

TERMS AND CONDITIONS OF USE POLICY

By MHD Staff

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Your access and use of this site and its services bind you to this Agreement. If you do not agree to the Terms and Conditions of Use for this site, you may not use the site or its services.

We may modify this Agreement at any time. Any modifications made to this Agreement will be effective immediately upon posting on the site. By accessing or using the BRO website, you agree to be bound by all of the terms and conditions of the Agreement as posted on the BRO website at the time of your access or use. You agree to review the Agreement posted on the BRO website each time you use the BRO website so that you are aware of any modifications made to this Agreement.

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This site and its screening test services are for screening use only. Nothing contained in this site is or should be considered, or used as a substitute for, medical advice, diagnosis or treatment. The services provided on this site are here to assist clinics and social service agencies to screen men for psychosocial risk factors. This site and its services do not constitute the practice of any medical, nursing or other professional health care advice, diagnosis or treatment.

We, and our content providers, cannot and do not guarantee or warrant against errors, omissions, delays, interruptions or losses, including loss of data. Users of this site are responsible for maintaining a means external to BRO website (www.brohealth.org) for the reconstruction of any lost data.

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, this site, or any part thereof, with or without notice.

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Users will not use this site for any purpose in violation of local, state, national or international laws.

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Users will not impersonate another person.

Users will not hold us or the City of Minneapolis liable for damages including (but not limited to) loss of wages, revenue or business because of any services related to or provided by this site. The sole and exclusive remedy for dissatisfaction with the services of this site will be to stop using the BRO website.

Users will indemnify us and the City of Minneapolis, together with any of our respective officers, directors and employees, against any damages, losses, liabilities, judgments, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party relating to use of the BRO website, or any breach or violation of this Agreement or any other term or condition contained on the BRO website.

Users agree to comply with all user responsibilities and obligations as stated in these Terms and Conditions of Use Policy.

Conflict resolution

You agree that this Agreement is entered into between you and us in the State of Minnesota, United States of America, and is performed within the State of Minnesota and governed by and shall be construed in all respects under the laws of the state of Minnesota, exclusive of its choice of law or conflict of laws provisions. In any claim or action by you directly or indirectly arising under this Agreement or related to the BRO website, you and we each irrevocably agree to submit to the exclusive personal jurisdiction of the Minnesota State District Court sitting in Hennepin County, Minn., or if such court does not have subject matter jurisdiction, then you and we each irrevocably agree to submit to the exclusive personal jurisdiction of the United States District Court for the District of Minnesota, and whichever of those two courts has jurisdiction, you and we each waive any jurisdictional, venue or inconvenient forum objections to such court.

If any of the provisions of this Agreement are held to be not enforceable by a court or other tribunal of competent jurisdiction, then such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

This Agreement constitutes the entire agreement between you and us relating to the access and use of the site and any of its services. This Agreement may not be modified, in whole or in part, except as described elsewhere in this Agreement. Anything contained on the BRO website inconsistent with or conflicting with the terms of this Agreement is superseded by the terms of this Agreement.

Termination of services

If you violate these Terms and Conditions of Use, your use of this site will terminate. We may notify you that you have breached the Agreement. We may, in our sole discretion, terminate your access to this site, or any portion thereof, or discontinue providing the site, or any portion thereof. These actions are in

addition to and not in lieu or limitation of any other right or remedy we may have available at law. Further, we shall not be liable to you or any third party for any such termination or discontinuance.

General

We do not guarantee continuous, uninterrupted or secure access to our services, and operation of this site may be interfered with by numerous factors outside of our control.

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Contact Information

If you have any questions about the BRO website, please contact us at bro@minneapolismn.gov.