

Terms and Conditions

(Effective February, 2011)

Code of Conduct

You agree to respect the rights of others and exercise good judgment. You agree that you will not:

- Restrict or inhibit any other visitor or member from using the Site, including, without limitation, by means of "hacking" or defacing any portion of the Site;
- Use the Site or Materials for any unlawful purpose;
- Express or imply that any statements you make are endorsed by us, without our prior written consent;
- Impersonate any person or entity or misrepresent your affiliation with a person or entity;
- "Stalk" or otherwise harass another person;
- Solicit personal information from, harm or attempt to harm minors, in any way;
- Transmit (a) any content or information that is unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, or infringes our or any third party's intellectual property or other rights; (b) any material, non-public information about companies without the authorization to do so; (c) any trade secret of any third party; or (d) any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or other unsolicited commercial communication (except as otherwise expressly permitted by us);
- Use the Site for any commercial purpose, such as conducting sales of tickets, merchandise or services of any kind. Without limiting the foregoing, you may not resell or link to other sites for the purpose of selling tickets of any kind;
- Engage in spamming or flooding;
- Transmit any software or other materials that contain any viruses, worms, Trojan horses, defects, date bombs, time bombs or other items of a destructive nature;
- Modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Site;
- Remove any copyright, trademark or other proprietary rights notices contained in the Site;
- "Frame" or "mirror" any part of the Site without our prior written authorization;
- Link to any page of or content on the Site other than the URL located at www.musiccityradio.com
- Use any robot, spider, offline reader, site search/retrieval application or other manual or automatic device or process to retrieve, index, "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Site or its contents without our prior written consent. Notwithstanding the foregoing, Music City Radio grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Music City Radio reserves the right to revoke these exceptions either generally or in specific cases;
- Harvest or collect information about Site visitors or members without their express consent;
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- Access, reload or "refresh" transactional event or ticketing pages, or make any other request to transactional servers, more than once during any three-second interval;
- Request more than 1,000 pages of the Site in any twenty-four hour period, whether alone or acting in concert with a group of individuals; or
- Use any passcode or password, regardless of whether or not such password or passcode is unique, to participate in a presale, Fan Club On-Sale or other offer on the Site if you are not the original recipient of such passcode or password (i.e., if you did not receive the passcode or password from Music City Radio,

or from the fan club or other organization with whom Music City Radio is working to enable such presale or offer) or if your participation in such presale or other offer is inconsistent with such presale's or offer's terms.

- Violate any applicable local, state, national or international law, rules or regulations, including, without limitation, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange.

User Content

We allow Members (as defined below) to make contributions to the Site including, without limitation, creative suggestions, ideas, notes, concepts, information, content, audio recordings, videos, photographs, graphics, artwork or other copyrighted works and materials (collectively "User Content"), through chat rooms, bulletin board services, member profiles, and other means. By submitting any User Content to the Site, or by posting such User Content to any area of the Site, you grant us and our designees a perpetual, worldwide, non-exclusive, unlimited, transferable, sublicenseable (through multiple tiers), assignable, royalty-free, irrevocable right and license to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, display (publicly or otherwise), store, digitally perform, publish (on the Site, on any other website(s), in print, radio, television or elsewhere), adapt, modify, distribute, have distributed and promote, make, have made, sell, offer for sale, import and commercialize the User Content, or any portion thereof, in any manner and context (including but not limited to usage in commercial, advertising or promotional materials), now known or in the future discovered, in Music City Radio's sole discretion, in any way, in any and all media now known or hereinafter discovered, without limitation and without any compensation or acknowledgment to you or any third party. You also hereby waive any so-called moral rights or other similar rights in your User Content. No User Content will be subject to any obligation, whether of confidentiality, attribution or otherwise, on our part and we will not be liable for any use or disclosure of any User Content. If Music City Radio does decide, in its sole discretion, to attribute any User Content to you, you hereby grant Music City Radio the right to use your member name with respect to such attribution, and waive any claims (including, without limitation, any privacy or publicity rights claims) with respect to such use of your member name.

By submitting User Content you certify that you either (i) are eighteen (18) years old or are an emancipated minor and have the right to submit the User Content and grant the licenses provided hereunder, or (ii) have obtained your parent's or legal guardian's express consent to submit the User Content and to grant the licenses provided hereunder.

In connection with User Content, you affirm, represent and/or warrant that: (i) you own, or have the necessary licenses, rights, consents, and permissions to the User Content and to grant the rights and licenses to Music City Radio under all patent, trademark, trade secret, copyright or other proprietary or intellectual property rights in and to any and all User Content in the manner contemplated by the Site and this Agreement; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Content to use the name or likeness of such person in the manner contemplated by the Site and this Agreement or, if such persons are minors, the written consent, release, and/or permission of such minor's parent or legal guardian. You agree not to submit or post any User Content that: (i) infringes the rights of a third party, including, without limitation, copyrights, trademarks, patents, trade secrets, rights of privacy and publicity, (ii) is libelous, defamatory or slanderous, (iii) condones, promotes, contains or links to warez, cracks, hacks or similar utilities or programs, (iv) is pornographic or sexually explicit, (v) does or may denigrate or offend any ethnic, racial, gender, religious or other protected group, through use of language, images, stereotypical depiction or otherwise, (vi) is designed to or does harass, threaten, defame or abuse others, (vii) is used to

impersonate or claim the identity, characteristics or qualifications of any other person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (viii) exploits minors in a sexual or violent manner, (ix) promotes, condones or encourages illegal activity or (ix) is generally offensive or in bad taste.

You agree that all of your User Content, whether publicly posted or privately transmitted, is your sole responsibility. User Content does not necessarily reflect our views or opinions. We shall not be liable to you or any third party in any way for any User Content, including, but not limited to, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed, transmitted or otherwise made available via the Site. We generally do not pre-screen, pre-edit or otherwise control User Content and we do not assume responsibility to monitor the Site for inappropriate User Content. We do not warrant, expressly or impliedly, the accuracy, reliability or quality of User Content. By using the Site, you assume this risk. However, we reserve the right, but have no obligation (i) to monitor interactions between you and other users of the Site; (ii) to prevent you from submitting User Content that is inconsistent with our standards, stated above; (iii) to edit, restrict or remove User Content for any reason at any time; and (iv) to take any other action in good faith to restrict access to or the availability of any User Content that we, or another user, may consider to be inconsistent with the standards described above. If you discover this kind of User Content on the Site, please notify us at legal@musiccityradio. Should we choose to monitor User Content, we still will assume no responsibility for any inappropriate User Content, or for the conduct of any user who submits it, and or to remove inappropriate User Content from the Site. If we prevent your User Content from being submitted, or edit, restrict or remove it from the Site, you may not hold us accountable under any circumstances.

Privacy

We will have the right to collect, share and use your information in accordance with our [Privacy Policy](#), which is incorporated by reference in these Terms.

Membership

Some areas of the Site may require you to be or become a registered member of the Site. When and if you register to become a member, you agree to (i) provide accurate, current and complete information about yourself as prompted by our registration form (including your email address) and (ii) maintain and update your information (including your email address) to keep it accurate, current and complete. Please read our [Privacy Policy](#), which describes the personally identifiable information we collect, use, disclose, manage and store. You acknowledge that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate this Agreement and your use of the Site.

We, in our sole absolute discretion, will have the right to refuse to allow you to become a member. Without limitation of the foregoing, we will have the right to check your credit prior to opening your account, and refuse to allow you to become a member if we determine that you are not credit-worthy. For residents of the United States: This site is not intended for use by children under the age of 13 without the consent of a parent or guardian. For all other persons: This site is not intended for use by children under the age of 18. You must comply with these age limits to become a member. By becoming a member, you represent and warrant that (i) if you are a resident of the United States, you are at least 13 years of age or, if under the age of 13, you have the consent of your parent or guardian, and (ii) if you are not a resident of the United States, that you are at least 18 years of age. We do not accept any registration from, or provide any product or service to, any visitor who identifies himself or herself as

being under the applicable age limit without the consent of a parent or guardian.

As part of the registration process, you will be asked to select a username and password. User Names are issued based upon availability. We may refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive, or may cause confusion, as determined by us in our sole discretion. Your user name and password are personal to you. You will be responsible for the confidentiality and use of your username and password, and for any and all activities (including purchases, as applicable) that are conducted through your account. You agree not to share your user name and password, and agree not to transfer or resell your use of or access to the Site to any third party. We are not liable for any harm caused or related to the theft or misappropriation of your user name or password, disclosure of your user name or password, or your authorization of anyone else to use your user name or password. If you have reason to believe that your account with us is no longer secure, you must promptly change your password and immediately notify us of the problem by emailing us at legal@musiccityradio.

Purchase of Products and Other Merchandise

If you wish to purchase products or services described on the Site (each such purchase, a "Transaction"), you will be asked by Music City Radio or the third party provider of the product or service to supply certain information applicable to your Transaction, including, without limitation, credit card and other information. You understand that any such information will be treated by Music City Radio in the manner described in our [Privacy Policy](#), and which is hereby incorporated into this Agreement by this reference. You agree that all information that you provide to Music City Radio or such third party provider will be accurate, current and complete. By submitting such information, you grant Music City Radio the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction. You agree to pay all charges incurred by you or any users of your account and credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases. Descriptions or images of, or references to, products or services on the Site do not imply Music City Radio's endorsement of such products or services. We reserve the right, without prior notification, to change such descriptions or references; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); to limit the order quantity on any product or service; and/or to refuse to provide any user with any product or service. Price and availability of any product or service are subject to change without notice. Refunds and exchanges will be subject to Music City Radio's refund and exchange policies then in effect.

General Practices and Limits

You acknowledge that Music City Radio may establish general practices and limits concerning use of the Site, including without limitation, limiting the maximum number of days that email messages, message board postings or other uploaded content will be retained by the Site, the maximum number of email messages that may be sent from or received by an account on the Site, the maximum size of any email message that may be sent from or received by an account on the Site, the maximum disk space that will be allotted on Music City Radio servers on your behalf, the maximum length of time that an IP address will be assigned for your use, the maximum throughput of traffic from the Internet or associated service (e.g., Usenet, email, web hosting), and the maximum number of times (and the maximum duration for which) you may access the Site in a given period of time. You agree that Music City Radio has no responsibility or liability for the deletion of, for failure to store or to deliver any messages and other

communications, for the modification or malformation of data communications over the Site, or for other content maintained or transmitted by the Site. You acknowledge that Music City Radio reserves the right to log off accounts that are, or disconnect a session that is, inactive for an extended period of time.

Links

The Site contains links to other Internet websites, including affiliated websites which may or may not be owned or operated by Music City Radio. Music City Radio has not reviewed all of the websites that are linked to the Site, and Music City Radio has no control over such sites. Unless otherwise explicitly stated, Music City Radio is not responsible for the content of such websites, any updates or changes to such sites, or the privacy or other practices of such sites, and the fact that Music City Radio offers such links does not indicate any approval or endorsement of any material contained on any linked site. Music City Radio is providing these links to you only as a convenience. Accordingly, we strongly encourage you to become familiar with the terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from the Site or other sites) is free of such items as viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature.

You agree that your use of other internet websites and resources including, without limitation, your use of any content, information, data, advertising, products or other materials on or available through such websites and resources, is at your own risk and is subject to the terms and conditions of use applicable to such sites and resources.

Claims of Copyright Infringement

We respect the intellectual property rights of others, and we ask our users to do the same. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials hosted by Music City Radio infringe your copyright (for example, materials posted by Music City Radio on one of our Forums), you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Site are covered by a single notification, a representative list of such works); (iii) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow Music City Radio to locate the material on the Site; (iv) the name, address, telephone number and email address (if available) of the complaining party; (v) 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; and (vi) 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. Additionally, if you believe in good faith that a notice of copyright infringement has been wrongly filed by Music City Radio against you, the DMCA permits you to send Music City Radio a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the

DMCA.

Rules for Sweepstakes, Contests and Games

In addition to the terms and conditions of this Agreement, any sweepstakes, contests, games or similar promotions (collectively, "Promotions") made available through the Site may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. Music City Radio urges you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our [Privacy Policy](#) which, in addition to this Agreement, governs any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules shall control with respect to the particular Promotion.

Modification, Suspension and Termination

We reserve the right at any time to suspend, modify or discontinue, temporarily or permanently, any portion of the Site or the Club with or without cause and with or without prior notice. You will not be entitled to a refund during service outages that are caused by our maintenance on the servers or the technology that underlies Site. You agree that we will not be liable to you or to any third party for any suspension, modification or discontinuance. Any violation by you of this Agreement may result in corrective action by us, in our sole discretion, including assessment of additional charges, disconnection or discontinuance of your membership, or termination of this Agreement. In the event that we elect to take any corrective action, you shall not be entitled to a refund of any fees paid in advance prior to such corrective action.

Force Majeure

We will not be liable to you or any third party for failure or delay in performing our obligations hereunder if such failure or delay is due to circumstances beyond our reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, computer viruses, terrorism, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services (including DNS propagation), failure of third party software or hardware or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the Site.

ARBITRATION

You agree that any dispute arising out of or relating to these Terms or your use of the Site will be submitted exclusively to confidential binding arbitration in Chicago, IL. Arbitration under these Terms will be conducted under the prevailing rules of the American Arbitration Association. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms will be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. Notwithstanding the foregoing, to the extent you have in any manner violated or threatened to violate the intellectual property rights of Music City Radio's management, these persons or entities may seek injunctive or other appropriate relief in any state or federal court in the state of New York, and you consent to exclusive jurisdiction and venue in such courts.

TRANSLATIONS

As a convenience to our members, we have occasionally and in our sole discretion provided versions of these Terms in languages other than English (each, a "Translation"). We have attempted to make the

Translations accurate, but we cannot be responsible in the event of any errors, inaccuracies or discrepancies in the Translations. Accordingly, if there is any conflict in meaning between a Translation and these Terms, these Terms in the English language shall govern and be given precedence. Furthermore, we do not provide any customer service in any language other than English, and cannot take responsibility for any problems or issues that may arise as a result of this fact.

ACCESS OUTSIDE THE UNITED STATES

Unless otherwise specified, the materials in this Site are presented solely for citizens and residents of the United States and its territories, possessions, and protectorates. Music City Radio is controlled and operated from its United States offices in Chicago. We make no representation that materials on the Site are appropriate or available for use in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Software from this site is further subject to United States export controls. No software from this site may be downloaded or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using any software from this site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

MISCELLANEOUS

The Site is based in and operated from the United States of America. Information which you send to us by email or which we gather from you when you visit our website is held and processed in the United States of America. These Terms shall be binding upon and inure to our benefit, and the our successors, and assigns. You may not assign these Terms without our prior written consent. These Terms contain the entire understanding of the parties regarding their subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding their subject matter. The Terms and the relationship between you and us shall be governed by the laws of the State of New York and the United States of America without regard to any conflict of law provisions. No failure or delay by a party in exercising any right, power or privilege under these Terms shall operate as a waiver thereof. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other of these Terms, all of which shall remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms are for convenience only and have no legal or contractual effect.