

Terms Of Use

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

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NO UNLAWFUL OR PROHIBITED USE

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USE OF COMMUNICATION SERVICES

The WMJX 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.

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SERVICE CONTACT: mis@greatermediaboston.com

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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.

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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 WMJX Web Site in a way that constitutes copyright infringement, please provide the following information to WMJX:

- 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:

WMJX
 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 WMJX:

- 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:

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

If a counter-notice is received by WMJX, WMJX 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 WMJX.

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 WMJX Web Site. Use of the WMJX 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 WMJX as a result of this agreement or use of the WMJX Web Site. WMJX's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of WMJX's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the WMJX Web Site or information provided to or gathered by WMJX 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 WMJX with respect to the WMJX Web Site and it

supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and WMJX with respect to the WMJX 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.