# **TERMS OF USE AND PRIVACY POLICY**

Effective Date: January 24, 2024

# **TERMS OF USE**

Effective Date: January 24, 2024

Welcome to OurCountryOurChoice.com and ancillary sites, Members.OurCountryOurChoice.com and Shop.OurCountryOurChoice.com collectively ("OurCountryOurChoice.com" or "Site"). It's important to us that users have a special experience when using this Site and related content and our services ("Services"). To that end, these Terms of Use ("Terms") describe our terms of service and your terms of use and certain legal rights and limitations. Each time you access and/or use the Site or related content and Services, you agree to be bound by these terms.

- 1. These Terms and any additional terms posted on this Site may be modified by us from time to time and apply as modified at each time of use of the Site. You agree that the Terms then posted on the Site at the time of your use govern.
  - You represent that you have the legal capacity to agree to and be bound by these Terms.
  - The information you submit to the Site must be correct. We can refuse access to the Site or related content and Services if we learn that information you have provided is inaccurate.
  - Disclaimer of Warranties.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE SITE AND ALL THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES AND OTHER CONTENT IN THE SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW. OURCOUNTRYOURCHOICE.COM AND ANY SUBSIDIARIES OR AFFILIATED COMPANIES OF OUR COUNTRY OUR CHOICE, LLC DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THIS SITE WILL BE AVAILABLE. UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SITE OR ANY SITES LINKED TO THE SITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WE MAKE NO WARRANTIES THAT YOUR USE OF THE MATERIALS, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT IN THE SITE OR ANY SITE WILL NOT INFRINGE THE RIGHTS OF OTHERS AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH MATERIALS, INFORMATION, SOFTWARE, FACILITIES. SERVICES. OR OTHER CONTENT OF THE SITE OR ANY OTHER SITE. IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED WARRANTIES TO APPLY TO YOU. THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### • Limitation of Liability.

WE DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND DO NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE (DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR OTHERWISE) RESULTING FROM ANY USE OF, OR INABILITY TO USE, THE SITE OR ANY OTHER SITE, OR THE MATERIAL, INFORMATION, SOFTWARE, FACILITIES, SERVICES, OR OTHER CONTENT ON THE SITE OR ANY OTHER SITE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF WE OR ANY EMPLOYEE, OFFICER OR OWNER OF OURCOUNTRYOURCHOICE.COM OR OUR COUNTRY OUR CHOICE, LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE ARISING THEREIN. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

• Binding Arbitration of All Disputes; No Class Relief.

To the fullest extent permissible by law, with the exception of disputes pertaining to our intellectual property rights and certain statutory claims that, pursuant to law, are not arbitrable, any dispute of any kind between you and us arising under these Terms shall be resolved through binding arbitration pursuant to the JAMS Streamlined Arbitration Rules and Procedures on an individual basis with no class relief. The arbitrator shall be a retired judge or justice of any Florida state or federal court with substantial experience in the internet industry and shall follow Florida substantive law in adjudicating the dispute, except that this Section 6 shall be construed as a "written agreement to arbitrate" pursuant to the Federal Arbitration Act ("FAA"). You and we agree that we intend that this Section 6 satisfies the "writing" requirement of the FAA. The hearing shall be conducted either in Florida or in the county that encompasses the billing address you have provided to us. For any claim in which you seek U.S. \$10,000.00 or less, you shall have the choice as to whether the hearing is conducted in person, by telephone, or instead the arbitrator may decide the dispute without a hearing. AGREEMENT TO THESE TERMS CONSTITUTES AN AGREEMENT TO PURSUE YOUR CLAIM ON AN INDIVIDUAL BASIS AND A WAIVER OF THE ABILITY TO PURSUE YOUR CLAIM IN A CLASS ACTION.

• Forums.

THE MATERIALS, INFORMATION AND OPINIONS INCLUDED AND/OR EXPRESSED IN OR ON BULLETIN BOARDS, COMMENT SECTIONS, COMMUNITY PAGES, OR OTHER FORUMS ON THIS SITE ("FORUMS") ARE NOT NECESSARILY THOSE OF OURCOUNTRYOURCHOICE.COM OR OUR CONTENT PROVIDERS. WE DO NOT UNDERTAKE TO MONITOR OR REVIEW FORUMS, AND THE CONTENT OF FORUMS IS NOT OUR RESPONSIBILITY. WE MAY REMOVE OR MODIFY ANY CONTENT WITHOUT NOTICE OR LIABILITY AT ANY TIME IN OUR SOLE DISCRETION. ANY USE OF THE FORUMS WILL BE AT YOUR OWN RISK AND WILL BE SUBJECT TO THE DISCLAIMERS AND LIMITATIONS ON LIABILITY SET OUT ABOVE.

• Submissions, Postings, and Emails.

We are interested in hearing from you regarding your questions or comments about our Site. However, we do not accept or consider unsolicited submissions of any kind (e.g., ideas, concepts, or any other similar materials) in any format, by any means of transmission (including email). Any such submissions may be either returned to the sender or deleted or discarded or considered by us to be non-confidential. Therefore, please do not send any unsolicited submissions to OURCOUNTRYOURCHOICE.COM or OUR COUNTRY OUR CHOICE, LLC.

• User Content.

From time to time, areas on this Site may expressly request or allow submissions of concepts, stories, or other potential content from you ("User Content"). Where this is the case, please carefully read any specific rules or other terms and conditions which appear on this Site to govern those User Content ("Additional Terms"), as they

will affect your legal rights. If no Additional Terms govern those User Content, then these Terms will apply in full to any User Content you make. IN ANY EVENT, ANY MATERIAL YOU SEND TO US WILL NOT BE TREATED AS CONFIDENTIAL. Regardless of any industry custom or practice, we will not pay you for the use of any content that you submit to the Site.

# • Our User Content Reservation of Rights

OurCountryOurChoice.com does not guarantee the truthfulness, accuracy, or validity of any User Content on the Site. OUR COUNTRY OUR CHOICE, LLC reserves the right to refuse, delete or remove any User Content that it considers inappropriate or otherwise objectionable, in its sole discretion. OUR COUNTRY OUR CHOICE, LLC, however, assumes no responsibility for monitoring or policing the Site for inappropriate User Content or conduct. If at any time OUR COUNTRY OUR CHOICE, LLC chooses, in its sole discretion, to monitor the Site, OUR COUNTRY OUR CHOICE, LLC will assume no responsibility for the User Content on the Site, no obligation to modify or remove any inappropriate or otherwise objectionable User Content on the Site, and no responsibility for the conduct of any user submitting such User Content.

By submitting User Content to or through the Site, you expressly grant OUR COUNTRY OUR CHOICE, LLC a worldwide, non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, transferable license (including the right to sublicense through multiple tiers) to:

- Use, publish, transmit, translate, modify, reproduce, display, distribute, process, adapt, publicly perform, publicly display, prepare derivative works from, and distribute your User Content, derivatives, or any portion thereof, in any form, medium or distribution method now known or hereafter existing, known or developed, and authorize others to use your User Content.
- Use (and permit others to use) your User Content in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your User Content or any modification thereto, in whole or in part, into any technology, product, or service); and
- Display advertisements in connection with your User Content and to use your User Content for advertising and promotional purposes.

You acknowledge that you are solely responsible for the User Content you post on or through the Site and the consequences of posting such User Content. By posting such User Content, you represent and warrant to us that:

- You own all rights in your User Content (including, without limitation, all rights to the reproduction and display of your User Content) or, alternatively, you have acquired all necessary rights in your User Content to enable you to grant to us the rights in your User Content as described in this Agreement;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Content;
- Your User Content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that you may have in your User Content;
- Any information contained in your User Content is not known by you to be false, inaccurate, or misleading;
- Your User Content does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Content is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or

unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;

- You were not and will not be compensated or granted any consideration by any third party for submitting Your User Content;
- Your User Content does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your User Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Content does not contain any information that you consider confidential, proprietary, or personal; and
- Your User Content does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

OUR COUNTRY OUR CHOICE, LLC may use email validation or other confirmation or validation methods to reduce "comment spam."

• User Conduct.

By accessing and using the Site, you agree that you will: (i) comply with all applicable local, state, national, and international laws and regulations that govern your use of the Site; and (ii) provide truthful and accurate information about your identity if you choose to register on the Site.

You also agree that you will NOT:

- disrupt or interfere with the security or accessibility of the Site or any services offered in connection with the Site;
- transmit any obscene or otherwise objectionable User Content, viruses or other harmful files, or any type of unsolicited mass email through or in connection with the Site;
- reproduce, duplicate, copy, sell, resell, use or exploit any portion of the Site for a commercial purpose, unless specifically authorized by OUR COUNTRY OUR CHOICE, LLC;
- attempt to gain unauthorized access to the Site;
- defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- use racially, ethnically, or otherwise offensive language;
- use explicit/obscene language or solicit/post sexually explicit images (actual or simulated);
- post anything that exploits children or minors;
- post anything that depicts cruelty to animals;
- post any copyrighted or trademarked materials without the express permission from the owner;
- disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation;
- use any robot, spider, scraper or other automated means to access the Site;
- take any action that imposes an unreasonable or disproportionately large load on our infrastructure;
- alter the opinions or comments posted by others on this Site;
- use the Site for unintended purposes or trying to change the behavior of the Site;
- attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- attempt to interfere with service to any user, host or network including, but not limited to, by way of submitting a virus to, or overloading, "flooding," "spamming," "mailbombing" or "crashing"; or
- take any action that may otherwise harm, disrupt or overburden the Site, or harm another user of the Site.

This list of prohibitions provides examples and is not complete or exclusive. OUR COUNTRY OUR CHOICE, LLC reserves the right to (a) terminate access to your account, your ability to post to this Site and (b) refuse, delete or remove any User Content with or without cause and with or without notice, for any reason or no reason, or for any action that OUR COUNTRY OUR CHOICE, LLC determines is inappropriate or disruptive to this Site or to any other user of this Site. OUR COUNTRY OUR CHOICE, LLC may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at our discretion, OUR COUNTRY OUR CHOICE, LLC will cooperate with law enforcement agencies in any investigation of alleged illegal activity.

YOU WAIVE AND HOLD HARMLESS OUR COUNTRY OUR CHOICE, LLC. AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

• Children Under 13.

The Site is not directed to children under 13, and OUR COUNTRY OUR CHOICE, LLC does not knowingly collect or solicit personally identifiable information from or about children under 13. If we discover that we have received any personally identifiable information from a child under 13, we will delete such information from our servers and records promptly.

• Subscriptions and Paid Products.

We reserve the right at any time to charge fees for certain services and for access to certain portions of the Site or the Site as a whole ("Premium Services"). We will not charge you for Premium Services unless we obtain your prior agreement to pay any charges. Thus, if at any time we require or change a fee for Premium Services, we will give you thirty (30) days advance notice of such fees. Any new fees will be posted prominently on the applicable Site and/or through an email address that we have in our records for you. You are responsible for paying all fees and charges, including all applicable taxes, incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred.

We reserve the right to offer signup discounts for our Premium Services, however, subscription renewals will be at the term's full price unless otherwise noted at the time of signup. Monthly subscriptions and Annual subscriptions will renew at prices displayed on the Site.

We reserve the right to make changes to our Premium Services at any time and without notice, including the addition and/or removal of products and benefits, as well as changing or eliminating the prices charged.

We reserve the right to suspend or terminate access to any Premium Services at any time. Furthermore, no credit or refund will be offered if a Premium Service is temporarily unavailable.

You may cancel your account at any time, but when you cancel your access and/or subscription to a Premium Service, you cancel only future charges and we will not offer you a refund of any payments that have already been made for said paid product.

## • Product Specifications; Pricing; Typographical Errors.

We do our best to describe every product or Service offered on this Site accurately. However, we do not warrant that product specifications, pricing, promotional offers, or other content on the Site is complete, accurate, reliable, current, or error-free. In the event of any errors relating to pricing, terms, or specifications, we shall have the right to refuse or cancel any orders in our sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. If a product you purchased from us is not as expected, your rights are described in the Refunds and Returns Policy [https://OurCountryOurChoice.com/refunds/].

• Seller; Risk of Loss.

OurCountryOurChoice.com is or may be the seller of various goods and Services on the Site. However all items purchased from the Site are pursuant to a shipment contract and risk of loss and title may pass to you upon our delivery to the carrier.

• Release.

If you have a dispute with one or more users (including merchants), you release us (and our parent companies, affiliates and subsidiaries, and their respective officers, directors, employees, and agents) from claims, demands, liabilities, costs, or expenses and damages (actual and consequential of every kind and nature, known and unknown, arising out of or in any way connected with such disputes). In entering into this release, you expressly waive any protections (whether statutory or otherwise) to the extent permitted by applicable law that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

• Indemnity.

You agree to indemnify and hold harmless OurCountryOurChoice.com and OUR COUNTRY OUR CHOICE, LLC and its officers, directors, employees, agents, distributors, and affiliates from and against any and all claims, demands, liabilities, costs or expenses, including reasonable attorney's fees, resulting from your breach of these Terms, including any of the foregoing provisions, representations or warranties, from your placement or transmission of any content onto our servers and/or from any and all use of your account.

• System Abuse.

Without limitation, you agree not to send, create, or reply to so called "mailbombs" (i.e., emailing copies of a single message to many users, or sending large or multiple files or messages to a single user with malicious intent), or conduct impersonations or other scams, or engage in "spamming" (i.e., unsolicited emailing for business or other purposes) or undertake any other activity which may adversely affect the operation or enjoyment of this Site by any other person, including placing malware on the Site.

You may not reproduce, sell, resell, or otherwise exploit any resource, or access to any resource, contained on this Site.

You further agree not to send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Site or our Services. If you do so, you acknowledge you will have caused substantial harm to us, but that the amount of harm would be extremely difficult to measure. As a reasonable estimation of such harm, and by way of liquidated damages and not as a penalty, you agree to pay us \$50 for each actual or intended recipient of such communication.

• Security.

Any usernames and passwords used for this Site are for individual use only. You shall be responsible for the security of your username and password (if any). We shall be entitled to monitor your username and password and, at our discretion, require you to change it. If you use a username and password that we consider insecure, we will be entitled to require it to be changed and/or terminate your account.

• Third-Party Sites.

This Site may link you to other sites on the Internet. These sites may contain information or material that some people may find inappropriate or offensive. These other sites are not under our control, and you acknowledge that (whether or not such sites are affiliated in any way with us) we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of any link on this Site does not imply endorsement of any site by us or any association with its operators.

We cannot ensure that you will be satisfied with any products or services that you purchase from any third-party site that links to or from us since the third-party sites are owned and operated by independent retailers. We do not endorse any of the merchandise, nor have we taken any steps to confirm the accuracy or reliability of any of the information contained on such third-party sites. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third-party, and you irrevocably waive any claim against us with respect to such sites. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third-parties.

• Choice of Law.

With the exception of Section 6 which will be construed in accordance with the FAA and California law, these Terms shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

• Notice for California Users.

Under California Civil Code Section 1789.3, California users of the Site may be entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

• How to Contact Us.

This Site is controlled and operated by OUR COUNTRY OUR CHOICE, LLC. Please forward any questions regarding privacy, security, or any other legal matter to yourprivacy@OurCountryOurChoice.com.

• General

If any provision of these Terms is adjudged by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between you and OurCountryOurChoice.com and OUR COUNTRY OUR CHOICE, LLC relating to the matters contained here and the Site and related content and Services.

### PRIVACY POLICY

Effective Date: January 24, 2024

Welcome to OurCountryOurChoice.com and ancillary sites, Members.OurCountryOurChoice.com and Shop.OurCountryOurChoice.com collectively ("OurCountryOurChoice.com" or "Site"). It's important to us that users have a special experience when using this Site and related content and Services. To that end, this Privacy Policy and Terms of Use describe your legal rights and obligations. Each time you access and/or use the Site or related content and Services, you agree to be bound by these terms.

Table of Contents

1. SCOPE AND APPLICATION: What and who this Policy covers

2. COLLECTION OF INFORMATION: The sources of and methods by which we, our service providers, and our advertisers collect information from and about you, including information about your interaction with the OurCountryOurChoice.com Services

3. USE AND DISCLOSURE: How we use the information we collect from and about you, and who we might share it with and why

4. SECURITY: How we protect your information from loss or misuse

5. OTHER IMPORTANT INFORMATION: Other things you should know about this Policy and how we handle your information

6. CONTACT US: How to contact us about this Policy

7. CALIFORNIA CONSUMER PRIVACY ACT NOTICE: Other things you should know if you reside in California

PLEASE READ THIS PRIVACY POLICY AND THE RELATED TERMS OF USE LOCATED AT TERMS OF USE CAREFULLY BEFORE USING OurCountryOurChoice.com SERVICES.

## 1. SCOPE AND APPLICATION

OUR COUNTRY OUR CHOICE, LLC ("OurCountryOurChoice.com" or "we" or "our") wants you to be familiar with how we collect, use and disclose information from and about you. This Privacy Policy describes the collection, use, and sharing of information from or about you in connection with your use of the OurCountryOurChoice.com Services. California residents, please see the California Consumer Privacy Act Notice in Section 7 below. By accessing OurCountryOurChoice.com and/or using related content or Services, you agree to the terms and conditions of this Privacy Policy.

The term "OurCountryOurChoice.com Services" or "Services" refers to our video service, including the selection of television shows, clips, and other content whether created by or for OurCountryOurChoice.com, or made available for use on OurCountryOurChoice.com (collectively, the "Content") and our video player for viewing the Content (the "Video Player"), as well as any other OurCountryOurChoice.com or business partner's products, features, tools, materials, or other services offered from time to time by OurCountryOurChoice.com through a variety of Access Points. The term "Access Points" refers to, collectively, the OurCountryOurChoice.com website and certain business partners' websites, mobile applications, streaming channels and apps, and other places where any of our Services are authorized by OurCountryOurChoice.com or a business partner to be made available. The OurCountryOurChoice.com Services are for a general audience, are not directed to

children, and OurCountryOurChoice.com does not knowingly collect personal information from children under 16 years of age on or through the OurCountryOurChoice.com Services.

This Privacy Policy applies to all users of the OurCountryOurChoice.com Services, including both those who use the OurCountryOurChoice.com Services without being registered for the OurCountryOurChoice.com Services and those who have registered. This Privacy Policy applies to our collection and use of your personal information (i.e., information that identifies a specific person, such as full name or email address). It also describes generally our practices for handling non-personal information (for example, interests, demographics and services usage).

### 2. COLLECTION OF INFORMATION

OurCountryOurChoice.com and our service providers may collect the following information from and about you:

Registration Information is the information you submit to register for the OurCountryOurChoice.com Services, for example, to create an OurCountryOurChoice.com account, post comments, receive a newsletter or mobile alert, or enter a contest or sweepstakes. Registration Information may include, for example, name, email address, gender, zip code, birthday, phone number, political view, and household income. In addition, OurCountryOurChoice.com may collect information you provide to us when you respond to surveys, set your preferences, contact OurCountryOurChoice.com through customer service or by other means, or participate in promotions that OurCountryOurChoice.com may offer from time to time. OurCountryOurChoice.com may allow for multiple profiles to be set up under one account. If this occurs, we may collect information you provide to us if you create a profile.

Mobile Phone Number collection and usage. By submitting your mobile phone number and checking the box to opt in, you agree to receive recurring SMS/MMS messages, including automated texts, to that number from our short code. Msg & data rates may apply. Reply HELP for help, STOP to end. SMS opt-in will not be sold, rented, or shared.

Public Information and Posts consist of comments or content that you post to the OurCountryOurChoice.com Services and the information about you that accompanies those posts or content, which may include a name, user name, comments, likes, status, profile information and picture. Public Information and Posts are always public, which means they are available to everyone and may be displayed in search results on external search engines.

Information from Social Media. If you access or log-in to the OurCountryOurChoice.com Services through a social media service or connect a OurCountryOurChoice.com Service to a social media service, the information we collect may also include your user ID and/or user name associated with that social media service, any information or content you have permitted the social media service to share with us, such as your profile picture, email address or friends lists, and any information you have made public in connection with that social media service. When you access the OurCountryOurChoice.com Services through social media services or when you connect an OurCountryOurChoice.com Service to social media services, you are authorizing OurCountryOurChoice.com to collect, store, and use such information and content in accordance with this Privacy Policy.

Activity Information. When you access and interact with the OurCountryOurChoice.com Services, OurCountryOurChoice.com and its service providers may collect certain information about those visits. For example, in order to permit your connection to the OurCountryOurChoice.com Services, our servers receive and record information about your computer, device, and browser, including potentially your IP address, browser type, and other software or hardware information. If you access the OurCountryOurChoice.com Services from a mobile or other device, we may collect a unique device identifier assigned to that device, geolocation data (including your precise location), or other transactional information for that device.

Cookies and other tracking technologies (such as browser cookies, pixels, beacons, local storage, and other mechanisms) use various approaches to collect and store data. Some of these technologies store data in the browser or on your device. Other technologies may use network-related or other information to recognize your device (e.g., IP address). OurCountryOurChoice.com's websites, apps and other services use these technologies, for example, when you first request a web page and data is then stored on your computer or other device so the website or app can access information when you make subsequent requests for pages from that service. These technologies may also be used to collect and store information about your usage of the OurCountryOurChoice.com Services, such as pages you have visited, search history, and the video and other content you have viewed.

Other parties that support the OurCountryOurChoice.com Services by serving advertisements or providing services, such as allowing you to share content or tracking aggregate OurCountryOurChoice.com Service usage statistics, may also use these technologies to collect similar information when you use the OurCountryOurChoice.com Services or other parties' services (such as website and emails). Those parties may also use these technologies, along with activity information they collect, to recognize you across the devices you use, such as a mobile device and a laptop or other computer. OurCountryOurChoice.com does not control these technologies and their use is governed by the privacy policies of parties using such technologies. For more information about third party advertising networks and similar entities that use these technologies, including your choices with respect to them, see the section entitled "To deliver relevant advertisements," below.

Your browser may be initially set to accept cookies, but you can change your settings to notify you when a cookie is being set or updated, and to block cookies altogether. Please consult the "Help" section of your browser for more information, including on how to clear data from local storage, and depending on your browser, how to turn off other data collection by the browser. Please note that by blocking any or all cookies you may not have access to certain features, content or personalization available through the OurCountryOurChoice.com Services.

Information from Other Sources. We may supplement the information we collect with information from other sources, such as publicly available information about your online and offline activity from social media services, advertising technology companies, advertisers, commercially available sources, and information from our OurCountryOurChoice.com business partners.

Authenticated Content. To access certain Content via the OurCountryOurChoice.com Services, you may be redirected to your television content provider's registration page, and/or you may be required to register directly with your television content provider. Any information that you provide to your television content provider will be subject to the applicable television content provider's privacy policy, rather than this Privacy Policy. We have no control over, and are not responsible for, your television content provider's use of personal information.

Do Not Track Signals. At this time we do not respond to browser 'Do Not Track' signals, as we await the work of interested stakeholders and others to develop standards for how such signals should be interpreted.

#### 3. USE AND DISCLOSURE

We may use the information we collect from and about you to provide the OurCountryOurChoice.com Services and features to you, including to measure and improve those OurCountryOurChoice.com Services and features and to develop new products and services; to improve your experience with both online and off-line OurCountryOurChoice.com Services by delivering content you will find relevant and interesting, including advertising and marketing messages; to allow you to comment on content, and participate in online games, contests, other promotions, special offers, or rewards programs; to provide you with customer support and to respond to inquiries. In order to provide you with content and advertising that is more interesting and relevant to you, we may use the information from and about you to make inferences and predictions about your potential areas of interest. When the information collected from or about you does not identify you as a specific person, we may use that information for any purpose or share it with other parties, to the extent permitted by applicable law.

We use the information we collect from and about you for these additional purposes:

To allow service providers to assist us in providing and managing the OurCountryOurChoice.com Services. The information we collect from and about you may be made available to certain service providers, such as contractors, analytics and other measurement companies, agents or sponsors, who help us analyze and understand your use of the OurCountryOurChoice.com Services, and manage and/or provide the OurCountryOurChoice.com Services.

To deliver video content. In the ordinary course of our business, we may share information that we collect from or about you to third parties in order to process your requests and fulfill your orders for video content offered through the OurCountryOurChoice.com Services, including to provide you with access to localized content and provide video content recommendations. For example, to process your request to view certain authenticated video content through OurCountryOurChoice.com Services or, we may need to share information about you with our third party service providers in order to authenticate and/or authorize you to view authenticated video content through the OurCountryOurChoice.com Services.

To allow social sharing functionality. If you log in with or connect a social media service account to the OurCountryOurChoice.com Services, we may share your user name, picture, and likes, as well as your activities and comments with other OurCountryOurChoice.com Service users and with your friends associated with your social media service. We may also share the same information with the social media service provider. By logging in with or connecting your OurCountryOurChoice.com Services account with a social media service, you are authorizing us to share information we collect from and about you with the social media service provider, other users, and your friends and you understand that the social media service's use of the shared information will be governed by the social media service's privacy policy. If you do not want your personal information shared in this way, please do not connect your social media service account with your OurCountryOurChoice.com Services account with your OurCountryOurChoice.com Services account with your OurCountryOurChoice.com Service account with your personal information shared in this way, please do not connect your social media service account with your OurCountryOurChoice.com Services account and do not participate in social sharing on the OurCountryOurChoice.com Services.

To provide co-branded services and features. We may offer co-branded services or features, such as contests, sweepstakes, special offers, or other promotions together with companies ("Co-Branded Services"). These Co-Branded Services may be hosted on the OurCountryOurChoice.com Services or on that other party's service. By virtue of these relationships, we may share the information you submit in connection with the Co-Branded Service with that party. The other party's use of your information will be governed by its privacy policy.

To deliver relevant advertisements. OurCountryOurChoice.com Services and our service providers may use the information we collect from and about you as described in this Privacy Policy to deliver relevant ads to you when you use the OurCountryOurChoice.com Services (on any of your devices). To find out more about advertising networks and similar entities that use these technologies, see https://youradchoices.com/. If you wish to opt out of tailored advertising in desktop and mobile browsers, please visit http://optout.aboutads.info/#/ or http://optout.networkadvertising.org/# on each of your devices and browsers. To opt out in mobile apps, you may use your device's setting to opt out of ads personalization or similar settings or download and use the AppChoices app at https://youradchoices.com/appchoices. To opt out on connected TVs, please use the setting to opt out of ads personalization, "Interest-based Ads," or equivalent settings on your device. Please note that opting-out does not mean that you will stop seeing all ads.

To contact you. OurCountryOurChoice.com may periodically send promotional materials or notifications related to the OurCountryOurChoice.com Services. If you want to stop receiving promotional materials, you can follow the unsubscribe instructions at the bottom of each email. There are certain service notification and other non-promotional emails that you may not opt-out of, such as notifications of changes to the OurCountryOurChoice.com Services or policies. If you have installed a mobile app and you wish to stop receiving push notifications, you can change the settings either on your mobile device or through the app.

To share with our Affiliates. OurCountryOurChoice.com may share your information with affiliates of OurCountryOurChoice.com ("Affiliates") for the purposes described in this Privacy Policy.

To share with business partners. OurCountryOurChoice.com may share your information with business partners to permit them to send you marketing communications, consistent with your choices. Users who visit our business partners' websites should refer to their separate privacy policies, which may differ in some respects from this Privacy Policy.

To protect the rights of OurCountryOurChoice.com and others. There may be instances when OurCountryOurChoice.com may use or disclose your information, including situations where we have a good faith belief that such use or disclosure is necessary in order to: (i) protect, enforce, or defend the legal rights, privacy, safety, or property of OurCountryOurChoice.com, our Affiliates or their employees, agents and contractors (including enforcement of our agreements and our Terms of Use); (ii) protect the safety, privacy, and security of users of the OurCountryOurChoice.com Services or members of the public; (iii) protect against fraud or for risk management purposes; (iv) comply with the law or legal process; or (v) respond to requests from public and government authorities.

To complete a merger or sale of assets. If OurCountryOurChoice.com sells all or part of its business or makes a sale or transfer of its assets or is otherwise involved in a merger or transfer of all or a material part of its business (including in connection with a bankruptcy or similar proceedings), OurCountryOurChoice.com may transfer your information to the party or parties involved in the transaction as part of that transaction.

Other Uses. We may also use the information we collect for any other uses in accordance with our Terms of Use and any other purpose that is disclosed to you at the time we collect the information or that is related to a request made by you.

### 4. SECURITY

OurCountryOurChoice.com uses commercially reasonable administrative, technical, personnel, and physical measures designed to safeguard information in its possession against loss, theft and unauthorized use, disclosure, or modification. However, no one can guarantee the complete safety of your information. By accessing OurCountryOurChoice.com and/or using related content or Services, you accept these risks.

#### 5. OTHER IMPORTANT INFORMATION

Updates to Privacy Policy. OurCountryOurChoice.com may modify this Privacy Policy. Please look at the Effective Date at the top of this Privacy Policy to see when this Privacy Policy was last revised. Any changes to this Privacy Policy will become effective when we post the revised Privacy Policy on the OurCountryOurChoice.com Services.

Location of Data. The OurCountryOurChoice.com Services are hosted in and managed from the United States and locations outside the United States. If you are a user located outside the United States, you understand and consent to having any personal information processed in the United States or in any other country in which we have facilities or in which we engage service providers. United States and other countries' data protection laws may not be the same as those in your jurisdiction. In certain circumstances, courts, law enforcement agencies, regulatory agencies or security authorities in the United States may be entitled to access your personal information.

Linked Services. The OurCountryOurChoice.com Services may be linked to sites operated by unaffiliated companies, and may carry advertisements or offer content, functionality, games, newsletters, contests or sweepstakes, or applications developed and maintained by unaffiliated companies. OurCountryOurChoice.com is not responsible for the security or privacy practices of unaffiliated companies, and once you leave the OurCountryOurChoice.com Services or click an advertisement you should check the applicable privacy policy of the other service.

In addition, OurCountryOurChoice.com is not responsible for the privacy or data security practices of other organizations, such as Facebook, Instagram, X (Twitter), Apple, Google, Microsoft or any other app developer, app provider, social media platform provider, operating system provider, wireless service provider, or device manufacturer, including in connection with any information you disclose to other organizations through or in connection with the OurCountryOurChoice.com Services.

Collection of Personal Financial Information by a Payment Service & Use of Payment Information. OurCountryOurChoice.com may use a payment service to allow you to make payments ("Payment Service"). If you wish to make a payment using a Payment Service, you will be directed to a Payment Service webpage. Any information that you provide to the Payment Service will be subject to the applicable Payment Service's privacy policy, rather than this Privacy Policy. We have no control over, and are not responsible for, any Payment Service's use of information collected through any Payment Service. We and/or Payment Service provider(s) may use payment information to help provide the OurCountryOurChoice.com Services. For example, payment information may be used to retrieve account information for a subscriber, to determine whether a subscriber is eligible for promotions, and to detect abuse of the OurCountryOurChoice.com Services. In addition, for your convenience, we or our Payment Service provider(s) may enable your payment information to be accessible through OurCountryOurChoice.com Affiliate websites or services in order to process your transaction with any such OurCountryOurChoice.com Affiliate. If you visit or otherwise use a OurCountryOurChoice.com Affiliate website or service, refer to such OurCountryOurChoice.com Affiliate's privacy policy, which may differ in some respects from this Privacy Policy.

Data Retention. We will retain your information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law.

Remember that even after you cancel your account, or if you ask us to delete your personal information, copies of some information from your account may remain viewable in some circumstances where, for example, you have shared information with social media or other services. Because of the nature of caching technology, your account may not be instantly inaccessible to others. We may also retain backup information related to your account on our servers for some time after cancellation or your request for deletion, for fraud detection or to comply with applicable law or our internal security or recordkeeping policies. It may not always be possible to completely remove or delete all of your information due to technical constraints or contractual, financial or legal requirements.

## 6. CONTACT US

If you have questions about this Privacy Policy please contact us by emailing yourprivacy@OurCountryOurChoice.com

## 7. CALIFORNIA CONSUMER PRIVACY ACT NOTICE

This California Consumer Privacy Act Notice Section provides information for California residents in connection with the California Consumer Privacy Act ("CCPA"). Under the CCPA, and for purposes of this Section, "Personal Information" generally means information that identifies, relates to, or describes a particular California resident and includes the categories listed below. This Section 7 provides details about the categories of Personal Information of California residents that we have collected, disclosed, or "sold" during the last 12 months, as well as rights California residents have under California law.

Categories of Personal Information Collected, Disclosed, and/or Sold:

The categories of Personal Information that we collected, disclosed, and/or "sold" are below, along with the categories of third parties to whom each category of Personal Information was disclosed, and/or sold. Please note that we disclose some categories of Personal Information in connection with certain types of advertisements, which could be considered a "sale" under the CCPA. Also, depending on the California resident's interactions with us, OurCountryOurChoice.com may not have collected, disclosed, or "sold" each of these categories about each individual. Additionally, we do not knowingly "sell" Personal Information of minors under 16 years of age.

We have collected, disclosed, and/or "sold" to third parties the following categories of Personal Information:

Category of Personal Information Collected	Categories of Third Parties to Whom Personal Information Is Disclosed	Categories of Third Parties to Whom Personal Information is "Sold"
Identifiers, such as name, IP address, email address, and online and device identifiers, household income and political views	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support our operational business purposes	Advertising technology companies; advertisers
Personal information, as defined in the California Customer Records law, such as contact and financial information	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support our operational business purposes	Advertising technology companies; advertisers
Characteristics of protected classifications under California law, such as age or gender, active or former military status	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support our operational business purposes	N/A
Commercial information, such as transaction information and purchase history	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support operational business purposes	N/A
Internet or network activity information, such as browsing history and interactions with our websites, mobile, or connected TV applications (collectively, "Our Country Our Choice Digital Properties")	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support operational business purposes	Advertising technology companies; advertisers
Geolocation data, such as device location	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support operational business purposes	N/A
Audio, electronic, visual and other similar information, such as call recordings	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support operational business purposes	N/A
Professional or employment-related information, such as work history and prior employer	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support our operational business purposes	N/A

Non-public education information (e.g., in connection with news or entertainment productions or sports programs)	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support our operational business purposes	N/A
Inferences drawn from any of the Personal Information listed above to create a profile or summary about, for example, an individual's preferences and characteristics.	Service providers, OurCountryOurChoice.com Affiliates, and other providers or partners that support our operational business purposes	Advertising technology companies; advertisers

Please note that the CCPA definition of "sale" does not include, for example, the transfer of Personal Information as an asset that is part of a merger, bankruptcy, or other similar transaction involving of all or any portion of our business.

Sources of Personal Information. We collect this Personal Information directly from California residents themselves, as well as from social media platforms (e.g., if the individual has connected a social media account to a OurCountryOurChoice.com Digital Property); joint marketing, co-branding, co- promotional, or advertising partners, including advertising technology companies and advertisers; OurCountryOurChoice.com Affiliates; and sources of demographic and other information. Depending on the individual's interactions with us, OurCountryOurChoice.com may not have collected Personal Information from each of these categories of sources.

Purposes. We may use this Personal Information for the following purposes:

to operate, manage, and maintain our business;

to provide our products and services;

to accomplish our business purposes and objectives, including;

developing, improving, repairing, and maintaining our products and services;

personalizing, advertising, and marketing our products and services;

conducting research, analytics, and data analysis;

maintaining our facilities and infrastructure;

quality and safety assurance measures;

conducting risk and security controls and monitoring;

detecting and preventing fraud;

performing identity verification;

performing accounting, audit, and other internal functions;

complying with law, legal process, and internal policies;

maintaining records; and

exercising and defending legal claims.

Depending on the California resident's interactions with us, OurCountryOurChoice.com may not have used Personal Information collected about that resident for each of these purposes.

California Rights. If you are a California consumer, you have the following rights:

(1) Right to Know. You have the right to request that we disclose to you the following information:

The categories of Personal Information we collected about you and the categories of sources from which we collected such Personal Information during the 12 months prior to your request;

The specific pieces of Personal Information we collected about you during that time period;

The business or commercial purpose for collecting, disclosing, or selling Personal Information about you;

The categories of Personal Information about you that we "sold" and the categories of third parties to whom we "sold" that Personal Information; and

The categories of Personal Information about you that we otherwise shared or disclosed and the categories of third parties with whom we shared or disclosed that Personal Information.

(2) Right to Access Your Personal Information. Covered California residents have the right to request that we provide you a copy of the Personal Information we have collected about you. If we can appropriately verify your identity and the information is not otherwise protected from disclosure, we will make such information available to you.

To make a request for your Personal Information, please contact yourprivacy@OurCountryOurChoice.com

You can use an authorized agent to submit a request for your Personal Information

Please note that, in some instances, we may decline to honor your request where, for example, we are unable to verify your identity or an exception to this right applies.

(3) Right to be Free from Discrimination. You have the right to be free from unlawful discrimination for exercising your rights under the CCPA.

(4) Right to Opt Out. You have the right to opt out of the "sale" of your Personal Information as defined by the CCPA. To make an opt out request, email <u>yourprivacy@OurCountryOurChoice.com</u>.

(5) Right to Erasure ("Right to be Forgotten"). You have the right to request the erasure of your Personal Information at any time, but note that we may only be required to comply in specific instances stipulated by law.

We may also have the right to keep and/or use certain data to protect our legitimate interests even after you have requested such erasure.

\*\*\*