

# Guidelines and FAQs for Sharing the Story of a Woman You Admire to Our Women's Work Campaign

## Overview – Why Do Shared Stories Matter?

Connecticut Public is creating an expansive online gallery from stories shared with us through social media postings and direct contributions via our website, CPTV.org. Part of Connecticut Public's [Vision and Mission](#) is to highlight the inspiring and curious citizens of the state. The goal of this project is to inspire women and girls through engaging personal narratives and an architecture of participation that sparks ongoing conversations about the roles of working women in their lives.

This is a user-generated content project that aligns with our original documentary and short video series [Women's Work: Stories Behind the Movement](#). The series collects and elevates the stories of individual women to tell the larger story of women's work through their achievements, challenges and reflections across many fields of endeavor. Connecticut Public invites our audience to be their own storytellers and to place the stories of women who inspire them front and center.

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**IMPORTANT:** Please read the **Guidelines** below to make sure you understand how to freely contribute your story content and how it may be used by Connecticut Public. Your content may be featured on CPTV.org, and on other Connecticut Public websites, social media accounts and broadcasting services.

*All content and contributed submissions will be reviewed and curated by Connecticut Public Community Managers. Content deemed inappropriate will be rejected and will not appear on the website.*

For more information, refer to [Connecticut Public's Privacy Policy & Terms of Use](#).

**Guidelines for Minors:** You must be at least eighteen (18) years of age to submit any user-generated content materials on or through Connecticut Public

services, including this project and this platform. If CPBI, Inc. learns that it has received or collected any personally-identifying information from a child under the age of 18, we will remove that information as soon as possible.

**What are the types of stories I should submit?**

*Tell your own story* in your own voice. Honor a sister, friend, mentor, mother or any woman who has made an impact on YOUR life. Tell us about what they did for you. Tell us why you have chosen to honor this particular woman. What have you learned from her? What lessons have you taken away from knowing this person?

**What makes a good story?**

We're seeking all kinds of authentic stories told in your own voice with your own original images, audio or video. Make your story personal and make it concise. Tell the truth about yourself and your feelings, and remember to be respectful of others' privacy in the story or images you submit. We will assume you have informed anyone mentioned in your story that they may be included in this project, and that you have permission to do so.

**Which types of media can I submit?**

Stories can be written text, photos, video and audio recordings or any combination of media. Please *only* submit materials that you own – photos or video that you made, stories you wrote yourself, etc. If you tell your story with text, a photo is helpful.

**What happens after my content is submitted? When will it be visible on the site?**

After stories are submitted either through social media or via direct upload, Connecticut Public Community Managers will review and curate the content. Connecticut Public will reject or remove content that contains inappropriate language, threats, attacks, name-calling, promotional material, or is off topic. Users should only submit content that they own. We recommend using only first names. Content should be free of commercial mentions, branding or logos. After a story is submitted, we cannot and will not edit your content for spelling, accuracy, length, etc. Content may be also rejected if the production quality is deemed too poor for publication (e.g. very blurry photos or inaudible voices, etc.)

You will receive an email to notify you when your story post is visible. This may take several days so please be patient. You will only be notified if your story has been accepted for publication.

**Why would the story I submit be rejected?**

Connecticut Public will not post content that contains inappropriate language or content, threats, attacks, name-calling, promotional material, or off-topic material.

Please only provide your *first name* where prompted to in the submission tool, as we cannot display full names. Providing both first and last name in the upload tool will cause your story to be rejected. Your story will also be rejected if you submit materials whose rights are owned by others, such as a book excerpt or a copyrighted song.

**Why do you need my email address?**

You will receive an email if your content is approved for posting on the site, or if we need confirmation of your granting Connecticut Public usage rights. Please only provide your email address where prompted to in the tool, as this will not be made public. Please do not provide your email address in the body of your story, as doing so will cause your post to be rejected. Connecticut Public (CPTV and WNPR) will not sell, rent, or disclose your email address to third parties unless otherwise notified.

**I'd like to share my story on social media, how do I do that?**

You can share your story on the [official Sharing Connecticut Facebook](#) page using the hashtag **#RAISEHERUP**.

You can share multiple stories if you wish — either on social media or by using the upload tool on our website at [cptv.org/womenswork](http://cptv.org/womenswork).

**What do you mean by the term “user-generated content or UGC?”**

*User-generated content* (UGC) is a term referring to any form of content such as video, text, social-media posts, digital images, audio files, and other forms of media created by (typically unpaid) consumers or end-users of an online service that is made publically available to other consumers and end-users.

**Is Connecticut Public paying for these stories?**

No. Anyone contributing a personal story to this project should have no expectation of payment for their work. Contributors are making a free and voluntary choice to share the rights to publish their content with Connecticut Public Broadcasting, Inc. and the general public audience in accordance with our [Terms of Use](#).

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# Usage Rights

Thanks for submitting your story content to Connecticut Public! We hope that others will enjoy viewing it on it on our websites, social media channels, and other forms of media. As you consider allowing Connecticut Public to use your User Content, we want to make sure you know exactly how we intend to use it. “User Content” refers to the specific posts, photos, pictures, images, videos, materials or other user-generated content or information which you are sharing with us for purposes of this content project.

**By replying to our request with [\[#approve\]](#) and providing your permission, you are affirming that you alone created or own the User Content and no one else has any rights to it or could claim they own it or that it infringes on rights of others.** If there are people in the User Content other than yourself, you are also affirming they are over 18 and they know you are giving us permission to use the User Content, and have consented to it being used by Connecticut Public pursuant to this license.

You will continue to own the User Content. You are giving Connecticut Public a non-exclusive license to use the User Content which can't be revoked by you except where permitted by law. Connecticut Public will have the right to reproduce the User Content in any form (including, but not limited to, video, internet posting, reproduction, display, email, publication, and distribution), either through our own services or services provided by third parties, throughout the world in perpetuity in any medium now known or later developed and without restriction or limitation. Also, if you posted your User Content with your real name, username, caption, location information or other identifying information, you agree we may use that information with your User Content. The User Content and other information may be used for our own editorial and promotional purposes and Connecticut Public may use the User Content either alone or in conjunction with sketches, cartoons, captions, films, art work, textural matter, materials written by us or others, or other photographs. You understand that you won't have the right to approve how we use your User Content. Connecticut Public will make reasonable efforts to give you credit for your User Content if Connecticut Public uses it. You agree that such credit is not mandatory and your permission for us to use your User Content is not contingent upon such credit being given or any fees being paid to you.

You also understand that by granting us permission to use your User Content, you are at least 18 years of age, and release Connecticut Public and its

affiliates, their employees and officers, and any third party services that use your User Content from any and all claims, actions or proceedings of any kind, and from any and all damages, losses, costs and expenses, including reasonable attorney's fees and expenses relating to or arising out of the use of your User Content as contemplated by this license.

If you don't agree to these terms, we completely understand and no further action is required.

Thanks again and please contact us at [usercontent@ctpublic.org](mailto:usercontent@ctpublic.org) if you have any questions.

## UPLOAD YOUR STORY »

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### Privacy Policy and Terms of Use

Connecticut Public (CPBN)'s Privacy Policy discloses the information gathering and dissemination practices of the CPBN Services. This Privacy Policy refers solely to the CPBN Services. Please read it carefully and note that the CPBN Services may contain links to various third party sites. Please consult these sites to learn more about their privacy policies.

#### (A) Gathering of Information

(1) **General.** CPBN collects personal information through CPBN.org (including [cptv.org](http://cptv.org), [wnrp.org](http://wnrp.org), and [cptsports.org](http://cptsports.org)), but only when voluntarily provided by visitors to these sites.

(2) **Personally Identifiable Information.** CPBN collects personally identifiable information, such as your name, your e-mail address, your telephone number, and/or your credit card information, from the CPBN Services for a variety of purposes. This personally identifiable information is provided by you voluntarily and you may voluntarily supply this information in connection with (i) registration for contents, sweepstakes and ticket giveaways, (ii) registration for sites or services which require registration (such as subscribing to email newsletters or commenting on stories or social media networks), (iii) making an online donation, (iv) sending correspondences to CPBN, (v) submitting a photo or other User Generated Content, and (vi) e-commerce transactions. CPBN will not collect personally identifiable information from you, other than what you supply on a voluntary basis.

(3) **Social Networking.** CPBN may ask visitors to provide personal information for other limited uses specified at the time the information is gathered. Any information you submit on or through social networking features, as part of a story, blog comments forums or discussions, or in response to CPBN's request for User Generated Content may become public, including the full name and/or nickname you provide when submitting.

(4) **Non-personally Identifiable Information.** CPBN may collect non-personally identifiable information, such as IP addresses and cookies, which includes tracking information collected as you navigate or use the CPBN Services. Additionally, within CPBN's mobile sites and applications, including any feature of these sites and applications ("CPBN Mobile Services"), CPBN collects a device's operating system, phone model, application version, automobile make, and content preferences. CPBN also may collect in the future geolocation data through the CPBN Services. Geolocation data consists of general location information based on latitude and longitude, rounded to a few miles radius, or based on IP addresses.

(a) Like all Webservers, CPBN's Webserver automatically creates log files for each visitor who accesses the CPBN Services. These "access logs" allow us to improve and make our site and services more useful to our visitors. By reviewing these logs, we can better understand our visitors, which allows us to improve the

Services, the site and to provide you with an optimal experience and better service. At no time do the logs reveal your name, address, or email address, even if you have entered these in other areas while using the Service. The CPBN Service pages cannot extract any personally-identifiable information about you.

(b) As is common practice among web sites, we use “cookies” and similar technologies. In general, cookies — the informational files that your web browser places on your computer when you visit a website — are used to track and analyze how you and other visitors use our Site. We use these cookies in order to improve the CPBN Services, to identify the source of visitors and what pages your using of the CPBN Services, to offer visitors interactive and/or personalized features that would not be possible without the cookies, to recall specific information to save visitors time when they return to use the CPBN Services, to provide our sponsors targeted sponsorship opportunities, to provide visitors customized sponsorship messages or list of customized videos of interest, and to identify usage and statistical trends. By looking at this traffic we can better understand our community, which allows us to improve the CPBN Services and to provide you with an optimal experience and better service. Our sponsorship service vendors, which serve sponsorship messages onto our site, and third party vendors that measure and analyze the use of the CPBN Services for us, may also use their own cookies. At no time does the cookie reveal your name, address, or e-mail address (even if you have entered these in specific areas of the Site). The CPBN Services pages cannot extract any personally identifying information about you from what we receive via a cookie and your browser.

(c) Opt-Out. If you so choose, you may set your browser preferences to refuse cookies or alert you when cookies are being sent. However, some parts of the CPBN Services may not function properly if you do so. Opting out is cookie-based and will only affect the specific computer and browser on which the opt-out is applied. If you subsequently delete your browser cookies, you will need to opt-out again.

#### **(B) Use of Information**

(1) CPBN, or any third party vendor acting on CPBN's behalf to assist in delivering and operating the CPBN Services, will not willfully disclose any personally-identifiable information about online users or website visitors to any non-affiliated third party without first receiving the user or visitor's permission or unless required by law.

(2) The use of personally-identifiable information is limited to the following activities, should they exist currently or become available in the future: managing and administering the CPBN Services; responding to user messages; listing name and location (city, state and/or country) information provided by users when broadcasting or publishing User Generated Materials; fulfillment of purchases made through the CPBN Services; offering access to CPBN tours and events; contest management; editorial purposes such as contacting users for an online survey; sending CPBN e-mail newsletters and other communications, including marketing and promotional communications, from CPBN or CPBN member stations to users who have 'opted in' to the receipt of such communications; other internal CPBN or CPBN member station purposes; and other purposes specified at the time the information is gathered. Any geolocation data collected through CPBN Services is used to offer relevant content, including content from nearby Member stations to the visitor. CPBN may contact users regarding their submissions in certain circumstances.

(3) Social Networking. Any information that you disclose when participating in the CPBN social networking features, forums or discussions, such as your full name and any nickname, is likely to become public. This information may be posted on the CPBN Services and on the platform of CPBN's third party discussion services vendor. In addition, CPBN, its member stations and their licensees, may use, copy, sublicense, modify, transmit, publicly perform, display, create derivative works of, host, index, cache, tag, encode, and/or adapt any User Generated Content, and any information contained therein, in any and all media formats or channels, whether now known or hereafter devised, including, but not limited to, the CPBN Services, CPBN member station web sites and services, other third party web sites and services, over the air (on radio or television), and on mobile platforms. If you send User Generated Content to CPBN through the CPBN Services, we may print the User Generated Content, or an excerpt from the User Generated Content, on the CPBN Services, read them on air, or otherwise publish them in any other medium, together with your name and location (city, state and/or country) if you provide that information to CPBN.

(4) Opt-out. If you do not want your personally-identifiable information to be collected or used for any of the above-mentioned purposes, please do not provide it (please note that opting out of providing some personally-identifiable information may cause you to not be able to use or participate in certain features of the CPBN Services).

(5) CPBN does not sell, exchange, or lend email addresses with any third party unless specified and the user consents at the time of the submission.

(6) CPBN reserves the right to send you email relating to CPBN Services or account status. This may include order confirmations, notices of credit card problems, other transactional emails and notifications about

major changes to the CPBN Services and/or to this Privacy Policy. If you have registered for online discussions or other services or newsletters, you may receive email specific to your participation in those activities.

(7) CPBN offers and may offer in the future several e-mail newsletters and emails. We will always provide a clear and convenient method of unsubscribing to our e-mailings. If you no longer wish to receive a specific newsletter, follow the "unsubscribe" instructions located in each newsletter or email, or go to the Site's Contact Us page and send us a message. We will update our records as soon as possible.

(8) CPBN, with the assistance from time to time of its third party service vendors, uses non-identifying aggregate information to analyze use of and better design the CPBN Services and to share with third parties in aggregate form only as appropriate. For example, we may tell a third party that a certain number of users accessed a particular video on a site. However, we will not disclose any information that could be used to identify those users.

#### (C) Security of Information

CPBN has in place what it believes to be appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect online. Credit card information submitted to any of CPBN Services is protected against unauthorized use by Secure Sockets Layer (SSL) security features. The SSL protocol is the industry standard method for creating an encrypted, secure connection between your web browser and a web server, such as the Site's server. You should, however, keep in mind that no Internet or e-mail transmission is ever fully secure or error free. Because most e-mail is not encrypted, you should take special care in deciding what information you send to us via e-mail.

#### (D) Guidelines for Minors

(1) Under 13: If you are under thirteen (13) years of age, please do not send any information about yourself, including your name, address and/or email address. If CPBN learns that it has collected any personally-identifiable information from a child under the age of 13, we will remove that information as soon as possible. Any portion of CPBN Services that are directed to children under the age of 13 comply with COPPA (Children's Online Privacy Protection Act Standards) which are in addition to CPBN's Terms of Use and Privacy Policy.

(2) Ages 13-18. You must be at least eighteen (18) years of age to submit any User Generated Content on or through the CPBN Services, participate in any online contests, or place an order at the CPBN shop. Visitors between the ages of 13 and 18 must obtain permission from their parents or guardians before registering for email newsletters or other features of the CPBN Services or otherwise sending any personally-identifying information.

#### (E) Acceptance of this Privacy Policy

By using the CPBN Services, you signify agreement to the terms and conditions of this Privacy Policy. If you do not agree, please do not use the CPBN Services. CPBN reserves the right to change this Privacy Policy. Any changes to the Privacy Policy will be posted to this page as soon as reasonably possible. Please check this page periodically. Your continued use of the CPBN Services following the posting of any changes to these terms shall mean that you have accepted those changes.

#### (F) Links to Other Sites and Services

CPBN Services contain links to other site, application and services maintained by third parties that may have different privacy policies from CPBN. In some cases, the CPBN Services may include certain embedded tools that are provided and controlled by third parties and governed by the policies of third parties. You should only use these third party tools if you agree to their respective terms and policies.

The CPBN Services include or may include in the future a tool that allows you to sign in or share content using information from your account with a third party service, such as various social networking sites. Please be aware that those third party services are unrelated to CPBN and your use of the third party services is subject to the terms and policies of those services.

(Dated as of December 6, 2013.)

Terms of Use

Introduction: Consent to Terms

The following terms and conditions (known hereafter as “Terms”) govern use of CPBN.org, CPBN’s mobile sites and applications, any other CPBN site, applications of services, or any features of these sites, applications and services (collectively known hereafter as the “CPBN Services”). Please read these Terms carefully. By using the CPBN Services you agree to be bound by these Terms and Privacy Policies. If you do not agree to these Terms or Privacy Policies, please exit the Site and do not use any of the CPBN Services.

Please note that these Terms are separate and distinct from the terms of use and privacy policies governing the websites, applications and services of CPBN’s member stations, and other websites, application and services that may link to or from the CPBN Services.

#### **(A) Restrictions**

(1) **Age.** You must (i) be at least eighteen (18) years of age, or (ii) be an emancipated minor, or, (iii) if you are not eighteen (18) but are over the age of thirteen (13) have the permission of your parent(s) or legal guardian(s), to register and/or use CPBN Services, submit any User Generated Content (defined below) or personally-identifying information on or through CPBN Services; participate in any online contests (unless otherwise noted in the contest rules). If you are between the ages of 13 and 18, you may browse the CPBN Services or register for email newsletters or other CPBN Services with the consent of your parent(s) or legal guardian(s) provided you do not submit any User Generated Content. If you are under 13, please do not send any information about yourself, including your name, address or email address. If we discover that we have collected any personally-identifying information from a child under the age of 13, we will remove that information from our database as soon as possible.

(2) **Personal, Non-Commercial Use Only.** The CPBN Services can only be used for personal, non-commercial purposes. For complete clarity, this clause means that the CPBN Services may not be used in any commercial tie-in (use of any content in the CPBN Services in connection with marketing merchandise or services and/or in connection with premiums or promotions, or use of the CPBN Services in order to gain advertising or subscription revenue. You cannot charge anyone for the CPBN Services or the content therein. You cannot incorporate the CPBN Services into a product that you sell or exchange in return for consideration of any kind. You cannot use the CPBN Services to advertise or promote a product. You cannot submit any material containing any solicitation of funds, advertising, promotion, solicitation of goods and services or recruiting. You may not use the CPBN services for political campaigning, recruiting votes, or soliciting support for legislative or other initiatives. In addition, you cannot use any of the CPBN Services in a defamatory, derogatory or offensive manner.

#### **(3) Use.**

(a) You may not circumvent, disable or otherwise interfere with security-related features of the CPBN Services or features that prevent or restrict use or copying of any content. You further agree not to reverse engineer or jeopardize the correct functioning of the CPBN Services to attempt to gain access to secured portions of the CPBN Services to which you do not possess access rights.

(b) You may not collect or harvest any personally identifiable information from the CPBN Services, nor use the communications system that may now, or in the future, be provided by CPBN Services, which includes but is not limited to, blogs, discussion boards, comments, questions and answers.

(c) You may not use the CPBN Services to generate unsolicited email advertisements or SPAM, to conduct or promote any illegal activity, for political campaigning, or for soliciting support for legislative or any other initiatives.

(d) You may not remove, copy, alter, reproduce, modify, create derivative works of, republish, post, publicly perform, publicly display, broadcast, download, transmit, distribute, license or commercially exploit, in whole or in part, the content of the CPBN Services, except as expressly permitted or by the respective content owner as indicated in any end user license agreement that accompanies such content, and provided that you include without modification all copyright and other proprietary notices contained in the content.

#### **(B) User Generated Content**

(1) **Definition.** The CPBN Services now or in the future may permit the submission of videos, images, textual content or other content submitted by you and other users.

(2) You shall be solely responsible for your own User Generated Content and the consequences of CPBN posting, publishing or otherwise distributing such content. You may not submit any User Generated Content anonymously or under a false name or a false e-mail address. You may not impersonate another user or provide any false information about yourself.

(3) By submitting User Generated Content on or through CPBN Services, you affirm, represent, and/or warrant that: (i) you own or have the necessary licenses, rights, consents and permissions to upload, use

and authorize CPBN to use all patent, trademark, trade secret, copyright and other proprietary rights, including privacy and publicity rights, in and to any User Generated Content to enable inclusion, distribution and use of the User Generated Content in the manner contemplated by the CPBN Services and these Terms: (ii) you have the written consent, release, and/or permission of each and every identifiable individual person in the User Generated Content to use the name or likeness of each and every such identifiable individual person to enable inclusion, distribution and use of the User Generated Content in the manner contemplated by the CPBN Services and these Terms; (iii) the User Generated Content is your own original work and that you own or control the necessary rights to enable inclusion, distribution and use of the User Generated Content in the manner contemplated by the CPBN Services and these Terms; (iv) the User Generated Content does not in any way violate any laws, rules or regulations, (v) the User Generated Content is not in any way derogatory, abusive, defamatory, invasive of privacy or publicity rights, harmful to children, vulgar, profane, lewd, obscene, offensive, pornographic, threatening, harassing, violent, racist, or hateful, nor does it encourage conduct that would be considered a criminal offense, or give rise to civil liability; (vi) the User Generated Content does not violate or infringe upon the rights of any person or entity whatsoever; (vii) the User Generated Content is not an endorsement, express or implied, of any party, product, or other entity and (viii) you have not received payment or consideration of any kind for submitting the User Generated Content on or through CPBN Services.

(4) Unless you enter into a separate written agreement with CPBN, CPBN does not claim ownership in User Generated Content you submit; however, by submitting the User Generated Content to CPBN, you hereby waive any and all moral rights in connection with the User Generated Content and you automatically grant CPBN and its licensees, a perpetual, worldwide, non-exclusive, royalty-free, and transferable license to use, reproduce, distribute, sub-license, modify, create derivative works of (including without limitation, to rename, edit, shorten, if video – split the videos into different segments, and use the entire User Generated Content or segments thereof), publish, transfer, transmit, publicly display, publicly perform, host, index, cache, tag, encode, and/or adapt the User Generated Content in any and all media formats and channels, including, but not limited to, the CPBN Services (including the advertisement and promotion thereof), third party licensee websites, over the air (on radio or television), and on mobile platforms, without payment and without further consent or notice to you. You further grant CPBN and its licensees the right to contact you in connection with your User Generated Content and to use your name, city and state or province and other information that you have provided in connection with the User Generated Content.

(5) You also hereby grant each user of the CPBN Services a non-exclusive license to access your User Generated Content through the CPBN Services, and to use, reproduce, distribute, create derivative works of, publish, transfer, transmit, publicly display and publicly perform such User Generated Content (in whole or in part) as permitted through the functionality of the CPBN Services and under these Terms.

(6) CPBN does not permit the infringement of intellectual property rights, including copyright, and CPBN will remove User Generated Content (and any other content) if properly notified that such Content infringement on another's intellectual property rights. CPBN reserves the right to remove User Generated Content (and any other content) without prior notice.

(7) CPBN does not and cannot now or in the future review all User Generated Content submitted and is not responsible for any User Generated Content submitted by you or others on or through the CPBN Services. CPBN does have the right (but not the obligation) to review, screen, delete, edit and/or move any User Generated Content that it deems, in its sole discretion, to be in violation of these Terms or for any other reason, as determined in CPBN's sole discretion.

(8) CPBN is not responsible or liable for any User Generated Content submitted by you or any third party on or through CPBN Services. CPBN does not verify the accuracy of statements that users make or place on or through the CPBN Services and does not guarantee that any User Generated Content has been submitted with the permission of the copyright or proprietary owner or are otherwise in compliance with these Terms.

(9) By using the CPBN Services, you agree to abide by these Terms. You acknowledge that CPBN has the right (but not the obligation) to review, screen, delete, edit, or move content or materials that it deems, in its sole discretion, to be in violation of these Terms or for any other reason. You further acknowledge that CPBN has the right to limit or terminate your or any other person's, access to or registration in the CPBN Services for any reason, in its sole discretion, including the violations of these Terms.

#### **(C) Copyrights**

(1) All rights, including copyright and database right in the contents of the CPBN Services (including all text, images, software, illustrations, artwork, high resolution photography, video clips, audio clips, any after sales-material, and ancillary materials) are owned by or licensed to CPBN or CPBN's member stations and

other producers or providers or programs or cotenant to CPBN (“Content Providers”), or otherwise used by CPBN as permitted by applicable law or agreement and are protected by U.S. and international copyright laws.

(2) You may not reproduce, distribute, republish, upload, transmit, display, prepare derivative works of, publicly perform, sell, transfer, assign, license or use for commercial purposes any copyrighted material on the CPBN Services without the prior written consent of CPBN, except as provided below. All rights not expressly granted in these Terms or reserved to CPBN.

(3) You may copy, download one copy on a single computer, and print a limited amount of content from the CPBN Services for your personal, non-commercial use only, provided that (i) you include without modification all copyright and other proprietary notices contained in the content, (ii) you do not modify the content (iii) you do not use the content in a manner that suggests CPBN promotes or endorses your, or any other third party’s causes, ideas, website, products or services, and (d) you do not use the content in any way that is unlawful or harmful to any other person or entity.

(4) You may use widgets and tools on the CPBN Services that allow selected User Generated Content to appear on your personal, non-commercial website, weblog or other applications, subject to the conditions in the above clause.

(5) No quotes from any material on the CPBN Services may be used in any media without attribution to CPBN.

(6) You may use the Content Feeds, APO Content, Podcasts, CPBN Media Player, and other features of the CPBN Services only as expressly permitted in the relevant paragraphs below in these Terms of Use. Any other use of CPBN content requires prior written permission from CPBN.

(7) Permission requests, including print republishing requests, can be acquired by contacting CPBN and then agreeing to the print syndication terms as described in the syndication usage page.

#### **(D) Trademarks**

All trademarks, service marks, and trade names are proprietary to CPBN, its member stations or its content providers, unless otherwise noted, in which case they are the trademarks service marks, and/or trade names of the respective owner as indicated by the mark, as the case may be. All rights are reserved by their respective owners. You may not use any CPBN-provided service marks, trade names, logos or graphics, without CPBN’s written consent, except that you shall have the right, and obligation to use any CPBN or other content provider service mark or name included in, or required to be used in connection with, Content or other functionalities of the CPBN Services, subject to the requirements set for in these Terms.

#### **(E) Links to CPBN Services**

CPBN encourages and permits links to certain content on the CPBN Services. However, CPBN is an organization committed to the highest journalistic ethics and standards and to independent, non-commercial journalism, both in fact and appearance. Therefore, the linking should not (i) suggest that CPBN promotes any third party’s causes, ideas, websites, products or services, or (b) use CPBN content or inappropriate commercial purposes or in any way that is unlawful or harmful to any other person or entity. CPBN reserves the right to withdraw permission for any link.

#### **(F) Links to Third Party Sites and Services**

(1) The CPBN Services may contain links to third party web sites, applications and services maintained by third parties, over which CPBN has no control. CPBN does not endorse the content, operators, products or services of such third party sites, and CPBN is not responsible or liable for the content, operators, availability, accuracy, quality, advertising, products, services or other materials on or available from such third party sites. CPBN is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, products or services available on or through such third party sites.

(2) In some cases, the CPBN Services may include certain embedded tools provided and controlled by third parties and governed by the terms and policies of the third parties. You should only use these third party tools if you agree to their respective terms and policies.

#### **(G) Content Feeds**

(1) CPBN may provide content feeds on or through the CPBN Services, consisting of a selection of headlines, summaries or text blurbs, and links to full stories, which are delivered to users using Really Simple Syndication technology, other XML (eXtensible Markup Language) technology, or other syndication technology (collectively, the "Content Feeds"). Such Content Feeds may be made available for personal, noncommercial use or for noncommercial use on the website, weblog or similar application of a nonprofit corporation which is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code and which is not a news, broadcast or multimedia organization ("501(c)(3) Nonprofit Corporation"). You may display, excerpt from, and link to such Content Feeds on your personal website, blog, or similar application for personal, noncommercial purposes or on your 501(c)(3) Nonprofit Corporation website, weblog, or similar application for noncommercial purposes, provided that (a) the links redirect the user to the CPBN Services when the user clicks on them, (b) you do not insert any intermediate page, splash page or other content between the links and the applicable CPBN Services page, (c) the use or display does not suggest that CPBN promotes or endorses any third party causes, ideas, websites, products or services, (d) the fundamental meaning of the content contained in the Content Feeds, including the headlines and summaries, is not changed or distorted, and (e) you do not modify the stories or other content that are linked to by the Content Feeds. If you display an entire Content Feed on your personal or 501(c)(3) Nonprofit Corporation website, weblog or similar application, (a) you may not redistribute the Content Feed, and (b) you must provide attribution to CPBN or the relevant Content Provider adjacent to the Content Feed, by including "CPBN News Headlines" or "CPBN" or the name of the relevant Content Provider in text adjacent to the Content Feed. Any other use of CPBN's trademarks or service marks, the names or service marks of any Content Provider, or of the Content Feeds requires the prior written permission of CPBN. For use of the stories or other content that are linked to by the Content Feeds, please see the Copyrights section of these Terms.

(2) CPBN may withdraw Content Feeds at any time. Upon request, you shall promptly cease all use of, and remove from your website(s) or other platforms, any Content Feed identified by CPBN.

#### (H) Podcasts

CPBN provides podcasts (the "Podcasts") consisting of selected content that is provided using an XML feed and associated audio file so that the audio file may be downloaded and played from a user's computer, mobile device or other portable listening device. Podcasts are available for personal, noncommercial use only. You may download, copy and/or transfer to a mobile or portable listening device the Podcasts for your personal, non-commercial use only, provided that you do not modify the content. You also may link to Podcasts from your website, blog or similar application, as long as (a) the links redirect the user to the CPBN Services when the user clicks on them, (b) you do not insert any intermediate page, splash page or other content between the links and the applicable portion of the CPBN Services, (c) the linking does not suggest that CPBN promotes or endorses any third party's causes, ideas, websites, products or services, (d) you do not use CPBN content for inappropriate commercial purposes, and (e) you provide attribution to CPBN adjacent to the link.

#### (I) Mobile Services

CPBN does not charge you for the use of its mobile sites, applications and services or any features of these sites, applications and services ("CPBN Mobile Services"). Please check your wireless plan, however, because your carrier's per-minute, text messaging, and data or other charges may apply. You acknowledge that streaming media can result in high data usage and may lead to excess data charges. You consent to your downloading and use of the CPBN Mobile Services notwithstanding the potentially high data usage. You must provide at your own expense the equipment and connections needed for you to use the CPBN Mobile Services, and you agree that you are solely responsible for any costs you incur to access the CPBN Mobile Services, including any excess data charges. You should keep in mind that the use of the CPBN Mobile Services to send content to another person via e-mail or SMS (Short Message Service) or text message may result in wireless charges to both the sender and the receiver. You agree to obey all laws related to operation of the motor vehicle during use of the CPBN Mobile Services.

#### (J) Representations and Indemnity

CPBN expects all users to adhere to our content policies as described in these Terms. However, you may be exposed to content that violates our policies or is otherwise offensive through the use of the CPBN Services. Your use of the CPBN Services is at your own risk. You agree that CPBN is not liable for content that is provided by others. We take no responsibility for your exposure to content on or through the CPBN Services whether it violates our content policies or not. You understand that the information and opinions in content uploaded by third parties represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect CPBN's beliefs or editorial positions. You hereby release and waive any and all claims, causes of action and/or liability against CPBN arising from or in connection with your use of the CPBN

Services, the Content and/or any other material provided by the CPBN Services. You also agree to defend, indemnify, and hold harmless CPBN, its trustees, officers and employees from and against any and all causes of action, claims or liability, including costs and attorney's fees, arising from or in connection with your use of the CPBN Services, your provision of User Generated Content to or through the CPBN Services, or failure to abide by applicable law or these Terms.

**(K) Disclaimer of Warranties**

THE CPBN SERVICES, THE CONTENT AND OTHER RELATED MATERIALS PROVIDED BY AND THROUGH THE CPBN SERVICES ARE PROVIDED ON AS "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CPBN DOES NOT WARRANT THAT THE CPBN SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOR DOES CPBN MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE CPBN SERVICES OR ENDORSE, RECOMMEND, OR MAKE ANY WARRANTIES AS TO THE CONTENT, INFORMATION, MATERIALS, USER MATERIALS, FEATURES, SERVICES, PRODUCTS, OPINIONS OR STATEMENT AVAILABLE ON OR THROUGH THE CPBN SERVICES OR THROUGH LINKS ON THE CPBN SERVICES.

**(L) Limitation of Liability**

UNDER NO CIRCUMSTANCES WILL CPBN, ITS DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS OF THIRD PARTY PROGRAM PRODUCTERS AND CONTENT PROVIDERS BE LIABLE (I) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT MAY RESULT FROM THE USE OR INABILITY TO USE THE CPBN SERVICES, INCLUDING WITHOUT LIMITATION USE OF OR RELIANCE ON THE CONTENT AVAILABLE ON OR THROUGH THE CPBN SERVICES, INTERRUPTIONS, ERRORS, DEFECTS, MISTAKES, OMISSIONS, DELETION OF FILES, DELAYS IN OPERATION OR TRANSMISSION, NON-DELIVERY OF CONTENT, DISCLOSURE OF COMMUNICATIONS, OR ANY OTHER FAILURE OF PERFORMANCE; (II) RELATING TO ANY CONTENT OR PRODUCTS AVAILABLE OR SOLD ON OR THROUGH THE CPBN SERVICES, OR (III) IN CONNECTION WITH ANY THIRD PARTY CONTENT OR MATERIALS (INCLUDING USER GENERATED CONTENT) OR THE DEFAMATORY, INFRINGING, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL CPBN, ITS DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS OR CONTENT PROVIDERS BE LIABLE FOR ANY AMOUNT IN EXCESS OF \$100.

**(M) Digital Millennium Copyright Act (DMCA) Notices; Copyright Agent**

**(1) Copyright Claim:** CPBN respects intellectual property rights. If you are a copyright owner or an agent of a copyright owner and you believe that your work has been used in a way that constitutes copyright infringement by any content or material available by and through the CPBN Services, you may submit a notification to CPBN's Designated Agent to the Digital Millennium Copyright Act ("DMCA") section 17 U.S.C. 512(c)(3). All notifications of claimed copyright infringement should be forwarded to CPBN's Designated Agent:

Name:

Address:

Fax:

Email:

According to 17 U.S.C. 512(c)(3), any copyright infringement notification must include:

- (a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (b) 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;
- (c) 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 the service provider to locate the material;
- (d) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- (e) 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

(f) 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. You acknowledge that if you fail to comply with all of the above requirements, your notice may not be valid pursuant to the DMCA.

(2) Counter-Notice. If any of your User Generated Content has been removed or disabled because of a matter of possible copyright infringement, and you believe that your Content is not infringing or that you have the authorization from the copyright owner or the copyright owner's agent, you may send a counter-notice containing the following information to the Designated Agent:

(a) A physical or electronic signature of the subscriber.

(b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.

(c) A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.

(d) Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the District of Connecticut, and a statement that you accept service of process from the person who provided notification of the alleged infringement.

(N) Miscellaneous

(1) Disclosure of Online Communications. You are cautioned that any online communications may not be fully confidential. In addition, you should be aware that federal postal regulations do not protect electronic mail. You should be aware that some administrative personnel of CPBN may, in the course of their regular duties, have access to communications required by law.

(2) Rogue Programming and Viruses. CPBN is not responsible for any computer virus, trojan horse, timebomb, worm, or any other rogue programming ("Rogue Programming") that may be contained in any of the Content (including User Generated Content), material or software contained on or through the CPBN Services. CPBN has no obligation to detect the presence of any Rogue Programming. Any downloading of software or other materials or any other use of the Content (including User Generated Content) on the CPBN Services is at your risk, and you are advised to take adequate precautions to minimize any loss to your system caused by Rogue Programming, including use of anti-virus programs and proper backup of files. You agree not to post, transmit, or make available in any way through the CPBN Services any software or other materials that contain Rogue Programming.

(3) Modifications. These Terms and the Content may be revised, amended, or supplemented by CPBN without notice at any time for any reason. Continuing to use the CPBN Services after a change has been made will signify your acceptance of the changes. You should refer back to this page for future updates.

(4) Online Shopping. In the event a product available on or through any CPBN shopping area is listed at an incorrect price or with incorrect information, CPBN will have the right to refuse or cancel any orders placed for the product listed at the incorrect price. Your receipt of an electronic or other form of order confirmation does not signify CPBN's acceptance of your order, nor does it constitute confirmation of CPBN's offer to sell. CPBN reserves the right at any time after receipt of your order to accept or decline your order for any reason. CPBN may charge and withhold the applicable sales tax for orders. Otherwise, you are solely responsible for all sales taxes, or other taxes, on orders shipped to you.

(5) Privacy Policy. The CPBN Service's Privacy Policy provides additional terms and conditions that apply to your use of the CPBN Services. If you do not agree to the conditions therein, please do not use the CPBN Services.

(6) International Users. The CPBN Services are controlled and operated within the United States. CPBN makes no representation that content, materials or products available on or through the CPBN Services are appropriate or available for use outside the United States. If you access the CPBN Services from a location outside the United States, you are responsible for compliance with applicable laws, including local laws regarding online conduct and content as well as U.S. export laws and regulations.

(7) Entire Agreement. These Terms, together with the Privacy Policy, represent the entire understanding of the parties regarding the use of CPBN Services and supersede any previous documents, correspondence, conversations, or other oral or written understanding related to the use of the CPBN Services.

(8) Applicable Law. These Terms shall be governed by and construed under the laws of the State of Connecticut, without regard to its choice of law rules, and where applicable, the laws of the United States.

**(9) Waiver.** A modification or waiver of a part of these Terms shall not constitute a waiver of any other portion of the Terms.

**(10) Severability.** If for any reason any provision of these Terms is found unenforceable, that provision will be enforced to the maximum extent permissible and these Terms will continue in full force and effect.

**(Dated as of December 6, 2013.)**