

## WHBU ("STATION") AND <http://whbu.com> ("WEBSITE")

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Any termination of your account for a WHBU Internet Service removes your authorization to use the WHBU Internet Service. In the event of termination, you will still be bound by your obligations under this Agreement and any Additional Terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, WHBU shall not be liable to you or any third-party for any termination of your access to a WHBU Internet Service.

### Indemnification

You agree to indemnify, defend, and hold harmless WHBU, its subsidiaries, agents, parent companies, distributors and affiliates, and their officers, directors and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, the Additional Terms, or any warranty you provide herein, or otherwise arising in any way out of your use of this Website and any related WHBU Internet Service and/or Software. WHBU reserves the right to take exclusive control and defense of any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with WHBU in asserting any available defenses.

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### General Information

This Agreement, any Additional Terms, and the Privacy Policy shall be governed by, construed and enforced in accordance with the laws of the State of Indiana, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any cause of action you or WHBU brings to enforce this Agreement, any Additional Terms, and/or the Privacy Policy, or in connection with any matters related to this Website and/or a WHBU Internet Service, shall be brought only in either the state or Federal courts located in Jacksonville, Florida. You agree to submit to the personal jurisdiction of the courts of the State of Florida for any cause of action arising out of this Agreement, any Additional Terms, and/or the Privacy Policy, or in connection with any matters related to this Website and/or a WHBU Internet Service, You agree to file any cause of action with respect to this Agreement, any Additional Terms, and/or the Privacy Policy, or in connection with any matters related to this Website and/or a WHBU Internet Service, within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, any Additional Terms, and/or the Privacy Policy, or the application thereof to any person or circumstances, is held invalid or for any reason unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement, the Additional Terms, and/or the Privacy Policy shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this

Agreement, the Additional Terms, and/or the Privacy Policy shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement, any Additional Terms, and the Privacy Policy constitute the entire agreement between you and WHBU with respect to the use of this Website and shall not be modified except in writing, signed by an authorized representative of WHBU.

### **Contact**

If you have questions concerning this Agreement, any Additional Terms, the Privacy Policy, and/or the Website, you may send them by e-mail to [steve.lindell@bybradio.com](mailto:steve.lindell@bybradio.com). You must send any official correspondence via postal mail to: Web Administrator  
Steve Lindell  
800 East 29th Street  
Muncie, IN 47302

### **Procedure for Making Claim of Copyright Infringement**

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof to our President, J Chapman, who can be reached as follows:

By mail: Woof Boom Radio, LLC 800 E. 29<sup>th</sup> St. Muncie, IN 47302

By Telephone: 765-288-4403

By Facsimile: 765-288-0429

By Email: [j.chapman@woofboom.com](mailto:j.chapman@woofboom.com)

Pursuant to 17 U.S.C. §512(c), to be effective, the Notification must include the following:

- 1) The physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed;
- 2) A description of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site, and a description of the infringing activity;
- 3) Identification of the specific location on this Website where the material claimed to be infringing is located, described sufficiently to allow WHBU to find the material;
- 4) Identification of the specific location where the original or an authorized copy of the copyrighted work exists;
- 5) Information reasonably sufficient to permit WHBU to contact you, such as your name, address, telephone number, and if available, an electronic mail address;
- 6) A statement by you that you have a good faith belief that use of the material in the manner described in the Notification is not authorized by the copyright owner, its agent, or the law; and
- 7) A statement by you, under penalty of perjury, that the information in the Notification is accurate, that you are the copyright owner or are authorized to act on behalf of the owner of the copyright that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.