

Terms of Use

Welcome to our web site (the "Site"). Our site contains news, information and services that we, along with our affiliates, partners, advertisers, agents and related companies, provide to you and other Site visitors, and areas on the Site that allow contributions, communications and interactions by Site visitors (collectively, the "Services").

These Terms of Use (the "Terms") set forth the general terms and conditions that govern the provisions of these services and your use of the Site. These Terms of Use apply to certain websites which are owned and /or operated by or on behalf of Horizon Broadcasting Group, LLC (collectively, "we" "our" or the "Site") and other affiliated entities it owns or controls, including the one which you have arrived at by clicking to this policy via an authorized link. Please carefully review these Terms of Use before using our Site. By visiting this Site, you agree to be bound by the terms and conditions set forth in these Terms of Use, and our [Privacy Policy](#) including any updates or changes to either. You will know that we have changed or updated these Terms because we will note the dates of all revisions at the top. If you want to see archived copies of these Terms or if you have any questions it or the Privacy Policy please contact:

Horizon Broadcasting Group, LLC
Attention: Webmaster
854 NE 4th Street
Bend, OR 97701

We may from time to time operate, either individually or jointly with third parties, other types of web sites that may adopt different user agreements. We therefore encourage you to review the applicable policies and agreements when you visit any web site, including this Site.

A. GENERAL USE OF THIS SITE

1. Personal Use Only. This Site and the Services offered through this Site are made available to you only for your personal, non-commercial use. No portion of the Site, including any interactive, discussion, or user-submitted areas, may be used for commercial reasons, including selling a product, service, or increasing traffic to another web site. You may download or print a single copy of any portion of the Site solely for your own personal, non-commercial use, provided you do not remove any trademark, copyright or other notice that we have placed. No other use is permitted without our written permission. For instance, you may not republish any portion of the Site on any Internet, Intranet or extranet site or incorporate it in any database, compilation, archive or cache.
2. Links to Other Sites. Throughout our Site you may find links to web sites owned and operated by third parties. The links are provided to enhance your experience on our Site and are for convenience only. We may not review all of these linked sites (or other sites linked by these sites), nor do we endorse or sponsor the content contained on these sites. When you access other sites by clicking on a link, the terms and policies that relate to those sites govern your rights and obligations related to those sites, and you should review the terms and policies of those sites when visiting them. We do not assume any responsibility for any aspect of any other site.
3. Links to the Site. If you operate a web site and wish to link to our Site, you may do so, but may not suggest or imply that we endorse or otherwise sponsor your site. You may not frame or utilize framing techniques that involve any content of our Site or otherwise suggest any relationship

between our Site and you without our express written consent. You agree to cease such link upon our request.

4. Other activities; compliance with laws. You agree to comply with all laws that apply to your use of the Site, the Services and any other elements of the user experience on the Site. You agree not to decompile, reverse engineer or disassemble any software or other products or processes accessible through our Site, not to insert any code or product or manipulate the content of the Site in any way that affects any visitor's experience, not to attempt to gain unauthorized access to any portion of the Site, not to transmit unsolicited bulk email or spam, and we may restrict the use of any data mining, robots, cancelbots, spiders, Trojan horse, or any data gathering or extraction method in connection with your use of this Site at any time.

5. Use of Associated Press Material. The following applies to all visitors (which shall include persons and representatives of legal entities, whether such representatives are persons or digital engines of a kind that crawls, indexes, scrapes, copies, stores or transmits digital content). By accessing our website, you specifically acknowledge and agree that: (i) Associated Press text, photo, graphic, audio and/or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium; (ii) No Associated Press materials nor any portion thereof may be stored in a computer except for personal and non-commercial use; (iii) The Associated Press will not be held liable for any delays, inaccuracies, errors or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing; (iv) The Associated Press is an intended third party beneficiary of these terms and conditions and it may exercise all rights and remedies available to it; and (v) The Associated Press reserves the right to audit possible unauthorized commercial use of AP materials or any portion thereof at any time.

6. Information, registration and privacy policy. Certain portions of the Site may request or require that you provide information or register for a Service. This activity is voluntary on your part and is subject to these Terms of Use and our Privacy Policy which you must review in connection with your use of this Site before providing us with any information.

7. Other terms and conditions. From time to time when we provide certain Services they may include additional terms and conditions or requirements that are specific to those Services. We will post those terms and conditions when that is the case, and those terms and conditions will be considered a part of these Terms of Use. You should review those terms and conditions prior to accepting such Services.

B. INTERACTIVE, DISCUSSION AND USER-SUBMITTED AREAS OF THE SITE

Some of the Services on our Site may provide an opportunity for you and other visitors to discuss and debate issues, provide information and content, engage in interactive services or otherwise participate directly with the Site or others using the Site. Examples of these Services include discussion forums, chat rooms, discussions by e-mail or other service, blogs and other moderated discussions, and areas in which you may submit your own information and materials. We refer to these collectively here as "User Forums." Specific User Forums may have their own terms and conditions (see "Other Terms and Conditions" in Section A.7 above). In addition, the following general terms and conditions apply to all User Forums.

1. Rights Reserved. We cannot and do not review every posting on all of our User Forums, and you should keep this in mind when using these portions of our Site. You are solely responsible for what you post in our User Forums. We reserve the right to delete, move or edit messages that we deem inappropriate in our sole and absolute discretion, and to deny or restrict access to visitors for any

reason, in our sole discretion, including use of inappropriate content, violation of our Terms of Use or other abuse our Site. By reserving this right we do not assume any responsibility to take down, move or edit any messages and you should not assume any promise to do so upon our part, even if you request that we do so.

2. Public Information. The User Forums available on this Site are publicly available, and as such, others may view your communications and any information or content you provide to the Site. You acknowledge and agree that you have no expectation of privacy when you choose to submit any posting in our User Forums. Furthermore by participating in the User Forums you acknowledge and agree that you might be waiving your right to remain anonymous and that we cannot guarantee that you will remain anonymous when you provide information to this Site. Always use caution when providing content or information, including any personally identifying information, about yourself or others. We do not represent that the information, content, advice or other statements made by any user of the Site are reliable or accurate, or endorsed in any way by us or any of our affiliates.

3. Disclosure of Information. We reserve the right to disclose whatever personally identifiable information we may have about you as we deem necessary or appropriate to satisfy any law, regulation, legal process or government request. For instance, we may disclose personally identifiable information about user submissions in response to legal process such as a court order, warrant or a subpoena. We also may disclose such personally identifiable information in response to a law enforcement agency's request when it is necessary to investigate, prevent, or take action regarding suspected or potential crimes, illegal activities, fraud, situations involving actual or potential threats to the physical safety of any person, to verify or enforce compliance with the policies governing our Site or applicable laws, or as otherwise required or permitted by law. We also reserve the right to disclose to law enforcement on our own initiative personally identifiable information if we become aware of a user submission that constitutes a credible threat to cause serious physical harm to any person at any place or to commit a serious crime. By reserving these rights, we do not assume any duty or responsibility to so report. We are not responsible or liable to any person or entity whatsoever for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon the disclosure or nondisclosure of information pursuant to this paragraph.

4. Conduct and content in the User Forums. By visiting any of our User Forums, you acknowledge and agree to the following:

- You may not post messages or other content, or otherwise distribute through our Site any illegal or harmful content, including but not limited to content that (a) is defamatory or libelous, (b) is abusive, harassing or threatening, (c) is obscene, vulgar, pornographic or profane, racially, ethnically or religiously offensive, illegal or encourages criminal acts, (d) is known to be inaccurate or contain a false attribution, (e) infringes copyrights, trademarks, publicity or any other rights of others, (f) violates someone's privacy, (g) impersonates anyone (actual or fictitious), (h) deliberately disrupts the User Forum, or (i) is an advertisement or solicitation of funds, goods or services.
- You agree to refrain from sexually explicit language, or language that reflects ethnic slurs, religious intolerance, homophobia, and personal attacks when visiting or using the User Forums.
- In using the Site, you might obtain information about other users. You may not use that information in any way that you know or should know would cause direct or indirect harm or inconvenience to those people or anyone else.
- You may not upload, post, email, transmit or otherwise make available any content or material that contains software viruses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications or other equipment, or to cause a security breach of such software, hardware, or telecommunications or other equipment.

- You may not interfere with or disrupt any servers or networks used to provide any of our Services, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the User Forums. You may not gain or attempt to gain unauthorized access to our Site, or any account, computer system, or network connected to this Site, by means such as hacking, password mining or other illicit means.
- You may not violate any applicable local, state, national or international law, including, but not limited to (a) all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside, (b) regulations promulgated by the U.S. Securities and Exchange Commission, and (c) any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ.
- You may not instigate or encourage others to commit illegal activities or cause injury or property damage to any other person. You may not stalk or otherwise harass anyone through our Site.
- You may not solicit or collect personally identifiable information of any minor (anyone under 18 years old), including, but not limited to, their name, email address, home address, phone number or the name of their school.
- JavaScript files are not allowed on any User Forums we may offer.

C. INTELLECTUAL PROPERTY RIGHTS

1. Content on the Site. The news, information, content and services that you read, hear or see on this Site, including but not limited to, text, photos, graphics, software, code, audio and/or video is our Content, protected by United States and international copyright, trademark and other laws, and may not be reproduced, distributed, transmitted, displayed, performed, published, broadcast, altered, forwarded, re-posted, stored for subsequent use, or otherwise used in whole or in part in any manner without our prior written permission or except as otherwise permitted by law. Use of the materials for any other purpose or modifying any materials from our Site is a violation of our rights. Using anything from our Site on any other web site or networked computer environment without our express written consent is prohibited. Requests for permission to reproduce anything from this Site can be sent to Horizon Broadcasting Group, LLC, Attention: Webmaster, 854 NE 4th Street, Bend, OR 97701.

2. User Content. Any communication or material you send to a User Forum or otherwise to us, including, without limitation, any data, questions, comments, suggestions, opinions or the like (“User Content”) is, and will be treated as, non-confidential and non-proprietary. You continue to retain any rights that you may have in the User Content, subject to the limited license herein whereby you grant to us the right to use User Content, in whole or in part without any compensation to you. The license that you grant is non-exclusive, royalty-free, sublicensable and worldwide. By submitting User Content you also represent and warrant that (a) you own or otherwise have all necessary rights to the User Content and that you have the right to use User Content as provided in these Terms of Service; (b) the User Content will not cause injury to any person or entity.

3. Notices of Infringement. We respect the intellectual property rights of others and require that visitors to our Site do the same. We have registered as an agent with the United States Copyright Office in accordance with the Digital Millennium Copyright Act (“DMCA”) and avail ourselves of the protections thereunder. We reserve the right to remove any content from any part of this Site, including from any User Forums, which allegedly infringes another person's intellectual property rights, consistent with the procedures of the DCMA.

If you believe that you are the owner of any intellectual property that has been improperly posted or distributed via our Site, please notify us by sending the following: (a) an electronic or physical

signature of a person authorized to act on behalf of the owner of the protected interest, (b) identification of the protected work claimed to have been infringed, (c) identification of the material that is claimed to be infringing and information reasonably sufficient to allow us to locate the material, (d) the address, telephone number, and, if available, an email address at which the complaining party may be contacted, (e) a representation that you have a good faith belief that use of the material in the manner complained of is not authorized by the owner, its agent, or the law, and (f) a representation that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. We will comply with the take-down provisions of the DMCA.

Copyright infringement claims and notices should be sent to the attention of Horizon Broadcasting Group, LLC, Attention: Webmaster, 854 NE 4th Street, Bend, OR 97701

D. DISCLAIMERS

1. We do not represent, warrant or guarantee the information or Services posted on this Site, and assume no liability or responsibility for any inaccuracies, infringements, delays, damages, errors or omissions related to the content of this Site. By using the Site you may be exposed to Content that you may find offensive, inaccurate, indecent, misleading or otherwise objectionable. You acknowledge that you bear all risks associated with your use of the Site and any of its content, including whether you should rely on said content. Furthermore, we disclaim any promise to take down any content posted on the Site unless required by the DMCA.

2. In no event shall we be liable for any indirect, consequential, special, incidental or punitive damages arising from, or related to User Content posted by you on the Site.

3. We do not and cannot guarantee the performance of goods and services provided by our advertisers or others to whose sites we link. A link to another site does not constitute an endorsement of that site or of any product or service offered on that site.

E. MISCELLANEOUS

1. Indemnification. You agree to indemnify, defend and hold each of Horizon Broadcasting Group, LLC its subsidiaries, and each of their respective officers, directors, employees and agents harmless from and against any liability, loss, claim or demand of any nature, including reasonable attorneys' fees, made by you or any third party due to, arising out of or in any way relating to (a) your use of the Site, (b) the User Content submitted by you, or (c) your violation, or alleged violation, of any of the Terms of Use Agreement. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you.

2. Contact Information. Questions or comments about the Site should be directed in writing to the following address:

Horizon Broadcasting Group, LLC
Attention: Webmaster
854 NE 4th Street
Bend, OR 97701

3. Jurisdiction and Venue. This User Agreement and your use of this Site shall be governed by and construed in accordance with the laws of the State of Oregon, without giving effect to its conflict of law provisions. You consent to the exclusive jurisdiction and venue of the courts in Deschutes County. In all disputes arising out of or relating to the Site, except that you agree that we may obtain

injunctive relief in other jurisdictions. You agree that a printed or electronic version of these Terms of Use (as changed from time to time) will be admissible in any judicial or administrative proceedings to the same extent as paper records.

4. Enforcement. If for any reason any provision of the Terms of Use is found to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties as reflected in that provision, and the remainder of the Terms of Use shall continue in full force and effect. Any failure of ours to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision.

5. Changes to the Terms of Use. We reserve the right at our discretion to change the Terms of Use at any time. Your continued use of the Site after the posting of any amended terms shall constitute your agreement to be bound by any such changes. We may modify, suspend, discontinue or restrict the use of any portion of any of our services in general or to any visitor without notice or liability.