

Terms of Use for Informational Website and Privacy Policy

Welcome to mensdivision.org is an informational website
owned and operated by Men's Division Professional Corporation of _____
11511 FM 1960 #102, Huffman, TX 77336

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME). YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION XII BELOW.

I. INTELLECTUAL PROPERTY

The *Website* and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the *Website Content*) and all intellectual property rights to the same are owned by CSS Concierge Practice PLLC

Men's Division Professional Corporation d.b.a Men's Division ; mensdivision.org our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on the *Website* are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the *Website* or any *Website Content*. Any rights not expressly granted in these Terms of Use are expressly reserved.

II. WEBSITE ACCESS AND USE

A. Access to the *Website* including, without limitation, the *Website Content* is provided for your information and personal, non-commercial use only. When using the *Website*, you agree to comply with all applicable federal, state, and local laws including, without limitation copyright law. Except as expressly permitted in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit *Website Content* for any purpose whatsoever without obtaining prior written consent from us or, in the case of third-party content, its respective owner. In certain instances, we may permit you to download or print *Website Content* or both. In such a case, you may download or print (as applicable) one copy of *Website Content* for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing *Website Content*.

B. Except as expressly permitted in these Terms of Use, you may not:

1. Remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the *Website* or *Website Content*;
2. Circumvent, disable or otherwise interfere with security-related features of the *Website* including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the, use of the *Website* or *Website Content*;
3. Use an automatic device (such as a robot or spider) or manual process to copy or *scrape* the *Website* or *Website Content* for any purpose without the express written permission of **Men's Division Professional Corporation** **Notwithstanding the foregoing, Men's Division Professional Corporation** d/b/a Men's Division; mensdivision.org grants public search engine operators permission to use automatic devices (such as robots or spiders) to copy *Website Content* from the *Website* for the sole purpose of creating (and only to the extent necessary to create) a searchable index of *Website Content* that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;
4. Collect or harvest any personally identifiable information from the *Website* including, without limitation, user names, passwords, email addresses;
5. Solicit other users to join or become members of any commercial online service or other organization without our prior written approval;
6. Attempt to or interfere with the proper working of the *Website* or impair, overburden, or disable the same;
7. Decompile, reverse engineer, or disassemble any portion of any the *Website*;
8. Use network-monitoring software to determine architecture of or extract usage data from the *Website*;
9. Encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's *Membership* without permission, etc.);
10. Violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or
11. Engage in any conduct that restricts or inhibits any other user from using or enjoying the *Website*.

12. You agree to cooperate fully with Men's Division Professional Corporation to investigate any suspected or actual activity that is in breach of these Terms of Use.

III. CONDITIONS FOR LINKING TO WEBSITE

Upon your acceptance of these Terms of Use as evidence by your clicking where indicated below your acceptance of and agreement to these terms, we hereby grant you a non-exclusive, limited license, revocable at our discretion, for you to link to the *Website* home page from any site you own or control that is not commercially competitive with the *Website* and does not criticize or otherwise injure the *Website*, so long as the site where the link resides, and all other locations to which such site links, comply with all applicable laws and do not in any way abuse, defame, stalk, threaten or violate the rights of privacy, publicity, intellectual property or other legal rights of others or, in any way, post, publish, distribute, disseminate or facilitate any inappropriate, infringing, defamatory, profane, indecent, obscene or illegal/unlawful information, topic, name or other material or that violates the spirit of our mission. Such a link is not an endorsement of such other site(s) by us. All of our rights and remedies are expressly reserved.

IV. USER REGISTRATION

A. In order to access or use some features of the *Website*, you will have to become a registered user. If you are under the age of thirteen, then you are not permitted to register as a user or otherwise submit personal information to this *Website*.

B. If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a user name and password (a *Membership*), which may permit you access to certain areas of the *Website* not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your *Membership*. You are solely responsible for the activity that occurs under your *Membership*, whether or not you have authorized the activity. You agree to notify us immediately at contactus@mensdivision.org of any breach of security or unauthorized use of your *Membership*.

V. USER CONTENT

A. We may now or in the future permit users to post, upload, transmit through, or otherwise make available on the *Website* (collectively, *submit*) messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials (*User Content*). Subject to the rights and license you grant herein, you retain all right, title and interest in your *User Content*. We do not guarantee any confidentiality with respect to *User Content* even if it is not published on the *Website*. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your *User Content*, and we do not accept any responsibility for the same.

B. You shall not submit any *User Content* protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other third party right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from *User Content* that you submit.

C. You represent, warrant, and covenant that you will not submit any *User Content* that:

1. Violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property, personal, contractual, proprietary or other third party right of any person or entity;
2. Impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable;
3. Encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;
4. Is an advertisement for goods or services or a solicitation of funds;
5. Includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;
6. Contains a formula, instruction, or advice that could cause harm or injury;
7. Is a chain letter of any kind; or
8. The licensed use by us hereunder would result in us having any obligation or liability to any party.

Any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the *Website* will not be permitted.

D. By submitting *User Content* to us, simultaneously with such posting you automatically grant, or warrant that the owner has expressly granted, to us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully licensable, and transferable right and license to use, record, sell, lease, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, publish and otherwise exploit the *User Content* (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation, (1) in connection with our business; and (2) in connection with the businesses of our successors, parents,

subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such *User Content*. Furthermore, you also grant other users permission to access your *User Content* and to use, record, sell, lease, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, publish and otherwise exploit your *User Content* for personal, non-commercial use as permitted by the functionality of the *Website* and these Terms of Use. The granted rights include the right to configure, host, index, cache, digitize, compress, optimize, modify, edit, adapt, and remove such content and combine same with other materials. Furthermore, we are free to use any ideas, concepts, know-how or techniques contained in any *User Content* you submit without any remuneration or obligation to you.

E. By submitting *User Content*, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your *User Content*.

F. We reserve the right to display advertisements in connection with your *User Content* and to use your *User Content* for advertising and promotional purposes. You acknowledge and agree that your *User Content* may be included on the *Websites* and advertising networks of our distribution partners and third-party service providers (including their downstream users).

G. We have the right, but not the obligation, to monitor *User Content*. Please exercise caution and common sense when viewing *User Content*. We have no obligation to post, maintain or otherwise make use of *User Content* and do not guarantee distribution of *User Content*. We may discontinue operation of the *Website*, or your use of the *Website*, in either case in whole or in part, in our sole discretion. You have no right to maintain or access your *User Content* on the *Website* and we have no obligation to return your *User Content* or otherwise make it available to you.

H. The rights granted by you hereunder may not be terminated, revoked or rescinded and are not subject to reversion. If you become aware that *User Content* you have submitted includes any material for which you lack the unrestricted right to grant us the rights set forth above without obligations or liability to any party, you agree to promptly provide us with detailed written notice thereof to **Men's Division Professional Corporation**, d/b/a Men's Division; mensdivision.org **11511 FM 1960 #102, Huffman, TX 77336**, and _Contactus@mensdivision.org

VI. WEBSITE CONTENT & THIRD PARTY LINKS

A. We provide the *Website* including, without limitation *Website Content* for entertainment, educational and promotional purposes only. You may not rely on any information and opinions expressed on any of our *Website* for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or

usefulness of *Website Content*. Under no circumstances will we be liable for any loss or damage caused by your reliance on any *Website Content*.

B. In some instances, *Website Content* will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the *Website* by anyone other than authorized employees or spokespersons while acting in their official capacities.

C. The *Website* may contain links to other *Websites* maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party *Websites*. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party *Websites* or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their *Website*.

VII. INDEMNIFICATION

You agree to indemnify and hold harmless Men's Division Professional Corporation, and its employees, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the *Website*; (ii) *User Content* provided by you or through use of your *Membership*; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

VIII. DISCLAIMERS

YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. Men's Division Professional Corporation DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; (6) WARRANTIES THAT YOUR USE OF THE *WEBSITE* WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

IX. LIMITATION ON LIABILITY

A. UNDER NO CIRCUMSTANCES SHALL Men's Division Professional Corporation AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF Men's Division Professional Corporation AND ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY Men's Division Professional Corporation DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100.

C. In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

X. TERMINATION

A. We reserve the right in our sole discretion and at any time to terminate or suspend your *Membership* and/or block your access to the *Website* for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that Men's Division Professional Corporation shall not be liable to you or any third party for any termination or suspension of your *Membership* or for blocking your access to the *Website*.

B. If you become a registered user, you may terminate your *Membership* at any time by sending an e-mail to _contactus@mensdivision.org

C. Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your *Membership* or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, and provisions related to choice of law,

XI. CHOICE OF LAW

These Terms of Use shall be construed in accordance with the laws of the State of _____ TEXAS _____ without regard to its conflict of laws rules.

XII. AMENDMENT; ADDITIONAL TERMS

A. We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the *Website* or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or Additional Terms that may govern your use of the *Website* generally, unique parts of the *Website*, or both (*Additional Terms*). Any *Additional Terms* that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any *Additional Terms* conflict with these Terms of Use, the *Additional Terms* will control.

B. Modifications to these Terms of Use or *Additional Terms* will be effective immediately upon notice, either by posting on the *Website* or by notification by email or conventional mail. It is your responsibility to review the Terms of Use and the *Website* from time to time for any changes or *Additional Terms*. Your access and use of any the *Website* following any modification of these Terms of Use or the provision of *Additional Terms* will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any *Additional Terms*, you may terminate your *Membership* as provided in Section X herein or, if you do not have an *Membership*, your only recourse is to immediately discontinue use of the *Website*.

XIII. MISCELLANEOUS

A. Any delay or failure on the part of us to exercise or enforce any rights under these Terms of Use to which we may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. You irrevocably agree that you waive any and all rights to injunctive or other equitable relief. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

B. These Terms of Use (including the Privacy Policy and any *Additional Terms* incorporated by reference) constitute the entire agreement of the parties with respect to

the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

C. You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect.

XIV. PRIVACY STATEMENT

A. When accessing our *Website*, **Men's Division Professional Corporation** will learn certain information about you during your visit. How we will handle information we learn about you depends upon what you do when visiting our site. If you visit our site to read or download information on our pages, we collect and store only the following information about you:

1. The name of the domain from which you access the Internet;
2. The date and time you access our site; and
3. The Internet address of the Web site you used to link directly to our site.

B. If you identify yourself by sending us an e-mail containing personal information, then the information collected will be solely used to respond to your message. The information collected is for statistical purposes. **Men's Division Professional Corporation** uses software programs to create summary statistics, which are used for such purposes as assessing the number of visitors to the different sections of our site, what information is of most and least interest, determining technical design specifications, and identifying system performance or problem areas.

C. For site security purposes and to ensure that this service remains available to all users, **Men's Division Professional Corporation** uses software programs to monitor network traffic to identify unauthorized attempts to upload or change information, or otherwise cause damage. **Men's Division Professional Corporation** will not obtain personally-identifying information about you when you visit our site, unless you choose to provide such information to us, nor will such information be sold or otherwise transferred to unaffiliated third parties without the approval of the user at the time of collection.

D. California Privacy Rights

Residents of the State of California, under certain provisions of the California Civil Code, have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed certain personally identifiable information as defined under California law during the preceding year for third party direct marketing purposes. You are limited to one request per calendar year. In your

request, please attest to the fact that you are a California resident and provide a current California address for our response. You may request the information in writing at:

Men's Division Professional Corporation, d/b/a **Men's Division** mensdivision.org

11511 FM 1960 #102, Huffman, TX 77336 , and contactus@mensdivision.org

E. Third Party Ad Server Networks

The *Website* may use third parties such as network advertisers to serve advertisements on the *Website* and may use traffic measurement services to analyze traffic on the *Website*. Network advertisers are third parties that display advertisements based on your visits to the *Website* and other *Websites* you have visited. Third-party ad serving enables us to target advertisements to you for products and services in which you might be interested. The *Website's* third party ad network providers, the advertisers, the sponsors and/or traffic measurement services may themselves set and access their own cookies on your computer if you choose to have cookies enabled in your browser and track certain behavioral information regarding users of your computer via a Device Identifier. These third party cookies are set to, among other things: (a) help deliver advertisements to you that you might be interested in; (b) prevent you from seeing the same advertisements too many times; and (c) understand the usefulness to you of the advertisements that have been delivered to you. Note that any images (or any other parts of a web page) served by third parties in association with third party cookies may serve as web beacons, which enable third parties to carry out the previously described activities. Third party cookies and web beacons are governed by each third party's specific privacy policy, not this one.

F. Public Forums

We may offer chat rooms, message boards, bulletin boards, or similar public forums where you and other users of our *Website* can communicate. The protections described in this Privacy Policy do not apply when you provide information (including personal information) in connection with your use of these public forums. We may use personally identifiable and non-personal information about you to identify you with a posting in a public forum. Any information you share in a public forum is public information and may be seen or collected by anyone, including third parties that do not adhere to our Privacy Policy. We are not responsible for events arising from the distribution of any information you choose to publicly post or share through our *Website*.

G. Keeping Your Information Secure

We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for the theft, destruction, or inadvertent disclosure of your personally identifiable information. In the unfortunate event that your "personally identifiable information" (as the term or similar terms are defined by any applicable law requiring notice upon a security breach) is compromised, we may notify you by e-mail (at our sole and absolute discretion) to the last e-mail

address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation. From time to time we evaluate new technology for protecting information, and when appropriate, we upgrade our information security systems.

H. Other Sites; Links

Our *Website* may link to or contain links to other third party *Websites* that we do not control or maintain, such as in connection with purchasing products referenced on our *Website* and banner advertisements. We are not responsible for the privacy practices employed by any third party *Website*. We encourage you to note when you leave our *Website* and to read the privacy statements of all third party *Websites* before submitting any personally identifiable information.

I. Contact and Opt-Out Information

You may contact us as at contactus@mediconciergeservice.com **(E-Mail Address of Owner)** if: (a) you have questions or comments about our Privacy Policy; (b) wish to make corrections to any personally identifiable information you have provided; (c) want to opt-out from receiving future commercial correspondence, including emails, from us or our affiliated companies; or (d) wish to withdraw your consent to sharing your personally identifiable information with others. We will respond to your request and, if applicable and appropriate, make the requested change in our active databases as soon as reasonably practicable. Please note that we may not be able to fulfill certain requests while allowing you access to certain benefits and features of our *Website*.

J. Sole Statement

This Privacy Policy as posted on this *Website* is the sole statement of our privacy policy with respect to this *Website*, and no summary, modification, restatement or other version thereof, or other privacy statement or policy, in any form, is valid unless we post a new or revised policy to the *Website*.