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Terms of Use

Terms and Conditions of Use

Last updated: October 20, 2007

PLEASE READ THIS CONTRACT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE LIMITATIONS ON LIABILITY, A DISCLAIMER OF ALL WARRANTIES, AND A REQUIREMENT THAT YOU PAY US FOR VIOLATING CERTAIN TERMS OF THIS CONTRACT.

We reserve the right to change these Terms of Use without notice. If we do this, we will post the revised version of these Terms of use on this page and will indicate at the top of this page the date these Terms of Use were last updated. Your continued use of the Service (defined below) after any such changes are posted constitutes your acceptance of the new Terms of Use. If you do not agree to abide by these or any future Terms of Use, you may not use or access the Service.

1. This Is a Contract Between You and RealSelf, Inc.

This is a contract between you and RealSelf, Inc. We will refer to ourselves in this contract as either "RealSelf," "we" or "our." This contract covers your use of this website (www.realself.com) and the services and information available on this website. We refer to these all as the "Service." By using this website, you agree to these terms and conditions.

2. How and When You May Use the Service.

You may use the Service only to post reviews based on your personal true experiences and to communicate with other community members about questions on personal care, beauty, and wellness. Except to the extent you are otherwise directly authorized by RealSelf, you may use the Service only for personal, non-commercial uses, and may not use the Service to advertise or promote a product, service, procedure, business, doctor, or other person. For example, and without limiting the foregoing, you may not use the Service to post any reviews, questions, answers or other content:

- That praise, recommend, describe positive experiences with, or otherwise promote a product, service or procedure that you or your employer sells, markets, distributes or performs;
- That praise, recommend, describe positive experiences with, or otherwise promote a doctor or other person that is yourself or someone to whom you are related or with whom you work;
- That praise, recommend, describe positive experiences with, or otherwise promote a business you own or by whom you are employed;
- That are false or misleading, including reviews that are fabricated or exaggerate positive results; or
- Praise, recommend, describe positive experiences with, or otherwise promote a doctor or other person, if such postings are repetitive or duplicative with respect to the product, service, procedure, business, doctor, or other person about which they concern (e.g., it is not acceptable to post multiple similar reviews about your experience with a procedure in one or more areas of the website); or
- For, on behalf of, or at the request of another person, if such other person would violate any of the above by posting such content.

If you breach this Agreement and use the Service for advertising, promotion, or other commercial or non-personal uses (including any of the prohibited examples above), you acknowledge that you will have caused substantial harm to RealSelf, but that the amount of such harm would be very difficult to determine. As a reasonable estimation of such harm, you agree to pay RealSelf \$100 for each such prohibited review, question, answer or other content you post or submit on or through the Service.

This will not be construed to prohibit you from posting content as an individual in a response to content posted by another user about your business; provided, that (a) you have provided true and accurate registration information to RealSelf about yourself, (b) you have clearly explained in your response that you are making a statement on behalf of the business (including your affiliation with the business), (c) your response is limited solely to providing factual information and explanations to refute any statements or allegations in the posted content about your business, and (d) your response does not otherwise attempt to promote your business or

serve any commercial purposes, as determined in RealSelf's sole discretion. Additionally, you may not:

- Use the Service in any way or for any purpose that is against the law;
- Use the service in any way or for any purpose that harms or endangers us or our affiliates, resellers, distributors, service providers and/or suppliers (collectively, the "RealSelf Parties"), or any customer of a RealSelf Party;
- Use the service to exploit, solicit or harm minors;
- Post or submit any content that is racist, sexist, inflammatory, defamatory, hateful, harassing, threatening, abusive, profane, obscene, vulgar or sexually explicit, false, misleading, fraudulent, invasive of another's privacy or publicity rights, infringing of another's intellectual property rights, contains any trade secrets or other confidential information, or otherwise offensive or objectionable;
- Promote, encourage or glorify violence, self-harm, suicide, anorexia, bulimia, or any other practice that is unhealthy or harmful;
- Except to the extent you are otherwise directly authorized by RealSelf, provide or purport to provide medical advice, diagnosis, or treatment recommendations;
- Register for multiple accounts or use the account of another person;
- Impersonate or pretend to be any person other than yourself;
- Use the service to attempt to solicit business or direct website visitors to a non-RealSelf site for commercial purposes;
- Post similar or identical postings;
- Post links to sites or files that contain or are viruses, spyware, malware, or other harmful content;
- Attempt to interfere with or disrupt the Service or any person's ability to use the Service; or
- Use the Service for any purposes for which the Service is not intended.

We may tell you about certain specific harmful or additional prohibited uses in community guidelines, a code of conduct or other notice available through the Service. We have, however, no duty to do so. You agree to abide by any community guidelines, codes of conduct or other notices we provide. Without limiting the foregoing, you agree to abide by the . Any use of the Service other than as specifically authorized herein, without the prior written permission of RealSelf, is strictly prohibited.

3. Your Service Account.

You are responsible for all activity under your Service account. You are responsible for keeping confidential any password for your Service account. You must tell us right away about anyone using your account without your consent, or any security breach that relates to the Service. You agree to provide RealSelf accurate, current and complete information about yourself as may be prompted in any registration forms on the Service and promptly update any such information to keep it accurate, current and complete. RealSelf reserves the right to refuse the Service to anyone, including terminating your account and/or preventing you from accessing the Service, with or without cause, at any time and in its sole discretion.

4. Materials You Post or Provide; Communications Monitoring.

You may be able to post or submit reviews, questions, messages, and other materials related to the Service on or through the Service in connection with the Service (collectively, "Submissions"). We do not claim ownership of such Submissions you post or submit. However, by posting or otherwise providing your Submission, you are granting permission to RealSelf to use, copy, distribute, display, and modify your Submission, each in connection with the Service, and to publish your name in connection with your Submission. You also grant RealSelf the permission to grant these rights to other persons. We will not pay you for your Submission. We may refuse or modify your Submissions or remove part or all of your Submissions from the Service at any time. For each Submission, you represent and warrant that you have all rights necessary for you to post or submit the Submission and to grant the permissions in this section. We do not routinely monitor user communications or disclose information about your communications to third parties. However, we may monitor your communications on or through the Service and may disclose information about you, including the contents of such communications, if we deem it necessary to: (1) conform to legal requirements or respond to legal process; (2) ensure your compliance with this contract; or (3) protect the rights, property, or interests of RealSelf, its employees, its customers, or the public.

5. Performance and Usage Information.

We may automatically upload performance and usage data for evaluating the Service and the software associated with the Service. This data will not personally identify you.

6. WE DISCLAIM ALL WARRANTIES.

We provide the Service "as-is," "with all faults" and "as available." The RealSelf Parties disclaim all warranties,

guarantees or conditions. Without limiting the foregoing, to the extent permitted by law, we exclude and disclaim all implied warranties, including those of merchantability, fitness for a particular purpose, workmanlike effort and non-infringement.

7. LIABILITY LIMITATION; YOUR EXCLUSIVE REMEDY.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE REALSELF PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES EVEN IF ANY OF THE REALSELF PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING IN THIS CONTRACT, THE AGGREGATE LIABILITY OF THE REALSELF PARTIES TO YOU IN CONNECTION WITH THE SERVICE (INCLUDING ANY THIRD PARTY CONTENT ON THE SERVICE) AND THIS CONTRACT WILL BE LIMITED TO THE AMOUNT, IF ANY, PAID BY YOU TO REALSELF FOR THE SERVICE.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

8. Changes to the Service; Updates; Cancellation of Service.

We may change the Service or delete features at any time and for any reason. We are not obligated to provide maintenance, technical support or updates to you for the Service, but we may provide these in our discretion. We may cancel or suspend your Service at any time. Our cancellation or suspension may be without cause and/or without notice. You may cancel the Service at any time, with or without cause, upon notice to us as specified in the customer support or "contact us" area for the Service. Upon Service cancellation, your right to use the Service stops right away. Once the Service is cancelled or suspended, any data you have stored on the Service may not be retrieved later.

9. Choice of Law and Location for Resolving Disputes.

You agree that the laws of the State of Washington, without regard to principles of conflict of laws, will govern this contract and any dispute that might arise between you and the RealSelf Parties in connection with the Service. You agree not to commence or prosecute any action in connection therewith other than in the state and federal courts of Washington, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of King County, Washington.

10. Interpreting the Contract

This contract constitutes the entire agreement between you and RealSelf regarding the use of the Service, and supersedes any prior agreements between you and RealSelf relating to your use of the Service. The failure of RealSelf to exercise or enforce any right or provision of this contract or any prior version of this contract shall not constitute a waiver of such right or provision in that or any other instance. If any provision of this contract is held invalid, the remainder of this contract shall continue in full force and effect. If any provision of this contract shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

11. Indemnification.

You agree to indemnify and hold harmless the RealSelf Parties from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorney's fees, arising out of or in connection with any content you post or submit to or through the Service, your use of the Service, your conduct in connection with the Service or with other users of the Service, and any violation of this contract or of any law or the rights of any third party.

12. Claim Must Be Filed Within One Year.

Any claim related to this contract or the Service must be brought within one year. The one-year period begins on the date when the claim first could be filed. If it is not filed, then that claim is permanently barred. This applies to you and your successors. It also applies to us and our successors and assigns.

13. Your Notices to Us.

You may notify us by e-mail or postal mail. Your notices to us must be addressed as stated in the customer support or "feedback" area for the Service.

14. Our Notices to You; Consent Regarding Electronic Information.

This contract is in electronic form. There may be other information regarding the Service that the law requires us to send you. You agree that **we may send you this information in electronic form. You have the right to withdraw this consent, but if you do, we may cancel your ability to use the Service. We may provide required information to you (1) via e-mail at the e-mail address you specified when you signed up for the Service (or subsequently provided when updating your account information), (2) by access to a RealSelf web site that will be designated in an e-mail notice sent to you at the time the information is available, or (3) by access to a RealSelf web site that will be generally designated in advance for this purpose. Notices provided to you via e-mail will be deemed given and received on the transmission date of the e-mail.** As long as you access and use the Service, you will have the necessary software and hardware to receive these notices. If you do not consent to receive any notices electronically, you must stop using the Service.

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