



# Healthy For Good

## **USER AGREEMENT FOR AMERICAN HEART ASSOCIATION** **HEALTHY FOR GOOD**

Welcome to AHA HEALTHY FOR GOOD (“HEALTHY FOR GOOD”). HEALTHY FOR GOOD is provided by The American Heart Association, a New York non-profit corporation (the “AHA”, “We” or “Us” or “Our”). This Agreement is between AHA and you (“You” or “Your”). Please carefully read these terms.

**READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING OR AFFIRMING YOUR ACCEPTANCE OF THE AGREEMENT. YOU MAY BE ASKED TO CLICK “I AGREE” OR “I ACCEPT.” ACCEPTING THESE TERMS, EVEN IF YOU HAVE NOT READ THEM. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, IS THE SAME AS SIGNING THIS AGREEMENT. DO NOT ACCEPT IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT.**

**YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AND LOCATED IN THE UNITED STATES, TO ACCEPT THIS USER AGREEMENT. IF YOU ARE LESS THAN THE AGE OF EIGHTEEN (18) YEARS OR LOCATED OUTSIDE OF THE UNITED STATES, PLEASE EXIT THIS SITE NOW.**

1. **Ownership.** Text, files, images, graphics, health sessions, health information, illustrations, audio, video, and photographs on or offered through this website (collectively, “Content”) are protected by intellectual property rights, including, as applicable and without limitation, copyrights, trademarks, patents, and other proprietary and intellectual property rights (“Intellectual Property Rights”). The logos, service marks, page design, images, written information, audio, video, animations, software functions and features provided through it (“the Services”) belong to the AHA. Except as stated in this Agreement, You are not granted a license or right, whether by implication, estoppel, or otherwise, in or to the Content, or to any Intellectual Property Rights in or related to them. You may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit any portion of the Content. You agree that the Services are provided to you for the limited purpose of helping you reach your goals and that We retain all rights, title and interests, including copyright and other proprietary rights, in the Services and all material, including but not limited to text, images, and other multimedia data on the site unless expressly indicated as belonging to another.

2. **Trademarks.** Unless otherwise labeled, all trademarks, service marks, logos, photos, images, avatars, banners, page headers, and any other branding elements displayed (collectively, the “Marks”) are the property of AHA. Except as expressly set forth in this Agreement, You may not display, link to, or otherwise use the Marks. Additionally, use any AHA Marks (This includes the American Heart Association logo, the American Stroke Association logo and other service marks and logos owned by the AHA), together with any revisions, updates or registered alternative marks—may not be used except with the

express, prior written consent of AHA.

3. **Privacy.** AHA's [Privacy Policy](#), available at this link, governs Use of the Services. The terms of AHA's Privacy Policy are incorporated into this Agreement. You agree that We may use all information provided by You on this web site for the purpose for which You provide the information, such as to complete a transaction or to register You for a program or communication at Your request. AHA is not required to secure any personal information You enter into the Services and You assume all risk of disclosure for any information entered, including unintended disclosure such as due to unauthorized access or monitoring of Your activities within the Services. You are free to delete Your personal information from the Services and stop using the Services at any time.

Further, if You provide information to third parties on or through Us (including, to third party providers of products, software, services or content), You acknowledge that such third parties are not bound by AHA's Privacy Policy and that such third parties may or may not have restrictions on the use of such information.

You acknowledge that AHA is not responsible or liable for the use by any third party of Your information, including personal or confidential information.

4. **De-Identification of Data.** We reserve the right to remove those elements of data that might be used to associate data with You or any other individual, or to "de-identify" the data We collect, and to use and share such de-identified data for furthering our mission. Aggregated, de-identified data may also be used for health trend analysis, disease control, in assessing the effectiveness of various health programs, and for other data analytics and purposes. Depending on the circumstances, We may or may not charge third parties for this de-identified data. By using the Services, you grant us the right to accept payment or other remuneration for such aggregated, de-identified data. We require parties with whom we share aggregated, de-identified data to agree that they will not try to make this information personally identifiable.

5. **Restrictions on Use.** You agree not to copy, license, sell, transfer, make available or otherwise distribute the Services to any entity or person without prior written authorization from AHA. You agree to use Your best efforts to stop any unauthorized copying or distribution immediately after such unauthorized use becomes known to You. Without limiting its remedies for breach of this Agreement, We reserve the right to end any relationship with You if You violate these terms. We reserve the right at any time in Our sole discretion to modify, suspend, or discontinue HEALTHY FOR GOOD (or any portion thereof) with or without notice. You warrant that all information provided to Us through the Services is accurate and that the person providing the information is over the age of 18 years, legally able to enter this Agreement, authorized by the entity You represent to enter into this Agreement, and that you are permitted under the laws of Your local jurisdiction to do so.

We reserve the right to not post or to remove without prior notice any of Your content that, in our sole discretion, violates this Agreement. You hereby represent and warrant to Us that You own all right, title and interest in and to any content that You provide or upload, or that You have sufficient rights, whether by implication, estoppel, or otherwise, to grant Us the rights discussed in this Section. By providing or uploading any content, You grant Us a nonexclusive, royalty-free, perpetual, irrevocable, and fully

sublicensable right to use, copy, store, reproduce, modify, display, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any form, media, software, or technology of any kind. In addition, You waive all moral and economic rights in the content and warrant that all moral rights applicable to such content have been waived. You also grant AHA the right to use Your name in connection with the reproduction or distribution of such material.

6. **Representations and Warranties.** **THE SERVICES ARE PROVIDED BY US ON AN "AS IS" BASIS WITH NO WARRANTIES OF ANY KIND.** We make every effort to verify the information and functionality provided but makes no warranties regarding the completeness, accuracy, reliability or availability of the Services. We are not responsible for the availability, reliability, accuracy or information provided on any web sites or in any materials that may be linked that are not controlled by Us. Because You determine what information to enter into the Services, We are not responsible for the accuracy of user-created data or any functionality that works on the user-created data. **WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

You represent, warrant, and covenant for the benefit of AHA that: (a) You have the legal right and authority to enter into this Agreement and, if You are accepting this Agreement on behalf of a company or other entity, to bind the company or other entity to the terms of this Agreement; (b) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement and in any applicable additional agreement You enter into in connection hereto; and (c) all information You provide to Us in connection with this Agreement is correct and current.

7. **Limitation of Liability.** In no event is AHA liable to you or to any user of the Services or to any other person or entity for any direct, indirect, special, exemplary, or consequential damages, including lost profits. This limitation is effective whether based on breach of warranty, contract, negligence, strict liability, lost opportunity, or otherwise, arising under this Agreement or any performance under this Agreement, whether or not You had any knowledge, actual or constructive, that such damages might be incurred. In the event You are dissatisfied with, or dispute these terms of this Agreement or the Content, Your sole right and exclusive remedy is to terminate Your use even if that right or remedy is deemed to fail of its essential purpose. You confirm that We have no other obligation, liability or responsibility to You or any other party.

8. **Indemnification.** You will indemnify, defend and hold harmless Us and Our affiliates, officers, volunteers, employees, and agents ("Affiliates"), against any claim, damages, loss, liability, suits or expense arising out of the Your use of the Services.

9. **Conflict with Other Agreements.** This Agreement applies solely to the limited purposes for which the Services are provided. You may be required to agree to other terms in other documents for other purposes in order to do business with or receive products or services from AHA not provided in this particular Service. Nothing in this Agreement is intended to conflict with or supersede the provisions of any other contract with AHA.

10. **Registration.** You might be asked to become a registered user (a "Registered User") of HEALTHY

FOR GOOD. Your approval as a Registered User is at Our discretion. Upon approval as a Registered User, You will be asked to create a password-protected account (an "Account"). You agree to keep Your Account information and password confidential. You may not share Your Account information or password with a third party. You agree to notify Us immediately of any actual or suspected unauthorized use of Your Account. You are solely responsible for all activities that occur through Your Account. We will not be responsible for any loss to You caused by Your failure to comply with these obligations. In connection with Your application to become a Registered User, You will be asked to submit certain information about yourself ("Registration Information"). You represent and warrant that: (a) all Registration Information You provide is true, accurate, current, and complete; and (b) You will maintain and promptly update the Registration Information to keep it true, accurate, current, and complete. As part of the registration process, You may be assigned or permitted to create a user ID for use in identifying Your Account (a "User ID"). You may not: (i) select or use a User ID of another person with the intent to impersonate that person; (ii) use a User ID in which another person has rights without such person's authorization; or (iii) use a User ID that We deem offensive. Failure to comply with the foregoing will constitute a breach of this Agreement, which may result in immediate termination of Your Account.

11. **Miscellaneous.** This Agreement contains the entire agreement relating to the Services. No waiver or failure to enforce Our rights under this Agreement is a waiver or bar to enforcing any other of Our rights. This Agreement is governed by the laws of the State of Texas without regard to its conflicts of laws provisions. The parties specifically exclude from application to the Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. You hereby irrevocably waive the right to a trial by jury. In any such dispute, the prevailing party will be entitled to recover its reasonable attorneys' fees and expenses from the other party. Regardless of any statute or law to the contrary but to the extent this limitation is permitted by law, any claim or cause of action arising out of or related to Your use of HEALTHY FOR GOOD must be filed by You within one (1) year after such claim or cause of action arose or be forever barred. Your obligations under paragraphs 2-9 survive termination of this Agreement.

12.1 **Nonassignment.** You may not assign or transfer any of Your rights under this Agreement, and any attempt to do so is null and void.

12.2 **Integration.** This Agreement sets forth the entire understanding of the parties and supersedes any and all prior oral and written agreements or understandings between the parties regarding the subject matter of this Agreement. This Agreement may not be modified except upon written changes made by Us. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

12.3 **Severability.** If for any reason any provision of this Agreement is held invalid or unenforceable in whole or in part in any jurisdiction, such provision will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Should any part of this Agreement be declared unlawful, void, or unenforceable, the remaining parts will remain in effect and be enforceable.

12.4 **Headings and References.** All references in this Agreement to Sections, paragraphs, and other subdivisions refer to the Sections, paragraphs, and other subdivisions of this Agreement unless expressly provided otherwise. Titles and headings appearing at the beginning of any subdivision are for convenience only and do not constitute any part of any such subdivision and will be disregarded in construing the language contained in this Agreement. The word “or” is not exclusive. Words in the singular form will be construed to include the plural and words in the plural form will be construed to include the singular, unless the context otherwise requires.

12.5 **Modifications.** AHA reserves the right, at any time and without notice, to add to, change, update, or modify HEALTHY FOR GOOD and the terms of use, simply by posting such addition, change, update, or modification on the website. Any such addition, change, update, or modification will be effective immediately upon posting on the website.

13. **MEDICAL DISCLAIMER.** YOU ACKNOWLEDGE THAT INFORMATION IS PROVIDED "AS IS" FOR GENERAL INFORMATION ONLY AND ANY ASSOCIATED DEVICE IS NOT A MEDICAL DEVICE. THE WEBSITE IS NOT INTENDED TO BE NOR IS TO BE CONSTRUED AS MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR AS A SUBSTITUTE FOR CONSULTATIONS WITH QUALIFIED HEALTH PROFESSIONALS WHO ARE FAMILIAR WITH YOUR INDIVIDUAL MEDICAL NEEDS. YOU SHOULD ALWAYS CONTACT A HEALTH CARE PROVIDER TO OBTAIN A DIAGNOSIS, TO RECEIVE INFORMATION ABOUT POTENTIAL TREATMENTS, AND TO DISCUSS ANY QUESTIONS YOU MAY HAVE ABOUT YOUR HEALTH. **DO NOT DELAY IN SEEKING MEDICAL ASSISTANCE IF YOU HAVE A MEDICAL EMERGENCY. THIS IS NOT INTENDED TO BE MEDICAL SERVICES. IF YOU HAVE A MEDICAL EMERGENCY, CALL 911 OR YOUR HEALTH CARE PROVIDER.**

Need to CONTACT AHA?

- Call us toll-free at 1-800-242-8721, or
- Write to us at National Service Center, American Heart Association, 7272 Greenville Avenue, Dallas, Texas 75231.

(REV August 2016)