

Terms and Conditions

Agreement between user and <http://www.wkitfm.com>

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<http://www.wkitfm.com> is a News and Information Site. This is the website of 100.3 WKIT-FM a Rock Lobster Radio radio station. The primary purpose for this site is for entertainment and information on station happenings for our listeners. We will also run contest periodically on this website and may have offers from customers of Rock Lobster Radio.

Privacy

Your use of <http://www.wkitfm.com> is subject to Rock Lobster Radio's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting <http://www.wkitfm.com> or sending emails to Rock Lobster Radio constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

Rock Lobster Radio does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use <http://www.wkitfm.com> only with permission of a parent or guardian.

Links to third party sites/Third party services

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Rock Lobster Radio content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or

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written
permission of Rock Lobster Radio and the copyright owner. You agree that you do not
acquire any
ownership rights in any protected content. We do not grant you any licenses,
express or implied,
to the intellectual property of Rock Lobster Radio or our licensors except as
expressly authorized by these
Terms.

Use of communication services

The Site may contain bulletin board services, chat areas, news groups, forums,
communities,
personal web pages, calendars, and/or other message or communication facilities
designed to
enable you to communicate with the public at large or with a group (collectively,
"Communication
Services"), you agree to use the Communication Services only to post, send and
receive messages
and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a
Communication Service,
you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal
rights (such as
rights of privacy and publicity) of others; publish, post, upload, distribute or
disseminate any
inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful
topic, name, material
or information; upload files that contain software or other material protected by
intellectual
property laws (or by rights of privacy of publicity) unless you own or control the
rights thereto or
have received all necessary consents; upload files that contain viruses, corrupted
files, or any other
similar software or programs that may damage the operation of another's computer;
advertise or
offer to sell or buy any goods or services for any business purpose, unless such
Communication
Service specifically allows such messages; conduct or forward surveys, contests,
pyramid schemes
or chain letters; download any file posted by another user of a Communication
Service that you
know, or reasonably should know, cannot be legally distributed in such manner;
falsify or delete
any author attributions, legal or other proper notices or proprietary designations
or labels of the
origin or source of software or other material contained in a file that is
uploaded, restrict or inhibit

any other user from using and enjoying the Communication Services; violate any code
of conduct
or other guidelines which may be applicable for any particular Communication
Service; harvest or

otherwise collect information about others, including e-mail addresses, without their consent;
violate any applicable laws or regulations.
or other guidelines which may be applicable for any particular Communication Service; harvest or
otherwise collect information about others, including e-mail addresses, without their consent;
violate any applicable laws or regulations.

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and to publish
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Third Party Accounts

You will be able to connect your Rock Lobster Radio account to third party accounts. By connecting your Rock Lobster Radio account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.
Rock Lobster Radio account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by Rock Lobster Radio from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Rock Lobster Radio Content accessed through <http://www.wkitfm.com> in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Rock Lobster Radio, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your

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Termination/access restriction

Rock Lobster Radio reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Maine and you hereby consent to the exclusive jurisdiction and venue of courts in Maine in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Rock Lobster Radio as a result of this agreement or use of the Site. Rock Lobster Radio's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Rock Lobster Radio's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Rock Lobster Radio with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Rock Lobster Radio with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Rock Lobster Radio with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Rock Lobster Radio reserves the right, in its sole discretion, to change the Terms under which

<http://www.wkitfm.com> is offered. The most current version of the Terms will supersede all previous versions. Rock Lobster Radio encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Rock Lobster Radio welcomes your questions or comments regarding the Terms:

WKIT
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Bangor, Maine 04401

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accounts@wkitfm.com

Telephone number:
207-990-2800

Effective as of April 15, 2025