Terms & Conditions

GENERAL TERMS & CONDITIONS

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Within this Agreement, "Endtime Harvest Ministries International", “ENDTIME HARVEST MINISTRIES INTERNATIONAL”, "we", "our" and "us" refers to Endtime Harvest Ministries International, a division of ENDTIME HARVEST MINISTRIES INTERNATIONAL, "you" and "your" refers to you individually as well as, if applicable, the customer, ministry, church and/or organization of which you are an authorized representative of with respect to this Agreement. ENDTIME HARVEST MINISTRIES INTERNATIONAL reserves the right to change, add or remove portions of these Terms and Conditions at any time and at its sole discretion. Your continued use of the ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services following the posting of any changes means that you accept and agree to such changes. It is your responsibility to check these Terms and Conditions periodically for changes. As long as you comply with these Terms and Conditions, ENDTIME HARVEST MINISTRIES INTERNATIONAL grants you a personal, non-transferable, non-exclusive, limited privilege to enter and use the ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services, and provided the appropriate license fees have been paid by you for such ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services. Your use of the ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services includes the ability to enter into agreements and/or to make purchases electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THIS SITE,

INCLUDING NOTICES OF CANCELLATION, CONTRACTS, APPLICATIONS AND POLICIES.

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DIGITAL MILLENNIUM COPYRIGHT ACT

Endtime Harvest Ministries International's policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act and other applicable intellectual property laws, which may include removing or disabling access to material claimed to be the subject of infringing activity. If Endtime Harvest Ministries International removes or disables access to comply with the Digital Millennium Copyright Act, we will make a good-faith attempt to contact the owner or administrator of the affected site(s) in order that they may make a counter notification pursuant to Sections 512(g) of that Act. We will document all notices of alleged infringement on which we act. A copy of the notice will be sent to a third party who will make it available to the public. Notification of Infringement. You must provide a written communication, which may be sent via fax or regular mail (but not by email) that sets forth the items specified below. Please note that you may be liable for damages, including costs and attorneys' fees, if you materially misrepresent that a product or activity is infringing your copyrights. If you are unsure as to whether certain material of yours is protected by copyright laws, we suggest that you contact an attorney prior to submitting a request.

Please use the following format in preparing and submitting your written notification:

1. Identify the copyrighted work in sufficient detail that you believe has been infringed, including where the work appears, i.e., the web page(s).
2. Identify the material that you claim infringes on your copyrighted work described in Item 1 above, including where the material appears, i.e., the web page(s).
3. Provide your contact information including your telephone number and email address.
4. Include the following statements in your written notification:

a. "I have a good faith belief that use of the copyrighted materials described above on the allegedly infringing web pages is not authorized by the copyright owner, its agent, or the law."

b. "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

5. Please sign your written notification and send it to the following address:

Endtime Harvest Ministries International
Attn.: ETHMI Notice Department
P.O. Box 1403

McKinney, TX 75070
Counter Notification. If your materials have been taken down from the WWW.ENDTIMEHARVEST.CC, you may make a counter notification pursuant to Section 512(g) of the Digital Millennium Copyright Act. When we receive a counter notification that is in accordance with Section 512(g) of the Act, we will reinstate the material in question. You must provide a written communication, which may be sent via fax or regular mail (but not by email) that sets forth the items specified below to make a counter notification. Please use the following format in preparing and submitting your written counter notification:
1. Identify the URLs of the materials and the materials that Endtime Harvest Ministries International has removed.
2. Provide your name, address, telephone number, email address, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or Collin County, Texas (if your address is outside of the United States), and that you will accept service of process from the person who provided notification under subsection 512(c)(1)(C) of the Act or an agent of such person.
3. Include the following statements in your written notification: "I swear, under penalty of perjury, that I have a good faith belief that each search result or message identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled."
4. Please sign your written counter notification and send it to the following address:
Endtime Harvest Ministries International
Attn.: ETHMI Notice Department
P.O. Box 1403
McKinney, TX 75070

THIRD-PARTY WEBSITES

ENDTIME HARVEST MINISTRIES INTERNATIONAL websites and ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services may contain links to other independent third-party websites (“Linked Websites”). These Linked Websites are provided solely as a convenience to our visitors. Such Linked Websites are not under the control of ENDTIME HARVEST MINISTRIES INTERNATIONAL, and ENDTIME HARVEST MINISTRIES INTERNATIONAL is not responsible for and does not endorse the content of such Linked Websites, including any information or materials contained on such Linked Websites. ENDTIME HARVEST MINISTRIES INTERNATIONAL does not have any responsibility or liability for any information, data, communications or materials available on such third-party sites. These linked sites are only for your convenience and you therefore access them at your own risk.

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ENDTIME HARVEST MINISTRIES INTERNATIONAL accepts Visa, MasterCard, American Express or Discover in U.S. funds drawn on U.S. banks for digital media purchases. When placing your order, the digital media store will obtain a pre-approval from the holder of your credit card for the amount of your purchase. That amount will be billed to your credit card at the time of purchase or, at ENDTIME HARVEST MINISTRIES INTERNATIONAL’s sole discretion not later than the date of shipping of the ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services

purchased by you. If a purchase is declined, please review your billing information to make sure it is correct and then resubmit. You agree to pay for all ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services you purchase through the WWW.ENDTIMEHARVEST.CC and/or any other website owned or controlled by ENDTIME HARVEST MINISTRIES INTERNATIONAL, and that ENDTIME HARVEST MINISTRIES INTERNATIONAL may charge your credit card for any products you purchase, and for any additional amounts as may be accrued by or in connection with your user account (including any taxes and late fees, as applicable). YOU ARE RESPONSIBLE FOR THE TIMELY PAYMENT OF ALL FEES AND FOR PROVIDING PASSALONG WITH A VALID CREDIT CARD FOR PAYMENT OF ALL FEES. All fees will be billed to the credit card that you designate during the registration process. If you want to designate a different credit card, or if there is a change in your credit card, you must change your payment account information online at the “My Account” user account information section of the WWW.ENDTIMEHARVEST.CC. Occasionally, technical problems may delay or prevent delivery of the product you purchase. Your exclusive and sole remedy with respect to such product, which is not delivered within a reasonable period of time, as determined by ENDTIME HARVEST MINISTRIES INTERNATIONAL in its sole discretion, will be either replacement of such product or refund of the purchase price paid for such product.

AGE REQUIREMENT

Registered users must be 18 years or older to use the entire range of services available at WWW.ENDTIMEHARVEST.CC. Any personal information submitted by children under the age of 13 will not be knowingly retained by Endtime Harvest Ministries International, Inc. or Endtime Harvest Ministries International.

COOKIES

To enable the Endtime Harvest Ministries International shopping cart application, you must set your web browser to allow cookies. Failure to do so will adversely impact your shopping experience.

EMAIL ADDRESS REQUIREMENT

You must have a valid email address to purchase ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services and/or become a registered user of ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services.

ONLINE REQUIREMENT

For some functions of the ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services and/or WWW.ENDTIMEHARVEST.CC, you will be required to be online at the time you attempt the function (i.e. downloading purchased media).

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This is a license, not a sale. We continue to own the intellectual property rights in the Content. The Content is provided under the terms of the following license agreement ("Agreement") that states what you may and may not do with the Content and contains limitations on warranties and remedies. For most digital media purchased from the WWW.ENDTIMEHARVEST.CC, you will be licensed to perform the following functions:

• You may make one copy, backup or archive the Content as necessary of any individually purchased media to CD for archive purposes; provided, however, that you must reproduce all proprietary notices on this single back-up copy;

• You may use the Content in virtually any kind of corporate setting: church services, conferences, Bible studies, multimedia presentations, film and video presentations;
• Only you are permitted to use the Content. Any additional persons who wish to use the Content must download it from the Endtime Harvest Ministries International website themselves;
• You may install the Content in only one location; you may physically transfer the Content and its archives from one location to another, however it may only be used in one location at a time;
• You may use the product on an unlimited, royalty-free basis provided that the appropriate licensing fee(s) has/have been received by ENDTIME HARVEST MINISTRIES INTERNATIONAL and provided that you are not in breach of the terms of this license or this Agreement;
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• In the event of a legitimate hard-drive crash or other related technical issue, at our reasonable discretion, you may be provided with a reinstall.
• Notwithstanding the foregoing, however, all other rights to and in the Content and accompanying materials (if applicable), including, without limitation, all intellectual property rights relating thereto, are retained by ENDTIME HARVEST MINISTRIES INTERNATIONAL.
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• Provide the Content in downloadable format on the internet or use the Content on a website;
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• broadcast the video/media clips through any medium, including, without limitation, the Internet, radio or television;
• use the Content or portions of the Content for your website;
• incorporate the Content in any product that results in a re-distribution of the Content or portions of the content (regardless whether the resulting product is for commercial or non- commercial purposes);
• use the Content in a fashion that is considered by ENDTIME HARVEST MINISTRIES INTERNATIONAL (in its sole reasonable discretion) as obscene, defamatory or libelous in nature;
• copy, duplicate, replicate or re-master the Content in any way;

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- sub-license, re-sell, rent, lend, give away or otherwise distribute the Content;
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- assign or otherwise transfer the Content or the rights to the Content or accompanying materials (if applicable), except as specifically provided for elsewhere in this Agreement;
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TERM

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(b) If you continue to be unable to download the Content, ENDTIME HARVEST MINISTRIES INTERNATIONAL will refund the fee actually paid by you in respect of the use of the particular Content that could not be downloaded by you, provided ENDTIME HARVEST MINISTRIES INTERNATIONAL determines in its sole and absolute discretion that you have been unable to download such Content successfully; however,

(c) Notwithstanding the foregoing, due to the nature of digital media, no refunds can be given for digital media once it has been successfully downloaded and the purchase is complete.

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GRANTED TO YOU HEREUNDER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THE ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, THE LICENSE PROVIDED HEREUNDER, OR THE USE OR EXPLOITATION OF ANY OR ALL OF THE CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEE(S) ACTUALLY PAID BY YOU TO ENDTIME HARVEST MINISTRIES INTERNATIONAL UNDER THIS AGREEMENT IN RESPECT OF THE USE OF THE CONTENT. SOME JURISDICTIONS DO NOT ALLOW FOR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOUR WARRANTIES AND INDEMNIFICATION

You warrant and represent that you are free to enter into this Agreement, and in the event you are entering this Agreement on behalf of a church, ministry and/or other organization, that you have the right to enter into this Agreement on behalf of such church, ministry and/or other organization and the authority to bind said church, ministry and/or other organization hereto. You agree to indemnify and hold ENDTIME HARVEST MINISTRIES INTERNATIONAL harmless against all claims or liability asserted against ENDTIME HARVEST MINISTRIES INTERNATIONAL arising out of or in connection with any breach by you or anyone acting on your behalf of any of the terms of this Agreement.

GENERAL

If any provision or part thereof of this Agreement is wholly or partially unenforceable the parties or, in the event the parties are unable to agree, a court of competent jurisdiction, shall put in place thereof an enforceable provision or provisions, or part thereof, that as nearly as possible reflects the terms of the unenforceable provision or part thereof. You agree to pay and be responsible for any and all sales taxes, use taxes, value added taxes and duties imposed by any jurisdiction as a result of the license granted to you, or of your use of the Content, pursuant to this Agreement.

JURISDICTION & ARBITRATION

This Agreement will be governed under the laws of the State of Texas and the federal laws of the United States of America applicable therein (without reference to conflicts of laws principles). You consent to service of any required notice or process upon you by registered mail or overnight courier with proof of delivery notice, addressed to the address or contact information provided by you at the time the Content was downloaded, or such other address as you may advise us in writing to use, from time to time. Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration in Mckinney, Collin County, Texas. If ENDTIME HARVEST MINISTRIES INTERNATIONAL is obligated to go to court, rather than arbitration, to enforce any of its rights, or to collect any fees, you agree to reimburse ENDTIME HARVEST MINISTRIES INTERNATIONAL for its legal fees, costs and disbursements if ENDTIME HARVEST MINISTRIES INTERNATIONAL is successful.

REGISTRATION AND USER ACCOUNT

Upon registration, you agree to provide current, accurate and complete information

required to register with the WWW.ENDTIMEHARVEST.CC and at other points as may be required in the course of using the WWW.ENDTIMEHARVEST.CC ("Registration Data"). Further, you agree to maintain and update your Registration Data as required to keep it current, accurate and complete. ENDTIME HARVEST MINISTRIES INTERNATIONAL may terminate your rights to any part of WWW.ENDTIMEHARVEST.CC and/or ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services if any information you provide is false, incomplete or inaccurate. You agree that ENDTIME HARVEST MINISTRIES INTERNATIONAL may store and use the Registration Data you provide (including credit card information) for use in maintaining your accounts and billing fees to your credit card. As a registered user of the WWW.ENDTIMEHARVEST.CC, you may receive or establish a user account ("User Account"). You are solely responsible for maintaining the confidentiality and security of your User Account. You are entirely responsible for all activities that occur on or through your User Account, and you agree to immediately notify ENDTIME HARVEST MINISTRIES INTERNATIONAL of any unauthorized use of your User Account or any other breach of security. You should not reveal your User Account information to anyone else or use anyone else's User Account. ENDTIME HARVEST MINISTRIES INTERNATIONAL shall not be responsible for any losses arising out of the unauthorized use of your User Account.

VIOLATIONS OF THE TERMS AND CONDITIONS

Failure to abide by these Terms and Conditions is a material breach of this agreement for which ENDTIME HARVEST MINISTRIES INTERNATIONAL may pursue all rights and remedies it has pursuant to this agreement, and any other rights and remedies it may have at law or in equity. You agree that ENDTIME HARVEST MINISTRIES INTERNATIONAL may, in its sole discretion and without prior notice, terminate your access to the Content and/or to WWW.ENDTIMEHARVEST.CC and/or block your future access to the ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services if we determine that you have violated these Terms and Conditions or other agreements or guidelines which may be associated with your use of the Content and/or WWW.ENDTIMEHARVEST.CC. You also agree that any violation by you of these Terms and Conditions will constitute an unlawful and unfair business practice and will cause irreparable harm to ENDTIME HARVEST MINISTRIES INTERNATIONAL, for which monetary damages would be inadequate, and you consent to ENDTIME HARVEST MINISTRIES INTERNATIONAL obtaining any injunctive or equitable relief that ENDTIME HARVEST MINISTRIES INTERNATIONAL deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies ENDTIME HARVEST MINISTRIES INTERNATIONAL may have at law or in equity. You agree that ENDTIME HARVEST MINISTRIES INTERNATIONAL may, in its sole discretion and without prior notice, terminate your access to the Content and/or WWW.ENDTIMEHARVEST.CC, for cause, which includes but is not limited to

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(2) a request by you (self-initiated account deletions),
(3) discontinuance or material modification of WWW.ENDTIMEHARVEST.CC or any service offered on or through the WWW.ENDTIMEHARVEST.CC, or
(4) unexpected technical issues or problems.

ENDTIME HARVEST MINISTRIES INTERNATIONAL reserves the right to takes the steps that ENDTIME HARVEST MINISTRIES INTERNATIONAL believes are reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms and Conditions (including but not limited to ENDTIME HARVEST MINISTRIES INTERNATIONAL's right to cooperate with any legal process relating to your use of the WWW.ENDTIMEHARVEST.CC, the Content, and/or ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services, and/or a third-party claim that your use of the Content, WWW.ENDTIMEHARVEST.CC, and/or ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services is unlawful and/or infringes such third party's rights).

ENDTIME HARVEST MINISTRIES INTERNATIONAL reserves the right at all times to disclose any information that ENDTIME HARVEST MINISTRIES INTERNATIONAL deems necessary to comply with any applicable law, regulation, legal process or governmental request. ENDTIME HARVEST MINISTRIES INTERNATIONAL also may disclose your information when ENDTIME HARVEST MINISTRIES INTERNATIONAL determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. ENDTIME HARVEST MINISTRIES INTERNATIONAL may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Content, WWW.ENDTIMEHARVEST.CC, and/or ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) to the rights or property of ENDTIME HARVEST MINISTRIES INTERNATIONAL, or the rights or property of visitors to or users of the Content, WWW.ENDTIMEHARVEST.CC, and/or ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services, including the customers of ENDTIME HARVEST MINISTRIES INTERNATIONAL. You agree that ENDTIME HARVEST MINISTRIES INTERNATIONAL has the right, without liability to you, to disclose any Registration Data and/or User Account information to law enforcement authorities, government officials and/or a third party, as ENDTIME HARVEST MINISTRIES INTERNATIONAL believes is reasonably necessary or appropriate to enforce and/or verify compliance with any part of these Terms and Conditions (including but not limited to ENDTIME HARVEST MINISTRIES INTERNATIONAL' right to cooperate with any legal process relating to your use of the Content, WWW.ENDTIMEHARVEST.CC, and/or ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services, and/or a third-party claim that your use of the Content, WWW.ENDTIMEHARVEST.CC, and/or ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services is unlawful and/or infringes such third party's rights). For further information regarding your privacy, please review our **Privacy Policy** available at WWW.ENDTIMEHARVEST.CC, which is incorporated into these Terms and Conditions by reference. You acknowledge and agree that ENDTIME HARVEST MINISTRIES INTERNATIONAL may preserve any transmittal or communication by you with ENDTIME HARVEST MINISTRIES INTERNATIONAL through WWW.ENDTIMEHARVEST.CC and may also disclose such data if required to do so by

law or ENDTIME HARVEST MINISTRIES INTERNATIONAL determines that such preservation or disclosure is reasonably necessary to
(1) comply with legal process,
(2) enforce these Terms and Conditions,
(3) respond to claims that any such data violates the rights of others, or
(4) protect the rights, property or personal safety of ENDTIME HARVEST MINISTRIES INTERNATIONAL, its employees, users of or visitors to the WWW.ENDTIMEHARVEST.CC, and the public. If ENDTIME HARVEST MINISTRIES INTERNATIONAL does take any legal action against you as a result of your violation of these Terms and Conditions, ENDTIME HARVEST MINISTRIES INTERNATIONAL will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to ENDTIME HARVEST MINISTRIES INTERNATIONAL. You agree that ENDTIME HARVEST MINISTRIES INTERNATIONAL will not be liable to you or to any third party for termination of your access to the Content,WWW.ENDTIMEHARVEST.CC, and/or ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services as a result of any violation of these Terms and Conditions.

ASSIGNABILITY

You may not assign or transfer to anyone else the rights granted to you in this Agreement, without our prior written consent. ENDTIME HARVEST MINISTRIES INTERNATIONAL and/or its affiliates may assign or transfer this Agreement freely.

ADDITIONAL TERMS

These Terms and Conditions constitute the entire agreement between you and ENDTIME HARVEST MINISTRIES INTERNATIONAL with regard to your use of the Content, WWW.ENDTIMEHARVEST.CC, and/or ENDTIME HARVEST MINISTRIES INTERNATIONAL Products and Services, and any and all other written or oral agreements or understandings previously existing between you and ENDTIME HARVEST MINISTRIES INTERNATIONAL with respect to such use are hereby superseded and cancelled. If any of the provisions of these Terms and Conditions are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms and Conditions, so that these Terms and Conditions shall remain in full force and effect. ENDTIME HARVEST MINISTRIES INTERNATIONAL will not accept any counter-offers to these Terms and Conditions, and all such offers are hereby categorically rejected. The failure of ENDTIME HARVEST MINISTRIES INTERNATIONAL to insist on or enforce strict performance of these Terms and Conditions shall not be construed as a waiver by ENDTIME HARVEST MINISTRIES INTERNATIONAL of any provision or any right it has to enforce these Terms and Conditions, nor shall any course of conduct between ENDTIME HARVEST MINISTRIES INTERNATIONAL and you or any other party be deemed to modify any provision of these Terms and Conditions. These Terms and Conditions shall not be interpreted or construed to confer any rights or remedies on any third parties.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER

AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ENDTIME HARVEST MINISTRIES INTERNATIONAL, WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATION BETWEEN YOU AND ENDTIME HARVEST MINISTRIES INTERNATIONAL RELATING TO THE SUBJECT OF THIS AGREEMENT. ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED. Last Revised June 4th, 2010