

Terms and Conditions

Please read this Web Services user Agreement (Terms) carefully before using the Web Services (defined below). By accessing and/or using the Web Services, you agree to these Terms. **PLEASE DO NOT USE THE WEB SERVICES IF YOU DO NOT AGREE WITH THESE TERMS.**

IMPORTANT NOTICE: These Terms contain certain disclaimers and limitations on our liability, and a binding arbitration clause and class action waiver, which waives your right to sue in court or seek a jury trial for disputes relating to your use of the Web Services, and which waives your right to participate in any class action lawsuit to enforce this contract. These provisions are found in Sections 10 & 11 below.

In these Terms, Citadel Communications Group Corp, (CTS) and its subsidiaries and affiliates may be referred to collectively, as Citadel, we, us or our. These Terms constitute a contractual agreement between you (you or your) and us regarding your use of the services covered by these Terms (Web Services). This Web Services Terms of Use applies for Citadel and any Company brand that operates properties franchised or managed by Citadel, including, but not limited to the following: Citadel Communications, Citadel, CTS, Chino's Teletext Services.

The Web Services include our websites, mobile websites, and other Internet enabled or wireless means by which we provide content to you or receive content from you, including without limitation, downloadable or preloaded software applications (including, without limitation, desktop, mobile and tablet applications, content and blog submission services, chat rooms, message boards, text/SMS messaging, email messaging, alert products and delivery of our content to you at your request). You should print a copy of these Terms for your records.

These Terms only apply to provision of, use of and your conduct in relation to the Web Services. They do not apply to any memberships, products, services or other items made available through the Web Services. These are governed by their own Terms and Conditions. Please read these terms carefully and make sure that you understand them before continuing with your use of the Web Services. If you do not agree to such terms, please do not use the Web Services to access or memberships, products or services

These Terms take effect (or re-take effect) at the earlier of: (i) your electronic acceptance of these Terms on the Web Services; or (ii) moment You first access, use, and/or log into the Web Services. These Terms terminate automatically if you fail to comply with any provision hereof, subject to the survival rights of certain provisions identified below. You may also terminate these Terms at any time by ceasing to use the Web Services, but each login, registration, re-access, or other renewed use of the Web Services will reapply the Terms to you.

We reserve the right at any time and on any grounds, including without limitation any reasonable belief of fraudulent or unlawful activity, to deny or suspend your access to the Web Services or to any portion thereof in order to protect our and the Web Services' name and goodwill, business, the security and stability of the Web Services, and/or the rights of others. Upon termination or expiration of these Terms for any reason, all licenses granted by Citadel hereunder shall immediately terminate, and you must immediately cease all use of the Web Services. The provisions of these Terms concerning Citadel's proprietary rights, licenses to Submissions (defined below), disclaimers of warranty and liability, limitations of liability, waiver and severability, entire agreement, indemnification rights, arbitration, injunctive relief, and governing law will survive the termination of these Terms for any reason.

1. CHANGES TO THE TERMS OF USE AND/OR WEB SERVICES

Please note that we reserve the right to change the terms and conditions of these Terms by posting a revised set of terms, or mailing and/or emailing notice thereof to you (or such other method as may be required by applicable law). However, any changes to the Arbitration and Governing Law sections will not apply to any disputes for which the parties have actual notice on or before the date the change is posted. In addition, we may add, modify, or delete any aspect, component, or feature of the Web Services, but we are not under any obligation to provide any upgrade, enhancement, or modification. Your continued use of the Web Services following any announced change to these Terms will be deemed as conclusive acceptance of any change to the Terms. Accordingly, please review the Terms on a periodic basis.

From time to time, we may restrict access to the Web Services or any portion thereof, to users, including registered users, consistent with applicable law and any additional terms governing the particular Web Service.

2. PRIVACY

You understand, acknowledge, and agree that the operation of certain features of the Web Services may require or involve the provision, use, and dissemination of various items of personally identifiable information, including without limitation personal contact information. By using any of the Web Services, you hereby agree to the terms of our Privacy Notice.

3. PURCHASES MADE VIA THE WEB SERVICES; OTHER TERMS AND CONDITIONS

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Web Services, including bookings, rewards programs or other similar features, all of which terms are made a part of these Terms by this reference. You agree to abide by

such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms and the terms posted for or applicable to a specific portion of the Web Services or for any service offered on or through the Web Services, the latter terms shall control with respect to your use of that portion or the specific service.

For purchases made through the Web Services, the applicable fees (and any applicable discounts, if available), license or subscription period, renewal opportunities, and permitted payment methods will be specified on the Web Services at the time of order. We may request further information from you in order to confirm the order and method of payment. We reserve the right to terminate or suspend access to the Web Services or any related license, subscription, product, or service if you fail to pay any amounts when due. You shall reimburse us for all reasonable costs incurred (including reasonable attorney's fees) in collecting past-due amounts. Unless otherwise specified herein, all payment obligations with respect to amounts due to us in connection with the Web Services shall survive the termination or expiration of these Terms for any reason.

When making a purchase, you agree to pay using the payment methods indicated and grant authorization to us and/or our applicable third party payment-processor to charge your selected payment methods. We and/or the applicable third-party payment processor shall charge, and you shall be responsible for, all taxes, interest, tariffs, levies, or duties applicable to your payment, excluding taxes applied against our net income. You are responsible for: (a) the accuracy of all payment method information that you provide to us and/or third parties; and (b) maintaining the confidentiality and security of your account information, including without limitation with respect to payment methods. You should not disclose your payment information to anyone. If your account information is lost or stolen, anyone who obtains possession of either could utilize the payment methods associated with your account. You are responsible for all transactions on your account, including unauthorized transactions.

4. LINKS TO THIRD PARTY SITES

The Web Services may permit you to link to other web sites or applications that may or may not be affiliated with the Web Services and/or with us. These other linked web sites or applications, including, without limitation, those of our third-party content providers, advertisers, merchants, business partners, sponsors and/or licensors (collectively, Providers), may have different terms of use that are not the same as these Terms. Your access to and use of such linked third party web sites and applications, and any correspondence or transactions that you may enter thereon, are not governed by these Terms, but instead, are governed by the terms of use and policies of those web sites and applications. We provide links to third party websites and applications for your convenience and information only, and you use them at your own risk. Your use of any such third-

party web sites and applications is conditioned on your acceptance of all third-party terms applicable thereto, and you agree to abide by all such terms in connection with your use of the Web Services.

Except as otherwise specified in these Terms or pursuant to our express written consent, you may not provide or establish any links to, or framing or embedding of, our Web Services, which links, framing or embedding state or imply any sponsorship or endorsement of your web site, platform, brands, products or services by us.

Additionally, by using any feature, service, or functionality originating from the Web Services, you hereby acknowledge and consent that we may share information and data that you submit or upload to the Web Services with the applicable third-party provider as may be required to enable and facilitate the requested third-party product, service, or functionality, subject to our Privacy Notice.

WE EXPRESSLY DISCLAIM RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY MATERIALS, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE WEB SERVICES, AND YOU AGREE THAT WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF YOUR USE OF OR ACCESS TO SUCH THIRD-PARTY MATERIALS.

5. LICENSE GRANT, USE OF THE WEB SERVICES, & INTELLECTUAL PROPERTY RIGHTS

These Terms provide to you a personal, revocable, limited, non-exclusive, non-sublicensable, and non-transferable license to use and access the Web Services during the term specified herein solely for your personal, private, non-commercial, informational use, conditioned on your continued compliance with all provisions of these Terms (including without limitation any external terms linked or referenced herein). We control and (either ourselves and/or through our third-party host) operate the Web Services. All content available through the Web Services, including, but not limited to, text, images, illustrations, graphics, logos, digital downloads, data, software, headers, icons, scripts, audio clips, and video clips (Content), is our or our Providers' property, and is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide intellectual property laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The Content is owned and controlled by us or our affiliates, or by Providers that have licensed or otherwise made available their content or the right to market their products and/or services to us. Content made available through the Web Services is solely for your personal, non-commercial use, and may not

be used in any manner that is likely to cause confusion to our customers, other users of the Web Services, or the general public. You agree to abide by all additional copyright notices, information, or restrictions contained in any Content. You may download or make a single copy of any Content contained on the Web Services, solely for your personal, non-commercial use, consistent with these Terms, provided that you maintain all copyright and other notices contained in such Content.

Except as otherwise specified above or permitted as fair use under the Copyright Act, you may not copy, reproduce, duplicate, republish, upload, post, transmit, distribute, sell and/or exploit the Content in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of us or the Providers. You may request consent by faxing a request to our Legal Department at (760) 619-3408.

You may not use any registered or unregistered trademarks, service marks, copyrighted materials or other proprietary information or intellectual property appearing on the Web Services, including, but not limited to, any logos, images or characters, and also including any meta tags or similar code or hidden text or elements containing such information or property, without the express written consent of the owner of the mark or copyright. You may not frame any of our trademarks, service marks, copyrights, logos, images, text, or other proprietary information or intellectual property, or otherwise incorporate into another website or application any of the Content or other materials on the Web Services, without our express prior written consent. You may not deep link to any page or portion of the Web Services without our prior written consent.

6. USER'S RESPONSIBILITIES

The Web Services are not intended for use by children. By using the Web Services, you represent that you are at least eighteen (18) years of age or the legal age of majority in your jurisdiction (whichever is greater). Without limiting the foregoing, you acknowledge that the Web Services are not intended for use or access by any individual under the age of thirteen (13) years, and Citadel does not knowingly, willingly, or intentionally collect personal information from such individuals in any medium for any purpose.

You warrant and represent to us that you will not use the Web Services for any purpose that is unlawful, illegal or prohibited by these Terms, including, without limitation, the sending, posting, transmitting, displaying, distributing or knowingly receiving of or searching for any threatening, harassing, libelous, defamatory, obscene, scandalous, inflammatory, sexually oriented, pornographic, or profane material, content or images, or other images, content or messages that might be considered lewd, lascivious, excessively violent or otherwise offensive. If you violate any of these Terms, your permission to use the Web Services immediately terminates without the

necessity of any notice. We retain the right to deny access to anyone at our discretion for any legally permissible reason, including for violation of these Terms.

You are solely responsible for the content, accuracy and your use of your User Information, as defined herein, and we merely act as a passive conduit for your online publication of your User Information. As used in these Terms, User Information means any information or data that you submit to or through the Web Services and any information or data that is generated by the Web Services as a result of your use of or access to the Web Services, including, without limitation, the Login Information (defined below). Special rules and/or restrictions may apply to your personally identifiable information. For more information on these special rules and/or restrictions, please review our Privacy Notice.

You may be required to register an account to use the Web Services or certain features of the Web Services. In the event that you are provided with user identification numbers or codes, confirmation numbers, login credentials and/or passwords (as applicable) in the use of the Web Services (collectively, Login Information), you shall maintain such Login Information in confidence and you agree not to distribute or disclose the same to third parties. It is your responsibility to notify us if we need to change or discontinue any of your Login Information. It is also your responsibility to immediately notify us upon your knowledge or belief that such Login Information is, or may be, subject to a breach of confidentiality. We may suspend or terminate your access to the Web Services if we believe a breach of these Terms has occurred. We will not be liable for any loss or damage arising from your failure (whether intentional or unintentional) to comply with these obligations. By submitting the requested information to the registration form or similar process on the Web Services, you represent and warrant that the information you submit for registration is complete, true, accurate, and current in all respects. You must maintain and promptly update your submitted account information to ensure that such information is complete, true, accurate, and current. We reserve the right to suspend, terminate, or otherwise discontinue your account and/or pending registration if we have reasonable grounds to suspect that any information you have submitted is untrue, inaccurate, not current, or incomplete, or that your registration, account, or use of the Web Services is in violation of applicable law or these Terms.

You agree to provide true, accurate, current and complete User Information. If you provide any User Information that is untrue, inaccurate, not current or incomplete (or we have reasonable grounds to suspect that such User Information is untrue, inaccurate, not current or incomplete), we have the right to suspend or terminate your access and activity, and refuse any and all current or future use, of the Web Services. In addition, you are responsible for compliance with all applicable laws, rules, and regulations, including, but not limited to, all laws and regulations governing consumer protection, unfair competition, commercial electronic mail (email) and messages,

advertising, privacy, and data security with respect to your use of the Web Services. If you access the Web Services on behalf of any organization, your organization shall be bound to these Terms and be liable for any breach by you. You represent that you have all rights, power, and authority to agree to these Terms on behalf of your organization.

7. PROHIBITED ACTIVITIES

You are specifically prohibited from any use of the Web Services, and you agree not to use or permit others to use the Web Services, to do any of the following: (a) take any action that imposes an unreasonable or disproportionately large load on, or waste of valuable time for, the Web Services' infrastructure or resources, including, but not limited to, sending or promoting the distribution of spam, junk mail, chain letters, or other such unsolicited or unlawful mass e-mailing techniques, or use the Web Services in a manner which would could damage, disable, overburden, or impair the Web Services or interfere with any third party's authorized use of the Web Services; (b) disclose to, or share with, any unauthorized third parties, your Login Information for any unauthorized purpose, or otherwise allow or facilitate others to gain access to our information technology systems, environments, networks, files, data or accounts through the use of your Login Information; (c) access or attempt to access our information technology systems, environments, networks, files, data or accounts to which express authorization has not been obtained (including access to data not intended for you), or log into a server or account that you are not authorized to access; (d) attempt to decipher, decompile, disassemble, modify, remove or reverse engineer any of the software or HTML code comprising or in any way making up a part of the Web Services;(e) interfere with, disrupt, disable or damage (or attempt to interfere with, disrupt, disable or damage), in an unauthorized manner, the use or operation of the Web Services or our, our affiliated or related entities' or the Providers' systems, equipment or applications, or service to any user, host, or network, including by use of any programs, scripts, commands, viruses, worms, web bugs, harmful code, Trojan horses, other contaminants, or otherwise, which includes denial of service attacks, flooding of networks, deliberate attempts to overload a service or to burden excessively a service's resources, attempts to crash a host, and/or modifying or rerouting any Content or services provided via the Web Services; (f) attempt to circumvent or subvert system or network security (i.e., authentication) mechanisms, or probe the security of any system, network, or account, associated or used in conjunction with the Web Services; (g) upload, post, email or otherwise transmit any User Information, Content, or proprietary material that you do not have a right to transmit under these Terms, any law or other contractual or fiduciary relationships; (h) violate any applicable local, state, national or international law, or otherwise use or access the Web Services for any unlawful, fraudulent, deceptive, tortious, malicious, or otherwise harmful or injurious purpose; (i) use any robot, spider, intelligent agent, meta-searching or other automatic device, or manual process to search, monitor or copy the Web Services' pages, or the Content without our

prior written permission, provided that generally available third party web browsers such as Microsoft Internet Explorer® may be used without such permission; (j) use the Web Services to create any service, software, or documentation that performs substantially the same functionality as the Web Services; (k) encumber, sublicense, transfer, distribute, rent, lease, time-share or use the Web Services in any service bureau arrangement or otherwise for the benefit of any third party; and (l) remove, obscure, deface, or alter any proprietary rights notices on any element of the Web Services.

8. INFORMATION POSTED TO THE WEB SERVICES

With respect to all User Information you elect to post to publicly accessible areas of the Web Services, you agree that we have the right to use, reproduce, copy, modify, publish, distribute, create derivative works of, perform and display such User Information (in whole or part) on a worldwide basis, without notice or compensation to you, provided that such use is in accordance with the terms of our Privacy Notice.

You acknowledge and agree that we may preserve User Information and may also disclose User Information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any User Information violates the rights of third-parties; or (d) protect the rights, property, or personal safety of our business, employees, Providers, affiliated or related entities, users, and/or the public.

9. ELECTRONIC COMMUNICATIONS

When you visit the Web Services or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically, either by email or by posting notices on the Web Services. To the maximum extent permitted by law, you agree that all terms, notices, disclosures and other communications that we provide to you via such electronic means satisfy any legal requirement that such communications be in writing.

10. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

Disclaimer of Warranties.

The Web Services may contain technical inaccuracies or typographical errors or omissions in connection with information displayed on the Web Services, including without limitation rates, fees, or availability applicable to your transaction. We are not responsible for any typographical, photographic, technical or pricing (including without limitation mistaken hotel rates) errors listed on our Web Services. We reserve the right to make changes, corrections and/or improvements to

the Web Services, and to the products and programs described in such information, at any time without notice, including after confirmation of a reservation.

We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error, or from an attempt to circumvent Citadel or hotel policies, terms or conditions.

If you notice any errors or omissions in the information contained on the Web Services or other concerns, please report them to us for investigation.

THE MATERIALS AND INFORMATION PROVIDED ON THE WEB SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN WITH RESPECT TO THE WEB SERVICES, THE CONTENTS THEREOF, OR THEIR HYPERLINKS TO OTHER INTERNET RESOURCES. CITADEL DOES NOT REPRESENT OR WARRANT THAT THE WEB SERVICES WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS. CITADEL DOES NOT WARRANT THAT THE WEB SERVICES WILL MEET YOUR EXPECTATIONS, SPECIFICATIONS, OR REQUIREMENTS, OR THAT THE WEB SERVICES WILL BE FREE OF VIRUSES, MALWARE, OR ERRORS. CITADEL FURTHER EXPRESSLY DISCLAIMS ANY WARRANTY REGARDING THE LOSS OR CORRUPTION OF DATA OR CONTENT UPLOADED TO, STORED BY, OR TRANSMITTED BY THE WEB SERVICES, INCLUDING WITHOUT LIMITATION, ANY SUBMISSIONS (AS DEFINED IN SECTION 13 BELOW).

Additionally, the content and information contained in or made available through the Web Services (including but not limited to any Submission) cannot replace or substitute for the services of qualified professionals in any field, and nothing contained on the Web Services should be treated or construed as professional advice. You acknowledge that you are solely responsible and accountable for your decisions, actions, and results, and agree that Citadel shall not be held liable for any decisions made by you in reliance or with reference to any content or information that you access on the Web Services.

Limitation of Liability. IN NO EVENT SHALL CITADEL BE LIABLE HEREUNDER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STATUTORY LIABILITY OR OTHERWISE), FOR ANY: LOSS OR INACCURACY OF DATA, LOSS, OR INTERRUPTION OF USE, OR COST OF PROCURING

SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, REVENUES, PROFITS AND/OR GOODWILL, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE OR IF CITADEL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE INSUFFICIENCY OR FAILURE OF ANY REMEDY PROVIDED HEREIN.

Application. CERTAIN JURISDICTIONS AND LAWS MAY NOT PERMIT SOME OR ALL OF THE DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION. IN THE EVENT THAT SUCH A JURISDICTION OR LAW APPLIES TO THE SUBJECT MATTER OF THESE TERMS, THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Indemnification. You agree to indemnify, defend and hold harmless Citadel Communications Group Corp, its parents, subsidiaries, affiliates, officers, directors, members, managers, employees and agents (the Citadel Parties) from and against all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) resulting from (a) your violation of these Terms, (b) your infringement, misappropriation, or violation of any personal or proprietary rights of a third party, (c) your violation of applicable laws, rules, or regulations, and/or (d) your User Information and Submissions, including without limitation the quality, content, accuracy, legality, or effectiveness thereof, or any communications, transactions, or results arising therefrom. We reserve the right, at our own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with us in asserting any available defenses.

The foregoing disclaimer of warranties, excluded liability, and indemnification provisions shall apply to the fullest extent permitted by law.

11. DISPUTE RESOLUTION, ARBITRATION, MASS ARBITRATION, PROHIBITION OF CLASS ACTIONS

This section is deemed to be a written agreement to arbitrate pursuant to the Federal Arbitration Act, and you and Citadel each agree that this section is intended to satisfy the writing requirement of the Federal Arbitration Act.

THE FOLLOWING TERMS TO WHICH YOU ARE CONSENTING CONSIST OF A PRE-DISPUTE RESOLUTION PROCESS, BINDING ARBITRATION PROVISION, MASS ARBITRATION PROVISION, AND A CLASS-ACTION AND JURY TRIAL WAIVER.

To the fullest extent permitted by law, by using the Web Services, you and Citadel agree that if a dispute arises between you and the Citadel Parties relating in any way to the Web Services or your use thereof, including common law or statutory claims, the dispute will be resolved in accordance with the provisions set forth in this section. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL IMPACT HOW CLAIMS YOU AND CITADEL HAVE AGAINST EACH OTHER ARE RESOLVED. You and Citadel agree that any and all disputes or claims that have arisen or may arise between you and Citadel in connection with the Web Services, including any products or services offered or sold on the Web Services and your use of the Web Services, shall be resolved exclusively through confidential, final, and binding arbitration; provided that either party may file suit in court seeking to enjoin infringement, misappropriation, or misuse of its intellectual property rights. YOU ARE GIVING UP THE RIGHT TO LITIGATE A DISPUTE IN COURT BEFORE A JUDGE OR JURY.

PRE-ARBITRATION DISPUTE RESOLUTION: You and Citadel agree that whenever you or Citadel have a disagreement (Dispute) with the other arising out of, connected to, or in any way related to the Web Services that is subject to the arbitration provision herein, you and Citadel will first send a written notice to the other party (a **Demand**). You and Citadel agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Terms. You must send the Demand to the following address (the **Notice Address**): Citadel Communications Group Corp., Attn: Legal Department, PO Box 2088 Indio Ca 92202. Citadel must send the Demand to you via certified mail to the most recent address Citadel has on file for you (or by email if Citadel only has an email address for you on file). A Demand (1) shall seek to resolve a Dispute only on an individual basis; (2) shall state the full basis for the Dispute (including the details about the Dispute sufficient for the recipient to review and respond) and the date that the Dispute arose; (3) shall provide the individual claimant's full name, phone number, and email address to confirm their identity and to aid communication; and (4) shall be personally signed by the individual claimant or for Citadel by its authorized representative (and not only their counsel). Within twenty (20) business days of receipt of a Demand, the recipient may request an individualized video or telephone conference to attempt in good faith to resolve the Dispute which both you and Citadel will personally attend (with counsel, if represented). You and Citadel agree that you and Citadel will not take any legal action, including filing a lawsuit or demanding arbitration, until after the period to request a conference expires or, if a conference is requested, twenty (20) business days after the individualized conference is completed. Compliance with this informal dispute resolution procedure section is mandatory and a condition precedent to initiating any lawsuit or arbitration. This procedure is essential to providing each of us a

meaningful opportunity to resolve Disputes informally. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth above. A court of competent jurisdiction may enjoin the filing or prosecution of a lawsuit or arbitration if these requirements have not been met.

ARBITRATION PROCEDURE: If the Dispute stated in the Demand is not resolved to your or Citadel's satisfaction within ten (10) business days after the conference described above (or within ten (10) business days after the time when such a conference may be requested if no conference has been requested), and you intend on taking legal action, you agree that you will file a demand for arbitration with JAMS. The arbitration will be conducted under JAMS's Comprehensive Rules & Procedures, including the JAMS's Consumer Rules (as applicable), as modified by this Agreement to Arbitrate. The JAMS's rules and a form for initiating arbitration proceedings are available on the JAMS's website. The arbitrator, and not any federal, state, provincial, territorial or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including, but not limited to, any claim that all or any part of these Terms is void or voidable, except that a court of competent jurisdiction may enjoin the filing or prosecution of an arbitration if the Pre-Arbitration Dispute Resolution requirements set forth above have not been met.

The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, either you or Citadel may elect to have the arbitration conducted by telephone and/or video conference or based solely on written submissions, which election shall be binding on the other party subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone and/or video conference, unless the arbitrator requires otherwise. The arbitrator will decide the substance of all claims in accordance with the laws of the State of California, including recognized principles of equity, and will honor all claims of privilege recognized by law.

CLASS ACTION WAIVER: You and Citadel agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and Citadel agree otherwise or the Mass Arbitration provisions set forth below are triggered, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect any other person or

party. You and Citadel further agree that in the event this arbitration agreement is held to be unenforceable for any reason, the prohibitions on class and representative actions and non-individualized relief set forth in this paragraph are severable and shall apply to any claim between you and Citadel in any forum. YOU ARE GIVING UP THE RIGHT TO COMMENCE OR PARTICIPATE IN CLASS AND REPRESENTATIVE ACTIONS. The arbitrator's award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Payment of all filing, administration, and arbitrator fees will be governed by JAMS's rules.

Mass Arbitration:

If, at any time, 25 or more claimants (including you) submit Demands or seek to file demands for arbitration raising similar claims against Citadel, and such circumstances meet the definition and criteria of Mass Filings (**Mass Filing**) set forth in National Arbitration & Mediation's (**NAM**) Mass Filing Supplemental Dispute Resolution Rules and Procedures (**NAM's Mass Filing Rules**) you and Citadel agree that JAMS shall not serve as arbitrator and that instead NAM shall administer any Mass Filing claims and the NAM Mass Filing Rules in effect at the time such claim is filed shall apply as modified below. You agree that throughout this process, the parties' counsels shall meet and confer to discuss modifications to these procedures based on the particular needs of the Mass Filing. You acknowledge and agree that your election to participate in a Mass Filing may result in a delay in the adjudication of your dispute with Citadel. Any applicable limitations periods and filing fee deadlines will be tolled while the parties engage in the process set forth below.

Stage One: Counsel for the claimants and counsel for Citadel shall each select 15 claims per side (30 claims total) to be filed and to proceed in individual arbitrations as part of a staged process. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this initial set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and Citadel will pay the mediator's fee.

Stage Two: If the remaining claims are not resolved at this time, counsel for the claimants and counsel for Citadel shall each select 20 claims per side (40 claims total) to be filed and to proceed in individual arbitrations as part of a second staged process, subject to any procedural changes the parties agreed to in writing. Each of these individual arbitrations shall be assigned to a different, single arbitrator unless the parties agree otherwise in writing. Any remaining claims shall not be filed or be deemed filed in arbitration, nor shall any arbitration fees be assessed in connection with

those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After this second set of staged proceedings is completed, the parties shall promptly engage in a global mediation session of all remaining claims with a retired federal or state court judge and Citadel will pay the mediator's fee.

If your Claim is not resolved as part of the staged process identified above, either:

Option One: You and we may separately or by agreement, opt out of arbitration and elect to have your Claim heard in court consistent with these Terms. You may opt out of arbitration by sending us your individual, personally signed notice of your intention to opt out by certified mail addressed to the Notice Address. Such an opt-out notice must include a statement, personally signed by you, that you wish to opt out of arbitration within 30 days after the conclusion of Stage Two or the elective mediation associated with Stage Two. We may opt your Claim out of arbitration by sending an individual, personally signed notice of our intention to opt out to your counsel within 14 days after the expiration of your 30-day opt out period. Counsels for the parties may agree to adjust these deadlines.

OR

Option Two: If neither you nor we elect to have your Claim heard in court consistent with Option One, then you agree that your Claim will be resolved as part of continuing, staged individual arbitration proceedings as set forth below. Assuming the number of remaining claims exceeds 100, then 100 claims shall be randomly selected (or selected through a process agreed to by counsels for the parties) to be filed and to proceed in individual arbitrations as part of a staged process. If the number of remaining claims is fewer than 100, then all of those claims will be filed and proceed in individual arbitrations. Any remaining claims will not be filed or be deemed filed in arbitration, nor will any arbitration fees be assessed in connection with those claims unless and until they are selected to be filed in individual arbitration proceedings as part of a staged process. After each set of 100 claims are adjudicated, settled, withdrawn, or otherwise resolved, this process shall repeat consistent with these parameters. Counsels for the parties are encouraged to meet and confer, participate in mediation, and engage with each other and with NAM (including through a Procedural Arbitrator, as such term is used in the NAM Rules) to explore ways to streamline the adjudication of claims, increase the number of claims to proceed at any given time, promote efficiencies, conserve resources, and resolve the remaining claims.

A court of competent jurisdiction shall have the authority to enforce these Mass Filing provisions and, if necessary, to enjoin the mass filing, prosecution, or administration of arbitrations and the assessment of arbitration fees. If these additional procedures apply to your Claim, and a court of

competent jurisdiction determines that they are not enforceable as to your Claim, then your Claim will proceed in a court of competent jurisdiction consistent with these Terms.

You and we agree that each party values the integrity and efficiency of arbitration and wishes to employ the process for the fair resolution of genuine and sincere disputes between the parties. You and we acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Mass Filing procedures have been reasonably designed to result in an efficient and fair adjudication of such cases. If any part of this Mass Arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the NAM rules, then the balance of this Mass Arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision was not contained herein unless the lack of such provision would lead this Mass Arbitration provision to fail of its essential purpose. If the staging process of this Mass Arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the NAM rules, then the remaining claims shall be subject to Option One or Option Two above as selected by you or Citadel. If the Mass Filing provisions apply to your claim, and a court of competent jurisdiction determines that the Mass Filing provisions are not enforceable as to your claim, then your claim will proceed in a court of competent jurisdiction on an individual basis (not a class or consolidated basis).

12. GOVERNING LAW

We operate the Web Services from our offices within the State of California, USA (which may be subject to change from time-to-time in our sole discretion). By accessing the Web Services, you agree that these Terms and your use of the Web Services shall be governed in all respect by the internal substantive laws of the State of California, without regard to any conflict of laws provisions, and shall not be governed by the United Nations Convention on the International Sale of Goods. Those who choose to access the Web Services can do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which you reside.

13. MESSAGE BOARDS

In the event that we provide message boards, web logs or blogs, or discussion forums on the Web Services (the Forums), you agree to use the Forums only for personal purposes in a noncommercial manner. The Forums may permit you to upload, post, display, transmit, or otherwise provide certain information, text, video, audio, or audiovisual content, files, or other materials (each such action on the Forums, a Submission) to the Forums. You shall not, without our express approval,

distribute or otherwise publish any Submissions containing any solicitation of funds, advertising, or written solicitation for goods and services. Without limiting any term or condition set forth on or in connection with a specific Forum, You hereby grant to Citadel a royalty-free, fully transferable, fully sublicensable license to use, display, copy, perform, reproduce, modify, record, distribute, and create derivative works of Submissions in connection with: (i) Citadel's operation of the Web Services and its features and functionalities; (ii) Citadel's development, promotion, and implementation of its programs, events, and content; and (iii) Citadel's research and development or its goods and services. In addition, by uploading, posting, displaying, transmitting, or otherwise providing a Submission, you represent and warrant that: (i) you possess all legal rights required to upload, post, display, and/or transmit each Submission and permit Citadel to use such Submission as set forth herein (including without limitation any necessary third-party license rights or required consents under applicable law); (ii) each Submission is in full compliance with all applicable laws and regulations; and (iii) your Submission is your original work of authorship. While we do not and cannot review every message posted by you or any other user in the Forums, and although we are not responsible for these messages, we reserve the right (but not the obligation) to delete, move, or edit Submissions that we, in our sole discretion, deem abusive, defamatory, obscene, in violation of privacy, copyright or trademark laws, in violation of these Terms, or otherwise unacceptable. We do not endorse any Submissions posted on the Web Services.

In addition, you agree that you will not upload, post, display, or transmit any Submission(s) that:

- a) Is illegal, defamatory, deceptive, fraudulent, discriminatory, tortious, obscene, pornographic, or otherwise objectionable;
- b) Infringe, misappropriate, or otherwise violate the personal or proprietary rights of others;
- c) Contain any virus, malware, worm, Trojan horse, disabling device, or any other harmful or malicious script, code, or tool;
- d) Impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity;
- e) Is an unsolicited communication, promotion, or advertisement, or spam;
- f) Harms, harasses, threatens, or violate the rights of any third party, or promotes, provokes, or incites violence; or
- g) Constitutes false advertising, false endorsement, or is otherwise false, misleading, or likely to cause consumer confusion.

You agree that you must evaluate, and bear all risks associated with, the use of any messages or other Submissions posted by other users of the Web Services.

Digital Millennium Copyright Act Notice and Procedure for Making Claims of Copyright Infringement. If you believe that your work has been copied and posted on the Web Services, including the Forums, in a way that constitutes copyright infringement, please provide our Agent for Notification of Claims of Copyright Infringement the information specified below.

- A description of the copyrighted work that you claim has been infringed;
- A description of where the material that you claim is infringing is located on the Web Services;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

Written notification containing the information set forth above must be submitted to the following Agent for Notice of Claims of Copyright Infringement:

Citadel Communications Group Corp

PO BOX 2088 Indio, Ca 92202

Telephone Number of Designated Agent: (760) 666-1122

Facsimile Number of Designated Agent: (760) 619-3408

E-mail Address of Designated Agent: citadelcomm@gmail.com

We also reserve the right to terminate user accounts that are the subject of fewer than three (3) DMCA notices in appropriate circumstances, such as where the user has a history of violating or willfully disregarding the intellectual property rights of others, as determined in our discretion.

14. LOCATION-BASED SERVICES

Your device may be location-enabled, meaning that the device is capable of accessing Content or services that make use of a user's location using location technology such as global positioning satellite (GPS), wireless network location, or other location technology. In the event the Web Services use a location-based API for real-time route guidance (including, but not limited to, third-party turn-by-turn route guidance and other routing that is enabled through the use of a sensor), **YOUR USE OF ANY SUCH REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.**

15. MOBILE USAGE

The Web Services offer various tools or display functionality that may be accessible via your mobile phone or other mobile computing device. Please note that your mobile carrier's normal messaging, data, and other rates and fees will apply to your use of the Web Services. In addition, downloading, installing, or using the Web Services on your mobile device may be prohibited or restricted by your mobile carrier, and not all functionality on the Web Services will work with all carriers or devices or in all locations. Therefore, you are solely responsible for: (i) checking with your mobile carrier to determine if the Web Services are available for your mobile devices; (ii) the restrictions, if any, that may be applicable to your use of the Web Services; and (iii) determining and keeping track of the network and data fees or similar charges associated with such use.

Apple Inc. By accessing the Web Services through a device made or marketed by Apple, Inc. (Apple), you specifically acknowledge and agree that: (i) these Terms are between us and you; Apple is not a party to these Terms; (ii) Apple and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of this Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you; (iii) the license granted to you hereunder is limited to a non-transferable right to use the Web Services on the Apple device(s) authorized by Apple that you own or control and as permitted by the Usage Rules set forth in Apple's App Store Terms of Service; (iv) Apple has no obligation whatsoever in connection with the functionality or content of the Web Services, or to furnish any maintenance or support services with respect to the Web Services; (v) in the event of any failure of the Web Services to conform to any applicable warranty, you may notify Apple, and Apple may refund the amount you paid for the Web Services, if any (to the maximum amount permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Web Services); (vi) Apple is not responsible for addressing any claims by you or a third party relating to the Web Services or your possession and/or use of the Web Services, including, without limitation, (a) product liability claims; (b) any claim that the Web Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (vii) in the event of any third party claim that the Web Services or your possession and use of the Web Services infringes such third party's intellectual property rights, Apple is not responsible for the investigation, defense, settlement and/or discharge of such claim; (viii) you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist supporting country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties; and (ix) you further represent and warrant that, to the extent your use of the Web Services requires your compliance with third-party terms and conditions, you shall comply with such third-party terms and conditions at all times during your use of the Web Services.

Google, Inc. By accessing the Web Services through a device made or marketed by Google, Inc. (Google), you specifically acknowledge and agree that: (i) these Terms are between us and you; Google is not a party to these Terms; (ii) Google and its subsidiaries are third party beneficiaries of these Terms and upon your acceptance of the terms and conditions of these Terms, Google will have the right (and will be deemed to have accepted the right) to enforce these Terms against you; (iii) the license granted to you hereunder is limited to a non-transferable right to use the Web Services on the Google device(s) authorized by Google that you own or control and as permitted by the Google Android Market Terms of Service; (iv) Google has no obligation whatsoever in connection with the functionality or content of the Web Services, or to furnish any maintenance or support services with respect to the Web Services; (v) in the event of any failure of the services to conform to any applicable warranty, you may notify Google, and Google may refund the amount you paid for the services, if any (to the maximum amount permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the Web Services); (vi) Google is not responsible for addressing any claims by you or a third party relating to the Web Services or your possession and/or use of the Web Services, including, without limitation (a) product liability claims; (b) any claim that the Web Services fail to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (vii) in the event of any third party claim that the Web Services or your possession and use of the Web Services infringes such third party's intellectual property rights, Google is not responsible for the investigation, defense, settlement and/or discharge of such claim; (viii) you represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist supporting country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties; and (ix) you further represent and warrant that, to the extent your use of the Web Services requires your compliance with third-party terms and conditions, you shall comply with such third-party terms and conditions at all times during your use of the Web Services.

16. OTHER GENERAL PROVISIONS

These Terms are for the benefit of each of us, our affiliated or related entities and the Providers, and each of our and their respective officers, directors, employees, affiliates, agents, or any person or entity involved in the creation, production, distribution and/or hosting of the Web Services. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its (or their own) behalf.

No Waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

Severability and Headings. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and the remaining provisions enforced. Headings are for reference purposes only.

Independent Contractors. You and we are dealing at arms' length, creating a commercial relationship. We are not your agent nor your fiduciary. Many of our hotel chains' hotels and facilities are independently owned and operated by independent franchisees and licensees. In such cases, these franchisees and licensees manage and operate the facilities, and they are the employers of all employees and contractors who work at the facilities. These franchisees and licensees are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by these Terms.

Entire Agreement. The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire agreement between us (including the Providers), our affiliated or related entities, and you relating to the subject matter hereof, and supersede any prior agreements or understandings not incorporated herein.

Contact Us. If you have any questions or concerns about the Web Services or these Terms, please contact us at:

Citadel Communications Group Corp

PO Box 2088 Indio Ca 92202

Security And Compliance. We reserve the right to view, monitor, and record your activity on the Web Services without notice or permission from you. Our provision of the Web Services is subject to existing laws and legal process, and nothing contained herein shall restrict or reduce our ability to comply with governmental, court, and law enforcement requests or requirements involving your use of the Web Services or information provided to or gathered by us with respect to such use.

Export Controls. You represent and warrant that you are not: (a) located in a country that is subject to a U.S. government embargo; or (b) listed on any U.S. government list of prohibited or restricted parties. You hereby agree that (i) you will comply with all applicable sanctions and export control laws, and (ii) you are solely responsible for ensuring that the Web Services are used, disclosed, and/or accessed only in accordance with all applicable sanctions and export control laws.

Injunctive Relief. You acknowledge that any breach, threatened or actual, of these Terms would cause irreparable injury to Citadel not readily quantifiable as money damages, such that Citadel would not have an adequate remedy at law. You therefore agree that we shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate

equitable relief from a court of competent jurisdiction restraining any such breach of your obligations, without the necessity of posting bond or other security.