

HALL COMMUNICATIONS, INC. WEBSITE TERMS AND CONDITIONS

1. This website is exclusively owned and operated by Hall Communications, Inc. These terms and conditions apply to all registered users of the website, and any violation of these Terms and Conditions may result in being barred from future access to or use of the website.

Your access to and use of this website serves as an expression of your understanding of these Terms and Conditions and your agreement to be legally bound by the Terms and Conditions. It creates a personal, revocable, nonexclusive, nontransferable license to access, post to and otherwise use this website, conditional upon your continued compliance with the Terms and Conditions. You represent and warrant to Hall Communications, Inc. that you will not use this website for any purpose that is unlawful or prohibited by these Terms and Conditions. Should you object to any term or condition of this website, your only recourse is to discontinue use of the site.

2. Your access to this website may be conditioned on your registration with the site using a unique username and password. If that is the case, you may be asked, from time to time, to update and/or verify your registration information. You agree that you are solely responsible for the security of this information, including your passwords, and that you will use your best efforts to prevent access to your password by any unauthorized persons. You further agree that Hall Communications Inc. has the power to cancel any such registration at any time.
3. The contents of this website, including all copyrightable materials, whether identified as such or not, trademarks and service marks, logos and designs are the property of Hall Communications, Inc., copyright © 2019, unless stated otherwise. They may be accessed, printed, downloaded and distributed for personal use only. They are not to be reprinted, repurposed, redistributed, removed or republished in any manner for any purpose whatsoever. Under no circumstances may the content on this Site be reproduced in principal part, mirrored, catalogued, framed, displayed simultaneously with another site or otherwise republished in its entirety or in principal part without the express written consent of Hall Communications, Inc. and only then will such reproduction, mirroring, cataloguing, framing, display, and/or republication be permitted if it contains the Hall Communications, Inc. copyright notice. All rights not expressly granted herein are reserved.
4. You agree not to contact anyone who does not wish to be contacted or collect personal data about other users for commercial or unlawful purposes, though any means, including automated means such as spiders or crawlers; or to attempt to gain unauthorized access to Hall Communications, Inc.'s systems or engage in any activity that will disrupt this website or its computer systems.

5. You agree not to take any action to circumvent or attempt to circumvent the security of this site or gain unauthorized access to the site. Prohibited actions include, but are not limited to:
 - a. Testing the site and its security measures in an attempt to identify or circumvent the system and its vulnerabilities.
 - b. Modify, reverse engineer, disassemble, decompile or otherwise reveal and/or distribute the site's underlying computer code.

Any attempt to engage in any of the above-listed actions or other actions to circumvent or attempt to circumvent the security of this site or gain unauthorized access to the site will result in Hall Communications, Inc. investigating your actions, removing your authorization to access the site and use the services provided and, potentially, referring you to law enforcement authorities for criminal prosecution.

6. Hall Communications, Inc. respects the privacy of all site users. For more information, please refer to our “Privacy Policy” [<http://www.max983fm.com/legal/privacy-statement/>].
7. You use this website solely at your own risk and subject to all applicable local, state, national, and international laws and regulations. While Hall Communications, Inc. has endeavored to create a secure and reliable website, please be advised that the confidentiality of any communication or material transmitted to/from this website over the Internet cannot be guaranteed. You agree that Hall Communications, Inc. has no control and is not responsible for any content made available by third parties and that by using this website you may be exposed to content that is offensive, indecent, misleading inaccurate or otherwise to your objection. You acknowledge that Hall Communications, Inc. does not pre-screen or approve Content, but further acknowledge that Hall Communications, Inc. has the sole discretionary right to refuse, delete or otherwise edit any content for violation of these Terms and Conditions.

Any interactions you have with other organizational or individual users of the site of any type are solely between you and such other users. You cannot rely on Hall Communications, Inc. to perform due diligence review or otherwise pre-screen all users and associated services and therefore, you are responsible for your own investigations or research before proceeding with any transactions with such users.

If there is a dispute between users of this site or between users and any third parties, you understand and agree that Hall Communications, Inc. is under no obligation to become involved and you agree to release Hall Communications, Inc., its officers, employees, agents and successors in rights from claims, demands and damages of every kind or nature, known or unknown, suspected and

unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes.

8. Accordingly, you agree that Hall Communications, Inc. is not responsible for the security of any information transmitted via the Internet, the accuracy of the information contained on the website, or for the consequences of any reliance on such information. Hall Communications, Inc. shall have no liability for interruptions or omissions in Internet, network or hosting services.
You assume the sole and complete risk of using this website and further agree that you bear the responsibility to evaluate and assume all risks associated with the use of this content, that you will not rely on the content and that you will not hold Hall Communications, Inc. liable in any way for your possible reliance on the content or for any loss or damage you incur as a result of any use of this content.
9. Some postings may contain links to other sites on the World Wide Web for your convenience in locating related information and content. These sites have not necessarily been reviewed by Hall Communications, Inc. and are maintained by third parties over which Hall Communications, Inc. exercises no control. Hall Communications, Inc. expressly disclaims any responsibility for the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party web sites.
10. You expressly absolve and release Hall Communications, Inc. from any claim of harm resulting from a cause beyond its control including, but not limited to, the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, computer viruses or software failures, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars, terrorism or governmental restrictions.
11. THIS WEBSITE AND ALL OF ITS CONTENT ARE PROVIDED ON AN "AS IS" BASIS AND ARE MADE AVAILABLE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. HALL COMMUNICATIONS, INC. MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, TO YOU OR ANY OTHER PERSON OR ENTITY AS TO THE ACCURACY, RESULTS, TIMELINESS, COMPLETENESS, MERCHANTABILITY AND/OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE WEBSITE OR ANY OF ITS CONTENT. FURTHER, THE INFORMATION AVAILABLE ON THIS WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. HALL COMMUNICATIONS, INC. MAY MAKE MODIFICATIONS AND/OR CHANGES IN THIS SITE OR IN ITS CONTENT AT ANY TIME, FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE OF THIS WEBSITE AND THE CONTENT PROVIDED HEREIN.

UNDER NO CIRCUMSTANCES WILL HALL COMMUNICATIONS, INC. BE

LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THIS WEBSITE OR THE CONTENT PROVIDED HEREIN, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS, EXPENDITURES, INVESTMENTS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE MATERIALS, PRODUCTS, SERVICES OR INFORMATION, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER, EVEN IF HALL COMMUNICATIONS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

TO THE EXTENT PERMITTED BY LAW, HALL COMMUNICATIONS, INC. DISCLAIMS LIABILITY FOR ANY DIRECT DAMAGES BASED ON YOUR USE OF THE WEBSITE AND ITS CONTENT.

IN ANY EVENT, THE AGGREGATE LIABILITY OF HALL COMMUNICATIONS, INC. FOR ANY REASON WHATSOEVER RELATED TO USE OF THIS WEBSITE AND ITS CONTENT SHALL NOT EXCEED \$50.00.

12. You agree to indemnify and hold harmless Hall Communications, Inc., its affiliates, and all of their officers, directors, employees, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) arising out of any third-party claims based on or related to your use of this website or any breach by you of these Terms and Conditions.
13. The above Terms and Conditions shall be governed by the laws of Florida without regard to conflicts of law rules, and the exclusive jurisdiction and venue for any dispute shall be in the County of Polk, State of Florida.
14. Hall Communications, Inc. reserves the right at any time and for any reason to deny you access to the website or any portion thereof, and to terminate this Agreement. Termination will be effective without notice. Please note that Hall Communications, Inc. reserves the right to change the Terms and Conditions under which this website is made available to you, upon notice, which may be given by Hall Communications, Inc. posting such modifications on the website, by e-mail, or any other reasonable way. Your continued use of this website following notice of such modifications will be conclusively deemed acceptance of any changes to these Terms and Conditions. You agree that notice of changes to this Agreement on the website, delivered by email, or provided in any other reasonable way, constitute reasonable and sufficient notice.

15. Failure to insist on strict performance of any of the Terms and Conditions of this Agreement will not operate as a waiver of any subsequent default or failure of performance. No waiver by Hall Communications, Inc. of any right under these Terms and Conditions will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

16. No joint venture, partnership, employment, or agency relationship exists between you and Hall Communications, Inc. as a result of this Agreement or your use of this website. If any provision of this Agreement is held unenforceable by a court or tribunal of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.