

Terms of Service

Effective June 25, 2009

This website, together with the network of websites, properties, products and services (each, a "Company Site," and collectively, the "Company Sites"), is owned and operated by or on behalf of Interactive One, LLC and Radio One Inc., including any third-party entities distributed or under common control with Interactive One, LLC and Radio One Inc. (collectively, "we," "us", or "Company"). These terms of use ("Terms of Service" or "Agreement") set forth the terms and conditions governing your use of this Site and your access to and use of the information, content and services (collectively, the "Services") offered on or through any existing or future Company Sites.

USE OF SITE

Please review these Terms of Service carefully. By accessing or using this Site, you (the "User") signify that you have read, understand and agree to be legally bound by these Terms of Service, as they may be amended from time to time, whether or not you have registered as a member of any Company Site. If you do not agree with these terms, please do not use this Site.

User Restrictions and Privacy Practices

In order to access certain Services, you may be required to provide information about yourself (such as personal identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to Company will always be accurate, correct and up to date. Information you submit to Company or that we may collect during your use of this Site is governed by the current Company Privacy Policy. We encourage you to consult the terms of the Privacy Policy for further details regarding the collection and use of your personal information. The terms of the Privacy Policy are incorporated into these Terms of Service by this reference. In addition, certain Services (such as contests) may be subject to additional rules or conditions for which you should consult any applicable Official Contest Rules or similar notices for specific details.

Changes to These Terms of Service

We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these Terms of Service at any time without further notice. If we do this, we will post the changes to these Terms of Service on this page and will indicate at the top of this page the revised effective date of these terms. Your continued use of the Site after the posting of any revisions to these Terms of Service signifies your acceptance of the revised Terms of Service. Therefore, it is important that you check and review these Terms of Service regularly to determine if there have been changes.

General User Conduct

You understand that the Services and this Site are available for your personal use only. You further agree not to use the Services or any of the Company Sites to:

- harvest or collect e-mail addresses or other contact information from other users of the Services or the Site by electronic or other means for the purposes of data harvesting, sending unsolicited e-mails or other unsolicited communications;
- use the Services or the Site for any purpose that is unlawful or prohibited by these terms or in any other manner that could damage, disable, overburden or impair the Site;
- use automated scripts to collect information from or otherwise interact with the Services or the Site;
- access (or attempt to access) the Services by any means other than that is provided by Company, unless you have been specifically allowed to do so in a separate agreement with Company;
- engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services);
- reproduce, duplicate, copy, sell, trade or resell any portion of the Services for any purpose; or
- directly or indirectly: (i) use the Site to infringe the intellectual property rights of others; (ii) use the Site to or make any attempt to penetrate, modify or manipulate the Site to invade the privacy of any other user of the Site; (iii) attempt to modify, erase or damage any information contained on the Site; (iv) reverse engineer any portion of the Site; (v) restrict or inhibit others from using the Site; (vi) engage in conduct or distribute material that is harmful, obscene, otherwise illegal or objectionable, or gives rise to civil liability; (vii) spoof or otherwise impersonate any individual or entity; or (viii) violate or attempt to violate the security or integrity of the Site or of any associated computer system.

Company reserves the right to investigate and to involve and cooperate with law enforcement authorities, and to pursue a civil lawsuit or criminal prosecution for any alleged or actual harmful or illegal activities involving any of the Company Sites.

REGISTERED USERS

Eligibility

Registration with the Company Sites is void where prohibited, and is intended solely for Users who are fourteen (14) years of age or older. Any registration by, use of or access to the Site by anyone between the ages of fourteen (14) and eighteen (18) should be approved by the User's parent or guardian. Use of this Site by anyone under age fourteen (14) is unauthorized and violates these Terms of Service. By using the Services or any Company Site, you represent and warrant that you are age fourteen (14) or older and that you agree to abide by all of the terms and conditions of these Terms of Service.

Passwords and Account Security

In consideration of your use of the Company Sites, you agree to:

- provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data");
- maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current, and complete;
- understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services or this Site;
- be fully responsible for all use of your account and for any actions that take place using your account; and
- notify Company at hostmaster@radio-one.com if you become aware of any unauthorized use of your account or password.

User Content

You understand that you are solely responsible for your profile (including your name, image, likeness) and all information, including without limitation, data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images and other content that you upload, post or display on or through the Services or the Site, or transmit to or share with other users (collectively the "User Content"). You may not post, transmit, or share User Content on the Services or on the Site that you did not create or that you do not have permission to post. You understand and agree that Company has no obligation to monitor, pre-screen, review, flag, filter or modify the Sites, but reserves the right to edit, refuse to post, delete or remove (without notice) any User Content in its sole discretion, including User Content that in the sole judgment of Company violates these Terms of Service or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of others. You understand that by using the Services, you may be exposed to User Content that you may find offensive, indecent or objectionable and that, accordingly, you agree to use the Services at your own risk. Company does not represent or guarantee the truthfulness, accuracy or reliability of any User Content on the Company Sites, and in no event shall Company assume or have any responsibility or liability for any posted User Content, including for any claims, damages or losses resulting from the use and/or appearance of such User Content on the Company Sites. Company reserves the right at all times to disclose any information (including the identity of the persons providing information or User Content on any Company Sites), as necessary to satisfy any law, regulation or governmental request. When you post User Content to any of the Company Sites, you authorize and direct us to make such copies thereof as we deem necessary in order to facilitate the posting and storage of the User Content on the Site. By posting User Content to any part of the Site, you automatically grant, represent and warrant that you have the necessary rights to grant to Company an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, except (in whole or in part) and distribute such User Content for any purpose, commercial, advertising, or otherwise, on or in connection with the Site or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of the foregoing. If you choose to remove your User Content from the Site, the license granted above will automatically expire as to such Site; however, you acknowledge that Company may retain archived copies of your User Content. Company does not assert any ownership over your User Content; rather, as between us and you, subject to the rights granted to us in these Terms, you retain full ownership of all of your User Content and any associated intellectual property rights or other proprietary rights; provided that, you acknowledge and agree that you are fully responsible for protecting and enforcing such rights and that Company shall have at no obligation to do so on your behalf.

Registered User Conduct

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted, transmitted, or shared by you on or through the Services will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory or otherwise unlawful material.

In addition to any other terms governing your conduct in these Terms of Service, you agree not to use the Services or any of the Company Sites to:

- upload, post, transmit, share, store or otherwise make available any User Content that we deem to be harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, or falsely state or otherwise misrepresent yourself, your age or your affiliation with any person or entity, including to register for a User account on behalf of an individual other than yourself;
- upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation;
- upload, post, transmit, share, store or otherwise make publicly available on the Site any private or personally identifiable information of any third party, including without limitation, addresses, phone numbers, e-mail addresses, Social Security numbers and credit card information;
- solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;
- upload, post, transmit, share or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- intimidate or harass others;
- upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law; or
- upload, post, transmit, share, store or otherwise make available content that, in the sole judgment of Company, restricts or inhibits any other person from using or enjoying the Site, or which may expose Company or its users to any harm or liability of any type.

User Disputes

You are solely responsible for your interactions with other users of the Site. We reserve the right, but have no obligation, to monitor disputes between you and other users.

TERMINATION

Company may terminate your account and/or delete your profile and any User Content or information that you have posted on any of the Company Sites at any time with or without notice and for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the spirit of these Terms of Service. We also reserve the right, at our sole discretion and at any time, to modify or discontinue the Services (or any part thereof) offered on the Sites, on a temporary or permanent basis, with or without notice. You understand, acknowledge and agree that Company will not be liable to you or to any third party for any such termination, modification, suspension or discontinuance of the Services offered by the Sites.

PROPRIETARY RIGHTS IN SITE CONTENT

Except for legally posted User Content, you acknowledge and agree that all content on the Company Sites or available through the Services, including designs, text, graphics, pictures, video, information, applications, software, music, sound and other files, and their selection and arrangement, including any related intellectual property rights, whether registered or not (the "Site Content"), is the proprietary property of Company, its users or its licensors with all rights reserved. No Site Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Company's prior written permission.

Unless you have agreed otherwise in writing with Company, nothing in these Terms of Service gives you a right to use any of Company's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

LIMITED LICENSE

Provided that you are an eligible User as solely determined by Company, Company gives you a limited license to access the Company Sites and Services for the sole purpose of enabling you to use and enjoy the benefit of the Services

and the Sites as provided by Company in the manner permitted by these Terms of Service, including to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use, provided that you keep all copyright or other proprietary notices intact. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise.

Any use of the Company Sites or the Site Content other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including copyright and trademark laws and applicable communications regulations and statutes. This license is revocable at any time without notice and with or without cause.

COPYRIGHT COMPLAINTS

We respect the intellectual property rights of others and we prohibit users from uploading, posting or otherwise transmitting on the Company Sites or the Services any materials that violate another party's intellectual property rights. If you believe that any material on the Site infringes upon any copyright which you own or control, you may send a written notification of such infringement to our designated Copyright Agent below.

Director, Business & Legal Affairs
c/o Interactive One, LLC
205 Hudson Street, 6th Floor
New York, NY 10003
Fax: (212) 219-3816

Pursuant to the Digital Millennium Copyright Act, to be effective the notification must be in writing and include all of the following:

- (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 is 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 that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.
- (d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (e) A statement that the complaining party has 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.
- (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.

When we receive proper notification of alleged copyright infringement, we will take such action as is appropriate under the Digital Millennium Copyright Act.

THIRD PARTY SITES

This Site may link to third party websites as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third Party Sites or Content"). Such Third Party Sites or Content is not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Sites or Content accessed through the Company Sites or posted on, available through or installed from the Site, including the accuracy, reliability, offensiveness, opinions, privacy policies, terms of services or other practices of or found at the Third Party Sites or Content. These links are provided for your convenience, and Company assumes no responsibility for any Third Party Sites or Content.

DISCLAIMER OF WARRANTY

THIS SITE, THE SERVICES, AND THE SITE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. COMPANY DOES NOT WARRANT THE CURRENCY, COMPLETENESS, OR ACCURACY OF THE INFORMATION CONTAINED ON THIS SITE, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

The Company Sites and/or the Services may be temporarily unavailable from time to time for maintenance or other reasons. Company assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, User communications. Company is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet or at the Site or combination thereof, including injury or damage to User's or to any other person's computer, or other property, related to or resulting from using or downloading materials in connection with the Web and/or in connection with the Services. Under no circumstances will Company be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's use of the Site or the Services, any User Content or Site Content posted on or through the Site or the Services or transmitted to Users, or any interactions between users of the Site, whether online or offline.

LIMITATION OF LIABILITY

NEITHER COMPANY, NOR ITS AFFILIATES, SUBSIDIARIES, LICENSORS, OR THIRD PARTY SERVICE PROVIDERS SHALL BE LIABLE FOR ANY DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHERWISE, ARISING OUT OF OR RELATING TO YOUR USE OF THE SITES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SITES AND/OR THE SERVICES AND/OR THE SITE CONTENT. COMPANY DOES NOT REPRESENT OR WARRANT THAT SOFTWARE, CONTENT OR MATERIALS ON THE SITES OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE OR THAT THE SITES, THE SERVICES, ITS SERVERS, OR THE SITE CONTENT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THEREFORE, YOU SHOULD EXERCISE CAUTION IN THE USE AND DOWNLOADING OF ANY SUCH CONTENT OR MATERIALS AND USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE THEREOF AND ANY DAMAGES TO YOUR COMPUTER SYSTEM OR PROPERTY, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT. INDEMNITY

You agree to indemnify and hold Company, its parent, subsidiaries, affiliates, and each of their directors, officers, agents, contractors, partners and employees and third-party service providers harmless from and against any claim, demand, damages, cause of action, debt, loss or liability, costs and expenses including reasonable attorneys' fees and other professional fees, to the extent that such action is based upon, arises out of, or in connection with any User Content you post or share on or through the Sites, any Third Party Sites or Content, your use of the Services or any Company Site, your conduct in connection with the Services or the Site or with other users of the Services or the Site, or any violation of these Terms of Service or of any law or the rights of any third party. This indemnity shall survive the termination of these Terms of Service.

CHOICE OF LAW

These Terms of Service, and your relationship with Company under these Terms of Service, shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. You and Company agree to submit to the exclusive jurisdiction of the courts located within the county of New York to resolve any legal matter arising from these Terms of Service. Notwithstanding this, you agree that Company shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

ENTIRE AGREEMENT

These Terms of Service contain the entire understanding and supersede all prior understanding of the parties hereto relating to the subject matter hereof, and cannot be changed or terminated orally.

CONTACTING US

If you have any additional questions or concerns about these Terms of Service, please contact us by e-mail at hostmaster@radio-one.com or at Website Inquiry, c/o Interactive One, LLC, 205 Hudson Street, 6th Floor, New York, NY 10013.
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