

Beasley Broadcast Group Inc. Terms of Service

Revised and Effective December 31, 2015

PLEASE REVIEW THESE TERMS OF SERVICE CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND US. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF SERVICE, DO NOT USE OUR PLATFORMS.

This Terms of Service (“TOS”) governs your use of the web properties owned and operated by the subsidiaries of the Beasley Broadcast Group, Inc. (collectively, “Beasley,” “we”, “us”, or “our”), including, web pages, interactive features, iRadioNow, applications (“Apps”), widgets, blogs and their respective contents, in addition to our use of Twitter, Facebook or other social networking sites, and any website or online service that includes an authorized link to this TOS, and their respective contents, whether accessed via computer, mobile device or other technology platforms (collectively, the “Platforms,” and individually, “Platform”). Your use of our Twitter, Facebook or other social networking accounts are governed primarily by each social networking site’s terms and conditions, however, we may also merge, post, and distribute your content from those sites on our Platforms and Beasley owned and operated broadcast Stations (“Stations”), or from our Platforms and Stations to Twitter, Facebook or other social networking sites. Text messaging features and promotions are governed by separate terms and conditions, which are incorporated into this TOS by reference. Click [here](#) for the Text Message Promotions Terms & Conditions.

Our Platforms are intended for your personal entertainment, information, education and communication. Your access and use of the Platforms are subject to the following TOS and all applicable laws. By accessing or using the Platforms for any purpose, you understand, acknowledge and agree that you have accepted this TOS without modification, limitation or qualification.

1. General Eligibility:

Our Platforms are generally targeted to adults. Unless we indicate otherwise via a particular Platform, or a feature and activity on a Platform, you must be 18 years of age or older to register for membership or subscriptions on any Platform, feature or activity. Additionally, our Platforms are designed and targeted to audiences in the United States (“U.S.”) and are governed by and operated in accordance with the laws of the U.S. By use of our Services, you represent that you meet all eligibility requirements.

2. Changes to this TOS:

At any time Beasley reserves the right, at our sole discretion, to change, modify or otherwise alter these terms and conditions. Upon posting these changes and/or modifications shall become effective immediately. Please review this TOS periodically. Your continued use of the Platforms following the posting of any changes will constitute your acceptance of this TOS.

3. Additional Terms:

Beasley provides rules or terms and conditions (“Additional Terms”) for certain activities on the Platforms including, without limitation, Apps, email services, contests, sweepstakes, and auctions administered by Beasley or in conjunction with authorized third parties such as our vendors and suppliers that provide internal support to our Platforms (collectively, “Operational Service Providers”). This TOS is incorporated by reference into the Additional Terms, which appear in connection with information about a particular activity. To the extent that any conflict exists between this TOS and the Additional Terms, the Additional Terms for the activity in which you choose to participate shall govern.

Some Platforms provide mobile Apps, which are available for download at the Apple App Store, Google Play, Amazon Kindle and other platform developers (“Distribution Entities”) and/or on our Platforms. By installing and using all or any part of the App, you hereby accept all of the terms and conditions in this TOS and any additional terms that may be subject to you by a Distribution Entity or us at the time of your download. Upon acceptance, this TOS is enforceable against you and any person that acquired/purchased the App and on whose behalf it is used.

- (a) If you are accessing the App via a Distribution Entity, you understand, acknowledge and agree that the Distribution Entity is not a party to this TOS and that Beasley and its licensors are solely responsible for the App and its Content.
- (b) Our Apps may also provide location-based services that can locate, monitor and retain your approximate or precise current and/or past location, the location of retail, restaurants and other businesses or establishments, as well as retain past travel history. You understand, acknowledge and agree that location-based services are to be used for individual use only and are not suited or intended for fleet tracking or any type or business use (unless so designated). These services should not be used or relied on as an emergency locator

system, used in connection with any hazardous environments requiring fail safe performance, used while driving or operating vehicles, or any other situation in which the inaccuracy or failure of the location-based service to operate properly could lead to personal injury, death, or property damage.

- (c) If you have obtained the App from a Distribution Entity, you are subject to the Distribution Entity's terms and conditions at the time of download and any of its payment procedures (if applicable). In some instances, we may set the pricing or terms for the renewal of an App's subscription, but we may not have control over such terms. Please contact the Distribution Entity to determine whether any subscriptions are subject to auto-renewal and the pricing of such renewals.

4. Privacy Policy:

Please review our [Privacy Policy](#), which explains our practices regarding the collection and use of your personally identifiable information ("Personal Information") and non-Personal Information through or in connection with our Platforms. Our use of your Personal Information is governed at all times by our Privacy Policy, which is incorporated into this TOS by reference. You understand, acknowledge and agree that through your use of the Platforms you consent to the collection and use of your Personal Information as set forth in our Privacy Policy.

5. Use of Materials Contained on The Platforms:

All of the content that is found on the Platforms is derived in whole or in part from material supplied by Beasley, our Operational Service Providers, our advertisers, sponsors or promotional partners (collectively, "Advertisers"), and third party licensors (including users that submit their own content, commonly called user generated content ("UGC")) are owned by or licensed to Beasley, and are protected by U.S. and international copyright and trademark laws. Nothing stated or implied on the Platforms confers on you any additional license or right under any copyright, trademark, patent or other intellectual property right of Beasley or any third party unless explicitly provided in this TOS. No such material (including but not limited to the text, images, logos, audio and/or video, photographs, graphics, product or program titles, including the selection, coordination, and the arrangements thereof) and no software (including but not limited to any images or files incorporated in or generated by the software or data accompanying such software) (individually and

collectively the "Beasley Material") may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way or recompiled, reverse engineered or disassembled, except as otherwise provided herein.

You understand, acknowledge and agree that Beasley hereby grants you a limited personal, non-exclusive, non-commercial, non-assignable and non-transferable license that authorizes you to use, display and make one copy of the Beasley Material, including posting on your Facebook page or other social networking sites, provided that you retain all copyright, trademark and other proprietary notices contained in the original Beasley Material on any copy you may make of the Beasley Material. You further agree that you will not, in whole or in part, sell, lease, rent, exchange, reproduce, archive, modify, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, or circulate to any third party or on any third party website, or otherwise use the Beasley Material in any way for any public or commercial purpose without the express approval of Beasley. Modification of or use of the Beasley Material for any other purpose is a violation of Beasley's or such other sources' copyright, trademark and other proprietary rights. The use of any Beasley Material on any other website, networked computer environment, or other digital technology without Beasley's express written consent is prohibited.

6. UGC License Granted to Beasley:

Beasley does not claim ownership of the UGC you submit on, to or through our Platforms, or any other material you transmit, distribute, communicate or store on, to or through the Platforms. You will continue to own any UGC or other material, if you are the lawful owner. However, by posting, uploading files, inputting data, or engaging in any other form of communication on or through our Platforms related to UGC, you are granting Beasley and our successors and assigns a world-wide, royalty free, perpetual, irrevocable and non-exclusive right (including any moral right) and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such UGC anywhere, for any purpose, and in any form, media or technology now known or later developed. No compensation will be paid with respect to the use of your UGC. Beasley is free to use any ideas, concepts, know-how, or techniques contained in any communication to the Platforms for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. We are under no obligation to maintain any submission you make and may remove any submission at any time in our sole discretion. By your submission, you also warrant and represent that you own, license,

or otherwise lawfully control all of the rights to your UGC, and that our use of your UGC will not infringe or violate the rights of any other person.

The foregoing license shall include the right to exploit any proprietary rights in such UGC, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.

7. DMCA Designated Agent Copyright Notice Procedures:

If you are an owner of intellectual property or an authorized agent of an owner who believes that the your or rightful owner's intellectual property has been copied without authorization and is accessible on our Platforms in a way that constitutes copyright infringement, you must notify our DMCA Designated Agent in the manner detailed in our DMCA Copyright Complaint Procedures. Click [here](#).

If you have received a DMCA 'takedown notice' you may also file a counter-notification via the instructions in the above link.

8. Links To Other Platforms:

For your convenience and information, you may be directed to other websites or digital services outside our Platforms. For example, if you click on a banner advertisement, you will leave our Platforms and travel to the website of an Advertiser. This includes links to websites operated by Advertisers) that may use our logo as part of an agreement with us. These other websites may send their own cookies to users, collect data, track a user's website visits, purchases and/or searches, serve targeted advertising based on your website purchases and activities, or solicit Personal Information. These other websites are not subject to our Privacy Policy or this TOS. You understand, acknowledge and agree that Beasley does not verify, endorse, or have responsibility for the accuracy, currency, completeness or quality of the content, business practices, privacy policies, the collection and use of Personal Information by these websites, or the quality or delivery of the products or services offered, accessed, obtained by or advertised by such websites. This includes links to websites operated by Advertisers that may use our logo as part of an agreement with us, or are featured on the Platforms. You further agree that Beasley, our parent company(s), affiliates and subsidiaries will, under no circumstances, be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, invasion of privacy, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within such websites.

9. You and Our Advertisers:

The inclusion of our Advertisers' statements, messages, offers, coupons, advice, or promotional materials on or through the Platforms is not an endorsement by Beasley in favor of the same. Your correspondence and business dealings directly with, or participation in the promotions of Advertisers found on or through the Platforms, including payment and delivery of your purchase of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the Advertiser. You understand, acknowledge and agree that Beasley is not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings or due to the presence of Advertisers on the Platforms.

10. Community and Public Areas:

The Platforms may include areas (such as bulletin boards, chat rooms, blogs, comments, links to Beasley's Facebook page, Twitter account, or other social networking sites and services) where users can post and/or exchange information, ideas, opinions, photographs, images, videos, creative works or any other materials (collectively "Public Areas"). Such UGC does not necessarily reflect the views of Beasley. In no event shall Beasley assume or have any responsibility or liability for any UGC posted on Public Areas or for any claims, damages or losses resulting from their use and/or appearance on our Platforms. Beasley reserves the right at all times to remove, edit, or refuse to post any UGC, in whole or in part, and to terminate your ability to post UGC at any time, for any reason, and without notice. Beasley also reserves the right to disclose any UGC and information (including the identity of the persons providing information or materials on our Public Areas) to a third party as we deem necessary to satisfy any law, regulation, legal process, or governmental request. In addition, Beasley reserves the right to edit, refuse to post or to remove any UGC, in whole or in part, that in Beasley's sole discretion is objectionable or in violation of these TOS or any applicable law.

11. UGC License Granted to Beasley:

Beasley does not claim ownership of the UGC you submit on, to or through our Platforms, or any other material you transmit, distribute, communicate or store on, to or through the Platforms. You will continue to own any UGC or other material, if you are the lawful owner. However, by posting, uploading files, inputting data, or engaging in any other form of communication on or through our Platforms related to UGC, you are granting Beasley and our successors and assigns a world-wide, royalty free, perpetual, irrevocable and non-exclusive right (including any moral right) and fully sub-licensable license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and

display such UGC anywhere, for any purpose, and in any form, media or technology now known or later developed. No compensation will be paid with respect to the use of your UGC. Beasley is free to use any ideas, concepts, know-how, or techniques contained in any communication to the Platforms for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. We are under no obligation to maintain any submission you make and may remove any submission at any time in our sole discretion. By your submission, you also warrant and represent that you own, license, or otherwise lawfully control all of the rights to your UGC, and that our use of your UGC will not infringe or violate the rights of any other person.

The foregoing license shall include the right to exploit any proprietary rights in such UGC, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction.

12. Rules of Conduct:

It is a condition of your club membership, subscription, or use of the Public Areas and our Platforms generally that you do not:

- (a) Use Platforms or Public Areas for any illegal purposes (or to solicit any illegal act).
- (b) Inhibit or restrict any other user from enjoying and using the Public Areas, Platforms or enjoyment of other features and activities.
- (c) Transmit or post any material that is considered by Beasley, in our sole discretion, to be unlawful, obscene, abusive, harassing, hateful, pornographic, defamatory, embarrassing, threatening, vulgar, libelous, profane or indecent information of any kind, including images and language, or harmful to another user, person or entity.
- (d) Post a sexually-explicit or sexually-suggestive image, statement or other content.
- (e) Post any message or content that solicits gambling or engagement in any gambling activity.
- (f) Delete or revise any Beasley Material or other information on the Platforms.
- (g) Upload, or transmit any content, software or other material which violates or infringes upon the rights of others, including but not limited to material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or

other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.

- (h) Use any device, software or routine, or take any action to interfere or attempt to interfere with the proper working of the Platforms or any feature, activity or services being conducted on the Platforms.
- (i) Use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatar's or intelligent agents) to navigate or search the Platforms other than the search engines and search agents available from Beasley or other than generally available third-party web browsers (such as, but not limited to, Microsoft Internet Explorer, Mozilla, Firefox, and Google Chrome).
- (j) Harvest or otherwise collect information about users, including but not limited to, email addresses, IP addresses, unique device IDs, usage, transaction or search history using systematic, electronic methods, or any other means to create or compile (directly or indirectly) a profile, compilation, database or directory without prior written permission from Beasley.
- (k) Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up all or a part of the Platforms.
- (l) Link to the Platforms or Beasley Material, frame the Platforms or a part of a Platform, exhibit or display the Platforms in association or connection with an unauthorized logo, name, or other mark; or do anything that could falsely suggest a relationship between Beasley and our Stations with any non-affiliated third party, or do anything that could potentially deprive us of revenue or user activity (including but not limited to revenue or activity generated from Advertisers or other activities and features.
- (m) Transmit or upload any information, software or other material which contains viruses, time bombs, Trojan horses, cancelbots, worms or other harmful or deleterious components or devices.
- (n) Post, or transmit or in any way exploit any information, software or other material for commercial purposes or which contains advertising, promotion or marketing.
- (o) Use the Platforms for the purposes of sending junk email, chain letters, duplicative or unsolicited messages or "spamming" or in connection with contests, surveys or pyramid schemes.

- (p) Try to gain unauthorized access to the Platforms; other users' accounts, or computers connected to the Platforms through password mining or any other means.
- (q) Post any incomplete, false, fraudulent or inaccurate biographical information or general information which is not your own information, or impersonate another person or otherwise misrepresent your relationship or affiliation for purposes of using the Platforms, or for registering for any activity, feature, and/or promotion.
- (r) Post a profile for anything other than to participate in online discussions.
- (s) Send a message to a user for any reason other than to participate in online discussions.

If we discover or are notified by a user, legal counsel, or law enforcement of any posting or communication which allegedly does not conform to this TOS, we may, in our sole discretion, investigate the allegation and may thereafter determine, in our sole discretion, whether or not to remove or request the removal of the material. You understand, acknowledge and agree that we reserve the right to expel users from future participation in any Public Areas, from any membership club, or prevent your further access to the Platforms for violating this TOS or any applicable law. You also understand, acknowledge and agree that we may take any action to remedy any harm to Beasley, our Advertisers, Operational Service Providers and other users by your objectionable conduct and to prevent further objectionable conduct, including but not limited to notification of your Internet Service Provider, employer (if we reasonably believe that you are conducting such activity from your place of employment) and/or law enforcement authorities.

13. Termination:

Beasley may terminate the Platforms or any features, activities or services included on or through the Platforms at any time with or without cause or notice to you. Beasley shall not be liable to you or any party for such termination.

You may terminate your subscription, membership or participation in any Platform by following the instructions in this TOS, or as part of the feature, activity or service. For example, you may terminate your subscription for our newsletters or text alerts by following the directions provided in each newsletter or text alert. (Please see the [Text Message Promotions Terms and Conditions](#)).

14. Indemnification:

You agree to indemnify, defend and hold harmless, Beasley, our parent company(s), subsidiaries, affiliates, Operational Service Providers, Advertisers and each of their respective officers, directors, shareholders, employees, agents, licensors, representatives from and against all losses, expenses, damages and costs, claims, actions, governmental investigations or inquiries, lawsuits, proceedings, costs, expenses, demands, or obligations of any kind including, without limitation, reasonable attorney and accounting fees (collectively, "Claims" or individually, a "Claim") arising out of or in connection with your use or misuse of the Platforms, including without limitation, any UGC, your violation of this TOS, or your violation of any rights of another person. Beasley reserves the right to assume, at our sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with Beasley in asserting any available defenses. You may not settle any Claim covered by this Section 14 without Beasley's prior written approval.

15. Limitation of Liability/Disclaimer:

OUR PLATFORMS MAY CONTAIN TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, AND OUT OF DATE INFORMATION. WE MAKE NO REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF OUR PLATFORMS, OR THAT ANY SUCH INACCURACIES, ERRORS OR ANY SUCH INFORMATION WILL BE FIXED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, NEITHER BEASLEY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE PLATFORMS IS LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE PLATFORMS. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE PLATFORMS IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT ANY OF THE PLATFORMS WILL MEET YOUR NEEDS OR REQUIREMENTS, OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. YOU UNDERSTAND, ACKNOWLEDGE, AND AGREE THAT THE USE OF OUR PLATFORMS IS AT YOUR OWN RISK. YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OR ACCESSING THE SERVICES.

You specifically understand, acknowledge and agree that Beasley is not liable for any defamatory, offensive or illegal conduct of any user. Beasley also assumes no responsibility, and shall not be liable for any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Platforms (including any Public Areas) or your downloading of any Beasley Material from the Platforms. Beasley does not warrant or make any representations of any kind or nature with respect to the Beasley Material. You are responsible for compliance with all applicable U.S. local, state or federal laws.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

16. Miscellaneous:

Beasley makes no representation that any materials, features, activities, products, or services on our Platforms are appropriate or available for use in any particular location within the U.S. or outside of the U.S. Persons who choose to access or use our Platforms from other locations do so on their own initiative and risk and are responsible for compliance with their local laws, to the extent local laws are applicable.

This TOS contains the entire understanding and supersedes all prior understanding of the parties hereto relating to the subject matter hereof, and can only be changed or terminated in writing. If any provision of this TOS is found to be illegal or unenforceable, this TOS will be deemed curtailed to the extent necessary to make it legal and enforceable and will remain, as modified, in full force and effect.

17. No Waiver:

Our failure to exercise or enforce any of our rights or to enforce any provision of this TOS will not constitute a waiver of such right or provision.

18. Statute of Limitations:

You agree that regardless of any statute or law to the contrary (unless prohibited by law), any claim or cause of action arising out of or related to this TOS or use of our Platforms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

19. Choice of Law and Forum:

Any dispute of any sort that might arise between you and Beasley will be governed by the laws of the United States and of the State of Florida, without regard to its principles of conflict of laws. You and Beasley agree to submit to the exclusive jurisdiction of the state and federal courts in and for Collier County, Florida.

20. Contact Us:

We welcome your questions or comments about this TOS and also welcome any suggestions you may have for improvement of our Platforms. Please contact us via email at **privacy at bbg dot com** or postal mail:

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