and contest-specific rules shall be constructed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

ii. Promotions are not affiliated with or sponsored by Apple.

#### 4. Terms of Use Agreement & Privacy Policy:

By entering this Promotion, you agree to be bound by these General Contest Rules, the contest-specific rules (if any), and the station's Terms of Use Agreement and to the use of your personal information as described in the station's Privacy Policy. The Terms of Use Agreement and Privacy Policy can be found on the station's website or at the main studio of the station.

#### GENERAL RULES FOR CCI MEDIA CONTESTS

THE GENERAL RULES FOR CCI MEDIA CONTESTS STATE THAT NO PURCHASE IS NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

These General Contest Rules apply to all contests ("Promotions") conducted by CCI Media LLC and/or its subsidiaries (including licensed subsidiaries) ("CCI") and should be read in conjunction with any specific contest rules published by CCI Media LLC. CCI for a particular contest. If there is a conflict between these General Contest Rules and the specific rules of the contest, these General Contest Rules will control.

1. Prizes: There are no substitutions, transfers, or cash equivalents for prizes, except that CCI may, in its sole discretion and to the extent permitted by law, substitute prizes of comparable value or cash. Prizes are expressly limited to items described on-air and/or listed in the specific contest rules and do not include taxes, gratuities, or any other expenses. Any ticket awarded as part of a prize will be subject to the terms and conditions set forth by the issuer and are valid only on the date(s) printed on the tickets. Other restrictions may apply. Listeners do not need to be present to win unless otherwise specified.

2. Selection and notification of the winner: winner(s) must execute and return any affidavit of eligibility and/or any required release within ten (10) days of attempted notification or winner(s) will be disqualified and prize forfeited and an alternate winner(s) may be chosen. If a potential winner(s) cannot be contacted, any affidavit

or release cannot be completed, signed and returned within the required time period, or if a prize or prize notification is returned as undeliverable, the winner(s) will be disqualified. And you will lose the prize. An entrant who provides a mobile phone number to CCI in connection with the Promotion, including by entering via text message or providing a mobile phone number for winner notification, Unless otherwise specified in the prize notification: (1) all prizes or prize certificates may be picked up at the office of the station conducting the Promotion, and (2) winner(s) forfeit any prize or certificate of prize not claimed within thirty (30) days of winning. Prize(s) will not be released to winner(s) without the prior written consent of winner(s), in which winner(s) agree to assume their risk of loss. CCI, its promotional partners and/or sponsors are not responsible for the safe arrival of a prize or prize certificate.

### 3. Conditions:

a. Payments of all federal, state and local taxes are the sole responsibility of the winner(s). Winners will be required to complete and submit an IRS Form W-9 or related/equivalent form that includes the winner's full Social Security Number to receive any prize valued at \$600 or more or for any prize awarded by the station that runs the promotion (in combination with prizes won in Promotions administered by any other CCI radio station) in a calendar year with an aggregate value of \$600 or more. Failure to submit a completed and required form will result in disqualification and prize forfeiture.

b. Participation in the Promotion and acceptance of a prize constitutes winner's and guest's (where applicable) permission for CCI or its agents to photograph, film and record each winner, and to use their name, address (city and state), likeness , photograph, voice, biographical information and/or any statement made by him/her regarding the Promotion or its sponsors for commercial, advertising or promotional purposes without additional financial or other compensation, and, where legal, CCI will require a winner (and guest or travel companion, where applicable) to sign a publicity release confirming such consent prior to prize acceptance.

c. To the extent permitted by law, by participating in the Promotion, you:

i. You agree to grant CCI a non-exclusive, perpetual, worldwide license to edit, transmit, display, re-perform, reproduce, use, syndicate, license, print, distribute and exploit any Items (including photos, video, audio or written material) submitted as part of your participation in the contest (the "Materials"), or any part thereof, in any manner and in all formats and media now known or later developed, without payment to you or any third party;

ii. You acknowledge that CCI reserves the right, in its sole discretion, not to use the Materials at all;

iii. You represent and warrant that: you are at least the age of majority in your state; you have the full legal right, power and authority to grant CCI the license provided herein; you own or control the entire display and other rights to the materials you submitted for the purposes contemplated by this license; you are the parent (or legal guardian) of any minor appearing in the materials or have received the express consent of the parent (or legal guardian) for such minor to appear in the materials and for the minor to be included in the materials in the contest; and neither the materials nor the exercise of the rights granted herein will infringe or violate the right of privacy or the right of publicity, nor will they constitute libel or violate any common law or any other right of any person or entity. .

d. Prior to awarding any prize or prize certificate, and depending on the nature of the prize and the eligibility requirements of the Promotion, CCI, in its sole discretion, may require verification of the identification of the Promotion winner(s) by presentation of a valid government-issued photo ID.

To the extent permitted by law, by entering and/or accepting a prize, entrants, winner(s), and guests (if applicable) agree to release and hold harmless the station running the Promotion, , its sponsors and promotional partner(s), their advertising and promotional agencies, any social media platforms used in conducting the Promotion (including, without limitation, Facebook, Inc.), and each of their respective parent entities , subsidiaries and affiliates, and the officers, shareholders and directors, employees, agents, representatives, successors and assigns of each of them (collectively, the "Released Parties") against any and all claims or liabilities arising directly or indirectly from the prize or participation in the Promotion. CCI may also require eligible Promotion winners and their guests or traveling companions, if any (as well as each of their parents or legal guardians, if the winner(s), guest(s) or traveling companion(s) are minors in their state of residence), to sign a liability waiver confirming such consent. It is the responsibility of the winner(s) to ensure that their guest(s) or traveling companion(s) sign and return any required authorization(s).

F. The station running the Promotion, in its sole discretion, reserves the right to disqualify any person (and all of their entries) from this Promotion if they tamper with the entry process, the operation of the Promotion, or the operation of the station. The website, Facebook page and/or any other social media site that is used in the Promotion, or otherwise violates the rules. The station conducting the Promotion further reserves the right, in its sole discretion, to modify, cancel or suspend the promotion, or any part thereof, if it is unable to be completed as

planned or if there is fraud, technical failure or any factors beyond the control of the station, including infection by computer viruses, errors, tampering, unauthorized intervention or technical failures of any kind, corrupt or affect the administration, security, fairness, integrity or proper conduct of the promotion as determined by the station. Any attempt by an entrant or any person to deliberately damage a station's website, Facebook page and/or any other social media site used in the Promotion or to undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws. In the event such an attempt is made, CCI reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The station's failure to enforce any term of these rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the promoting station, any event or trip related to the competition or the prize is delayed, rescheduled, postponed or cancelled, the station reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and you will not be required to award a substitute prize.

g. Released Parties are not responsible for (i) typographical or other errors in the printing, offering or administration of the Promotion, or in the announcement of a prize; (ii) entries not received due to difficulties accessing the Internet, service outages or outages, computer problems, malfunctions, disconnections, other technology failures, telephone service outages, delays, dropped calls or busy signals, or any other difficulty that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mutilated, misdirected, postage due, illegible, incomplete, incorrect or late entries. Additionally, Released Parties are not responsible if any part of a promotion prize cannot be awarded due to acts of God,

h. To the extent permitted by law, by participating in the Promotion, you understand and agree that:

i. The Federal Arbitration Act applies to this agreement, and if the parties cannot amicably resolve their dispute, it will be resolved by binding arbitration (not in a court of law);

ii. Any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, will be resolved individually, without resorting to any form of class action (even if the rules and procedures of the court of arbitration allow class arbitrations);

iii. All claims, judgments and prizes will be limited to actual costs incurred, including costs associated with entering this promotion, but in no event and under no circumstances will entrants or winners be permitted to obtain prizes for attorneys' fees, and for the You hereby waive all rights to claim punitive, incidental, or

consequential damages, or any other form of damages, other than actual out-of-pocket costs, and any rights to multiply or increase damages;

IV. Any claim or dispute relating to the Promotion, these general contest rules, or the specific contest rules will be resolved in accordance with the laws of the State or the State in which the station conducting the Promotion is located, without regard to conflicts of law. Of that State or commonwealth;

v. any claim or dispute relating to the Promotion, these general contest rules or the specific contest rules shall be resolved in a court within the State or the State in which the station conducting the Promotion is located, and you submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of said court;

If, for any reason, a claim or dispute related to the Promotion, these General Contest Rules, or the Specific Contest Rules proceeds in court rather than through arbitration, there will be no jury trial.

i. and/or the invalidity or unenforceability of any provision of these General Contest Rules or the specific contest rules, including, without limitation, the arbitration agreement, shall not affect the validity or enforceability of any other provision. If any such provision is found to be invalid or unenforceable, the General Contest Rules and Specific Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained in this document.

ii. Promotions are not affiliated with or sponsored by Apple.

#### 4. Terms of Use Agreement and Privacy Policy:

By participating in this Promotion, you agree to be bound by these General Contest Rules, the specific contest rules (if applicable), the Station Terms of Use Agreement and the use of its staff. Information as described in the station's Privacy Policy. The Terms of Use Agreement and Privacy Policy can be found on the station's website or in the station's main studio.

#### **Privacy Policy**

CCI Media ("CCI," "we," "us," or "our") is a diverse multimedia company sharing your favorite music, sports and news across a variety of platforms. In fulfilling this mission, we collect, use, and share certain information about you. We take your privacy seriously, and this Privacy Policy is meant to help you understand how and why we collect, use, and share your personal information. This Privacy Policy also describes certain choices and rights you may have.

This Privacy Policy covers CCI's privacy practices currently and during the past 12 months, including but not limited to all CCI websites, and other online services (collectively, "Services"), as well as CCI's offline privacy practices.

This Privacy Policy, unless otherwise specified, applies all U.S. listeners. Residents of California have additional privacy rights, and accordingly, some information in this Privacy Policy only applies if you are a resident of that state.

If you do not consent to the collection, use, or sharing of your information in the manner described in this Privacy Policy, please do not provide us with such information.

## **Section 1: General Privacy Practices**

### **A. Personal Information We Collect About You**

CCI collects personal information and reserves the right to share said information with our partner advertisers. This includes information that identifies you, such as your name, address, phone number and email address. We collect personal information from and about you. This section explains the categories of information we collect, as well as the sources from which we collect that information and the purposes for which we collect it.

***Categories of Personal Information.*** We may collect, and may have collected in the last 12 months, the following categories of personal information from you or about you when you engage with our Services:

- *Identifiers.* This includes name, e-mail address, telephone number, mobile phone number, geographic location, mailing address, date of birth, zip code, age and gender.
- *Customer Records Information.* This includes personal information defined by the California customer records law, such as address, telephone number, and payment information such as credit or debit card details.
- *Protected Class Information.* If you choose to share it with us, we may collect certain of characteristics of protected classifications under California or federal law, such as age, race, and gender.
- *Internet or other electronic network activity information.* This includes your IP address, unique device identifiers, and geolocation data. This could also include photos, videos, and other content that you allow access to from your device.
- *Inferences.* This includes information about your interactions with our Services, including your interactions with songs, playlists, and/or audiovisual content; your interactions with other CCI users; your interactions with advertising on our Services and information from the public profile of your social media account, including your connections and “likes.”
- *Communications.* This includes any communications you have with CCI, including any user-generated content, such as photos, videos or similar content that you may share with us.
- *Usage information.* When you engage with our Services, we, as well as any third-

party partners and/or service providers, may use a variety of technologies and services—including log files, device identifiers (like mobile advertising identifiers), location information, cookies, pixel tags, and analytics services—that automatically or passively collect information about how you accessed and used our Services. We or our third-party partners may also collect internet or other electronic network activity information, including browsing history, search history, and information regarding your interaction with our Services.

**Sources of Personal Information.** We may collect, and may have collected in the last 12 months, the above-listed categories of personal information from the following sources:

- Directly from you through your interactions with our Services, including when you sign up for a text message or email subscription, access or download content, purchase items, or enter into contests or promotions.
- Automatically about you when you interact with our Services, including page clicks, time spent, or other automatically collected data.
- From cookies or other online tracking technologies, placed on our Services directly by CCI or by our third-party partners.
- From social media platforms, like Twitter or Facebook.
- From joint marketing partners.
- From advertising network partners.
- From service providers, including analytics providers.
- From your friends and family, when they provide information about you to us.

**Purposes for Collection.** We may use, and may have used in the last 12 months, the above-listed categories of personal information for one or more of the following business purposes:

- To accomplish the purpose for which you provided the information. For example, if you provide your personal information to receive regular newsletters or text message updates.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To administer our contests, promotions, and events, including by verifying location.
- To deliver content and product and service offerings relevant to your interests, including targeted and personalized offers and advertisements through our Services and third-party sites, and also via email or text message (pursuant to applicable law regarding consent).
- To measure, analyze, and report ad quality and effectiveness.
- To provide, support, personalize, and develop our Services.
- To link or combine your information with information we receive from others to

help understand you and to provide you with better our Services and advertisements.

- To provide you with customer service support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To communicate with you generally, including about your account and activities on our Services; or about changes to CCI's policies;
- To communicate with you, either directly or through one of our third-party partners, for marketing and promotional purposes via emails, newsletters, notifications, text messages, or other messages.
- To verify your identity.
- To help maintain the safety, security, and integrity of our Services.
- For testing, research, analysis, and product development, including to develop and improve our Services.
- For analytics and operations of our Services.
- To gather broad demographic information for aggregate use.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- To carry out obligations as an FCC-licensed broadcaster and other government or legal obligations.
- To carry out obligations and enforce our rights arising from any contracts we enter with you.
- For purposes disclosed at the time you provide your information or otherwise with your consent.
- We may also sell your information for one of above-listed purposes.

## **B. Cookies And Online Tracking**

Our Services use a variety of online tracking devices or technologies, including log files, device identifiers (like mobile advertising identifiers), location information, cookies, pixel tags (also called web beacons or tracking beacons), and analytics services. We or our third-party partners or service providers may place cookies (which are small text files) on your device for a variety of reasons, including for security and to optimize your interaction on our Services. You may be able to opt-out of the use of certain cookies, although doing so may limit certain features on our Services.

## **C. Personalized Advertising**

We partner with various third-parties to provide personalized content to you when you visit our Services. This may include advertising content from our partners. If you interact with certain advertising on our Services, the third-party partner may

place a cookie on your device to collect information about you. These cookies may track your activities beyond our Services. We do not control the privacy practices of these third-parties.

#### **D. Personal Information We Share**

To provide our Services and fulfill our mission, we may share your personal information with third-parties and service providers. This section explains when and why we share your information.

***Disclosures of Personal Information for a Business Purpose.*** CCI may disclose your personal information to entities other than CCI for a business purpose listed above.

We may disclose, and may have disclosed in the last 12 months, the following categories of personal information:

- *Identifiers.* This includes name, e-mail address, telephone number, mobile phone number, geographic location, mailing address, date of birth, zip code, age and gender.
- *Customer Records Information.* This includes personal information defined by the California customer records law, such as address, telephone number, and payment information such as credit or debit card details.
- *Protected Class Information.* If you choose to share it with us, we may collect certain of characteristics of protected classifications under California or federal law, such as age, race, and gender.
- *Internet or other electronic network activity information.* This includes your IP address, unique device identifiers, and geolocation data. This could also include photos, videos, and other content that you allow access to from your device.
- *Inferences.* This includes information about your interactions with our Services, including your interactions with songs, playlists, and/or audiovisual content; your interactions with other CCI users; your interactions with advertising on our Services and information from the public profile of your social media account, including your connections and “likes.”
- *Communications.* This includes any communications you have with CCI, including any user-generated content, such as photos, videos or similar content that you may share with us.
- *Usage information.* When you engage with our Services, we, as well as any third-party partners and/or service providers, may use a variety of technologies and services—including log files, device identifiers (like mobile advertising identifiers), location information, cookies, pixel tags, and analytics services—that automatically or passively collect information about how you accessed and used our Services. We or our third-party partners may also collect internet or other electronic network

activity information, including browsing history, search history, and information regarding your interaction with our Services.

We may disclose for a business purpose, and may have disclosed for a business purpose in the last 12 months, the above-listed categories of personal information to the following categories of third-parties or service providers:

- Services providers, including data analytics providers, payment processors, and customer support services, among others;
- Advertising networks and advertising servers;
- Third-party marketing partners and sponsors;
- Sponsors and third-party partners for sweepstakes, contests, and promotions;
- Social networks;
- CCI's subsidiaries and affiliates;
- Entities that acquire us or all or substantially all of our assets, or assets related to our Services, or entities that engage in due diligence to consider doing so;
- Law enforcement

***Sale of Personal Information.*** CCI may sell your personal information to third-parties to provide our Services and fulfill our mission, including to deliver personalized and relevant advertising to you.

We may sell, and may have sold in the last 12 months, the following categories of personal information:

- *Identifiers.* This includes name, e-mail address, telephone number, mobile phone number, geographic location, mailing address, date of birth, zip code, age and gender.
- *Customer Records Information.* This includes personal information defined by the California customer records law, such as address, telephone number, and payment information such as credit or debit card details.
- *Protected Class Information.* If you choose to share it with us, we may collect certain of characteristics of protected classifications under California or federal law, such as age, race, and gender.
- *Internet or other electronic network activity information.* This includes your IP address, unique device identifiers, and geolocation data. This could also include photos, videos, and other content that you allow access to from your device.
- *Inferences.* This includes information about your interactions with our Services, including your interactions with songs, playlists, and/or audiovisual content; your interactions with other CCI users; your interactions with advertising on our Services and information from the public profile of your social media account, including your connections and "likes."
- *Communications.* This includes any communications you have with CCI, including

any user-generated content, such as photos, videos or similar content that you may share with us.

– *Usage information.* When you engage with our Services, we, as well as any third-party partners and/or service providers, may use a variety of technologies and services—including log files, device identifiers (like mobile advertising identifiers), location information, cookies, pixel tags, and analytics services—that automatically or passively collect information about how you accessed and used our Services. We or our third-party partners may also collect internet or other electronic network activity information, including browsing history, search history, and information regarding your interaction with our Services.

The categories of third-parties to whom this information may be or has been sold is:

- Advertising networks and partners, and advertising servers;
- Third-party marketing partners and sponsors;
- Sponsors and third-party partners for sweepstakes, contests, promotions, and similar offerings;
- Social networks.

## **E. Your Choices**

***Cookies and Online Tracking.*** You can modify your cookie settings on your browser. If you delete or choose not to accept our cookies, certain features of our Services may not work as intended or be optimized or personalized.

***Online Behavioral Advertising.*** You may opt-out of certain online behavioral advertising practices on our Services and on third-party sites and apps using the following programs and tools: (1) Digital Advertising Alliance (DAA), <http://www.aboutads.info/appchoices/> and <http://optout.aboutads.info>, and/or (2) <http://www.networkadvertising.org/choices/>.

***Text Messages.*** We will not send you text messages without your prior express consent as required by law. You may opt-out of receiving text messages from CCI by texting STOP.

***Emails.*** You can always unsubscribe from our commercial or promotional emails by clicking unsubscribe in those messages. We may still send you transactional and relational emails about your use of our Services.

***Do Not Track.*** Our systems are not configured to recognize or respond to Do Not Track headers or signals.

## **F. Security Safeguards**

CCI uses reasonable and appropriate measures designed to protect your personal information. But we cannot guarantee the security of your information because no security measures are 100% effective.

## **G. Amendments To Privacy Policy**

Any changes we may make to our Privacy Policy will be posted here. Please check this Privacy Policy frequently. If you do not agree or consent to these changes, do not continue to use our Services.

## **H. Contact Information**

If you have any questions or concerns about the content in this Privacy Policy or our privacy practices, please contact us at: 541-382-5263

### **Terms of Use:**

Welcome to this Website, which is operated by an Affiliate of CCI. This site is one of a network of ad-supported sites operated by Affiliates of CCI, each of which also operates a local radio station. Each CCI Affiliate site has adopted this Terms of Use Agreement ("Agreement") to the extent applicable. "Affiliate" means a company controlling, controlled by or under common control with another company, or a company which shares common management.

This Agreement is a binding legal contract between you and CCI ("we," "us" or "our") and governs your use of the Website and any content made available from or through the Website, including any subdomains thereof. Please read this Agreement, as well as our Privacy Policy (the "Privacy Policy"), carefully. By using our Website, application, mobile application, and/or any services offered through our Website, application, and/or mobile application (collectively, the "Service"), you accept the terms of this Agreement. If at any time you determine that you do not accept all the terms and conditions of this Agreement and the Privacy Policy, you must immediately discontinue use of this Service. The Service is provided for your personal non-commercial use only, and subject to your compliance with this Agreement.

**YOU MAY NOT USE THIS SERVICE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT, THE PRIVACY POLICY, AND/OR ANY APPLICABLE ADDITIONAL TERMS (SUCH AS CONTEST RULES). YOUR ACCESS TO THIS SERVICE MAY BE TERMINATED IMMEDIATELY AT CCI MEDIA'S SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISION OF THIS AGREEMENT AND/OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR FOR NO REASON.**

Some parts of the Service may contain adult content intended for people who are at least 18 years old. By viewing this adult content, you are representing that you are at least 18 years old and that the content is acceptable to you. Filtering software is commercially available that can be used to exclude content that is not acceptable

to you. This software may prevent the display of all or portions of the Service content.

### **Changes to this Agreement and/or the Privacy Policy**

CCI reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Privacy Policy at any time. If we make any substantial changes to this Agreement and/or the Privacy Policy, we may notify you by posting a prominent announcement on the Website. However, we encourage you to check this Agreement and the Privacy Policy often for updates. Your continued use of the Service after the date of any changes to the Agreement and/or the Privacy Policy will constitute your acceptance and agreement to be bound by those changes without limitation, qualification or change. If at any time you determine that you do not accept these changes, you must immediately discontinue use of this Service.

### **Privacy, Children's Privacy, and Protection of Personal Information**

CCI has developed a Privacy Policy in order to inform you of its practices with respect to the collection, use, and disclosure of personal information.

We do not knowingly collect, use or disclose the personal information of any person under the age of 13. If you believe that we have inadvertently collected personal information from a child, please contact us at 541-382-5263, and we will endeavor to destroy such personal information immediately.

Consistent with the Privacy Policy, CCI reserves the right to disclose personal information as required or authorized by applicable law.

### **Accounts, Security, and Passwords**

If the Service requires you to open 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. The completeness and accuracy of your registration data is your responsibility, and any loss caused by your failure to ensure the completeness and accuracy of this information 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 and any loss caused by your failure to do so is your responsibility. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify CCI immediately of any unauthorized use of your account. CCI 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.

### **Use of Intellectual Property**

The Service, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, CCI logos, titles, characters, names, graphics and button icons (collectively "Intellectual Property"), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by CCI or by other parties that have provided rights thereto to CCI.

Except for personal, non-commercial purposes, you may not, and you hereby agree that you will not, reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any Intellectual Property, information, software or products obtained from or through this Service, in whole or in part, without the express written permission of CCI.

Other trademarks, service marks, product names and company names or logos appearing on this Service that are not owned by CCI may not be used without express permission from their owners.

We welcome links to our Service. You are free to establish a hypertext link to this Service so long as the link does not state or imply any sponsorship of your site, service, application, or mobile application by us.

Additionally, unless otherwise expressly permitted, you may not frame, or in-line link, any of the content of this Service, or incorporate into another website, application, mobile application, or other service any of our intellectual property.

### **Procedure for Making Claims of Copyright Infringement**

CCI respects the Intellectual Property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act ("DMCA") regarding such rights. By submitting any material to this Service, you are granting permission to have that material posted on this Service, and you are representing that you are the rightful owner of the submitted material and that no one else may claim rights to the material. CCI reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights CCI may have under law or contract.

If you are an owner of intellectual property who believes your intellectual property has been improperly posted or distributed via this Website or Service, please notify us by sending a notice by U.S. Mail to Combined Communications, Inc. PO Box 5037 Bend, OR 97708. Your notice must include the following information: (1) a physical

or electronic signature of a person authorized to act on behalf of the owner of the copyrighted work allegedly infringed; (2) a description of the copyrighted work or works that allegedly have been infringed; (3) a description of where on the Service the allegedly infringing material appears that will allow us to locate the material; (4) a statement by you that you have a good faith belief that the allegedly infringing use has not been authorized by the copyright owner, its agent, or the law; and (5) a statement by you that the information in your notice is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the copyrighted work that has allegedly been infringed.

### **User Content**

The Service may contain features that allow users to post, upload, transmit and/or otherwise submit (collectively, "post") certain content and materials, including, without limitation, text, .jpeg and other image files (both moving and still), links, sound recordings, comments, recommendations ("User Content"). By posting User Content, you acknowledge that (a) such User Content may be routed through CCI's servers, third-party servers, and the Internet; (b) User Content may be viewed by CCI personnel and the general public; and (c) the Service is public, not a private, means of communication.

We may, in our absolute discretion and without notice to you, screen, refuse to post, remove, or edit User Content, but we are not obligated to do so. If we have questions regarding User Content, we have the right, but not the duty, to contact you for further information, including, for example, to seek verification that you hold the copyright in or are otherwise authorized to post the User Content.

You retain any copyright and other rights that you might hold in any User Content that you post to the Service. However, by posting User Content, you hereby grant CCI, its subsidiaries, and/or affiliate(s), and their respective licensees, a perpetual, non-exclusive, worldwide, transferrable license to use, copy, sublicense, modify, transmit, publicly perform, display, create derivative works of, host, index, cache, tag, encode and/or adopt User Content in any and all media formats or channels, whether now known or hereafter devised, including, without limitation, the Service and Affiliate station broadcasts, without payment to you and without further consent from or notice to you. By posting User Content, you also grant CCI the right to contact you in connection with the User Content and to use your name, city, state, and other information that you may provide in connection with the User Content.

You also agree to abide by these Terms of Use in connection with User Content that you post through the Service, and, with respect to such User Content, you further represent and warrant:

- (a) that you are at least 18 years of age;
- (b) that you have obtained all necessary clearance, releases, licenses, and rights to post the User Content;
- (c) that no encumbrances or other limitations or restrictions on the User Content exist which would prevent its use by CCI; and
- (d) that the User Content and its use by CCI, its corporate parent(s), subsidiaries, and affiliate(s) does not and will not (i) defame any person or entity; (ii) violate or infringe the copyright, trademark, privacy, reputation, patent, trade secret, creative or other rights of any person or entity; and/or (iii) violate these Terms of Use.

By posting User Content, you further agree to indemnify and hold harmless CCI, its corporate parent(s), subsidiaries, affiliate(s), and their respective officers, directors, and employees from any and all claims, liabilities, costs, or expenses, including, without limitation, reasonable attorney and other professional fees, arising from (a) your breach of any of the representations and warranties contained in this "User Content" section of these Terms of Use; (b) the User Content you post through the Service; (c) CCI's use, publication, distribution, or broadcast of User Content that you post; or (d) your use of the Service.

### **Disclaimer of Warranties**

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THE SERVICE IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CCI DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. CCI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS SERVICE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SERVICE AND/OR SERVER WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. CCI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND (INCLUDING WITHOUT LIMITATION SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS) CONTAINED WITHIN THIS SERVICE FOR ANY PURPOSE.

### **Limitations on Liability**

In no event shall CCI, its subsidiaries, affiliates, licensees, parent companies, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available the Service and its contents, be liable to any person or entity whatsoever for any direct, indirect, incidental, special, compensatory, consequential, or punitive damages or any damages whatsoever, including but not limited to: (a) loss of goodwill, profits, business interruption, data or other intangible losses; (b) your inability to use, unauthorized use of, performance or non-performance of the Service; (c) unauthorized access to or tampering with your personal information or transmissions; (d) the provision or failure to provide any service; (e) errors or inaccuracies contained in the Service or any information, software, products, services, and related graphics obtained through the Service; (f) any transactions entered into through the Service; (g) any property damage including damage to your computer or computer system caused by viruses or other harmful components, during or on account of access to or use of the Service or any site to which it provides hyperlinks; or (h) damages otherwise arising out of the use of the Service. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if CCI has been advised of the possibility of damages.

### **Links**

This Service may contain links to websites operated by third parties. CCI does not monitor or control the linked sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of any of the content uploaded, displayed or distributed, or products, or services available at these sites. If you choose to access any third-party site, you do so at your own risk. The presence of a link to a third-party site does not constitute or imply CCI's endorsement, sponsorship, or recommendation of the third party or of the content, products or services contained on, or available through, the site.

### **Internet Radio**

The Service may provide you access, for your personal use, to a live stream of an Affiliate's radio signal (the "Internet Radio Service"). You may not rebroadcast the Internet Radio Service in any way. You may not make any recordings of, or otherwise duplicate, content or information provided by the Internet Radio Service through any means. In addition, you may not re-transmit or otherwise distribute the content or information provided by the Internet Radio Service in any way, including by online streaming such content or making such content available for download. You may not re-skin, re-package, decompile, reverse engineer, or disassemble the Internet Radio Service, or construct a media player or interface that accesses the Internet Radio Service, including by weblink that bypasses the

home page of the Service. In addition, your use of any products or services that access the Internet Radio Service and which are provided by third parties not authorized by us constitutes a violation of this Agreement, even if you did not create such product or services and/or do not understand how they were created.

### **Third Party Merchants**

The Service may permit you to order and receive products, information and services from businesses that are not owned or operated by CCI, our corporate parent(s) and/or our Affiliates. The purchase, payment, warranty, guarantee, delivery, maintenance and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. CCI does not endorse, warrant or guarantee such products, information or services and is not liable for the accuracy, completeness or usefulness of such information, opinion or advice or the quality or availability of such products or services. CCI will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products, services or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee, if any, charged for the CCI service.

### **Modification/Termination by CCI**

CCI respects the intellectual property rights of third parties. Accordingly, you may not store any material on the Service or use CCI's systems or servers in any manner that constitutes an infringement of third party intellectual property rights, including under U.S. copyright law. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable laws, it is the policy of CCI to suspend or terminate, in appropriate circumstances, the internet service provided to any subscriber or account holder who is deemed to infringe third party intellectual property rights, including repeat infringers of copyrights. In addition, CCI expressly reserves the right to suspend, terminate or take other interim action regarding the internet service of any user if CCI, in its sole discretion, believes that circumstances relating to an infringement of third party intellectual property rights warrant such action. These policies are in addition to and do not affect or modify any other rights CCI may have under law or contract.

In addition, CCI reserves the right, in its sole discretion, to modify, suspend, or terminate this Service and/or any portion thereof, and/or your account, password, or use of any CCI internet service, or any portion thereof, at any time for any reason, or no reason, with or without notice to you.

Any termination of your account removes your authorization to use the Service. In the event of termination, you will still be bound by your obligations under this Agreement, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, CCI shall not be liable to you or any third party for any termination of your access to the Service.

### **Indemnification**

You agree to indemnify, defend, and hold harmless CCI, its subsidiaries, agents, parent companies, distributors, licensees and affiliates, and their officers, directors and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement or any warranty you provide herein, or otherwise arising in any way out of your use of this Service and any related CCI internet service and/or software. CCI reserves the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with CCI in asserting any available defenses.

### **International Use/U.S. Export Controls**

Accessing the materials on this Service by certain persons in certain countries may not be lawful, and CCI makes no representation that materials on this Website are appropriate or available for use in locations outside the United States. If you choose to access this Website from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

The United States controls the export of any software downloadable from this Service. No software or any other materials associated with this Service may be downloaded or otherwise exported or re-exported to countries or persons prohibited under export control laws, including but not limited to countries against which the United States has embargoed goods, or to anyone on the U.S. Treasury Department list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using and/or downloading any such materials from the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited.

### **General Information**

This Agreement and the Privacy Policy shall be governed by, construed and enforced in accordance with the laws of the State of Oregon, as it is applied to

agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any cause of action you or CCI brings to enforce this Agreement and/or the Privacy Policy, or in connection with any matters related to this Service and/or a CCI internet service, shall be brought only in either the state or Federal courts located in Deschutes County, Oregon. You agree to submit to the personal jurisdiction of the courts of the State of Oregon for any cause of action arising out of this Agreement and/or the Privacy Policy, or in connection with any matters related to this Service and/or a CCI internet service. You agree to file any cause of action with respect to this Agreement and/or the Privacy Policy, or in connection with any matters related to this Service and/or a CCI internet service, within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement and/or the Privacy Policy, or the application thereof to any person or circumstances, is held invalid or for any reason unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement and/or the Privacy Policy shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement and/or the Privacy Policy shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement and the Privacy Policy constitute the entire agreement between you and CCI with respect to the use of the Service and shall not be modified except in writing, signed by an authorized representative of CCI.

### **Class Action Waiver**

You agree that all claims or disputes between us will be arbitrated individually, and that there will be no class, representative, or consolidated actions in arbitration. If you or we bring a claim in small claims court, the class action waiver will apply, and neither of the parties can bring a claim on a class or representative basis.

Furthermore, neither you nor we may participate in a class or representative action as a class member if the class action asserts claims that would fall within the scope of this arbitration agreement if they were directly asserted by you or us.

Notwithstanding the foregoing, this arbitration agreement shall not prohibit you or us from participating in any judgment or settlement in any litigation brought by a federal, state, or local government on behalf of you or us, excluding litigation brought by any relator or party in its capacity as a private attorney general. We both agree that this class action waiver is an essential part of our arbitration agreement and that if this class action waiver is found to be unenforceable by any court or

arbitrator then the entire arbitration agreement set forth in this section will not apply to any claim or dispute between you and us. This class action waiver may not be severed from our arbitration agreement.

### **Informal Dispute Resolution**

You and the CCI Affiliate that operates the Service agree to try to resolve disputes informally before resorting to arbitration. If the dispute cannot be resolved by telephone, you agree to notify us of the dispute by sending a written description of your claim to Combined Communications, Inc. PO Box 5037 Bend, OR 97708 so that we can attempt to resolve it with you. If we do not satisfactorily resolve your claim within 30 calendar days of receiving notice of it, then you may pursue the claim in arbitration. Neither you nor we may initiate arbitration without first providing the other notice of the claim and following the informal dispute resolution procedure provided in this paragraph.

### **Arbitration Procedures**

You and the CCI Affiliate that operates the Service agree that this Agreement affects interstate commerce and that the Federal Arbitration Act applies. All arbitrations shall be conducted by the American Arbitration Association (“AAA”). The AAA’s rules are available on its website at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. If the claim asserted in arbitration is for less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply. If the claim asserted is for \$75,000 or more, the Commercial Arbitration Rules will apply. If there is a conflict between the AAA’s rules and this dispute resolution agreement, this dispute resolution agreement shall control. To initiate arbitration, you must send a letter requesting arbitration and describing your claims to Combined Communications, Inc. PO Box 5037 Bend, OR 97708. You must also comply with the AAA’s rules regarding initiation of arbitration. The arbitration will be held in a mutually convenient location. If you seek less than \$10,000, then you may choose to hold the arbitration in person, via phone, or to have it decided based on written submissions.

### **Contact**

If you have questions concerning this Agreement, the Privacy Policy, and/or the Service, you may send them by postal mail to: Combined Communications, Inc. PO Box 5037 Bend, OR 97708