



Nexstar Broadcasting, Inc. Sites Terms of Service Effective as of November , 2013

Welcome to the Nexstar Broadcasting, Inc. community portals (the “Nexstar Sites” or “Sites”), which are operated by the television stations (“Station”) owned by Nexstar Broadcasting, Inc., Mission Broadcasting, Inc. and/or certain other affiliated entities (collectively, “Nexstar,” “we,” “us” or “our”).

Nexstar furnishes the Sites and the Nexstar Services (defined below) for your personal enjoyment and entertainment. These Terms of Service (this “Agreement”) apply to the our Sites, mobile applications and all other digital media owned and/or operated by Nexstar and govern your use of certain of our digital products, including this Site, mobile versions of the Site, mobile downloadable applications, services that allow you to submit content to us, blog submission services, RSS feeds, widgets or other embedding technologies, podcasts, chat rooms and message boards, Nexstar or Station accounts on social media platforms, including, but not limited to Facebook and Twitter (collectively, the “Nexstar Services” or “Services”). Any new Nexstar Services made available to you by us that enhance or modify the current Sites or Services will also be subject to the terms and conditions of these Terms of Service. By visiting any Nexstar Site (whether or not you are a registered user) or using the Nexstar Services, you accept and agree to be bound by this Agreement, including any future modifications, and to abide by all applicable federal, state and local laws, rules and regulations (“Applicable Law”).

We may modify this Agreement at any time, and each such modification will be effective upon the “Effective Date” stated at the top of this Agreement. All material modifications will apply prospectively only. Your continued use of the Nexstar Sites or the Nexstar Services following any modification constitutes your acceptance and agreement to be bound by the Agreement as so modified. It is therefore important that you review this Agreement regularly and it your responsibility to do so.

Your access to and use of certain parts of the Nexstar Sites or Nexstar Services may require you to accept additional terms and conditions and may require you to download Software or Content (each as defined below). We will provide these terms to you or post them where they apply and they are incorporated by reference into this Agreement. If there is a conflict between this Agreement and any additional terms that apply to a particular Service, the additional terms will control.

BY USING ANY NEXSTAR SITE OR NEXSTAR SERVICES YOU AGREE TO ACCEPT AND BE BOUND BY THIS AGREEMENT. If you do not agree to be bound by this Agreement and to abide by all Applicable Law, you must discontinue use of the Nexstar Services immediately.

Eligibility for the Nexstar Sites Registration and Account Security

Use of Nexstar Services is limited to users aged 13 years and above. If you are under 13 years of age you may not create a user account.

The Nexstar Sites may offer one or more Services requiring user registration. You agree that all registration information you submit to create a user account will be accurate and complete and kept updated. You may not (i) register under the name of another person; (ii) use a user name that we, in our sole discretion, deem offensive; or (iii) create more than one personal account for any Nexstar Site. You are responsible for maintaining the confidentiality of your password and are responsible for all use of your account. You agree not to use the account, username, email address or password of another user at any time. You agree to notify us immediately if you suspect any unauthorized use of, or access to, your account or password. Only individuals may register for an account.

Our use of the information you provide is governed by the terms of our [Privacy Policy], which is incorporated into this Agreement by this reference.

Nexstar Content and Services

Nexstar Content and Services are offered for your personal use only and may not be used for commercial purposes unless specifically authorized by us. The Nexstar Sites and Nexstar Services contain information, text, files, images, video, sounds, musical works, works of authorship, applications, and any other materials or content owned by Nexstar or licensed to us by third parties (the “Nexstar Content”). Nexstar Content is protected by copyright, trademark, patent, trade secret and/or other laws, and as between you and Nexstar, Nexstar owns and retains all rights in the Nexstar Content and the Nexstar Services. The Nexstar Sites and Services may also contain content of users and others (“Third Party Content” and collectively with the Nexstar Content, the “Content”). Nexstar reserves the right to remove Content in its sole discretion.

Except as otherwise stated in this Agreement, Nexstar hereby grants you a limited, revocable, non-sublicensable license to access and display the Content (excluding any software code) solely for your personal, non-commercial use in connection with viewing a Nexstar Site and using the Nexstar Services, provided you do not remove or modify any trademark, copyright or other notices contained in the Content. If Nexstar elects to grant you greater rights than set forth in this Agreement (which rights may only be granted in an express writing), such grant of rights will be revocable at will without cause by Nexstar, unless expressly stated otherwise. Except as provided in this Agreement or as explicitly allowed on the Nexstar Services, you may not copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell or otherwise use any Content appearing on or through the Nexstar Services. To request permission to use the Content in any way not authorized in this Agreement, please contact us.

With respect to any video player on any Nexstar Site, you are hereby granted a revocable license to embed the video player on any non-commercial website or other location except those containing content that is unlawful, pornographic, obscene, defamatory, libelous, threatening, harassing, vulgar, indecent, profane, hateful, racially or ethnically offensive, or that encourages criminal conduct, gives rise to civil liability, violates Applicable Law, infringes any right of any

third party including intellectual property rights or rights of privacy, or is otherwise inappropriate or offensive. Nexstar may revoke this license at any time upon notice, with or without cause, in its sole discretion. You may not modify, enhance, or otherwise alter in any way any portion of the Content on the video player, the video player itself or its underlying technology. This restriction includes disabling or otherwise modifying the video player in a manner that enables users to view any portion of the Content without using the video player.

Except as expressly permitted by Nexstar, you are strictly prohibited from creating works or materials (including, but not limited to, fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards, montages, mash-ups and similar videos, greeting cards and unlicensed merchandise) that derive from or are based on the Content. This prohibition applies regardless of whether the derivative works or materials are sold, bartered or given away. You may not directly or through the use of any device, software, internet site, web-based service or other means remove, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms.

Associated Press Materials Notice

The following provision applies to all visitors and users (which shall include persons and representatives of legal entities, including, without limitation, digital engines of a kind that crawl, index, scrape, copy, store, or transmit digital content): By accessing this website, you specifically acknowledge and agree that: (i) Associated Press text, photo, graphic, audio, and/or video material (collectively, "AP Material") shall not be published, broadcast, modified for broadcast or publication, or redistributed directly or indirectly in any medium; (ii) No AP Material nor any portion thereof may be stored on a computer except for personal, non-commercial use; (iii) The Associated Press shall not be held liable for any delays, inaccuracies, errors, or omissions in AP Material or in the transmission or delivery of any part thereof or for any damages arising there from or occasioned thereby; (iv) The Associated Press is an intended third-party beneficiary of these terms and conditions and may exercise all rights and remedies available to it; and (v) The Associated Press reserves the right to audit possible unauthorized commercial use of AP Material or any portion thereof at any time.

User Content

Portions of the Nexstar Sites or Services may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages or material, including your name or likeness to us, the Nexstar Sites or Services (collectively, "User Content"). You understand that User Content will be publicly displayed and may include your personally identifiable information if you provide it. Please use your best judgment when using the Nexstar Sites and Services. We discourage divulging personal phone numbers and addresses or other information that can be used to identify or locate you. Remember that whenever you give out personal information online, through any media, including without limitation, a forum or blog, that information can be collected and used by people you do not know. We cannot and do not

guarantee the security of any information you disclose through any of these media; you make such disclosures at your own risk. You understand that we may publish your username in connection with any submission. If you use your legal name as your username, then your legal name may be published.

Nexstar does not control, pre-screen or otherwise monitor the User Content posted by users and, as such, you understand you may be exposed to offensive, indecent, inaccurate or otherwise objectionable Content. Nexstar does not guarantee the accuracy, integrity, or quality of User Content and we assume no responsibility or liability for any User Content. If at any time, Nexstar chooses in its sole discretion to monitor User Content, Nexstar nonetheless assumes no responsibility for Content other than Nexstar Content, assumes no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of any user.

You are entirely responsible for all User Content that you post, upload, transmit, email or otherwise make available on, through or in connection with the Nexstar Sites or Services. By posting User Content, you represent and warrant: (a) you own or otherwise have all necessary rights to the User Content you provide and the rights to provide it under this Agreement; (b) the User Content does not infringe or misappropriate any copyright, trademark, service mark, trade secret, patent, or other intellectual property or proprietary rights of any third party, including, but not limited to, rights of privacy or publicity, and (c) the User Content does not violate any Applicable Law, including, but not limited to, any applicable advertising or fair housing laws or regulations, or cause injury to any person or damage to any property. IF THE USER CONTENT YOU PROVIDE CONSISTS OF A PHOTO OR VIDEO THAT DEPICTS ANY CHILDREN UNDER THE AGE OF 13, YOU AFFIRM THAT YOU ARE THE CHILD'S PARENT OR LEGAL GUARDIAN OR THAT YOU HAVE WRITTEN PERMISSION FROM THE CHILD'S PARENT OR LEGAL GUARDIAN TO PROVIDE THE PHOTO OR VIDEO. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of the use of any User Content posted by you on or through the Nexstar Sites and Services.

Nexstar does not claim any ownership rights in the User Content that you post, upload, email transmit, or otherwise make available on, through or in connection with the Nexstar Sites or Services; provided, however, that User Content will not include any Content posted by a user that is already owned by Nexstar. By posting any User Content you hereby grant to Nexstar and our affiliated companies, licensees and authorized users, a perpetual, non-exclusive, fully-paid and royalty-free, sublicensable, transferable (in whole or in part), worldwide license to use, modify, excerpt, adapt, create derivative works and compilations based upon, publicly perform, publicly display, reproduce, and distribute such User Content on, through or in connection with the Nexstar Sites and Services or in connection with any distribution or syndication thereof to Third Party Services (as defined below), on and through all media formats now known or hereafter devised, for any and all purposes including, but not limited to, promotional, marketing, trade or commercial purposes. You hereby waive any moral rights you may have in your User Content. Our use of such User Content does not require any further notice to you and such use will be without the requirement of any permission from or payment to you or to any other person or entity.

Prohibited Conduct

You agree not to use the Nexstar Sites or Services to:

- Post, upload or otherwise transmit or link to Content that is: unlawful; threatening; harmful; abusive; pornographic or includes nudity; offensive; harassing; excessively violent; tortuous; defamatory; invasive of another's privacy, publicity, copyright, trademark, patent, trade secret, contract or other rights; false or misleading; obscene; vulgar; libelous; hateful or discriminatory;
- Violate the rights of others including patent, trademark, trade secret, copyright, privacy, publicity or other proprietary rights;
- Harass or harm another person;
- Exploit or endanger any person;
- Impersonate or attempt to impersonate any person or entity;
- Restrict or inhibit any other user from using and enjoying the Nexstar Sites and Services;
- Gain unauthorized access to any Nexstar Site or Service, or any account, computer system, or network connected to a Nexstar Site or Service, by means such as hacking, password mining or other illicit means;
- Frame the Sites in connection with an unauthorized logo or mark, or do anything that could falsely suggest a relationship between the Nexstar and any third party or potentially deprive us of revenue (including, without limitation, revenue from advertising, branding, or promotional activities);
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Nexstar Sites or Services;
- Introduce or engage in activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of or access to a computer or a computer network;
- Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Nexstar Services, including Nexstar's servers, networks or accounts;
- Cover, remove, disable, block or obscure advertisements or other portions of the Nexstar Sites;
- Use technology or any automated system such as scripts or bots in order to collect usernames, passwords, email addresses or other data from the Nexstar Sites and Services, or to circumvent or modify any security technology or software that is part of the Nexstar Sites or Services;
- Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Nexstar Sites or Services. If you do so, you acknowledge you will have caused substantial harm to Nexstar, but that the amount of harm would be extremely difficult to measure. As a reasonable estimation of such harm, you agree to pay Nexstar \$100 for each actual or intended recipient of such communication;
- Solicit, collect or request any personal information for commercial or unlawful purposes;
- Post, upload or otherwise transmit an image or video of another person without that person's consent;

- Engage in commercial activity (including, but not limited to, sales, contests, or sweepstakes);
- Use the Nexstar Sites and Services to advertise or promote any services;
- Use the Nexstar Sites or Services to advertise or solicit to anyone to buy or sell products or services, or to make donations of any kind, without our express written approval;
- Gather for marketing purposes any e-mail addresses or other personal information that has been posted by other users of the Nexstar Sites and Services;
- Contact anyone who has asked not to be contacted;
- Engage in personal attacks, harass or threaten, question the motives behind others' posts or comments, deliberately inflame or disrupt the conversation, or air personal grievances about other users;
- Repeatedly post the same or similar content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- Take or cause to be taken any action that disrupts the normal flow of postings and dialogue on our Sites (such as submitting an excessive number of messages - i.e. a flooding attack), or that otherwise negatively affects other users ability to use the Nexstar Sites and Services;
- Use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from our Sites. An exception is made for Internet search engines (e.g., Google) and non-commercial public archives (e.g., archive.org) that comply with this Agreement;
- Use the Nexstar Sites and Services in a manner inconsistent with any and all Applicable Law;
- Attempt, facilitate or encourage others to do any of the foregoing.

Nexstar reserves the right, but disclaims any obligation or responsibility, to remove User Content that violates this Agreement (including, without limitation, violations of the prohibited conduct provisions), as determined by Nexstar in its sole discretion. You acknowledge that Nexstar reserves the right to investigate and take appropriate legal action against anyone who, in Nexstar's sole discretion, violates this Agreement, including, but not limited to, terminating their user account and/or reporting such User Content, conduct, or activity to law enforcement authorities.

You acknowledge, consent and agree that Nexstar may access, preserve or disclose information you provide to the Nexstar Sites, including User Content, when Nexstar has a good faith belief that such access, preservation or disclosure is necessary in order to: (i) protect or defend the legal rights or property of Nexstar, our parents, subsidiaries or affiliates, or their employees, agents and contractors (including enforcement of our agreements); (ii) protect the safety and security of users of the Nexstar Services or members of the public including acting in urgent circumstances; (iii) protect against fraud or for risk management purposes; or (iv) comply with the law or legal process.

Classified Advertising

The Nexstar Sites may now or in the future allow you to place classified advertisements or other forms of advertisements (a "Classified Ad") on the Sites. We are never a party to any transaction

between buyers and sellers. We are not obligated to publish any Classified Ad. Our publication of a Classified Ad does not constitute an agreement for continued publication. We will accept only standard abbreviations and proper punctuation in Classified Ads. We accept no liability for error or omission with respect to a Classified Ad or your use of Classified Ads. We reserve the right to edit, reclassify, revise, reject, or cancel any Classified Ad at any time, in our sole discretion. We do not knowingly accept advertising that discriminates or intends to discriminate based on race, color, religion, gender, national origin, handicap or familial status. We do not knowingly accept advertisements regarding employment that are not ads for bona fide job opportunities. Nor do we knowingly accept advertisements for tobacco, gentlemen's clubs, adult-oriented materials or services or offshore or Internet gambling.

Copyrights and Other Intellectual Property

Nexstar respects the intellectual property of others, and requires that our users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. Nexstar has a policy of terminating repeat infringers' access to the Nexstar Sites and Services in appropriate circumstances.

If you believe that any material residing on an Nexstar Site infringes your copyright, please send Nexstar's Copyright Agent (i) a detailed description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (ii) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Nexstar Sites (such as the URL(s) of the claimed infringing material); (iii) your contact information, including name, an address, telephone number, and, if available, an email address; (iv) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (v) a statement by you that the information in your notification is accurate and a statement by you, made under penalty of perjury, that you are the owner of an exclusive right that is allegedly infringed or are authorized to act on the owner's behalf; and (vi) your physical or electronic signature. Nexstar's Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, Nexstar Broadcasting, Inc., 5215 N. O'Connor Blvd, Suite 1400, Irving, TX 75039 or via electronic mail to copyright@nexstar.tv.

Upon receipt of a notice of claimed infringement that satisfies these requirements (or any statement in conformance with 17 U.S.C. § 512(c)(3)), we will act expeditiously to investigate and, if applicable, remove or disable access to any Content that is claimed to be infringing upon the copyright of any person under the laws of the United States and will terminate the access privileges of those who repeatedly infringe on the copyrights of others. United States law imposes substantial penalties for falsely submitting a notice of copyright infringement.

Third Party Links and Services

The Nexstar Sites and Services may provide, or third parties may provide, links to other websites, applications, resources or other services created by third parties ("Third Party Services"). When you engage with a Third Party Service, you are interacting with the third

party, not with Nexstar, and we do not assume responsibility for third parties' actions or omissions. If you choose to use a Third Party Service and share information with it, the Third Party Services may use and share your data in accordance with the Third Party Service's privacy policy and your privacy settings on such Third Party Service. In addition, the third party providing the Third Party Service may use other parties to provide portions of the application or service to you, such as technology, development or payment services. Nexstar is not responsible for and makes no warranties, express or implied, as to the Third Party Services or the providers of such Third Party Services (including, but not limited to, the accuracy or completeness of the information provided by such Third Party Service or the privacy practices thereof). Inclusion of any Third Party Service or a link thereto on the Nexstar Sites does not imply approval or endorsement of the Third Party Service. Nexstar is not responsible for the content or practices of any websites other than the Nexstar Sites, even if the website links to the Nexstar Sites. By using the Nexstar Sites and Services, you acknowledge and agree that Nexstar is not responsible or liable to you for any content or other materials hosted and served from any website other than the Nexstar Sites. When you access Third Party Services, you do so at your own risk.

Purchasing Services or Products

If you purchase any service or product ("Products") on, or by linking from, any of the Nexstar Sites, you may be required to provide personal information, including credit card and billing information ("Personal Financial Information"), to an independent third party company or companies selected by Nexstar (or, in some cases, its direct contractors), but not affiliated with Nexstar (the "Processor"). Where the Processor is responsible for collecting, transmitting and/or processing your Personal Financial Information, or for fulfilling your order, all payment obligations for Products will be governed by the terms of use/service and privacy policy of the Processor. If you make a purchase from the Nexstar Sites you are warranting that you are authorized to make the purchase using the form of payment card that you provide to the Processor. You must be 18 years of age or older to purchase a Product.

Nexstar makes no warranty, and accepts no liability for any loss or damages that you incur or any claims you may have relating to or in connection with your placement of an order for a Product with the Processor, or your dealings with or reliance on, third parties through the Nexstar Sites. Nexstar provides no refunds for purchases you make on the Nexstar Sites. You are solely responsible for any and all transactions utilizing your Personal Financial Information, including, but not limited to, any and all charges. You acknowledge and agree that in the event Processor experiences a data breach that affects your Personal Financial Information, Nexstar will in no way be responsible or liable to you for any such breach.

Nexstar will not store any record of Personal Financial Information related to purchases or other transactions you make through the Nexstar Sites. You should therefore maintain records of all your transactions. If you have any questions regarding your transactions or believe that there is an error or unauthorized transaction or activity associated with transactions utilizing your Personal Financial Information, you must contact the Processor.

Fees and Charges

We may offer trial subscriptions to paid services for free or at special discounted prices. Unless otherwise stated, these trial subscriptions and any other subscription services we provide will be automatically renewed at the current subscription rate if you do not cancel before the end of the trial or subscription period. You may need to cancel your subscription at least 10 days prior to its renewal date in order to avoid further charges. Unless otherwise stated, all fees and charges are non-refundable, including for unused portions of cancelled subscriptions. We do not provide price protection or refunds in the event of a price drop or promotional offering.

In addition to the general terms applicable to the Nexstar Services, the following terms apply to all Services designed for wireless devices (“Mobile Services”), which we offer only to users who are 18 years of age or older and located in the fifty U.S. states or the District of Columbia unless otherwise noted.

Your wireless provider may charge for use of Mobile Services, including fees for receipt of text messages or data transmission. In order to receive Mobile Services, your wireless provider may require you to subscribe to additional services, which may require additional fees. These fees are not charged by us, and you should contact your wireless provider before you sign up for Mobile Services to determine what fees, if any, will be charged. In addition, you agree that we may arrange for Mobile Services billing through your wireless provider and that your wireless provider may invoice you for the applicable fees or deduct them from your pre-paid balance.

You may not transfer or copy any Content without permission from the wireless device on which you originally received Content to any other device, including, without limitation, any computer or another wireless device.

To cancel a Mobile Service that involves a subscription fee, you must follow the instructions included in the terms and conditions applicable to that Mobile Service; otherwise, you will continue to incur subscription charges. If you stop a subscription-based Mobile Service in the middle of a billing cycle, you will not receive a refund for that billing cycle.

Acknowledgement Regarding SMS Messages and Push Notifications

To the extent any Nexstar Services or Mobile Services enable you to send or receive SMS messages, the standard text messaging rates or other carrier charges may apply to such use. Further, you acknowledge and agree that you may receive push notifications through the Nexstar Services or Mobile Services.

Events

We may also offer services which enable our users to arrange and RSVP to attend physical events or gatherings at venues such as sports arenas and stadiums, college campuses, public parks, private homes or private enterprises that include, but are not limited to, restaurants, bars, clubs or retail stores. We do not supervise these events or gatherings and are not involved with any of the actions of the individuals at these events or gatherings. Accordingly, we have no control over the identity or actions of the individuals who are in attendance at these events or gatherings. You are solely responsible for determining if the event or gathering is safe. We do

not conduct criminal, driving or other background checks of users and cannot determine if users are suitable hosts or event attendees. There are risks associated with attending an event or gathering, including, without limitation, the failure of the host and its attendees to provide a safe atmosphere, abide by Applicable Law, miscommunication regarding the details of the event or gathering, and inappropriate or dangerous conduct on the part of the host or the other attendees that may result in injury and/or death.

By registering via our Sites or Services for events and gatherings, you represent and warrant that you meet any age eligibility requirements and agree to comply with the laws of the state in which the event or gathering occurs, including laws governing alcohol consumption.

Because we (i) do not supervise or control the events, gatherings or interactions between our users and other persons, (ii) are not in any way involved with physical transportation to or from events or gatherings or with the actions of any individuals at such events or gatherings, (iii) cannot guarantee the true identity or age of our users, and (iv) have no control over the quality, safety, morality, legality, truthfulness or accuracy of various aspects of any event or gathering, you agree to bear all risk and to release us (and our officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with your attendance at any event or gathering, our resolution of any disputes among users, and/or your transportation to or from, attendance at, or the actions of you or other persons at an event or gathering. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver.

User Disputes

You are solely responsible for your interactions with other Nexstar users, providers of Third Party Services or any other parties with whom you interact on, through or in connection with the Nexstar Sites and Services. Nexstar reserves the right, but has no obligation, to become involved in any way with these disputes.

Disclaimers

The Nexstar Sites and Nexstar Services are provided "AS IS" and "AS AVAILABLE" AND "WITH ALL FAULTS" and Nexstar does not guarantee or promise any specific results from use of the Nexstar Sites or Nexstar Services. Nexstar expressly disclaims any warranties and conditions of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement, to the fullest extent permitted by Applicable Law. Nexstar makes no warranty that your use of the Nexstar Sites and Nexstar Services will be uninterrupted, timely, secure or error-free or that any information obtained by you on, through or in connection with the Nexstar Sites, Nexstar Services or Third Party Services (including, but not limited to, through User Content or third party advertisements) will be accurate or reliable or free from harmful components, including viruses. Under no circumstances will Nexstar be responsible for any loss or damage, including,

but not limited to, property damage, personal injury or death, resulting from use of the Nexstar Sites, Nexstar Services, problems or technical malfunction in connection with use of the Nexstar Sites or Nexstar Services, attendance at a Nexstar event, any material downloaded or otherwise obtained in connection with the Nexstar Sites or Nexstar Services, any User Content, third party advertisement or Third Party Service posted on, through or in connection with the Nexstar Sites, or the conduct of any users of the Nexstar Sites or Nexstar Services, whether online or offline. Your use of User Content, third party advertisements, Third Party Services and the goods or services provided by any third parties is solely your responsibility and at your own risk. User Content, third party advertisements and Third Party Services do not reflect the opinions or policies of Nexstar. Stock and mutual fund quotes, and related financial stories may be delayed at least 20 minutes, as may be required by the stock exchanges and/or the financial information services. The Nexstar Sites should not be used in any high risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use.

Limitation on Liability

IN NO EVENT WILL WE, OUR PARENTS, SUBSIDIARIES, AFFILIATES AND EACH OF THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, SHAREHOLDERS, INFORMATION PROVIDERS, LICENSORS AND SUBLICENSEES, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, ECONOMIC OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE NEXSTAR SITES AND SERVICES, THE CONTENT, ANY THIRD PARTY CONTENT, MATERIAL, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE NEXSTAR SITES, OR ARISING OUT OF OR IN CONNECTION WITH TRANSPORTATION TO OR FROM EVENTS OR GATHERINGS, ATTENDANCE AT EVENTS OR GATHERINGS, PARTICIPATION IN OR EXCLUSION FROM EVENTS OR GATHERINGS AND THE ACTIONS OF YOU OR OTHERS AT EVENTS OR GATHERINGS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, GROSS NEGLIGENCE, OR OTHERWISE, BUT EXCLUDING WILLFUL MISCONDUCT). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION (WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY), WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO NEXSTAR, OR FIFTY DOLLARS (US \$50) (WHICHEVER IS LESS).

YOUR ACCESS TO AND USE OF THE SERVICES IS AT YOUR RISK. WE SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE, OR UNLAWFUL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SERVICES OR ANY OF THE CONTENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE SERVICES.

YOU ACKNOWLEDGE AND AGREE THAT IF YOU INCUR ANY DAMAGES THAT ARISE OUT OF NEXSTAR'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, ARE NOT IRREPARABLE AND ARE NOT SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION OR OTHER EQUITABLE RELIEF RESTRICTING EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, PROGRAM, OR OTHER AUDIO/VISUAL CONTENT OWNED OR CONTROLLED BY NEXSTAR, INCLUDING WITHOUT LIMITATION THE SERVICES (INCLUDING THOSE INCORPORATING USER CONTENT).

YOU ACKNOWLEDGE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR ARE UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE § 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN CATEGORIES OF DAMAGES. IN SUCH STATES, OUR LIABILITY, AND THE LIABILITY OF OUR PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES IS LIMITED TO THE FULLEST EXTENT PERMITTED UNDER SUCH STATE LAW.

Software; U.S. Export Controls

If you download our Software, such as a stand-alone software product or a browser plugin, you agree that from time to time, the Software may download upgrades, updates and additional features from us in order to improve, enhance and further develop the Software. Software available in connection with the Nexstar Sites and Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Nexstar Sites or Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

Indemnity

You agree to indemnify and hold Nexstar, its parents, subsidiaries, other affiliated companies, subcontractors and other partners, and their respective shareholders, directors, officers, employees, agents information providers, licensors, and sublicensees (collectively, the "Indemnified Parties"), harmless from any loss, liability, claim, or demand, including, but not limited to, reasonable attorneys' fees, incurred by the Indemnified Parties due to or arising out of your use or misuse of the Nexstar Sites or the Nexstar Services (including, without limitation, use of your account, whether or not authorized by you, and claims arising from User Content posted by you), your breach of this Agreement, your violation of any rights of another or any Content that you post or otherwise submit, your infringement or violation of any intellectual property right or other right of any person, your violation of Applicable Law, and any willful misconduct by you, through or in connection with the Nexstar Sites and Services. We retain the right to assume the exclusive defense and control of any claim subject to indemnification, and in such cases you agree to cooperate with us to defend such claim. You may not settle any claim covered by this Section without Nexstar's prior written approval.

Unsolicited Submissions

Nexstar does not knowingly accept unsolicited submissions including, without limitation, submissions of blog ideas, articles, scripts, story lines, fan fiction, characters, drawings, information, suggestions, proposals, ideas or concepts. Nexstar's policy is to simply delete any such submission without reading it or forwarding it to other Nexstar staff. Therefore, any similarity between an unsolicited submission and any elements in any Nexstar creative work including, without limitation, a story, title or concept would be purely coincidental. If unsolicited submissions are sent to Nexstar via the Nexstar Sites (including, but not limited to, any public forum), such submissions and copyright become the property of Nexstar and may be used, copied, sublicensed, adapted, transmitted, distributed, publicly performed, published, displayed or deleted as Nexstar sees fit. You agree that you are not entitled to any compensation, credit or notice whatsoever and that by sending an unsolicited submission you waive the right to make any claim against Nexstar relating to unsolicited submissions, including, without limitation, unfair competition, breach of implied contract or breach of confidentiality.

Employment Opportunities

Nexstar may, from time to time, post Nexstar employment opportunities on the Nexstar Sites and/or invite users to submit resumes to it. If you choose to submit your name, contact information, resume and/or other personal information to Nexstar in response to employment listings, you are authorizing Nexstar to utilize this information for all lawful and legitimate hiring and employment purposes. Nothing in this Agreement or contained in the Nexstar Sites will constitute a promise by Nexstar to contact, interview, hire or employ any individual who submits information to it, nor will anything in this Agreement or contained in the Nexstar Sites constitute a promise that Nexstar will review any or all of the information submitted to it.

Termination

This Agreement remains in full force and effect while you use any Nexstar Sites or Services. You may terminate one or more of your accounts on any of the Nexstar Sites at any time, for any reason, by contacting the Site Administrator listed in the "Contacts" link on the applicable Nexstar Site. Nexstar may terminate one or more of your account(s) and/or access to the Nexstar Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. Furthermore, even after your user account or access to the Nexstar Services is terminated, this Agreement will remain in effect. You agree that your account is non-transferable and any rights to your account terminate upon your death.

Entire Agreement

This Agreement constitutes the entire agreement between you and us, and supersedes all prior and contemporaneous agreements or other communications (written or oral) between you and us.

Disputes with Nexstar

These Terms will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, if applicable.

This Agreement will be governed by, and construed in accordance with, the laws of the state of Texas, without regard to its conflict of law provisions. You and Nexstar agree to submit to the exclusive jurisdiction of the federal or state courts located in Dallas County Texas to resolve any dispute arising out of this Agreement or the Nexstar Sites and Services. YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

You agree to file any claim you have arising out of or related to this site or these terms of service within one (1) year after the claim accrues; otherwise, such claim shall be permanently barred.

We may elect, in our sole discretion, to resolve any controversy or claim arising out of or relating to this Agreement or the Nexstar Sites and Services by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Unless we establish a different location, arbitration hearings will be held in Dallas, Texas. The arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

International Law

We control, operate and administer the Nexstar Sites from the United States. We make no representation that materials or Content on the Nexstar Sites are appropriate or available for use outside the United States and access to them from territories where their contents are illegal is prohibited. If you access the Site from a location outside the United States, you are responsible for compliance with all Applicable Law.

Other

The failure of Nexstar to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. The Section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

We may be required by state or federal law to notify you of certain events. You hereby acknowledge and agree that such notices will be effective upon our posting them on our sites or delivering them to you via email. You may update your email address by visiting the Services where you have provided contact information. If you do not provide us with accurate information, we will not be responsible for failure to notify you.

Please contact the Site Administrator listed in the “Contacts” link located at the “About Us” tab on the applicable Nexstar Site with any questions regarding this Agreement.