

TERMS OF SERVICE

Effective date May 5, 2017

Interactive One, LLC d/b/a iONE Digital and its family of national branded websites, R1 Digital radio station websites and the Urban One website (together “iONE Digital,” also referred to as “we,” “our,” or “us”) are pleased to provide you with its websites, digital and social networking platforms, applications, content, and other services (collectively, “iONE Digital Services”). These Terms of Service (“Terms”) apply to the iONE Digital Services that link to these Terms, wherever you access those iONE Digital Services, regardless of platform or device used.

In some instances, you may be asked to agree to separate terms setting forth additional conditions may apply to a service or product offered by iONE Digital (“Additional Terms”). Any Additional Terms are incorporated by reference into these Terms. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE IONE DIGITAL SERVICES, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

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1. Introductions and Updates

Welcome! We have to cover a few legal matters and then you can get started using the iONE Digital Services.

By accepting these Terms, and accessing the iONE Digital Services, you are: (1) entering into a binding agreement with iONE Digital, a United States company, (2) acknowledging that you agree to all of the terms in these Terms; and (3) certifying that you are over the age of majority in your jurisdiction. If you do not agree to these Terms, you are not authorized to use the iONE Digital Services. You understand that by using the iONE Digital Service, you may be exposed to User Generated Content (as defined below) that is offensive, indecent, or objectionable.

We may update and modify any portion of the iONE Digital Services and/or the Terms at any time. We reserve the right to discontinue any of the iONE Digital Services at any time. To the extent we make any material changes to our Terms that may restrict your rights or limit your access to the iONE Digital Services, we will provide prominent notice of such changes via the iONE Digital Services you are using (either on the site or platform or via email or push notification). Your use of the iONE Digital Services after an update to the Terms constitutes your agreement to the updated Terms.

2. Account Access and Security

You may be required to create an account (“**Account**”) in order to access certain areas on the iONE Digital Services. When you create an Account, you agree to provide us with current, complete and accurate registration information, and you agree to be responsible for updating and maintaining the truth and accuracy of the information provided. You are responsible for any activity that takes place under your Account, so please maintain the confidentiality of the username and password you create.

iONE Digital is not liable for any loss that you may incur as a result of someone else using your Account, either with or without your knowledge. You agree to immediately notify us of any unauthorized use or any other breach of security relating to your Account.

iONE Digital reserves the right to terminate your Account if, in our sole discretion, we have determined that you have violated these Terms.

3. Our Intellectual Property Rights and Limited License to You

Your use of the iONE Digital Services shall be solely limited to your personal, non-commercial use. All copyrights, trademarks, service marks, trade names, trade dress and other intellectual property rights (collectively, “**IP Assets**”) in the iONE Digital Services are owned by iONE Digital or our licensors. Except as we specifically agree in writing, no element of the iONE Digital Services (including any source or object code contained therein) may be used or exploited in any way other than as part of the iONE Digital Services offered to you.

The iONE Digital Services contain images, audio, and other material that is derived in whole or in part from material supplied and owned by iONE Digital as well as third parties we work with (collectively, “**iONE Digital Content**”). As between iONE Digital and you, iONE Digital owns all right, title and interest in and to IP Assets throughout the world associated with the iONE Digital Content. You acknowledge iONE Digital’s valid intellectual and proprietary property rights in the iONE Digital Content and agree not to take action in contravention of those rights. Nothing in these Terms shall be deemed to convey to you any right, title or interest in or to the iONE Digital Content or to any portion thereof except for the limited rights expressly granted herein. **Any unauthorized use of the iONE Digital Content is strictly prohibited.**

To the extent that iONE Digital makes iONE Digital Content available to you via a widget, embedded player or other technology that allows you to embed or stream iONE Digital Content on or to another site, you may not in any way modify, enhance, remove, interfere with, or otherwise alter any portion of such technology, any digital rights management mechanism or other content

protection or access control measure associated with Content, or any advertisement delivered with Content.

Nothing in these Terms gives you a right to use any of iONE Digital's IP Assets, domain names, and other distinctive brand features, unless iONE Digital has explicitly agreed otherwise in writing.

Our License to You

iONE Digital gives you a limited, non-exclusive, non-transferable, revocable license to access the iONE Digital Services for the sole purpose of enabling you to use and enjoy the benefit of the iONE Digital Services in the manner permitted by these Terms. Your failure to keep all copyright or other proprietary notices intact will void this license. You may not modify iONE Digital Content or iONE Digital Services or allow a third party to do so. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to any intellectual property rights, whether by estoppel, implication or otherwise. You may not use the iONE Digital Services or iONE Digital Content in any manner that suggests that you have an association with iONE Digital.

Any use of the iONE Digital Services or iONE Digital Content by you other than as specifically authorized herein is strictly prohibited and will terminate the license granted herein. Unauthorized use may also violate government laws, including copyright and trademark laws and communications regulations and statutes. This license is revocable by iONE Digital at any time without notice and with or without cause.

4. Acceptable Use Policy

The following rules are a condition of your use of and access to the iONE Digital Services. You are solely responsible for the content of your communications via the iONE Digital Services.

- **No Interference.** You may not interfere with any other user's ability to use or enjoy the iONE Digital Services.
- **No Bullying.** You may not use the iONE Digital Services to threaten abuse, harass, or invade the privacy of any third party.
- **Be Yourself.** You may not impersonate any person or entity, nor falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity. You may not register for an Account on behalf of or as an individual other than yourself.
- **Your Use Must Be Lawful and Appropriate.** You may not upload, post, distribute or facilitate the distribution of any unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane, indecent or otherwise inappropriate information of any kind, including, without limitation, any images or other material of a sexual or graphic nature.
- **Don't Damage the iONE Digital Services or Our Servers.** You may not knowingly or intentionally take any action that may impose an unreasonable burden or load on the iONE Digital Service or its servers and infrastructures. You may not upload, post or otherwise distribute or facilitate the distribution of a software virus or any other computer code that is

designed or intended to disrupt, damage, or limit the functioning of the iONE Digital Services, nor may you attempt to obtain unauthorized access to the iONE Digital Services or iONE Digital Content or any data or other information of any third party.

- **No Unauthorized Access.** You may not attempt to gain unauthorized access to other computer systems or networks connected to the iONE Digital Services, iONE Digital Content or any information contained therein for any unlawful purpose. You also agree that you will not use any robot, spider, rover, scraper, other data mining technology or automatic or manual process to monitor, cache, frame, mask, extract data from, copy or distribute the iONE Digital Services (including its source code or object code or any portion thereof) or iONE Digital Content (except as it may be a result of a standard Internet browser or search engine).
- **No Commercial Use.** You may not modify, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third-party web site, or otherwise use the iONE Digital Services or the iONE Digital Content for any public or commercial purpose except as specifically permitted by these Terms or iONE Digital without the prior written consent of iONE Digital.
- **No Collection of Personal Information from Other Users and No Commercial Use.** You may use or collect information about other users of the iONE Digital Services for the purpose of transmitting or facilitating the transmission of unauthorized or unsolicited advertising, junk or bulk e-mail, chain letters, or any other form of unauthorized solicitation.
- **No Criminal or Unlawful Conduct.** You may not use the iONE Digital Services, iONE Digital Content or any information contained therein for any unlawful purpose, and you may not encourage conduct that would constitute a criminal offense or give rise to civil liability. You may not use the iONE Digital Services in connection with any site or other use that contains or is associated with information or content prohibited by this section.

We reserve the right to take, or refrain from taking, any and all steps available to us, including suspending or terminating your access to the iONE Digital Services or seeking other legal or equitable remedies, if we become aware of a material violation of these provisions.

5. User Generated Content; No Obligation to Monitor

User Generated Content – Your License to Us

The iONE Digital Services may allow you to post, upload and/or contribute text, images, audio, video, competition entries or other content (“**User Generated Content**”), which may be accessible and viewable by the other users of the iONE Digital Services and the public. You are solely responsible for any User Generated Content you provide and for any consequences thereof. You represent that you have the right to post any User Generated Content which you post to the iONE Digital Services, and that such User Generated Content, or its use by us as contemplated by these Terms, does not violate these Terms, applicable law, or the intellectual property or publicity rights of others. This means:

- **User Generated Content must be yours.** This means that you have created the photo or video and you have permission from everyone pictured in the photos and videos you upload.
- **Your User Generated Content Doesn't Include Third Party Content.** Your User Content should not contain any visible logos, phrases or trademarks or other third party materials. Do not use any User Generated Content that belongs to other people and pass it off as your own. This includes any content that you might have found elsewhere on the Internet.
- **Your User Generated Content Doesn't Contain Third Party Music.** Your User Generated Content may not contain any music unless the work and performance is original to you and/or you have all rights to the musical work (including any performances). This restriction includes, without limitation, jingles, and sampling.
- **Your User Generated Content Complies with Our Acceptable Use Policy.** Your User Generated Content must not be offensive, defamatory or promote any illegal activity. Your User Content may not promote violence or describe how to perform a violent act.
- **You Are Not Misrepresenting Yourself.** Do not impersonate any other person, user or company or upload or post User Generated Content that you know is false, fraudulent, deceptive, inaccurate, misleading or that misrepresents your identity or affiliation with a person or company.

We do not claim ownership to your User Generated Content; however, by uploading or posting to the iONE Digital Services, you grant us a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, index, comment on, modify, adapt, translate, create derivative works based upon, and otherwise exploit such User Generated Content, including the right to use your name and likeness as contained therein, in whole or in part, in all media formats and channels now known or hereafter devised (including in connection with the iONE Digital Services and on third-party sites and platforms such as Facebook, Instagram, Snapchat YouTube and Twitter), without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity. You acknowledge and agree that iONE Digital may use any ideas, concepts, know how or techniques contained in any User Generated Content for any purposes whatsoever including in advertising or informational articles.

User Generated Content – Your Responsibility

You are solely responsible for your User Generated Content. This means that you, and not iONE, are entirely responsible and liable for any claims, loss or damages relating to all User Generated Content that you upload, post, e-mail or otherwise transmit via the iONE Digital Services.

You represent and warrant that your User Generated Content conforms to these terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your User Generated Content in all manners contemplated by these Terms. You agree to indemnify and hold us and our subsidiary and affiliated companies, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made

against us by any third party arising out of or in connection with our use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against us or our licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

No Obligation to Monitor

We have the right but not the obligation to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through a iONE Digital Services, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these Terms, without prior notice to you. We are not responsible for, and do not endorse nor guarantee the opinions, views, advice or recommendations posted or sent by users. We have no obligation to resolve user disputes.

6. Submissions

While we are always happy to hear from you, it is our policy not to accept or consider creative materials, ideas, or suggestions other than those we specifically request. This is to avoid any misunderstandings if unsolicited ideas are similar to those we have developed independently. Therefore, you agree that you will NOT send to us any original creative materials such as screenplays, stories, original artwork, etc. Any communication or material you do transmit to iONE Digital by electronic mail or otherwise will be treated as non-confidential and non-proprietary. Anything you transmit or post via the iONE Digital Services shall be deemed the property of iONE Digital and may be used by us for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, iONE Digital is free to use and shall be deemed to own, any ideas, concepts, know-how, or techniques contained in any communication you send to the iONE Digital Services for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. The disclosure, submission, or offer of any submissions to iONE Digital via the iONE Digital Services shall constitute an assignment to iONE Digital of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in such submission. iONE Digital may edit, copy, publish, distribute, translate, and otherwise use in any medium any submission that you forward to iONE Digital and will own exclusively all such rights, titles, and interest and shall not be limited in any way in its use, commercial or otherwise, of the submission. iONE Digital is and shall be under no obligation to: (1) maintain any of your or any user's submissions in confidence; (2) to pay to you or any user any compensation for any submissions; or (3) to respond to any of your or any other user's submissions.

7. Infringement Policy

You may not use the iONE Digital Services for any purpose or in any manner that infringes the rights of any third party. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") (www.copyright.gov), iONE Digital has a designated agent for receiving notices of copyright infringement and we follow the notice and take down procedures of the DMCA. We have a policy of terminating the accounts of users who (in our reasonable discretion) are repeat infringers.

Procedure. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide iONE Digital’s copyright agent the following information as required by the Online Copyright Infringement Liability Limitation Act of the DMCA, 17 U.S.C. § 512: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and information reasonably sufficient to permit us to locate the material; (d) information reasonably sufficient to permit us to contact the you; (e) a statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement 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. Here is the contact information for our DMCA agent:

Business & Legal Affairs
Interactive One, LLC
4 New York Plaza
Suite 501
New York, NY 10004
Fax: (646) 224-9595
dmca@interactiveone.com

It is often difficult to determine if your intellectual property rights have been violated. We may request additional information before we remove any allegedly infringing material. If a dispute develops as to the correct owner of the rights in question, we reserve the right to remove your content along with that of the alleged infringer pending resolution of the matter.

8. Meetups

iONE Digital may offer a platform or tools for users to schedule face to face meetings with one or more other users in public settings (“**Meetups**”). In no way does iONE Digital endorse, sponsor, approve oversee or control such Meetups, unless otherwise stated in writing. Your participation in any Meetup is voluntary and solely at your own risk iONE Digital does not bear any responsibility for activities that take place at any Meetups. Please use good judgment when participating in any Meetup or other activity involving users that takes place outside of the iONE digital Services.

9. Disclaimer of Warranties and Limitations of Liability

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THE IONE DIGITAL SERVICES IS AT YOUR OWN RISK. THE IONE DIGITAL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” WE DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IONE DIGITAL DOES NOT REPRESENT OR WARRANT THAT THE IONE DIGITAL SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR FREE FROM HARMFUL COMPONENTS. WE SHALL NOT BE LIABLE TO YOU FOR

INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND PROPERTY DAMAGE, EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL WE BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIFTY U.S. DOLLARS (US \$50).

THESE DISCLAIMERS AND LIMITATIONS DO NOT AFFECT YOUR RIGHTS AS A CONSUMER OR PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN YOUR USUAL PLACE OF RESIDENCE.

10. Third Party Websites and Content

For your convenience, the iONE Digital Services may provide links to websites of other persons or entities (“**Third-Party Websites**”). However, such Third-Party Websites are not controlled by iONE Digital. Your use of Third-Party Websites is at your own risk. The inclusion of a link to a Third-Party Website in the iONE Digital Services does not imply an endorsement by iONE Digital.

11. Linking Policy

iONE Digital grants you the revocable permission to link to the iONE Digital Services provided, however, that your web site, or any Third-Party Websites that link to the iONE Digital Services: (a) must not imply that iONE Digital or the iONE Digital Services are endorsing or sponsoring it or its products, unless iONE Digital has given its prior written consent; (b) must not present false information about, or disparage, tarnish, or otherwise harm, in the sole opinion of iONE Digital, harm iONE Digital or its products or services; (c) must not contain content that could be construed as distasteful, offensive or controversial or otherwise objectionable (in the sole opinion of iONE Digital); and (d) must be owned and controlled by you or the person or entity placing the link, or otherwise permit you to enable such link subject to these Terms. By linking to the iONE Digital Services, you agree that you do and will continue to comply with the linking requirements contained in these Terms. Notwithstanding anything to the contrary contained in these Terms, iONE Digital reserves the right to prohibit linking to the iONE Digital Services for any reason, in our sole and absolute discretion, even if the linking complies with the requirements described above.

12. Applicable Law and Venue

These Terms and your use of the iONE Digital Services shall be governed by and construed in accordance with the laws of New York applicable to agreements made and to be entirely performed within New York, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Terms shall be filed only in the state and federal courts located in New York City and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Terms. These Terms will not be governed by the United Nations Conventions for the International Sale of Goods, if otherwise applicable.

To the fullest extent permitted by applicable law, you agree that any and all disputes, claims and causes of action you may have in connection with or related to the iOne Digital Services will be resolved individually, without resort to any form of class action.

13. General

- **No Waiver.** No failure or delay by iONE Digital in exercising any right, power or privilege under these Terms will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power, or privilege under these Terms of Service.
- **Severability.** Unless otherwise expressly provided herein, the invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect.
- **Paragraph and Section Titles are For Your Convenience.** The paragraph or section titles in these Terms are for convenience only and have no legal or contractual effect.
- **This Is the Entire Agreement.** These Terms and any Additional Terms represent the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter, and may not be amended, altered or waived except in text form by the party to be charged.
- **Assignment.** You shall not assign your rights or obligations hereunder without iONE Digital's prior written consent.

14. CONTACTING US

If you have any additional questions or concerns about these Terms of Service, please contact us at ionelegal@interactiveone.com.