

Privacy Policy

KCWI's web site, provides a variety of online services. Because the success of this web site is dependent on building and maintaining goodwill with our customers, KCWI's web site is committed to implementing measures designed to protect the privacy of those using our services. Moreover, we see it as our responsibility to set examples and help establish the standards for privacy on the Internet.

Although we respect the privacy of all those who visit the KCWI's web site and use our online services, we do collect information from our KCWI's web site's members and visitors. This Privacy Policy governs your interaction with the KCWI's web site and your registration for and use of this station's online services. Except as set forth within this Privacy Policy and KCWI's web site's Terms of Service and/or other published guidelines, we do not release personally identifiable information about KCWI's web site's members and visitors without their permission.

Please note that we review these privacy practices from time to time, and that these practices are therefore subject to change. We ask that you periodically review this page to ensure continuing familiarity with the most current version of KCWI's web site's Privacy Policy. To contact us about privacy issues, to report a violation of KCWI's web site's Privacy Policy, or to raise any other issue regarding KCWI's web site, please e-mail us at yourstation@kcwi23.com.

The information we gather

We gather two types of information about KCWI's web site's users:

(1) **Non-personally identifiable information:** When visitors come to the KCWI's web site, we collect and aggregate information indicating, among other things, which pages were visited, the order in which they were visited and which hyperlinks were "clicked." Collecting such information involves the logging of IP addresses, operating system and browser software used by each visitor to KCWI's web site. Although such information is not personally identifiable, we can determine from the IP address a visitor's Internet Service Provider and the geographic location of his or her point of connectivity.

The non-personally identifiable information we collect helps us diagnose problems with our server, administer KCWI's web site,

identify the most popular areas of KCWI's web site and determine the effectiveness of our promotional activities. In addition, we may disclose some of this information to advertisers to inform them of the number of people who have seen and/or clicked through their advertisements.

For the same purposes, we use "cookies"---that is, small text files placed on your computer's hard drive---to help us determine the type of content and sites to which you link, the length of time you spend at any particular area of KCWI's web site and your usage of our services offered via KCWI's web site. Cookies also tell us which advertising you have seen on KCWI's web site. At certain times, we may use outside advertising companies to display advertisements on KCWI's web site that may contain cookies ("banner ads"). These banner ads collect information stored by the advertising company and we do not have access to this information.

Essentially, cookies are your identification cards for our computers, or servers, that placed them there. Cookies are only read by the server that placed them and are unable to execute any code or virus. Cookies allow us to serve you better and more efficiently and to personalize your experience at KCWI's web site. Nevertheless, you are able to control how and whether cookies will be accepted by your web browser. For more information on how to do so, please refer to the documentation accompanying your browser.

(2) Personally identifiable information: In certain areas of KCWI's web site, such as online surveys and contests, KCWI's web site may require that you provide personally identifiable information (including, for example, zip code, age, income and an e-mail address); KCWI has access to this information. In addition, when registering to set up an account to use certain services of KCWI's web site such as e-mail, chat rooms and forums, or to receive certain newsletters or specifically targeted information ("Services"), we do require that you provide a valid e-mail address.

We do not knowingly collect personally identifiable information from children (defined herein as minors younger than 13 years of age) without obtaining parental consent. Before registering for an account to use the Services of KCWI's web site, we ask that all minors have their parents read our Privacy Policy. Before and during the registration process, we encourage all minors to include a parent or guardian in the process.

We do not control the acts of KCWI's web site's members or visitors. All members and visitors should be aware that, when they disclose personally identifiable information in a bulletin board, chat room, guestbook or other forum, the information may be collected and used by others to send that person unsolicited e-mail from other parties outside KCWI's web site. In the event that you encounter any user on KCWI's web site who is improperly collecting or using information about you or other users, please contact yourstation@kcwi23.com.

How we use (and do not use) the information we gather

Please take some time to familiarize yourself with the different ways we use the information that we gather. Keep in mind that, while we encourage all third parties involved---including affiliates and advertisers---to adhere to our policies regarding the privacy of KCWI's web site's visitors and members and to otherwise handle personal information in a responsible manner, we cannot and do not assume any responsibility for any actions or omissions of third parties, including the manner in which they use information received either from us or independently. Nevertheless, in the event you encounter any third party associated with, or who claims association with us who you feel is improperly collecting or using information about you, please contact yourstation@kcwi23.com; we will be happy to forward your message to the third party.

(1) How we use (and do not use) non-personally identifiable information: We use non-personally identifiable information in aggregate form to build higher quality, more useful online services by performing statistical analyses of the collective characteristics and behavior of KCWI's web site's members and visitors, and by measuring demographics and interests regarding specific areas of KCWI's web site. We provide statistical information based on this data to advertisers, affiliates and other current and potential business partners. We also use the aggregate data to inform these third parties as to the number of people who have seen and clicked on links to their web sites.

KCWI's web site may contain links to other Internet web sites, including co-branded or other affiliated sites that may or may not be owned or operated by us. Unless otherwise explicitly stated, we are not responsible for the privacy practices or the content of such web sites, including such sites' use of any information (such as IP number, browser type or operating system) collected when visitors to the web site click through links to those sites. Even though such information

might not identify you personally, we strongly encourage you to become familiar with the privacy practices of those sites.

(2) How we use (and do not use) personally identifiable information: We provide notice to potential registrants of KCWI's web site whose personally identifiable information will be collected during the registration process. Such notice is provided simultaneously with your registration with this website; moreover, this Privacy Policy itself serves as notice that such information is collected under those circumstances. You may not "opt in" to the registration process if you wish to have access to Services and you may choose to "opt in" to receiving promotional materials from us and/or our affiliates, advertisers, or other business partners. If you "opt in" to receiving such promotional materials, we reserve the right to release any personally identifiable registration information regarding you to third parties who provide goods or services that we believe may be of interest to you. If you decide that you would like to discontinue receiving promotional information from such third parties, please contact those third parties directly, or contact us at yourstation@kcwi23.com.

We limit our own e-mail contact and solicitations to those customers who have "opted in" to receiving such communications. The solicitations are limited in that they, among other things, will clearly indicate the originator of the e-mail and provide the customer with a method of "opting out" of receiving future communications of a similar nature.

In addition, we sometimes use demographic data to decide which advertisements and sponsor messages to show to which members. As an example, if Sponsor XYZ wishes to display their advertising only to female members of this Web site, we use member registration data to ensure that Sponsor XYZ's ads are displayed only to female members.

Finally, we may use individual members' data to "pre-populate" forms, which are displayed for the purpose of collecting individual data by us and/or our sponsors. In no case does pre-populating a form transfer any data to any advertiser or third party. Only if the member voluntarily requests that such data be transferred will any transfer take place---for example, if/when a member clicks a "submit form" button or other button.

We reserve the right to release any and all information contained within our access logs concerning any visitor or member when that

visitor or member is in violation of our Terms of Service or other published guidelines, or partakes (or is reasonably suspected of partaking) in any illegal activity, even without a subpoena, warrant or other court order and to release such information in response to discovery requests, or in response to any circumstance which we, in our sole discretion, deem an emergency. We cooperate with law enforcement agencies in identifying those who may be using our servers or services for illegal activities. We also reserve the right to report any suspected illegal activity to law enforcement for investigation or prosecution.

If and when we sponsor promotions or sweepstakes, or third parties sponsor promotions or sweepstakes in conjunction with us, either we or the third party will post relevant privacy information in the official rules and/or registration area for the promotion or sweepstakes. That privacy information, to the extent it conflicts with this Privacy Policy, will govern that particular promotion or sweepstakes.

Security

All information gathered on the Web site is stored within a KCWI controlled database accessible only to us to protect the loss, misuse or alteration of the information under our control. However, as effective as any security measure implemented by us may be, no security system is impenetrable. We cannot guarantee the security of our database, nor can we guarantee that information you supply will not be intercepted while being transmitted to us over the Internet. Questions regarding this Privacy Policy should be directed to us at yourstation@kcwi23.com.

Changing/deleting personal information

If you would like to have your personally identifiable information changed or removed from our database, please delete your account using the delete process found under the help section in your profile, or contact us at yourstation@kcwi23.com, and we will use reasonable efforts to comply with your request. Keep in mind, however, that there will be residual information that will remain within our databases, access logs, and other records, which may or may not contain such personally identifiable information. The residual information will not be used for commercial purposes; however we reserve the right, from time to time, to re-contact former customers or users of KCWI's web site.

Third-Party Ad Serving

We use third-party advertising companies to serve ads when you visit KCWI's web site. These companies may use information (not including your name, address or telephone number) about your visits to this and other web sites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, please click here http://www.networkadvertising.org/optout_nonppii.asp.

Questions?

Questions regarding this Privacy Policy should be directed to us at yourstation@kcwi23.com.

Effective date: May 13, 2009

Terms Of Service

WELCOME! KCWI PROVIDES A VARIETY OF ONLINE SERVICES, FROM FREE NEWS AND WEATHER INFORMATION TO ENTERTAINMENT ON KCWI'S WEB SITE SUBJECT TO YOUR ACCEPTANCE AND COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW (THE "AGREEMENT").

BY ACCESSING OR USING KCWI'S WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCESS OR USE KCWI'S WEB SITE. PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:

As the web is an evolving medium, the terms of this Agreement may change from time to time. Please periodically review and become familiar with these terms. Your continued use of KCWI's web site after the posting of changes to these terms will signify your acceptance of these changes. KCWI may immediately terminate any individual's use of KCWI's web site and/or such user's password(s) or account(s) in the event user violates the terms of this Agreement or engages in conduct that KCWI, in its sole discretion, considers to be unacceptable. Such removal or termination may occur without notice to the user.

COPYRIGHT INFORMATION

© Copyright KCWI , All Rights Reserved.

Although KCWI's web site is freely accessible, by providing such assets, we do not intend to relinquish our respective rights, or any other party's rights, to the materials appearing on KCWI's web site. Unless otherwise noted, KCWI owns all materials, including images, illustrations, designs, icons, photographs, video clips and written and other materials that are part of KCWI's web site. The material on KCWI's web site is provided for private, non-commercial use only.

Reporting Copyright Infringement:

If you are a copyright owner or an agent thereof and believe any content or other information appearing on KCWI's web site infringes upon your copyrights, you may submit a notification of claimed

infringement under the Digital Millennium Copyright Act ("DMCA") containing the following information:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of a copyright interest 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 the infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address;
- (v) A statement that you have a good faith belief that the disputed use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notification is accurate, and made under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you consider any material appearing on the Web site to be objectionable and would like to report it, please send an e-mail to yourstation@kcwi23.com.

TRADEMARK NOTICE

KCWI's call sign is a trademark and service mark of KCWI. All other trademarks, service marks and logos used in KCWI's web site are the trademarks, service marks or logos of their respective owners. You may not use any trademark or service mark appearing on KCWI's web site without the prior written consent of the owner of the mark.

CODE OF CONDUCT

You agree not to engage in any of the following conduct. Such conduct is unacceptable and may result in termination of your use of KCWI's web site:

- Restricting or inhibiting any other user from using and enjoying KCWI's web site and services;
- Impersonating any person or entity or posting personally identifying information of any other person;
- Posting or transmitting any unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable or harmful information of any kind;
- Without the KCWI's prior written approval, posting or transmitting any advertisement, promotion or solicitation of goods or services for commercial purposes (including without limitation the solicitation of users of KCWI's web site to become users of other online services competitive with KCWI);
- Posting or transmitting any information or software that contains a virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- Posting or transmitting materials in violation of another party's copyright or intellectual property rights;
- Using KCWI's web site for any commercial or unlawful purposes, including "spamming"; or
- Modifying, adapting, sublicensing, translating, selling, reverse engineering, decompiling or disassembling any portion of KCWI's web site.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD KCWI AND ITS SPONSORS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS OR OTHER EXPENSES THAT ARISE DIRECTLY OR INDIRECTLY OUT OF OR FROM (A) YOUR BREACH OF THIS AGREEMENT, INCLUDING THE PROVISIONS RELATING TO CONTENT SUBMITTED BY YOU, (B) YOUR VIOLATION OF THE CODE OF CONDUCT ABOVE, AND/OR (C) YOUR ACTIVITIES IN CONNECTION WITH KCWI'S WEB SITE OR SITE-RELATED SERVICES.

By using KCWI's web site you are indicating that you agree to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, please do not enter KCWI's web site. If you are not yet 18 years old, a parent or guardian may agree to be bound by the terms of this Agreement on your behalf.

SUBMISSIONS

You may submit any text, images, data, or other materials ("Content") to KCWI's web site. In so doing, you acknowledge and agree that you grant to KCWI a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to:

- Link to, use, reproduce, transmit, modify, adapt, publish, display, perform, distribute, and translate such Content without notice, attribution or payment to you.
- Sublicense such Content (in whole or in part) and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material without notice, attribution or payment to you.

Further, by submitting Content to KCWI's web site, you acknowledge that you have the authority to grant such rights to KCWI and use of the Content by KCWI will not violate the rights of any third party. You further acknowledge that the burden of determining whether any Content posted or transmitted to KCWI's web site by you is protected by copyright or will otherwise violate the rights of any third party rests solely with you. Each of KCWI and its subsidiaries, licensees and third party content providers and licensors have the right to assert and enforce these provisions relating to the submission of Content directly or on its own behalf.

CONTESTS, SWEEPSTAKES, AND PROMOTIONS

You acknowledge that if and when KCWI sponsors contests, sweepstakes, or promotions ("Special Program"), or third parties sponsor a Special Program in conjunction with KCWI, either KCWI or the third party will post terms and conditions in the official rules and/or registration area for the Special Program that apply to the particular Special Program. Those terms and conditions, to the extent they conflict with this Agreement, will govern that particular Special Program.

PRIVACY

Personal information that KCWI's web site users provide in connection with purchases, contests, polls, chat rooms and forums or other usages of KCWI's web site or site-related services is collected by KCWI. Any such information will be treated as described in our Privacy Policy. To read our Privacy Policy, scroll to the bottom of this page and click "Privacy Statement." Users are discouraged from posting

personally identifying information about themselves on public areas of KCWI's web site, such as within classified advertisements, comments/reviews for display on KCWI's web site or other "user generated content" submitted for display on KCWI's web site or in any other communications with other users of KCWI's web site.

USE OF SECURE AREA AND PASSWORD

You are given access to any password-protected area of KCWI's web site when you are given permission and a password to enter such area. You may not distribute your password to others, but if you wish to authorize another individual to use your password, you must request permission from KCWI in writing, with the understanding that KCWI is under no obligation to approve any such request. You are responsible for all uses of your password and any and all damages to KCWI resulting from the distribution of your password, whether or not authorized by you.

CONTENT MONITORING

You acknowledge and agree that KCWI has the right, but not the responsibility, to monitor KCWI's web site and site-related services, including without limitation chat rooms and forums, and to disclose any information to any third party in order to operate KCWI's web site properly, to protect itself, its sponsors and KCWI's customers, and to comply with legal obligations or governmental requests, or to respond to any circumstance that KCWI deems to be an emergency. KCWI reserve the right to refuse to post or to remove any information or materials, in whole or in part, in the sole discretion of KCWI, that are unacceptable, offensive or in violation of this Agreement, in the sole determination of KCWI.

WARRANTY INFORMATION

KCWI'S WEB SITE, INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN IT OR ANY SITE-RELATED SERVICE, OR ANY PRODUCT OR SERVICE LICENSED OR PURCHASED THROUGH KCWI'S WEB SITE, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. YOU

ACKNOWLEDGE THAT ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY OF THE PRODUCTS OR SERVICES DESCRIBED HEREIN IS PROVIDED SOLELY BY THE OWNER, ADVERTISER OR MANUFACTURER OF THAT PRODUCT AND/OR SERVICE, AND NOT BY KCWI. YOU ALSO ACKNOWLEDGE THAT YOUR ACCESS TO KCWI'S WEB SITE AND/OR SITE-RELATED SERVICES MAY NOT BE UNINTERRUPTED, ERROR-FREE, OR SECURE. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF KCWI'S WEB SITE AND SITE-RELATED SERVICES.

KCWI, NOR OUR EMPLOYEES, AGENTS, SPONSORS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS ARE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO KCWI'S WEB SITE, SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN KCWI'S WEB SITE. YOU SPECIFICALLY ACKNOWLEDGE THAT KCWI IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOUR SOLE REMEDY FOR DISSATISFACTION WITH KCWI'S WEB SITE, SITE-RELATED SERVICES AND/OR CONTENT OR INFORMATION CONTAINED WITHIN KCWI'S WEB SITE IS TO STOP USING THE SITE AND/OR THOSE SERVICES.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Although KCWI attempts to ensure the integrity of KCWI's web site, a possibility exists that KCWI's web site could include inaccuracies or errors or unauthorized additions, deletions and alterations made by third parties to KCWI's web site. KCWI make no guarantees whatsoever as to its completeness, correctness, or accuracy. In the event that such an inaccuracy arises, please inform KCWI at yourstation@kcwi23.com so that it can be corrected.

In many instances, the content available through KCWI's web site represents the opinions and judgments of the respective information provider, web site user or member, or other user not under contract with KCWI. KCWI neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on KCWI's web site by anyone other than authorized KCWI employee spokespersons

while acting in their official capacities. Under no circumstances will KCWI be liable for any loss or damage caused by your reliance on information obtained through KCWI's web site. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through KCWI's web site.

LINKS TO OTHER WEB SITES AND SERVICES

To the extent KCWI's web site contains links to outside services and resources ("Linked Sites"), KCWI neither endorse nor are affiliated with the Linked Sites and are not responsible for any content that appears on the Linked Sites. You are encouraged to review any privacy policy or terms of service posted on the Linked Sites. The respective owners of the Linked Sites neither endorse nor are affiliated with KCWI and its sponsors.

PARENTAL CONTROL PROVISIONS

Pursuant to 47 U.S.C. Section 230(d), as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the web sites of the Electronic Frontier Foundation: <http://www.eff.org> and America Links Up: <http://www.netparents.org>.

VOID WHERE PROHIBITED

Although KCWI's web site is accessible worldwide, not all products or services discussed or referenced in or on KCWI's web site are available to all persons or in all geographic locations or jurisdictions. KCWI reserves the right to limit the availability of KCWI's web site and/or the provision of any product or service to any person, geographic area or jurisdiction it so desires, in our sole discretion, and to limit the quantities of any such product or service that it provides. Any offer for any product or service made in KCWI's web site is void where prohibited.

RESTRICTED RIGHTS LEGEND

Use, duplication or disclosure by the Government is subject to the restriction as set forth in the Technical Data and Computer Software Clause in DFARS 227.7202 and FAR 12.212, as applicable.

MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and any and all prior or contemporaneous written or oral agreements existing between the parties hereto are expressly canceled. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption, or paragraph title contained in this Agreement is inserted only as a matter of convenience and in no way defines or explains any paragraph or provision hereof.

KCWI may at any time change KCWI's web site, including eliminating or discontinuing any content or feature of KCWI's web site, restricting its availability or limiting the amount of use permitted. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting on KCWI's web site, or by electronic mail, or by conventional mail. Your use of KCWI's web site after such notice shall be deemed to constitute your acceptance of such changes, modifications, additions or deletions.