

Ingress Audio LLC d/b/a Citadel FM

Terms and Conditions

IMPORTANT NOTICE: THIS TERMS OF USE AGREEMENT (“**AGREEMENT**”) CONTAINS A BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER. PLEASE READ IT CAREFULLY BECAUSE IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE BINDING INDIVIDUAL ARBITRATION SECTION BELOW.

Effective Date: This Agreement was last updated on April 20, 2022

This Agreement sets forth the standards of use for the www.citadelfm.com website (the “**Website**.” This Agreement is intended to apply broadly, and it governs any and all access and use of the Website, the information or content contained on the Website, and all aspects of the Service (defined below).

By using the Website, you (“**you**” or “**your**”) agree to this Agreement. If you do not agree to this Agreement, you may not use the Website.

THIS AGREEMENT SETS FORTH LEGALLY BINDING TERMS AND GOVERNS YOUR ACCESS TO AND ALL USE OF THE WEBSITE AND THE INFORMATION OR CONTENT CONTAINED ON THE WEBSITE, AND ANY OF THE SERVICES (DEFINED BELOW). BY ACCESSING OR USING THE WEBSITE AND/OR ANY SERVICE (DEFINED BELOW), YOU ARE ACCEPTING THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE AT LEAST 18 YEARS OLD, AND (3) YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE WEBSITE AND/OR THE INFORMATION OR CONTENT CONTAINED ON THE WEBSITE, AND/OR ANY SERVICE (DEFINED BELOW) IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THE WEBSITE AND/OR THE INFORMATION OR CONTENT CONTAINED ON THE WEBSITE, AND/OR ANY SERVICE (DEFINED BELOW).

Certain features of the Website may be subject to additional terms that will be provided on the Website in connection with such features. Any and all such additional terms are incorporated by reference into this Agreement. In the event of a conflict between the additional terms and any provision in this Agreement, the additional terms will prevail, but only with respect to the Website and/or any Service (defined below) to which the additional terms apply. Your continued use of the Website and/or the content or information contained on the Website, and/or any Service (defined below) is an acknowledgement and acceptance that neither Ingress Audio LLC d/b/a Citadel FM (“**Citadel**”), nor any of its past, present, or future affiliates or subsidiaries and their respective officers, directors, members, partners, owners, agents, management, controlling parties, entities under common control, vendors, service providers, attorneys, employees, or representatives (all of whom are third-party beneficiaries of the Agreement and are collectively referred to as the

“**Citadel Entities**”) are responsible for any acts or omissions related in any way to your use of the Website or any Service, hereinafter defined.

Citadel reserves the right, at any time, to modify, alter, or update this Agreement without prior notice. Modifications shall become effective immediately upon being posted in the Website. Your continued use of the Website and/or any Service, hereinafter defined, after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this Agreement may not be amended.

1. DESCRIPTION OF SERVICE

Through the Website, Citadel is providing you with information about “**Services**” offered including but not limited to:

- (a) the ability to review information associated with Citadel;
- (b) requests to enter into a services partnership with Citadel; and/or
- (c) requests to enter into an advertising contract with Citadel.

You must (1) provide all equipment necessary for accessing the Website, (2) provide for your access to the Internet to use the Website, and (3) pay any fees related to such Internet or equipment.

2. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE, THE INFORMATION OR CONTENT CONTAINED ON THE WEBSITE AND/OR ANY SERVICE IS AT YOUR SOLE RISK AND THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ANY CONTENT OR INFORMATION PROVIDED BY THE WEBSITE AND/OR ANY SERVICE ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND THE CITADEL ENTITIES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE WEBSITE, THE INFORMATION CONTAINED ON THE WEBSITE, AND/OR ANY SERVICE EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT. THE CITADEL ENTITIES DO NOT WARRANT THAT THE WEBSITE, ANY CONTENT PROVIDED BY THE WEBSITE, AND/OR ANY SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE WEBSITE AND/OR THE INFORMATION CONTAINED ON THE WEBSITE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CITADEL OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE CITADEL ENTITIES OR THROUGH THE WEBSITE, THE INFORMATION CONTAINED ON THE WEBSITE, AND/OR THE SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

THE FOREGOING EXCLUSIONS SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT OR YOUR USE OF THE WEBSITE, AND/OR THE INFORMATION AND CONTENT PROVIDED BY THE WEBSITE.

3. LIMITATION OF LIABILITY

YOU UNDERSTAND THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CITADEL ENTITIES SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, AND IN PARTICULAR THE CITADEL ENTITIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, OR LOSS OF USE, ARISING OUT OF OR RELATED TO THE WEBSITE OR THE INFORMATION CONTAINED ON THE WEBSITE, WHETHER SUCH DAMAGES ARISE IN CONTRACT, WARRANTY, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF THE CITADEL ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SOME OF THE ABOVE LIMITATIONS MAY BE INAPPLICABLE IN YOUR JURISDICTION.

4. INDEMNIFICATION

You agree to indemnify and hold the Citadel Entities harmless from any claims, demands, liabilities, damages, losses, and expenses, including, without limitation reasonable attorneys' fees and costs, made by any third party due to or arising out of or connected in any way with your use of the Website, the violation of this Agreement, using your equipment to access the Website, or infringement of any intellectual property or any other right of any person or entity. The indemnification obligations under this Section shall survive the termination or expiration of this Agreement or your use of the Website and/or any Service.

5. BINDING INDIVIDUAL ARBITRATION

PLEASE READ THIS SECTION CAREFULLY—IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Purpose:

This Binding Individual Arbitration Section governs all Disputes, hereinafter defined, between you and any Citadel Entity with respect to your use of the Website and/or the content contained on the Website, and/or your use of the Services. The term “**Disputes**” is to be given the broadest

possible meaning that will be enforced and means any dispute, claim, or controversy of any kind between you and any of the Citadel Entities that may arise out of or in any way relate to (1) your access to the Website ; (2) your use of the Website; (3) the provision of content and/or Services on or through the Website; and/or (4) this Agreement, including the validity, enforceability, or scope of this Binding Individual Arbitration Section (with the exception of the Class Action Waiver clause below), whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable theory. The term “Disputes” includes claims that arose or accrued before you assented to this Agreement. If you have a Dispute with any Citadel Entity that cannot be resolved through negotiation within the time frame described in the “Notice of Dispute” clause below, you and the Citadel Entity with which you have a Dispute agree to seek resolution of the Dispute only through arbitration of that Dispute in accordance with the terms of this Section, and you agree not to litigate any Dispute in court, except for those matters listed in the Exclusions from Arbitration clause. Arbitration means that the Dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.

Right to Opt-Out of Binding Arbitration and Class Action Waiver Within Thirty (30) Days:

You have the right to opt-out and not be bound by this arbitration provision by sending written notice of your decision to opt-out to Citadel at legal@citadelfm.com OR TO THE FOLLOWING ADDRESS:

18 Shipyard Drive
Suite 2A-50
Hingham, MA 02043

The written notice must be postmarked or emailed within thirty (30) days of the later of the date noted in the “Last Update to Section 5” or your initial login to the Website. Your written notification must include: (1) your name, (2) your physical postal address, and (3) a clear statement that you do not wish to resolve Disputes with any Citadel Entity through arbitration. Otherwise you shall be bound to arbitrate any Disputes, claims, or controversies in accordance with the terms of this Section. If you opt-out of this arbitration provision, the Citadel Entities also will not be bound by it. If you do not affirmatively elect to opt-out as described above, your use of the Website and/or any Service will be deemed to be your irrevocable acceptance of this Agreement and any changes/updates to this Section.

Notice of Dispute:

IF YOU HAVE A DISPUTE WITH ANY CITADEL ENTITY, YOU MUST FIRST SEND WRITTEN NOTICE OF THE NATURE OF THE DISPUTE TO CITADEL at legal@citadelfm.com or to the following address:

18 Shipyard Drive
Suite 2A-50
Hingham, MA 02043

TO GIVE THE CITADEL ENTITY WITH WHICH YOU HAVE A DISPUTE THE OPPORTUNITY TO RESOLVE THE DISPUTE INFORMALLY THROUGH NEGOTIATION. You agree to negotiate resolution of the Dispute in good faith for no less than sixty (60) days after you provide notice of the Dispute. If the Citadel Entity with which you have a Dispute does not resolve your Dispute within sixty (60) days from receipt of written notice of the Dispute, you or the Citadel Entity with which you have a Dispute may pursue your claim in arbitration pursuant to the terms in this Section.

Class Action Waiver:

PLEASE READ THIS SECTION CAREFULLY—IT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS. Any Disputes, claims, or controversies, whether in arbitration or court, will be conducted only on an individual basis and not on behalf of, or as part of, any purported class, consolidated, representative, or private attorney general proceeding. You further agree that you shall not participate in any class, consolidated, representative, or private attorney general proceeding (existing or future) brought by any third party involving a Dispute. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the Disputes, claims, or controversies will not be subject to arbitration and must be litigated. The terms of this provision will be binding on you, your heirs, successors, and assigns.

All parties shall bear their costs of any arbitration filing fees and arbitration fees for all claims. Parties are responsible for all other additional costs that they may incur in connection with the arbitration including, but not limited to, attorney's fees and expert witness costs unless Citadel is otherwise specifically required to pay such fees under applicable law. The decision of the arbitrator will be in writing and binding and conclusive on the Citadel Entities and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. Dispositive motions, including without limitation motions to dismiss and motions for summary judgment, will be allowed in the arbitration. The arbitrator must follow this Agreement and can award the same damages and relief as a court, including injunctive or other equitable relief and attorney's fees and expert witness costs. The Citadel Entities and you understand that, absent this mandatory arbitration provision, the Citadel Entities and you would have the right to sue in court and have a jury trial. The Citadel Entities and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

If your claim is solely for monetary relief of \$10,000 or less, and does not include a request for any type of equitable remedy, the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing.

Confidentiality of Arbitration Proceedings:

Arbitration proceedings conducted pursuant to this Section 5 shall be strictly confidential. *The fact that an arbitration exists or is proceeding, the nature of the Dispute, all documents exchanged in connection with the arbitration, all testimony (including transcripts of testimony, if any) that is given*

in the arbitration proceeding, and any arbitration award shall remain confidential. The only exceptions to this confidentiality provision are disclosures reasonably necessary to confirm or vacate an arbitration award, a judicial challenge to an arbitration award or its enforcement, or disclosure that is required by operation of law or court order; provided, however, that this Paragraph shall not prevent the disclosure of such information (1) as may be required to your legal and financial advisors and independent accountants; (2) as may be required to any Citadel Entity's (a) legal, financial, and other professional advisors, regulators, rating agencies, independent accountants, analysts, agents, and/or directors, (b) equity holders and/or affiliates and their respective officers, directors and legal, financial, and other professional advisors, and/or (c) existing or potential insurers or reinsurers, existing or potential investors, existing or potential lenders, or existing or potential purchasers; and/or (3) as otherwise required to comply with any applicable law or regulation.

Location of Arbitration:

You or the Citadel Entity with which you have a Dispute may initiate arbitration in Suffolk County, Massachusetts.

Severability:

If any clause within this Section (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that specific clause will be severed from this Section, and the remainder of this Section will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Section will be unenforceable, and the Dispute will be decided by a court AND YOU AND THE CITADEL ENTITY WITH WHICH YOU HAVE A DISPUTE EACH AGREE TO WAIVE IN THAT INSTANCE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY.

Continuation:

This Section shall survive any termination of this Agreement or the provision of any Service to you.

6. GOVERNING LAW AND JURISDICTION

THE PARTIES AGREE THAT THE LAWS OF THE STATE OF MASSACHUSETTS, WITHOUT REGARD TO ITS CONFLICT OF LAW RULES, GOVERN THIS AGREEMENT AND ANY DISPUTES BETWEEN YOU AND ANY CITADEL ENTITIES. ANY DISPUTE NOT SUBJECT TO ARBITRATION WILL BE LITIGATED EXCLUSIVELY BY EITHER PARTY IN A COURT OF COMPETENT JURISDICTION IN EITHER THE SUPERIOR COURT OF THE STATE OF MASSACHUSETTS IN AND FOR THE COUNTY OF SUFFOLK OR IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS.

7. MODIFICATIONS AND INTERRUPTION TO SERVICE

The Citadel Entities reserve the right to modify or discontinue the Website and/or any Service at any time, with or without notice to you. The Citadel Entities shall not be liable to you, or any third party, should any of the Citadel Entities exercise its right to modify or discontinue the Website and/or any Service. You acknowledge and accept that Citadel does not guarantee continuous, uninterrupted, or secure access to the Website and operation of the Website may be interfered with or adversely affected by numerous factors or circumstances outside of Citadel's control.

8. THIRD-PARTY SITES AND INFORMATION

The Website may include links to other mobile applications and sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge that the Citadel Entities are not responsible for the accuracy or availability of, or the content located on or through, or the security of any third-party mobile application or site. Links to such mobile applications and sites do not imply any endorsement, ownership, control, authorization, security, or sponsorship by any of the Citadel Entities of such mobile applications or sites, or the content, products, or services available from such mobile applications or sites. You acknowledge sole responsibility for and assume all risk arising from your use of any such mobile application or site. By using the Website and/or the Application(s), you expressly release the Citadel Entities from any and all liability arising from your use of any third-party mobile application or site. You should contact the provider, administrator, or webmaster for those third-party mobile applications and sites if you have any concerns regarding such links or the content located on or security of such mobile applications and/or sites. Your use of those third-party mobile applications and sites is subject to the terms of use and privacy policies of each mobile application and site, and we are not responsible therein. We encourage you to review carefully all of the privacy policies of any third-parties' mobile applications and sites to which you will be subject in accordance with their terms.

9. SECURITY AND PASSWORD

You are solely responsible for maintaining the confidentiality of your password and account. Please do not share your password or account information.

10. COMPLIANCE WITH LAWS

You assume all knowledge of applicable law and are responsible for compliance with any such laws. You may not use the Website or any Service in any way that violates applicable state, federal, or international laws, regulations, or other government requirements. You further agree

not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or international law or regulation.

11. COPYRIGHT AND TRADEMARK INFORMATION

All content included or available on the Website, including site design, text, graphics, interfaces, and the selection and arrangements thereof is © Copyright 2021 Citadel FM with all rights reserved, or is the property of Citadel and/or third parties protected by intellectual property rights. Any use of materials on the Website, including reproduction for purposes other than those noted above, including any modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of Citadel is strictly prohibited. You agree not to use any robot, spider, or other automatic device, or manual process to monitor or copy the Website and/or any content or information contained therein without prior written permission of an authorized officer of Citadel.

All other trademarks displayed in the Website, if any, are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those vendors. In addition, such use of trademarks or links to the sites of vendors is not intended to imply, directly or indirectly, that those vendors endorse or have any affiliation with Citadel.

12. OTHER TERMS

Except as otherwise stated herein, this Agreement constitutes the entire and exclusive understanding and agreement between you and Citadel regarding the Website and any Service and supersedes and replaces any and all prior oral and written understandings or agreements between you and Citadel regarding the Website and/or any Service. If any provision of this Agreement shall be unlawful, void, or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that this Agreement and any other agreements referenced herein may be assigned by Citadel in its sole discretion, to a third party in the event of a merger or acquisition. This Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between Citadel and you in relation to your participation as a user of the Website and/or any Service. You agree you may not use the Website and/or any Service without accepting this Agreement and that by accepting this Agreement, you are consenting to the use and disclosure of your personally identifiable information and other practices described in our [Privacy Policy](#).

To the extent specific states, countries, or jurisdictions have rules related to privacy and security and/or Terms of Use, these Terms and Conditions and the corresponding [Privacy Policy](#) are intended to comply fully therewith. To the extent a court of competent jurisdiction determines that these Terms and Conditions and/or the corresponding [Privacy Policy](#) do not conform therewith

these Terms and Conditions and the corresponding Privacy Policy should be deemed reformed to whatever extent necessary to comply therewith.