iHeartMedia Terms of Use

Versión en Español

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Some parts of this iHeartMedia Site may contain adult content intended for people who are at or above the legal age of majority in their jurisdiction of residence. By viewing this adult content, you are representing that you are at or above such legal age of majority and that the content is acceptable to you. Filtering software is commercially available which can be used to exclude content that is not acceptable to you. This software may prevent the display of all or portions of the iHeartMedia Site content.

I. Mobile Devices

If permitted or available through the applicable iHeartMedia Internet Service, to (a) upload content to this iHeartMedia 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 iHeartMedia 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 iHeartMedia makes the iHeartMedia 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 iHeartMedia Internet Service, including, but not limited to, if this iHeartMedia 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 iHeartMedia 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 iHeartMedia’s or this iHeartMedia Site’s operations or the iHeartMedia Internet Service. Any equipment or software causing interference will be immediately disconnected from the iHeartMedia Internet Service and iHeartMedia will have the right to immediately terminate this Agreement. If any upgrade in or to the iHeartMedia 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 iHeartMedia 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 iHeartMedia Internet Service.

II. Changes to This Agreement

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

III. Privacy and Protection of Personal Information

iHeartMedia 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[DA1], and by using this iHeartMedia Site you agree to the terms of the Privacy Statement.

IV. Accounts, Security, Passwords

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

V. User Code of Conduct

In accessing and using this iHeartMedia Site and/or the iHeartMedia 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 iHeartMedia 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 iHeartMedia service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this iHeartMedia 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 iHeartMedia Site, any related website, other accounts, computer system, or networks connected to this iHeartMedia 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 iHeartMedia 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 iHeartMedia Site and the iHeartMedia Internet Services offered through it are currently available without charge. iHeartMedia reserves the right to charge a fee for access to or use of this iHeartMedia Site, or any iHeartMedia Internet Service available on this iHeartMedia Site at any time in the future. Your access to or use of this iHeartMedia Site before such time does not entitle you to use of this iHeartMedia Site without charge in the future.

VII. Disclaimer of Warranties

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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, IHEARTMEDIA’S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

IX. Limitations on Liability
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X. Indemnification

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

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This iHeartMedia Site may enable you to order and receive products, information and services from businesses that are not owned or operated by iHeartMedia. 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. iHeartMedia 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
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iHeartMedia may display advertisements for the goods and services of a third party on the iHeartMedia Sites, including in connection with co-promotions, sponsorships and other similar partnership arrangements. iHeartMedia does not endorse or represent and is not responsible for the safety, quality, accuracy, reliability, integrity or legality of any such goods or services advertised, promoted or displayed on this iHeartMedia Site.

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You may be invited or asked to attend iHeartMedia-sponsored events or events held by other members and users of this iHeartMedia Site which are not in any way associated with iHeartMedia at various locations throughout the United States (collectively, “Events”). Your participation in any Events is at your own risk and you agree to release and hold iHeartMedia, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees harmless from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, any injury or death to you or your minor children or wards, resulting from attending the Events or participation in any activities available at the Events. You also agree that we may film and record any of the Events sponsored by iHeartMedia in which you or your minor children or wards participate and you hereby agree that such films and recordings shall be owned by iHeartMedia and we may use your or your minor children or wards’ name, likeness, voice, performance and other activities in which you or your minor children or wards engage for any advertising, promotional or other lawful purpose in any and all media now or hereafter known throughout the world in perpetuity without notice, approval or compensation to you or any third party.

XVIII. Interactive Services and User Materials

This iHeartMedia Site may offer certain iHeartMedia Internet Services having interactive components such as bulletin boards, chat rooms, blogs, and forums (collectively, “iHeartMedia Interactive Services”). Additional Terms may cover iHeartMedia Internet Services, which appear on the pages where these services are available, in addition to the general terms provided below. The selection of available iHeartMedia Internet Services may change from time to time in iHeartMedia’s sole discretion. You may participate in the iHeartMedia Interactive Service by completing the registration form where one is provided.

User Materials

iHeartMedia does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to iHeartMedia by you or other users (collectively, “User Materials”). iHeartMedia is not obligated to and does not regularly review, prescreen, monitor, delete, or edit User Materials. However, iHeartMedia reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to refuse, delete, move or edit any User
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have developed or obtained independently. However, if you do still transmit to us, via this iHeartMedia Site, email or otherwise, any unsolicited communication or material, you will be deemed to have granted to us the same rights as are set out in this section with respect to User Materials. Without limitation thereof, you agree that iHeartMedia, our affiliates and our licensees are free to use any ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products, services and content using such information, without any credit, notice, approval or compensation to you.

Referral Programs and “Forward to a Friend” Opportunities

The iHeartMedia Site may offer referral programs that permit you to submit information about other persons (each, a “Referred Person”), including, without limitation, U.S.-based email addresses, mobile telephone numbers, names, street addresses and other contact information so they may receive information and/or promotional offers concerning the iHeartMedia Internet Service. You may only refer persons with whom you have a personal relationship. You must have obtained the consent of the Referred Person prior to providing us with his or her contact information. We reserve the right to limit the number of Referred Persons you can submit. We reserve the right to limit the number of transmissions to any particular Referred Person from time to time. You may not withdraw the contact information you provide for a Referred Person once it has been submitted. A Referred Person must be a permanent, legal resident of the continental United States, at least 18 years old (or 19 years old if a resident of Alabama or Nebraska, or 21 years old if a resident of Mississippi), and be able to register for the iHeartMedia Internet Service, or otherwise use the iHeartMedia Internet Service. The contact information for a Referred Person must be valid and functioning in order for us to contact him or her about the iHeartMedia Internet Service. We will not be responsible for validating the contact information you provide. We may elect NOT to communicate with any Referred Person and/or e-mail address if he/she/it appears to be on any of our “do not contact” or “do not e-mail” lists. In addition, we reserve the right to reject the participation of any Referred Person if (a) the contact information provided by you is incorrect or not valid, (b) such individual has violated any provision of these terms or conditions, or (c) we determine in our sole discretion that the participation of such individual might be harmful to us, this iHeartMedia Site, any iHeartMedia Internet Service, or any third party for any reason. We specifically disclaim any liability for exercising such right.

We may, at our discretion, send you a confirmation using any means available through the iHeartMedia Internet Service, including email, text and other forms of messaging, to inform you that the Referred Person has registered for the iHeartMedia Internet Service. If we send the confirmation to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with any such access (including text messaging charges in connection with messages to your mobile device). If you misuse any referral program or otherwise engage in improper behavior with respect to a referral program, as we determine in our sole discretion, we reserve the right to discontinue the iHeartMedia Internet Service to you. We may from time to time offer incentives or rewards in connection with a referral program, and any such incentive or reward programs shall be subject to Additional Terms which will be posted at the time such programs become available and will be deemed incorporated into, and subject to, this Agreement. We reserve the right, in our sole discretion, to suspend, temporarily or permanently, or cease to provide any and all referral programs without notice, reason or liability.
If you are using the iHeartMedia Internet Service to communicate to a Referred Person (or any third party), you agree not to use such iHeartMedia Internet Service to harm the Referred Person or any other third party, and/or use such iHeartMedia Internet Service in violation of any applicable laws, rules or regulations or the terms and conditions of this Agreement.

Voting/Rating Features

For any voting/rating features that are available on this iHeartMedia Site, you must follow instructions on this iHeartMedia Site to submit your votes/ratings, including any restrictions set forth with respect to limitations on voting/rating. Votes/ratings received from you in excess of any stated limitation will be disqualified. Payment or other consideration in exchange for votes/ratings is prohibited. Votes/ratings generated by script, macro or other automated means or any other means intended to impact the integrity of the voting/rating process as determined by us may be void. iHeartMedia assumes no responsibility for incorrect/inaccurate voting/rating information or for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, votes/ratings. We may, at our discretion, modify, terminate, or suspend the voting/rating or void any vote/rating should a virus, bug, non-authorized human intervention, action of voter/rater, or other cause corrupt or impair the administration, security, or fairness of the voting/rating. We reserve the right, in our sole discretion, to disqualify any individual it finds to be violating these terms, tampering with the voting/rating process, or acting in an unsportsmanlike or improper manner and void all associated votes/ratings. Our decisions with respect to all aspects of any voting/rating element are final and binding, but not limited to, with respect to the tallying of votes/ratings and the invalidation or disqualification of any suspected votes/ratings or voters/raters. You may also be given the opportunity to participate in voting/rating features in a third party application or feature (such as one of our social media partners like Facebook or Twitter), in which case your participation in such features will be subject to the terms and conditions governing that third party application or feature.

XIX. Subscription Services

This iHeartMedia Site may offer certain iHeartMedia Subscription Services such as newsletters and Real Simple Syndication (“RSS”) feeds (collectively “iHeartMedia Subscription Services”). By registering for a iHeartMedia Subscription Service, you will be subject to any charges and rules set forth in the description of that service which may or may not be reflected in Additional Terms.

XX. Premium Services

SOME IHEARTMEDIA INTERNET SERVICES ON THIS IHEARTMEDIA SITE, INCLUDING CERTAIN IHEARTMEDIA INTERACTIVE AND SUBSCRIPTION SERVICES, MAY BE OFFERED TO YOU CONDITIONED ON YOUR PAYMENT OF A FEE (EACH, A “IHEARTMEDIA PREMIUM SERVICE”). BY USING THE IHEARTMEDIA PREMIUM SERVICE, YOU AGREE THAT YOU WILL BE SUBJECT TO ANY CHARGES AND RULES SET FORTH IN THE ADDITIONAL TERMS FOR THAT SERVICE, IN ADDITION TO THE GENERAL TERMS PROVIDED BELOW, WHICH MAY INCLUDE AUTOMATIC RENEWALS AND PERIODIC RECURRING CHARGES (E.G., MONTHLY, QUARTERLY, OR ANNUALLY) TO YOUR PAYMENT METHOD UNTIL YOU CANCEL A SERVICE. YOU MAY CANCEL ONLINE BY FOLLOWING THE INSTRUCTIONS BELOW (“PAID SUBSCRIPTION SERVICE – CANCELLATION”). YOU MAY REGISTER FOR BY COMPLETING THE APPLICABLE REGISTRATION FORM.
Plus and All Access Services

iHeartMedia provides various types of music streaming services: (1) the “Free-of-Charge Service”; (2) the “Plus Service”; (3) the “All Access Service”; and (4) an “All Access Family Plan.” The following terms are applicable only if you purchase the Plus Service, the All Access Service, or the Family Plan (each, a “Paid Subscription Service”). In order to obtain access to the Paid Subscription Service, you must also pay a specified, automatically recurring subscription fee (e.g., monthly, quarterly, or annually). Further details about the Paid Subscription Service can be found at iheartradioondemand.com. iHeartMedia may, at its sole discretion, prospectively change the features and services offered in any of the Paid Subscription Service at any time. The Paid Subscription Services are available to US residents only.

Paid Subscription Service—Billing and Fees

Before you register for a Paid Subscription Service, iHeartMedia will provide notice of and get your affirmative consent to any charges. By registering for a Paid Subscription Service (which includes “Direct Purchases” and “In-App Purchases,” as defined below), you affirmatively consent to pay all fees and charges associated with the Paid Subscription Service on a timely basis and are responsible for any charges incurred by your account. You warrant that the credit card information that you provide is correct and is 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.

BY REGISTERING FOR A PAID SUBSCRIPTION SERVICE AND PROVIDING YOUR CREDIT CARD INFORMATION, YOU AUTHORIZE US (IN THE CASE OF A DIRECT PURCHASE) OR THE APP STORE PROVIDER (IN THE CASE OF AN IN-APP PURCHASE) TO CHARGE YOUR CREDIT CARD FOR THE PAID SUBSCRIPTION SERVICE FEE AT THE THEN-CURRENT RATE AND ANY ADDITIONAL CHARGES (INCLUDING LATE CHARGES AND APPLICABLE FEDERAL, STATE, OR LOCAL TAXES), AS WELL AS TO CHARGE YOUR CREDIT CARD ON AN AUTOMATIC AND RECURRING BASIS (E.G., MONTHLY, QUARTERLY, OR ANNUALLY), AS CONSENTED TO AT THE TIME OF REGISTRATION, UNTIL YOU CANCEL YOUR PAID SUBSCRIPTION SERVICE. You may cancel online by following the instructions below (“Paid Subscription Service—Cancellation”).

If you make an in-app purchase of the Paid Subscription Service (an “In-App Purchase”) via the applicable app store provider (e.g., Apple App Store, Google Play, etc.) (an “App Store Provider”), then the App Store Provider will charge your account the applicable fees or charges. Billing for In-App Purchases will be handled by the App Store Provider, according to their terms.

If you purchase a Paid Subscription Service directly from us (a “Direct Purchase”), we may use a third party that is not affiliated with us to process your payments as merchant of record (“Processor”). You agree that this Processor is solely responsible for controlling, handling and processing your payments. For Direct Purchases, you will receive a bill for the Paid Subscription Service fee based on the term of the subscription for which you registered. For example, if you signed up for a monthly paid subscription, you will be billed one day after each month on the calendar day that corresponds with the commencement of your subscription. If your payment date falls on a date that does not exist in that month (e.g., the 31st day of a month), we will bill your credit card on the last day of the applicable month. However, you acknowledge that we reserve the right to change our billing methods effective upon notice to you. You may visit your member account to update your credit card information, and you agree to maintain a valid credit card during the subscription term. You are liable for any amounts that are unsettled and overdue. We may deactivate your member account.
without notice if your payment method is invalid and your payment becomes past due. Any delinquent payments are due in full within thirty (30) days of the termination or cancellation of a Direct Purchase Paid Subscription Service.

Paid Subscription Service—Promotional Trial

iHeartMedia may offer a free or reduced price trial subscription of the Plus Service or the All Access Service for a specified trial period either without payment or with payment of a reduced fee (a “Trial”). To initiate the Promotional Trial, you will be required to provide your credit card information. By initiating the Promotional Trial, you affirmatively consent to have your credit card charged automatically on a periodically recurring basis if you do not cancel your subscription before the end of the Promotional Trial.

Unless otherwise specified, Trials are limited to a single Paid Subscription Service; you may not obtain more than a single Trial using the same account or credit card and if you have previously used the same account or credit card to obtain a Trial or Paid Subscription Service, then that card will immediately be charged applicable fee upon registration. iHeartMedia may, at its sole discretion and to the fullest extent permitted by law, revoke or alter a Promotional Trial without notice to you and at any time. Your Promotional Trial will end as soon as you purchase a Paid Subscription Service.

BY INITIATING A PROMOTIONAL TRIAL, YOU AFFIRMATIVELY CONSENT TO BE AUTOMATICALLY ENROLLED IN THE PAID SUBSCRIPTION SERVICE YOU SELECTED DURING REGISTRATION, AND TO HAVE YOUR CREDIT CARD AUTOMATICALLY CHARGED THE APPLICABLE FEES (INCLUDING APPLICABLE FEDERAL, STATE, OR LOCAL TAXES) ON A RECURRING PERIODIC BASIS (E.G., MONTHLY, QUARTERLY, OR ANNUALLY), UNLESS YOU CANCEL THE PAID SUBSCRIPTION SERVICE PRIOR TO EXPIRATION OF THE PROMOTIONAL TRIAL. You may cancel online by following the instructions below (“Paid Subscription Service – Cancellation”).

Paid Subscription Service—All Access Family Plan

If you purchase an All Access Family Plan, you, as the paying account holder may designate up to five (5) non-paying account holders (each, a “Family Account Holder”) to access the All Access Service. You will be the only party responsible for paying for the All Access Family Plan and may add or remove Family Account Holders from your All Access Family Plan at any time. To invite a prospective Family Account Holder to participate in your All Access Family Plan, you must provide the prospective Family Account Holder’s email address. iHeartMedia will send an email to the prospective Family Account Holder inviting them to participate in your All Access Family Plan. To accept your invitation to participate in the All Access Family Plan, the Family Account Holder must create an account with iHeartMedia (if they do not already have one) and enter the paying account holder’s billing zip code. All Family Account Holders must live in the same household and be at least 13 years of age.

Paid Subscription Service—Automatic Renewal

By registering for a Paid Subscription Service, you affirmatively consent to have your Paid Subscription Service automatically renewed, and to have your credit card charged on a periodically recurring basis (e.g., monthly, quarterly, or annually), unless you cancel your subscription before the end of your current subscription term. You may cancel online by following the instructions below (“Paid
Subscription Service – Cancellation). Cancellation will be effective the day after the end of your current subscription term. Your failure to cancel your subscription during the current term will result in the automatic renewal of your subscription at the then-current subscription rate and for the same term as your current subscription (e.g., monthly, quarterly, yearly). As described below, if iHeartMedia plans to change the subscription rate, we will provide you with advance notice of the new rate. The cancellation of a Paid Subscription Service will result in a downgrade of your subscription service to the Free-of-Charge Service as of the end of your current subscription term.

Paid Subscription Service—Subscription Rate Changes

We may change the subscription rate from time to time. If we do, we will provide you advance notice of any change in the subscription rate. If you do not agree with the new subscription rate, you may cancel your subscription prior to the new subscription rate taking effect. You may cancel online by following the instructions below (“Paid Subscription Service – Cancellation”). If you continue to use the Paid Subscription Service after the subscription rate has gone into effect, you will be charged the new rate until you cancel or the rate changes.

Paid Subscription Service—Data

As part of your purchase of a Paid Subscription Service, data collected through the registration and payment process may be shared with our applicable payment service provider. If you purchase the Paid Subscription Service online, such information will be shared with Processor. If you make an in-app purchase of the Paid Subscription Service, such information will be shared with the applicable app store provider (e.g., Apple App Store, Google Play, etc.). Your data will be handled in accordance with our Privacy Policy.

Paid Subscription Service—Member Account and Password

You are responsible for any membership name and password that is associated with your account during registration. If the Paid Subscription 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.

Paid Subscription Service—Limited to US Residents, Personal and Non-Commercial Use

The Paid Subscription Services are for US residents only. The Paid Subscription Services are 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 otherwise exploit the Paid Subscription Services without our prior written consent.

Paid Subscription Service—Cancellation

You can cancel your Direct Purchases or a Paid Subscription Service at any time by going to your online account “Settings” and following the cancellation instructions; you may cancel your In-App Purchases by following your App Store Provider’s instructions. In the event that you cancel a Paid Subscription
Service before the end of your subscription period, we will not return any portion of your subscription fee provided and you will be entitled to continue accessing the applicable Paid Subscription Service until the end of your membership period.

If you violate this Agreement, we reserve the right to terminate your access to a Paid Subscription Service or any portion thereof at any time, without notice.

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

iHeartMedia 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

Any 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 iHeartMedia Site by writing:

IP Permission
Legal Department
iHeartMedia, Inc.
20880 Stone Oak Pkwy
San Antonio, TX 78258
By Facsimile: (210) 832-3149
By Email: IPPermission@iheartmedia.com

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 iHeartMedia Site and you cancel before the end of your membership period, we will not return any
portion of your membership fee provided that you will be entitled to continue accessing the applicable iHeartMedia Site until the end of your membership period.

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.

Service Contact

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

XXI. Contests/Sweepstakes

Any sweepstakes, contests, games and/or promotional offers accessible on this iHeartMedia Site are governed by specific rules and/or terms and conditions. By entering a sweepstakes or contests or participating in such games or promotional offers available on this iHeartMedia Site, you will be subject to those rules and/or terms and conditions. It is critical that you read the applicable rules and/or terms and conditions, which are linked from the particular page or activity. To the extent of any conflict between those rules and/or terms and conditions and these Terms, the rules and/or terms and conditions for the sweepstakes, game or promotional offer will govern, but only to the extent of the conflict. Any sweepstakes, contests, games and/or promotional offers made available or advertised on third party sites accessible from this iHeartMedia Site (such as those of social media partners like Facebook and Twitter), in addition to being subject to the specific rules and/or terms and conditions applicable to your participation in such feature(s) on this iHeartMedia Site, will also be subject to the rules and/or terms and conditions applicable to your participation in such feature(s) on those third party sites.

XXII. General

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 iHeartMedia 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 iHeartMedia with respect to the use of this iHeartMedia Site and shall not be modified except in writing, signed by an authorized representative of iHeartMedia.

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

Legal Department  
ATTN: iHeartMedia Sites Terms of Use  
iHeartMedia, Inc.  
20880 Stone Oak Pkwy  
San Antonio, TX 78258

XXIII. Copyright & Trademark Notice

Use of Intellectual Property

The iHeartMedia 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, iHeartMedia 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 iHeartMedia or by other parties that have provided rights thereto to iHeartMedia.

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

Other trademarks, service marks, product names and company names or logos appearing on this iHeartMedia Site that are not owned by iHeartMedia 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 iHeartMedia Site, or frame this iHeartMedia Site, or any web page or material herein, nor may any entity include a link to any aspect of this iHeartMedia Site in an email for commercial purposes, without the express written permission of iHeartMedia. Further, unless otherwise expressly permitted, you agree not to link to iHeartMedia’s Intellectual Property so as to cause you or anyone else to access iHeartMedia’s Intellectual Property other than through this iHeartMedia Site.

You may inquire about obtaining permission by writing:

IP Permission  
Legal Department  
iHeartMedia, Inc.
Copyright Infringement

iHeartMedia 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 iHeartMedia Site, you are granting permission to have this material posted on this iHeartMedia 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. iHeartMedia reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights iHeartMedia 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:
DMCA Designated Agent
c/o Legal Department
iHeartMedia, Inc.
20880 Stone Oak Pkwy
San Antonio, TX 78258
By Facsimile: (210) 832-3149
By Email: dmca@iheartmedia.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 iHeartMedia to locate the material.

(iv) Information reasonably sufficient to permit iHeartMedia 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 February 13, 2020