

HARVEST HOUSE PUBLISHERS

TERMS OF USE

Ownership

Welcome to our site. This site is owned and operated by Harvest House Publishers, Inc. By accessing or using this site, you agree to these Terms of Use and our Privacy Policy. Please read these Terms of Use and our Privacy Policy carefully. If you do not agree with these Terms of Use or our Privacy Policy, you should leave this site immediately. Harvest House reserves the right to modify or amend this Agreement without notice at any time. You should, therefore, check this page regularly to ensure that you are aware of our current policies. Your continued use of this site constitutes your agreement to these Terms of Use as revised from time to time, as well as to our Privacy Policy, as revised from time to time.

Any questions or comments regarding this site, as well as concerns about misuse of our site by others, should be sent to webmaster@harvesthousepublishers.com.

Use of Materials

Materials on this site are owned by Harvest House or by third parties who have granted Harvest House the right to post such materials. All materials contained on this site are protected by intellectual property laws, including but not limited to copyright, trademark and trade dress laws. No material from this site may be copied, reproduced, republished, uploaded, downloaded, posted, transmitted, posted or modified in any way, unless you have obtained the prior written consent of Harvest House Publishers or unless it is expressly permitted by this site, except that you may download one copy of the materials on any single computer for your personal, noncommercial home use only, provided that all copyright and other proprietary notices are retained and no modification to the materials is made.

If you desire to use the materials on this site in any manner not expressly permitted by this Agreement, please send an email to permissions@harvesthousepublishers.com or call 541.343.0123 and ask for the permissions department.

Your access to our site may be terminated immediately without notice from us, in which event you shall no longer be authorized to access this site. All limitations on our liability and on your use of Harvest House materials, as well as the indemnity provisions, shall survive any termination.

Linked Sites

Harvest House's provision of links to other sites does not constitute Harvest House's approval or endorsement of any such site. No inference should be made that Harvest House owns, operates, controls, is connected with or endorses such sites or their content, products or services. Harvest House is not responsible for the content or practices of third-party websites. We encourage you to investigate these sites/companies before proceeding with any transaction with these third parties.

Disclaimer of Liability and Warranties

While Harvest House does its best to ensure the quality and performance of this site, your use of this site and the materials contained here is at your own risk. This site and all materials on the site are provided 'as is' and without warranties of any kind, express or implied. To the fullest extent permissible by applicable law, Harvest House expressly disclaims all warranties (express and implied), including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Harvest House is not liable for any delays, inaccuracies, failures, interruptions, deletions, defects, communication line failures, viruses or for any other damage arising out of your use of or inability to use this site.

Under no circumstances (including but not limited to our negligence) shall Harvest House be liable for any damages, including but not limited to direct, incidental, special, consequential or punitive damages, arising from your use of, or inability to use, this site, whether such damages are based on contract, tort, strict liability or otherwise, even if we have been advised of the possibility of such damages.

Indemnity

You shall indemnify, defend and hold harmless Harvest House and its affiliates, together with their respective employees, agents, directors, officers, shareholders, information providers, licensors and licensees from and against any liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs) arising out of your use of this site, your breach or alleged breach of this Agreement or your violation or alleged violation of any rights of any third party. You will use your best efforts to assist us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.



990 OWEN LOOP NORTH • EUGENE, OREGON 97402-9173
541.343.0123 • FAX 541.342.6410

HARVEST HOUSE PUBLISHERS

TERMS OF USE

Reader Reviews, Emails, Form Submissions, and All Other Electronic Correspondence

By submitting reader reviews, emails, form submissions, or any other correspondence ("Submissions") to Harvest House Publishers, you agree to the following:

You grant Harvest House Publishers and its partners, affiliates, successors and licensees the irrevocable, worldwide and perpetual right to use, reproduce, edit, modify, amend, translate, publish, display (in whole or in part), and create derivative works from the Submissions for promotional purposes (including but not limited to use on the Harvest House Publishers website (<http://www.harvesthousepublishers.com>), on other websites controlled by Harvest House Publishers, and on sites to which Harvest House Publishers contribute content), as well as for any other lawful purpose, in all forms and all media, whether now known or hereafter developed, including but not limited to electronic and print media.

You waive any claims you may have based on such use, including but not limited to claims for invasion of privacy, violation of right of publicity and libel.

No royalties or other payment will be payable for use of the Submissions by Harvest House or by any third party.

You expressly represent and warrant that you own all rights in and to the Submissions (unless you have explicitly attributed the Submissions to other authors/owners) and that you have full authority to grant the rights described above.

You represent and warrant that each of your Submissions is factually accurate, is not slanderous or libelous, does not infringe any intellectual property rights and does not violate any right to privacy or other personal or property right whatsoever or contain any matter otherwise contrary to law.

Harvest House Publishers assumes no responsibility or liability for any Submission posted by any user, reader, customer, or other 3rd party, including you. You agree to indemnify and hold harmless Harvest House Publishers and its partners, affiliates, successors and licensees, and their respective agents, employees, owners, directors, officers, successors and assigns from and against any cost or expense, including but not limited to attorneys' fees incurred at arbitration, at trial or on any appeal, arising from any claims resulting from the use of your Submission.

Harvest House Publishers has the right to refuse to post or accept any Submission for any reason and to remove, purge, or rotate Submissions from its website or other materials for any reason at any time.

Miscellaneous

This Agreement shall be deemed executed in the State of Oregon and shall be interpreted and construed in accordance with the laws of the State of Oregon relating to contracts made and performed therein. Venue shall be proper only in the County of Lane, State of Oregon. You further irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been deleted from this Agreement, and the remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.

In the event that any action, suit or legal proceeding is initiated or brought to enforce any or all of the provisions of this Agreement, the prevailing party shall be entitled to such attorneys' fees, costs and disbursements as are deemed reasonable and proper by an arbitrator or court. In the event of an appeal of an initial decision of an arbitrator or court, the prevailing party shall be entitled to such attorneys' fees, costs and disbursements as are deemed reasonable and proper by the appellate court(s). These Terms of Use constitute the entire agreement between us and supersede any prior agreements or understandings not incorporated herein.



990 OWEN LOOP NORTH • EUGENE, OREGON 97402-9173
541.343.0123 • FAX 541.342.6410