

**Men's Health Archive  
First Time Therapy Program  
Supplemental Terms of Service**

These Supplemental Terms of Service were last updated on December 12, 2020.

These Supplemental Terms of Service ("Supplemental Terms") describe the terms and conditions governing your participation in Men's Health Archive, Inc.'s ("MHA") First Time Therapy Program. These Supplemental Terms are in addition to, and incorporate in their entirety, [the Terms and Conditions governing your use of the MHA website](#) and [the MHA Privacy Policy](#).

By participating in the MHA's First Time Therapy Program, as described herein and on MHA's website, you agree to these Supplemental Terms of Service.

**GENERAL DISCLAIMER.**

**Your participation in the First Time Therapy Program does not create or constitute a patient-physician relationship between you and MHA. While MHA will provide you with a list of healthcare professionals in your area, MHA does not evaluate, verify, recommend, or endorse any specific healthcare professionals on that list. Your decision to visit any health care professional on the list provided to you is at your sole risk.**

**If you believe that you have a medical emergency, contact your doctor and/or call 911 immediately.**

**1. USE OF THE FIRST TIME THERAPY PROGRAM AND ACCEPTANCE OF THESE SUPPLEMENTAL TERMS**

**1.1 Agreement to the Supplemental Terms.** These Supplemental Terms are a binding contract between you and MHA. By using the First Time Therapy Program, you agree to abide by all of the terms and conditions set forth in these Supplemental Terms.

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

**1.3 Relationship.** Use of the First Time Therapy Program does not create a professional services relationship or any other relationship between you and MHA.

**1.4 Terminating Service.** If any of these Supplemental Terms are unacceptable to you, do not use the First Time Therapy Program

**2. FIRST TIME THERAPY PROGRAM**

**2.1 List of Local Healthcare Providers.** To participate in the First Time Therapy Program, you must provide MHA with your name, contact information and location, which will be treated in accordance with [the MHA Privacy Policy](#). MHA will then provide you with a list of healthcare providers within an approximate 20 mile radius of your location. The list will include each healthcare provider's specialties and distance from your location. **MHA DOES NOT EVALUATE, VERIFY, RECOMMEND, OR ENDORSE ANY OF THE HEALTHCARE PROVIDERS ON THE LIST IT PROVIDES TO YOU.**

**2.2 Your Selection.** Once you receive the list of local healthcare providers, you may identify to MHA up to three healthcare providers on the list that you would like to engage, ranking them by preference.

**2.3 Contacting the Healthcare Providers.** MHA will contact your first choice healthcare provider and ask if that healthcare provider would be willing to accept payment from MHA on your behalf for one appointment. If your first choice healthcare provider does not agree to accept payment from MHA, MHA will contact your second choice healthcare provider and, if your second choice healthcare provider also does not agree to accept payment from MHA, MHA will contact your third choice healthcare provider. If one of the three healthcare providers you select agrees to accept payment from MHA on your behalf for one appointment, MHA will inform you of that fact, including the identity of the healthcare provider (the “Participating Healthcare Provider”), and you can book an appointment with the Participating Healthcare Provider at your convenience. **MHA WILL DISCLOSE YOUR NAME TO EACH OF YOUR SELECTED HEALTHCARE PROVIDERS THAT IT CONTACTS ONLY AFTER THAT PROVIDER CONFIRMS THAT IT WILL PARTICIPATE IN THE FIRST TIME THERAPY PROGRAM. MHA CANNOT GUARANTEE THAT ANY OF YOUR SELECTED HEALTHCARE PROVIDERS WILL AGREE TO ACCEPT PAYMENT FROM MHA. MHA IS NOT RESPONSIBLE FOR MAKING, AND WILL NOT MAKE, AN APPOINTMENT WITH ANY HEALTHCARE PROVIDER FOR YOU.**

**2.4 Your Appointment.** If you make and attend an initial appointment with the Participating Healthcare Provider, MHA will pay the Participating Healthcare Provider for the cost of that initial appointment, up to an amount no greater than the amount agreed by the Participating Healthcare Provider and MHA. **MHA WILL NOT PAY FOR ANY MISSED APPOINTMENT AND YOU WILL BE SOLELY RESPONSIBLE FOR ALL AMOUNTS CHARGED BY THE PARTICIPATING HEALTHCARE PROVIDER FOR ANY MISSED APPOINTMENT.** MHA WILL NOT PAY FOR MORE THAN ONE APPOINTMENT FOR YOU, IN THE AGGREGATE. MHA WILL NOT PAY FOR ANY APPOINTMENT WITH ANY HEALTHCARE PROVIDER OTHER THAN THE PARTICIPATING HEALTHCARE PROVIDER.

**2.5 Use of Your Information.** MHA will use your name and other information you provide solely for the purpose of scheduling and paying for your first appointment with a Participating Healthcare Provider through the First Time Therapy Program. If you register for an appointment with a Participating Healthcare Provider through the First Time Therapy Program, MHA will also store your name, the fact that you registered with such Participating Healthcare Provider and whether or not MHA paid for the appointment for such Participating Healthcare Provider, solely for the purpose of ensuring that you utilize the First Time Therapy Program only once.

### 3. Representations and Warranties; Indemnification

**3.1 User Representations and Warranties.** You represent, warrant, and covenant that (a) you are at least 18 years old and (b) you are participating in the First Time Therapy Program in order to obtain treatment from a healthcare provider and not for any improper purpose.

**3.2 Indemnification by You.** 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 (a) any breach by you of these Supplemental Terms, (b) any negligence, intentional misconduct, or violation of law by you in participating in the First Time Therapy Program, or (c) any costs arising from any missed appointment with the Participating Healthcare Provider. 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.

**3.3 Disclaimer of MHA’s Representations.** MHA does not vet, represent, or endorse the quality of any healthcare provider, including the Participating Healthcare Provider or any other healthcare provider identified by MHA to you. You acknowledge that any use of the services of any healthcare provider,

including the Participating Healthcare Provider, is at your sole risk. THE FIRST TIME THERAPY PROGRAM IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY ACKNOWLEDGE THAT USE OF THE FIRST TIME THERAPY PROGRAM IS AT YOUR SOLE RISK.

3.4 **Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF MHA FOR ANY CLAIMS UNDER THESE SUPPLEMENTAL TERMS OR RELATING TO YOUR USE OF THE FIRST TIME THERAPY PROGRAM IS LIMITED TO TEN U.S. DOLLARS (\$10).

#### 4. MISCELLANEOUS

4.1 **Governing Law.** These Supplemental Terms shall be construed and enforced in accordance with Massachusetts law, without reference to any conflict of law principles thereof. Any action to enforce these Supplemental Terms shall be brought in the federal or state courts located in Boston, Massachusetts.

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