

Men's Health Archive Terms of Service

These Terms of Service were last updated on August 15th, 2019.

This policy describes the terms and conditions governing your use of the Men's Health Archive website ("Site").

In these Terms of Service, you will find information about the following topics:

1. USE OF THE SITE AND ACCEPTANCE OF THE TERMS
2. OWNERSHIP AND USE OF SITE
3. POSTING AND USER GENERATED CONTENT TERMS AND CONDITIONS
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GENERAL DISCLAIMER.

MEN'S HEALTH ARCHIVE, INC. ("MHA") PROVIDES THE SITE IN ITS ENTIRETY, INCLUDING ITS CONTENT, SERVICES AND DATA CONTAINED THEREIN, ONLY FOR INFORMATIONAL PURPOSES. NO COUNSELING OR MEDICAL ADVICE IS PROVIDED ON THE SITE, AND THE INFORMATION SHOULD NOT BE USED OR UNDERSTOOD TO BE MEDICAL ADVICE.

No content or information on this Site is intended to be a substitute for professional counseling or medical advice, diagnosis or treatment from a licensed and experienced physician or health care professional and should not be used or relied on in making any health care decisions. Additionally, your use, access or browsing of his site does not constitute a patient-physician relationship between you, the Site and any author of Information on this Site. By use of this Site you agree that you shall not make any medical or health-care related decisions based on the Information contained on this Site.

This Site does not recommend or endorse any specific products, physicians, health care professionals, opinions or other Information that appears on the site. Any reliance on such information is at your sole risk.

If you believe that you have a medical emergency contact your doctor and/or call 911 immediately. This Site should not be used as a substitute for such emergency action.

Any and all opinions found on this Site are simply opinions of the author and not as certified facts. Opinions on the Site are or have been stated based on specific facts or beliefs, under certain conditions, and subject to certain assumptions, and may not and should not be used nor relied upon for any other purpose, including, but not limited to, use in or in connection with any medical or health care decision or legal proceeding.

The content or information may be changed at any time and without notice and carries no guarantee to be complete, correct, timely, current or up-to-date. Some or all of the Information may become out-of-date. The author accepts no obligation and has no intention to update any Information on the Site.

1. USE OF THE SITE AND ACCEPTANCE OF THE TERMS

1.1 Agreement to the Terms of Service. This is a binding contract between you and Men’s Health Archive (“MHA”, “us,” or “we”). By using the Site, you agree to abide by all of the terms and conditions set forth in these Terms of Service.

1.2 Your Representation Regarding Truthfulness. As a material condition of using the Site, you represent and warrant that you have provided and will provide accurate and complete information in all communications with MHA.

1.3 Relationship. Access to the Site does not create a professional services relationship or any other relationship between you and MHA.

1.4 Changes to the Terms of Service. We may change, add, or remove portions of these Terms of Service. If we do so, we will post the changes to this webpage. If we believe that any of those changes are significant, we will do our best to post those changes to this webpage at least 30 days before they take effect. If we decide that we are unable to provide 30 days’ notice, we will provide as much notice as possible. By continuing to use the Site, you agree to any changes to the Terms of Service.

1.5 Terminating Service. If any of the Terms of Service, or any future changes to these terms, are unacceptable to you, please stop using the Site and, if applicable, cancel your membership by sending an email to contact@menshealtharkive.com.

1.6 Changes to the Site. We may change, suspend, or discontinue any aspect of the Site at any time, including the availability of any feature, database, or content. We may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability.

1.7 Third Party Sites. The Site contains links to third party websites, resources, and advertisers. We are not responsible for the availability of these outside resources, or their contents. You should direct any concerns regarding any external link to the site administrator or webmaster of that site.

2. OWNERSHIP AND USE OF SITE

2.1 Content on Site. All content published on the Site (“Content,” which may include articles, photographs, images, illustrations, audio clips and video clips,) is protected by copyright, and is owned

by MHA or the party credited as the provider of the Content. You must abide by all copyright notices, information, or restrictions contained in any Content accessed on the Site.

2.2 Restrictions on Content Use. The Site and Content are protected by copyright pursuant to U.S. and international copyright laws and are the property of MHA, unless otherwise identified. Because the Site and Content are proprietary, unauthorized use of these materials may violate the law. Specifically, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit, any of the Content or the Site (including software), in whole or in part.

2.3 Commercial Use of Content Prohibited. You may download or copy the Content and other downloadable items displayed on the Site for personal, non-commercial use only, provided that you maintain all copyright and other notices contained therein. Copying or storing any Content for other than personal use is expressly prohibited without our prior written permission or the copyright holder identified in the copyright notice contained in the Content. Specifically, unless authorized in these Terms and Conditions or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium any material from the Site.

2.5 Unauthorized Use of the Site. You may use the Site only for the purposes expressly set forth on the Site and in these Terms of Service. Any other use of the Site is prohibited. Specifically, you must not: (a) access or use the Site for any unlawful purpose; (b) access or use the Site in any manner that could detrimentally affect any MHA computer system, server, or network; (c) access or use the Site in any manner that interferes with any other person's access or use of the Site; or (d) attempt to gain unauthorized access on the Site or any MHA computer system, server, or network.

3. Posting and User Generated Content Terms and Conditions

3.1 Age Requirement. You must be at least 15 years of age to contribute Content to this Site.

3.2 Application of Terms. The following terms and conditions apply when you view access, post, contribute to, upload, data input or otherwise engage in any form of communication with this Site, any Site blog, bulletin board, chat room, public posting option, other public areas of the Site or within the Site (collectively "Public Forums"). These additional terms and conditions supplement all other terms and conditions contained herein, which remain in full force and effect and binding upon you.

3.3 Public Conversation. Please note that once you post a comment on the Site or Public Forums it will become part of the public conversation. You acknowledge that you have no expectation of privacy with regard to any submission to the Site or a Public Forum. It is advisable that you do not post comments that you will later regret since we will not remove your comments simply because you have a change of heart about making them. You agree that no content submitted by you will include a photograph of another person that you have posted without that person's consent.

3.4 Civil Behavior. We expect that you will exercise caution, common sense, and proper judgment when using the Site or Public Forums. If you disagree with any material you find on the Site or Public Forums, we recommend that you respond by noting your disagreement in civil terms in an appropriate forum or comment posting. We also invite you to bring to our attention any material you believe to be

factually inappropriate or in violation of the Terms of Use Agreement by contacting us at:
contact@menshealtharkive.com

If at any time you become dissatisfied with the content of MHA, please immediately discontinue your use.

3.5 Use is For Informational Purposes Only. Any Public Forums are provided for informational purposes only. The opinions that appear on any of the Public Forums are the opinions of the individual author(s) only and may not reflect the opinions of MHA, its parents or affiliates. You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

3.6 Disclaimer. MHA assumes no responsibility for any or all Content from the Public Forums. MHA is not responsible for the content of user comments and any other third-party content. You understand that MHA does not monitor or control third-party content (including, without limitation, comments, postings, or any viruses or disabling features). Nor does MHA have any obligation to monitor such third-party content. TO THE FULLEST EXTENT POSSIBLE, MHA DISCLAIMS ALL RESPONSIBILITY FOR THIRD-PARTY CONTENT, WHICH MAY, BY ITS VERY NATURE, CARRY OFFENSIVE, INACCURATE, MISLEADING, OR OTHERWISE INAPPROPRIATE OR OBJECTIONABLE MATERIAL.

3.7 Responsibility for Posting. You understand that all postings, messages, text, files, images, photos, video, sounds or other materials posted on, transmitted through, or linked from the Site or any of the Public Forums, are the sole responsibility of the person from whom such content originated. More specifically, you understand that you are entirely responsible for your own submissions and the consequences of posting or publishing them. Here are some basic rules:

- Be respectful. Don't threaten or verbally abuse other users; use obscene, profane, or defamatory language; post sexual innuendo, or deliberately disrupt discussions with repetitive messages, meaningless messages, or spam.
- Do not use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual orientation, age, region, disability, etc. Hate speech of any kind is grounds for immediate suspension of your commenting privileges.
- Don't attack. Personal attacks are a direct violation of this agreement and are grounds for immediate suspension of your commenting privileges.

3.8 Truthful Identification. You agree that you will not pose as another person or allow any other person or entity to use your identification for posting or viewing comments. You will not engage in any conduct that restricts or inhibits any other person from using or enjoying the Site, or engage in conduct that exposes MHA or its visitors to liability or detriment of any kind.

3.9 Posting Prohibitions. You further agree that you will not submit material to the Site or Public Forums that is:

- offensive, indecent, inaccurate, or misleading;
- a personal attack;

- otherwise objectionable, in ways that may include but are not limited to being obscene, profane or indecent, defamatory, libelous, threatening, pornographic, harassing, or hateful;
- a criminal offense or gives rise to civil liability or other violates any local, state, national or international law or ordinance;
- a violation of copyright, trademark or other intellectual property rights of any other persons;
- for the purpose of spamming;
- a virus, or contains a virus or other harmful component;
- are libelous, or an invasion of privacy or publicity rights or any other third party rights;
- improperly assume or claim the identity, characteristics or qualifications of another person;
- is for commercial purposes or containing advertising or intended to solicit donations.
- is confidential or sensitive or otherwise in breach of the law.

3.10 Ownership of Posts. In connection with each of your submissions, you affirm, represent and/or warrant that you own or have the necessary licenses, rights, consents, and permissions to use and post or publish this submission on the Site. You further affirm that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including private and publicity rights, unless you are the owner of such rights or you possess permission from their rightful owner to post the material, and you further agree not to conduct any activity that infringes on the copyright trademark, service mark or patent of any person or entity.

3.11 License to Posts. You grant the MHA a perpetual, nonexclusive, world-wide, royalty free, irrevocable, sub-licensable license to the content you submit (or which is submitted by a third party on your behalf), which includes without limitation the right for us and any third party we designate to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) such content in any form or media now known or hereinafter developed. You also grant each user of the Site a non-exclusive license to use the content as permitted through the functionality of the Site or Public Forum. We may edit, remove, modify, publish, transmit, and display all, or any portion of, content we receive. You waive any rights to review or approve our use of content that you submit.

3.12 Lawful Use. You agree not to interrupt, or attempt to interrupt, the operation of the Site or Public Forums in any way. Unauthorized use or modification of any information stored on the Site or Public Forums may result in criminal and/or civil prosecution under federal, state and local law. You may not use the Site or Public Forums for anything other than a lawful and legitimate purpose, nor use the Site or Public Forums in violation of local, state, national or international laws, and you will not submit material that encourages any other person to violate such laws. You shall not restrict or inhibit any other user from using and enjoying any service conducted on the Site or Public Forums.

3.13 Removal. MHA reserves the right to remove any user submission entirely at its discretion, including for alleged violations of terms of service.

3.14 No Endorsement. MHA does not endorse or have control of the content submitted by others to the Site or the Public Forums. Content provided to the Site and the Public Forums by users are not

necessarily reviewed by MHA prior to posting. Nonetheless, MHA reserves the right to prevent you from submitting content to the Site or the Public Forums and to edit, restrict, or inhibit the use of the Site or Public Forums by any other person.

3.15 No Active Monitoring. MHA assumes no responsibility for actively monitoring the Public Forums for inappropriate Content. If at any time MHA chooses, in its sole discretion, to monitor the Public Forums, MHA nonetheless assumes no responsibility for the user content submitted to the Public Forums, no obligation to modify or remove any inappropriate content and no responsibility for the conduct of the user supplying the content to the Public Forums. You agree that MHA accepts no liability whatsoever if it determines to prevent any user content from being submitted, or if it edits, or removes the content.

4. DMCA/COPYRIGHT INFRINGEMENT POLICY

4.1 General Policy. We have adopted the following policy toward copyright infringement, in accordance with the Digital Millennium Copyright Act, or "DMCA". It is our policy to block access to or remove material that we believe in good faith to be copyright material that has been illegally copied by visitors to the Site. It is also our policy to discontinue service to repeat offenders.

4.2 Notice Requirement. If you believe that your work has been copied and posted on or through the Site in a way that constitutes copyright infringement, please send a notice of copyright infringement containing the information detailed in Section 4.3 to the Designated Agent identified in Section 4.4.

4.3 Notice Content. Your notice of copyright infringement must contain all of the following information: (a) identification of the copyrighted work you claim has been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the material that you claim is infringing and information reasonably sufficient to permit us to locate the material (for example, the URL of the infringing material); (c) information reasonably sufficient to permit us to contact you (your address, phone number, and, if available, email address); (d) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature (or that of someone authorized to act on your behalf).

4.4 Designated Agent. MHA's designated agent for notification of claimed copyright infringement is Jake Fishman and can be reached at 124 Brook Road Sharon, MA 02067, 781-856-7420, jake_fishman@menshealtharkive.com

4.5 Procedure. Once we receive a notice that contains the information described above, we will notify the user of the alleged infringement (if we know the identity of the user) and we will remove or disable access to the material on our servers that is alleged to be infringing.

4.6 Repeat Infringers. If we receive more than one notice of copyright infringement concerning a user, we may deem that user a "repeat copyright infringer." We may terminate the accounts of "repeat copyright infringers."

5. REPRESENTATIONS AND WARRANTIES

5.1 User Representations and Warranties. You represent, warrant and covenant (a) that no materials of any kind submitted through your account will (i) violate, plagiarize, or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal or proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you are at least fifteen years old. You hereby indemnify, defend and hold harmless MHA and all officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the “Indemnified Parties”) from and against any and all liability and costs, including, without limitation, reasonable attorneys’ fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you, or any user of your account, of these Terms of Service or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. MHA reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

5.2 Indemnification by User. You agree to indemnify, defend and hold MHA, its affiliates, licensees, advertisers, and sponsors, and its and their directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys’ fees) and other expenses that arise directly or indirectly out of (a) your breach of this Terms of Service; (b) any allegation that any content you submit to us or transmit to the Site infringes the copyright, trademark, trade secret or other intellectual property or other rights of any third party; and/or (c) your activities in connection with the Site.

5.3 Disclaimer of MHA’s Representations. MHA does not represent or endorse the accuracy or reliability of any advice, opinion, statement, or other information displayed, uploaded, or distributed through the Site by any user, information provider or any other person or entity. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information is at your sole risk. THE SITE IS DISTRIBUTED ON AN “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE SITE IS AT YOUR SOLE RISK.

5.4 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF MHA FOR ANY CLAIMS UNDER THESE TERMS OF SERVICE, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SITE (IF ANY).

6. REGISTRATION AND SECURITY

6.1 Accuracy of Registration Information. If you choose to register or create an account with us, you will create login credentials by selecting a password and providing an e-mail address. You may also be required to give us certain registration information, all of which must be accurate and up to date. You may not (i) select or use the login credentials of another person with the intent to impersonate that person; (ii) use login credentials in which another person has rights without such person’s authorization; or (iii) use login credentials that we, in our sole discretion, deem offensive. Failure to comply with the foregoing constitutes a breach of these Terms of Service, which may result in termination of your account.

6.2 Password Confidentiality. You are responsible for maintaining the confidentiality of your password. You will not be required to reveal your password to any representative or agent of MHA.

6.3 Notification of Security Breach. You shall notify MHA of any known or suspected unauthorized use(s) of your account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information.

6.4 Responsibility for Account. You are responsible for all usage or activity on your MHA account, including use of the account by any third party authorized by you to use your login credentials. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your account, at our sole discretion, and we may refer you to appropriate law enforcement agencies.

7. TERMINATION

7.1 Termination by You. You may terminate your account at any time by sending e-mail to contact@menshealtharkive.com. Your access will be suspended within two business days.

7.2 Termination by MHA. We may, in our sole discretion, terminate or suspend your access to all or part of the Site for any reason, including, without limitation, breach or assignment of these Terms of Service, and we may do so without advance notice.

8. MISCELLANEOUS

8.1 Governing Law. These Terms of Service have been made in and shall be construed and enforced in accordance with Massachusetts law. Any action to enforce these Terms of Service shall be brought in the federal or state courts located in Boston.

8.2 Severability. If any provision or portion of these Terms of Service is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will remain in effect, to the fullest degree consistent with the intent of this document.