

Harvest Time Terms of Use

These Terms of Use ("**Terms of Use**") are agreed to between Harvest Time ("**we**" "**us**" "**our**" or the "**Church**") and you, or if you represent an entity or other organization, that entity or organization (in either case, "**You**" or "**Your**"). The Church controls the website (the "**Site**") on which individuals ("**Users**") can view Church content and interact with us. Users may have the ability to access information, data, and other content ("**Site Content**") via the Site.

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY. BY ACCESSING OR USING THE SITE OR THE SITE CONTENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITE OR THE SITE CONTENT. YOUR BREACH OF ANY PROVISION OF THESE TERMS OF USE WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE SITE AND THE SITE CONTENT.

Your privacy is very important to us. Our Privacy Policy outlines how we collect and use the information You provide while using our site. We encourage You to review the Privacy Policy.

1. **DEFINITIONS.** Terms used in these Terms of Use have the definitions given in these Terms of Use or, if not defined here, have their plain English meaning as commonly interpreted in the United States.
2. **Term.** These Terms of Use are entered into as of the earlier of the date You first accessed the Site or used the Site Content and will continue until terminated as set forth below.
3. **Modifications.** We reserve the right, at any time, to modify the Site or the Site Content, with or without notice to You, by making those modifications available on the Site. We also reserve the right, at any time, to modify these Terms of Use. The Church will inform You of the presence of any changes to these Terms of Use by posting those changes on the Site or by providing You with notice through the Site or by email. Any modifications will be effective immediately upon posting on the Site or delivery of such notice. You may terminate these Terms of Use as set forth below if You object to any such modifications. However, You will be deemed to have agreed to any and all modifications through Your continued use of the Site or the Site Content following such posting or notice.
4. **Access.**
 - A. To the Site. Subject to Your compliance with these Terms of Use, the Church will permit You to access and use the Site and the Site Content solely for lawful purposes in connection with the activities of the Church and only in accordance with these Terms of Use.
 - B. To the Site Content. Unless otherwise noted on the Site, all the Site Content available through the Site, including all text, data, audio, video, photographs, illustrations, and other media, is owned by the Church or the Church's licensors or third party providers. You represent and warrant that You will comply with these Terms of Use as to all the Site Content. Some Site Content may be confidential information and You agree to keep the Site Content in confidence unless the Site Content is made publicly available elsewhere by the Church. All the Site Content is provided for informational purposes only. The Church has not verified the accuracy of, and will not be responsible for any errors or omissions in, any Site Content. The Church makes no guarantees regarding the

accuracy, currency, suitability, or quality of any of the Site Content. Except as set forth in these Terms of Use, You are granted no licenses or other rights in or to any of the Site Content. If You would like to use any of the Site Content in a manner not expressly permitted by these Terms of Use, please contact the Church.

5. **Termination.** These Terms of Use may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under these Terms of Use. Upon termination or expiration of these Terms of Use for any reason: (1) all rights granted to You under these Terms of Use will terminate; and (2) You will immediately cease all use of and access to the Site and all the Site Content (including, without limitation, all the Site Content You obtained prior to termination). Sections titled Definitions, Termination, Suspension, Site Technology, Ownership, Representations and Warranties, Indemnity, Limitation on Liability, Feedback, Interactivity, Disputes, Governing Law and Venue, Notices, Linked Sites, and Additional Terms will survive any expiration or termination of these Terms of Use.
6. **Suspension.** Without limiting the Church's right to terminate these Terms of Use, the Church may also suspend Your access to the Site or any of the Site Content, with or without notice to You, upon any actual, threatened, or suspected breach of these Terms of Use or applicable law or upon any other conduct deemed by the Church, in its sole discretion, to be inappropriate or detrimental to the Site, the Church, or any other User or third party.
7. **Site Technology.** The Site, and the databases, software, hardware and other technology used by or on behalf of the Church to operate the Site, and the structure, organization, and underlying data, information and software code thereof (collectively, the "**Technology**"), are the property of Church and its licensors and third party providers. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in these Terms of Use; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, or create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of Your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance, or functionality of the Technology; or (9) interfere with the operation or hosting of the Technology.
8. **Ownership.** Between You and us, the Church retains all right, title, and interest, including, without limitation, all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights ("**IPR**"), in and to the Technology and the Site Content and any additions, improvements, updates, and modifications thereto. You receive no ownership interest in or to the Technology or the Site Content and You are not granted any right or license to use the Technology itself, apart from Your ability to access the Site and the Site Content under these Terms of Use. The Church name, logo, and all product and service names associated with the Site and the Site Content are trademarks of the Church and its licensors and third party providers and You are granted no right or license to use them.
9. **REPRESENTATIONS AND WARRANTIES.**
 - A. **Mutual.** Each party hereby represents and warrants to the other party that: (a) it has the legal right and authority to enter into these Terms of Use, including entering into these

Terms of Use on behalf of Your organization, (b) these Terms of Use form a binding legal obligation on behalf of such party, and (c) it has the legal right and authority to perform its obligations under these Terms of Use and to grant the rights and licenses described in these Terms of Use.

- B. Compliance with Laws. You represent and warrant to the Church that Your use of and access to the Site, including any of the Site Content, will comply with all applicable laws, rules, or regulations ("**Laws**") and will not cause the Church itself or any other third party to violate any applicable Laws. The Church is not responsible for notifying You of any such Laws, enabling Your compliance with any such Laws, or for Your failure to comply.
- C. No Warranties; Disclaimer. THE SITE AND THE SITE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." EXCEPT AS OTHERWISE STATED, THE CHURCH DOES NOT WARRANT OR GUARANTEE THE ACCURACY, COMPLETENESS, ADEQUACY, OR CURRENCY OF THE SITE, THE SITE CONTENT, OR THE PRODUCTS ADVERTISED ON THE SITE OR OTHER DATA, INFORMATION OR THIRD PARTY CONTENT THAT MAY BE PROVIDED THROUGH THE SITE. THE CHURCH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE SITE, THE SITE CONTENT, AND OTHER SUBJECT MATTER OF THESE TERMS OF USE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CHURCH OR ITS EMPLOYEES WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION. THE CHURCH MAKES NO WARRANTY THAT (A) THE SITE WILL MEET YOUR REQUIREMENTS, (B) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS OR DATA THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY SITE CONTENT OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, OR (E) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY SITE CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
10. **INDEMNITY.** You hereby agree to indemnify, defend, and hold harmless the Church and its officers, directors, shareholders, affiliates, employees, agents, licensors, service providers, contractors, assigns, users, customers, providers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation ("**Claim**") against any Indemnified Party arising in any manner from: (1) Your access to or use of the Site, or any Site Content, (2) Your collection and disclosure of any Site Content, (3) Your violation or alleged violation of applicable Laws, or (4) Your breach or alleged breach of any representation, warranty, or other provision of these Terms of Use. The Church will use reasonable efforts to provide You with notice of any such claim or allegation, and the Church will have the right to participate in the defense of any such claim at its expense.
11. **LIMITATION ON LIABILITY.** THE CHURCH WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE ACCESS TO OR USE OF THE SITE OR THE SITE CONTENT, EVEN IF THE CHURCH HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, OPPORTUNITY, REVENUES, PROFITS OR REPUTATION, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE CONTENT, GOODS, OR SERVICES. THE CHURCH'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF USE AND ALL THE SITE CONTENT PROVIDED UNDER THESE TERMS OF USE OR THROUGH THE SITE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$100. YOU AGREE THAT THE CHURCH WOULD NOT ALLOW YOU TO USE THE SITE WITHOUT THIS LIMITATION OF LIABILITY. IN JURISDICTIONS WHERE A LIMITATION OF LIABILITY IS NOT PERMITTED, THE CHURCH'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. **Feedback.** If You provide the Church any feedback or suggestions regarding the Site or the Site Content ("**Feedback**"), You hereby assign to the Church all rights in the Feedback and agree that the Church shall have the right to use such Feedback and related information in any manner it deems appropriate without a duty of accounting to You. You agree that You will not submit to the Church any information or ideas that You consider to be confidential or proprietary.
13. **Interactivity.** The Site may have a variety of features that allow You to interact with the Church and provide us with information. These features may include things like user accounts, newsletter sign-ups, content upload, event scheduling, or posting. Other features of the Site, like cookies, may collect Your information automatically. Information we collect from You or that You provide us that identifies You is governed by our [Privacy Policy](#). If the Site provides account functionality, You are responsible for maintaining the secrecy of Your account credentials. All actions done through Your account will be deemed to have been done by You. If You post in forums or comment sections, You understand that such post and the information it contains may be publicly available. If the Site allows You to upload content or materials, You hereby represent and warrant that You have all licenses and permissions to provide those Materials to the Church for the Church's use for any legal purpose and hereby grant us a perpetual, irrevocable license to do so.
14. **DISPUTES.** Any dispute or claim arising under these Terms of Use relating in any way to Your use of the Site will first attempt to be resolved by mediation, and if not resolved by mediation, then either party may begin an arbitration proceeding by following the Institute for Christian Conciliation's filing requirements and mailing a request for arbitration and description of Your claim to Web Support Team, 1 Linwa Blvd, Anderson, SC 29621. The Rules of Procedure for Christian Conciliation, Institute for Christian Conciliation will apply (available at <http://www.peacemaker.net> or by calling 406-256-1583). The arbitrator will have the power to rule on any challenge to its own jurisdiction or to the validity or enforceability of any portion of this agreement to arbitrate. Notwithstanding any of the foregoing, THE ARBITRATOR WILL NOT BE EMPOWERED AND DOES NOT HAVE THE AUTHORITY TO HEAR OR DECIDE ANY CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION, TO AWARD PUNITIVE OR EXEMPLARY DAMAGES OR TO AWARD ATTORNEYS' FEES TO THE PREVAILING PARTY. In the event that the Institute for Christian Conciliation ceases to exist during the course of this Agreement, arbitration under this section shall be conducted under the American Arbitration Association's ("**AAA**") Commercial Rules Expedited Procedures then in effect (the "**Rules**"). The arbitration will be conducted exclusively in the English language at a site specified by the Church. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. Judgment upon the award may be entered in the federal or state courts in any state where the Church is located, and You irrevocably submit to the personal jurisdiction and venue of any such courts in any action or proceeding brought to enforce a judgment.
15. **GOVERNING LAW AND VENUE.** The interpretation of the rights and obligations of the parties under these Terms of Use, including, to the extent applicable, any negotiations, arbitrations or

other proceedings hereunder, will be governed in all respects exclusively by the laws of the state where the Church headquarters is located, which shall be in the U.S.A.

16. **NOTICES.** Unless otherwise specified in these Terms of Use, any notices required or allowed under these Terms of Use will be provided to the Church by postal mail to the address for the Church listed on the Church website. The Church may provide You with any notices required or allowed under these Terms of Use by sending You an email to any email address You provide to the Church, provided that in the case of any notice applicable both to You and other Users of the Site, the Church may instead provide such notice by posting on the Site. Notices provided to the Church will be deemed given when actually received by the Church. Notice provided to You will be deemed given 24 hours after posting to the Site or sending via e-mail.
17. **LINKED SITES.** The Site may contain links to third-party sites or content that are not under the control of the Church. If You access a third-party site or content from the Site, then You do so at Your own risk and we are not responsible for any content on any linked site. You may establish a link to the Site, provided that the link does not state or imply any sponsorship or endorsement of Your site by us or any group or individual affiliated with us. You may not use on Your site any of the Site Content or marks appearing on the Site.
18. **ADDITIONAL TERMS.** Unless otherwise amended, these Terms of Use will exclusively govern Your access to and use of the Site and the Site Content, and are the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Your access to and use of the Site and the Site Content. All waivers by the Church under these Terms of Use must be in writing or later acknowledged by the Church in writing. Any waiver or failure by the Church to enforce any provision of these Terms of Use on one occasion will not be deemed a waiver by the Church of any other provision or of such provision on any other occasion. If any provision of these Terms of Use is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither these Terms of Use nor any rights or obligations hereunder may be assigned or transferred by You without our prior written approval. Any assignment in violation of the foregoing will be null and void. The Church may assign these Terms of Use to any party that assumes our obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any reference herein to "including" will mean "including, without limitation."

Last Updated: July 30, 2020