

Nathan B. Stubblefield Foundation - WMNF Community Radio
Website Terms of Use and Social Media Policy

Purpose: To establish a framework in which you may access and use (i) www.wmnf.org and the content, functionality and services offered on or through www.wmnf.org (collectively, the “**Website**”) and (ii) any social media account (including, without limitation, any account through Facebook, Instagram, Twitter, YouTube, Snapchat, and other social media platforms) of The Nathan B. Stubblefield Foundation, Inc., a Florida non-profit corporation d/b/a WMNF Community Radio or any of its affiliates, parents, subsidiaries, agents, contractors and the respective successors and assigns of any of the foregoing (collectively “**WMNF**”) and any content, functionality and services offered on or through any such WMNF social media account (collectively, “**Social Media**”).

1. Acceptance of Terms of Use. These terms of use (together with any documents incorporated herein by reference, the “**Terms of Use**”) describe terms and conditions that govern your access to and use of the current and future online and mobile websites, platforms, services, applications, and networks owned or operated by WMNF, including without limitation, the Website and Social Media. **By using the Website or Social Media, you accept and agree to comply with and be bound by these Terms of Use and the WMNF privacy policy found at www.wmnf.org/privacy (the “**WMNF Privacy Policy**”).** If you do not agree to these Terms of Use or the WMNF Privacy Policy, you must not access or use the Website or Social Media.
2. Changes to Terms of Use. WMNF may, in its sole discretion, revise, update or otherwise modify the Terms of Use without notice to you and any such modifications will be effective immediately upon posting. Your continued use of the Website or Social Media after such modifications shall constitute your acceptance of such modifications.
3. Changes to Website. WMNF may, in its sole discretion, modify or discontinue any aspect, service or feature of the Website or Social Media at any time, including, but not limited to, content, programming, services provided, and other features available for your access or use; provided, however, that WMNF makes no representation or warranty that such content on the Website or Social Media is complete or up-to-date and WMNF is under no obligation to update such content.
4. [Registration. You may be given the opportunity to register via an online registration form to create a user account (“**Your Account**”) that may allow you to receive information from WMNF and/or to participate in certain features on the Website or Social Media, such as Interactive Areas (as defined herein). WMNF will use the information you provide in accordance with the WMNF Privacy Policy. By registering, you represent and warrant that all information that you provide on the registration form is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Website and/or Social Media so that it remains current, complete and accurate. During the registration process, you may be required to choose a password and/or user name. You acknowledge and agree that WMNF may rely on this password or user name to identify you. You shall be responsible for protecting the confidentiality of your user name(s) or password(s) if any. You are responsible for all use of Your Account, regardless of whether you authorized such access or use, and for ensuring that all use of Your Account complies fully with the provisions of these Terms of Use.][CONFIRM IF APPLICABLE – IS REGISTRATION REQUIRED OR AVAILABLE FOR USERS ON THE WEBSITE OR SOCIAL MEDIA ACCOUNTS?]
5. User Content and Conduct; Posting Guidelines.
 - a. The Social Media and the Website may contain comments sections, blogs, discussion forums, or other interactive features (collectively, “**Interactive Areas**”). All conversations, comments and other posts in the Interactive Areas (collectively “**User Content**”) should be constructive, respectful, and contain language that is appropriate for all groups and ages. WMNF reserves the right to disallow, or take any other action with respect to, any User Content that, in WMNF’s sole opinion and at WMNF’s discretion, WMNF determines is obscene, indecent, profane, threatening, defamatory, offensive, inappropriate or vulgar or which promotes or endorses a product or service.

- b. Notwithstanding any of the foregoing, WMNF has no obligation to review any User Content before it is posted on the Website or Social Media, and cannot ensure prompt removal of objectionable User Content after it has been posted. WMNF assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Through your use of the Website or Social Media, including the Interactive Areas, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate, or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using the Website or Social Media, including the Interactive Areas, you assume all associated risks.
- c. By uploading or submitting User Content to the Website or Social Media, you hereby (i) agree and consent to WMNF using such User Content for advertising, marketing, promotion and any and all other commercial and business purposes, without any attribution to you, (ii) grant WMNF the irrevocable, unconditional, unrestricted, perpetual, worldwide, royalty-free right and license to display, exhibit, transmit, reproduce, record, digitize, modify, alter, adapt, create derivative works, sublicense, exploit and otherwise use and permit others to use such User Content (including, without limitation, all copyrights in such User Content) in connection with WMNF advertising, marketing, promotion and any and all other commercial and business purposes, for exploitation in any form or medium, of any kind or nature whatsoever, whether now known or hereafter devised.
- d. By posting User Content to the Website or Social Media, you represent and warrant to WMNF that: (i) you are of at least 18 years of age; (ii) you own all rights in the User Content or otherwise have the right to post the User Content; (iii) you have the right, power and authority to grant the license set forth above; (iv) the User Content does not infringe upon, misappropriate or violate the rights of any third party (including, without limitation, any rights of copyright, trademark, publicity or privacy); and (v) WMNF's use of the User Content in the manner contemplated by the license set forth above does not, and will not, violate or conflict with any right of any third party. You hereby agree to defend, indemnify and hold harmless WMNF from and against any and all losses, liabilities, damages, costs, expenses, claims, demands, actions, suits and proceedings resulting from, arising out of or otherwise in connection with your breach of any of the foregoing covenants, representations or warranties. You hereby waive, release and forever discharge WMNF from any and all rights, losses, liabilities, damages, costs, expenses, claims, demands, actions, suits and proceedings relating to, arising out of or otherwise in connection with the use of the User Content in the manner contemplated above including, without limitation, any claims based on the invasion of privacy, commercial use of name or likeness and the right of publicity.

6. Intellectual Property Rights.

- a. The Website and Social Media contains copyrighted material, trademarks, and other proprietary information, including, but not limited to, information, text, software, photos, images, video, graphics, displays, music and audio, and the design, selection and arrangement thereof, and the entire contents, features, and functionality of the Website and Social Media are owned by WMNF, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. These Terms of Use permit you to use the Website for your personal, non-commercial use only. You may not reproduce, distribute, modify, publish or republish, transmit, participate in the transfer or sale of, create derivative works of, publicly display or perform, or in any way exploit, any of the content or material, in whole or in part contained or featured on the Website or Social Media, except as follows:
 - i. Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
 - ii. You may store files that are automatically cached by your web browser for display enhancement purposes.
 - iii. You may print or download copies of a reasonable number of pages of the Website or Social Media for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

- iv. If WMNF provides desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by WMNF's end user license agreement for such applications, if any.
 - b. Notwithstanding any of the foregoing, you must not (i) modify copies of any materials from the Website or Social Media, or (ii) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website or Social Media.
 - c. You must not access or use for any commercial purposes any part of the Website or Social Media any services or materials available through the Website or Social Media.
 - d. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website or Social Media in breach of the Terms of Use, your right to use the Website and/or Social Media will stop immediately and you must, at WMNF's option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or Social Media or any content on the Website or Social Media is transferred to you, and all rights not expressly granted are reserved by WMNF. Any use of the Website or Social Media not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.
 - e. The WMNF name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of WMNF or its licensors. You must not use such marks without the prior written permission of WMNF. All other names, logos, product and service names, designs, and slogans on this Website or the Social Media are the trademarks of their respective owners.
7. Third-Party Content. WMNF may distribute content supplied by third parties and users. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers or users of the Website or Social Media, are those of the respective author(s) or distributor(s) and not of WMNF. Neither WMNF nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Sections 12 and 13 below for the complete provisions governing limitation of liabilities and disclaimers of warranty.) In many instances, the content available through the Website or Social Media represents the opinions and judgments of the respective user or information provider not under contract with WMNF. WMNF neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made on the Website or Social Media by any third party. Under no circumstances will WMNF be responsible or liable, directly or indirectly, for any loss or damage caused by your use of or reliance on information obtained through the Website or Social Media. WMNF is not responsible for any actions or inaction on your part based on the information that is presented on the Website or Social Media. It is your responsibility to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the Website or Social Media. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content. [CONFIRM – IS THIRD PARTY CONTENT DISTRIBUTED ON THE WEBSITE AND WMNF SOCIAL MEDIA?]
8. Third Party Promotions. WMNF may run [advertisements or]promotions from third parties on the Website or Social Media. Your business dealings or correspondence with, or participation in promotions of, any such third party, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. WMNF is not responsible or liable for any loss or damage you incur as the result of any such dealings or as the result of the presence of third parties on the Website or Social Media. [CONFIRM – DOES WMNF RUN THIRD PARTY ADS OR PROMOTIONS?]
9. Information about You. All information WMNF collects on the Website or Social Media, if any, is subject to the WMNF Privacy Policy. By using the Website or Social Media, you consent to all actions taken by WMNF with respect to your information in compliance with the WMNF Privacy Policy.

10. Links from Website or Social Media. If the Website or Social Media contains links to other sites and resources provided by third parties, these links are provided for your convenience only. WMNF has no control over the contents of those sites or resources, has not reviewed them, and accepts no responsibility for them or for any loss or damage that may arise from your use of them. WMNF makes no representations or warranties regarding, and is not responsible for, the content or accuracy of any third-party websites hyperlinked to or from the Website or Social Media. Any products and services which can be accessed, purchased or obtained through such third-party websites are from persons or entities other than WMNF. WMNF makes no representations or warranties of any kind, including warranty of merchantability or warranty of fitness for a particular purpose, with regard to such services and products. If you choose to hyperlink to or from any third-party website hyperlinked to or from the Website or Social Media, then doing so shall be at your own risk and WMNF recommends that you carefully review such third-party websites' terms and conditions and security and privacy policies, as they may differ from those of WMNF.

11. Disclaimer.

- a. You understand that WMNF cannot and does not guarantee or warrant that files available for downloading from the internet or the Website or Social Media will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website or Social Media for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WMNF WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR SOCIAL MEDIA OR ANY SERVICES, CONTENT OR ITEMS OBTAINED THROUGH THE WEBSITE OR SOCIAL MEDIA OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE WEBSITE OR SOCIAL MEDIA, OR ON ANY WEBSITE LINKED TO THE WEBSITE OR SOCIAL MEDIA.
- b. YOUR USE OF THE WEBSITE OR SOCIAL MEDIA, THE CONTENT THEREON, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SOCIAL MEDIA IS AT YOUR OWN RISK. THE WEBSITE AND SOCIAL MEDIA, THE CONTENT THEREON, AND ANY SERVICES OR ITEMS OBTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WMNF NOR ANY PERSON OR ENTITY ASSOCIATED WITH WMNF MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE OR SOCIAL MEDIA. WITHOUT LIMITING THE FOREGOING, NEITHER WMNF NOR ANY PERSON OR ENTITY ASSOCIATED WITH WMNF REPRESENTS OR WARRANTS THAT THE WEBSITE OR SOCIAL MEDIA, THE CONTENT THEREON, OR ANY SERVICES OR ITEMS OBTAINED THEREIN WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR SOCIAL MEDIA OR ANY SERVER THAT MAKES THE WEBSITE OR SOCIAL MEDIA AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR SOCIAL MEDIA OR ANY SERVICES OR ITEMS OBTAINED THEREON OR THEREIN WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.
- c. TO THE FULLEST EXTENT PROVIDED BY LAW, WMNF HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.
- d. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. THIS LIMITATION OF LIABILITY PROVISION APPLIES TO FLORIDA RESIDENTS.
- e. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

- f. WMNF disclaims any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Website or Social Media, you acknowledge and agree to WMNF's disclaimer of any such liability. If you do not agree, you should not access or use the Website or Social Media.
12. Limitation on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL WMNF OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, SOCIAL MEDIA, ANY WEBSITES LINKED THEREIN, OR ANY CONTENT ON THE WEBSITE, SOCIAL MEDIA OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.
13. Indemnification. You agree to defend, indemnify and hold harmless WMNF, its licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including attorneys' fees), arising out of or relating to your violation of these Terms of Use or your use of the Website or Social Media [or Your Account], including but not limited to, your User Content, your use of Website or Social Media content, services, features (including, without limitation, the Interactive Areas) and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website or Social Media. WMNF reserves the right, at your expense, to take over the exclusive defense of any claim for which WMNF is entitled to indemnification under this Section. In such event, you shall provide WMNF with such cooperation as is reasonably requested by WMNF.
14. Governing Law. All matters relating to the Website, Social Media, and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any conflict of law provision which might direct the application of the laws of another jurisdiction. Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use, the Website or Social Media shall be instituted exclusively in the state courts located in the City of Tampa and County of Hillsborough or, if jurisdiction is appropriate, the United States District Court for the Middle District of Florida (Tampa Division). You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts. You waive any right to trial by jury in any action arising out of or relating to your use of the Website, Social Media and these Terms of Use.
15. Class Action Waiver. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.
- a. WMNF and you agree that WMNF and you will resolve any disputes, claims or controversies on an individual basis and that any claims brought under these Terms of Use in connection with the Website or Social Media will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. WMNF and you further agree that WMNF and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms of Use or in connection with the Website or Social Media.
 - b. If any court determines that the class action waiver set forth in this paragraph is void or unenforceable, then the disputes, claims or controversies must be litigated in federal court located in Tampa, Florida as set forth in paragraph 14.
 - c. The terms of this document will also apply to any claims asserted by you against any affiliated company of WMNF to the extent that any such claims arise out of your access to, and/or use of the Website or Social Media, and/or the provision of content, services, and/or technology on or through the Website or Social Media.

16. Miscellaneous.

- a. These Terms of Use, the WMNF Privacy Policy, and any operating rules for the Website or Social Media established by WMNF and published on the Website or Social Media constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. The provisions of these Terms of Use are for the benefit of WMNF and its [third party content providers and]licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.
- b. WMNF is based in the State of Florida in the United States. WMNF makes no claims that the Website or Social Media or any of the content thereon is accessible or appropriate outside of the United States. If you access the Website or Social Media, including any Interactive Area, from any location other than the United States, you accept full responsibility for compliance with all local laws. You are also subject to the United States export controls and are responsible for any violations of United States embargoes or other federal rules and regulations restricting exports.
- c. 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.
- d. If any part of these Terms of Use is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner. The enforceable sections of these Terms of Use will remain binding upon the parties.
- e. The section headings used herein are for convenience only and shall not be given any legal import.
- f. Neither WMNF nor you shall be liable for damages or for delays or failures in performance resulting from acts or occurrences beyond their reasonable control, including, without limitation: fire, lightning, explosion, power surge or failure, water, acts of God, war, terrorism, revolution, civil commotion or acts of civil or military authorities or public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing, or boycotts; inability to secure raw materials, transportation facilities, fuel or energy shortages, or acts or omissions of other common carriers.
- g. For all copyright inquiries, please contact WMNF by U.S. Mail to WMNF 88.5 FM Community Radio 1210 Martin Luther King Blvd. Tampa, FL 33603-4417 AND by e-mail to web@wmnf.org. WMNF respects the rights of all copyright holders and in this regard, WMNF has adopted and implemented a policy that provides for the termination in appropriate circumstances of users[and account holders] who infringe the rights of copyright holders. [DOES WMNF HAVE A COPYRIGHT POLICY?] If you believe that your work has been copied in a way that constitutes copyright infringement, please provide WMNF the following information:
 - 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 WMNF to locate the material;
 - iv. Information reasonably sufficient to permit WMNF to contact the complaining party;
 - 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; and
 - 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.
- d. All other feedback, comments, requests for technical support, and other communications relating to the Website or Social Media should be directed to: web@wmnf.org.

These Terms of Use were last updated on June 20, 2020.