



## **Terms of Use**

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No quotes from any material on the WESA Services may be used in any media without attribution to WESA.

You may use the Content Feeds, API Content, Podcasts, WESA Media Player, and other features of the WESA Services only as expressly permitted in the relevant paragraphs below in these Terms of Use.

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### **User Materials**

Through the WESA Community portion of the WESA Services, through the Contact Us page, and through other features of the WESA Services, users may post, upload, transmit and/or otherwise submit ("Submit") comments, messages, other text, photos, images, story ideas, essays, and other content and materials, and make recommendations, on or through the WESA Services ("User Materials"). You acknowledge that User Materials may be routed through our servers, the servers of one or more third parties on our behalf, and the Internet, and may be viewed by WESA staff and on the WESA Services by the general public. You acknowledge that the WESA Services, the WESA Community, and other features of the WESA Services, are for public and not private communications.

We reserve the right to screen, refuse to post, remove or edit User Materials at any time and for any or no reason in our absolute and sole discretion without prior notice, although we have no duty to do so. If we elect to screen User Materials, there may be a delay in the posting of such content to allow for a review process. If we have questions about your User Materials, we have the right, but not the duty, to contact you for further information, including, for example, to verify that you own the copyright or otherwise have the rights to post the User Materials.

You retain the copyright and other ownership rights in any User Materials that you submit on or through the WESA Services. However, by submitting User Materials on or through the WESA Services, you hereby grant WESA, and other Content Providers, and their respective licensees, a non-exclusive, perpetual, royalty-free, worldwide, transferable license to use, copy, sublicense, modify, transmit, publicly perform, display, create derivative works of,

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In addition, you grant each user of the WESA Services, and other Content Providers' web sites, applications and services, a non-exclusive, royalty-free, worldwide license to access your User Materials on or through the WESA Services and other Content Providers' web sites, applications and services, to use your User Materials pursuant to these Terms of Use and the terms of use of the other Content Providers and as permitted by the functionality of the WESA Services and member station web sites, applications and services (such as through widgets and API Content distribution).

For any User Materials you Submit on or through the WESA Services, you agree to abide by the "Rules of Use for the Service" set forth below, the Community Discussion Rules (for User Materials Submitted through the WESA Community or in response to an WESA Blog), and these Terms of Use. You further agree to the representations and warranties, and indemnification obligations, set forth in the "Representations; Indemnity" section below.

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WESA does not allow framing of the WESA Services.

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In some cases, the WESA Services may include certain embedded tools provided and controlled by third parties and governed by the terms and policies of the third parties. You should only use these third party tools if you agree to their respective terms and policies. The WESA Services include a tool that allows you to sign in using information from your account with a third party service, such as Facebook, Twitter, Google, Yahoo , or LinkedIn. Please be aware that those third party services are unrelated to WESA, and that your use of the third party services is subject to the terms and policies of those services.

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WESA provides Really Simple Syndication (RSS) Feeds at <http://www.WESA.fm/rss/>, and provides or may provide other content feeds on or through the WESA Services, consisting of a selection of headlines, summaries or text blurbs, and links to full stories, which are delivered to users using Really Simple Syndication technology, other XML (eXtensible Markup Language) technology, or other syndication technology (collectively, the “Content Feeds”). The Content Feeds are available for personal, noncommercial use or for noncommercial use on the web site, weblog or similar application of a nonprofit corporation which is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and which is not a news, broadcast or multimedia organization (“501(c)(3) Nonprofit Corporation”). You may display, excerpt from, and link to the Content Feeds on your personal web site, weblog, or similar application for personal, noncommercial purposes or on your 501(c)(3) Nonprofit Corporation web site, weblog, or similar application for noncommercial purposes, provided that (a) the links redirect the user to the WESA Services when the user clicks on them, (b) you do not insert any intermediate page, splash page or other content between the links and the applicable WESA Services page, (c) the use or display does not suggest that WESA promotes or endorses any third party causes, ideas, web sites, products or services, (d) the fundamental meaning of the content contained in the Content Feeds, including the headlines and summaries, is not changed or distorted, and (e) you do not modify the stories or other content that are linked to by the Content Feeds.

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WESA provides podcasts (the “Podcasts”) consisting of selected audio content that is provided using an XML feed and associated audio file so that the audio file may be downloaded and played from a user’s computer, mobile device or other portable listening device.

Podcasts are available for personal, noncommercial use only. You may download, copy and/or transfer to a mobile or portable listening device the Podcasts for your personal, non-commercial use only, provided that you do not modify the content.

You also may link to Podcasts from your web site, weblog or similar application, as long as (a) the links redirect the user to the WESA Services when the user clicks on them, (b) you do not insert any intermediate page, splash page or other content between the links and the applicable portion of the WESA Services, (c) the linking does not suggest that WESA promotes or endorses any third party's causes, ideas, web sites, products or services, (d) you do not use WESA content for inappropriate commercial purposes, and (e) you provide attribution to WESA adjacent to the link.

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WESA does not charge you for the use of its mobile sites and applications, or any features of these sites, applications and services ("WESA Mobile Services"). Please check your wireless plan, however, because your carrier's per-minute, text messaging, and data or other charges may apply. You must provide at your own expense the equipment and connections needed for you to use the WESA Mobile Services, and you are solely responsible for any costs you incur to access the WESA Mobile Services. You should keep in mind that the use of the WESA Mobile Services to send content to another person via e-mail or SMS (Short Message Service) or text message may result in wireless charges to both the sender and the receiver.

### **Rules for Use of the Service**

By using the WESA Services, including by registering for the WESA Services, participating in the WESA Community, Submitting User Materials through the WESA Community, the Contact Us page or other means, using Content Feeds, API Content, or Podcasts, or by using any other features of the WESA Services, you agree to the following rules:

You must be at least eighteen (18) years of age to register for or participate in the WESA Community or other social networking features of the WESA Services; submit any User Materials or personally-identifying information on or through the WESA Services; participate in any online contests; and/or place an order on the WESA Shop. If you are between the ages of 13 and 18, you may browse the WESA Services or register for email newsletters or other features of the WESA Services (excluding the WESA Community) with the consent of your parent(s) or guardian(s), so long as you do not submit any User Materials. If you are under 13 years of age, please do not send any information about yourself, including your name, address or email address. If we discover that we have collected any personally-identifying information from a child under the age of 13, we will remove that information from our database as soon as possible.

You may not submit any User Materials anonymously or under a false name or a false e-mail address. You may not impersonate another user or provide any false information about yourself.

You may not submit any User Materials or links to material that is libelous, defamatory, false, obscene, indecent, lewd, pornographic, violent, abusive, threatening, harassing, discriminatory, in violation of the law, harmful to children, in violation of third party privacy rights, or that constitutes hate speech or a personal attack.

You may only submit User Materials for which you have the copyright or other necessary rights and permission to distribute electronically. You may not violate, plagiarize, or infringe on the rights of third parties, including copyright, patent, trademark, trade secret, privacy, personal, publicity, moral or proprietary rights. You promise and represent that you own or have all necessary rights and permissions to use, distribute and authorize WESA, and users of the WESA Services (to the extent permitted by these Terms of Use) to use and distribute any User Materials.

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You may not submit any software or other material which contains a virus, worm, Trojan horse or other harmful computer code, files, scripts, agents, programs or device. You may not use the WESA Services to distribute chain letters, mass mailings, "spam," or duplicative or unsolicited messages in violation of applicable laws, or to gather usernames and/or e-mail addresses for the purpose of sending unsolicited email or other communications to other users of the WESA Services.

You may not interfere with or disrupt the integrity or performance of the WESA Services, any portion or contents thereof, or related systems or networks, or use the WESA Services in any way which degrades their reliability, speed or operation, or their underlying hardware or software. In addition you may not attempt to gain unauthorized access to the WESA Services or related systems or networks.

By submitting any User Materials on or through the WESA Services, you hereby grant WESA, and other Content Providers, their licensees, and users of these web sites, applications and services (to the extent permitted by the Terms of Use) the licenses to use those User Materials as set forth above in the "User Materials" section.

You are solely responsible for any User Materials submitted using your account. WESA does not and cannot review all User Materials submitted by you or others and is not responsible for any User Materials submitted by you or others on or through the WESA Services. However, WESA has the right (but not the obligation) to review, screen, delete, edit and/or move any User Materials that it deems, in its sole discretion, to be in violation of the Rules for Use of the Service, the Community Discussion Rules (for User Materials Submitted through the WESA Community), or these Terms of Use, or for any other reason, as determined in WESA's sole discretion.

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By using the WESA Services, you agree to abide by these rules. You acknowledge that WESA has the right (but not the obligation) to review, screen, delete, edit or move content or material that it deems, in its sole discretion, to be in violation of the Rules for Use of the Service, the Community Discussion Rules (for User Materials Submitted through the WESA Community), or these Terms of Use, or for any other reason, in its sole discretion. You further acknowledge that WESA has the right to limit or terminate your, or any other person's, access to or registration in the WESA Services for any reason, in its sole discretion, including violation of the Rules for Use of the Service or these Terms of Use. You agree to comply with the Community Discussion Rules, as they may be updated from time to time by WESA.

### **Representations; Indemnity**

You represent and warrant that (a) if you Submit any User Materials or personally-identifying information on or through the WESA Services, you are at least 18 years of age, (b) you have obtained all clearances, releases, licenses and rights to any User Materials you Submit on or through the WESA Services that may be necessary for their use as contemplated by the WESA Services and these Term of Use, (c) there are no encumbrances or restrictions on the User Materials or their use as contemplated by the WESA Services and these Terms of Use, (d) the User Materials, and their use by WESA, its partners, licensees, and users of the WESA Services and web sites, applications and services (pursuant to these Terms of Use and the terms of use of member station sites) does not and will not defame any person or entity, or violate or infringe upon the copyright, trademark, patent, trade secret, privacy, reputation, creative or other rights of any person or entity or violate any Rules for Use of the Service, the Community Discussion Rules (for User Materials Submitted through the WESA Community), or these Terms of Use, and (e) your use of the WESA Services complies with these Terms of Use.

You agree that you will indemnify and hold harmless WESA, its Content Providers and their respective directors, officers, employees, members, and licensees from any and all claims, liabilities, costs or expenses, including reasonable attorneys' fees, arising from (1) your breach of any of the above representations and warranties, (2) your use of the WESA Services, (3) the User Materials you have Submitted on or through the WESA Services, or (4) WESA's publication, distribution or use of such User Materials, or the authorized publication, distribution or use of your User Materials by WESA partners, licensees, and users.

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Content on the WESA services is not intended to substitute for professional advice of any kind. In particular, nothing contained in the WESA services is or should be considered, or used as a substitute for, medical advice, diagnosis or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding personal health or medical conditions. Never disregard or avoid professional medical advice or delay in seeking it because of something you have read on the WESA services. Limitation of liability

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### **Right to Change WESA Services**

WESA reserves the right to change, terminate or suspend the WESA Services, any features of the WESA Services (including, but not limited to, Content Feeds, API Content, Podcasts, and the WESA Media Player), and any content or materials contained in the WESA Services, in any way, at any time and for any reason or no reason. WESA also has the right to require you to cease accessing any features, content or materials of the WESA Services.

### **Online Shopping**

In the event a product available on or through the WESA Shop is listed at an incorrect price or with incorrect information, WESA will have the right to refuse or cancel any orders placed for product listed at the incorrect price. Your receipt of an electronic or other form of order confirmation does not signify WESA's acceptance of your order, nor does it constitute confirmation of WESA's offer to sell. WESA reserves the right at any time after receipt of your order to accept or decline your order for any reason. WESA may charge and withhold the applicable sales tax for orders. Otherwise, you are solely responsible for all sales taxes, or other taxes, on orders shipped to you.

### **Digital Millenium Copyright Act (DMCA) Notices; Copyright Agent**

WESA respects the intellectual property rights of others. If you believe that your work has been copied in a way that constitutes copyright infringement by any content or material on the WESA Services, please provide the following information in writing to WESA's Copyright Agent (see 17 U.S.C. Section 512(c)(3) for further detail):

- a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright.
- a description of the copyrighted work that you claim has been infringed.
- a description of the material that you claim to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information sufficient to permit us to locate the material.
- information so that we can contact you, such as address, telephone number and e-mail address.
- 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.
- a statement that the information in the notification is accurate and, under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the owner of a copyright that is allegedly infringed.

If you believe that any content or materials you posted, uploaded or Submitted to the WESA Services, that were subsequently removed from the WESA Services, or to which access was disabled, were improperly removed or disabled, please provide the following Counter-Notification to WESA's Copyright Agent (see 17 U.S.C. Section 512(g) for further detail):

- your physical or electronic signature.
- a description of the materials that have been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- your name, address and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which the address is located, and that you will accept service of process from the person who provided notification of the alleged infringement.

WESA's Copyright Agent can be reached as follows:

67 Bedford Square  
Pittsburgh, PA 15203

Only DMCA notices should be sent to the Copyright Agent. For other comments or questions regarding the WESA Services, please contact WESA through our contact page.

### **International Users**

The WESA Services are controlled and operated within the United States. WESA makes no representation that content, materials or products available on or through the WESA Services are appropriate or available for use outside of the United States. If you access the WESA Services from a location outside the United States, you are responsible for compliance with applicable laws, including local laws regarding online conduct and content and U.S. export laws and regulations.

**Attributions & Third Party Notices**

Certain third party content made available through the WESA Services may be subject to other terms. Where applicable, the following provisions may apply:

**Associated Press (“AP”).**

For terms applicable specifically to AP content made available in the WESA Services, see the AP Notice.

**Miscellaneous**

These Terms of Use, together with the Privacy Policy and Community Discussion Rules, represent the entire understanding of the parties regarding the use of the WESA Services and supersede any previous documents, correspondence, conversations, or other oral or written understanding related to the use of the WESA Services. These Terms of Use are separate and distinct from the terms of use governing the web sites, applications and services of WESA’s member stations, and the web sites, applications and services that may link to or from the WESA Services.

These Terms of Use shall be governed by and construed under Pennsylvania law, without regard to its choice of law rules, and, where applicable, the laws of the United States. To the extent permissible by law, any disputes under these Terms of Use or relating to the WESA Services shall be litigated in the local or Federal courts located, and you hereby consent to personal jurisdiction and venue, in the state of Pennsylvania. A modification or waiver of a part of these Terms of Use shall not constitute a waiver or modification of any other portion of the Terms of Use.

If for any reason any provision of these Terms of Use is found unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of the Terms of Use will continue in full force and effect.

**Questions**

If you have any questions about the terms of use, please contact WESA at 412-381-9131.