

# Terms of Use

BY USING THIS WEBSITE, YOU AGREE TO THESE TERMS of Use ("Terms"). THESE TERMS ARE A LEGAL AGREEMENT. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE.

The websites and services, including automated chat, provided through the website or other electronic means (collectively, the "Site") are provided by Complete Women's Care of Waco ("We," "Us" or "Our"). You ("You" or "Your") have a limited right to access and use the Site for Your noncommercial, personal use and information only, as long as You agree to and comply with these Terms of Use. By using the Site, You agree to the Terms of Use.

IF YOU ARE NOT ABLE OR WILLING TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THE SITE.

## A. TERMS OF USE

### 1. Intended Use

The Site is intended for general informational use. THE SITE IS NOT INTENDED FOR USE IN AN EMERGENCY. The Site is not intended to provide medical advice. IF YOU ARE EXPERIENCING A MEDICAL EMERGENCY, CALL 911 OR GO TO THE NEAREST EMERGENCY ROOM.

### 2. Who May Use the Site

You can only use this Site if You are at least 18 years old. If You are between 13 years and 18 years old, you can use this Site with the permission and assistance of a parent or guardian. We do not intentionally collect any information from children under 13 years of age, unless the child's parent gives consent. If We do not believe that You meet the criteria for using the Site, or if We believe You have not or cannot agree to the Terms of Use and Privacy Policy, We may terminate Your Account (as defined below) or ability to access the Site, in Our sole discretion. If You do not qualify as an individual who may use the Site, We do not have any obligations to You under the Terms of Use or Privacy Policy.

### 3. Changes

We may change the Terms of Use or the Privacy Policy. If We change the Terms of Use or Privacy Policy, We may not give advance notice, but We will post the new Terms of Use or Privacy Policy on the Site. If You have given Us Your email address, We might email You to tell You We have changed the Terms of Use or Privacy Policy, but We are not required to do so. You should check the Terms of Use and Privacy Policy frequently for any changes. Once the Terms of Use or Privacy Policy are changed, Your continued access or use of the Site means that You have agreed to the changes.

We may change the way the Site looks, or the information or features on the Site, at any time. We may also change or remove content on the Site at any time.

### 4. User Conduct – General

In using this Site, You agree:

- a. not to behave in a way that interferes with the ability of others to safely enjoy the Site. This includes avoiding behavior that risks the security of the Site or any services or resources, such as servers or networks that are connected to or accessible through the Site. Some examples of behavior that is not permitted are:
  - i. transmitting any viruses or other harmful, disruptive or destructive files on or through the Site;
  - ii. using another person's Account, service or system without authorization from Us, or sharing Your Account Information with someone else;
  - iii. transmitting spam, chain letters, junk mail or any other type of unsolicited mass email through the Site;

- iv. "hacking" or trying to obtain unauthorized access to the Site; and
- v. using the Site for illegal or harmful purposes.
- b. You are solely responsible for any actions and communications that occur using Your Account. You must comply with all applicable laws when using the Site.

#### 5. Access Levels and Limitations

While this site does not require a visitor to log in, it does link to other sites that may require a login. These Sites may contain different features, some of which may require You to create a registered account ("Account") in order to gain access. Creation of an Account may require that You submit to Us certain personal information, including Your choice of a username and password ("Account Information"). Unless a feature or the Account-creation process explicitly states otherwise, You must be at least eighteen (18) years of age to create an Account.

Third party sites may require verification of Your identity through multiple devices or impose additional security procedures for Accounts. These sites impose these requirements for Your safety. However, We are not responsible if Your Account is improperly accessed because of a third party's actions. If You believe that the confidentiality of Your Account Information has been compromised, You should immediately create a new password. If You believe Your Account has been inappropriately accessed, You should contact the administrator of the third party website.

We may impose limits on certain features and services or restrict Your access to parts or all of the Site. We do not have to give You any advance notice of these limits, and We are not liable to You if We impose limits or restrictions. We may terminate Your use of the Site, or any part of the Site, without notice or liability to You.

If You are in a jurisdiction that either restricts You from accessing this Site or does not give effect to all provisions of these Terms of Use, then You may not access or use this Site. We make no representation that the Site is appropriate or available for use in any jurisdiction, including outside the United States.

#### 6. Online Communications and Interactive Areas

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars and/or other message or communication facilities designed to allow You to communicate with Us and other Site users (collectively, "Communication Services").

You agree to use the Communication Services only to post, send and receive messages and materials that are proper and related to the particular Communication Service. When using a Communication Service, You agree that You will comply with the User Conduct requirements in Section 4 of the Terms and Conditions. You also agree:

- a. not to be mean to others. This means You won't defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- b. not to post mean or hurtful items or material. This means that You won't publish, post, upload, distribute or disseminate any inappropriate, threatening, harassing, libelous, tortious, profane, defamatory, pornographic, abusive, offensive, infringing, obscene, indecent or unlawful topic, name, material or information, including without limitation, content that evidences bigotry, racism, sexism or hatred, or that promotes illegal activities;
- c. not to violate the legal rights of others. This means You won't upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity), unless You own or control the rights thereto or have received all necessary consents. This also means that You won't copy or download files posted by other users, or claim to be the author of something created by someone else.
- d. not to advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages;
- e. not to conduct or forward surveys, contests, pyramid schemes or chain letters;
- f. not to violate any code of conduct or other guidelines that may be applicable for any particular Communication Service;
- g. not to harvest or otherwise collect information about others, including e-mail addresses, without their consent;
- h. not to violate any applicable laws or regulations;
- i. not to discuss or refer to any particular patient, any particular patient's medical condition or any other information that could identify a particular patient;
- j. to use caution when giving out personally identifying information about Yourself, Your children or any other person; and

k. to comply with any other rules that are posted about the usage, reproduction and/or dissemination of materials obtained through a Communication Service.

The Communication Services are an open forum, where users share their thoughts. We do not control or endorse the content, messages or information found in any Communication Service. This means that You must carefully consider whether information on the Communication Services is reliable and trustworthy. This also means that We are not responsible for the information posted, or for the results of any action You or someone else might take based on participation in the Communication Services. You agree to hold Us, Our affiliates and Our respective officers and employees, and those persons with whom We have contracted for purposes of hosting or maintaining this Site, harmless from all claims based upon communications made or materials posted by others or the use by third parties of this Site.

We reserve the right to monitor the Communication Services and edit or remove any materials We deem objectionable. However, We are not required to monitor and remove content, and the fact that We have not done so does not mean that We approve of or agree with that content. We may also remove the Communication Services, or Your access to the Communication Services, at any time without notice, without needing any reason.

#### 7. SMS Texting Services

This SMS Texting Services provision is applicable when You have subscribed and expressly consented to receive text messages from Us. By subscribing and providing such consent, You have granted Us express permission to send automated text messages to the enrolled mobile phone number(s) through Your wireless phone carrier unless and until such permission is revoked in accordance with these Terms and Conditions.

When You opt-in to SMS Texting Services, We will send You a text message to confirm Your signup.

We offer SMS Texting Services to provide information or resources on topics including, but not limited to the following:

- a. Operational alerts/reminders such as billing/payment, claims, coverage, digital tools and communication materials, health and wellness tips and education, and medication reminders
- b. Health-related information provided is not meant to replace professional medical advice and does not establish a patient-provider relationship

Text messages will vary in frequency, by texting program. As part of enrollment in an SMS Texting Service, You may send the text message "HELP" to Us for assistance. Additionally, You may opt-out of an SMS Texting Service by replying "STOP" from Your mobile phone. After You send the text message "STOP" to Us, We will send You a text message to confirm that You have been unsubscribed. After this, You will no longer receive text messages from Us. If You want to join again, You must enroll as You did the first time and We will start sending text messages to You again. Text messages will be sent using an automatic dialing system to the mobile phone number provided to Us.

Operational information provided is valid only at the time the text message is sent and may change at a later time.

Age restrictions apply to SMS Texting Services. To participate, You must be 18 years of age or older and own and control the mobile phone number provided to Us. Individuals between the ages of 14 and 18 must have parental consent. Individuals between 14 and 18 years of age who do not have parental consent, or individuals under 14 years of age, must unsubscribe from the SMS Texting Services.

You must immediately notify Us if Your mobile phone number changes. We are not liable for any communication or transmission of information via text message which occurs as a result of a change to a mobile phone number that is not reported. Using password-protected mobile devices and enabling encryption, if available, is recommended.

Depending on the SMS Texting Service that You have enrolled in, You may receive marketing messages. We are committed to building Your trust and confidence by promoting and complying with the use of business practices that help protect the privacy and the security of You and Your data.

If You are dissatisfied with the SMS Texting Services or with these Terms and Conditions, Your sole and exclusive remedy is to discontinue enrollment in the SMS Texting Services.

We do not guarantee the successful delivery of text messages. Messages sent via text may not be delivered if the mobile phone number is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of wireless carriers may interfere with message delivery, including Your equipment, the terrain, and proximity to buildings, foliage, and weather. We will not be liable for losses or damages arising from (a) non-delivery, delayed delivery, or misdirected delivery of a text message; (b) inaccurate or incomplete content in a text message; or (c) use or reliance on the contents of any text message for any purposes.

Content may not be available via all carriers. Participating carriers may include, but are not limited to: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile, Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viera Wireless, and West Central (WCC or 5 Star Wireless). \*\*\*Carriers are not liable for delayed or undelivered messages\*\*\*

Message and data rates may apply for any messages sent to You from Us and to Us from You. If You have any questions about Your text plan or data plan, it is best to contact Your wireless provider. If You have any questions regarding privacy, please read our Privacy Policy.

#### 8. Privacy

We collect certain information about You when You visit the Site. We explain what We collect and how We use it in the Privacy Policy. We encourage You to read the Privacy Policy. By using the Site, You acknowledge and agree that We may use the data collected as described in Our Privacy Policy, and that compliance with the Privacy Policy is a necessary component of the agreement set forth in these Terms of Use. We also may disclose any information about You if necessary to comply with law, regulation, legal process or governmental request.

#### 9. Information Disclaimer

The information on the Site is available to You solely for general information purposes. INFORMATION ON THE SITE IS NOT INTENDED TO DIAGNOSE OR TREAT ANY ILLNESS. While We attempt to keep the information as accurate as possible, You should independently verify all information on the Site for accuracy and usefulness for Your particular needs. We disclaim any implied warranty or representation about the information's accuracy or completeness or appropriateness for a particular purpose. You assume full responsibility for using the information on the Site. You understand and agree that We are neither responsible nor liable for any claim, loss or damage resulting from its use. You should talk to Your healthcare provider about how information on the Site applies to Your health conditions.

The mention of specific products or services at the Sites is not a recommendation or endorsement by Us. The views and opinions expressed in content, articles or comments on the Sites by users and/or Our staff are those of the speakers or authors and do not necessarily reflect Our views and opinions.

#### 10. Third Party Content and Links

The Site may contain information provided by third parties, such as advertisements or postings in Communication Services. The Site may also contain hyperlinks that take You outside of the Site or link to external articles and videos and other linked sites (collectively, "Linked Sites").

Linked Sites are not under Our control. We are not responsible in any way for the Linked Sites. Your use of such Linked Sites and Your associated rights and obligations are governed by the separate terms of use and privacy policies, if any, of those Linked Sites.

We provide third party content and hyperlinks to Linked Sites to You only as a convenience. We are not endorsing or recommending the third party content, the Linked Sites, the quality or accuracy of the content, or any products and services offered by the third parties, and no association with any third parties should be assumed. You agree that We have made no representations or warranties regarding such third party content and Linked Sites, and further agree that neither We nor Our affiliates shall have any liability to You whatsoever for or relating to any third party material, data, information and/or Linked Sites. Your use of third party content and Linked Sites is at Your own risk.

## 11. Intellectual Property Rights

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- c. Your Submissions. We do not claim ownership of any materials and other information, such as feedback, suggestions and ideas for new or improved products or services, that You provide to Us or post or upload to the Site ("Submissions"). However, by providing or submitting a Submission, You grant rights to use, display and modify the Submission. These rights include a grant to Us, Our affiliated companies and sublicensees of an irrevocable, non-exclusive, worldwide, royalty-free, perpetual license (including without limitation a copyright license), with the right to sublicense, reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform the Submission and publish Your name in connection with Your Submission. You agree that You will not receive any compensation or payment, and You shall have no recourse against Us for any alleged or actual infringement or misappropriation of any proprietary right in Your communication to Us. We are not required to post or use any Submission, and We may remove any Submission at any time in Our sole discretion. By providing or submitting a Submission You warrant and represent that You own or otherwise control all of the rights to the Submission.
- d. Software. Any software, including any files, images generated by the software, code, and data accompanying the software (collectively, "Software"), used or accessible through this Site may be used by You solely to access and use this Site for the purposes expressly stated on the Site. You cannot use the Software or the Site to compete with Us. We or Our licensors own all intellectual property rights in the Software. You may not copy, distribute, sell, modify, decompile, reverse engineer, disassemble or create derivative works from any Software.
- e. Any rights not expressly granted herein are reserved.

## 12. Digital Millennium Copyright Act Compliance

We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512).

## 13. Limited Warranty and Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, FEATURES AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE PROVIDED FOR GENERAL EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY AND MAY BE INACCURATE OR INCLUDE TYPOGRAPHICAL ERRORS. CHANGES MAY BE MADE TO THE SITE AND THE INFORMATION HEREIN AT ANY TIME. ADVICE RECEIVED VIA THE SITE SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS; YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. DO NOT REFER TO THIS SITE IN AN EMERGENCY AS THIS SITE WILL NOT DISPATCH AN AMBULANCE OR OTHER EMERGENCY HELP. IN AN EMERGENCY, CALL 911 OR THE APPROPRIATE EMERGENCY NUMBER.

NEITHER WE NOR OUR SUPPLIERS MAKE ANY REPRESENTATIONS ABOUT THE INTEGRITY, SUITABILITY, RELIABILITY,

AVAILABILITY, TIMELINESS, COMPLETENESS AND/OR ACCURACY OF THE SITE AND THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE, THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE IS FREE OF VIRUSES OR BUGS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE AND OUR SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE SITE AND THE RELATED INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY OF INFORMATION. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY US OR OUR AFFILIATES WILL CREATE A WARRANTY.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, SITE-RELATED SERVICES AND ANY LINKED SITES. BY USING THE SITE, YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

#### 14. Limitation and Disclaimer of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE AND/OR OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS OR CONTRIBUTORS TO THE SITE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR DIRECT DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF USE OR DATA OR OTHER PECUNIARY LOSS), UNDER ANY THEORY OF LIABILITY (INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, PATENT, COPYRIGHT INFRINGEMENT OR OTHERWISE), ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, ANY CONTENT CONTAINED ON THE SITE, OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, ARISING AS A RESULT OF OUR PROVISION OR FAILURE TO PROVIDE INFORMATION VIA THE SITE EVEN IN THE EVENT THAT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT DAMAGES CANNOT BE WAIVED, DAMAGES ARE HEREBY LIMITED TO \$10.00 USD IN THE AGGREGATE.

ALL CLAIMS MUST BE BROUGHT WITHIN SIX (6) MONTHS OF THE DATE OF THE FIRST EVENT GIVING RISE TO A CLAIM OR THEY WILL BE DEEMED FOREVER WAIVED.

YOU AND WE ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

#### 15. Indemnification

You agree to defend, indemnify and hold harmless Us, Our affiliates, licensors and service providers, and Our and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to Your violation of these Terms of Use or Your use of the Site, including, but not limited to, Your Submissions, any use of the Site's content, services and products other than as expressly authorized in these Terms of Use and/or Your use of any information obtained from the Site.

#### 16. Applicable Law and Jurisdiction for Disputes

These Terms of Use are governed by the laws of the State of Missouri and the federal laws of the United States of America without respect to conflict of laws principles. All proceedings relating to or arising out of the subject matter hereof shall be maintained exclusively in the state courts situated in St. Louis County, Missouri or federal courts in the Eastern District of Missouri, and You hereby consent to personal jurisdiction and venue therein and hereby waive any

right to object to personal jurisdiction or venue therein. EXCEPT WHERE PROHIBITED BY LAW, YOU EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS OR THE SITE.

17. Miscellaneous

- a. These Terms of Use constitute the entire agreement between You and Us governing Your use of the Site and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Us with respect to the Site. A printed version of these Terms of Use and of any Notice given in electronic form shall be admissible in judicial or administrative proceedings to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
- b. Our failure to insist on or enforce strict performance of these Terms of Use will not be construed as a waiver by Us of any provision or any right We have to enforce these Terms of Use, nor will any course of conduct between Us and You or any other party be deemed to modify any provision of these Terms of Use.
- c. The provisions of these Terms of Use are severable. The invalidity, in whole or in part, of any provision of these Terms of Use will not affect the validity or enforceability of any other of its provisions. If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be invalid, void or unenforceable, such provisions will be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use will remain in full force and effect.