These Terms of Service (the â??Termsâ?•) govern your use of the Heartland Recreational Vehicles website (https://www.heartlandrvs.com/) and the Heartland Owners Forum website (www.HeartlandOwners.org), both of which are collectively referred to as the â??Websiteâ?• in these Terms. The Website is owned and maintained by Heartland Recreational Vehicles, LLC (referred to as â??Heartlandâ?•, â??â?•weâ?•, â??ourâ?• or â??usâ?• below).

Acceptance of Terms of Service

These Terms of Service provide you and Heartland with certain rights and obligations and govern your access and use of the Website, along with any content, functions or services offered through the Website. Additionally, we have developed the **Heartland Website Private Policy** (â??Privacy Policyâ?•) to inform you how we may use information about you collected by this Website. Please read these Terms and the Privacy Policy carefully. By using the Website, you agree to be bound by these Terms and the Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

If you do not agree to these Terms or the Privacy Policy, you must not access the Website.

Changes to Term of Service

We may revise and update these Terms from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. If you continue to use the Website after we post revised or updated Terms, then you will be deemed to have accepted and agreed to the changes. You should check this page from time to time so you are aware of any changes, as they are binding on you. Heartland is not obligated to maintain this Website or any data posted or otherwise uploaded to this Website, and it may alter or terminate this Website at any time.

Use Limited to U.S. Residents 18 and Over

This Website is offered and available to users who 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Website, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Product Depictions

The depictions of recreational vehicles on this Website are for general information purposes only as to recreational vehicles assembled by Heartland during the current model year. Since we continually strive to improve our products, actual products may differ and prices, specifications, and features (including styling, colors, construction, equipment, and materials) are subject to change without notice. Product information, specifications, and photography in this Website may contain some features that are optional on your recreational vehicle. All capacities are approximate, and dimensions are nominal. Some features or options may be different or unavailable in Canada or other international markets. Recreational vehicle availability may be limited. Please check with an authorized Heartland dealer for the latest information concerning any particular Heartland product.

The Website may also contain images, videos, blog posts, and other resources which comment upon, depict, or express opinions concerning Heartland products and their features, components, appliances and the like. If provided, such content is intended for demonstrative or general informational use only and are intended only for use in conjunction with reading the applicable product Ownerâ??s Manual. You should always rely first upon the applicable Ownerâ??s Manual(s) and other official publications from Heartland and/or the manufacturer of a particular component or appliance contained within our recreational vehicles.

This Website is not an offer to buy or sell recreational vehicles. Unless otherwise stated, any recreational vehicle pricing information displayed is in U.S. dollars and pertains only to recreational vehicles which may be offered for

sale in the U.S. The pricing information typically reflects MSRP and may change without notice and may vary from region to region and dealer to dealer. Pricing information does not reflect additional options unless expressly stated. Pricing information does not reflect other applicable charges, fees, and taxes. Please contact your dealer for the actual price of any recreational vehicle you wish to purchase. Additional terms and conditions may apply.

There are a number of options for the recreational vehicle owner. Along with these choices comes the responsibility to manage the loads that are imposed by the choices so that they remain within the specified chassis weight limits. Do not overload the recreational vehicle.

Warranty Claims

This Website is not intended to be a means of submitting warranty claims or requests for repair. Claims or requests for repair should be sent to your local Heartland authorized dealer.

Our Intellectual Property Rights

Website Content

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) (the â??Website Contentâ?•), are protected by applicable United States and other intellectual property laws and are owned by us or are used by us under a license or with permission.

You may view, copy, print and use the Website Content solely for your own personal use and provided that: (1) you use the Website Content solely for informational or noncommercial use; (2) no Website Content is modified in any way; (3) no graphics available from the Website are used, copied or distributed separately from accompanying text or separate from any copyright, trademark or other proprietary notice; and (4) the Website Content is not used in any manner which is unlawful, which is likely to be misleading or to deceive, or which infringes on the our rights or those of our affiliates or licensors or any third party. You may not publish, copy, distribute, modify, reproduce, or use the Website Content, in whole or in part, for any purpose not authorized by these Terms without our express written consent.

Individual works (documents, writings, photos, videos and the like) made available on this website may be subject to different copyrights, trademarks and/or licenses.

Trademarks

HEARTLAND RECREATIONAL VEHICLESÂ®, HEARTLANDÂ®, H, the configuration and appearance of Heartland recreational vehicles, product brand names and all other trademarks, service marks, trade dress, slogans and logos (collectively, â??Marksâ?•) appearing on this Website are owned or used pursuant to license by Heartland and/or its affiliates. The unauthorized use of these Marks is strictly prohibited, and you agree that you will not use these Marks in any way that suggests affiliation with, sponsorship by, or approval by us without our express, written permission. Please contact our Marketing Department if you have questions regarding the Marks or if you wish to be considered for a license.

Rights Reserved

No right, title, or interest in or to the Website, Website Content, or any Mark(s) is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website, Website Content, or any Mark(s) not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

Dry weights are based on standard features; optional equipment not included. Net carrying capacity (NCC) is determined by subtracting unloaded vehicle weight (UVW) from gross vehicle weight (GVWR) and does not include fluids, options, and cargo.

Warning: Any information provided on this Website is intended as a guide only. Weights of individual vehicles may vary. Consult your ownerâ??s manual for complete loading, weighing, towing, and operating instructions.

Lawful Use of Website

You agree to use this Website only its lawful intended purposes and in accordance with these Terms. You agree not to use the Website:

- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms.
- To transmit, or procure the sending of, any advertising or promotional material, including any â??junk mailâ?•, â??chain letterâ?• or â??spamâ?• or any other similar solicitation.
- To impersonate or attempt to impersonate us, our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses or identities associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyoneâ??s use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website or expose them to liability.
- To use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other partyâ??s use of the Website, including their ability to engage in real time activities through the Website.
- To use any automatic device, process or means to access the Website for any purpose.
- To use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- To interfere with or attempt to compromise the proper working of the Website, its security or access controls, its data, user accounts, servers, databases or other services or equipment.
- In any manner which may violate or infringe upon the property rights (including trademark, trade secret, copyright, and/or right of privacy or publicity) of any other person.
- In any other way that violates any applicable law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).

Content You Submit and User Content

The Website may permit you to upload, post or otherwise submit information, comments, messages, other forms of text, images, video and/or sound (collectively, â??User Contentâ?•). You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not Heartland, have full responsibility for such User Content, including its legality, reliability, accuracy, and appropriateness.

User Content Standards

User Content must comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Content must not:

- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter or advertising.
- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, likeness, right of privacy or publicity or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in

conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person.
- Constitute, promote, advocate, further, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by Heartland or any other person or entity, if this is not the case.

Grant of License; Ownership of Submissions

By submitting any information or content to or through the Website, you automatically grant Heartland and its parents, and service providers, and each of their and our respective licensees, successors, and assigns (collectively, â??Licenseesâ?•) an irrevocable, perpetual, fully paid, worldwide exclusive license to use, copy, perform, display, distribute, transmit, publicly perform, or delete the information or content as Licensees see fit. You also agree, to the extent permitted by United States and other applicable law, that any unsolicited inquiries, ideas, inventions, or information submitted to Heartland via this Website or other means shall be deemed to be the property of Heartland. Heartland does not undertake to refrain from any particular use of submissions or to compensate any person for the use of submissions, and advises those who would submit any idea, plan, prototype, text, illustration, or other material for the purpose of receiving credit or compensation to submit such material only through channels authorized by Heartland.

Any User Content you provide on the Website will be considered non-confidential with the exception of personally identifying information submitted in connection with a request by the Website for such personally identifying information (for example, in connection with a request for product information, a newsletter request, a retail transaction, or a product registration) and which the Website, these Terms or the Privacy Policy indicate will be treated confidentially.

User Representations and Warranties

By providing any User Content on the Website, you represent and warrant that you own all rights in and to the User Content and have all rights and permissions necessary to grant the license granted above (including, but not limited to, the rights and permissions necessary to depict persons, trademarks, and other subjects depicted in the User Content). You further represent and warrant that any User Content you provide on the Website will comply with these Terms, including the User Content Standards above.

Based on these representations and warranties, we presume you own any User Content you provide on the Website and that you have obtained the necessary rights and permissions referenced above.

Disclaimers Regarding User Content

We are not responsible, or liable to any third party, for the content or accuracy of any User Content provided by you or any other user of the Website. User Content does not reflect the opinions or policies of Heartland.

Heartland makes no warranties, express or implied, as to the content of any user-submitted content or the accuracy and reliability of any such content. You agree to release Heartland, its parents, and affiliates together with their respective employees, agents, officers, directors, and shareholders, from any and all liability and obligations whatsoever in connection with or arising from your use of any User Content.

Heartland reserves the right to prevent you from submitting content and to edit, restrict, or remove User Content for any reason at any time. Heartland is under no duty to preserve, maintain, or to continue to display any User Content and may terminate or suspend any Website service at any time without notice. You agree that Heartland accepts no liability whatsoever if it determines to prevent User Content from being submitted or if it edits, restricts, or removes User Content you submit.

Heartland assumes no responsibility for actively monitoring for inappropriate User Content. If at any time Heartland chooses, in its sole discretion, to monitor User Content, Heartland nonetheless assumes no responsibility for the User Content, no obligation to modify or remove any inappropriate User Content, and no responsibility for the conduct of the user submitting any User Content. That said, if you believe any content on this Website infringes upon a copyright owned by you, please follow the procedure outlined for reporting copyright infringement herein.

Monitoring and Enforcement; Termination

We have the right but not the obligation to:

- Remove or refuse to post any User Content for any or no reason in our sole discretion.
- Take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion, including if we believe that such User Content violates these Terms including the Content Standards, infringes any intellectual property right or other right of any person or entity, is unlawful, threatens the personal safety of users of the Website or the public, or could create liability for us.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.
- Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website.

YOU WAIVE AND HOLD HARMLESS Heartland AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

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

Copyright Infringement

Notices of Copyright Infringement

We will respond promptly to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Website infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. Â§ 512) (â??DMCAâ?•), the written notice (the â??DMCA Noticeâ?•) must include substantially the following:

- Your physical or electronic signature.
- An identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works.
- An identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.

- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is the Digital Media Assets Manager at webmaster@heartlandrvs.com or:

Heartland Recreational Vehicles, LLC
Attn: DMCA Agent
2831 Dexter Drive
Elkhart, IN 46514

If you fail to comply with all of the requirements, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website is infringing your copyright, you may be held liable for damages (including costs and attorneysâ?? fees) under Section 512(f) of the DMCA.

Counter-Notification Procedures

If you believe that material you posted on the Website was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a â??Counter-Noticeâ?•) by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Website may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue. Completed Counter-Notices should be sent to the Digital Media Assets Manager at webmaster@heartlandrvs.comor Heartland Recreational Vehicles, LLC

Attn: DMCA Agent
2831 Dexter Drive
Elkhart, IN 46514

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneysâ?? fees) under Section 512(f) of the DMCA.

Repeat Infringers

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

Accessing the Website and Account Security

We do not require payment to access the Website. However, Internet, data, connection and other fees charged by your service providers may apply. You are responsible for making all arrangements and bearing all costs necessary for you to have access to the Website.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to or via this Website, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Website may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send e-mails or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking, or in-line linking, on any other site.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links to Third Party Websites and Third Party Log On Credentials

The Website may contain links (including links in advertisements and sponsored links) to other sites and resources provided by third parties, including: third party providers of Heartland-related products (for example, apparel), third party administrators of employment applications, third party informational materials, social media pages, forums, and dealer sites. Such sites are not maintained by Heartland and are subject to different terms and conditions and privacy policies. These links are provided for your convenience only. We do not control the contents of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Likewise, the Website may permit you to log or on establish a user account using credential established with a third party, such as Facebook or Twitter. Such services are subject to the terms of the service provider. We have no control over the manner in which such third parties gather or use information about you, and we accept no responsibility for such services or for any loss or damage that may arise from you use of such services.

Geographic Restrictions

The owner of the Website is based in the state of Indiana in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer Concerning Information Provided; Disclaimer of Warranties

This Website is for informational purposes only. While we attempt to provide an error-free user experience, we make no representation as to the completeness or accuracy of the information contained herein. The information may be incomplete, may contain errors, may become out of date, and may change from time to time. Heartland reserves the right to add, modify, or delete any information on this Website at any time.

This Website may include content provided by third parties, including Heartland employees who are not acting in an official capacity as a representative of the company (including posts in forums or blogs). All statements and/or opinions expressed by a third party are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect our opinions, policies, or positions. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN â??AS ISâ?• AND â??AS AVAILABLEâ?• BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER HEARTLAND NOR ANY PERSON ASSOCIATED WITH HEARTLAND MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER HEARTLAND NOR ANYONE ASSOCIATED WITH HEARTLAND REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

REPRESENTATIONS PUBLISHED WITHIN THIS WEBSITE DO NOT CONSTITUTE AN EXPRESS WARRANTY WITH RESPECT TO ANY PRODUCT YOU MAY PURCHASE. YOU SHOULD VERIFY THAT A REPRESENTATION APPLIES TO THE PRODUCT THAT YOU MAY WISH TO PURCHASE BEFORE MAKING YOUR PURCHASING DECISION.

HEARTLAND DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL HEARTLAND ITS PARENTS, SUBSIDIARIES, AFFILIATES, LICENSORS AND SERVICE PROVIDERS, OR ITS AND THEIR RESPECTIVE SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS OR ASSIGNS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE (INCLUDING ANY CONTENT PROVIDED ON THE WEBSITE BY YOU OR ANY THIRD PARTY), ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

By using this Website, you agree to defend, indemnify and hold harmless Heartland, its parents and its affiliates together with their respective employees, agents, directors, officers and shareholders, from and against all liabilities, claims, damages and expenses (including reasonable attorneyâ??s fees and costs) arising out of your use of this Website; your failure to use this Website; your submission and/or use of User Content; your breach or alleged breach of these Terms of Service; and/or your violation or alleged violation of the patent, trademark, trade

secret, copyright, likeness, right of privacy or publicity or other intellectual property or other rights of any other person(s). Heartland reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you. In such case, you will agree to cooperate in Heartlandâ??s defense of the claim.

Disclaimer of Endorsement

Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by Heartland. The views and opinions of authors expressed herein do not necessarily state or reflect those of Heartland and shall not be used for advertising or product endorsement purposes.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms, the Privacy Policy and/or the Website shall be instituted exclusively in the state of Elkhart County, Indiana and/or the United States Federal Court sitting in South Bend, Indiana, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At our sole discretion, we may require you to submit any disputes arising from the use of these Terms or the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Indiana law.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver of by Heartland of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Heartland to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

Unauthorized Use or Access

The use of this website may be monitored for security purposes. Any unauthorized access to this Website, any attempt to damage or interfere with the operations of this Website, or any attempt to undermine Heartlandâ??s legitimate business purposes is prohibited and is subject to criminal and civil penalties under the Federal Laws of The United States.

Additional Terms

These Terms, the Privacy Policy and any additional terms to which you agree when using particular services on the Website constitute the sole and entire agreement between you and Heartland with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral.

If any court should determine that any provision of these Terms of Service is unenforceable or invalid, the remaining terms shall survive in full force and effect.

We may terminate access to the Website and the associated services at any time, for any reason, and without prior notice.

Any failure or delay by Heartland to enforce its rights under these Terms shall not constitute a waiver of such rights.

Question, Comments or Concerns

This website is operated by Heartland Recreational Vehicles, LLC, Inc., 2831 Dexter Drive, Elkhart, IN 46514.

All notices of copyright infringement claims should be sent to the copyright agent as set forth above.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: webmaster@heartlandrvs.com.