

User Agreement

This page contains the User Agreement ("Agreement") between you and Connecticut Radio Information System, Inc. ("CRIS"), the nonprofit radio reading service. The term "Site" as it is used in this Agreement includes any wireless device optimized version of the CRIS Web site. You may wish to print this page for reference.

In this Agreement, "you" and "your" refer to each user of the Site and, in the case of CRIS Web site and the other CRIS Mobile Services described below, the subscriber of a participating mobile communications carrier on whose behalf you are entering into this Agreement.

This Agreement sets forth the terms and conditions for your use of the Site and the Mobile Services. Your use of the Site and/or the Mobile Services constitutes your agreement to these terms and conditions.

Terms of Use

I understand that CRIS programs are available only to individuals who, due to vision impairment or learning, intellectual, physical or mental health disabilities, are unable to read printed material. I certify that I am eligible to access the programs available on the CRIS Web site because I am print-handicapped.

Privacy Policy

CRIS will take reasonable precautions to protect personal information in its possession from loss, misuse and unauthorized access, disclosure, alteration and destruction. It will use personal information only in ways that are compatible with the purposes for which it was collected or subsequently authorized by the individual. CRIS will take reasonable steps to ensure that personal information is relevant to its intended use, accurate, complete, and current. Please review our Privacy Policy, which is a part of this Agreement and describes how CRIS treats your personal information.

1. Your Rights.

CRIS grants you a non-exclusive, non-transferable, limited right to access, use and display the Site and the Mobile Services and the materials provided thereon, and to download from our Site provided that you comply fully with this Agreement. The contents of the Site and the Mobile Services are only for your personal, noncommercial use. You agree not to interrupt, or attempt to interrupt, the operation of the Site or the Mobile Services or any part of them in any way.

2. Service Charges and Payment.

CRIS may charge you fees available only through the purchase of a subscription ("Subscription-Based On-Demand Services").

Subscription-Based On-Demand Services, at your option, may be paid either monthly or once annually through your PayPal Account. In order to provide you with uninterrupted service, our online Subscription-Based On-Demand Services renew automatically at the end of the applicable subscription period at the rate then in effect. We alert you at the point of offer when a subscription product is offered on an auto-renewing basis. As explained below, PayPal will automatically charge your payment card for an auto-renewing your CRIS subscription **unless you cancel** your subscription by going to your PayPal page and taking the following steps:

1. Log in to your PayPal account.
2. Click **Profile** at the top of the page.
3. Click **Recurring Payments Dashboard** in the Financial Information column.
4. Click **Cancel Enhanced Recurring Payments**.

Or

1. Log in to your PayPal account.
2. Click **Profile** at the top of the page.
3. Click **My Money**.
4. Click **Update** next to **My preapproved payments**
5. Click **Cancel Enhanced Recurring Payments**.

3. Subscriber Payments

(a) You agree to pay, using a valid payment card, which CRIS Radio's PayPal account accepts, the monthly or annual subscription charges to access the Subscription-Based On-Demand Services. CRIS reserves the right to increase fees and surcharges, including fees for Subscription-Based On-Demand Services, or to institute new fees at any time, upon reasonable notice posted in advance on this Site or sent to you based on contact information you provide in your "My Account" page. Notwithstanding the foregoing, if you purchase a Subscription-Based Service on an annual basis, your rate remains in effect throughout the subscription year, and is subject to increase only for subsequent subscription years. If you purchase a Subscription-Based Service on a monthly basis, the rate for that Subscription-Based Service is subject to change at any time for subsequent months, effective upon prior notice to you.

(b) Unless you take action to cancel your auto-renewing subscription through one of the methods described below, CRIS will automatically charge your payment card through your PayPal account to renew your Subscription-Based On-Demand Services. In the event CRIS cannot charge the payment card listed in your account, we reserve the right to terminate your access to the Subscription-Based On-Demand Services purchased through our Site.

(c) You may cancel your subscription at any time subject to the following terms:

If you purchase a one-year Subscription-Based On-Demand Service, which is billed once annually at the time you subscribe, you may cancel at any time during that subscription year by logging into your PayPal account and click "**Profile**" at the top of the page. Then click "**Recurring Payments Dashboard**" in the Financial Information column, and click "**Cancel Enhanced Recurring Payments.**"

- Upon cancellation, CRIS will refund the remainder of your subscription fees on a pro-rata basis that will cover the unused months of your subscription. Partial months will not be refunded.

- If you purchase a monthly Subscription-Based On-Demand Service, which is billed monthly, you may cancel at any time by logging in to your PayPal profile page and follow the steps listed above. Partial months will not be refunded. Upon cancellation, your access to an online Subscription-Based On-Demand Service will terminate on the next monthly anniversary of your subscription date.

(d) In addition to the charges set forth above, you are responsible for all charges associated with connecting to the Site, including without limitation all telephone access lines (including long-distance charges, when applicable), telephone and computer equipment and any service fees necessary to access our Site, including the Subscription-Based On-Demand Services.

(e) For purposes of identification and billing, you agree to provide CRIS with accurate, complete, and updated information required when purchasing a product or service on our Site, including registering for a Subscription-Based On-Demand Service ("Registration Data"). Registration Data may include your name, address, telephone number(s), E-mail address. You may check your "My Account" page to determine whether your Registration Data is current and accurate. You may update your Registration Data at any time through the My Account feature by clicking the My Account link located at the top of the CRIS Radio Kids On-Demand or CRIS On-Demand page and logging in with your username and password. Failure to comply with this provision (including without limitation falsification of any Registration Data) may, at CRIS's option, result in immediate suspension or termination of your right to use our Site, including the Subscription-Based On-Demand Services.

(f) You agree to promptly update your Registration Data in your "My Account" page if you know of or suspect unauthorized use of your Subscription-Based On-Demand Service or other Site service, or in the event of any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or payment card information. In the event of a breach of security on your part, you will remain liable for any unauthorized use of your subscription until you update your Registration Data. If your payment card expires, is canceled, is lost or is subject to use without your authorization, or if

your Subscription-Based Service or other Site service is subject to use without your authorization, go to your PayPal profile page to update your credit card data.

4. Health Content and Usage

The Site and the Mobile Services contain educational information concerning health and safety, diet and nutrition advice, exercise and fitness, and information about treatments and drugs, including alternative medicines. This information is intended for you to use in discussions with your physician or other qualified health care provider. Please note that health or nutrition-related content is for educational use only and is not a substitute for professional medical advice, diagnosis or treatment. Always seek the advice of your physician or qualified health provider with any questions you may have regarding a medical condition. **Never disregard, avoid or delay in obtaining medical advice from your doctor or other healthcare professional because of something you have read on our Site.**

5. Your password.

As part of the registration process for Subscription-Based On-Demand Services and certain other features, you will select a password. This password is for your individual use only. You are solely responsible for maintaining the confidentiality of any password you use to access the Subscription-Based On-Demand Services and other products and features, and agree that CRIS will have no obligations with regard thereto.

6. Information Provided.

You acknowledge that any reliance upon any advice, opinion, statement, or other information displayed or distributed through the Site or the Mobile Services is at your sole risk. CRIS reserves the right, in its sole discretion and without notice, to deny access to the Site or Mobile Services to anyone acting in violation of this User Agreement.

7. Links to Other Sites.

The Site or the Mobile Services may contain links and pointers to other sites on the Internet, which may be maintained by third parties. Such links do not constitute an endorsement by CRIS. CRIS does not control and is not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

8. Mobile Services.

Our Mobile Services include the following products and services accessible via your mobile phone or similar wireless device: (a) the ability to access CRIS Web site; (b) downloadable audio files. In addition to the other general terms and conditions set forth in this Agreement, the following provisions apply specifically to the Mobile Services:

(a) In order to access the Mobile Services, you must have a mobile communications device with paid access to a participating carrier and otherwise have access to a mobile communications network through which the applicable Mobile Services are made available, and any carrier services, such as a data plan, necessary to both access and download content and engage in messaging services.

(b) Your mobile communications carrier's normal messaging, data and other rates and fees will apply to your use of the Mobile Services. You should check with your carrier to find out what plans are available and how much they cost. Your carrier may prohibit or restrict certain Mobile Services and certain Mobile Services may be incompatible with your carrier or mobile device.

9. Financial Responsibility.

You agree not to assign, transfer or sublicense your rights as a subscriber to the Subscription-Based On-Demand Services or any Mobile Services. You agree to be financially responsible for all usage or activity on your Subscription-Based On-Demand Services or Mobile Services account.

10. Indemnification.

You hereby agree to indemnify, defend and hold harmless CRIS from and against any and all liability and costs incurred by CRIS in connection with any claim arising out of any breach or alleged breach of any of your representations, warranties or obligations set forth in this Agreement. You shall cooperate as fully as reasonably required in the defense of any claim. CRIS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you shall not in any event settle any matter without the written consent of CRIS.

11. DISCLAIMER OF WARRANTY.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MOBILE SERVICES AND THE SITE (INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, SUBSCRIPTION-BASED ON-DEMAND SERVICES OR OTHER PAID PRODUCTS OR SERVICES, MATERIALS AND INFORMATION MADE AVAILABLE THEREON OR ACCESSED BY MEANS THEREOF) ARE PROVIDED "AS IS" AND "AS AVAILABLE." CRIS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE OR THE SUBSCRIPTION-BASED ON-DEMAND SERVICES OR MOBILE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE, SUBSCRIPTION-BASED ON-DEMAND SERVICES OR MOBILE SERVICES WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE OR QUALITY, OR THAT THE SITE, INCLUDING FORUMS OR THE SERVER(S) ON WHICH THE SITE IS OPERATED, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

12. LIMITATION OF LIABILITY.

USE OF THE SITE AND THE MOBILE SERVICES IS AT YOUR OWN RISK. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, COMMUNICATIONS, CONTENT, OR OTHER MATERIAL (INCLUDING WITHOUT LIMITATION SOFTWARE) ACCESSED THROUGH OR OBTAINED BY MEANS

OF THE SITE AND THE MOBILE SERVICES.

UNDER NO CIRCUMSTANCES SHALL CRIS OR ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, OR ANY THIRD-PARTY PROVIDER OF TELECOMMUNICATIONS OR NETWORK SERVICES, SITE SOFTWARE OR SITE CONTENT FOR CRIS OR ITS AFFILIATES, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURY AND/OR DEATH, LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO YOUR USE OF OR INABILITY TO USE THE SITE, THE SUBSCRIPTION-BASED ON-DEMAND SERVICES OR THE MOBILE SERVICES, EVEN IF CRIS, ITS AFFILIATES, OR THEIR PROVIDERS OF TELECOMMUNICATIONS OR NETWORK SERVICES, CONTENT OR SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE TOTAL LIABILITY OF CRIS AND ITS AFFILIATES HEREUNDER IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID BY YOU FOR ACCESS TO AND USE OF THE SUBSCRIPTION-BASED ON-DEMAND SERVICES AND THE MOBILE SERVICES. YOU HEREBY RELEASE CRIS AND ITS AFFILIATES FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THESE KINDS OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

13. Termination.

In addition to any other rights of the parties set forth herein, CRIS may cancel or terminate this Agreement at any time. CRIS also reserves the right to restrict, suspend or terminate your access to the

Site and/or the Subscription-Based On-Demand Services and the Mobile Services in whole or in part, without notice, with respect to any breach or threatened breach by you of any portion of this Agreement. If CRIS terminates this Agreement (and therefore your access to the Site) based on a breach of any portion of this Agreement, CRIS reserves the right to refuse to provide access to the Site, the Mobile Services or any Subscription-Based On-Demand Services to you in the future.

14. **Modifications**

(a) To the Agreement.

CRIS has the right to modify this Agreement and any policies affecting the Site and the Mobile Services, including without limitation the No-Commercial Use Policy. Any modification is effective immediately upon posting to the Site or distribution to you via electronic mail, conventional mail or text messaging. Your continued use of the Site or Mobile Services following notice of any modification to this Agreement shall be conclusively deemed an acceptance of all such modification(s). Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of CRIS in providing the Site or the Mobile Services, including without limitation:

- (i) any change in the amount or type of fees associated with the Subscription-Based On-Demand Services.

If you are dissatisfied with any modifications made to this provision or policies or practices of CRIS in providing the Site or Mobile Services, you have the right to cancel your subscription in accordance with instructions provided in Section 2 above.

(b) To the Site and/or Mobile Services.

CRIS has the right to modify, suspend or discontinue the Site, the Mobile Services or any portion thereof at any time, including the availability of any area of the Site and the Subscription-Based On-Demand Services and the Mobile Services. CRIS may also impose limits on certain features and

services or restrict your access to parts or all of the Site or Mobile Services without notice or liability.

15. **General.**

This Agreement constitutes the entire agreement between you and CRIS with respect to the Site and the Mobile Services and, if applicable, your purchase of CRIS's products and services offered through this Site and the Mobile Services (including the Subscription-Based On-Demand Services), and supersedes all prior agreements between you and CRIS. Failure by CRIS to enforce any provision of this Agreement shall not be construed as a waiver of any provision or right. Interpretation and enforcement of this Agreement shall be governed by the laws of the state of New York (excluding its choice of law rules). In the event that any portion of this Agreement is held unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect.

Last updated on Oct. 19, 2011.