

Quick Guide to Contents

- I. [MOBILE DEVICES](#)
- II. [CHANGES TO THIS AGREEMENT](#)
- III. [PRIVACY AND PROTECTION OF PERSONAL INFORMATION](#)
- IV. [ACCOUNTS, SECURITY](#)
- V. [USER CODE OF CONDUCT](#)
- VI. [FEES](#)
- VII. [DISCLAIMER OF WARRANTIES](#)
- VIII. [EXCEPTIONS](#)
- IX. [LIMITATIONS ON LIABILITY](#)
- X. [INDEMNIFICATION](#)
- XI. [MODIFICATION/TERMINATION BY HIT PREDICTOR](#)
- XII. [LINKS](#)
- XIII. [SOFTWARE AND DOWNLOADS AVAILABLE THROUGH THIS SITE](#)
- XIV. [INTERNATIONAL USE/U.S. EXPORT CONTROLS](#)
- XV. [THIRD-PARTY MERCHANTS](#)
- XVI. [ADVERTISEMENTS, SPONSORSHIPS, CO-PROMOTIONS AND OTHER PARTNERSHIPS](#)
- XVII. [EVENTS](#)
- XVIII. [INTERACTIVE SERVICES AND USER MATERIALS](#)
- XIX. [SUBSCRIPTION SERVICES](#)
- XX. [PREMIUM SERVICES](#)
- XXI. [CONTESTS/SWEEPSTAKES](#)
- XXII. [GENERAL](#)
- XXIII. [COPYRIGHT AND TRADEMARK NOTICE](#)

This site or application is owned or managed by iHeartMedia, Inc. d/b/a HIT PREDICTOR ("HIT PREDICTOR", and the site or application, the "HIT PREDICTOR Site").

HIT PREDICTOR provides this HIT PREDICTOR Site and related services for your business-related use only and subject to your compliance with this Terms of Use Agreement (the "Agreement").

Please read this Agreement carefully before using this HIT PREDICTOR Site. Your use of this HIT PREDICTOR Site constitutes your acceptance to be bound by this Agreement without limitation, qualification or change. If at any time you do not accept all the terms and conditions of this Agreement, you must immediately discontinue use of this HIT PREDICTOR Site. This Agreement sets forth HIT PREDICTOR policies with respect to its operation of the HIT PREDICTOR Site. Other policies govern HIT PREDICTOR non-Internet operations.

Certain products or services offered by this HIT PREDICTOR Site (each a "HIT PREDICTOR Internet Service," and collectively "HIT PREDICTOR Internet Services"), and certain areas within this HIT PREDICTOR Site, may be governed by additional terms and/or additional agreements presented in conjunction with those products or services ("Additional Terms"). You must agree to those Additional Terms before using those areas or HIT PREDICTOR Internet Services. The Additional Terms and this Agreement, taken together, shall apply to your use of those areas or HIT

PREDICTOR Internet Services. In the event of an irreconcilable inconsistency between the Additional Terms and this Agreement, the Additional Terms shall control.

YOU MAY NOT USE ANY HIT PREDICTOR SITE FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS. YOUR ACCESS TO ANY HIT PREDICTOR SITE MAY BE TERMINATED IMMEDIATELY IN HIT PREDICTOR' SOLE DISCRETION, WITH OR WITHOUT NOTICE, IF YOU FAIL TO COMPLY WITH ANY PROVISIONS OF THIS AGREEMENT AND/OR ANY APPLICABLE ADDITIONAL TERMS, OR FOR ANY OTHER REASON, OR NO REASON.

By using this HIT PREDICTOR Site, you are representing and warranting that: (a) you are at or above the legal age of majority in your jurisdiction of residence; (b) you own or have sufficient authorization to use the computer, mobile device, technology or other device you use to access this HIT PREDICTOR Site (collectively, "Device"); and (c) you will access and use this HIT PREDICTOR Site in accordance with this Agreement and any applicable Additional Terms. Some parts of this HIT PREDICTOR Site may contain adult content intended for people who are at or above the legal age of majority in their jurisdiction of residence. By viewing this adult content, you are representing that you are at or above such legal age of majority and that the content is acceptable to you. Filtering software is commercially available which can be used to exclude content that is not acceptable to you. This software may prevent the display of all or portions of the HIT PREDICTOR Site content.

I. Mobile Devices

If permitted or available through the applicable HIT PREDICTOR Internet Service, to (a) upload content to this HIT PREDICTOR Site via your mobile device and/or tablet, (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse this HIT PREDICTOR Site from your mobile device and/or (d) to access certain features through a mobile application you have downloaded and installed on your mobile device (collectively the "Mobile Services"), you must have a mobile communications subscription (or have the consent of the applicable subscriber) with a participating carrier or otherwise have access to a mobile communications network for which HIT PREDICTOR makes the HIT PREDICTOR Internet Service available as well as any carrier services necessary to download content, and pay any service fees associated with any such access (including text messaging charges for each text message you send and receive on your mobile device). In addition, you must provide all equipment and software necessary to connect to the HIT PREDICTOR Internet Service, including, but not limited to, if this HIT PREDICTOR Site contains a mobile element, a mobile hand set or other mobile access device that is in working order and suitable for use in connection with the HIT PREDICTOR Internet Service and to use any part of that Service. You are responsible for ensuring that your equipment and/or software does not disturb or interfere with HIT PREDICTOR or this HIT PREDICTOR Site's operations or the HIT PREDICTOR Internet Service. Any equipment or software causing interference will be immediately disconnected from the HIT PREDICTOR Internet Service and HIT PREDICTOR will have the right to immediately terminate this Agreement. If any upgrade in or to the HIT PREDICTOR Internet Service requires changes in your equipment or software (including the operating system for your Device), you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional

features that augment or enhance the current HIT PREDICTOR Internet Service, including the release of new products and services, will be subject to the terms and conditions of this Agreement. You agree to follow and comply with any applicable laws in your use of the HIT PREDICTOR Internet Service.

[Back to Top](#)

II. Changes to This Agreement

HIT PREDICTOR reserves the right, in its sole discretion, to modify, alter, or otherwise change this Agreement and/or the Additional Terms at any time. HIT PREDICTOR will provide notice of such change on this HIT PREDICTOR Site. Please review this Agreement and/or Additional Terms periodically for changes. Your continued use of this HIT PREDICTOR Site and/or HIT PREDICTOR Internet Service constitutes your acceptance and agreement to be bound by these changes without limitation, qualification or change. If at any time you do not accept these changes, you must immediately discontinue use of this HIT PREDICTOR Site and/or the HIT PREDICTOR Internet Service to which the changes may apply.

[Back to Top](#)

III. Privacy and Protection of Personal Information

HIT PREDICTOR has developed a Privacy and Cookie Notice in order to inform you of its practices with respect to the collection, use, disclosure and protection of personal information. You can find the Privacy and Cookie Notice, which is incorporated into this Agreement, by clicking here, and by using this HIT PREDICTOR Site you agree to the terms of the Privacy and Cookie Notice.

[Back to Top](#)

IV. Accounts, Subscription, Security, Passwords

If a particular HIT PREDICTOR Site or HIT PREDICTOR Internet Service requires you to open an account or agree to Additional Terms, you must complete the specified registration process by providing us with current, complete, and accurate information as requested by the applicable online registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data and any loss caused by your failure to do so is your responsibility. After you have fully completed the registration form and have provided any requested information, you may be asked to choose a password and a user name. It is entirely your responsibility to maintain the confidentiality of your password, account or subscription. Additionally, you are entirely responsible for any and all activities that occur under your account or subscription. You agree to notify HIT

PREDICTOR immediately of any unauthorized use of your account or subscription. HIT PREDICTOR is not liable for any loss that you may incur as a result of someone else using your password, account or subscription, either with or without your knowledge. You may cancel your account or subscription by delivering notice in the manner provided in the Additional Terms governing the particular HIT PREDICTOR Internet Service.

[Back to Top](#)

V. User Code of Conduct

In accessing and using this HIT PREDICTOR Site and/or the HIT PREDICTOR Internet Services, you agree that you will not:

- Deliver any unsolicited advertisement, promotional materials, junk email, bulk email (also known as "spam"), chain letters, surveys or contests, or solicit participation in any pyramid schemes (unless it is on a page that explicitly states that such postings are allowed on that page).
- Deliver any unlawful (according to local, state, federal, or international law or regulation) postings to or through this HIT PREDICTOR Site, or any postings which advocate illegal activity.
- Deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, insulting, threatening, harassing, hateful or otherwise objectionable.
- Deliver, or provide links to, any postings containing material that harasses, victimizes, degrades, or intimidates an individual or group of individuals on the basis of religion, race, ethnicity, sexual orientation, gender, age, or disability.
- Deliver, or provide links to, any postings containing defamatory, false or libelous material.
- Deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity.
- Deliver any posting to that you do not have a right to make available under law or contractual or fiduciary relationships.
- Impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another.
- Manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver.
- Deliver any posting containing personal information, such as phone numbers, social security numbers, account numbers, addresses or employer references.
- Use this HIT PREDICTOR service in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of this HIT PREDICTOR Site or other users' Devices, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment.
- Attempt to gain unauthorized access to this HIT PREDICTOR Site, any related website, other accounts, computer system, or networks connected to this HIT PREDICTOR Site, through hacking, password mining, or any other means.

- Obtain or attempt to obtain any materials or information through any means not intentionally made available through this HIT PREDICTOR Site, including harvesting or otherwise collecting information about others such as email addresses.

[Back to Top](#)

VI. Fees

Except where otherwise provided, access to and use of this HIT PREDICTOR Site are currently available without charge. HIT PREDICTOR reserves the right to charge a fee for access to this HIT PREDICTOR Site, as well as the right to modify the fees charged for any HIT PREDICTOR Internet Service available on this HIT PREDICTOR Site at any time in the future upon appropriate notice to you.

[Back to Top](#)

VII. Disclaimer of Warranties

YOUR USE OF, AND RELIANCE ON, ANY ADVICE OR INFORMATION OBTAINED FROM OR THROUGH THIS HIT PREDICTOR SITE AND/OR HIT PREDICTOR INTERACTIVE SERVICE IS AT YOUR OWN RISK. ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THIS HIT PREDICTOR SITE OR HIT PREDICTOR INTERACTIVE SERVICE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. HIT PREDICTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS HIT PREDICTOR SITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS HIT PREDICTOR SITE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, HIT PREDICTOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, INFORMATIONAL CONTENT, TITLE, OR NON-INFRINGEMENT OF THE RIGHTS OF THIRD PARTIES. HIT PREDICTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS THAT THIS HIT PREDICTOR SITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS HIT PREDICTOR SITE AND/OR ITS SERVER WILL BE FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS. HIT PREDICTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY MATERIAL OF ANY KIND CONTAINED WITHIN THIS HIT PREDICTOR SITE FOR ANY PURPOSE, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTENT.

HIT PREDICTOR IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF TICKET ORDERS OR HIT

PREDICTOR INTERACTIVE SERVICES, OR ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

[Back to Top](#)

VIII. Exceptions

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER, EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, LIABILITIES AND DAMAGES, SO SOME OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, HIT PREDICTOR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

[Back to Top](#)

IX. Limitations on Liability

In no event shall HIT PREDICTOR, its subsidiaries, affiliates, distributors, suppliers, licensors, agents or others involved in creating, sponsoring, promoting, or otherwise making available this HIT PREDICTOR Site and its contents, be liable to any person or entity whatsoever for any direct, indirect, incidental, special, compensatory, consequential, or punitive damages or any damages whatsoever, including but not limited to: (i) loss of goodwill, profits, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, performance or non-performance of this HIT PREDICTOR Site; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service; (v) errors or inaccuracies contained on this HIT PREDICTOR Site or any information, software, products, services, and related graphics obtained through this HIT PREDICTOR Site; (vi) any transactions entered into through this HIT PREDICTOR Site; (vii) any property damage including damage to your Device or computer system caused by viruses or other harmful components, during or on account of access to or use of this HIT PREDICTOR Site or any site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of this HIT PREDICTOR Site and HIT PREDICTOR Internet Services. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if HIT PREDICTOR has been advised of the possibility of damages.

[Back to Top](#)

X. Indemnification

You agree to indemnify and hold harmless HIT PREDICTOR, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees from and against any and all claims, actions, demands, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees, resulting from your breach of any provision of this Agreement, the Additional Terms, or any warranty you provide herein, or otherwise arising in any way out of your use of this HIT PREDICTOR

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

[Back to Top](#)

XI. Modification/Termination by HIT PREDICTOR

HIT PREDICTOR reserves the right, in its sole discretion, to modify, suspend, or terminate this HIT PREDICTOR Site and/or any portion thereof, including any HIT PREDICTOR Internet Service, and/or your account, password, or use of any HIT PREDICTOR Internet Service, or any portion thereof, at any time for any reason with or without notice to you.

Termination of your account for an HIT PREDICTOR Internet Service removes your authorization to use the HIT PREDICTOR Internet Service. In the event of termination, you will still be bound by your obligations under this Agreement and any Additional Terms, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, HIT PREDICTOR shall not be liable to you or any third party for any termination of your access to a HIT PREDICTOR Internet Service.

[Back to Top](#)

XII. Links

This HIT PREDICTOR Site may contain links to websites, applications or other services operated by third parties (the "Linked Sites"). HIT PREDICTOR does not monitor or control the Linked Sites and makes no representations regarding, and is not liable or responsible for the accuracy, completeness, timeliness, reliability or availability of, any of the content uploaded, displayed, or distributed, or products, or services available at the Linked Sites. If you choose to access any third-party site (including any Linked Site), you do so at your own risk, and your use of that site is subject to its own terms of use and privacy policy, which you should review. The presence of a link to a third-party site does not constitute or imply HIT PREDICTOR endorsement, sponsorship, or recommendation of the third party or of the content, products, or services contained on, or available through, the site.

[Back to Top](#)

XIII. Software and Downloads Available Through This Site

Any software that is made available to access, use, view and/or download in connection with a HIT PREDICTOR Site or HIT PREDICTOR Internet Service ("Software"), including applications, podcasts, audio streaming, or video streaming, is owned or controlled by HIT PREDICTOR and/or licensors, affiliates and suppliers and is protected by copyright laws and international treaty

provisions. Your use of the Software is governed by the terms of the end user license agreement or other Additional Terms, if any, which accompany or are included with the Software. HIT PREDICTOR accepts no responsibility or liability in connection with any Software owned or controlled by third parties.

[Back to Top](#)

XIV. International Use/U.S. Export Controls

Accessing materials on this HIT PREDICTOR Site by certain persons in certain countries may not be lawful, and HIT PREDICTOR makes no representation that materials on this HIT PREDICTOR Site are appropriate or available for use in locations outside the United States. If you choose to access this HIT PREDICTOR Site from outside the United States, you do so at your own risk and initiative, and are responsible for compliance with any applicable local laws.

The United States controls the export of any software downloadable from this HIT PREDICTOR Site. No software or any other materials associated with this HIT PREDICTOR Site may be downloaded or otherwise exported or re-exported to countries or persons prohibited under export control laws, including but not limited to countries against which the United States has embargoed goods, or to anyone on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Deny Orders. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export of any such materials. By using and/or downloading any such materials from a HIT PREDICTOR Site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country to which such import, export, or re-export is prohibited or are not a person or entity to which such export is prohibited.

[Back to Top](#)

XV. Third-Party Merchants

This HIT PREDICTOR Site may enable you to order and receive products, information and services from businesses that are not owned or operated by HIT PREDICTOR. The purchase, payment, warranty, guarantee, delivery, maintenance, and all other matters concerning the merchandise, services or information, opinion or advice ordered or received from such businesses are solely between you and such businesses. HIT PREDICTOR does not endorse, warrant, or guarantee such products, information, or services, and is not liable for the accuracy, completeness, or usefulness of such information or the quality of availability of such products or services. HIT PREDICTOR will not be a party to or in any way responsible for monitoring any transaction between you and third-party providers of such products, services, or information, or for ensuring the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties are your responsibility and are not part of the fee, if any, charged for the HIT PREDICTOR Internet Service.

[Back to Top](#)

XVI. Advertisements, Sponsorships, Co-Promotions and Other Partnerships

HIT PREDICTOR may display advertisements for the goods and services of a third party on the HIT PREDICTOR Site, including in connection with co-promotions, sponsorships and other similar partnership arrangements. HIT PREDICTOR does not endorse or represent and is not responsible for the safety, quality, accuracy, reliability, integrity or legality of any such goods or services advertised, promoted or displayed on this HIT PREDICTOR Site.

[Back to Top](#)

XVII. Events

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

[Back to Top](#)

XVIII. Interactive Services and User Materials

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

User Materials

HIT PREDICTOR does not control and is not responsible for any notes, messages, billboard postings, ideas, suggestions, concepts or other material, or files delivered to HIT PREDICTOR by you or other users (collectively, "User Materials"). HIT PREDICTOR is not obligated to and does not regularly review, prescreen, monitor, delete, or edit User Materials. However, HIT PREDICTOR reserves the right to do so at any time in its sole discretion, for any reason or no reason, and to refuse, delete, move or edit any User Materials, in whole or in part, with or without notice. HIT PREDICTOR is not responsible or liable for damages of any kind arising from any User Materials even when HIT PREDICTOR is advised of the possibility of such damages, or from HIT PREDICTOR alteration or deletion of any User Materials.

You are solely responsible and liable for all User Materials delivered to HIT PREDICTOR, whether via your account, this HIT PREDICTOR Site, email, or any other method. Any violation of these provisions can subject your HIT PREDICTOR account to immediate termination and, possibly, further legal action. You represent and warrant that you own or otherwise control any and all rights in and to the User Materials and that public posting and use of the User Materials by HIT PREDICTOR will not infringe or violate the rights of any third party in any manner.

By emailing, submitting, transmitting, posting, uploading, modifying or otherwise providing any User Material to HIT PREDICTOR, whether solicited or unsolicited, you are granting HIT PREDICTOR and its designees a royalty-free, fully paid, non-exclusive, irrevocable, perpetual, unrestricted, worldwide license to reproduce, publish, transmit, perform, display, sublicense, create derivative works from and otherwise use such User Material for any purpose, including, without limitation, advertising and promotional purposes, alone or as a part of other works in any form, media or technology now or hereafter known. No credit, approval or compensation is due to you for any such use of User Materials you may submit. HIT PREDICTOR also has the right, but not the obligation, to use your username (and real name, image, likeness or other identifying information, if provided in connection with User Materials), city and state in connection with broadcast, print, online or other use or publication of your User Materials. Please note that any User Material you submit is and will be treated as non-confidential and non-proprietary as to you, unless specifically stated otherwise in our Privacy and Cookie Notice.

The information and opinions expressed in User Materials appearing on this HIT PREDICTOR Site are not necessarily those of HIT PREDICTOR or its content providers, advertisers, sponsors, affiliated or related entities, and HIT PREDICTOR makes no representations or warranties regarding that information or those opinions, and expressly disclaims any responsibility for User Materials. HIT PREDICTOR does not represent or guarantee the truthfulness, accuracy, or reliability of any User Materials or determine whether the User Materials violate the rights of others, and HIT PREDICTOR has no control over whether such User Materials are of a nature that you or other users might find offensive, distasteful or otherwise unacceptable. You acknowledge that any reliance on any User Materials submitted by other users will be at your own risk, including any reliance on the accuracy, completeness or usefulness of such User Materials. You acknowledge that this HIT PREDICTOR Site is "public," and in addition to the license granted to HIT PREDICTOR, other users will have access to your User Materials and might copy, modify or distribute them.

If you are aware of any User Material on this HIT PREDICTOR Site which violates these Terms, please contact us at TOU@hitpredictor.com. Please provide as much detail as possible, including a copy of the underlying material, the location where HIT PREDICTOR may find it, and the reason such User Material should be removed. Please note that filing a complaint will not guarantee its removal, HIT PREDICTOR will only remove User Materials if HIT PREDICTOR believes the measure is necessary, in our sole discretion. To the extent any notice is based on an alleged copyright violation, please follow in the instructions set forth in the section entitled "Copyright Infringement."

Other than those we specifically request, we do not accept or consider unsolicited creative materials, ideas or suggestions either via this HIT PREDICTOR Site, email or other means. This is to avoid any misunderstandings if your ideas are similar to those we have developed or obtained independently. However, if you do still transmit to us, via this HIT PREDICTOR Site, email or otherwise, any unsolicited communication or material, you will be deemed to have granted to us the same rights as are set out in this section with respect to User Materials. Without limitation thereof, you agree that HIT PREDICTOR, our affiliates and our licensees are free to use any ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products, services and content using such information, without any credit, notice, approval or compensation to you.

Referral Programs and "Forward to a Friend" Opportunities

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

We may, at our discretion, send you a confirmation using any means available through the HIT PREDICTOR Internet Service, including email, text and other forms of messaging, to inform you that the Referred Person has registered for the HIT PREDICTOR Internet Service. If we send the confirmation to you via the carrier service with which you have a mobile communications subscription or otherwise have access, you understand you will pay any service fees associated with any such access (including text messaging charges in connection with messages to your mobile device). If you misuse any referral program or otherwise engage in improper behavior with respect to a referral program, as we determine in our sole discretion, we reserve the right to discontinue the HIT PREDICTOR Internet Service to you. We may from time to time offer incentives or rewards in connection with a referral program, and any such incentive or reward programs shall be subject to Additional Terms which will be posted at the time such programs become available and will be deemed incorporated into, and subject to, this Agreement. We reserve the right, in our sole discretion, to suspend, temporarily or permanently, or cease to provide any and all referral programs without notice, reason or liability.

If you are using the HIT PREDICTOR Internet Service to communicate to a Referred Person (or any third party), you agree not to use such HIT PREDICTOR Internet Service to harm the Referred Person or any other third party, and/or use such HIT PREDICTOR Internet Service in violation of any applicable laws, rules or regulations or the terms and conditions of this Agreement.

Voting/Rating Features

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

[Back to Top](#)

XIX. Subscription Services

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

[Back to Top](#)

XX. Premium Services

Some HIT PREDICTOR Internet Services on this HIT PREDICTOR Site, including certain HIT PREDICTOR Interactive and Subscription Services, may be offered to you conditioned on your payment of a fee (each, a "HIT PREDICTOR Premium Service"). By using the HIT PREDICTOR Premium Service, you will be subject to any charges and rules set forth in the Additional Terms for that service, in addition to the general terms provided below. You may register for by completing the applicable registration form.

XXI. Member Account and Password

You are responsible for any membership name and password that is associated with your account during registration. If this premium service does not recognize your device from a previous sign-in, you will be asked for information that will help us to identify your registration. It is your responsibility to maintain the confidentiality of your password, if one is established. You are entirely responsible for any and all activities that occur under your account, and agree to notify us immediately of any unauthorized use of your account.

Charges for Premium Service

HIT PREDICTOR will provide notice of any charges, or extra charges, before you register for or enter a premium area. You are responsible for any charges for premium content incurred by your account. We are not liable for any loss that you may incur as a result of someone else using your password or account, whether with or without your knowledge. In the event that you pay for a premium service by credit card, you authorize us to charge your credit card account by registering for the service and providing us with your credit card information. You warrant to us that the credit card information that you provide us is correct and is your account.

Cancellation

Subject to any applicable Additional Terms, you may cancel your membership in the premium service at any time by contacting us using the contact information provided in connection with the premium service. In the event that you have paid a fee to register on this HIT PREDICTOR Site and you cancel before the end of your membership period, we will not return any portion of your membership fee provided that you will be entitled to continue accessing the applicable HIT PREDICTOR Site until the end of your membership period.

Subject to any applicable Additional Terms, we reserve the right to terminate your access to this premium service or any portion thereof at any time, without notice. Upon such termination, we shall return the unused pro-rata portion of your membership fee on a 52-week pro-rated basis to you within ninety (90) days of the termination of your access to this service.

Service Contact

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

[Back to Top](#)

XXII. Contests/Sweepstakes

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

[Back to Top](#)

XXIII. General

This Agreement and any Additional Terms shall be governed by, construed and enforced in accordance with the laws of the State of New York, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any and all disputes, claims and causes of action arising out of, or connected with, this Agreement and/or the Additional Terms, or in connection with any matters related to this HIT PREDICTOR Site and/or the Privacy and Cookie Notice, shall be resolved individually, without resort to any form of class action, exclusively in either the state or Federal courts located in New York County, New York. You agree to submit to the personal jurisdiction of the courts of the State of New York for any cause of action arising out of this Agreement. You agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

If any provision of this Agreement, or the application thereof to any person or circumstances, is held invalid or for any reason, unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Agreement shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Agreement is the entire agreement between you and HIT PREDICTOR with respect to the use of this HIT PREDICTOR Site and shall not be modified except in writing, signed by an authorized representative of HIT PREDICTOR.

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

Legal Department
ATTN: HIT PREDICTOR Site Terms of Use
iHeartMedia, Inc.
200 E. Basse Road
San Antonio, Texas 78209

[Back to Top](#)

XXIV. Copyright & Trademark Notice

Use of Intellectual Property

The HIT PREDICTOR Site, and all of its contents, including but not limited to articles, other text, photographs, images, illustrations, graphics, video material, audio material, including musical compositions and sound recordings, software, HIT PREDICTOR logos, titles, characters, names, graphics and button icons (collectively "Intellectual Property"), are protected by copyright, trademark and other laws of the United States, as well as international conventions and the laws of other countries. The Intellectual Property is owned or controlled by HIT PREDICTOR or by other parties that have provided rights thereto to HIT PREDICTOR.

You may not, and agree that you will not, reproduce, download, license, publish, enter into a database, display, modify, create derivative works from, transmit, post, distribute or perform publicly by any means, method, or process now known or later developed, decompile, reverse engineer, disassemble, use on another computer-related environment, transfer or sell any Intellectual Property, information, software or products obtained from or through this HIT PREDICTOR Site, in whole or in part, without the express written permission of HIT PREDICTOR or unless otherwise permitted through the functionality of this HIT PREDICTOR Site.

Other trademarks, service marks, product names and company names or logos appearing on this HIT PREDICTOR Site that are not owned by HIT PREDICTOR may not be used without express permission from their owners.

Additionally, unless otherwise expressly permitted, websites may not link, whether by hyperlink or otherwise, to any page beyond the homepage of this HIT PREDICTOR Site, or frame this HIT

PREDICTOR Site, or any web page or material herein, nor may any entity include a link to any aspect of this HIT PREDICTOR Site in an email for commercial purposes, without the express written permission of HIT PREDICTOR. Further, unless otherwise expressly permitted, you agree not to link to HIT PREDICTOR Intellectual Property so as to cause you or anyone else to access HIT PREDICTOR Intellectual Property other than through this HIT PREDICTOR Site.

You may inquire about obtaining permission by writing:

IP Permission

Legal Department

iHeartMedia, Inc.

200 East Basse Road

San Antonio, TX 78209

By Facsimile: (210) 832-3149

By Email: IPPermission@iHeartMedia.com

Copyright Infringement

HIT PREDICTOR respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. By submitting any material or photographs through this HIT PREDICTOR Site, you are granting permission to have this material posted on this HIT PREDICTOR Site, and are representing that you are the rightful owner of the submitted material, and that no one else may claim rights to this material. HIT PREDICTOR reserves the right to remove access to infringing material. Such actions do not affect or modify any other rights HIT PREDICTOR may have under law or contract. You can find our procedures for providing notice of alleged copyright infringement below.

Procedure for Making Claim of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, you should send written notification thereof, in accordance with the provisions of the Digital Millennium Copyright Act, to our Designated Agent, who can be reached as follows:

By mail:

DMCA Designated Agent

c/o Legal Department

iHeartMedia, Inc.

200 East Basse Road

San Antonio, TX 78209

By Facsimile: (210) 832-3149

By Email: dmca@iHeartMedia.com

Pursuant to 17 U.S.C. § 512(c), to be effective, the Notification must include the following:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit HIT PREDICTOR to locate the material.
- iv. Information reasonably sufficient to permit HIT PREDICTOR to contact the complaining party, such as an address, telephone number, and, if available, an email address.
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

This Agreement was last modified on December 14, 2015.