

Note to Christian.TV
(regarding process for acceptance of and changes to Terms of Service)

These Terms of Service are written to give Christian.TV the right to make future modifications to the Terms of Service, in its sole discretion. Recent court decisions have suggested that, in order to be enforceable, an agreement that allows for such changes should provide users with adequate notice of the changes.

Therefore, we recommend that Christian.TV design a process that requires users to actively provide their consent to the initial Terms of Service and any subsequent modifications thereto. One way to achieve this is to require the user to click on an "I Agree" box adjacent to a hyperlink to the Terms of Service page. Alternatively, if you want to demonstrate a user's more active consent (which would be Pillsbury's advice) you can require each user to scroll through and accept the original and any modified Terms of Service at the first attempt to log into the service and following a modification to the Terms of Service. It is also advisable to email a copy of any revisions to the Terms of Service to a user to the extent that an email address is on file.

It is also advisable to maintain records that reflect the date, time and IP address of each user's acceptance of both the original Terms of Service and any later versions.

Pillsbury can provide advice on how to design and implement this process in a way that works well with Christian.TV's existing technology platform.

TERMS OF SERVICE

Please review the following Terms of Service (“Terms of Service”) carefully and contact us at info@christian.tv concerning anything you do not understand. By accessing or using the www.christian.tv website or any related application you are signifying your acknowledgement, acceptance and agreement to these Terms of Service. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF SERVICE, PLEASE EXIT THE WEBSITE NOW AND DO NOT ACCESS OR USE CHRSTIAN.TV’s SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF SERVICE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SERVICE INCLUDING VISITING WWW.CHRISTIAN.TV.

1. User's Acknowledgment and Acceptance of Terms

Christian.TV, Inc. (“CHRISTIAN.TV”) provides www.christian.tv (the “Website”) and various related applications, features, content, widgets or services (collectively the “Service”) to you, the user, subject to your compliance with these Terms of Service, as well as any other written agreement between us and you.

THESE TERMS OF SERVICE, AS AMENDED FROM TIME TO TIME AND PUBLISHED AT WWW.CHRISTIAN.TV/TERMS, AND AS INCORPORATING THE CHRISTIAN.TV PRIVACY POLICY (PUBLISHED AT WWW.CHRISTIAN.TV/PRIVACY) AND CHRISTIAN.TV COPYRIGHT POLICY (PUBLISHED AT WWW.CHRISTIAN.TV/COPYRIGHT), AND AS INCORPORATING ANY CONTENT PROVIDER AGREEMENT BETWEEN YOU AND CHRISTIAN.TV COMPRISE A LEGAL AGREEMENT BETWEEN YOU (“YOU”) AND CHRSTIAN.TV.

Although we may attempt to notify you when major changes are made to these Terms of Service, you acknowledge and agree that it is your responsibility to review the Website and the Terms of Service as posted on the Website from time to time and to familiarize yourself with any modifications. Any modifications will be effective immediately, and will apply to disputes arising under the Terms of Service from the date of posting forward. Your continued use of the Service after a modification has been made to the Terms of Service constitutes your acceptance of such modification.

You may only use the Service for such commercial purposes as allowed by the Terms of Service. Without limiting the foregoing and for the avoidance of confusion, these Terms of Service specifically prohibit you from reselling the Service to any third party, or accepting, placing or displaying any third party advertising in any way via your Account or in User Content. You may not use the Service for commercial purposes in any way that is unlawful, or harms CHRISTIAN.TV or any other person or entity.

2. Registration Data and User Information

In order to access some features of the Service, such as to be a Content Provider, you need to create a user account by completing our online registration form, which requests certain information and data ("Registration Data"). By registering, you agree that all information provided in the Registration Data is true and accurate; that you will maintain and update this information as required in order to keep it current, complete, and accurate. For certain aspects of the Service, CHRISTIAN.TV has a connection to, association with, or otherwise entered into a contractual relationship with other websites, third party software or services ("Affiliate"). Examples include but are not limited to services for processing payments, analyzing or managing data, email delivery or marketing, customer support, fraud prevention and/or identity verification. You may need to grant CHRISTIAN.TV and the Service permission to share your Registration Data or user information with such Affiliates.

3. Age Restrictions

By using the Service, you represent and warrant that you are eighteen (18) years of age or older, can form legally binding contracts under applicable law, and agree to be bound by these Terms of Service. If you are not eighteen (18) years of age, have your parents review these Terms of Service and assist you to create and register a user account. CHRISTIAN.TV does not allow users less than thirteen (13) years of age to register an account. Your registration may be deleted and your access to the Service may be terminated without warning if CHRISTIAN.TV believes, in its sole discretion, that you are under the age of thirteen (13) years or between the ages of thirteen (13) and eighteen (18) years but do not your parent's or guardian's permission to register for an/or access the Service.

4. User Account

4.1 User Name and Access

If you create an account or user profile, you may be asked to choose a screen or display name that is visible to the public and a password, as well as to provide an email address. You agree that you will not choose a screen/display name which, in the sole discretion of CHRSTIAN.TV:

- (a) substantially infringes the legal rights of others, including, but not limited to, by comprising or being substantially similar to a trademark or service mark;
- (b) is offensive, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable;
- (c) in any way infringes these Terms of Service;
- (d) contains personally identifiable information, including but not limited to name, address, phone and email.

- (e) contains the name ChristianTV or any confusingly similar names.

You agree that CHRISTIAN.TV reserves the right to change, remove, alter or delete any screen/display name or password at any time and for any reason in CHRISTIAN.TV's sole discretion.

You are entirely responsible for maintaining the confidentiality of your screen/display name and password and for any and all activities that occur in association with your account or user profile, whether or not authorized by you. You agree to notify CHRISTIAN.TV immediately of any unauthorized use of your account, user profile or Affiliate account or any other breach of CHRISTIAN.TV's or an Affiliate's security and to provide properly documented evidence as requested by CHRISTIAN.TV. You may not use anyone else's user profile at any time and you may not allow anyone else to use your user profile at any time. You agree that CHRISTIAN.TV will not be liable for any loss you may incur as a result of someone else using your CHRISTIAN.TV screen/display name, password, account or user profile, your Affiliate account or account information you provided, either with or without your knowledge.

4.2 No Right to Ownership

YOU ACKNOWLEDGE AND AGREE THAT YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN YOUR ACCOUNT OR USER PROFILE, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT ALL RIGHTS IN AND TO YOUR ACCOUNT OR USER PROFILE ARE AND SHALL FOREVER BE OWNED BY AND INURE TO THE BENEFIT OF CHRISTIAN.TV.

4.3 No Sale or Assignment of Account or User Profile

CHRISTIAN.TV does not recognize the transfer of an account or user profile. Therefore, you may not give, purchase, sell, bargain, barter, market, trade, offer for sale, sell, license, assign or otherwise divest your rights, responsibilities or obligations under the terms, either in whole or in part, without the prior written consent of CHRISTIAN.TV. Any attempt to do so shall be void and of no effect.

5. Conduct Through the Service

You are solely responsible for your conduct through the Service and agree that you will not:

5.1 Publish, post, upload, transmit, distribute, disseminate or otherwise make available through the Service any:

- pyramid schemes, chain letters, junk email, spam, promotional material or unsolicited messages;

- material that is unlawful, harmful, abusive, defamatory, libelous, obscene, infringing, deceptive, embarrassing, unwanted, threatening, harassing, invasive of another's right of privacy or publicity, hateful, or racially, ethnically or otherwise offensive, or contains objects or symbols of hate, nudity (including pornography, erotica, child pornography or child erotica) or is otherwise objectionable or inappropriate as determined by CHRISTIAN.TV in its sole discretion;
- User Content or any other material or information that (i) you do not have the lawful right to copy, transmit and display (including any User Content that would violate any confidentiality or fiduciary obligations that you might have with respect to the User Content); (ii) you do not have the consent or permission of each identifiable person in the User Content to use the name, voice, signature, photograph, or likeness of (to the extent it is implicated by the User Content) or (iii) infringes the intellectual property rights or violates the privacy rights of any third party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity);
- files that (i) contain any malicious code, including viruses, spyware, Trojan horses, worms, time bombs, cancelbots, corrupted data, or that may in any way damage, limit or interfere with the operation of the Website, Service, any other computer, software, or access to the Website or Service by any user, host or network, including without limitation sending a virus, overloading, flooding, spamming or mail-bombing the Website, (ii) contain any meta tags or other hidden text or metadata utilizing a CHRISTIAN.TV name, trademark, URL or product name; or (iii) code that is hidden or otherwise surreptitiously contained within the images, audio or video of any User Content that is unrelated to the immediate, aesthetic nature of that Content;

5.2 Defame, abuse, harass, stalk, threaten, bully or otherwise violate the legal rights of others.

5.3 Violate any applicable laws or regulations, or promote or encourage any illegal activity, and in particular, to the extent you use any messaging feature made available through the Service, you will not violate restrictions on the sending of unsolicited messages, such as the CAN-SPAM Act, Telephone Consumer Protection Act, or similar laws or regulations.

5.4 Impersonate another user or create a false identity, including but not limited to identities falsely indicating that the user is another user, a celebrity or other well-known person, or a CHRISTIAN.TV representative, nor misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering or otherwise commit fraud.

5.5 Gain or attempt to gain unauthorized access to the Service, Website, to other users' account or profile information, or to computer systems and/or networks connected to the Service or Website, or otherwise interfere with or disrupt (or attempt to interfere with or disrupt) any web pages available on the Service, Website or the servers or networks connected to them or the technical delivery systems of CHRISTIAN.TV's providers or disobey any requirements, procedures, policies or regulations of networks connected to the Service or Website.

5.6 Make false reports through the Service or to CHRISTIAN.TV's administrators.

5.7 Take any action that imposes or may impose (as determined by CHRISTIAN.TV in its sole discretion) an unreasonable or disproportionately large load on CHRISTIAN.TV's (or its Affiliates' or third party providers') infrastructure.

5.8 Engage in fraudulent transactions.

5.9 Establish more than one account to participate in Service.

5.10 Use the Service or Website for any form of wagering or gambling.

5.11 Collect or store personal data about other users without their express permission.

5.12 Use the Service or Website in any manner not permitted by these Terms of Service or encourage or instruct another to do so.

6. Intellectual Property Information

6.1 Content

"Content" is defined as all digital material including, without limitation information, videos, photos, graphics, music, sounds, text, data, communications, illustrations, documentation, and other material and services that users can view on, access through, or contribute to the Service. This includes any support forums, message boards, chat, and other original content. CHRISTIAN.TV owns, or has a license to, all right, title and interest in Content that CHRISTIAN.TV creates or uploads to the Service (the "CHRISTIAN.TV Content"). Except for any rights specifically enumerated as being licensed to you hereunder, CHRISTIAN.TV reserves any and all of its rights to the CHRISTIAN.TV Content. You are only permitted to use the CHRISTIAN.TV Content as expressly authorized by CHRISTIAN.TV. You are only permitted to use the Content of other Content Providers ("User Content") as provided herein or as expressly authorized by the specific Content Provider.

6.2 Specific License and Restrictions

By use of the Service you acknowledge, agree and otherwise consent not to engage in, permit another person or entity to engage, or otherwise be related to or a part of the following restricted activities: (i) market, share, distribute, offer to sell, sell or otherwise make reproductions or copies of the Website, Service or Content in any way inconsistent with the rights of use provided by CHRISTIAN.TV herein; (ii) remove any applicable, relevant identification, copyright, trademark or other notices relating to the intellectual property or other property of CHRISTIAN.TV or another Content Provider; (iii) attempt to access source or object code of the Website or Service, by methods including deciphering, decompiling, disassembling, reverse engineering, or otherwise reducing it to a form readable without the use of a computer, except and unless any applicable statutes or laws specifically prohibit said restrictive language; (iv) amend, change, modify (including the creation of any derivative or other works) the Service or links back to the Service, including if you install the Christian.TV player, you will not modify, build on or alter any functionality of the player; (v) create code, software or other program that incorporates any elements of the Service; (vi) attempt to hack into, compromise or otherwise access the object or source code of the Service for any purposes, personal or commercial, including circumventing, disabling or interfering with security measures that limit use or copying of Content; (vii) attempt to probe, scan or test the vulnerability of any CHRISTIAN.TV system or network or to breach, impair or circumvent any security or authentication measures protecting the Service, Website or the CHRISTIAN.TV player; or (viii) interrupt or attempt to interrupt the operation of the Service in any way.

6.3 Your Grant of Rights

If you submit User Content to the Service, you are a Content Provider and you acknowledge that you are the owner of any Intellectual Property rights in such User Content, or have sufficient rights to submit the Content to the Service without infringing any third-party rights. CHRISTIAN.TV does not claim any ownership rights in the User Content that you submit or offer through the Service. However, to the extent you submit any User Content, you acknowledge and agree that you automatically grant (and represent and warrant that you have the right to grant) a royalty-free, worldwide, fully paid-up, perpetual, irrevocable, non-exclusive right and license to CHRISTIAN.TV to:

- use, reproduce, distribute, display, remove, and analyze any of your User Content as CHRSTIAN.TV may deem necessary or desirable for any purpose in connection with the operation of the Service, and
- copy, modify, and reproduce your User Content for marketing, promotional and/or other purposes in connection with CHRISTIAN.TV or the Service in any media, and

- use, edit, modify, reproduce, distribute, prepare derivative works of, display, post or otherwise make available to any other user in connection with any feature of the Service, and
- delete any or all of your User Content from the Service, whether intentionally or unintentionally, for any reason or no reason, without any liability of any kind to you or to any other party, and
- enable the Service or users of the Service to share or post your User Content on third party sites, such as, without limitation, on social networking sites.

You further acknowledge that you remain responsible for User Content you submit and the consequences of having submitted it, and that no Content on the Service is confidential or private.

6.4 Submission of Ideas

To the extent that you submit, via the Website or otherwise, any unsolicited concepts, ideas, or suggestions (collectively, the “Ideas”) for, by way of example and without limitation, any features or functionality for the Service, you agree that such Ideas are non-confidential and non-proprietary, and CHRISTIAN.TV shall not be liable for the disclosure of such Ideas. You hereby grant and agree to grant CHRISTIAN.TV, hereunder all of your rights in the Ideas, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, sublicensable and transferable right and license to incorporate, use, publish and exploit such Ideas for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the Service, or any CHRISTIAN.TV product or service, without compensation or accounting to you and without further recourse by you.

7. Third Party Websites, Content and Information

The Service may link you to other websites or otherwise include references to information, materials and/or services provided by other parties, including the sites of Content Providers, as well as to User Content submitted by Content Providers. These other websites, parties and Content Providers are not under CHRISTIAN.TV’s control, and you acknowledge that CHRISTIAN.TV is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites, services or User Content, nor is CHRISTIAN.TV responsible for errors or omissions in any references to other parties, Content Providers, or their products and services. The inclusion of such Content, link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the website, Content, Content Provider or other party by us, or any warranty of any kind, either expressed or implied. You expressly acknowledge that any donation made via any link provided through the Service to a Content Provider’s site is made to that Content Provider, not to CHRISTIAN.TV. CHRISTIAN.TV has no duty, liability or responsibility with respect to donations made via links on the Service or Website.

8. Procedure for Alleging Copyright Infringement

CHRISTIAN.TV will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("Copyright") and CHRISTIAN.TV's Copyright Policy, published at www.christian.tv/Copyright. For the avoidance of confusion, these Terms of Service require you to follow the procedures in the Copyright Policy as well as to report to CHRISTIAN.TV any instances of alleged copyright or intellectual property infringement.

9. Disclaimer of Warranties; Limitation of Liability

Neither CHRISTIAN.TV nor its Affiliates, subsidiaries, officers, directors, stockholders, employees, licensors, distributors, sublicensees, agents or subcontractors (collectively, the "CHRISTIAN.TV Parties") warrant any connection to, transmission over, features or system functionality, or results or use of, any facilities provided or failed to be provided through the Service.

YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. ALL MATERIALS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT (A) THE SERVICES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

CHRISTIAN.TV MAKES NO COMMITMENT TO UPDATE ITS SERVICES. THE DISCLAIMERS OF LIABILITY CONTAINED IN THIS SECTION APPLY TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE WEBSITE AND SERVICE, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

YOU ACKNOWLEDGE AND AGREE THAT THE CHRISTIAN.TV PARTIES ARE NOT LIABLE FOR ANY ACT OR FAILURE TO ACT BY THEM OR ANY OTHER PERSON REGARDING CONDUCT, COMMUNICATION OR CONTENT THROUGH THE SERVICE OR ANY RELATED PRODUCTS. YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY FOR ANY DISPUTE WITH CHRISTIAN.TV IS TO STOP USING

THE SERVICE, AND TO CANCEL YOUR ACCOUNT AND USER PROFILE. IN NO CASE SHALL ANY LIABILITY OF THE CHRISTIAN.TV PARTIES TO YOU EXCEED THE AMOUNT THAT YOU PAID FOR THE APPLICABLE SERVICES GIVING RISE TO ANY SUCH LIABILITY. IN NO EVENT SHALL THE CHRISTIAN.TV PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE OR DATA, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICE.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF THE CHRISTIAN.TV PARTIES SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at 916.445.1254. California residents expressly agree to waive California Civil Code Sec. 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

10. Indemnification

You agree to defend, indemnify, and hold CHRISTIAN.TV and its Affiliates harmless from all liabilities, claims, losses, costs and expenses, including attorney's fees, that arise from (a) your use of, Content posted to, or activities in connection with the Service; (b) any violation of these Terms of Service by you or through your account or user profile; or (c) any allegation that any Content that you make available via the Service infringes or otherwise violates the copyright, trademark, trade secret, privacy or other intellectual property or other rights of any third party. CHRISTIAN.TV reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with CHRISTIAN.TV in asserting any available defenses.

11. Service Termination, Suspension and Changes

CHRISTIAN.TV reserves the right to terminate, suspend, or change any service or feature of the Service at any time, for any reason or no reason, with or without notice to you. ADDITIONALLY, CHRISTIAN.TV MAY TERMINATE AND/OR SUSPEND YOUR ACCOUNT OR USER PROFILE FOR VIOLATION OF THESE TERMS OF SERVICE OR VIOLATION OF ANY OTHER POLICY RELATED TO SERVICE (INCLUDING THE

POLICIES OF AFFILIATES ACCESSIBLE BY THE SERVICE). You agree that CHRISTIAN.TV shall not be liable for any loss or damage caused, directly or indirectly, by any such termination, suspension, or change and YOU WILL HAVE NO FURTHER ACCESS TO THE SERVICE AND SHALL HAVE NO RIGHT TO ANY REFUND OF ANY MONIES PAID TO CHRISTIAN.TV.

12. Survivability of Terms

The Terms of Service set forth herein continue to remain in full force and effect until such time as terminated by either party. You retain full discretion to end or terminate your account or user profile and discontinue use of the Service at any time, pursuant to the terms of this Terms of Service. The provisions of Sections 1, 2, 4, 6 through 8, 10 through 19 shall survive any termination of this Terms of Service.

13. Assignment

CHRISTIAN.TV may assign these Terms of Service, in whole or in part, at any time. Notwithstanding, you may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Service without CHRISTIAN.TV's express prior written consent.

14. Governing Law

The Service (excluding any linked websites) is governed by the laws of the United States of America. You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Website and Service. Although the Service may be accessible worldwide, we make no representation that materials on the Service are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

15. Dispute Resolution

A printed version of the Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings. You and CHRISTIAN.TV agree that any cause of action arising out of or related to the Service shall be heard under Texas law and must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

You hereby specifically acknowledge, agree and consent that you waive your right to a trial, by jury or otherwise, and that you agree that any suit, action, proceeding, dispute, controversy or claim ("Dispute") arising out of or relating to these Terms of Service or any of the transactions contemplated herein or related to the Service or

any Content or services thereon will be dealt with in accordance with the following procedures. All parties shall first attempt to negotiate all Disputes informally for at least thirty (30) days before initiating any arbitration. Such informal negotiations shall commence following the receipt of a notice in writing by one of the parties sent to the other. CHRISTIAN.TV will send its notice to your billing address, if provided, and email you a copy to the email address you have provided to us. You may send any notice to CHRISTIAN.TV to the addresses listed below.

If the Dispute is not resolved through informal negotiations the Dispute shall be finally and exclusively resolved by binding arbitration before a sole arbitrator. Such Dispute shall be arbitrated within thirty (30) days of the appointment of the arbitrator, unless the parties agree otherwise in writing. Any arbitration will take place in the State of Texas, County of Grayson where CHRISTIAN.TV is located, using the English language in accordance with the Commercial Arbitration Rules and Procedures of the American Arbitration Association (“AAA”) then in effect, by one arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of AAA arbitrators. The determination of whether a Dispute is subject to arbitration shall be governed by the US Federal Arbitration Act and determined by an arbitrator rather than a court. The prevailing party in any arbitration or other proceeding arising under these Terms of Service shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys’ fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Service, including without limitation, this section.

The parties agree that any arbitration shall be limited to the Dispute between you and CHRISTIAN.TV individually. To the full extent permitted by law, (1) no arbitration shall be joined with any other; (2) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (3) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

If you have a Dispute with another user of the Service, you release CHRISTIAN.TV (and CHRISTIAN.TV’s officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. CHRISTIAN.TV, at its sole discretion, may try to help resolve Disputes between users; however it has no obligation to do so.

16. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. The parties agree that all correspondence relating to this Agreement shall be written in the English language. Notices to CHRISTIAN.TV must be sent to the attention of Customer Service at info@christian.tv, if by email, or to CHRISTIAN.TV at the address below if by conventional mail. Notices to you may be sent to the email or mailing address supplied by you as part of your account or user profile, if any. In addition, we may broadcast notices or messages through the Service to inform you of changes to the Service or other matters of importance, and such broadcasts shall constitute notice to you at the time of sending.

You may contact CHRISTIAN.TV at the following address:

P.O. Box 670
Sherman, TX 75091

17. Entire Agreement

These Terms of Service constitute the entire agreement and understanding between CHRISTIAN.TV concerning the subject matter of the Terms of Service and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Service may not be altered, supplemented, or amended by the use of any other document(s), unless otherwise agreed to in a written agreement signed by you and CHRISTIAN.TV. To the extent that anything in or associated with the Service is in conflict or inconsistent with these Terms of Service, these Terms of Service shall take precedence.

18. Severability

If any part of these Terms of Service is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Service shall continue in effect.

19. Miscellaneous

Nothing contained in these Terms of Service is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by CHRISTIAN.TV with respect to such use. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof.

Effective Date: May 21, 2013

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