

Battle Cancer Program - Terms of Use

BY ACCESSING AND USING THE SERVICE IN ANY MANNER, you acknowledge that you have read, understood, and agree to be bound by this Agreement. If you do not accept this Agreement you are not authorised to use the Services.

1. ELIGIBILITY

You warrant that you are at least 16 years of age, provided that if you are under 18 years of age, your use of the Services (Battle Cancer Program) is subject to requirements of parental consent, in which case your supervising parent or legal guardian is considered the user under this Agreement and is responsible for any and all activity. If you are under age 16, you may not, under any circumstances or for any reason, use the Services. You warrant that you are a minimum of two months clear of any cancer treatment and are signed off by a physician to take part in physical activity. We may, in our sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time.

2. USE OF THE SERVICES

Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or in any way that violates any third party right. The Content may be owned by us or may be provided through an arrangement we have with others, including other users of the Services, or our partners, sponsors, or affiliates. If you violate any part of this Agreement, your permission to access and/or use the Content and Services automatically terminates and you must immediately destroy any copies you have made of the Content. The Services are for personal use only and may not be used in connection with any commercial endeavors except those that are specifically approved by us.

3. USER CONTENT

The Services may include functionality to permit the submission of your Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. User Content includes, without limitation, any user profile information you submit and make publicly available, any information collected by the Battle Cancer Program including, without limitation, statistics and measurements, fitness and recovery scores generated through the use of the Services, and any information submitted by you to “tag” any activities recorded through the Services. You understand that the Battle Cancer Program does not guarantee any confidentiality with respect to User Content that you submit and make available to others. By submitting the User Content to us, you hereby grant us a perpetual, worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to edit, modify, truncate, aggregate, use, reproduce, distribute, display, publish for research and development purposes and otherwise commercially exploit all or any portion of the User Content in connection with our provision of the Services. We do not endorse any User Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with any User Content.

4. NO MEDICAL ADVICE

The Battle Cancer Program provides the Services for you to track your fitness-related information. THE SERVICES DO NOT PROVIDE MEDICAL ADVICE AND ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT. THE SERVICES ARE NOT INTENDED TO TREAT OR PREVENT ANY MEDICAL CONDITION. ALL CONTENT AVAILABLE THROUGH THE SERVICES IS FOR GENERAL INFORMATIONAL PURPOSES ONLY. USE OF THE SERVICES DOES NOT CREATE ANY PHYSICIAN-PATIENT RELATIONSHIP. You should always consult a qualified and licensed medical professional prior to beginning or modifying any diet or exercise program.