

Terms Of Use

AGREEMENT BETWEEN USER AND WKLB

The WKLB Web Site is comprised of various Web pages operated by WKLB.

The WKLB Web Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the WKLB Web Site constitutes your agreement to all such terms, conditions, and notices.

MODIFICATION OF THESE TERMS OF USE

WKLB reserves the right to change the terms, conditions, and notices under which the WKLB Web Site is offered, including but not limited to the charges associated with the use of the WKLB Web Site. Your continued use of the WKLB Web Site following the posting of any changes to these Terms of Use constitutes your acceptance of such changes.

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The WKLB Web Site may contain links to other Web Sites ("Linked Sites"). The Linked Sites are not under the control of WKLB and WKLB is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. WKLB is not responsible for webcasting or any other form of transmission received from any Linked Site. WKLB is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by WKLB of the site or any association with its operators.

LINKS TO THE WKLB SITE

Generally, WKLB does not mind if you have a text link from your web site to the WKLB Web Site. However, you may not frame or "mirror" the WKLB Web Site or incorporate pieces of it into a different web site or product. Links to the WKLB Web Site must clearly identify WKLB as the source of information displayed and preserve the integrity of WKLB web pages without alteration. Further, you may not link to the WKLB Web Site if you create or post any illegal, obscene or offensive content, or if the link in any way has a negative impact on our reputation.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the WKLB Web Site, you warrant to WKLB that you will not use the WKLB Web Site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the WKLB Web Site in any manner which could damage, disable, overburden, or impair the WKLB Web Site or interfere with any other party's use and enjoyment of the WKLB Web Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the WKLB Web Sites.

USE OF COMMUNICATION SERVICES

The WKLB Web Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.

- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

WKLB has no obligation to monitor the Communication Services. However, WKLB reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. WKLB reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

WKLB reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, with or without notice, in WKLB's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. WKLB does not control or endorse the content, messages or information found in any Communication Service and, therefore, WKLB specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized WKLB spokespersons, and their views do not necessarily reflect those of WKLB.

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No compensation will be paid with respect to the use of your Submission, as provided herein. WKLB is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in WKLB's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

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SERVICE CONTACT: mis@greatermediaboston.com

TERMINATION/ACCESS RESTRICTION

WKLB reserves the right, in its sole discretion, to terminate your access to the WKLB Web Site and the related services or any portion thereof at any time, without notice.

PROPRIETARY RIGHTS:

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The example companies, organizations, products, people and events depicted herein are fictitious. No association with any real company, organization, product, person, or event is intended or should be inferred.

Any rights not expressly granted herein are reserved.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Service Provider's Designated Agent. ALL INQUIRIES NOT RELEVANT TO THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE.

Procedure for Making Claims of Copyright Infringement

If you believe that your work has been copied and is accessible on the WKLB Web Site in a way that constitutes copyright infringement, please provide the following information to WKLB:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site;

- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please send such notice to the following Designated Agent:

WKLB
 Attn: General Counsel
 35 Braintree Hill Park, Suite 300
 Braintree, MA 02184
 copyrights@greatermedia.com

Counter-Notice

If you believe that your user submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your user submission, you may send a counter-notice containing the following information to WKLB:

- Your electronic or physical signature;
- A description of the content that has been removed or to which access has been disabled;
- A description of where the allegedly infringing material is located on the website;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- A statement by you made, under the penalty of perjury, that the above information in your counter-notice is accurate and that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the law to post and use the content in your user submission.

Please send such notice to the following Designated Agent:

WKLB
 Attn: General Counsel
 35 Braintree Hill Park, Suite 300
 Braintree, MA 02184
 copyrights@greatermedia.com

If a counter-notice is received by WKLB, WKLB may send a copy of the counter-notice to the original complaining party informing that person that it may restore the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the member or user, the removed content may be restored, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at the sole discretion of WKLB.

GENERAL

To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Massachusetts, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Boston, MA, U.S.A. in all disputes arising out of or relating to the use of the WKLB Web Site. Use of the WKLB Web Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and WKLB as a result of this agreement or use of the WKLB Web Site. WKLB's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of WKLB's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the WKLB Web Site or information provided to or gathered by WKLB with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and WKLB with respect to the WKLB Web Site and it

supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and WKLB with respect to the WKLB Web Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that this agreement and all related documents be drawn up in English.