

## **Privacy Policy**

Please read this document carefully. It is Icicle Broadcasting, Inc.'s ("Icicle's") privacy policy. This policy covers how Icicle treats Personally Identifiable Information ("PII") that Icicle collects and receives, including information related to your past use of Icicle products and services. Personally identifiable information is information about you that can be traced directly back to and identifies an individual. PII includes your name, address, employer, email address, or phone number.

This policy applies only to PII collected by Icicle, its radio stations KOHO, KOZI, and KZAL, or its affiliates on products available where this Privacy Policy is posted (the "Site") and does not apply to any other information collected by Icicle and its affiliated entities through any other means. This Privacy Policy does not apply to the practices of companies that Icicle does not own or control or to people that Icicle does not employ or manage.

## **Agreement**

By using this Website, you signify your assent to this Privacy Policy. If you do not agree to this Privacy Policy, please do not use this site. This Privacy Policy may change from time to time, so please check back periodically to ensure that you are aware of any changes. Your continued use of the Icicle website will signify your acceptance of these changes.

## **Information Collection and Use**

Icicle collects personal information when you register with Icicle or through its radio station websites, when you sign up for our loyal listener club, when you post comments to our websites, or when you use Icicle products or services. In registering with Icicle, you must provide us with your real name, e-mail address, phone number, and shipping address. Whenever you visit the Icicle radio station website, Icicle also receives and records information on our server logs from your browser, including your IP address, Icicle cookie information, and the pages you request, and relates it to the PII you provide. Icicle uses this information for the following general purposes: to provide and improve our products and services, to contact you, to conduct research, to enter you in Icicle contests and promotions or contests and promotions of Icicle sponsors, to award prizes to winning entrants, and to provide anonymous reporting for internal and external clients. Provide demographic information in the aggregate about users on our website to our advertisers. Once you have registered, we reserve the right to send you certain communications relating to the Icicle service, such as service announcements, administrative messages, contest promotions, and the Icicle Newsletter, that are considered part of your Icicle account.

You will be offered the opportunity to opt-out of receiving future messages and announcements and remove your name from Icicle mailing lists. The opt-out provisions do not apply to information collected by cookies or used internally to recognize you and/or facilitate your visits to the website, or information we may retain to comply with legal requirements.

Our Site uses a software technology called "cookies." Cookies are small text files that we place in visitors' computer browsers to store their preferences. Cookies themselves do not contain any PII.

"Web beacons" are small pieces of code placed on a web page to monitor the behavior and collect data about the visitors viewing a web page. For example, web beacons can be used to count the users who visit a web page or to deliver a cookie to the browser of a visitor viewing that page. We may use web beacons on our Site from time to time for this purpose.

## **Information Sharing and Disclosure**

Icicle does not rent, sell, or share PII about you with other people or nonaffiliated companies, except to provide products or services you've requested, when we have your permission, or under the following circumstances: we provide the information to trusted partners who work on behalf of or with Icicle under confidentiality agreements. These companies may use your PII to help Icicle communicate with you about offers from Icicle and our marketing partners. However, these companies do not have any independent right to share this information.

Credit card information is used only for payment processing and fraud prevention. Credit card information and other sensitive personal information required to process a purchase is not used for any other purpose by our financial services providers or us and will not be kept longer than necessary for providing the services offered by us.

We may disclose PII in response to legal process, for example, in response to a court order or a subpoena. We also may disclose PII in response to a law enforcement agency's request, or where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Terms of Service, to verify or enforce compliance with the policies governing our products and applicable laws, or as otherwise required or permitted by law or consistent with legal requirements. In addition, we may transfer PII about you if we or one of our business units are acquired by, sold to, or merged with another company.

## **Confidentiality and Security**

We have taken steps to assure that all information collected will remain secure and in its original form, i.e. free from any alteration. As such, access to all personal information is strictly controlled. We have put in place appropriate physical, electronic, and managerial procedures in an effort to safeguard and help prevent unauthorized access, maintain data security, and correctly use the information we collect online.

We are particularly sensitive to visitors' security concerns regarding the use of credit cards to purchase Icicle's products. For orders placed on our Site, we use a technology that automatically encrypts credit card data while information is being transmitted over the Internet, provided that the visitor's browser supports the Secure Socket Layer protocol (SSL).

To verify the security of your PC's web connection at our Service, check the lower left corner of your browser window after accessing the server. If you see an unbroken or a closed lock, then SSL is active and the server is secure. You may also check by looking at the URL line of your browser. When accessing a secure server, the Site address will change from "http" to "https".

Icicle is not responsible for and will not be a party to any transactions between you and a third party provider of products, information or services. Icicle does not monitor such transactions to ensure the confidentiality of your credit card information. Any separate charges or obligations you incur in your dealings with these third parties linked to Icicle's website are your responsibility.

## **Your California Privacy Rights**

If you are a California resident, California Civil Code Section 1798.83 permits you to request and obtain from us once a year, free of charge, information about the personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year. If applicable, this information would include a list of the categories of personal information that was shared and the names and addresses of all third parties with which we shared information in the immediately preceding calendar year. If you do not want your name and contact information to be shared with any company or organization, you may notify us at any time by writing to us at the email and or regular mail address below.

## **Online Forums**

You agree, through your use of any and all online forums (e.g., when you post a comment) made available on Icicle's websites, that any material you post ("User Content") shall not: (a) infringe the intellectual property, proprietary, privacy or publicity rights of any third party; (b) violate any law or regulation; (c) be defamatory, indecent, obscene, abusive, vulgar, hateful, harassing, child pornographic or harmful to minors; (d) contain any viruses, trojan horses, disabling code, worms, time bombs, "clear GIFs" cancelbots, or other computer programming or routines that are intended to, or which in fact, damage, detrimentally interfere with, monitor, intercept, or expropriate any data, information, packets, or personally-identifiable information, or e) constitute Spam, flooding, advertisements, chain letters, pyramid schemes, or solicitations. You acknowledge and agree that we may take any action we deem appropriate as to any User Content communicated by you, if we believe, in our sole discretion, that it may expose us to liability, or damage our relationship with any of our suppliers, licensors, ISPs or other users of the System. As to all User Content, you hereby grant to us an exclusive, perpetual, worldwide, irrevocable, assignable, royalty-free license, fully sublicensable through multiple tiers, to exercise all intellectual property rights, in and to all or any part of your User Content, in any medium now known or hereafter developed, subject to restrictions and limitations imposed elsewhere on the site, and by applicable federal law. Icicle also reserves the right to invoke the "safe harbor" provision of the Digital Millennium Copyright Act (17 U.S.C. § 512(c)) concerning the removal of copyrighted or trademarked materials from the forums. See our Terms of Use <http://www.kohoradio.com/?q=privacy-policy>, which are hereby incorporated by reference.

You acknowledge and agree that content provided by others (“Other User Content”) may include content owned by independent content providers (including other users), and licensed to us. You must evaluate, and bear the risk associated with, the accuracy, completeness or usefulness of any Other User Content. We do not pre-screen Other User Content as a matter of policy, but we reserve the right, but do not undertake the responsibility, to remove Other User Content at any time that we deem it to be harmful, offensive, or otherwise in violation of this Agreement.

Note that it is impossible for Icicle to confirm the validity of posts. Please remember that Icicle does not actively monitor the posted messages, and as such, is not responsible for the content contained within. Icicle does not warrant the accuracy, completeness, or usefulness of any information presented. The posted messages express the views of the author, and not necessarily the views of Icicle. Anyone who feels that a posted message is objectionable is encouraged to notify an administrator or moderator of this forum immediately. Icicle reserves the right to, but assumes no obligation to actively investigate or, remove objectionable content, within a reasonable time frame, if we determine that removal is necessary in our sole judgment. This is a manual process, however, please realize that we may not be able to remove or edit particular messages immediately.

You remain solely responsible for the content of your posted messages. Furthermore, you agree to indemnify and hold harmless Icicle. Icicle also reserves the right to reveal your identity (or any other related information collected on this Site) in the event of a formal complaint or legal action arising from any situation caused by your use of this forum. In no event shall Icicle be held responsible for any damage that occurs based on Other User Content provided on the forums.

Any information Icicle determines to be inaccurate, unhelpful or inappropriate for any reason will be removed, with or without prior notice. Appropriate sanctions may be applicable. This policy applies to member profile information as well.

Please note that with each post, your IP address is recorded, in the event that you need to be banned from this forum or your ISP contacted. This will only happen in the event of a major violation of this agreement.

Also note that Icicle’s online forums place a cookie, a text file containing bits of information in your browser's cache. The collection and usage of this information is governed by Icicle’s Privacy Policy.

## Questions and Suggestions

If you have questions or suggestions, please email Icicle at **[e.salmon@iciclebroadcasting.com](mailto:e.salmon@iciclebroadcasting.com)** or call us at 509.667.2400

Written communication should be sent to:

Privacy Manager  
32 North Mission  
Suite A  
Wenatchee WA  
98801

The Privacy Policy posted on this Site was updated on or about October 10, 2017.

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