

TERMS OF SERVICE FOR SUPPORT NETWORK COMMUNITY
HEART AND STROKE REGISTRY SITE

Last Updated: December 2016

THIS IS NOT INTENDED TO BE MEDICAL SERVICES. IF YOU HAVE A MEDICAL EMERGENCY, GO TO THE EMERGENCY ROOM OF A LOCAL HOSPITAL OR DIAL 911 IMMEDIATELY.

Welcome to AHA Support Network Community/Heart and Stroke Registry Site (“the Site”). The Site is provided by The American Heart Association, a New York non-profit corporation (the “AHA”, “We”, “Us”, or “Our”). This Agreement is between AHA and you (“You” or “Your”).

PLEASE READ THIS ENTIRE DOCUMENT. PRINT FOR YOUR RECORDS. THIS IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND THE AMERICAN HEART ASSOCIATION.

YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE AND LOCATED IN THE UNITED STATES TO ACCEPT THESE TERMS OF SERVICE.

The Site is governed by United States law. **BY USING THE SITE, YOU CONSENT TO YOUR INFORMATION BEING TRANSFERRED TO OUR FACILITIES AND TO THE FACILITIES OF THOSE THIRD PARTIES WITH WHOM WE SHARE YOUR INFORMATION AS DESCRIBED IN THE AHA *Privacy Policy & Standards and the AHA Privacy Statement*.** IF YOU ACCESS OR USE THE SITE OR ANY CONTENT FROM OUTSIDE THE UNITED STATES, YOU ARE SOLELY RESPONSIBLE FOR ALL U.S. AND OTHER EXPORT LICENSES AND GOVERNMENTAL CONSENTS RELATED TO SUCH ACCESS OR USE, AND TO ANY SUBSEQUENT RE-EXPORT OF ANY OR ALL OF THE SITE OR CONTENT. If You are using the Site from outside the United States, please be aware that Your information may be transferred to, stored, and processed in the United States or other countries, depending on the location of the servers of AHA or AHA Suppliers. The data protection and other laws of the United States and other countries might not be as broad as those in Your country. In addition, information that we publish on the internet may contain references or cross references to our products, programs and services that are not announced or available in Your country. Such references do not imply that we intend to announce such products, programs, or services in Your country.

The **Heart & Stroke Registry** (“Registry”) is a new feature of the Support Network. You can choose to participate in the Registry, typically by completing a series of surveys. Depending upon the survey, We may publish learnings, based on the information gathered. The surveys will vary, as will the type of information You might be asked to share. You will always be asked to specifically consent to participating in the survey, and participation is optional. To the extent that a survey consent conflicts with this Agreement, the survey consent will control.

1. **Ownership.**

1.1 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.

1.2 Content and other resources including articles, blogs, body of knowledge, message boards, groups, videos, photo galleries and other materials posted on the Site, as well as ideas, suggestions, opinions, comments, and observations made by other users or provided to AHA, and any text, data, photographs, video, music, sound, chat, messages, files or other material provided to AHA or posted on the Site is not intended to represent the viewpoint of the AHA. AHA does not endorse any commercial product, service, individual, or company that may be mentioned on the Site. You agree that conversations provided by other Users are not to be shared beyond the Site without the express permission of that User. Many of the conversations are private in nature and it is not for another User to decide what may be made public. You agree not to market, solicit, or encourage others to purchase products, services, supplements, or treatments for personal financial gain or for commercial benefit.

1.3 **AHA DOES NOT PROVIDE ANY SERVICES TO OR ON BEHALF OF ANY HEALTH CARE PROVIDERS, OR ANY HEALTH ADVICE OR ASSISTANCE TO YOU, AND DOES NOT CONTROL THE CONTENT OF ANY OTHER USER (each a “User” and collectively, “Users”), and is not a party to any discussions or interactions between or among Users that may be facilitated by the Site.** AHA’s responsibilities are limited to providing access to the Site and providing the Services.

1.4 Any comments, feedback, information, or materials regarding the Site or our products, services or technologies (collectively, “Feedback”) that You submit to Us become AHA’s property. By submitting Your Feedback to Us, You agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis without any compensation or obligation to You. AHA will be free to use Your Feedback on an unrestricted basis. You hereby assign and waive, as set forth in applicable laws, any moral rights that You may have in or to the Feedback.

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.**

3.1 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.

3.2 AHA CANNOT AND DOES NOT CONTROL ANY THIRD PARTY CONTENT (INCLUDING WITHOUT LIMITATION ANY POSTINGS BY USERS OR THIRD PARTIES ON THE SITE), OR THE CONDITION, LEGALITY OR SUITABILITY OF ANY COMMUNICATIONS FACILITATED BY THE SITE. AHA SPECIFICALLY DISCLAIMS, TO THE EXTENT PERMISSIBLE BY LAW, ANY RESPONSIBILITY FOR ANY ACTION OR INACTION BY ANY USER OR OTHER PARTY IMPACTED BY THE SITE. By using the Site, You agree that any legal remedy or liability that You seek to obtain for actions or omissions of other Users, AHA Suppliers, or other third parties will be limited to a claim against the particular User, AHA Supplier, or other third party that caused You harm. YOU AGREE NOT TO ATTEMPT TO IMPOSE LIABILITY ON OR SEEK ANY LEGAL REMEDY FROM AHA WITH RESPECT TO OTHER USER, AHA SUPPLIER, OR THIRD PARTY ACTIONS OR OMISSIONS TO THE EXTENT PERMISSIBLE BY LAW.

3.3 AHA assumes no responsibility for how You use or disclose any health information that may be made available to You through the Site. If You utilize the Site to upload or access health information, You are responsible for ensuring that the computer systems You use have appropriate security controls enabled and that You have accessed the Site through a secure connection. You expressly assume the risk of any unauthorized disclosure or intentional intrusion, or delay, failure, interruption, or corruption of data or other information that You transmit to or receive from the Site. You are solely responsible for providing, maintaining, and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for Your access to and use of the Site.

3.4 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, research, 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. To the extent that a Registry survey consent conflicts with this Agreement, the Registry survey consent will control.

5. **Restrictions on Use.**

5.1 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 the Site (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.

5.2 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.

5.3 We may modify, suspend, deactivate, or close Your account or otherwise stop providing any AHA Sites or application in whole or in part at any time and for any reason. We will not be liable to You or any third party for suspension or termination of any AHA Site, application, or Your account. You will not be able to access any information in Your account once Your access has been suspended or terminated or an AHA Site or AHA App itself has been shut down. **YOU ARE RESPONSIBLE FOR MAKING SURE YOUR CONTENT AND OTHER INFORMATION YOU DESIRE IS PROPERLY BACKED UP SO YOU HAVE ACCESS TO IT IN THE EVENT OF LOSS, CORRUPTION, OR CESSATION OF ANY AHA SITE, AHA APP, OR TERMINATION OR SUSPENSION OF YOUR ACCOUNT.** WE DO NOT EXPORT YOUR CONTENT, YOUR INFORMATION, OR OTHER DATA DURING YOUR USE OF THE SITE, OR PROVIDE YOUR CONTENT, INFORMATION, OR OTHER DATA TO YOU WHEN YOUR ACCOUNT IS CLOSED.

5.4 You may be able to send electronic messages to Users through the Site. YOU CONSENT TO AHA AND OTHER USERS SENDING YOU EMAILS AND MESSAGES

6. **Representations and Warranties.**

6.1 THE SITES, INCLUDING ANY CONTENT OR INFORMATION CONTAINED IN THE SITES AND ANY SITE-RELATED SERVICE, ARE PROVIDED "AS IS," WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. STATEMENTS OUTSIDE THE TERMS INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY,

SUITABILITY FOR USE OR PERFORMANCE, WHETHER MADE BY OUR EMPLOYEES, OTHER USERS, OR OTHERWISE, ARE NOT A WARRANTY OR PROMISE BY US, AND WE HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY SUCH STATEMENTS. WE HAVE NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY OR FAILURE TO STORE ANY COMMUNICATION, INFORMATION OR CONTENT.

NEITHER AHA, NOR ANY OF OUR AFFILIATES, LICENSORS, OR SUPPLIERS WARRANT THAT THE SITE WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR WILL PROVIDE THE RESULTS YOU EXPECT. NEITHER WE, NOR ANY OF OUR AFFILIATES, LICENSORS, OR SUPPLIERS WILL BE RESPONSIBLE FOR (I) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (II) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR CONTENT OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. WE MAY DISCONTINUE ALL OR ANY PART OF THE SITE, AND MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF THE SITE OR THE SERVICES AT ANY TIME AND FROM TIME-TO-TIME.

6.2 YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, SERVICES, AND ANY LINKED WEBSITES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SERVICES, CONTENT, OR INFORMATION, OR LINKED WEBSITES IS TO STOP USING THE SITE, SERVICES, CONTENT, OR INFORMATION OR LINKED WEBSITES.

6.3 YOU AGREE NOT TO ATTEMPT TO IMPOSE LIABILITY ON OR SEEK ANY LEGAL REMEDY FROM AHA WITH RESPECT TO OTHER USER, AHA SUPPLIER, OR THIRD PARTY ACTIONS OR OMISSIONS TO THE EXTENT PERMISSIBLE BY LAW.

6.4 Some jurisdictions do not allow the disclaimer of warranties, so such disclaimers and exclusions may not apply to You. If any of the provisions of this Section are held 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 the Agreement.

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. **Infringement.**

9.1 It is AHA policy to respect the intellectual property of others and to respond quickly to notices of alleged infringement. AHA will terminate the access of all Users who infringe the intellectual property rights of others. Likewise, any apparent infringement of AHA's intellectual property rights by a User will result in the immediate termination of that User's access to the Site.

9.2 If AHA removes or disables access to Your Content or Third Party Content under the Agreement, AHA may, in its discretion, provide You or the applicable Content Contributor with a copy of the third party notification which prompted removal or disabled access to Your Content or Third Party Content. However, AHA reserves the right to withhold access to and/or not replace Your Content or Third Party Content unless ordered to do so by a court or other tribunal of competent jurisdiction.

If You believe someone is using Your copyrighted work without Your permission on the Site, contact us at National Service Center, American Heart Association, 7272 Greenville Avenue, Dallas, Texas 75231. We will respond to claims of copyright infringement reported to our Designated Copyright Agent, identified above, in accordance with the U.S. Digital Millennium Copyright Act of 1998 ("DMCA") or, as applicable, other laws.

9.3 Notices of copyright infringement must include the following required information:

1. Your address, telephone number, and email address;
2. A description of the copyrighted work that You claim has been infringed;
3. A description of where the alleged infringing material is located on the Site;
4. A statement by You that You have a good faith belief that the disputed use is not authorized by You, the copyright owner, its agent, or the law;
5. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and
6. A statement by You, made under penalty of perjury, that the above information is accurate and that You are the copyright owner or authorized to act on behalf of the copyright owner.

10. **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.

11. **Registration.** You might be asked to become a registered user (a "Registered User") of the Site. 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.

12. **Miscellaneous.**

12.1 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.

12.2 This Agreement is governed by the laws of the State of Texas without regard to conflict of laws provisions. Venue for any action will be in Dallas County, Texas. We also agree that You or we may bring suit in court to enjoin infringement or other misuse of AHA intellectual property rights.

12.3 You acknowledge and agree that our rights in the Site, the AHA Content and all AHA trademarks are of a unique value, the loss of which cannot be readily estimated or adequately compensated for in monetary damages. 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.

12.4 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 the Site must be filed by You within one (1) year after such claim or cause of action arose or be forever barred. Your obligations under this paragraph survive termination of this Agreement.

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

14. **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.

15. **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.

16. **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.

17. **Modifications.** AHA reserves the right, at any time and without notice, to add to, change, update, or modify the Site 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.

18. **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.**

19. **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.

20. **Your E-Signature.** USE OF THE SITE AND SERVICES ARE SUBJECT TO YOUR COMPLIANCE WITH THE TERMS SET FORTH IN ALL THE DOCUMENTS INCORPORATED INTO THE AGREEMENT. PLEASE READ THIS INFORMATION CAREFULLY. BY CLICKING “I AGREE” OR OTHERWISE SHOWING YOUR AGREEMENT (Your “E-Signature”), OR BY USING OUR SITE, YOU ARE ENTERING INTO THIS AGREEMENT ELECTRONICALLY, AND YOUR SELECTION CONSTITUTES YOUR LEGAL SIGNATURE, ACCEPTANCE AND AGREEMENT AS IF THIS AGREEMENT WERE ACTUALLY SIGNED BY YOU IN WRITING. You agree that no certification, authority, or other third party verification is necessary to validate Your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of Your E-Signature or any resulting contract between You and AHA.