

Terms of Service

Effective Date – April 14, 2021

PLEASE NOTE: THESE TERMS OF SERVICE CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. THE WAIVER AFFECTS HOW DISPUTES WITH THE COMPANY ARE RESOLVED. BY ACCEPTING THESE TERMS OF USE, YOU AGREE TO BE BOUND BY THIS ARBITRATION PROVISION. PLEASE READ IT CAREFULLY.

This Terms of Service (“TOS”) governs your use of the web properties owned and operated by Codcomm, Inc. and its subsidiaries (collectively, “Codcomm,” “we”, “us”, or “our”), including, websites, web pages, interactive features, mobile applications (“Apps”), widgets, blogs, text message promotions, or any website or online service that includes an authorized link to this TOS, and their respective contents (collectively, the “Platforms”), whether accessed via computer, mobile device or other technology.

By accessing or using the Platforms for any purpose, you understand, acknowledge and agree, without limitation or qualification, to be bound by this TOS and the Codcomm Privacy Policy. If you do not agree to the TOS and the Privacy Policy, do not use the Platforms.

1. General Eligibility:

You must be 18 years of age or older to visit or use the Platforms in any manner. You represent and warrant to the Company that you are 18 years of age or older, and that you have the right, authority, and capacity to agree to and abide by this TOS.

Additionally, our Platforms are designed and targeted to audiences in the United States (“U.S.”) and are governed by and operated in accordance with the laws of the U.S. By using the Platforms, you represent that you meet all eligibility requirements and will use the Platforms in a manner consistent with any and all applicable laws and regulations.

2. Changes to this TOS:

At any time Codcomm reserves the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions. Upon posting, any changes and/or modifications shall become effective immediately. Please review this TOS periodically. Your continued use of the Platforms following the posting of any changes will constitute your acceptance of this TOS.

3. Additional Terms:

Codcomm may provide additional rules or terms and conditions (“Additional Terms”) for certain activities on the Platforms including, without limitation, Apps, email services, contests, sweepstakes, and auctions administered by Codcomm or in conjunction with authorized third parties such as our vendors and suppliers that provide internal support to our Platforms. This TOS is incorporated by reference into the Additional Terms, which appear in connection with

information about a particular activity. To the extent that any conflict exists between this TOS and any Additional Terms, the Additional Terms for the activity in which you choose to participate shall govern.

4. Use of Materials Contained on The Platforms:

The content on the Platforms, including but not limited to text, graphics, images, photographs, illustrations, trademarks, trade names, service marks, logos, audio and/or video, photographs, graphics, product or program titles, software (including but not limited to any images or files incorporated in or generated by the software or data accompanying such software), information obtained from Codcomm's licensors, and other materials ("Codcomm Material") is protected by copyright under both United States and foreign laws. Title to the Codcomm Material remains with Codcomm. Nothing stated or implied on the Platforms confers on you any additional license or right under any copyright, trademark, patent or other intellectual property right of Codcomm or any third party unless explicitly provided in this TOS. No Codcomm Material may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way or recompiled, reverse engineered or disassembled, except as otherwise provided herein.

You understand, acknowledge and agree that Codcomm hereby grants you a limited personal, non-exclusive, non-commercial, non-assignable and non-transferable license that authorizes you to use, display and make one copy of the Codcomm Material, including posting on your Facebook page or other social networking sites, provided that you retain all copyright, trademark and other proprietary notices contained in the original Codcomm Material on any copy you may make of the Codcomm Material. You further agree that you will not, in whole or in part, sell, lease, rent, exchange, reproduce, archive, modify, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, or circulate to any third party or on any third party website, or otherwise use the Codcomm Material in any way for any public or commercial purpose without the express approval of Codcomm. Modification of or use of the Codcomm Material for any other purpose is a violation of Codcomm's or such other sources' copyright, trademark and other proprietary rights. The use of any Codcomm Material on any other website, networked computer environment, or other digital technology without Codcomm's express written consent is prohibited.

5. User Submissions:

The personal information you submit to Codcomm is governed by the Codcomm Privacy Policy. To the extent there is an inconsistency between the TOS and the Privacy Policy, the Privacy Policy shall govern. Except as provided under Submission of Ideas (below), Codcomm does not claim ownership of any information or material a user provides to Codcomm or posts, uploads, input, submits, or transmits to the Platforms ("Submission"). Codcomm does not claim ownership of any Submission on, to or through our Platforms, or any other material you transmit, distribute, communicate or store on, to or through the Platforms. You will continue to own any Submission or other material, if you are the lawful owner. You agree that you will not make a Submission that is, in whole or in part, libelous; scandalous; inflammatory; discriminatory; defamatory; false; threatening; vulgar; obscene; pornographic; profane; abusive; harassing;

invasive of another's privacy; hateful or bashing; aimed at gender, race, color, sexual orientation, national origin, religious views, or disability; in violation of local, state, national, or international law; or that infringes on, or violates, any right of any party. Additionally, you agree that you will not: (a) make any Submission that is an advertisement or solicitation of business; (b) disrupt the normal flow of dialogue or make a Submission unrelated to the topic being discussed (unless it is clear the discussion is free-form); (c) post a chain letter or pyramid scheme; impersonate another person; (d) distribute viruses or other harmful computer code; (e) harvest or otherwise collects information about others, including email addresses, without their consent; (f) post the same note more than once or "spamming"; or (g) engage in any other conduct that restricts or inhibits any other person from using or enjoying the Platforms, or which, in the judgment of Codcomm, exposes Codcomm or any of its licensors, partners, or customers to any liability or detriment of any type.

By making a Submission, you are granting Codcomm and our successors and assigns a world-wide, royalty free, perpetual, irrevocable and non-exclusive right (including any moral right) and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such Submission anywhere, for any purpose, and in any form, media or technology now known or later developed. No compensation will be paid with respect to the use of your Submission. Codcomm is free to use any ideas, concepts, know-how, or techniques contained in any communication to the Platforms for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. We are under no obligation to maintain any submission you make and may remove any submission at any time in our sole discretion.

By making a Submission, you also warrant and represent that you own, license, or otherwise lawfully control all of the rights to your Submission, and that our use of your Submission will not infringe or violate the rights of any other person. You are solely responsible for your submission, the consequences of making a Submission, and your reliance on any Submissions. Codcomm is not responsible for the consequences of any Submission. Codcomm is not responsible for screening or monitoring Submissions made to the Platforms by users. If notified by a user of a Submission allegedly in violation of this TOS, Codcomm may investigate the allegation and determine in good faith and its sole discretion whether to remove such Submission. Codcomm will have no liability or responsibility to users for performance or nonperformance of such activities.

Codcomm reserves the right (but is not obligated) to: (a) record the dialogue on the Platforms; (b) investigate an allegation that a Submission does not comply with this TOS and determine in its sole discretion to remove or request the removal of the Submission; (c) remove Submissions which are abusive, illegal, disruptive, or outdated, or that otherwise fail to comply with this TOS; (d) terminate a user's access to any or all parts of the Platforms upon any breach of this TOS or the law; (e) monitor, edit, or disclose any Submission; (f) edit or delete any Submission posted on the Platforms, regardless of whether such Submission violates this TOS.

6. Submission of Ideas:

Codcomm's policy is to not accept or review unsolicited ideas or suggestions from persons outside the company. Notwithstanding such policy, any ideas, suggestions, know-how, or concepts that are offered or communicated to Codcomm through the Platforms or otherwise shall be the property of Codcomm, and may be treated by Codcomm as non-confidential information. Codcomm shall have the unrestricted right to use and disclose such ideas, suggestions, know-how or concepts for any purpose without compensation or obligation to any party.

7. DMCA Designated Agent Copyright Notice Procedures:

If you are an owner of intellectual property or an authorized agent of an owner who believes that the your or rightful owner's intellectual property has been copied without authorization and is accessible on our Platforms in a way that constitutes copyright infringement, you must notify our DMCA Designated Agent in the manner detailed in our DMCA Copyright Complaint Procedures, which are available by contacting Steve McVie, VP of Programming/Station Manager at stevemcvie@capecodradio.com.

8. Links To Other Platforms:

The Site may contain hyperlinks to other websites and webpages ("Third-Party Pages"), as well as to text, graphics, videos, images, music, sounds, advertisements, offers, coupons, advice, promotional materials, or other information belonging to or originating from other third-parties (collectively, "Third-Party Applications"). Codcomm does not investigate, monitor, or review any Third-Party Pages or Third-Party Applications to ensure their accuracy, completeness, or appropriateness. Codcomm is not responsible for the Third-Party Pages or any Third-Party Applications accessed through the Site. To the fullest extent permitted by applicable law, you agree that Codcomm shall have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third party on the Platforms.

The inclusion of any hyperlinks to any Third-Party Pages or Third-Party Applications on any of the Platforms does not indicate Codcomm's approval or endorsement thereof. These links are provided solely as a convenience or benefit to users. Your interactions with a third party on the Platforms, or based on such third party's participation or presence on the Site, are solely between you and the third party. Codcomm makes no representations or warranties with respect to the content, ownership, or legality of any such linked third party website. If you choose to leave the Platforms to access any Third-Party Pages or Third-Party Applications, you do so at your own risk. To the fullest extent permitted by applicable law, you further agree that Codcomm, our parent company(s), affiliates and subsidiaries will not be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, invasion of privacy, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within such websites.

9. Community and Public Areas:

The Platforms may include areas (such as bulletin boards, chat rooms, blogs, comments, links to Codcomm's Facebook page, Twitter account, or other social networking sites and services) where users can post and/or exchange information, ideas, opinions, photographs, images, videos, creative works or any other materials (collectively "Public Areas"). Such areas do not necessarily reflect the views of Codcomm.

To the fullest extent permitted by applicable law, Codcomm shall not assume or have any responsibility or liability for any Submission posted on Public Areas or for any claims, damages or losses resulting from their use and/or appearance on our Platforms.

10. Rules of Conduct:

Your use of the Platforms is subject to all applicable laws, rules and regulations and, in some cases, international treaties. You are solely responsible for all activities, acts and omissions that occur in, from, through or under your user name or password. It is a condition of your club membership, subscription, or use of the Public Areas and our Platforms generally that you do not:

- (a) Use Platforms or Public Areas to violate any laws, rules or regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order or any treaties, or violates or infringes upon any copyright or other intellectual property rights, rights of publicity or privacy or any other rights of ours or of any other person, firm or enterprise.
- (b) Inhibit or restrict any other user from enjoying and using the Public Areas, Platforms or enjoyment of other features and activities.
- (c) Transmit or post any material that is considered by Codcomm, in our sole discretion, to be unlawful, obscene, abusive, harassing, hateful, pornographic, defamatory, embarrassing, threatening, vulgar, libelous, profane or indecent information of any kind, including images and language, or harmful to another user, person or entity.
- (d) Post a sexually-explicit or sexually-suggestive image, statement or other content.
- (e) Post any message or content that solicits gambling or engagement in any gambling activity.
- (f) Delete or revise any Codcomm Material or other information on the Platforms.
- (g) Upload, or transmit any content, software or other material which violates or infringes upon the rights of others, including but not limited to material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right Holder.

(h) Use any device, software or routine, or take any action to interfere or attempt to interfere with the proper working of the Platforms or any feature, activity or services being conducted on the Platforms.

(i) Use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Platforms other than the search engines and search agents available from Codcomm or other than generally available third-party web browsers (such as, but not limited to, Microsoft Internet Explorer, Mozilla, Firefox, and Google Chrome).

(j) Harvest or otherwise collect information about users, including but not limited to, email addresses, IP addresses, unique device IDs, usage, transaction or search history using systematic, electronic methods, or any other means to create or compile (directly or indirectly) a profile, compilation, database or directory without prior written permission from Codcomm.

(k) Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up all or a part of the Platforms.

(l) Link to the Platforms or Codcomm Material, frame the Platforms or a part of a Platform, exhibit or display the Platforms in association or connection with an unauthorized logo, name, or other mark; or do anything that could falsely suggest a relationship between Codcomm and our Stations with any nonaffiliated third party, or do anything that could potentially deprive us of revenue or user activity (including but not limited to revenue or activity generated from advertisers or other activities and features.

(m) Transmit or upload any information, software or other material which contains viruses, time bombs, Trojan horses, cancelbots, worms or other harmful or deleterious components or devices.

(n) Post, or transmit or in any way exploit any information, software or other material for commercial purposes or which contains advertising, promotion or marketing.

(o) Use the Platforms for the purposes of sending junk email, chain letters, duplicative or unsolicited messages or "spamming" or in connection with contests, surveys or pyramid schemes.

(p) Try to gain unauthorized access to the Platforms; other users' accounts, or computers connected to the Platforms through password mining or any other means.

(q) Post any incomplete, false, fraudulent or inaccurate biographical information or general information which is not your own information, or impersonate another person or otherwise misrepresent your relationship or affiliation for purposes of using the

Platforms, or for registering for any activity, feature, and/or promotion.

(r) Post a profile for anything other than to participate in online discussions.

(s) Send a message to a user for any reason other than to participate in online discussions.

If we discover or are notified by any person or entity of any posting or communication which allegedly does not conform to this TOS, we may, in our sole discretion, investigate the allegation and may thereafter determine whether or not to remove or request the removal of the material, or to take any action to remedy any harm to Codcomm or others to prevent further objectionable conduct.

11. Termination:

You understand, acknowledge and agree that we reserve the right to expel users from future participation in any Public Areas, from any membership club, or prevent your further access to the Platforms for violating this TOS or any applicable law. Codcomm may terminate the Platforms or any features, activities or services included on or through the Platforms at any time with or without cause or notice to you. Codcomm shall not be liable to you or any party for such termination.

12. Indemnification:

You agree to defend, indemnify, and hold Codcomm, its officers, directors, employees, agents, licensors, and partners, harmless from and against any and all losses, expenses, damages and costs, claims, actions, governmental investigations or inquiries, lawsuits, proceedings, costs, expenses, demands, or obligations of any kind including, without limitation, reasonable attorney and accounting fees (collectively, "Claims" or individually, a "Claim") resulting from, or alleged to result from, your misuse of the Platforms, including without limitation, any Submission, your violation of this TOS, or your violation of any rights of another person. Codcomm reserves the right to assume, at our sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Codcomm in asserting any available defenses. You may not settle any Claim covered by this Section 14 without Codcomm's prior written approval.

13. Limitation of Liability/Disclaimer:

OUR PLATFORMS MAY CONTAIN TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, AND OUT OF DATE INFORMATION. WE MAKE NO REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF OUR PLATFORMS, OR THAT ANY SUCH INACCURACIES, ERRORS OR ANY SUCH INFORMATION WILL BE FIXED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NEITHER CODCOMM NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE PLATFORMS IS LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE PLATFORMS.

WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE PLATFORMS IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT ANY OF THE PLATFORMS WILL MEET YOUR NEEDS OR REQUIREMENTS, OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THE USE OF OUR PLATFORMS IS AT YOUR OWN RISK. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OR ACCESSING THE SERVICES.

You specifically understand, acknowledge and agree that Codcomm is not liable for any defamatory, offensive or illegal conduct of any user. Codcomm also assumes no responsibility, and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Platforms (including any Public Areas) or your downloading of any Codcomm Material from the Platforms. Codcomm does not warrant or make any representations of any kind or nature with respect to the Codcomm Material. You are responsible for compliance with all applicable U.S. local, state or federal laws.

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 TO YOU.

14. Miscellaneous:

Codcomm makes no representation that any materials, features, activities, products, or services on our Platforms are appropriate or available for use in any particular location within the U.S. or outside of the U.S. Persons who choose to access or use our Platforms from other locations do so on their own initiative and risk and are responsible for compliance with their local laws, to the extent local laws are applicable. This TOS contains the entire understanding and supersedes all prior understanding of the parties hereto relating to the subject matter hereof, and can only be changed or terminated in writing. If any provision of this TOS is found to be illegal or unenforceable, this TOS will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect.

15. No Waiver:

Our failure to exercise or enforce any of our rights or to enforce any provision of this TOS will not constitute a waiver of such right or provision. If any provision of this TOS is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this TOS, which shall remain in full force and effect. No waiver of any of this TOS shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

16. Applicable Laws:

This TOS is governed in accordance with the laws of Massachusetts, United States of America, without regard to its conflict of law provisions.

17. Mandatory Agreement to Arbitrate on an Individual Basis; Class Action Waiver Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, counts, claim, or cause of action) between you and Codcomm or Codcomm's employees, agents, successors, or assigns, shall exclusively be settled through binding and confidential arbitration, except that you or Codcomm may take claims to small claims court if the dispute qualifies for hearing by such a court. In addition, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

There is no judge or jury in arbitration and arbitration procedures are simpler and more limited than rules applicable in court. YOU ACKNOWLEDGE AND AGREE THAT, APART FROM THE NARROW EXCEPTIONS ABOVE, YOU AND CODCOMM ARE EACH WAIVING YOUR RIGHTS TO SUE IN COURT, INCLUDING RIGHTS TO RECEIVE A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY-GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING.

Arbitration shall be subject to the U.S. Federal Arbitration Act and federal arbitration law, and shall be conducted by Judicial Arbitration Mediation Services, Inc. ("JAMS") pursuant to the JAMS Streamlined Arbitration Rules & Procedures effective July 1, 2014 (the "JAMS Rules") and as modified by this agreement to arbitrate. The JAMS Rules, including instructions for bringing arbitration, are available on its website at <http://www.jamsadr.com/rules-streamlined-arbitration>. The Minimum Standards are available at <http://www.jamsadr.com/consumer-arbitration/>. You and Codcomm must abide by these rules: (a) the arbitration shall be conducted on an individual basis and not in a class, consolidated or representative action and the arbitrator shall not award class-wide relief; (b) Codcomm will pay its arbitration costs as required by JAMS rules, and in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Codcomm will pay as much of your arbitration filing and hearing fees as the arbitrator deems is necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation; (c) the arbitrator may award any individual relief or individual remedies that are permitted by applicable law; and (d) each side pays his, her or its own attorneys' fees and costs unless the claim(s) at issue permit the prevailing party to be paid its fees and litigation costs, and in such instance, the fees and costs awarded shall be determined by the applicable law. With the exception of subpart (a) in the paragraph above, if any part of this arbitration provision is deemed invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and be construed in accordance with its terms as if the invalid, unenforceable,

or illegal provision were not contained. If, however, subpart (a) in the paragraph above is found invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void. If for any reason a claim proceeds in court rather than in arbitration, the dispute shall be exclusively brought in the state and federal courts in and for Barnstable County, Massachusetts.

18. Complete Agreement

Except as expressly provided in a particular notice or disclaimer posted by or on behalf of Codcomm on the Platforms, this TOS, including the Privacy Policy, constitute the entire agreement between you and Codcomm with respect to the use of the Platforms and any Codcomm Materials.

19. Contact Us:

We welcome your questions or comments about this TOS and also welcome any suggestions you may have for improvement of our Platforms. Please contact us via email at info@capecodradio.com or postal mail:

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