

HEARD 107 MEDIA “www.heard107.media” Membership Agreement

This Membership Agreement (the Agreement) is effective August 01, 2023 by and between the Heard 107 Media Support Team, hereinafter referred to as Membership Packages and Policies, accessed via 1 E. Erie Street, Ste. 525-3011 with a business mailing address of 1 E. Erie Street, Ste. 525-3011, Chicago, Illinois 60611 and all current and future members of Heard 107 Media hereinafter referred to as “Member”.

By accessing, browsing, or using the website www.heard107.media website or by selecting “I Accept” during the membership registration, you represent that you have read, understand, and agree to be bound ***by the terms and conditions*** of this Membership agreement hereinafter referred to as Agreement.

1. Nature of Service

Heard 107 Media (The Community) is a social network exchanging personal information between users/members/people. This socialization shall include reading the profile pages of other members and possibly even contacting them through the Website/Community. The Community provides to its members benefits including and not exclusive to: Access to Heard 107 Media’s “exclusive” membership perks, services packages, event discounts, and general membership-user services. The Community works like an online community of internet users.

2. User Registration and Information

Members shall fill in the correct information requested in the User/Membership Registration forms on the site. Members shall select a username and password during the Membership/User registration process. Members shall be responsible for: (a.) all use of the site made by the Member’s username and password, and (b) maintaining the confidentiality of the Member’s username and password. Heard 107 Media and its Professional Team of support commits to protecting the privacy, data, usernames, passwords, and general personal information of all users who register as a member at www.heard107.media.

3. Content

The Content includes messages and other materials posted to forums, groups, or other locations on the Site by the members of the Community. Member(s) of the Community is deemed to grant the Community non-exclusive access to display,

modify, and/or copy the Content in connection with the Site and the Community's guidelines and/or business. Further, the Member(s) is deemed to grant the Community nonexclusive right to modify, display, or remove the Content within the limitation set by the Member during the online publishing process.

4. Release

If the member has a dispute with one or more of other Members, the Member shall release the Community (its officers, directors, agents, staff, subsidiaries, joint ventures, and employees) from claims, demands and damages (inconsequential and consequential) of every kind of nature, known and unknown, arising out of or in any way connected with such disputes.

5. Privacy Policy

Community shall not sell or rent Members' personal information to third parties without Members' EXPLICIT consent. Community shall store and process Members' information on Customer Relationship Management Systems/Company Computers located in the United States that are protected by technological as well as physical security systems or devices. However, the Community shall be permitted to access and/or modify Members' information.

6. Indemnity

Member(s) shall indemnify and hold the Community/Company (and its officers, directors, agents, staff, subsidiaries, joint ventures, and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by the third party due to or arising out of the Member's breach of this agreement, or Member's violation of any law or the rights of a third party.

7. No Agency

No agency, partnership, joint venture, employee-employer or franchise-franchisee relationship is intended or created by this Agreement.

8. Terminating Membership

Member(s) shall choose to retire or delete the published content from the Community's site and it shall be no longer available to other visitors/members. Terms regarding the status of uploaded content shall remain applicable when the Member chooses to terminate the membership. Contents posted to the site posted to the site, other than published content, shall not be deleted or retired as a result

of the Members termination of termination. The Content may remain in the “user’s history” within the internal systems of the Website indefinitely for the records of the Website but not made public to general users of the Community.

9. Governing Law

This Agreement shall be construed under and governed in accordance with the laws of Illinois, and/or the state of Members’ residential location.

10. Arbitration

Any dispute arising under this contractual agreement shall be resolved under commercial arbitration rules of the American Arbitration Association.

11. Limitation of Liability

Members shall not hold Community responsible for other user Members’ content, actions, or inaction, but instead, shall follow the process of reporting content, online behaviors, or hateful speech utilizing the “Report” feature on the website.

MAILING ADDRESS:

HEARD 107 MEDIA
1 E. ERIE STREET, STE 525-3011
Chicago, Illinois 60611