

# Terms and Conditions of Use Puerto Rico Ob & Gyn- PROGyn Web Sites

By accessing or using any of the Puerto Rico Ob & Gyn- (PROGyn), Inc. ("PROGyn") Internet properties including, without limitation, [www.progyn.org](http://www.progyn.org), [www.sunshine.progyn.org](http://www.sunshine.progyn.org), and any others released by PROGyn from time to time (collectively referred to as the "PROGyn Web sites") you agree to comply with and be bound by these Terms and Conditions of Use ("Terms of Use"). Please read these Terms of Use carefully as well as PROGyn's Privacy Statement that is incorporated herein by reference. If you do not agree to these Terms of Use and the Privacy Statement, you must immediately terminate use of the PROGyn Web sites.

## 1. Medical Disclaimer - PROGyn is Not a Health Care Provider

Medical Emergencies: Call 911 if you think you may have a medical emergency. DO NOT USE THIS WEB SITE FOR MEDICAL EMERGENCIES.

All content on this Web site is provided for general informational purposes only and is not intended as a substitute for individualized professional medical advice, diagnosis, or treatment. Never rely on information on this Web site in place of seeking professional medical advice.

2. License Grant. You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the PROGyn Web Sites conditioned on your continued acceptance of, and compliance with, these Terms of Use. You may use the PROGyn Web sites and PROGyn Content (as defined below) for your noncommercial personal use and for no other purpose. PROGyn reserves the right to bar, restrict or suspend any user's access to the PROGyn Web Sites, and/or to terminate this license at any time for any reason. PROGyn reserves any rights not explicitly granted in these Terms of Use.

3. License Restrictions. Unless otherwise expressly stated in these Terms of Use or unless you receive PROGyn's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the PROGyn Web sites, any PROGyn Content (as defined below), or any portion thereof. Further, you are prohibited from violating or attempting to circumvent the security of the PROGyn Web sites, and you may not (i) use the PROGyn Web sites for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the PROGyn Web sites, including PROGyn Content (as defined below); (ii) interfere with the proper working of the PROGyn Web sites including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; (iii) interfere with any other person's use and enjoyment of the PROGyn Web sites; (iv) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (v) attempt to

interfere with service to any user, host or network; (vi) forge any TCP/IP packet header or any part of the header information in any email or posting; (vii) use manual or automated software, devices, scripts, robots or other means or processes to access, “scrape,” “crawl,” or “spider” any PROGyn Content (as defined below) contained on the PROGyn Web sites; or (viii) engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the PROGyn Web Sites.

Violations of system or network security may result in civil or criminal liability.

You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, bots or other computer programming routines or engines that are intended to damage, destroy, disrupt or otherwise impair a computer’s functionality or operation.

4. Your Acceptance; Revisions to Terms of Use. The PROGyn Web sites are available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and PROGyn regarding your use and access to the PROGyn Web Sites. By using the PROGyn Web sites you agree to the Terms of Use.

PROGyn reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the PROGyn Web sites. Your use of the PROGyn Web sites signifies your acceptance of all the terms and conditions contained within the

Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the PROGyn Web sites. No revision to these Terms of Use, including to the Arbitration provision set forth in Section 21, shall apply to a controversy or claim of which PROGyn had actual notice on or before the date of any such revision.

5. PROGyn Policies; Additional Terms and Conditions. PROGyn's Privacy Statement, as well as other additional terms and conditions applicable to certain portions of the PROGyn Web sites (collectively "Additional Terms and Conditions") are incorporated herein by reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.

6. Click-Through Agreements. Before using certain areas of the PROGyn Web sites you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click-Through Agreement will govern.

7. Personal Login Information. Certain features and areas of the PROGyn Web sites are available only with registration or login. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal

Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. PROGyn is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact PROGyn immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.

8. Privacy Policy. For information about PROGyn's data protection practices and PROGyn's use and protection of your personal information, please read PROGyn's Privacy Statement which is incorporated into and made a part of these Terms of Use.

9. User Obligations. You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the PROGyn Web sites and not interfere with the use and enjoyment of the PROGyn Web sites by other users or with PROGyn's operation and management of the PROGyn Web sites. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the PROGyn Web sites, including, without limitation, information required to be provided through an PROGyn Website registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, PROGyn reserves the right to terminate your access and use of the PROGyn Web sites. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the PROGyn Web sites, or defame or otherwise harm any party, including PROGyn, through your use of the PROGyn Web sites. You will

not transmit spam, bulk or unsolicited communications; forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content transmitted through the Web sites; or misrepresent your affiliation with a person or entity.

10. Proprietary Rights. The content of the PROGyn Web sites includes, without limitation, (i) PROGyn's trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "PROGyn Marks"); and (ii) documents, text, information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, images, photographs, audio and video material, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the PROGyn Web sites (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as "PROGyn Content"). PROGyn Content is the property of PROGyn, advertisers, content providers or other third parties and is protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any PROGyn Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from PROGyn or the owner of such content if PROGyn is not the owner. Any use of the PROGyn Marks without PROGyn's express written consent is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in the PROGyn Content, including any such notices appearing on any PROGyn Content you are

permitted to download, transmit, display, print, or reproduce from the PROGyn Web sites.

11. Responsibility for Use of the Internet and PROGyn Web Sites. Use of the Internet and the PROGyn Web sites is solely at your risk and is subject to all applicable local, state, national and international laws and regulations. PROGyn does not guarantee the confidentiality or security of any communication or other material transmitted to or from the PROGyn Web Sites over the Internet or other communication network. PROGyn shall not be obligated to correct or update the PROGyn Web sites or PROGyn Content and PROGyn shall not be liable for omissions, typographical errors, or out-of-date information which may appear on the PROGyn Web sites.

12. Patient Information. State and federal laws, as well as ethical and licensure requirements, impose obligations with respect to patient information and patient confidentiality that limit your ability to receive, disclose, or make use of patient information, including transmitting patient information to others. You warrant that you will comply with all laws that may directly or indirectly govern your retrieval, use, transmission, processing, receipt, reporting, disclosure, or storage of patient information. You are solely responsible for obtaining and maintaining any patient consents, if applicable, and all other consents or permissions required by law or advisable with respect to your retrieval, use, transmission, processing, receipt, reporting, disclosure or storage of patient information. You shall be solely responsible for your retrieval, use or misuse, transmission, processing, receipt, reporting, disclosure or storage of Patient Information.

13. Third Party Information. The PROGyn Web sites may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers or other information made available by third parties such as content providers and other users of the PROGyn Web sites are those of the respective third party and not of PROGyn or its affiliates. PROGyn makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or reliability of such third party materials, information, services or products.

14. Advertisers. The PROGyn Web sites may contain advertisements of third parties. The inclusion of advertisements on the PROGyn Web sites does not imply endorsement of the advertised products or services by PROGyn. PROGyn shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the PROGyn Web sites. Further, PROGyn shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on the PROGyn Web sites. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers.

15. Links to Third Party Web Sites. The PROGyn Web sites may provide links (including any link through an on-line banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over which PROGyn exercises no control. The appearance of any such third party links is not intended to endorse any particular company or product. If you decide to access any of the third party sites linked to from the PROGyn Web sites, you do so entirely at your own risk.



16. Links to PROGyn Web sites and PROGyn Content. Third parties who post links to the PROGyn Web sites and/or PROGyn Content may not use the PROGyn trademark or logo and shall not suggest that PROGyn promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, Web sites, content, or information. Any links to any portion of the PROGyn Web sites shall be the responsibility of the linking party. PROGyn reserves the right to require any linking party to disable or remove any link that violates PROGyn's rights or causes interruption or deterioration of PROGyn Content.

17. WARRANTIES DISCLAIMED. THE PROGyn WEB SITES AND PROGyn CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." NEITHER PROGyn, AFFILIATES, EMPLOYEES, OFFICERS, OR DIRECTORS NOR ANY OF THEIR AGENTS, THEIR REPRESENTATIVES, SUPPLIERS, ADVERTISERS, PROMOTIONAL PARTNERS, OR LICENSORS (COLLECTIVELY "PROGyn PARTIES") PROVIDE ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY THAT (I) THE PROGyn WEB SITES OR PROGyn CONTENT, OR ANY RESULTS THAT MAY BE OBTAINED BY YOU, ARE COMPLETE, ACCURATE, RELIABLE OR NON-INFRINGEMENT; (II) ACCESS TO THE PROGyn WEB SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (III) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE PROGyn WEB SITES WILL MEET YOUR EXPECTATIONS; OR (IV) PROGyn CONTENT WILL REMAIN UNCHANGED OR ACCESSIBLE ON THE PROGyn WEB SITES. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING,

WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

18. LIMITATION OF LIABILITY. THE PROGyn PARTIES SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (I) OUT OF THE USE OF OR INABILITY TO USE THE PROGyn WEB SITES AND/OR ANY PROGyn CONTENT; (II) FROM ANY INTERRUPTION IN THE AVAILABILITY OF THE PROGyn WEB SITES AND/OR PROGyn CONTENT; (III) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (IV) OUT OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY PROBLEMS WITH THE GOODS, CONTENT AND/OR SERVICES PURCHASED OR OBTAINED FROM THE PROGyn WEB SITES, OR TRANSACTIONS ENTERED INTO, THROUGH OR FROM THE PROGyn WEB SITES; (V) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (VI) FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE PROGyn WEB SITES; (VII) FROM ANY DELAY OR FAILURE OF THE PROGyn WEB SITES; (VIII) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, THE PROGyn CONTENT; (IX) OUT OF ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH, THE PROGyn WEB SITES; (X) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR ADVERTISED ON THIRD PARTY WEB SITES; OR (XI) OUT OF ANY OTHER MATTER RELATING TO THE PROGyn WEB SITES OR PROGyn CONTENT.

In the event you are dissatisfied with, or dispute, these Terms of Use, the PROGyn Web sites and/or the PROGyn Content, your sole right and exclusive remedy is to terminate your use of the PROGyn Web sites, even if that right or remedy is deemed to fail of its essential purpose. You confirm that PROGyn has no other obligation, liability or responsibility to you or any party related to you.

19. Indemnification. To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless the PROGyn Parties from and against all claims arising from or in any way related to your use of the PROGyn Web sites and/or PROGyn Content, a violation by you of these Terms of Use, or any other actions connected with your use of the PROGyn Web sites and/or PROGyn Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorney fees. PROGyn will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to the PROGyn Parties other than under this Section.

20. Term and Termination. These Terms of Use will take effect at the time you begin using the PROGyn Web sites. PROGyn reserves the right, with or without notice, at any time and for any reason to deny you access to the PROGyn Web sites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the PROGyn Web sites, but all

applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the PROGyn Web sites, including any PROGyn Content, in your possession.

21. Arbitration; Venue. Any controversy or claim ("Claim") you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Washington, D.C. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator's award shall be final and binding. The courts located in the District of Columbia shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. PROGyn reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.

Neither party consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision's restriction on your right to participate in or pursue a class action or class wide arbitration shall be brought only in the courts located in the District of Columbia.

22. Governing Law. These Terms of Use and all matters regarding your use of the PROGyn Web sites shall be governed by, construed in accordance with, and enforced under the laws of the District of Columbia applicable to contracts made and executed and wholly performed in the District of Columbia, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

23. Waiver and Severability. The failure of PROGyn to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.

24. Complete Agreement. These Terms of Use, together with any revisions, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and PROGyn relating to the PROGyn Web sites and its use by you, and supersedes any previous written or oral communication regarding use of the PROGyn Web sites. The PROGyn Web sites are intended to be consistent with and in furtherance of the policies adopted by the PROGyn Executive Board.

25. Contact Information. If you have any questions or concerns regarding these Terms of Use or the PROGyn Web sites, please visit our "Contact Us" page.

26. Statute of Limitations. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the PROGyn Web sites must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.

27. Use of PROGyn Web sites and PROGyn Content outside of the United States. PROGyn makes no claims regarding access or use of the PROGyn Web sites or the PROGyn Content outside of the United States. If you use or access the PROGyn Web sites or the PROGyn Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

January 2017