

Terms of Use

PLEASE NOTE THAT OUR TERMS OF USE HAVE CHANGED EFFECTIVE SEPTEMBER 9, 2022.

1. INTRODUCTION AND ACCEPTANCE

These “**Terms of Use**” apply to the Websites controlled by Red King Creative, LLC dba The Homestead Channel and/or its subsidiary and affiliated entities (“**Homestead**”, “**us**”, “**we**”, or “**our**”) where these Terms of Use are posted. “**Websites**” include sites hosted by one or more web servers (however accessed and/or used, whether via personal computers, mobile devices or otherwise (collectively, “**Computer**”)) and other interactive features, applications or downloads that are operated by us and that are available through, or interact with, Websites where these Terms of Use are posted.

We are proud to offer, among other things, a broad spectrum of lifestyle content and experiences in our discretion on or through the Websites and may from time to time and without notice add or remove functionality or features or suspend or stop a particular feature or service offering altogether.

PLEASE READ THESE TERMS OF USE AND APPLICABLE ADDITIONAL TERMS (DEFINED BELOW) CAREFULLY BEFORE USING THE WEBSITE OR ANY RELATED PLATFORM, SOFTWARE APPLICATION, OR OTHER HOSTED SITES, PROGRAMS, OR CONTENT, AS THEY AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. BY ACCESSING AND/OR USING THE WEBSITES (OTHER THAN TO READ THESE TERMS OF USE), YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION 17 BELOW. THESE TERMS OF USE REQUIRE YOU TO AGREE TO ARBITRATE DISPUTES RATHER THAN GOING TO COURT, GRANT US CERTAIN RIGHTS AND LICENSES, PROVIDE US CERTAIN INDEMNITIES, WAIVE CERTAIN OF YOUR RIGHTS AND REMEDIES, AND LIMIT OUR LIABILITY AND OBLIGATIONS TO YOU. READ THEM CAREFULLY AND DO NOT USE THE WEBSITE OR PURCHASE OUR PRODUCTS OR SERVICES AVAILABLE VIA THE WEBSITES IF YOU DO NOT AGREE.

You agree that these Terms of Use are supported by good and valuable consideration the receipt and sufficiency of which you hereby acknowledge. Such consideration includes, without limitation, your use of the Websites and the materials and information available on the same. In addition to these Terms of Use, Homestead has established a Privacy Policy to explain how user information is collected and used by Homestead. A copy of this Privacy Policy can be found [here](#) and is incorporated by reference into these Terms of Use. By accessing or using the Website, you are signifying your acknowledgement and agreement to Homestead’s Privacy Policy.

2. INTELLECTUAL PROPERTY

Unless otherwise explicitly specified, the Websites (including past, present and future versions) and included content (and any derivative works or enhancements of the same), including, but not limited to, all layout, text, illustrations, instructions, files, images, designs, software, scripts, graphics, photos, sounds, music, videos, information, advertising copy, content, materials, products, services, URLs, technology, documentation, interactive features, the "look and feel" of the Websites, the compilation, assembly and arrangement of the materials of the Websites and any and all copyrightable material (including source and object code) (collectively, the "Website Content"), and all intellectual property rights to the same are owned or controlled by us, our licensors, or both. Additionally, all trademarks, service marks, trade names, trade identities and trade dress that may appear on the Websites are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of

Use, you shall not acquire any right, title or interest in the Websites or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

3. WEBSITE ACCESS AND USE

(A) Access to the Websites, including, without limitation, the Website Content, is provided for your information and personal, non-commercial use only. When using the Websites, you agree to comply with all applicable federal, state, and local laws, including, without limitation, copyright law. Except as expressly permitted in these Terms of Use or applicable Additional Terms, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, subject to your strict compliance with these Terms of Use, you may download (temporary storage only), display, view, use, play and/or print (as applicable) one (1) copy of the Website Content (excluding source and object code in raw form or otherwise, other than as made available to access and use via a standard web browser to enable display on your Computer) on any single Computer for your limited, personal, non-exclusive, non-commercial, revocable, non-assignable and non-transferable use only. In some instances, we may permit you to have greater access to and use of Website Content, subject to Additional Terms applicable thereto. You acknowledge that you do not acquire any ownership rights by downloading, printing or otherwise using or accessing the Website Content.

(B) Furthermore, except as expressly permitted in these Terms of Use or applicable Additional Terms, you may not:

(i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notices on the Websites or Website Content or on any copy you make of the Website Content;

(ii) circumvent, disable or otherwise interfere with security-related features of the Website, including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Websites or Website Content;

(iii) use an automatic device (such as a robot or spider) or manual process to copy or "scrape" the Websites or Website Content for any purpose without the express written permission of Homestead, frame the Websites or Website Content except to the extent we have given you explicit permission to do so, or use any of our trademarks as meta tags. Notwithstanding the foregoing, Homestead grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Websites for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;

(iv) collect or harvest any personally identifiable information from the Websites, including, without limitation, usernames, passwords and e-mail addresses;

(v) solicit other users to join or become members of any commercial online service or other organization without our prior written approval;

(vi) attempt to or interfere with the proper working of the Websites or impair, overburden, or disable the same;

(vii) decompile, reverse engineer, disassemble, modify or attempt to discover any Website source or object code or any software or other products, services or processes accessible through any portion of the Websites;

(viii) use network-monitoring software to determine architecture of or extract usage data from the Websites;

(ix) encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Membership (as defined in Section 5(B)) without permission, etc.);

(x) use the Website Content in a manner that suggests an association with any of our networks, products, services or brands;

(xi) violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or

(xii) engage in any conduct that restricts or inhibits any other user from using or enjoying the Websites or that violates these Terms of Use or applicable Additional Terms.

(C) You agree to cooperate fully with Homestead to investigate any suspected or actual activity that is in breach of these Terms of Use or applicable Additional Terms.

(D) You also agree that you will be responsible for obtaining and maintaining all Computer hardware and other equipment needed for access to and use of the Websites and you will be responsible for all charges related thereto.

4. USER REGISTRATION, SUBSCRIPTIONS, PURCHASES, AND PAYMENTS

(A) In order to access or use some (or potentially all) of the features of the Websites, you may have to become a registered user. If you are under the age of eighteen (18), then you are not permitted to register as a user or otherwise submit personal information to Homestead. For more information about children, see Section E of our [Privacy Policy](#).

(B) If you become a registered user, you will provide true, accurate, current and complete registration information about you as may be prompted by any registration forms and, if such information changes, you will promptly update the relevant registration information. During registration, you may be required to create a username and password (a "Membership"), which may permit you access to certain areas of the Websites not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership and for restricting access to your Computer so that others may not access any password protected portion of the Websites using your username in whole or in part. If you register with us, you agree to accept sole responsibility for all activities that occur under your Membership, whether or not you have authorized the activity. You agree you will not sell, transfer or assign your Membership or any Membership rights. You agree to notify us immediately at info@thehomesteadchannel.com of any breach of security or unauthorized use of your

Membership. We reserve the right to terminate your account or otherwise deny you access to the Websites in our sole discretion for any or no reason without notice and without liability.

(C) We reserve the right, but have no obligation, to monitor any accounts and/or activities conducted through or related to the Websites. We may also deactivate, terminate or suspend your account or access to certain Websites at any time for reasons including, but not limited to, the following: (1) a violation of the Terms of Use; (2) if we determine, in our sole discretion, that you have created a risk or possible legal exposure for Homestead or any third party; (3) upon any discontinuation of material modification to our Websites and related services; (4) unexpected technical security issues or problems; (5) deletion of your information, files and content associated with your account in association with a request by you; (6) nonpayment of any fees owed by you in connection with the Websites and related services; or (7) extended periods of inactivity. Any termination or suspension of your account shall be at Homestead's sole discretion and Homestead shall not be liable to you or any third party for any suspension or termination of your account or access to the Websites.

(D) As a registered user, you may subscribe to certain premium, paid services, print subscriptions, or memberships available via the Websites (collectively "Subscriptions"). A Subscription will enable you to access certain features and content when available. Your use of premium content and features is expressly subject to these Terms of Use.

(E) Users agree to pay the fees, if any, listed on the Subscription sign-up page for the Subscription type and term listed on that page. Discount eligibility is determined at the time of the order, and discounts cannot be applied retroactively. By signing up for and using a Subscription, you agree to waive your 14-day right of withdrawal at the moment you subscribe, to the maximum extent permitted by applicable law, in exchange for immediate access. If applicable to the particular Subscription, you may modify your Subscription by upgrading or downgrading your Subscription tier at any time. When you modify your Subscription, the change will become effective at the end of the then-current Subscription term. Subscription payments are non-refundable except at our sole discretion and in accordance with the rules governing each Subscription.

(F) To provide continuous service to paid subscribers who purchase a Subscription, unless otherwise stated, we automatically renew your Subscription. The renewal term is usually the same duration as the original Subscription term (for example, a one-month Subscription will renew on a monthly basis and a one-year Subscription will renew on an annual basis). By making a Subscription purchase on the Websites, you acknowledge that your account will be subject to the above-described automatic renewals. At any time, if you do not wish your account to renew automatically or if you wish to cancel your Subscription, you may do so, with cancellations effective the following billing cycle. You will not receive a refund for the current billing cycle and will continue to have the same access and benefits for the remainder of the current billing period even in the event of cancellation. Your paid Subscription may be interrupted as a result of a canceled or expired payment card or other payment method. It is your responsibility to keep your payment card or payment method details up to date to continue accessing the Websites.

(G) All payments related to your Subscription or other purchases made from your registration account must be made from a payment method on which you are the named account holder (the "Payment Method"). Unless otherwise stated, all fees due for the Subscription(s) are payable in advance and will be billed automatically to the Payment Method. You agree that we will not be liable for any loss caused

by any unauthorized use of your payment card or any other method of payment by a third party in connection with the Websites. Any attempt to defraud us through the use of payment cards or other payment methods will result in immediate termination of your account and civil and/or criminal prosecution. In the case of suspected improper or fraudulent payment, including use of stolen credentials, by anyone, or any other fraudulent activity, we reserve the right to block your account. We are entitled to inform relevant authorities or entities (including credit reference agencies) of any payment fraud or other unlawful activity, and may employ collection services to recover payments.

(H) We may use third party electronic payment processors and/or financial institutions ("Payment Processors") to process financial transactions. You irrevocably authorize us, as necessary, to instruct such Payment Processors to handle such transactions and you irrevocably agree that we may give such instructions on your behalf in accordance with your requests as submitted on the Websites. You agree to be bound by the terms and conditions of each applicable Payment Processor. In the event of a conflict between these Terms of Use and the Payment Processor terms and conditions, these Terms of Use shall govern.

(I) We reserve the right to increase Subscription fees or to institute new fees at any time with reasonable advance notice in connection with use of or access to the Websites or any related services, in whole or in part. If you do not wish to pay the new prices, you can cancel your Subscription prior to the change becoming effective.

(J) We may offer opportunities to purchase products via the Websites. Certain products may have limited quantities. We reserve the right to refuse any order you place, limit quantities purchased per person, per household, or per order, or cancel orders that you place. In the event that we make a change to or cancel your order, we may attempt to contact you using the contact information you provided when you placed your order. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by resellers, distributors, dealers, or other commercial entities.

5. MOBILE

The Websites may include certain features and services that may be available via your mobile phone, including, without limitation: (a) the ability to upload to the Websites via your mobile phone (Mobile Uploads), (b) the ability to receive and reply to messages and to send content and messages using text messaging (Mobile Texts), and (c) the ability to access the Websites from your mobile phone as through a web browser or software application or "app" (Mobile Web) (collectively, the "Mobile Services"). We typically do not charge for Mobile Services. Your carrier's normal messaging, data and other rates and fees will, however, still apply. Your carrier may prohibit or restrict certain Mobile Services and certain Mobile Services may be incompatible with your carrier or mobile device. You should check with your carrier to find out what plans are available and how much they cost. By using the Mobile Services you agree that we may communicate with you regarding the Website and our partners by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services will be communicated to us.

You agree that in connection with the Mobile Services for which you are registered, we may send communications to your mobile device regarding us or other parties. Further, we may collect information related to your use of the Mobile Services. If you have registered for Mobile Services, you

agree to notify us of any changes to your mobile number and update your account(s) on the Websites to reflect this change.

6. CONDITIONS FOR LINKING TO WEBSITE

We hereby grant you a non-exclusive, limited license, revocable at our discretion, for you to link to the Website home page from any site you own or control that is not commercially competitive with the Websites and does not criticize or otherwise injure us, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material or that violates the spirit of our mission. Such a link is not an endorsement of such other site(s) by us. All of our rights and remedies are expressly reserved. Notwithstanding anything to the contrary contained in these Terms of Use or applicable Additional Terms, we reserve the right to prohibit linking to the Website for any reason, in our sole and absolute discretion, even if the linking complies with the requirements described above.

7. WEBSITE CONTENT & THIRD PARTY LINKS

(A) We provide the Websites, including, without limitation, Website Content for entertainment, educational and promotional purposes only. You may not rely on any information and opinions expressed on the Websites for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

(B) In some instances, Website Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Websites by anyone other than authorized employees or spokespersons while acting in their official capacities.

(C) If there is a dispute between persons accessing the Websites or between persons accessing the Websites and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release Homestead and its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

(D) The Websites may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

8. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Homestead and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Websites; (ii) any actual or alleged violation or breach by you of these Terms of Use or applicable Additional Terms; (iii) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (iv) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

9. DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITES IS AT YOUR SOLE RISK. THE WEBSITES AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS," AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, HOMESTEAD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITES WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITES OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, CUSTOM, TRADE, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITES OR ACCESSED THROUGH THE WEBSITES; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITES; (6) WARRANTIES THAT YOUR USE OF THE WEBSITES WILL BE SECURE OR UNINTERRUPTED, TIMELY OR ERROR-FREE; (7) WARRANTIES THAT DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (8) WARRANTIES THAT THE WEBSITES (OR THE SERVER THAT MAKES IT AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10. LIMITATION ON LIABILITY

(A) UNDER NO CIRCUMSTANCES SHALL HOMESTEAD OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE OR EXEMPLARY DAMAGES (EVEN IF FORSEEABLE OR IF HOMESTEAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER THEORY, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITES, THESE TERMS OF USE OR APPLICABLE ADDITIONAL TERMS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITES, INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT, IS TO STOP USING THE WEBSITES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITES OR ANY LINKS ON THE WEBSITES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITES OR ANY LINKS ON THE WEBSITES. SUCH LIMITATION SHALL ALSO

APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITES.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF HOMESTEAD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY HOMESTEAD DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITES, THESE TERMS OF USE OR APPLICABLE ADDITIONAL TERMS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

(C) In some jurisdictions limitations of liability or of warranties are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

11. TERMINATION

(A) We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or any Subscription and/or block your access to the Websites for any reason, including, without limitation, if you have failed to comply with the letter and spirit of these Terms of Use or applicable Additional Terms. You agree that Homestead shall not be liable to you or any third party for any termination or suspension of your Membership or Subscription or for blocking your access to the Websites.

(B) If you become a registered user, you may terminate your Membership or any Subscription at any time by sending an e-mail to info@thehomesteadchannel.com, subject to the other terms and conditions hereof.

(C) Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive, including, but not limited to, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 19. Upon suspension or termination of your Account, you will immediately discontinue use of the Website Content and destroy any copies of Website Content in your possession, including deleting any downloaded Website Content from your Computer.

12. COPYRIGHT POLICY

(A) Homestead respects the intellectual property rights of others and expects its users to do the same. In appropriate circumstances and at its sole discretion, Homestead may terminate and/or disable the Membership of users who it suspects to be infringers of the copyrights (or other intellectual property rights) of others, including those rights of Homestead. Additionally, in appropriate circumstances and in its sole discretion, Homestead may remove or disable access to material on any of its Websites or hosted on its systems that may be infringing or the subject of infringing activity.

(B) In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Homestead' Designated Agent may be reached at:

Red King Creative, LLC dba The Homestead Channel
Attn: DMCA Agent
c/o Legal Department
P.O. Box 1558
Columbia, TN 38402

(C) If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work's copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(ii) 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.

(iii) 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 us to locate the material.

(iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

(v) A statement that you have 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.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

13. CHOICE OF LAW; JURISDICTION AND VENUE

These Terms of Use shall be construed in accordance with the laws of the State of Tennessee without regard to its conflict of laws rules. Any legal proceedings against Homestead that may arise out of, relate to, or be in any way connected with our Website, these Terms of Use or applicable Additional Terms, and which are not subject to the arbitration provisions of Section 14 below, shall be brought exclusively in the state and federal courts of Tennessee and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

14. DISPUTE RESOLUTION; BINDING ARBITRATION

In the Dispute Resolution Section only, "we" and "us" are used to refer to you and Homestead together.

(A) We each agree to first contact each other with any Disputes (defined below) and provide a written description of the problem and the proposed resolution. You agree to contact us with Disputes by contacting us at the address provided in Section 14(B)(ii) below. We will contact you based on the contact information you have provided us.

(B) We each agree to finally settle all Disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Terms of Use and can award the prevailing party(ies) damages and relief. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

(i) "Disputes" are any claims or controversies against each other related in any way to the Websites, Website Content or these Terms of Use - this includes claims you bring against our employees, agents, affiliates or other representatives, and claims Homestead may bring against you; provided, however, that any issues relating to Homestead' intellectual property rights, including any such rights Homestead claims that may be in dispute, shall only be subject to arbitration if Homestead agrees in writing to have such subject to arbitration.

(ii) If either of us wants to arbitrate a Dispute, we agree to send written notice to the other providing a description of the Dispute and the proposed resolution. We will send notice to you based on the contact information you have provided us and notice to us must be sent to: Red King Creative, LLC dba The Homestead Channel, ATTN: Legal Department, P.O. Box 1558, Columbia, TN 38402. We agree to make attempts to resolve the Dispute. If the parties cannot resolve the Dispute within forty-five (45) days of receipt of the notice to arbitrate, then either of us may submit the Dispute to formal arbitration.

(iii) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a Dispute is subject to arbitration.

(iv) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules as supplemented by AAA's Supplementary Procedures for Consumer-Related Disputes. In the event AAA is unwilling or unable to set a hearing date within forty-five (45) days of the filing of a "demand for arbitration", then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. ("JAMS") or any other mutually agreeable arbitration administration service. You can obtain procedures, rules, and fee information from the AAA at 1-800-778-7879 or www.adr.org and from JAMS at (949) 224-1810 or <http://www.jamsadr.com>. If applicable law requires Homestead to pay a greater portion of the arbitration fees then provided under the applicable arbitration service's rules in order for the arbitration provision to be enforceable, Homestead shall have the discretion to elect to pay such fees and proceed to arbitration. Discovery shall be permitted pursuant to the applicable arbitration rules. The arbitrator's award will consist of a written statement stating the disposition of each claim and will provide a statement of the essential findings and conclusions on which the award is based. The award shall be enforceable by any court with jurisdiction over the parties.

(v) The arbitration will be conducted by a single neutral arbitrator who is a lawyer or a retired judge. If an in-person hearing is required, the arbitration hearing will be conducted in the metropolitan statistical area in which you are a resident at the time the Dispute is submitted for arbitration. The federal or state law that applies to these Terms of Use will also apply during the arbitration.

(vi) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the Dispute must be brought in court. The provisions of this Section will not apply to any legal action taken by Homestead to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Websites, any Website Content, your User Content and/or Homestead's intellectual property rights.

(vii) Except where prohibited or limited by applicable law, the prevailing party(ies) in the arbitration will be entitled to recover its costs and expenses, including reasonable attorneys' fees and experts' fees, which are incurred in connection with the arbitration.

(C) Notwithstanding the foregoing, either of us may bring qualifying claims in small claims court.

(D) The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210.

15. NO CLASS ACTIONS

TO THE EXTENT ALLOWED BY LAW, EACH OF YOU AND HOMESTEAD WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

16. NO TRIAL BY JURY

TO THE EXTENT ALLOWED BY LAW, EACH OF YOU AND HOMESTEAD WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

17. AMENDMENT; ADDITIONAL TERMS

(A) We reserve the right in our sole discretion and at any time without prior notice and for any reason, to modify or discontinue any aspect or feature of the Websites or to modify or add to these Terms of Use ("Updated Terms"). In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Websites generally, unique parts of the Websites, or both, and as relating to any Subscription plans or programs ("Additional Terms"). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

(B) Updated Terms or Additional Terms will be effective immediately upon notice, either by posting on the Websites so that they are accessible via a link on the homepage or by notification by e-mail or conventional mail. It is your responsibility to review the Terms of Use and the Websites from time to

time for any Updated Terms or Additional Terms. Your access and use of the Websites after we have posted the Updated Terms (or engaged in such other conduct as we may reasonably specify) or applicable Additional Terms will signify your assent to and acceptance of the same, which will be effective as of the time of posting, or such later date as may be specified therein, and will apply to your use of the Websites from that point forward. If you object to any Updated Terms or to any Additional Terms, you may terminate your Membership as provided in Section 11(B) herein or, if you do not have a Membership, your only recourse is to immediately discontinue use of the Websites.

18. TERRITORIAL RESTRICTIONS

Software related to or made available by the Websites and/or Website Content may be subject to United States export controls. Thus, no software from the Websites and/or Website Content may be downloaded, exported or re-exported (a) into (or to a national or resident of) Cuba, North Korea, Iran, Syria or any other country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading any software related to the Websites and/or Website Content, you represent and warrant that you are not located in, under the control of, or a national or resident of, any such country or on any such list. The parties specifically disclaim application of the Convention on Contracts for the International Sale of Goods.

19. MISCELLANEOUS

(A) Any delay or failure on the part of us to exercise or enforce any rights under these Terms of Use to which we may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. Homestead has the right to determine your compliance with these Terms of Use in our sole discretion. You irrevocably agree that you waive any and all rights to injunctive or other equitable relief. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be unlawful, void, or for any reason invalid or unenforceable, then that provision will be deemed severable from these Terms of Use and the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

(B) These Terms of Use (including the [Privacy Policy](#) and any Updated Terms or Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

(C) You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. Homestead may assign these Terms of Use or any rights hereunder without your consent and without notice.

(D) If you have any feedback, questions or comments about the Websites or related services, please contact our Support Team at info@thehomesteadchannel.com or direct your communication to us by mail at P.O. Box 1558, Columbia, TN 38402.