

American Heart Association®
Check. Change. Control.® Platform Terms of Service
Last Updated: September 13, 2016

GO TO THE EMERGENCY ROOM OF A LOCAL HOSPITAL OR DIAL 911 IMMEDIATELY IN THE EVENT OF AN EMERGENCY.

The Check. Change. Control.® technology described in these Platform Terms of Service is provided by the American Heart Association® (“**AHA**”) to empower users (“**Participants**”) to improve their heart health by understanding and tracking the factors that affect heart health, including blood pressure, physical activity, cholesterol, glucose, weight, and medications. **AHA does not provide any advice or assistance directly to Participants through the Check.Change.Control.® technology, does not control the conduct of any Check. Change. Control.® technology users, and is not a party to any discussions or interactions between or among users that may be facilitated by the Check. Change. Control.® technology.**

PLEASE READ THIS ENTIRE DOCUMENT. PRINT THIS PAGE FOR YOUR RECORDS.

**THIS IS A BINDING LEGAL AGREEMENT BETWEEN
YOU AND THE AMERICAN HEART ASSOCIATION®**

PLEASE READ THESE PLATFORM TERMS OF SERVICE (“Terms**”) CAREFULLY.** If You are asked to click Your agreement to specific terms of Service to access certain functions on any of the AHA Sites or AHA Apps (each a “**Site Agreement**”), the terms in the Site Agreement will govern over any inconsistencies with these Terms, but only for the specific AHA Site or AHA Apps function described in that Site Agreement. **Remember that Your use of the Platform is at all times subject to the AHA [Privacy Policy & Standards and the AHAPrivacy Statement](#).** These Terms, any applicable Site Agreement(s), and AHA [Privacy Policy & Standards and the AHA Privacy Statement](#) are sometimes collectively referred to as the “**Agreement**”.

By accessing and using www.heart.org/ccs, www.checkchangecontrol.org, www.heart.org, and other websites, online services, social media sites, and related documentation and help files provided by AHA and its affiliates (collectively referred to as “AHA**,” “**us**,” “**our**,” or “**we**”), and other websites linking to these Terms (collectively, “**AHA Sites**”), and by using any AHA mobile applications (“**AHA Apps**”) (collectively, the “**Platform**”), YOU (sometimes referred to as “**You**” or “**Your**”) AGREE TO BE BOUND BY THE AGREEMENT, AND YOU REPRESENT AND WARRANT THAT:**

- (A) YOU ARE OVER 18 YEARS OF AGE;**
- (B) YOU HAVE READ AND UNDERSTAND ALL DOCUMENTS INCORPORATED INTO THE AGREEMENT (THAT IS, THESE TERMS, ANY APPLICABLE SITE AGREEMENTS, AND THE AHA [PRIVACY POLICY & STANDARDS AND THE AHAPRIVACY STATEMENT](#));**
- (C) YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF USING THE PLATFORM AND PARTICIPATING IN THE CHECK. CHANGE. CONTROL.® PROGRAM; AND**
- (D) YOU HAVE REVIEWED THE AGREEMENT WITH A LAWYER IF YOU SO CHOOSE, AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THE AGREEMENT.**

We may revise and update the Agreement from time to time without prior notice to You and will post the updated Agreement to the Platform. ANY CHANGES TO THE AGREEMENT WILL APPLY

IMMEDIATELY UPON POSTING TO THE PLATFORM. BY USING OR OTHERWISE ACCESSING THE PLATFORM, UPLOADING OR DOWNLOADING CONTENT OR ANY OTHER INFORMATION TO OR FROM THE PLATFORM, YOU HEREBY AGREE TO, AND SHALL BE SUBJECT TO, **ALL THE DOCUMENTS INCORPORATED INTO THE AGREEMENT** AND ANY CHANGES TO THEM. YOU AGREE TO PERIODICALLY REVIEW **ALL THE DOCUMENTS INCORPORATED INTO THE AGREEMENT** FOR CHANGES.

CHECK. CHANGE. CONTROL.® IS ONLY A TECHNOLOGY PLATFORM

AHA provides the Platform as a free online tool and service (the “**Services**”) to empower Participants to improve their heart health by understanding and tracking the factors that affect heart health, including blood pressure, physical activity, cholesterol, glucose, weight, and medications. Participants may enter their personal and health information into the Platform for their own tracking over time, and for viewing by approved health care providers (“**Providers**”) and volunteer mentors (“**Volunteer Health Mentors**”) as discussed in the Agreement. **AHA DOES NOT PROVIDE ANY SERVICES TO OR ON BEHALF OF ANY HEALTH CARE PROVIDERS, OR ANY HEALTH ADVICE OR ASSISTANCE TO PARTICIPANTS, DOES NOT CONTROL THE CONDUCT OF ANY PARTICIPANTS, PROVIDERS, VOLUNTEER HEALTH MENTORS, OR ANY OTHER PLATFORM USERS** (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 Platform. AHA’s responsibilities are limited to providing access to the Platform and providing the Services under the Agreement.

All personal and health information entered into or viewed on the Platform is stored, managed, and secured by AHA suppliers (the “**AHA Suppliers**”). Consequently, in addition to being subject to the Agreement, use of the Platform is also subject to the Amazon Web Services, Inc. (“**AWS**”) [AWS Privacy Policy](#) and the [ClearDATA Privacy Policy](#). **PLEASE REVIEW THE PRIVACY POLICIES OF AWS AND CLEARDATA CAREFULLY PRIOR TO USING THE PLATFORM.**

AHA does not access nor is it provided any personally identifiable individual or health information. AHA Suppliers provide to AHA only data from the Platform in a non-identifiable manner for AHA use. “**Non-identifiable**” means personal and health information will be copied and used in a manner that will not permit the identification of a specific individual without extraordinary effort. AHA may aggregate the non-identifiable personal and health information of many Users, and may disclose such non-identifiable or aggregated information to other parties, including but not limited to sponsors, researchers and other third party service providers of the AHA. AHA’s use of such information is subject to the AHA [Privacy Policy & Standards and the AHA Privacy Statement](#).

You acknowledge and agree that AHA may collect and use information from Your interaction with the Platform, including computer and connection information, statistics on page views, traffic to and from the Platform, ad data, internet provider address and standard Web log information, subject to the AHA [Privacy Policy & Standards and the AHA Privacy Statement](#). You further acknowledge and agree that the AHA may collect health, demographic and other information You supply during Your use of other AHA programs and products, websites, mobile apps, and services (“**General AHA Services**”), subject to any applicable AHA user agreements and the AHA [Privacy Policy & Standards and the AHA Privacy Statement](#). **The terms applying to information from other General AHA Services are not changed by Your acceptance or non-acceptance of the Agreement to use the Platform.**

AHA CANNOT AND DOES NOT CONTROL ANY THIRD PARTY CONTENT (INCLUDING WITHOUT LIMITATION ANY POSTINGS BY USERS OR THIRD PARTIES ON THE PLATFORM), OR THE CONDITION, LEGALITY OR SUITABILITY OF ANY COMMUNICATIONS FACILITATED BY THE PLATFORM. **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 PLATFORM. By using the Platform, 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.**

AHA assumes no responsibility for how You use or disclose any health information that may be made available to You through the Platform. If You utilize the Platform to upload or access health information, You are responsible for ensuring that the computer systems You use to access the Platform have appropriate security controls enabled and that You have accessed the Platform through a secure connection. You expressly assume the risk of any unauthorized disclosure or intentional intrusion, or of any delay, failure, interruption or corruption of data or other information that You transmit to or receive from the Platform. 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 Platform.

EMERGENCY OR URGENT MATTERS

The Platform should never be used for emergency or urgent matters. If You believe that You need to speak to a health care provider on an urgent basis, the Platform should not be used for such communication and You should contact Your health care provider directly by phone. **FOR ALL MEDICAL EMERGENCIES AND URGENT MATTERS, PLEASE GO TO AN EMERGENCY ROOM OR DIAL 911 IMMEDIATELY.** The Platform is not a substitute for appropriate and timely contact with a health care provider.

NO MEDICAL ADVICE

Information contained on the Platform is informational only. **THE INFORMATION SHOULD NOT BE CONSIDERED COMPLETE, does not cover all diseases, ailments, physical conditions or their treatment, AND SHOULD NOT BE RELIED ON AS A COURSE OF TREATMENT FOR A PARTICULAR INDIVIDUAL. THE PLATFORM SHOULD NOT BE USED IN PLACE OF A VISIT, CALL, CONSULTATION OR THE ADVICE OF A PHYSICIAN OR OTHER QUALIFIED HEALTH CARE PROVIDER. INFORMATION INCLUDED ON THE PLATFORM IS NOT INTENDED, OR TO BE CONSTRUED, AS MEDICAL ADVICE, DIAGNOSIS OR TREATMENT, AND IS NOT A SUBSTITUTE FOR CONSULTATIONS WITH QUALIFIED HEALTH PROFESSIONALS WHO ARE FAMILIAR WITH INDIVIDUAL MEDICAL NEEDS.** You agree that the Services and our provision of any information on the Platform do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment.

AHA does not make any guarantee about the relationship between any Participant and Provider, or any Participant and Volunteer Health Mentor, or guarantee whether any information or Services on the Platform will help Participants or any other Users achieve the results they want. AHA EXPLICITLY DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY HEALTH INFORMATION CREATED BY PARTICIPANTS, VOLUNTEER HEALTH MENTORS, OR PROVIDERS THAT IS MADE AVAILABLE THROUGH THE PLATFORM, AND FOR ANY INFORMATION, ACTIVITIES AND COMMUNICATIONS OF USERS THROUGH OR FACILITATED BY THE PLATFORM.

THE INFORMATION CONTAINED ON THE PLATFORM IS COMPILED FROM A VARIETY OF SOURCES ("**INFORMATION PROVIDERS**"). NEITHER AHA NOR INFORMATION PROVIDERS

DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICES ON THE PLATFORM OR AS PART OF THE SERVICES.

ELECTRONIC MESSAGING

You may be able to send electronic messages to Users through the Platform. **YOU CONSENT TO AHA AND OTHER PLATFORM USERS SENDING YOU EMAILS, IN-APP MESSAGES, AND TEXT MESSAGES TO YOUR MOBILE DEVICE. You can stop text messages at any time by responding to the "opt out" request at the bottom of any emails from AHA, texting STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to the number sending a text message, or by calling the phone number or writing to the address below.** Please include a copy of the email or other communication You received from the AHA in Your correspondence to us. Make sure Your information matches what You provided during registration. We may need to retain Your information in our archives and records in order to comply with law, resolve disputes, troubleshoot problems, assist with any investigations, enforce the Agreement and other policies, and take other actions otherwise permitted by law. AHA will attempt to honor all cancellation or opt-out requests as soon as practicable.

- Call us toll-free at 1-800-242-8721. If Your concern involves the Platform or the Check. Change. Control.[®] program, please remember to indicate that Your concerns should be directed to the attention of the Check. Change. Control.[®] Program Manager, or
- Write to us at National Service Center, American Heart Association, 7272 Greenville Avenue, Dallas, Texas 75231. If Your concern involves the Check. Change. Control.[®] Program, please also include: Attn: Check. Change. Control.[®] Program Manager.

MOBILE DEVICES

Your contract with Your mobile network provider ("**Mobile Provider**") will continue to apply when accessing or using the AHA Apps on Your mobile device ("**Mobile Device**"). **You understand that Your Mobile Provider may charge You fees for Your use of its network while accessing or using the AHA Apps, for data downloading, email, text messages, for roaming, and other Mobile Provider or third party charges, and that YOU ARE SOLELY RESPONSIBLE FOR SUCH FEES AND CHARGES.** You understand that the AHA Apps are provided over the internet and mobile networks, so the quality and availability of the AHA Apps may be affected by factors outside our control. We do not guarantee that the AHA Apps will be compatible or operate with Your Mobile Provider's service plans, with any particular mobile device, or other piece of hardware, software, equipment, or device You install on or use with Your Mobile Device. **We are not responsible if the AHA Apps are unavailable or if You cannot download or access the content on the AHA Apps, for any compatibility or interoperability issues, or for any communication system failure which may result in the AHA Apps being unavailable.** You will not:

1. install, use or permit the AHA Apps to exist on more than one Mobile Device at a time, or on any other Mobile Device or computer, other than by means of separate downloads of the Mobile AHA Apps, each of which is subject to a separate license;
2. distribute or link the AHA Apps to multiple Mobile Devices or other services; or
3. make the AHA Apps available over a network or other environment permitting access or use by multiple Mobile Devices or users at the same time.

AHA may offer functionality in the AHA Apps in which You may store Your log-in credentials on Your Mobile Devices, so that You can be automatically logged in each time You access the AHA Apps. If

someone else obtains access to Your Mobile Device (e.g., through theft), the automatic log-in feature will enable that person to have access to Your Platform account. Therefore, in the event Your Mobile Device is lost or stolen, it is Your responsibility to contact their wireless carrier immediately to prevent the unauthorized use of the AHA Apps and Platform. **YOU ACCEPT RESPONSIBILITY FOR ANY AHA DAMAGES RESULTING FROM SUCH UNAUTHORIZED ACCESS TO THE AHA APPS OR PLATFORM.**

For any AHA Apps accessed through or downloaded from a third party, such as the Apple App Store or other mobile application provider ("**App Store Provider**"), You acknowledge and agree that any terms to which You agree with the App Store Provider are between You and the App Store Provider, and AHA is not a party to any such terms. AHA DISCLAIMS ANY LIABILITY FOR THE ACTIONS OF ANY APP STORE PROVIDER.

OVERVIEW OF CONTENT ON THE PLATFORM

The Platform contains postings, text, images, messages, files, and other information and materials for download and viewing by Users, as made available by AHA and by advertisers, sponsors and other content contributors ("**Content Contributors**"). Portions of the Platform authored by AHA or its authorized agents, contractors, and employees are referred to as "**AHA Content**." Portions of the Platform authored by Users are referred to as "**User Content**." Portions of the Platform authored by other Content Contributors are referred to as "**Third Party Content**." AHA Content, User Content, and Third Party Content are sometimes collectively referred to as "**Content**".

Please be aware that we may allow third parties to post widgets to the Platform to deliver Third Party Content ("**Widgets**"). These Widgets are controlled by Third Party Content providers ("**Widget Providers**"). We do not endorse and are not responsible or liable for any Third Party Content, advertising, products, or other materials on or available through such Widgets. The use of these Widgets is governed by the applicable Widget Providers' separate terms of use and privacy policies.

License to Use Platform; Ownership and Use of Content

The Platform technology, underlying ideas, data, databases, and Content are protected by federal and international copyright and intellectual property laws and are the property of AHA or Content Contributors. No portion of the AHA Content may be reprinted, republished, modified, reproduced, or distributed in any form without the express written permission of AHA. This restriction shall not apply to any health information belonging to a Participant.

The Platform includes numerous trademarks and service marks that are the property of AHA including, without limitation, CHECK. CHANGE. CONTROL.[®], life is why[™], my family is why[™], American Heart Association[®], Learn and Live[®], and the Heart and Torch symbol, and may not be used except with the express, prior written consent of AHA. Other trademarks, service marks and logos used on the Platform are the trademarks, service marks or logos of third parties, and may not be used except with the express, prior written consent of the applicable trademark owner.

AHA hereby grants You a non-exclusive, limited, revocable right to access, view, and use the Platform, and download Content on the Platform, subject to Your compliance with the Agreement. You must keep intact any notices, including trademark and copyright notices, contained on any downloaded Content. With respect to Content, any rights not expressly granted by the Agreement are reserved by AHA and Content Contributors. Downloading, screen capturing or copying Content in any manner for any use other than personally viewing the Content is prohibited by copyright law.

We do not pre-screen or approve Your Content (defined below), User Content, or Third Party Content, and we have no obligation to monitor Your Content, User Content, or Third Party Content. However, we reserve the right to review, modify, monitor, distribute, refuse to post, or delete any of Your Content or any other Content at our sole discretion. We reserve the right at all times and in our sole discretion to disclose any information we believe necessary to satisfy any law, regulation, legal process, or governmental request.

Use and Accuracy of AHA Content

You may view or download AHA Content for Your own personal use. You must keep intact any notices, including copyright notices, contained on any downloaded AHA Content and You must comply with any applicable end user license agreements. With respect to AHA Content, any rights not expressly granted by the Agreement are reserved by AHA.

Although AHA attempts to ensure the accurateness of the AHA Content, it makes no guarantees whatsoever as to correctness or accuracy. It is possible that the AHA Content could include inaccuracies or errors, and that unauthorized additions, deletions and alterations could be made to AHA Content by third parties. In the event that an inaccuracy arises, please inform AHA so that it can be addressed. Information contained on the Platform may be changed or updated without notice.

Use of User Content and Third Party Content

All User Content and Third Party Content on the Platform are the responsibility of their respective owners. AHA is not responsible for User Content and Third Party Content, and the views and opinions expressed in User Content and Third Party Content are not necessarily those of AHA. AHA cannot, and does not, review User Content or Third Party Content before they are made accessible through the Platform. Nevertheless, please be advised that User Content and Third Party Content may be protected by federal and international copyright or other laws, and Your right to reprint, republish, modify, reproduce, or distribute User Content or Third Party Content may be limited accordingly.

Your Feedback

Any comments, feedback, information, or materials regarding the Platform or our products, services or technologies (collectively, “**Feedback**”) that You submit to us shall 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 shall 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.

YOUR USER ACCOUNT

If You are permitted to and choose to create an account on the Platform, You are the only person authorized to access and use Your account. You will not give Your username, password, or any other account information to a third party. You must immediately notify us of any known or suspected unauthorized use of Your account or any known or suspected breach of security including, but not limited to, loss, theft or unauthorized disclosure of Your password. Additionally, You may change Your password at any time. **YOU ARE RESPONSIBLE FOR ALL ACTIVITY ON YOUR ACCOUNT.** Any fraudulent, misleading, abusive or illegal activity may be grounds for termination of Your account at our sole discretion, and we may refer You to appropriate law enforcement agencies.

Your Content

You may be permitted to upload content to the Platform, as long as You comply with the Agreement, applicable laws and regulations, and any AHA and AHA Supplier policies posted on the Platform. Any change or update made to Your account information, and all other postings, text, images, messages, files, data, or other materials You upload, transmit through, or link to the Platform (collectively, “**Your Content**”) are Your sole responsibility. AHA and the Platform merely provide a means for the transmission and dissemination of Your Content. **YOU AGREE THAT YOU WILL EVALUATE AND BEAR ALL RISK RELATED TO THE USE OF OR ANY ACTIVITIES ASSOCIATED WITH ANY OF YOUR CONTENT. THE RESULTS OF ANY ACTIONS YOU TAKE BASED ON YOUR CONTENT OR OTHER CONTENT YOU FIND ON THE PLATFORM ARE SOLELY YOUR RESPONSIBILITY. Under no circumstances will we be liable in any way for Your Content or for any loss or damage of any kind resulting from Your Content.**

By uploading or transmitting Your Content, **You grant to us an irrevocable, non-exclusive, worldwide, royalty-free license, with the right to sublicense, to view, use, copy, print, reproduce, adapt, modify, edit, post, publicly display, publicly perform, stream, broadcast, disclose, license, distribute, transfer, transmit, and otherwise fully exploit Your Content in whole or in part;** provided however, this license will not apply to any identifiable health information that You upload or transmit through the Platform. AHA does not claim any ownership rights in any of Your Content and nothing in the Agreement will be deemed to restrict any rights that You may have to use and exploit any of Your Content.

Your Responsibilities

You understand and agree that Your relationship with AHA is limited to being a User of the Platform, and neither You nor any other User is an employee, agent, contractor, joint venture, or partner of AHA for any reason. Each User of the Platform acts exclusively on his or her own behalf and for their own benefit, and not on behalf of or for the benefit of AHA or any other User.

You agree that when using the Platform, You will not:

1. Delete, hack, or attempt to change or alter any content or notices;
2. Use or introduce into the Platform any device, software, or routine intended to damage, bypass, modify, interfere with, erase, or permit unauthorized access to the Platform, servers, or networks connected to the Platform, crack passwords or security encryption codes, circumvent authentication technology, or take any other action that interferes with any use of the Platform;
3. Use any automatic or manual device or process to harvest or compile information from the Platform for any reason;
4. Copy, modify, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which the Platform is based;
5. Introduce into the Platform any software routine designed to disable a computer program automatically, with the passage of time, or under the positive control of an unauthorized person;
6. Remove or disable any cookies, Widgets, or other tracking mechanisms in the Platform, or otherwise interfere with the collection of data arising from use of the Platform;
7. Use any content made available through the Platform in any manner that misappropriates any trade secret or infringes any intellectual property rights, rights of publicity, or other proprietary right of any party;
8. Collect, store or use personal data about other users, or otherwise attempt to access any other person’s information;
9. Decrypt, transfer, frame, display, or translate any part of the Platform;
10. Upload or transmit any of Your Content that is or encourages unlawful, harmful, threatening,

abusive, harassing, bullying, defamatory, vulgar, obscene, pornographic, profane, indecent, sexually explicit, or hateful actions, or that is invasive of another's privacy, or intended to offend any person based on a person's race, ethnic heritage, national origin, sex, sexual orientation or preference, age, physical or mental illness or disability, marital status, employment status, housing status, or religion;

11. Impersonate any person or entity, including, but not limited to, an AHA employee or representative;
12. "Stalk," harass, or threaten invade the privacy of or harm another user of the Platform, or any other person, or otherwise use the Platform to create a risk of harm, loss, emotional distress, or physical or mental injury to any person or animal;
13. Breach any duty toward or rights of any person or entity (including, without limitation, rights of publicity or privacy), or otherwise take any action resulting in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity;
14. Send, facilitate, or promote illegal games, contests, spam, surveys, unsolicited advertising or promotional materials, pyramid schemes or chain letters;
15. Disseminate malware, spyware, adware, viruses, Trojan horses, trap doors, worms, time bombs, cancelbots, corrupted files or any other similar software, files, or programs that may (i) damage or adversely affect the operation of the software, hardware or systems of AHA or any User, or (ii) interfere with, intercept or expropriate any personal information;
16. Interfere with or override the delivery or display of any advertising;
17. Use the Platform in disregard of (i) any known adverse consequences or (ii) warning message; or
18. Use or access the Platform after termination of these Terms or an applicable Site Agreement.

Deactivation of Your Account

We may modify, suspend or close Your account or otherwise stop providing any AHA Sites or AHA Apps 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, AHA App, 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 PLATFORM, OR PROVIDE YOUR CONTENT, INFORMATION, OR OTHER DATA TO YOU WHEN YOUR ACCOUNT IS CLOSED.**

NO WARRANTY

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 YOUR CONTENT.

NEITHER WE, NOR ANY OF OUR AFFILIATES, LICENSORS, OR SUPPLIERS WARRANT THAT THE PLATFORM 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 PLATFORM, AND MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF THE PLATFORM OR THE SERVICES AT ANY TIME AND FROM TIME-TO-TIME.

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

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.

INDEMNIFICATION AND LIMITATIONS OF LIABILITY

You agree that You release, and agree to indemnify, defend, save and hold harmless AHA, its affiliates, and AHA Suppliers, and its and their officers, directors, employees, contractors, volunteers, sponsors and agents, from all claims arising out of or related to (i) Your access or Your use of, or Your inability to use the Platform, (ii) any personal or health information You upload to the Platform or otherwise provide to other Users or third parties; (iii) Your violation of any applicable laws or regulations; (iv) Your infringement or misappropriation of any intellectual property or other rights of AHA or third parties by You; (v) Your negligence or willful misconduct; or (vi) any statements by You relating to AHA, other Users, or the Platform.

IN NO EVENT WILL AHA OR ITS AFFILIATES, AHA SUPPLIERS, AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, SPONSORS AND AGENTS, BE LIABLE TO YOU, ANYONE CLAIMING BY THROUGH OR UNDER YOU, OR ANYONE ELSE FOR (i) ANY DECISION OR ACTION TAKEN, OR NOT TAKEN, IN RELIANCE UPON THE INFORMATION CONTAINED OR PROVIDED THROUGH THE PLATFORM, (ii) CLAIMS ARISING OUT OF OR RELATED TO THE PLATFORM, (iii) YOUR USE OF THE PLATFORM, (iv) USE OR DISCLOSURE OF PERSONAL OR HEALTH INFORMATION, OR (v) FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, POSSIBLE HEALTH SIDE EFFECTS, LOSS OF REVENUES, PROFITS OR SAVINGS, EVEN IF AHA KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, DEMANDS OR ACTIONS. The foregoing release, indemnity, and limitation of liability shall be as broad and inclusive as is permitted by the state in which You live.

IF WE ARE FOUND TO BE LIABLE DESPITE THE LIMITATIONS ABOVE, IN NO EVENT SHALL AHA BE LIABLE FOR ANY DAMAGES RELATING TO THIS AGREEMENT GREATER THAN ONE THOUSAND U.S. DOLLARS (\$1000), TO THE GREATEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

Some jurisdictions do not allow certain limitations of liability, so the above limitations 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.

INFRINGEMENT

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 Platform.

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 any of the Platform, 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. 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 Platform;
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.

THIRD PARTY TERMS, APPLICATIONS, AND WEBSITES

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NOTICES

Unless otherwise provided under a specific provision of a Site Agreement, all notices, requests, consents, and other communications under the Agreement from You to us must be in writing and shall be deemed delivered (i) 2 business days after being sent to our physical address set forth below by registered or certified mail, return receipt requested, postage prepaid, (ii) 1 business day after being sent to our physical address below via a reputable nationwide overnight courier service guaranteeing next business day delivery, or (iii) immediately if sent to us via electronic mail at the email address below with confirmed receipt.

We may send notifications and other communications relating to the Agreement to the email address associated with Your Platform account at that time. **You will be deemed to have received all notifications and other communications sent to that email address, even if the email address associated with the applicable account is no longer current.** IT IS YOUR RESPONSIBILITY TO KEEP THE EMAIL ADDRESS IN YOUR ACCOUNT UP-TO-DATE, TO MONITOR YOUR EMAIL, AND TO RESPOND IN AN APPROPRIATE MANNER. **Unless You tell us otherwise, or the law requires otherwise, You agree to receive all communications from us by email. You agree that You are able to print the communications for Your records. You agree that all communications that we send to You electronically satisfy any legal requirement that a communication be in writing.** You may choose to get legal notices in paper form through the mail if You tell us You do not want legal notices sent electronically. If You choose paper form, legal notices will be sent to You in paper form by postal mail or as otherwise permitted or required by law. All other communications not required by law to be in paper form will be sent electronically. To tell us not to send legal notices electronically, send the notice in writing and by certified and registered mail to the address below, and include the postal mail address to which You would like us to send paper notices.

RESOLVING DISPUTES

The laws of the State of Texas, without regard to principles of conflict of laws, will govern the Agreement and any dispute of any sort that might arise between You and us. 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. You acknowledge and agree that our rights in the Platform, 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.

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CONTACTING US

If You have any other questions or concerns regarding the Agreement, please contact us at National Service Center, American Heart Association, 7272 Greenville Avenue, Dallas, Texas 75231, 1-800-242-8721, or cctracker@heart.org. Please remember to indicate that Your concerns should be directed to the attention of the Check. Change. Control.® Program Manager.

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