

# EcoCrunch Terms of Service

Effective Date: 2020 August 24

These Terms of Service ("Terms") describe EcoCrunch's commitments to you, and your rights and responsibilities when using our services. Please read them carefully and reach out to us if you have any questions. These Terms have been adapted from the Terms made generously available by the folks at [Automattic](#) under a [Creative Commons Sharealike](#) license. However, Automattic is not affiliated with EcoCrunch and Automattic's sharing of their Terms does not constitute an endorsement of EcoCrunch, its subsidiaries, and its affiliates, nor these adapted Terms. You can grab a copy of Automattic's Terms and other legal documents on [GitHub](#). You're more than welcome to copy Automattic's and EcoCrunch's Terms, adapt them, and repurpose them for your own use. Just make sure to revise the language so that your Terms reflect your actual practices. Also, if you do use Automattic's Terms, Automattic would appreciate a credit and link to [Automattic](#) somewhere on your website. Such attribution is not required by EcoCrunch.

## Terms of Service

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These Terms govern your access to and use of HumanHerbivores.com (a division of EcoCrunch), as well as all other EcoCrunch content, products, and services available at or through our website(s) and app(s) (collectively, "Services"). Our Services are offered subject to your acceptance, without modification, of all of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, EcoCrunch's [Privacy Policy](#)), and procedures that may be published from time to time by EcoCrunch (collectively, the "Agreement"). You agree that we may automatically upgrade our Services, and the Agreement will apply to any upgrades. Please read the Agreement carefully before accessing or using our Services. By accessing or using any part of our Services, you agree to become bound by the Agreement. If you do not agree to all the terms of the Agreement, then you may not access or use our Services.

## 1. Who's Who

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Throughout these Terms, "you" applies to both individuals and entities that access or use our Services. If you are an individual using our Services on behalf of an entity, you represent and warrant that you have the authority to bind that entity to the Agreement and that by using our Service(s), you are accepting the Agreement on behalf of that entity. We refer to EcoCrunch and HumanHerbivores as "EcoCrunch", "HumanHerbivores", or "we" throughout these Terms.

## 2. Your Account

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Where use of our Services requires an account, you agree to provide us with complete and accurate information when you register for an account and keep the information current. This is important because sometimes we may need to send you notable updates (for example, about changes to our Terms of Service or Privacy Policy), or we may want to let you know about and make informed choices in response to legal inquiries or complaints.

You will be solely responsible and liable for any activity that occurs under your account. You are responsible for keeping your account information up-to-date and for keeping your password secure.

You are responsible for maintaining the security of your account and any other content, and you are fully responsible for all activities that occur under your account and any other actions taken in connection with our Services. You shall not share or misuse your access credentials. You must immediately notify us of any unauthorized uses of your account, or of any other breach of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions.

## 3. Minimum Age Requirements

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Our Services are not directed to children. Access to and use of our Services is only for those over the age of 13 (or 16 in the European Union). If you are younger than this, you may not register for or use our Services. Any person who registers as a user or provides their personal information to our Services represents that they are 13 years of age or older (or 16 years or older in the European Union). Additionally, if you are between the ages of 13–17, inclusive, you may use our Services only with the consent and supervision of a parent or guardian. Any person who registers as a user or provides their personal information to our Services and is between the ages of 13–17, inclusive, represents that they have consent and ongoing supervision of a parent or guardian.

## 4. Responsibility of Visitors and Users

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We have not reviewed, and cannot review, all of the content (such as, but not limited to, recipes, dietary information, text, photo, video, audio, code, computer software, items for sale, or other materials) posted to our Services by users or anyone else ("Content") and are not responsible for any use or effects of such Content. So, for example:

- We do not endorse any Content or represent that Content is accurate, useful, or non-harmful. Content could be offensive, indecent, or objectionable; include technical inaccuracies, typographical mistakes, or other errors; or violate or infringe the privacy, publicity rights, intellectual property rights (see our Copyright Infringement and DMCA Policy section to submit copyright complaints), or other proprietary rights of third parties.

- If you post Content, comment on a website, or otherwise make (or allow any third-party to make) Content available on our Services, you are entirely responsible for the Content, and any harm resulting from that Content or your conduct.
- We disclaim any responsibility for any harm resulting from anyone's use, purchase, or downloading of Content. If you access or use any Content, you are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.

We also have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and web pages that link to, or are linked from, HumanHerbivores.com or our other Services. For example:

- We do not have any control over those websites and are not responsible for their contents or their use.
- The existence of a link to or from one of our Services does not represent or imply that we endorse such website.
- You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content.
- We disclaim any responsibility for any harm resulting from non-EcoCrunch websites and apps.

An EcoCrunch account allows you to access and use some of our Services. You own all content you post to our website(s) and app(s).

**License.** By submitting Content to EcoCrunch, you grant EcoCrunch a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt, and publish the Content.

**Removing Content.** If you delete Content, we will use reasonable efforts to remove it from public view on EcoCrunch websites and apps, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

## 5. Fees

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Access and use of EcoCrunch websites and apps are currently provided entirely free of charge! Our revenue is generated by the ads we place on our website and app.

## 6. General Representation and Warranty

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You represent and warrant that your use of our Services:

- Will be in strict accordance with these Terms;

- Will comply with all applicable laws and regulations (including, without limitation, all applicable laws regarding online conduct and acceptable content, privacy, data protection, the transmission of technical data exported from the United States or the country in which you reside, the use of financial services, notification and consumer protection, unfair competition, and false advertising);
- Will not use the Services for any unlawful purposes, to publish illegal content, or in furtherance of illegal activities;
- Will not infringe or misappropriate the intellectual property rights of any third-party;
- Will not overburden EcoCrunch's systems, as determined by us in our sole discretion;
- Will not disclose sensitive personal information of others;
- Will not be used to send spam or bulk unsolicited messages;
- Will not interfere with, disrupt, or attack any service or network; and
- Will not be used to create, distribute, or enable material that is - or that facilitates or operates in conjunction with - malware, spyware, adware, or other malicious programs or code.

## 7. Copyright Infringement and DMCA Policy

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As we ask others to respect our intellectual property rights, we respect the intellectual property rights of others. If you believe that material located on or associated with an EcoCrunch product or service violates your copyright, please notify us in accordance with [EcoCrunch's Digital Millennium Copyright Act \("DMCA"\) Policy](#). We will respond to all such notices, including as required or appropriate by removing the infringing material or disabling all links to the infringing material. We will terminate a visitor's access to and use of the website(s) and app(s) if, under appropriate circumstances, the visitor is determined to be a repeat infringer of the copyrights or other intellectual property rights of EcoCrunch or others. In the case of such termination, we will have no obligation to provide a refund of any amounts previously paid to us.

## 8. Intellectual Property

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The Agreement does not transfer from EcoCrunch to you any EcoCrunch or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with EcoCrunch. EcoCrunch, HumanHerbivores, HumanHerbivores.com, the HumanHerbivores.com logo, and all other trademarks, service marks, graphics, and logos used in connection with HumanHerbivores.com or our Services, are trademarks or registered trademarks of EcoCrunch or EcoCrunch's licensors. Other trademarks, service marks, graphics, and logos used in connection with our Services may be the trademarks of other third parties. Your use of our Services grants you no right or license to reproduce or otherwise use any EcoCrunch or third-party trademarks.

## 9. Third-Party Services

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In using the Services, you may encounter references (including but not limited to, hyperlinks, quotes, data) to services, products, software, embeds, applications, or other content developed by a third-party ("Third-Party Services"). If you use any Third-Party Services, you understand that:

- Third-Party Services are not vetted, endorsed, nor controlled by EcoCrunch.
- Similarly, reference to a Third-Party Service and inclusion of any Third-Party content does not constitute endorsement of EcoCrunch by the Third-Party Service.
- Any use of a Third-Party Service is at your own risk, and we shall not be responsible or liable to anyone for Third-Party Services.
- Your use is solely between you and the respective third-party ("Third-Party") and will be governed by the Third-Party's terms and policies. It is your responsibility to review the Third-Party's terms and policies before using a Third-Party Service.
- Some Third-Party Services may request or require access to your data, for example, via a pixel or cookie. If you use the Third-Party Service or grant access, your data will be handled in accordance with the Third-Party's privacy policy and practices. We do not have control over how a Third-Party Service may use your data. You should carefully review Third-Party Services' data collection, retention, and use policies and practices before enabling Third-Party Services.
- If you have questions or concerns about how a Third-Party Service operates, or need support, please contact the Third-Party directly.

## 10. Hyperlinks

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You may link to the homepage, as well as subpages (deep links) of our Services. However, it must be clear to users of your services that linking to EcoCrunch Services does not necessarily constitute an endorsement by us of your services.

## 11. Changes

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We are constantly updating our Services and that means sometimes we have to change the legal terms under which our Services are offered. These Terms may only be modified by a written amendment signed by an authorized executive of EcoCrunch, or by the posting by EcoCrunch of a revised version. If we make changes that are material, we will let you know by posting on our website(s) and apps(s), or by sending you an email or other communication before the changes take effect. The notice will designate a reasonable period of time after which the new terms will take effect. If you disagree with our changes, then you should stop using our Services within the designated notice period, or once the changes become effective. Your continued use of our Services will be subject to the new terms. However, any dispute that arose before the changes shall be governed by

the Terms (including the binding individual arbitration clause) that were in place when the dispute arose.

## **12. Termination**

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We may terminate your access to all or any part of our Services at any time, with or without cause, with or without notice, effective immediately. We have the right (though not the obligation) to, in our sole discretion, (i) reclaim your username due to prolonged inactivity, (ii) refuse or remove any content that, in our reasonable opinion, violates any EcoCrunch policy or is in any way harmful or objectionable, (iii) ask you to make some adjustments to your content and account information, or (iv) limit, terminate, or deny access to and use of any of our Services to any individual or entity for any reason. We will have no obligation to provide a refund of any amounts previously paid.

If you do not have an EcoCrunch account and wish to terminate the Agreement, you may simply discontinue using our Services. If you have an EcoCrunch account and wish to terminate the Agreement, you can delete your account and discontinue using our Services. You may delete Your EcoCrunch account by logging into your account and navigating to the appropriate settings page, or by contacting Us. If You choose to permanently delete Your account, the personal information that We have associated with Your account will be deleted, but non-personal information will NOT be deleted. Although non-personal information will not be deleted, it will be stored in the database anonymously from that point on.

All provisions of the Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **13. Disclaimer of Warranties**

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Our Services are provided "as is". EcoCrunch and its suppliers and licensors hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither EcoCrunch, nor its suppliers and licensors, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our Services at your own discretion and risk.

## **14. Dietary Information Disclaimer**

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EcoCrunch does not claim to be an expert on nutrition. The main goal of HumanHerbivores.com is to show the environmental impacts of plant-based and animal-based diets. The health information, links, and other content that we share are for informational purposes only. They have not been approved by the United States Food and Drug Administration nor any other regulating authority. Furthermore, they are not substitutes for professional medical advice, and it is up to you to consult with a healthcare professional about the consequences of your diet choices. EcoCrunch is not liable

for any harm that comes from your use of the content on our Services. We strive to provide accurate and reliable information, however errors do occur, and the conversation about the health of plant-based and animal-based diets is ongoing. We wish you great health, but we reiterate that you are responsible for the risk of your reliance on EcoCrunch content.

## **15. Accuracy and Reliability of Information Disclaimer**

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Our Services rely upon various data. For example, HumanHerbivores relies upon data relating to the environmental impact (e.g. water use, greenhouse gas emissions, land use) of eating agricultural products. While we strive to obtain data that are accurate and reliable, all data will be approximations. Furthermore, EcoCrunch does not guarantee the accuracy and reliability of calculations performed on such data and user input. By using our Services, you absolve EcoCrunch of all responsibility and liability for any inaccuracy and/or unreliability of such data, user input, and calculations.

## **16. Jurisdiction and Applicable Law**

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Except to the extent any applicable law provides otherwise, the Agreement and any access to or use of our Services will be governed by the laws of the state of California, U.S.A., excluding its conflict of law provisions. The proper venue for any disputes arising out of or relating to the Agreement and any access to or use of our Services will be the state and federal courts located in Los Angeles County, California.

## **17. Arbitration Agreement**

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Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Los Angeles, California, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce the Agreement shall be entitled to costs and attorneys' fees.

## **18. Limitation of Liability**

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In no event will EcoCrunch, or its suppliers, partners, or licensors, be liable with respect to any subject matter of the Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute products or services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed \$1 or the fees paid by you to EcoCrunch under the Agreement during the twelve (12) month period prior to the cause of action, whichever is greater. EcoCrunch shall have no

liability for any failure or delay due to matters beyond their reasonable control. The foregoing shall not apply to the extent prohibited by applicable law.

## **19. Indemnification**

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You agree to indemnify and hold harmless EcoCrunch, its contractors, and its licensors, and their respective directors, officers, employees, and agents from and against any and all losses, liabilities, demands, damages, costs, claims, and expenses, including attorneys' fees, arising out of or related to your use of our Services, including but not limited to your violation of the Agreement or any agreement with a provider of third-party services used in connection with the Services, and content that you post.

## **20. US Economic Sanctions**

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You expressly represent and warrant that your use of our Services and/or associated services and products is not contrary to applicable U.S. Sanctions. Such use is prohibited, and we reserve the right to terminate accounts or access of those in the event of a breach of this condition.

## **21. Translation**

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These Terms were originally written in English (US). We may translate these terms into other languages. In the event of a conflict between a translated version of these Terms and the English version, the English version will control.

## **22. Miscellaneous**

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The Agreement constitutes the entire agreement between EcoCrunch and you concerning the subject matter hereof. If any part of the Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. You may assign your rights under the Agreement to any party that consents to, and agrees to be bound by, its terms and conditions; EcoCrunch may assign its rights under the Agreement without condition. The Agreement will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.