Inside Radio - Terms of Use

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This site or application is owned or managed by Inside Radio, a division of M Street Corporation (“Inside Radio”).

Inside Radio provides this Inside Radio Site and related services for your business use only and subject to your compliance with this Terms of Use Agreement (the “Agreement”). Please read this Agreement carefully before using this Inside Radio Sites. Your use of this Inside Radio Sites 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 Inside Radio Site. This Agreement sets forth Inside Radio’s policies with respect to its operation of the Inside Radio Sites. Other policies govern Inside Radio’s non-Internet operations.

Certain products or services offered by this and/or other Inside Radio Sites (each a “Inside Radio Internet Service,” and collectively “Inside Radio Internet Services”), and certain areas within this and/or other Inside Radio Sites may be governed by additional terms (“Additional Terms”) presented in conjunction with those products or services. You must agree to those Additional Terms before using those areas or
Inside Radio Internet Services. The Additional Terms and this Agreement, taken together, shall apply to your use of those areas or Inside Radio Internet Services. In the event of an irreconcilable inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control.

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

By using this Inside Radio Site, you are representing and warranting that: (a) you are a legal resident of the United States; (b) you are at or above the legal age of majority in your jurisdiction of residence; (c) you own or have sufficient authorization to use the computer, mobile device, technology or other device you use to access this Inside Radio Site (collectively, “Device”); and (d) you will access and use this Inside Radio Site in accordance with this Agreement.

I. Mobile Devices

If permitted or available through the applicable Inside Radio Internet Service, to (a) upload content to this Inside Radio Site via your mobile device and/or tablet, (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse this Inside Radio Site from your mobile device and/or (d) to access certain features through a mobile application you have downloaded and installed on your mobile device (collectively the “Mobile Services”), you must have a mobile communications subscription (or have the consent of the applicable subscriber) with a participating carrier or otherwise have access to a mobile communications network for which Inside Radio makes the Inside Radio Internet Service available as well as any carrier services necessary to download content, and pay any service fees associated with any such access (including text messaging charges for each text message you send and receive on your mobile device). In addition, you must provide all equipment and software necessary to connect to the Inside Radio Internet Service, including, but not limited to, if this Inside Radio Site contains a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the Inside Radio Internet Service and to use any part of that Service. You are responsible for ensuring that your equipment and/or software does not disturb or interfere with Inside Radio’s or this Inside Radio Site’s operations or the Inside Radio Internet Service. Any equipment or software causing interference will be immediately disconnected from the Inside
Radio Internet Service and Inside Radio will have the right to immediately terminate this Agreement. If any upgrade in or to the Inside Radio Internet Service requires changes in your equipment or software (including the operating system for your Device), you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance the current Inside Radio Internet Service, including the release of new products and services, will be subject to the terms and conditions of this Agreement. You agree to follow and comply with any applicable laws in your use of the Inside Radio Internet Service.

II. Changes to This Agreement

Inside Radio reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. Inside Radio will provide notice of such change on this Inside Radio Site. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of this Inside Radio Site and/or Inside Radio Internet Service 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 Inside Radio Site and/or the Inside Radio Internet Service to which the changes may apply.

III. Privacy and Protection of Personal Information

Inside Radio has developed a Privacy Statement in order to inform you of its practices with respect to the collection, use, disclosure and protection of personal information. You can find the Privacy Statement, which is incorporated into this Agreement, by clicking here, and by using this Inside Radio Site you agree to the terms of the Privacy Statement.

IV. Accounts, Security, Passwords

If a particular Inside Radio Site or Inside Radio 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 Inside Radio immediately of any unauthorized use of your account. Inside Radio 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 Inside Radio Internet Service.

V. User Code of Conduct

In accessing and using this Inside Radio Site and/or the Inside Radio Internet Services, 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 this Inside Radio Site, 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, 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.

- Deliver any posting containing personal information, such as phone numbers, social security numbers, account numbers, addresses or employer references.

- Use this Inside Radio service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this Inside Radio Site or other users’ Devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.

- Attempt to gain unauthorized access to this Inside Radio Site, any related website, other accounts, computer system, or networks connected to this Inside Radio Site, 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 Inside Radio Site, including harvesting or otherwise collecting information about others such as email addresses.

**VI. Fees**

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

**VII. Disclaimer of Warranties**

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THIS INSIDE RADIO SITE AND/OR INSIDE RADIO INTERACTIVE SERVICE IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS INSIDE RADIO SITE OR
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INSIDE RADIO 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 INSIDE RADIO INTERACTIVE SERVICES, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

VIII. Exceptions

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, INSIDE RADIO’S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IX. Limitations on Liability

In no event shall Inside Radio, its subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available this Inside Radio Site 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 this Inside Radio Site; (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 this Inside Radio Site or any information, software, products, services, and related graphics obtained through this Inside Radio Site; (vi) any transactions entered into through this Inside Radio Site; (vii) any property damage including damage to your Device or computer system caused by viruses or other harmful components, during or on account of access to or use of this Inside Radio Site or any site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of this Inside Radio Site and Inside Radio 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 Inside Radio has been advised of the possibility of damages.

X. Indemnification

You agree to indemnify and hold harmless Inside Radio, 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 Inside Radio Site and any related Inside Radio Internet Service and/or software. You agree to cooperate fully with Inside Radio in asserting any available defenses in connection with a claim subject to indemnification by you under this Agreement.

XI. Modification/Termination by Inside Radio

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

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

**XII. Links**

This Inside Radio Site may contain links to websites, applications or other services operated by third parties (the “Linked Sites”). Inside Radio 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 the Linked Sites. If you choose to access any third-party site (including any Linked Site), you do so at your own risk, and your use of that site is subject to its own terms of use and privacy policy, which you should review. The presence of a link to a third-party site does not constitute or imply Inside Radio’s endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the site.

**XIII. Software and Downloads Available Through This Site**

Any software that is made available to access, use, view and/or download in connection with a Inside Radio Site or Inside Radio Internet Service (“Software”), including applications, podcasts, audio streaming, or video streaming, is owned or controlled by Inside Radio and/or licensors, affiliates and suppliers and is protected by copyright laws and international treaty provisions. Your use of the Software is limited to business use and is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software. Inside Radio accepts no responsibility or liability in connection with any Software owned or controlled by third parties.

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

Accessing materials on this Inside Radio Site by certain persons in certain countries may not be lawful, and Inside Radio makes no representation that materials on this Inside Radio Site are appropriate or available for use in locations outside the United States. If you choose to access this Inside Radio Site 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 Inside Radio Site. No software or any other materials associated with this Inside Radio Site 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 Department’s 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 Inside Radio Site, you represent and warrant that you are not 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.

**XV. Third-Party Merchants**

This Inside Radio Site may enable you to order and receive products, information and services from businesses that are not owned or operated by Inside Radio. 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. Inside Radio 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. Inside Radio 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 Inside Radio Internet Service.

**XVI. General**

The service is for your business 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 service without our prior written consent. You may inquire about obtaining written permission from us to display or reproduce material from this Inside Radio Site by writing:
This Agreement and any Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, 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 and all disputes, claims and causes of action arising out of, or connected with, this Agreement and/or the Additional Terms, or in connection with any matters related to this Inside Radio Site and/or the Privacy Statement, shall be resolved individually, without resort to any form of class action, exclusively in either the state or Federal courts located in New York County, New York. You agree to submit to the personal jurisdiction of the courts of the State of New York 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 Inside Radio with respect to the use of this Inside Radio Site and shall not be modified except in writing, signed by an authorized representative of Inside Radio.

If you have any questions concerning this Agreement, you may send them by email to help@InsideRadio.com. You must send any official correspondence via postal mail to:

Legal Department

Inside Radio
ATTN: Inside Radio Sites Terms of Use
PO Box 742263
Atlanta GA 30374
770-919-8945
Email: help@Insideradio.com
XVII. Copyright & Trademark Notice

Use of Intellectual Property

The Inside Radio Site, 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, Inside Radio 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 Inside Radio or by other parties that have provided rights thereto to Inside Radio.

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 Inside Radio Site, in whole or in part, without the express written permission of Inside Radio.

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

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this Inside Radio Site, or frame this Inside Radio Site, or any web page or material herein, nor may any entity include a link to any aspect of this Inside Radio Site in an email for commercial purposes, without the express written permission of Inside Radio. Further, unless otherwise expressly permitted, you agree not to link to Inside Radio’s Intellectual Property so as to cause you or anyone else to access Inside Radio’s Intellectual Property other than through this Inside Radio Site.

You may inquire about obtaining permission by writing:

Inside Radio
Attention: IP Permission
PO Box 742263
Atlanta GA 30374
770-919-8945
Email: help@Insideradio.com
Copyright Infringement

Inside Radio 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 Inside Radio Site, you are granting permission to have this material posted on this Inside Radio Site, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. Inside Radio reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights Inside Radio may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement below.

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:

Inside Radio
Attention DMCA Designated Agent
c/o Legal Department
PO Box 742263
Atlanta GA  30374-2263
By Email: help@InsideRadio.com

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 Inside Radio to locate the material.
(iv) Information reasonably sufficient to permit Inside Radio 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.

This Agreement was last modified on April 13, 2020.