

**2006 ADX Communications**  
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ADX provides this ADX Website and related services for your personal non-commercial use only and subject to your compliance with this Terms of Use Agreement (the Agreement). Please read this Agreement carefully before using this ADX Website. Your use of this ADX Website constitutes your acceptance to be bound by this Agreement without limitation, qualification or change. If at any time you do not accept all the terms and conditions of this Agreement, you must immediately discontinue use of this ADX Website. This Agreement sets forth ADX' policies with respect to its operation of the ADX Websites. Other policies govern ADXs non-Internet operations.

YOU MAY NOT USE ANY ADX WEBSITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. YOUR ACCESS TO ANY ADX WEBSITE MAY BE TERMINATED IMMEDIATELY IN ADX' SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND/OR ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

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**Changes to this Agreement**

This Agreement is effective as of January 1, 2004. ADX reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. ADX will provide notice of such change on this ADX Website. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of the ADX Website constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this ADX Website.

**Privacy and Protection of Personal Information**

ADX has developed a Privacy Statement in order to inform you of its practices with respect to the collection, use, and disclosure of personal information.

**Accounts, Security, Passwords**

If a particular ADX Website or ADX Internet Service requires you to open an account, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for any and all activities that occur under your account. You agree to notify ADX immediately of any unauthorized use of your account. ADX is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. You may cancel your account by delivering notice in the manner provided in the

Additional Terms governing the particular ADX Internet Service.

### **Fees**

Except where otherwise provided, access to and use of this ADX Website and the ADX Internet Services offered through this site are currently available without charge. ADX reserves the right to charge a fee for access to or use of this ADX Website, or any ADX Internet Service available on this ADX Website at any time in the future. Your access to or use of this ADX Website before such time does not entitle you to use of this ADX Website without charge in the future.

### **Disclaimer of Warranties**

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THIS ADX WEBSITE AND/OR ADX INTERACTIVE SERVICE IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS ADX WEBSITE OR ADX INTERACTIVE SERVICE ARE PROVIDED TO YOU ON AN AS IS, AS AVAILABLE BASIS. ADX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ADX DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. ADX DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS ADX WEBSITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE AND/OR ITS SERVER WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. ADX DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS ADX WEBSITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT.

ADX IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR ADX INTERACTIVE SERVICES, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

### **Links**

This ADX Website may contain links to websites operated by third parties. ADX does not monitor or control the linked sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at these sites. If you choose to access any third party site, you do so at your own risk. The presence of a link to a third-party site does not constitute or imply ADX's endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the site.

### **Software Available Through ADX Website**

Any software that is made available to view and/or download in connection with a ADX Internet Service (Software) is owned or controlled by ADX and/or licensors, affiliates and suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software. ADX accepts no responsibility or liability in connection with any Software owned or controlled by third parties.

### **Third-Party Merchants**

This ADX Website may enable you to order and receive products, information and services from businesses that are not owned or operated by ADX. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. ADX does not endorse, warrant, or guarantee such products, information, or services, and is not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. ADX will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee, if any, charged for the ADX Internet Service.

### **Modification/Termination by ADX**

ADX reserves the right, in its sole discretion, to modify, suspend, or terminate this ADX Website and/or any portion thereof, including any ADX Internet Service, and/or your account, password, or use of any ADX Internet Service, or any portion thereof, at any time for any reason with or without notice to you.

Termination of your account for a ADX Internet Service removes your authorization to use the ADX 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, ADX shall not be liable to you or any third-party for any termination of your access to a ADX Internet Service.

Termination of your account for a ADX Internet Service removes your authorization to use the ADX 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, ADX shall not be liable to you or any third-party for any termination of your access to a ADX Internet Service.

### **Interactive Services**

This ADX Website may offer certain ADX Internet Services having interactive components such as bulletin boards, chat rooms and forums (collectively ADX Interactive Services).

### **Subscription Services**

This ADX Website may offer certain ADX Subscription Services such as newsletters (collectively ADX Subscription Services). By registering for a ADX Subscription Service, you will be subject to any charges and rules set forth in the description of that service.

### **Premium Services**

Some ADX Communications Internet Services on this ADX Communications Website, including certain ADX Communications Interactive and Subscription Services, may be offered to you conditioned on your payment of a fee (ADX Communications Premium Service). By using the ADX Communications Premium Service, you will be subject to any charges and rules set forth in the Additional Terms for that service.

### **Contests/Sweepstakes**

For Additional Terms applying to all contests or sweepstakes conducted by this ADX Website, refer to this sites contest or sweepstakes information.

### **Limitations on Liability**

In no event shall ADX, its subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available the ADX Website and its contents, be liable to any person or entity whatsoever for any direct, indirect,

incidental, special, compensatory, consequential, or punitive damages or any damages whatsoever, including but not limited to: (i) loss of goodwill, profits, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, performance or non-performance of the ADX Website; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service; (v) errors or inaccuracies contained on the ADX Website or any information, software, products, services, and related graphics obtained through the ADX Website; (vi) any transactions entered into through this ADX Website; (vii) any property damage including damage to your computer or computer system caused by viruses or other harmful components, during or on account of access to or use of this ADX Website or any site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of the ADX Website and ADX Internet Services. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if ADX has been advised of the possibility of damages.

### **Indemnification**

You agree to indemnify, defend, and hold harmless ADX, its subsidiaries, agents, 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 ADX Website and any related ADX Internet Service and/or software. ADX 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 ADX in asserting any available defenses.

### **International Use/U.S. Export Controls**

Accessing materials on this ADX Website by certain persons in certain countries may not be lawful, and ADX makes no representation that materials on this ADX Website are appropriate or available for use in locations outside the United States. If you choose to access this ADX Website from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

The United States controls the export of any software downloadable from this ADX Website. No software or any other materials associated with this ADX Website may be downloaded or otherwise exported or re-exported to countries or persons prohibited under export control laws, including but not limited to countries against which the United States has embargoed goods, or to anyone on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Departments Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using and/or downloading any such materials from a ADX Website, you represent and warrant that you are no located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited.

### **PRIVACY STATEMENT**

This statement informs you of ADX practices with respect to the online collection, use, and disclosure of personal information from this ADX Website. Personal information is information that allows us to contact you (such as email address, home address, or telephone number) or other information that, when linked to your name or contact information, allows us to personalize your visit to our site by providing you with information that suits your interests.

ADX is the owner of this website and retains all ownership rights to the information collected at this site. ADX reserves the right to change, modify, add, or remove provisions of this Privacy Statement. Any changes to this Privacy Statement will be posted here, and we encourage you to check back from time to time.

### **Personalization**

Although you may use many features of this site without completing a registration or sign-up form, visitors who do register and/or sign up for special services may have access to additional features of the site and are more likely to receive information suited to their interests. For example, a registered user is eligible for additional services provided by this website such as listener clubs and personalized content. Our registration and special services sign-up forms may ask you for contact information (like name or email address) and demographic information (like zip code or age). You must provide the information in order to receive the benefits of registration or of the special service.

We may use the contact information you give us to better tailor your website experience to your interests, and to send you information about ADX and its services as well as promotional material on behalf of some of our partners. We use other information that you provide to us to show you content in which you may be interested and to display the content according to your preferences. We will also share this information within the ADX family in order to enhance your experience on this and other ADX Websites.

In addition, we may share this information with advertisers or other third parties that are not part of the ADX family on an aggregate or other basis that does not disclose your identity or contact information.

#### **Online Surveys/Contests**

From time to time, we may conduct online surveys and contests. These ask you for contact information (like name or email address) and demographic information (like zip code or age). We may use this contact information from our surveys and contests to provide you with information about our company and promotional material on behalf of some of our partners, and to contact you when necessary.

#### **Supplemental Information**

To enhance ADX ability to tailor this site to your preferences, we may combine information that you provide us on registration and other online sign-up forms with other information about you that we may obtain. We do not share that information with any other party.

#### **Shopping/Commercial Services**

This ADX site may offer shopping services, which may be offered by us or by a firm that operates a store under contract with us. If our site offers shopping or other commercial services, you will use a customer order form to request information, products, and services. The order form will ask you to give us contact information (like name or email address), financial information (like account or credit card numbers), and demographic information (like zip code or age).

We will use the financial information that you provide to bill you for products and services. By giving our site your credit card and related personal information, you are authorizing our store to give that information to the merchant and credit card company in order to confirm and fulfill your order.

We will use contact information from the order form to fulfill your orders. We may also use contact data to get in touch with you when necessary. We will not otherwise use or distribute your financial information without your prior approval.

#### **Public Forums**

This site may make available chat rooms, forums, message boards, and news groups. Please remember that any information that you disclose in these areas becomes public information and you should exercise caution when deciding to disclose your personal information.

#### **Information Sharing With Third Parties**

From time to time we may enter into a special relationship with another company that is not owned by ADX to provide additional features at this site. These special relationships may include

powered by partners, business partners, sponsors, and co-branded sites (referred to here as co-branded pages). These might include, for example, pages that share our name and that of another entity, such as TicketMaster. You should look for a specific privacy statement on any such co-branded page. Any personal information that you provide when signing up at one of those co-branded pages may be shared with our third party partner. You should also check our partners website for information regarding its privacy policies.

Also, the nature of some features of our site may require that we share personal information about you with persons or companies outside of the ADX family. For example, this may occur at a feature that enables you, via our site, to ask questions of persons or entities that are not part of the ADX family. By responding to those features of the site, whether by email or direct entry of information on our Website, you are consenting to our transferring that information to such persons or entities.

With respect to specific registration modules, like contests, we may disclose personal information collected, and we will post a conspicuous statement on the registration module to the effect that we will be disclosing the information collected with third parties

Finally, we may share any of the information collected from you with these other non-ADX companies in an aggregate basis. The aggregated information is not linked to any information that can identify you.

#### **IP Address and Log Files**

We may use your IP address to administer our Website, to help diagnose problems with our server, to analyze trends, to track users webpage movements, to help identify you and your shopping cart, and to gather broad demographic information for aggregate use.

#### **Cookies**

This ADX site may use a standard technology called a cookie to collect information about how you use the site. Cookies reside on your computer and help our website to recognize your computers browser as a previous visitor. This information allows us to customize delivery of information. For example, our site may use cookies to save and remember registration information or preferences that you may have set while browsing the site, to keep track of your shopping cart, to ensure you dont see the same ad content repeatedly, to deliver content specific to your interests, and to save your password so you dont have to re-enter it each time you visit our site. We use cookies only to gather information as indicated in this policy.

In addition, on occasion our site may also set a session cookie which helps us administer the site. The session cookie expires when you close your browser and does not retain any information about you after it expires.

#### **Banner Advertising**

We license ad-server software from another company to place banner advertising on our sites. All of the data provided and generated by the ad-server software remains in our possession and no data is transferred to the licensor of the software. This feature of our site may, on occasion, set cookies on your computer. Any information collected or stored by the ad-service or the cookies is treated in the same manner as other information as described in this statement.

#### **Childrens Personal Information**

Consistent with the Childrens Online Privacy Protection Act:

This site does NOT collect, use, or disclose personal information (including online contact information) of children under the age of 13.

In the event that a child under the age of 13 attempts to register on our site, we will NOT accept the registration and will delete information received from the child.

In the event that a child posts personal information in a public forum such as a chat room, we will

attempt to delete that information once we become aware of it.

### **Your Choices**

This ADX site provides you the opportunity to opt-out of receiving email communications from us and our special relationship partners. To opt-out of receiving email communications, you:

Modify your registered user information on our website; or  
Send an email to [removeme@catcountry987.com](mailto:removeme@catcountry987.com)

### **Access to Personal Information**

ADX gives you the opportunity to modify or remove personal information that you have provided to us. You may do so by modifying your password-protected registered user information on our website.

### **Security of Your Personal Information**

ADX employs reasonable security measures consistent with standard industry practice, for information collected through this website. We believe that we have adequate security measures in place in our physical facilities to protect against the loss, misuse, or alteration of the information we collect on our website. We also use internal protections to limit access to users personal information to only those employees who need the information to perform a specific job.

### **Sale or Merger**

If this site is sold to, or merges with, another company not owned by ADX, you should expect that some or all of the information collected from this website may be transferred to the buyer/surviving company. If so, ADX will seek to obligate the acquiring company to use any personal information transferred by this site in a manner consistent with this statement, but cannot guarantee that it will be able to impose that requirement or that the acquiring company will comply.

### **Legal Process**

You should be aware that ADX may be required to disclose your personal information to the government or third parties under certain circumstances, such as in court or regulatory proceedings.

### **Contacting the Website**

If you have any questions about this privacy statement, the practices of this site, or your dealings with this website, you can contact ADX at 850-494-2800 for support.

### **Leased Content**

No third-party licensor shall have any liability for the accuracy or completeness of this service or any component thereof or for delays, unauthenticity, omissions, or other defects therein nor for any claims or losses arising therefrom or occasioned thereby, including, without limitation, any lost profits, indirect, special, or consequential damages. Third party licensors have exclusive proprietary rights from the information received via the service. Customer, end-user, or visitor, as applicable, shall not use or permit anyone to use the information provided through the service for any unlawful or unauthorized purpose. Customer, end-user, or visitor, as applicable, is not authorized or permitted to furnish such information to any person or firm for reuse or retransmission without prior written approval of the source of such information. Provision of the information on the service is subject to termination in the event that any agreement between a third party licensor and a provider of information distributed through the service is terminated in accordance with its terms. Third party licensor and its subsidiaries, affiliates, information providers and content partners shall have no liability for investment decisions based on the information provided hereby

## **General Information**

This Agreement and the Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of Florida, 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 ADX brings to enforce this Agreement and/or the Additional Terms, or in connection with any matters related to this ADX Website and/or the Privacy Statement, shall be brought only in either the state or Federal courts located in Pensacola, FL. 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. You agree to file any cause of action with respect to this Agreement 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, 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 shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and ADX with respect to the use of this ADX Website and shall not be modified except in writing, signed by an authorized representative of ADX.

If you have any questions concerning this Agreement, you may send them by email to [gm@catcountry987.com](mailto:gm@catcountry987.com). You must send any official correspondence via postal mail to:

Mary Hoxeng  
ADX Communications  
7251 Plantation Road  
Pensacola, Florida 32504

## **European Union and Other Foreign Nations**

This ADX website is governed by and operated in accordance with the laws of United States of America and is intended for enjoyment of residents of the United States. ADX makes no representation that this website is governed by or operated in accordance with the laws of other nations. By using this site and submitting any personal information, visitors from outside of the United States acknowledge the this site is subject to U.S. law, consent to the transfer of personal data to the U.S., and waive any claims that may arise under their own national laws.

## **COPYRIGHT & TRADEMARK NOTICE**

### **Use of Intellectual Property**

The ADX Website, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, ADX logos, titles, characters, names, graphics and button icons (collectively Intellectual Property), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by ADX or by other parties that have provided rights thereto to ADX.

You may not, and agree that you will not, reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any Intellectual Property, information, software or products obtained from or through this ADX Website, in whole or in part, without the express written permission of ADX.

Other trademarks, service marks, product names and company names or logos appearing on this ADX Website that are not owned by ADX may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not hyperlink to any page beyond the homepage of this ADX Website, or frame this ADX Website, or any web page or material herein, nor may any entity include a hyperlink to any aspect of the ADX Website in an email for commercial purposes, without the express written permission of ADX.

You may inquire about obtaining permission by writing:

General Manager  
ADX Communications  
7251 Plantation Road  
Pensacola, Florida 32504

### **Copyright Infringement**

ADX respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. By submitting any material or photographs through this ADX Website, you are granting permission to have this material posted on this ADX Website, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. ADX reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights ADX may have under law or contract.

### **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, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By mail:

General Manager  
ADX Communications  
7251 Plantation Road  
Pensacola, Florida 32504

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

- (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 at a single online site are covered by a single notification, a representative list of such works at that site.
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit ADX to locate the material.
- (iv) Information reasonably sufficient to permit ADX to contact the complaining party, such as an address, telephone number, and, if available, an email address.
- (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.

(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.

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

#### **INTERACTIVE SERVICE ADDITIONAL TERMS**

You may participate in the ADX Interactive Service by reading and agreeing to the Terms of Use Agreement and these Interactive Service Additional Terms, and by completing the registration form. If you do not agree to abide by the Terms of Use Agreement and these Interactive Service Additional Terms, you may not participate in the ADX Interactive Service.

You agree that you will not:

Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as spam), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).

Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through the ADX Website, or any postings which advocate illegal activity.

Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable.

Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.

Deliver, or provide links to, any postings containing defamatory, false or libelous material.

Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.

Deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.

Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.

Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.

Use this ADX service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of the ADX Website or other users computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.

Attempt to gain unauthorized access to this ADX Website, any related website, other accounts, computer system, or networks connected to this ADX Website, through hacking, password mining, or any other means.

Obtain or attempt to obtain any materials or information through any means not intentionally made available through this ADX Website, including harvesting or otherwise collecting information about others such as email addresses.

You are solely responsible and liable for postings delivered to the ADX Website using your account. Any violation of these provisions can subject your ADX account to immediate termination and, possibly, further legal action.

ADX does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to a ADX interactive website by you or other users. ADX is not obligated to and does not regularly review, monitor, delete, or edit postings. However, ADX reserves the right to do so at any time in its sole discretion, for any

reason or no reason, and to delete or edit any posting with or without notice. ADX is not responsible or liable for damages of any kind arising from any postings even when ADX is advised of the possibility of such damages, or from ADX alteration or deletion of any posting.

The information and opinions expressed in postings on this ADX Website are not necessarily those of ADX or its content providers, advertisers, sponsors, affiliated or related entities, and ADX makes no representations or warranties regarding that information or those opinions. ADX does not represent or guarantee the truthfulness, accuracy, or reliability of any postings or determine whether the postings violate the rights of others. You acknowledge that any reliance on material posted by other users will be at your own risk.

Unless otherwise provided, all postings to the ADX Website automatically and immediately become the property of ADX without any obligation of confidentiality. ADX shall be entitled to use the material for any type of use forever including in any media whether now known or later devised. If any court determines that ADX does not retain exclusive ownership of any posting, then you hereby expressly grant to ADX a royalty-free, perpetual, irrevocable right to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, sell, sublicense or otherwise distribute and display the Posting for any reason, including for promotional and advertising purposes, alone or as a part of other works in any form, medium or technology now known or later developed, and you waive all moral rights in all such postings.

#### **PREMIUM SERVICE ADDITIONAL TERMS**

You may register for a ADX Premium Service by reading and agreeing to the Terms of Use Agreement and these Premium Service Additional Terms, and by completing the registration form. If you do not agree to abide by the Terms of Use Agreement and these Premium Service Additional Terms, you may not register for the ADX Premium Service.

#### **Member Account and Password**

You are responsible for any membership name and password that is associated with your account during registration. If this premium service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

#### **Charges for Premium Service**

ADX will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge.

In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

#### **Limited to Personal and Non-Commercial Use**

This premium service is for your personal and non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products obtained from this premium service without our prior written consent. You may inquire about obtaining written permission from us to display or reproduce material from this site by writing:

General Manager  
ADX Communications  
7251 Plantation Road

Pensacola, Florida 32504

**Cancellation**

You may cancel your membership in this premium service at any time by contacting us using the contact information provided on this premium service. In the event that you have paid a fee to register on this site, we will return the unused portion of your membership fee on a 52-week pro-rated basis within ninety (90) days of your cancellation of your membership.

We reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 52-week pro-rated basis to you within ninety (90) days of the termination of your access to this service.

**Modification of these Terms of Use**

ADX may from time to time change the terms and conditions governing this premium service. It is important that you regularly review these terms and conditions to stay informed with regard to any changes in the terms and conditions governing your use of this premium service. Your continued use of this premium service constitutes your agreement to all such terms and conditions.

**Submissions**

Unless otherwise stated, we will not review or consider any unsolicited submissions to this premium service. All submissions to this premium service become our property. No submission will be subject to any reimbursement or other payment by us.

**Service Contact**

You may email your requests for customer service through the contact information provided on the home page of this premium service