

Terms of Service

Effective Date: January 1, 2026 Last Updated: January 26, 2026

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Agreement to Terms

By accessing or using HerpesHearts ("the Platform," "our Service"), you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not use the Platform.

Herpes Hearts Foundation ("we," "us," "our") operates HerpesHearts as a non-profit community platform dedicated to providing a safe, private space for people with shared interests to connect and build meaningful relationships.

1. Eligibility

Age Requirement

You must be at least **18 years of age** to use this Platform. By creating an account, you represent and warrant that you are 18 years or older.

Capacity

You must have the legal capacity to enter into a binding agreement.

Account Authenticity

You agree to:

- Provide accurate information
 - Maintain only one account
 - Not impersonate others
 - Not create accounts for others without permission
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2. Account Registration and Security

OAuth Authentication

- We use OAuth-only authentication (Google, Microsoft, Facebook)
- We do not store passwords
- You are responsible for maintaining the security of your OAuth accounts

Account Responsibility

You are responsible for:

- All activity under your account
- Maintaining accurate profile information
- Promptly notifying us of unauthorized access
- Not sharing your account with others

Account Termination

We reserve the right to suspend or terminate accounts that:

- Violate these Terms
 - Engage in fraudulent activity
 - Harass or abuse other users
 - Post inappropriate content
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3. User Conduct

Acceptable Use

You agree to:

- Treat all members with respect
- Use the Platform for its intended purpose (building meaningful connections)
- Comply with all applicable laws
- Respect others' privacy
- Be honest in your profile and communications

Prohibited Conduct

You may NOT:

- Harass, bully, or threaten other users
- Post sexually explicit, violent, or hateful content
- Solicit money or engage in commercial activities
- Share others' private information without consent
- Use the Platform for illegal activities
- Create fake profiles or accounts
- Use bots, scrapers, or automated systems
- Attempt to gain unauthorized access to the Platform
- Spam or send unsolicited messages
- Discriminate against others based on protected characteristics

Health Information

- Sharing health status information is optional
- You may not pressure others to disclose health information
- You must respect others' privacy regarding health status
- Misrepresenting your health status is grounds for immediate termination

Reporting Violations

If you encounter violations of these Terms, report them immediately to: [Contact Email]

4. Content and Intellectual Property

Your Content

- You retain ownership of content you post (profile, photos, messages)
- By posting content, you grant us a limited license to display it on the Platform
- You represent that you have the right to post the content
- You are responsible for your content

Prohibited Content

You may not post:

- Copyrighted material without permission
- Content that violates others' rights
- Misleading or fraudulent content
- Malicious code or viruses
- Content promoting illegal activities

Platform Content

- All Platform design, code, and features are proprietary
- Copyright © 2026 Herpes Hearts Foundation. All Rights Reserved.
- You may not copy, modify, or reverse engineer our Platform
- Our trademarks and logos may not be used without permission

Content Removal

We reserve the right to remove any content that:

- Violates these Terms
 - Violates applicable laws
 - Is reported by other users
 - We deem inappropriate
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5. Privacy and Data Protection

Your privacy is governed by our **Privacy Policy**, which is incorporated into these Terms by reference.

Key privacy commitments:

- **We will NEVER sell your personal information**
- **We will NEVER share your data with third parties for marketing**
- Your data is used solely to operate the Platform
- You have the right to delete your data at any time

Please review our Privacy Policy for complete details.

6. Platform Service

Free Service

- HerpesHearts is completely **FREE** to use
- We will **NEVER** charge for access, messaging, or features
- We will **NEVER** require credit card information
- There are no "premium" tiers or paid features

Service Availability

- We strive for 99% uptime but do not guarantee uninterrupted service
- We may perform maintenance with advance notice when possible
- We are not liable for service interruptions

Service Changes

We reserve the right to:

- Modify or discontinue features
- Update the Platform
- Change these Terms (with notice)

7. Non-Profit Mission

Our Commitment

- HerpesHearts is operated as a non-profit organization
- We plan to incorporate as a 501(c)(3) non-profit
- The Platform is supported by voluntary donations through Patreon
- All donations support platform operation and improvement

No Commercial Use

- The Platform is not for commercial purposes
- You may not use the Platform to sell products or services
- Business solicitation is prohibited

8. Disclaimers and Limitations

No Warranty

THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Fitness for a particular purpose
- Accuracy of information
- Uninterrupted or error-free service

User Verification

- We do NOT conduct background checks on users
- We do NOT verify identity or health status claims
- You are responsible for your own safety when meeting others
- Exercise caution when sharing personal information

Health Disclaimer

- We are NOT a medical service
- We do NOT provide medical advice
- Consult healthcare professionals for medical questions
- Health information shared is user-provided and not verified

Third-Party Content

- We are not responsible for user-generated content
 - We are not responsible for third-party OAuth providers
 - Links to external websites are not endorsements
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9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

Herpes Hearts Foundation SHALL NOT BE LIABLE FOR:

- Indirect, incidental, special, or consequential damages
- Loss of profits, data, or goodwill
- Service interruptions or errors
- User conduct or content
- Third-party actions
- Any damages exceeding \$100

This limitation applies even if we have been advised of the possibility of such damages.

10. Indemnification

You agree to indemnify and hold harmless Herpes Hearts Foundation, its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including legal fees) arising from:

- Your use of the Platform
 - Your violation of these Terms
 - Your violation of any rights of others
 - Content you post on the Platform
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11. Dispute Resolution

Governing Law

These Terms are governed by the laws of [State/Country], without regard to conflict of law principles.

Arbitration

Any disputes shall be resolved through binding arbitration rather than in court, except:

- Small claims court disputes
- Injunctive relief requests
- Intellectual property disputes

Class Action Waiver

You agree to resolve disputes individually and waive the right to participate in class actions.

12. Termination

Your Rights

You may terminate your account at any time by:

- Using the account deletion feature
- Contacting us at [Contact Email]

Upon deletion:

- Your profile and data will be permanently deleted within 30 days
- Messages will be removed from our system
- Your content will no longer be visible

Our Rights

We may suspend or terminate your account if you:

- Violate these Terms
- Engage in fraudulent activity
- Harass other users
- Post prohibited content
- Are inactive for an extended period

Effect of Termination

Upon termination:

- Your license to use the Platform ends
 - You must cease all use of the Platform
 - Sections of these Terms that should survive termination will remain in effect
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13. General Provisions

Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and Herpes Hearts Foundation.

Severability

If any provision of these Terms is found invalid, the remaining provisions remain in effect.

Waiver

Our failure to enforce any provision does not waive our right to enforce it later.

Assignment

You may not assign these Terms. We may assign them to a successor organization.

Force Majeure

We are not liable for failures due to circumstances beyond our reasonable control.

Notice

We may provide notice via:

- Email to your registered address
- Platform notification
- Posting on the Platform

Updates to Terms

We may update these Terms to:

- Reflect changes in our practices
- Comply with legal requirements
- Improve clarity

We will notify you of material changes:

- By email
- By prominent notice on the Platform
- By updating the "Last Updated" date

Your continued use after changes constitutes acceptance.

14. Safety Guidelines

Meeting in Person

If you choose to meet other members in person:

- Meet in public places
- Tell someone where you're going

- Arrange your own transportation
- Trust your instincts
- Never feel pressured

Reporting Concerns

Report suspicious activity, harassment, or safety concerns immediately to: [Contact Email]

We take all reports seriously and will investigate promptly.

15. Community Values

By using HerpesHearts, you commit to upholding our community values:

- **Respect:** Treat everyone with dignity and respect
 - **Honesty:** Be truthful in your profile and communications
 - **Privacy:** Respect others' privacy and boundaries
 - **Safety:** Prioritize your safety and the safety of others
 - **Inclusivity:** Welcome all members regardless of background
 - **Support:** Support others in their journey to connection
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16. Contact Information

For questions, concerns, or support:

Herpes Hearts Foundation Email: [Contact Email]

For Terms of Service questions: [Contact Email] For Privacy Policy questions: [Contact Email] For technical support: [Contact Email] For abuse reports: [Contact Email]

17. Acknowledgment

BY CREATING AN ACCOUNT AND USING YOUDATE, YOU ACKNOWLEDGE THAT:

1. You have read and understood these Terms
 2. You agree to be bound by these Terms
 3. You have read and understood our Privacy Policy
 4. You are at least 18 years of age
 5. You will use the Platform in accordance with these Terms
 6. You understand this is a non-profit community platform
 7. You understand the Platform is provided free of charge
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Acceptance

By clicking "Sign Up," creating an account, or using the Platform, you accept these Terms of Service.

If you do not accept these Terms, you may not use the Platform.

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