## PRIVACY POLICY

Effective and Last Modified: January 31, 2015

This policy ("Privacy Policy") informs you of the policies of Salem Media Group and its subsidiary entities (collectively, "Salem") concerning the collection, use and disclosure of personal information from this and other Salem-related websites (the "Website(s)"). Because we may gather certain types of information about our users and understand your privacy is important to you, we want to help you understand the terms and conditions surrounding the collection and use of that information. Even though we may need to collect information about you to provide some of the products and services we offer, you may not want us to disclose that information to others. Accordingly, what follows is a description of how we gather and use information about you (collectively "Your Information"). Please read this Privacy Policy carefully so that you understand what information we collect through our Websites, what we do with that information, and how to safeguard personal information you provide to

Please note that by visiting this Website you consent to the collection of Your Information by Salem as set forth in this Privacy Policy.

### 1. Disclosure of Personal Information to Outside Parties:

Except as set forth in this policy, Salem does not sell, trade, or rent your personal information to others. However, Salem may provide aggregate statistics about our customers, traffic patterns, and related Website information to third-party vendors. Generally, these statistics will include no personally identifying information. Salem may also release Your Information when we believe, in good faith, that such release is reasonably necessary to (i) comply with the law, (ii) enforce or apply the terms of our Terms of Use applicable to this Website, (iii) enforce contest, sweepstakes, promotions, and/or game rules, or (iv) protect the rights, property or safety of Salem, our users, or others. Also, we may give some or all of Your Information to third-party vendors who assist us in fulfilling some of the functions of this Website. Finally, we may provide Your Information to third parties if you authorize us to do so.

#### 2. Information We Collect and How We Use It:

- a) Voluntary Information You Provide Us. If you contact us by email, complete our registration forms, surveys, or entry forms, subscribe to our services or newsletters or participate in any of our contests or sweepstakes, we will ask you for Your Information. The information we ask for in this context may include contact information (such as your name and email address) and/or demographic information (such as your zip code or age). Below you will find descriptions of how Salem may use these types of information.
- b) **Registration Data.** Registration data is voluntary personal information provided directly by you in order to receive optional access to certain services or Website areas and which may include information such as your name, age, email address, zip code or telephone number. In addition, registration data may include preference information such as usernames, passwords, desired newsletters, etc. Here are some of the ways we might use Your Information in this context:
  - To deliver services such as newsletters, offers, message boards, forums and other items:
  - To help us create and deliver the content that is most relevant to you;
  - To alert you to news, events, contests, and other items if you so request;

- To allow you entrance into restricted areas of the Website, as appropriate;
- To send you information about Salem and our Websites;
- To compile statistics and conduct basic research; and
- To give to third parties, who may send you promotional material.
- c) *Surveys*. Sometimes Salem posts optional surveys in which we ask for Your Information. The choice is yours you don't have to answer surveys, but if you do, please understand that Salem may use Your Information and that we may share Your Information with third parties. If we're asking for optional information, we may mark it as such so that you can skip that portion if you would like. Here are some ways we might use Your Information in this context:
  - To deliver services such as newsletters, offers, message boards, forums and other items:
  - To send you information about Salem and our Websites;
  - To help us create and deliver the content that is most relevant to you;
  - To give to our content partners, who may send you promotional material;
  - To give to our advertisers, who may send you information about their products and services;
  - To share in aggregate form with our partners and advertisers;
  - To compile statistics and conduct basic research; and
  - To give to third parties, who may send you promotional material.
- d) *Contests, Sweepstakes and Promotions*. From time to time Salem runs contests and sweepstakes in which we ask for Your Information, which may include but is not limited to your name, age, email address, and telephone number, so we can determine if you're eligible for the contest and to notify you know if you win. Sometimes we request additional information such as your gender, marital status and income level. Here are some of the ways we might use Your Information in this context:
  - To determine if you're eligible for the contest;
  - To notify you if you're a winner;
  - To give to content partners, who may send you promotional email;
  - To help us create and deliver the content that is most relevant to you;
  - To give to advertisers, who may send you email about their products and services;
  - To share in aggregate form with our partners and advertisers; and
  - To compile statistics and conduct basic research.
- e) *Special Offers*. From time to time, Salem and its affiliated entities are able to provide to you special offers of products and services. When providing these offers, we need to gather Your Information, which may include but is not limited to your name, age, email address and telephone number. Your acceptance of these offers is completely voluntary, but if you do not correctly provide Your Information as required, you may not receive the product or service offered. Here is how we may use Your Information in this context:
  - To deliver services that you request or purchase such as newsletters, offers, message boards, forums and other items;
  - To ensure proper delivery of the product or service;
  - To view statistics and conduct basic research;
  - To give to select parties on our Website, who may send you promotional material;
  - To give to select radio stations, who may send you promotional material;

- To give to third parties, who may send you information about their products and services; and
- To compile statistics and conduct basic research.
- f) Online Commerce Services. This Website may offer shopping and other online commerce services, which may be offered by Salem or by a firm that operates a store under contract with us. If our Website offers such services, you will use a customer order form to request information, products, and services. The order form will ask you to give us contact information (e.g., name or email address), financial information (e.g., account or credit card numbers), and demographic information (e.g., zip code or age). We will use the financial information that you provide to bill you for products and services. By giving our Website your credit card and related personal information, you are authorizing our store to give that information to the merchant and credit card company in order to confirm and fulfill your order. We will use contact information from the order form to fulfill your orders. We may also use contact data to get in touch with you when necessary. We will not otherwise use or distribute your financial information without your prior approval.
- g) *Information We Obtain From Other Sources*. Where permitted by applicable law, we may collect information about you from other sources, including through interactive applications (e.g., mobile devices, third-party services and embedded video players), from co-branded partners and websites (e.g., on our Facebook pages) and from commercially available sources (e.g., data on aggregators and public databases). The following are examples of Your Information that we may collect from other sources:
  - Name, address and telephone number;
  - Demographic data, such as age, gender and income level;
  - Your interests and purchase behavior;
  - Publicly-observed data, such as activities on blogs, videos and other online postings;
     and
  - Other navigation data, such as websites visited and advertisements viewed or clicked on.
- h) *Combining Information*. Please note that all of the information we collect about you may be combined, including to help us tailor our communications to you and to develop rich online content and services across the Salem Websites.
- i) *Public Forums*. This Website makes chat rooms, forums, message boards, and/or news groups available to its users. Any information you disclose in these areas becomes public information and you should exercise caution when deciding to disclose your personal information. We cannot safeguard the privacy of any such information you choose to disclose online in this manner and you must do so carefully and at your own risk.
- j) User-Generated Content. Some Salem Websites enable users to submit their own content for contests, blogs, videos, message boards and other functions. Publication of user generated content on the Salem Websites is subject to the terms and rules contained in our Terms of Use for our Websites. Please remember that any information you disclose becomes public information and exercise caution when deciding to disclose your contact, financial and other information in a submission. We cannot prevent such information from being used in a manner that may violate this Privacy Policy, the law, or your personal privacy and safety.

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- k) Banner Advertising. We license ad-server software from another company to place banner advertising on our Websites. All of the data provided and generated by such software will remain in our possession and no data will be transferred to the licensor of the software. This feature of our Websites may, on occasion, set "cookies" on your computer. Any information collected or stored by the ad-service or the cookies is treated in the same manner as other information as described in this statement.
- Confirmed Opt-In. Salem acquires no personal or registration data about our users except what
  you explicitly and voluntarily provide (i.e., via opt-in). We reserve the right to use this
  information specifically for the purposes related to your registration in addition to any other
  purpose set forth in this Privacy Policy.
- m) *Feedback Data.* Feedback data is voluntary information (e.g., success stories) provided directly by you for the purposes of assessing the products or services provided through Salem Websites. There are areas on Salem-owned Websites which allow you to submit feedback. Any feedback you submit in these areas becomes the property of Salem, and we reserve the right to use this information for the purposes of marketing, quality control, or to contact you for further information.
- n) Usage (Log) Data. Salem also gathers and analyzes usage or log data including your IP (internet protocol) address assigned by your ISP (internet service provider), the type of operating system you are using on your computer, and the type of web browser you are using to view our Website. Salem management uses usage or log data to help diagnose problems with and optimize performance of the server. This information also allows us to evaluate user traffic patterns into, out from, and within our Website. These uses, however, do not allow us to connect your IP address with your personal identity.
- o) What About "Cookies"? "Cookies" are small pieces of information that your web browser stores on your computer's hard drive which may contain personally identifying information. From time to time our Website may place cookies on your computer's hard drive that enable our systems to recognize your browser and to provide you with certain features. Use of cookies also provides information about your web usage, which helps us compile demographic and statistical information about visitors who are utilizing our Website. Most web browsers automatically accept cookies, but you can usually change your browser to prevent that.

# 3. **Updating and Deleting Personal Data:**

- a) *Correcting and Updating.* You may correct or update your registration data by either signing into your online account or by using the "Contact Us" link on our Website to submit such request.
- b) Delete/Deactivate/Opt-out of Email Subscriptions. You may delete or deactivate your account or request not to receive emails from us by either signing into your online account or by using the "Contact Us" link on our Website and submitting a request to delete/deactivate your account or be removed from our database. Salem will comply with all such requests within a reasonable period of time. Please note that we may need to retain some information about you in order to satisfy our legal and security obligations; for example, some of your information may remain in backup storage even if you ask us to delete it. In some cases, you may be entitled under local laws to access or object to the possession of information that we hold relating to you.

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### 4. Information Shared With Third Parties:

a) Information Sharing With Third Parties. We allow third-party companies to collect certain information when you visit our Websites for their own use and subject to their own privacy policies. These companies may utilize cookies, pixels or other technologies to collect and use non-personally identifiable information (e.g., hashed data, click stream information, browser type, time and date, subject of advertisements clicked or scrolled over) during your visits to this and other web sites in order to provide advertisements about goods and services likely to be of greater interest to you. To learn more about this behavioral advertising practice or to opt-out of this type of advertising, you can visit the websites of the Digital Advertising Alliance at www.aboutads.info and Networking Advertising Initiative at www.networkadvertising.org/choices/.

Additionally, from time to time we may enter into a special relationship with another company that is not owned by Salem to provide additional features on our Websites. These special relationships may include "powered by" partners, business partners, sponsors, and co-branded sites (referred to here as "co-branded pages"). You should look for a specific privacy statement on any such co-branded page. Any personal information that you provide when signing up at one of those co-branded pages may be shared with our third party partner. You should also check our partner's website for information regarding its privacy policies. Additionally, the nature of some features of our Website may require that we share personal information about you with persons or companies outside of the Salem corporate enterprise. For example, this may occur with a feature that enables you, via our Website, to ask questions of persons or entities that are not part of the Salem enterprise. By responding to those features of the Website, whether by email or direct entry of information on our Website, you are consenting to our transferring of that information to such persons or entities.

- b) *Links to Other Sites*. When you visit Salem Websites, you may be linked to other outside sites. This includes links to sites operated by advertisers, sponsors, and partners that may use Salem's logo as part of an agreement with Salem. These other sites may send their own cookies to users, collect data, or solicit Your Information. These other sites may be developed by people over whom Salem exercises no control and, as such, are not subject to the Salem Privacy Policy. Salem is not responsible for the privacy policies of these other sites, nor for the use of any of Your Information that these sites may collect.
- c) Sale of Our Company. Salem may include any information we collect through this Website in our customer information database. This database is considered an asset owned by Salem. As in any business venture, the sale of Salem is always a possibility, either as an entire corporate entity or through an asset sale that may include our customer information database. Should another entity ever purchase or acquire Salem or its assets, all information contained in our customer information database will be considered a transferred asset and become the property of the purchasing or acquiring entity.

## 5. Specific Privacy Rights:

a) *Children's Privacy*. Consistent with the Children's Online Privacy Protection Act, this Website does not collect, use or disclose personal information (including online contact information) of children under the age of thirteen (13). In the event that a child under the age of 13 attempts to register on our Website(s), we will not knowingly accept that registration and will delete information received from the child. In the event that a child posts personal information in a

public forum such as a chat room, we will attempt to delete that information once we become aware of it.

Parents can give written parental consent for their child to use Salem Websites, however, by completing the Salem Parental Consent Form. To request this form, or if you have any questions or comments regarding children's privacy at Salem, please contact us by clicking the "Contact Us" link on our Website.

- b) *California Privacy Rights*. Beginning on January 1, 2005, California Civil Code Section 1798.83 permits customers of Salem who are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please contact us by clicking the "Contact Us" link on our Website.
- c) Canada Privacy Rights. Beginning on July 1, 2014, consent must be given by Canadian residents to receive commercial electronic messages on behalf of all businesses unless the business has a pre-existing relationship with the consumer. Prior to sending any commercial electronic messages to potential new consumers, the sender must obtain consent from the recipient and will need to include information that identifies the sender and enables the recipient to withdraw consent.

# 6. Security and Enforcement:

- a) *Information Security*. The security and confidentiality of Your Information is extremely important to us. Accordingly, we believe we have appropriate security measures in place, consistent with standard industry practice, to protect against the unauthorized access, alteration, disclosure, misuse or destruction of data. Please be aware, however, that despite our best efforts, no security measures are perfect or impenetrable. As such, while we want you to feel confident using the Salem Websites, we cannot ensure or warrant the security of any information you transmit to us.
- b) *Enforcement.* We regularly review our compliance with our Privacy Policy and will respond accordingly to any formal written complaints, including, if necessary, working with the appropriate regulatory authority to resolve any complaints regarding the transfer of personal data that we cannot resolve with our users directly.

#### 7. Miscellaneous:

a) Leased Content. No third-party licensor shall have any liability for the accuracy or completeness of information or services provided thereby via this Website or any component thereof or for delays, inaccuracies, omissions, or other defects therein, nor for any claims or losses arising therefrom or occasioned thereby, including, without limitation, any lost profits, indirect, special, or consequential damages. Any such third party licensors have exclusive proprietary rights from the information received via the service. Customer, end-user, or visitor, as applicable, shall not use or permit anyone to use the information provided through the service for any unlawful or unauthorized purpose. Customer, end-user, or visitor, as applicable, is not authorized or permitted to furnish such information to any person or firm for reuse or retransmission without prior written approval of the source of such information. Provision of the information on the service is subject to termination in the event that any agreement between a third party licensor and a provider of information distributed through the service is terminated in accordance with its terms. Third party licensor and its subsidiaries, affiliates, information providers and content

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partners shall have no liability for investment decisions based on the information provided hereby.

- b) General Information. This Privacy Policy and the Terms of Use for this Website shall be governed by, construed and enforced in accordance with the laws of the State of Virginia, as it is applied to agreements entered into and to be performed entirely within such state, without regard to conflict of law principles. You agree that any cause of action you or Salem brings to enforce this Policy and/or the Terms of Use, or in connection with any matters related to this Salem Website and/or the Privacy Policy, shall be brought only in either the state or Federal courts located in Richmond, Virginia. You agree to submit to the personal jurisdiction of the courts of the State of Virginia for any cause of action arising out of this Policy. If any provision of this Privacy Policy, or the application thereof to any person or circumstances, is held invalid or for any reason unenforceable including, but not limited to, the warranty disclaimers and liability limitations, then such provision shall be deemed superseded by a valid, enforceable provision that matches, as closely as possible, the original provision, and the other provisions of this Policy shall remain in full force and effect. The failure of either party to insist upon strict performance of any provision of this Privacy Policy shall not be construed as a waiver of any provision or right. Unless expressly provided otherwise, this Privacy Policy and the Terms of Use for this Website are the entire agreement between you and Salem with respect to the use of this Salem Website and shall not be modified except in writing, signed by an authorized representative of Salem. If you have any questions concerning this Privacy Policy, you may contact us by clicking the "Contact Us" link on our Website. You must send any official correspondence via postal mail to: 4880 Santa Rosa Road, Camarillo, CA 93012.
- c) *European Union and Other Foreign Nations*. This Salem Website is governed by and operated in accordance with the laws of the United States of America and is intended for enjoyment of residents of the United States. Salem makes no representation that this Website is governed by or operated in accordance with the laws of other nations. By using this Website and submitting Your Information, visitors from outside of the United States acknowledge that this Website is subject to U.S. law, consent to the transfer of personal data to the U.S. and waive any claims that may arise under their own national laws.
- d) *In Summary*. We understand your privacy is important to you. Accordingly, we do not sell, trade, or rent Your Information to others subject to the provisions listed above. Please note, however, that Salem may use Your Information and may disclose it to select third-party vendors as described in the above provisions. If you never want to receive any announcements or special offers from us, please contact us by clicking the "Contact Us" link on our Website. Remember to list each of the email accounts you have given us.
- e) Your Consent and Changes to this Policy. By using our Website, you consent to the collection and use of Your Information by Salem as set forth in this Privacy Policy. Additionally, your visit and any dispute over privacy are subject to this Privacy Policy and the Terms of Use applicable to this Website. Salem may at any time amend, modify, restate, or revise this Privacy Policy by updating this posting and you should therefore periodically visit this page to view the then current Privacy Policy that is in effect. If we make any material changes, we will revise the "Effective and Last Modified" date at the top of the Privacy Policy. Your continued use of this Website constitutes your agreement to this Privacy Policy and any updates.