

PRIVACY POLICY

(Date Last Modified: September 20, 2008)

At Reproductive Wellness, we respect and value your privacy. This privacy statement describes and applies to the information we collect from you when you visit Reproductive Wellness's website (the "Website"), how we use that information, and under what circumstances we disclose it. It will also give you more information about how to manage the personal information that you provide to us through this site. This statement applies only to information you provide to us online while visiting or using our Website. It does not apply to information we have obtained or may obtain offline through other traditional means.

Reproductive Wellness also maintains a separate Notice of Privacy Practices, as required by law, that applies to protected health information that it collects from individuals. You may view that statement on the following page: [HIPAA POLICY](#).

1. THE INFORMATION WE COLLECT

When you use our website, we receive and collect certain information. The information that we receive and collect depends on what you do when you visit this Website.

AUTOMATICALLY COLLECTED INFORMATION

Some information is automatically received and sometimes collected from you when you visit the Website. This information may include some or all of the following items: the name of the domain and host from which you access the Internet, including the Internet protocol (IP) address of the computer you are using and the IP address of your Internet Service Provider; the type and version of Internet browser software you use and your operating system; the date and time you access our site, the length of your stay and the specific pages, images, video or forms that you access while visiting the site; the Internet address of the website from which you linked directly to our website, and if applicable, the search engine that referred you and any search strings or phrases that you entered into the search engine to find this site; and demographic information concerning the country of origin of your computer and the language(s) used by it.

We use this information to monitor the usage of our website, assess its performance, ensure technological compatibility with your computer, and understand the relative importance of the information provided on our website. We may also use this data to conduct statistical analyses on visitors' usage patterns and other aggregated data.

INFORMATION COLLECTED VIA COOKIES

"Cookies" are small files or records that are placed on your computer's hard drive to distinguish you from other visitors to the website. The use of cookies is a standard practice among websites to collect or track information about your activities while using the website. A cookie may enable the website holder to track how a visitor navigates through its website and the areas in which they show interest. This is similar to a traffic report: it tracks trends and behaviors, but does not identify individuals. Information gathered may include date and time of visits, pages viewed, time spent at the site, and the website visited just before and just after the Website.

Cookies can be set to expire: (1) on a specified date; (2) after a specific period of time; (3) when a transaction has been completed; or (4) when a user turns off his/her Internet browser. A cookie that is erased from memory when a visitor's Internet browser closes is called a "session" cookie. Cookies that expire based on a time set by the Web server are called "persistent" cookies.

The Website uses "session cookies", which disappear from your computer after you have closed your Internet browser. Most people do not know that cookies are being placed on their computers when they visit the Website or most websites because browsers are typically set to accept cookies. You can choose to have your browser warn you every time a cookie is being sent to you or you can turn off cookie placements. If you refuse cookies, you can still browse the Website.

INFORMATION COLLECTED USING PIXEL TAGS OR CLEAR GIFS

Pixel Tags or Clear GIFs, also known as Web Beacons or Web Bugs, are transparent graphical images placed on a website. The Website does not currently use these items on its website.

INFORMATION YOU ACTIVELY SUBMIT

For most of the browsing on our website, we neither require nor collect "User Information." User Information is information that could personally identify you, for example, your name, e-mail address, billing address, shipping address(es), telephone/fax number(s), credit card information, photographs, questions, and any other information you choose to submit. You can browse the Website and take as much time as you want to review our services without having to submit such User Information.

In the following instance, however, we do need you to actively submit User Information – when you want to contact Reproductive Wellness via electronic means or website submission. It is possible that you may also submit personal information when you use the search functions on the Website. Furthermore, we collect any User Information you submit via various web pages including, but not limited to Community (including blogs) and Reproductive Wellness web pages, online employment websites, forms, resume/job application submission, to purchase products or services, and any question submission web pages.

E-mail or other forms of electronic communication, including website submission, are not secure and/or confidential means of communication. While Reproductive Wellness attempts to prevent unauthorized access to your User Information, or other information you submit, such access may occur.

We do not require you to provide any personal medical information about yourself to us online, and we ask that you do not share personal medical information that you wish to keep confidential. Information you provide is not protected under confidentiality laws that protect physician-patient communications. Please carefully select what you choose to disclose. Personal medical information that Reproductive Wellness receives in any manner is subject to separate privacy practices. Our statement regarding the treatment of such information can be read on the following page: [HIPAA POLICY](#).

PERSONAL INFORMATION ABOUT CHILDREN

The Website is targeted primarily for use by adults. We do not currently market to or create special areas for use by children. Accordingly, we do not knowingly collect age identifying information, except on job applications or intake forms, nor do we knowingly collect any personal information from children under the age of 13 years. However, we hereby advise all visitors to our site under the age of 13 not to disclose or provide any personally identifiable information on our website. In the event that we discover that a child under the age of 13 has provided personally identifiable information to us, in accordance with the Children's Online Privacy Protect Act (see the Federal Trade Commission's website at www.ftc.gov/kidzprivacy for more information about this Act), we will delete the child's personally identifiable information from our files to the extent technologically possible.

When you send an e-mail to us, you are communicating with us electronically and consent to receive communication from us electronically. We may retain the content of the e-mail, your e-mail address, and our response in order to service your needs. We may use the data that you provide to send you e-mail and for other business purposes.

If you no longer wish to receive marketing e-mail from Reproductive Wellness or the Website, you may unsubscribe by doing any one of the following actions:

1. Send an e-mail with your current information to: info@reproductivewellness.com; or
2. Send a request in writing with your current information to: Reproductive Wellness, Attn: Website Administrator, 2425 Camino Del Rio South, Suite 180, San Diego, Ca. 92108.

If you send an e-mail or letter request, please be sure to include your full name, address, phone number and e-mail address. This will ensure we identify you correctly in our systems and accurately process your request. Please note that opting out of e-mail communications may not opt you out of receiving other hard copy information.

Reproductive Wellness will take appropriate steps to implement your request to opt-out of receiving marketing communications. Please note that due to production, mailing and system timelines, in order to remove you from our marketing lists, it may take up to 10 business days for e-mails. Until that change takes effect, you may still receive marketing communications from us.

Also, please note that even though you may have opted out of receiving marketing communications, you may still receive business-related communications. Please be aware that opting-out of certain third party use may prevent us from providing certain services or products that you request.

2. HOW WE USE AND SHARE USER INFORMATION

Reproductive Wellness may use and share your User Information with third parties, including personally identifiable information, without limitation, in the following manner:

- In response to judicial or other governmental subpoenas, warrants and court orders served on Reproductive Wellness in accordance with their terms, or as otherwise required by applicable law;
- To comply with legal, regulatory or administrative requirements of governmental authorities;
- To protect our rights or property, protect our legitimate business interests, to enforce the provisions of our Privacy Statement and Terms of Use, in cases of customer fraud/disputes, and/or to prevent harm to you or others;

- To protect or defend Reproductive Wellness, our subsidiaries and affiliates and any of their officers, directors, employees, attorneys, agents, contractors and partners, in connection with any legal action, claim or dispute;
- In association with any purchases you make, including the verification, billing, and crediting of your credit card or other payment medium when you make a purchase and notifying you about the status of your purchase and to fulfill and deliver your purchase;
- To provide any products or services that you have requested;
- To send marketing communications and purchase confirmations that you have opted-in to or otherwise agreed to receive;
- To share aggregated statistical or demographic data with our affiliates and/or business partners;
- To provide data with our affiliates and/or business partners to assist us in maximizing our business potential;
- To update your user account with any information we receive from you or from third- parties about you; or
- User Information may be disclosed, sold or otherwise transferred if Reproductive Wellness or its business is sold or offered for sale to another company or person(s), if a petition for relief under the United States Bankruptcy Laws is filed by or against Reproductive Wellness, or if Reproductive Wellness becomes subject to an order of appointment of a trustee or receiver.

We believe that, except where we are compelled by law to disclose your personally identifiable information, you should have a right to choose (opt-out) whether we disclose your personally identifiable information to a third party or use your personally identifiable information for a purpose incompatible with the purpose(s) for which it was originally provided or subsequently authorized by you. Please be aware that opting out of certain third party use may prevent us from providing certain services or products that you request.

When you click on links on our website that take you to third-party websites, you will be subject to the third parties' privacy policies. While we support the protection of privacy on the Internet, Reproductive Wellness cannot be responsible for the actions of any third-party websites. We encourage you to read the posted privacy statement of any and every website you visit, whether you are linking from our website or browsing on your own.

Reproductive Wellness may from time to time provide sponsored links to third-party websites. If you click on a sponsored link, a new window or a new tab containing a third-party's website may appear. Unless you are on the Reproductive Wellness's Website, any time that you have moved to a window, you should assume that your personal information is being collected, used and disclosed in accordance with the privacy policy of this third-party website. If you are unsure as to whose privacy policy applies, please contact us by sending your question to the address below.

3. ACCESS TO AND MANAGING YOUR USER INFORMATION

We believe it is important for you to be able to find out what personally identifiable information you have provided to us through our website. If you have provided us with personally identifiable information, you can contact us to request that we provide you with the personally identifiable information we have in our records about you. We reserve the right to limit the number of times such a request can be made and to charge you for responding to such requests if this process is misused or abused.

We know you want the personally identifiable information we have on record about you to be as complete and accurate as possible. We feel the same way. If you become aware that personally identifiable information or sensitive information you may have provided that we have in our records about you is inaccurate, incomplete, or incompatible with the purposes for which it was provided or subsequently authorized by you, please notify us using the contact information provided below. To inquire about your personally identifiable or sensitive information, and to correct, amend, or delete such information please:

1. Send an e-mail with your current information to: info@reproductivewellness.com; or
2. Send a request in writing with your current information to: Reproductive Wellness, Attn: Website Administrator, 2425 Camino Del Rio South, Suite 180, San Diego, Ca. 92108.

4. WHAT YOU NEED TO DO TO PROTECT YOUR PERSONALLY IDENTIFIABLE INFORMATION

You have several options when deciding how you can best protect your personally identifiable information. One option is simply not to volunteer it. As stated above, this approach would allow you to still visit our website – although it will prevent you, for example, from taking advantage of some of our Website's features including those in the "Community" section or other features.

The Federal Trade Commission's website, www.ftc.gov, also offers useful information about how to protect personally identifiable information provided to a website.

5. WHAT TO DO ABOUT SUSPECTED VIOLATIONS OF THIS PRIVACY STATEMENT

If at any time you believe Reproductive Wellness has not adhered to the policies and principles set forth in this Privacy Statement, please notify us using the contact information provided above. We will make all commercially reasonable efforts to promptly address your concerns.

6. CHANGES TO PRIVACY POLICIES

If we change our Privacy Policy, we will post those changes on our website so you are always aware of what information we collect, how we use it, how we protect it and under what circumstances, if any, we disclose it. Unless we clearly express otherwise, we will use information in accordance with the Privacy Policy under which the information was collected. YOU ARE HEREBY ADVISED THAT YOUR CONTINUED USE OF OUR SITE CONSTITUTES YOUR ACCEPTANCE OF ANY AMENDMENTS TO AND THE MOST RECENT VERSION OF THIS PRIVACY STATEMENT.

7. QUESTIONS OR COMMENTS

If you have any questions or comments concerning our privacy policy, please contact us:

1. Send an e-mail with your current information to: info@reproductivewellness.com; or
2. Send a request in writing with your current information to: Reproductive Wellness, Attn: Website Administrator, 2425 Camino Del Rio South, Suite 180, San Diego, Ca. 92108.

RW HIPAA Policy

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Notice Regarding Privacy of Personal Health Information

UNDERSTANDING YOUR REPRODUCTIVE WELLNESS HEALTH RECORD INFORMATION

Federal regulations developed under the Health Insurance Portability and Accountability Act (HIPAA) require that Reproductive Wellness provide you with this Notice Regarding Privacy of Personal Health Information. The Notice describes (1) how Reproductive Wellness may use and disclose your protected health information, (2) your rights to access and control your protected health information in certain circumstances, and (3) Reproductive Wellness's duties and contact information.

I. PROTECTED HEALTH INFORMATION

"Protected Health Information" (PHI) is health information created or received by your health care provider that contains personal information that may be used to identify you, such as demographic data. It includes written or oral health information that relates to your past, present, or future physical or mental health; the provision of health care to you; and your past, present, or future payment for health care.

II. THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION IN TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS

Each time you visit a hospital, a physician, or another health and healing provider, the provider makes a record of your visit. Typically, this record contains your health history, current symptoms, examination and test results, diagnoses, treatment, and plan for future care or treatment. This information, often referred to as your medical record, may be used in the course of providing treatment, obtaining payment for treatment, and conducting health care operations.

Treatment. Reproductive Wellness may use and disclose your protected health information in the course of the following:

- Basis for planning your care and treatment.
- Means of communication among the many health professionals who contribute to your care.
- Legal document describing the care that you received.

Payment. When needed, Reproductive Wellness will use or disclose your protected health information for the following:

- Means by which you or a third-party payer can verify actual services received and billed for.
- Requests by health insurance companies to demonstrate medical necessity, or for utilization review purposes.

Health Care Operations. Reproductive Wellness may use or disclose your protected health information for management and administrative purposes, and to offer quality health care. This may include the following:

- Medical education.
- Source of information for public health officials charged with improving the health of the regions they serve.
- Assess the appropriateness and quality of care that you received.
- Improve the quality of health care and achieve better patient outcomes.
- Accreditation, certification, licensing, or credentialing activities.
- Reviews and audits such as compliance reviews, medical reviews, legal services, and maintaining compliance programs.
- Business management and general administrative activities.

Other Uses and Disclosures. As part of treatment, payment, and healthcare operations, Reproductive Wellness may also use or disclose your protected health information to: (1) remind you of an appointment or to schedule a phone appointment with one of our health professionals including leaving appointment reminder information on your telephone answering machine; (2) inform you of potential treatment alternatives or options; or (3) communication to your physician and other healthcare professionals after you have left the care of our Reproductive Wellness professionals.

Understanding what is in your health records and how your health information is used helps you to:

- Ensure its accuracy and completeness.
- Understand who, what, where, why, and how others may access your health information.

- Make informed decisions about authorizing disclosure to others.
- Better understand the health information rights detailed below.

III. YOUR RIGHTS UNDER THE FEDERAL PRIVACY STANDARD

Although your health records are the physical property of the health care provider who completed it, you have the following rights with regard to the information contained therein:

- Request restriction on uses and disclosures of your health information for treatment, payment, and health care operations. "Health care operations" consist of activities that are necessary to carry out the administrative and management duties of the providers. We do not, however, have to agree to the restriction. If we do, we will adhere to it unless you request otherwise or we give you advance notice. The right to request restriction does not extend to uses or disclosures permitted or required under the following sections of the federal privacy regulations: § 164.502(a)(2)(i) (disclosures to you), 164.510(a) (for facility directories, but note that you have the right to object to such uses), or 164.512 (uses and disclosures not requiring a consent or an authorization). The latter uses and disclosures include, for example, those required by law, such as mandatory communicable disease reporting. You may also ask us to communicate with you by alternate means, and if the method of communication is reasonable, we must grant the alternate communication request. You may request restriction or alternate communications for treatment, payment, and health care operations.
- Obtain a copy of this notice of information practices. Although we have posted a copy on our website, you have a right to a hard copy upon request.
- Inspect and copy your health information upon request. Again, this right is not absolute. In certain situations, such as if access would cause harm, we can deny access. You do not have a right of access to the following:
 - Counseling notes. Such notes consist of those notes that are recorded in any medium by a health care provider who is a mental health professional documenting or analyzing a conversation during a private, group, joint, or family counseling session and that are separated from the rest of your medical record.
 - Information compiled in reasonable anticipation of or for use in civil, criminal, or administrative actions or proceedings.
 - Protected health information ("PHI") that is subject to the Clinical Laboratory Improvement Amendments of 1988 ("CLIA"), 42 U.S.C. § 263a, to the extent that giving you access would be prohibited by law.
 - Information that was obtained from someone other than a health care provider under a promise of confidentiality and the requested access would be reasonably likely to reveal the source of the information.

In other situations, we may deny you access, but if we do, we must provide you a review of our decision denying access. These "reviewable" grounds for denial include the following:

- A licensed healthcare professional, such as your attending physician, has determined, in the exercise of professional judgment, that the access is reasonably likely to endanger the life or physical safety of yourself or another person.
- PHI makes reference to another person (other than a health care provider) and a licensed health care provider has determined, in the exercise of professional judgment, that the access is reasonably likely to cause substantial harm to such other person.
- The request is made by your personal representative and a licensed health care professional has determined, in the exercise of professional judgment, that giving access to such personal representative is reasonably likely to cause substantial harm to you or another person. For these reviewable grounds, another licensed professional must review the decision of the provider denying access within 60 days. If we deny you access, we will explain why and what your rights are, including how to seek review. If we grant access, we will tell you what, if anything, you have to do to get access. We reserve the right to charge a reasonable, cost-based fee for making copies.
- Request amendment/correction of your health information. We do not have to grant the request if the following conditions exist:
 - We did not create the record. If, as in the case of a consultation report from another provider, we did not create the record, we cannot know whether it is accurate or not. Thus, in such cases, you must seek amendment/correction from the party creating the record. If the party amends or corrects the record, we will put the corrected record into our records.
 - The records are not available to you as discussed immediately above.
 - The record is accurate and complete.

If we deny your request for amendment/correction, we will notify you why, how you can attach a statement of disagreement to your records (which we may rebut), and how you can register a concern. If we grant the request, we will make the correction and distribute the correction to those who need it and those whom you identify to us that you want to receive the corrected information.

- Obtain an accounting of non-routine uses and disclosures, those other than for treatment, payment, and health care operations. We do not need to provide an accounting for the following disclosures:
 - To you for disclosures of protected health information to you.
 - For the facility directory or to persons involved in your care or for other notification purposes as provided in the federal privacy regulations.
 - For national security or intelligence purposes under § 164.512(k)(2) of the federal privacy regulations (disclosures not requiring consent, authorization, or an opportunity to object).
 - To correctional institutions or law enforcement officials under § 164.512(k)(5) of the federal privacy regulations (disclosures not requiring consent, authorization, or an opportunity to object).

- That occurred before April 14, 2003.

We must provide the accounting within 60 days. The accounting must include the following information:

- Date of each disclosure.
- Name and address of the organization or person who received the protected health information.
- Brief description of the information disclosed.
- Brief statement of the purpose of the disclosure that reasonably informs you of the basis for the disclosure or, in lieu of such statement, a copy of your written authorization or a copy of the written request for disclosure.

The first accounting in any 12-month period is free. Thereafter, we reserve the right to charge a reasonable, cost-based fee.

- Revoke your consent or authorization to use or disclose health information except to the extent that we have taken action in reliance on the consent or authorization.

IV. OUR RESPONSIBILITIES UNDER THE FEDERAL PRIVACY STANDARD

In addition to providing you your rights, as detailed above, the federal privacy standard requires us to take the following measures:

- Maintain the privacy of your health information, including implementing reasonable and appropriate physical, administrative, and technical safeguards to protect the information.
- Provide you this notice as to our legal duties and privacy practices with respect to individually identifiable health information that we collect and maintain about you.
- Abide by the terms of this notice.
- Train our personnel concerning privacy and confidentiality.
- Implement a sanction policy to discipline those who breach privacy/ confidentiality or our policies with regard thereto.
- Mitigate (lessen the harm of) any breach of privacy/confidentiality.

We will not use or disclose your health information without your consent or authorization, except as described in this notice or otherwise required by law.

WE RESERVE THE RIGHT TO CHANGE OUR PRACTICES AND TO MAKE THE NEW PROVISIONS EFFECTIVE FOR ALL INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION THAT WE MAINTAIN. IF WE CHANGE OUR INFORMATION PRACTICES, WE WILL MAIL A REVISED NOTICE TO THE ADDRESS THAT YOU HAVE GIVEN US.

V. HOW TO GET MORE INFORMATION OR TO REPORT A PROBLEM

If you believe your privacy rights have been violated, you have the right to forward complaints to the Secretary of the Department of Health and Human Services. Complaints may be provided verbally or in writing. Complaints or questions may be also be directed to our privacy officer. If you have questions and/or would like additional information, you may contact the privacy officer at the following address and telephone number:

**Privacy Officer
Reproductive Wellness
2425 Camino Del Rio South, Suite 180
San Diego, Ca. 92108
ATTN: Privacy Officer**

Effective date: September 20, 2008

RW Website Terms of Use

Welcome

Welcome and thank you for visiting Reproductive Wellness website ("Website") and reviewing our Terms of Use. Reproductive Wellness, LLC, hereinafter collectively referred to as Reproductive Wellness, makes this Website, including all information, documents, catalogs, communications, files, text, graphics, and audio/visual files (collectively, the "Materials") available for your use subject to the Terms of Use set forth in this document. It spells out what you can expect from us and what we expect from you.

1. ACCEPTANCE OF TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING, USING, OR DOWNLOADING IN ANY WAY, WITHOUT LIMITATION, ANY MATERIALS FROM THIS WEBSITE OR MERELY BROWSING THIS WEBSITE, YOU AGREE TO AND ARE BOUND BY THESE TERMS OF USE.

Reproductive Wellness reserves the right to change the Terms of Use at any time, without prior notice to any Website visitor ("User"). YOU ARE HEREBY ADVISED THAT YOUR CONTINUED USE OF OUR WEBSITE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS OF USE AND ANY SUBSEQUENT AMENDMENTS TO THESE TERMS OF USE. If you breach any of the Terms of Use, your authorization to use this Website automatically terminates, and any of the Materials downloaded or printed from this Website must be immediately destroyed.

2. NON-TRANSFERABILITY

A User's right to use this Website is not transferable.

3. MEDICAL DISCLAIMERS

The content of this Website, such as text, graphics, images, and other Material contained on this Website are for informational purposes only and are not intended in any way to substitute for professional medical advice, diagnosis, or treatment. Users are encouraged to develop a professional relationship with physicians and other medical practitioners and regularly consult with them to seek their advice. Never disregard professional medical advice or delay in seeking it because of something you have read, viewed, or heard on this Website. Users should review any information supplied to or on this Website with their own medical professional.

While Reproductive Wellness attempts to prevent unauthorized access to our Website files, such access may occur. Please consider that when deciding what personal medical information you choose to share on or through this Website. Specific information about Reproductive Wellness policy with regard to medical information can be found in our [HIPAA Policy](#).

4. INTELLECTUAL PROPERTY RIGHTS

COPYRIGHT INFORMATION AND PERSONAL AND NON-COMMERCIAL USE LIMITATION

All Materials and the compilation of all content included on this Website are owned or licensed by Reproductive Wellness and protected by United States and international copyright laws. Copyright © 2004-2008. Reproductive Wellness LLC. All Rights Reserved. Reproductive Wellness does not claim ownership of Copyrights owned by third parties.

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NOTICE AND PROCEDURE FOR MAKING CLAIMS UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT

The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on this Website in a way that may constitute copyright infringement, you may provide notice of your claim to Reproductive Wellness's Designated Agent listed below. For your notice to be effective, it must include the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. A description of the copyrighted work that you claim has been infringed upon;
3. A description of where the material that you claim is infringing is located on this Website;

4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted;
5. A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Reproductive Wellness's Designated Agent is:

2425 Camino Del Rio South, Suite 180
San Diego, Ca. 92108
info@reproductivewellness.com

TRADEMARKS

Reproductive Wellness owns trademarks for its many goods and services, including without limitation, *Reproductive Wellness*[™]. These and other Reproductive Wellness graphics, logos and service marks are trademarks of Reproductive Wellness and may not be used without prior written consent of Reproductive Wellness. All other trademarks, product names, and company names and logos appearing on this Website are the property of their respective owners.

IDEAS AND INVENTIONS

All comments, feedback, suggestions, ideas, and other submissions ("Ideas") disclosed, submitted, or offered to Reproductive Wellness in connection with your use of this Website shall be the exclusive property of Reproductive Wellness. User agrees that unless otherwise prohibited by law Reproductive Wellness may use, sell, exploit and disclose the Ideas in any manner, without restriction and without compensation to User.

LINKING

If you have a website and wish to establish temporary or permanent links from your website to this Website, you must request and receive written permission from us.

5. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

Reproductive Wellness respects the privacy of visitors to our Website. Please see Reproductive Wellness's [Privacy Policy](#) relating to the collection and use of your information. User acknowledges and agrees that this Privacy Policy, including but not limited to the manner in which Reproductive Wellness collects, uses and discloses User's personally identifiable information, is incorporated and made part of these Terms of Use. If User does not agree to each and every part of Reproductive Wellness's Privacy Policy, then User should not use this site or submit or post any personally identifiable information on this site. Questions regarding Website privacy issues should be directed to Reproductive Wellness's Webmaster at info@reproductivewellness.com.

6. DISCLAIMERS AND LIMITATION OF LIABILITY

User expressly agrees that use of Reproductive Wellness's Website and service is at User's sole risk. Neither Reproductive Wellness, nor its affiliates, nor any of their officers, directors, or employees, agents, third-party content providers, merchants, sponsors, licensors (collectively, "Providers"), or the like, warrant that websites affiliated with Reproductive Wellness, including but not limited to this Website, will be uninterrupted, error-free, or free of viruses, worms, Trojan horses, keyboard loggers, spyware, adware, malware, harmful or malicious code, or other defects. The information, products and services published on this Website may contain inaccuracies or typographical errors. The Providers make no warranty as to the results that may be obtained from the use of Reproductive Wellness's Website or as to the accuracy, reliability, or currency of any information content, service, or merchandise provided through Reproductive Wellness's Website.

A. DISCLAIMER OF WARRANTIES

THIS WEBSITE IS PROVIDED BY REPRODUCTIVE WELLNESS ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, REPRODUCTIVE WELLNESS AND THE PROVIDERS DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, IMPLIED AND STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS.

REPRODUCTIVE WELLNESS AND THE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, SECURITY OF THE WEBSITE, THE AVAILABILITY OF ANY SERVICES OFFERED ON OR THROUGH THE WEBSITE, OR THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS, INCLUDED ON THIS WEBSITE. ANY MATERIALS DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT

RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK.

NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY REPRODUCTIVE WELLNESS NOR ITS AFFILIATES, NOR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PROVIDERS, OR THE LIKE, SHALL CREATE A WARRANTY OF ANY KIND; NOR SHALL USER RELY ON ANY SUCH INFORMATION OR ADVICE.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

If you are dissatisfied with this Website and/or Materials, your sole and exclusive remedy is to discontinue your use of this Website.

B. LIMITATION OF LIABILITY

REPRODUCTIVE WELLNESS DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THIS WEBSITE OR ANY RELATED SERVICES. THE OPERATION OF THIS WEBSITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE THE CONTROL OF REPRODUCTIVE WELLNESS.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT REPRODUCTIVE WELLNESS AND THE PROVIDERS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF OR INABILITY TO USE THIS WEBSITE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, (EVEN IF REPRODUCTIVE WELLNESS OR ITS PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES).

THE LIMITATIONS OF THIS PARAGRAPH SHALL APPLY NOTWITHSTANDING ANY RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM THIS WEBSITE OR OTHER REPRODUCTIVE WELLNESS WEBSITES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES OR OTHER MALICIOUS CODE, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO REPRODUCTIVE WELLNESS'S RECORDS, PROGRAMS, OR SERVICES, AND WHETHER OR NOT REPRODUCTIVE WELLNESS AND/OR ANY OTHER PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER HEREBY ACKNOWLEDGES THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT, MERCHANDISE, AND SERVICES AVAILABLE THROUGH THIS WEBSITE.

SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON REPRODUCTIVE WELLNESS SERVICES, FROM INABILITY TO USE REPRODUCTIVE WELLNESS SERVICES, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF REPRODUCTIVE WELLNESS SERVICES (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES).

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

If you are dissatisfied with this Website and/or Materials, your sole and exclusive remedy is to discontinue your use of this Website.

7. ONLINE CONDUCT

The User agrees to use this Website only for lawful purposes. Unacceptable uses of the Website include without limitation: (i) engaging in any illegal activity or the planning of any illegal activity; (ii) disseminating or transmitting statements or material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (iii) creating, disseminating or transmitting files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, publicity or other intellectual property rights of any person; (iv) creating a false identity or otherwise attempting to mislead any person as to the identity or origin of any communication; (v) exporting, re-exporting or permitting the downloading of any message, software or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (vi) interfering, disrupting or attempting to gain unauthorized access to other accounts on the Website or any other computer network; (vii) disseminating or transmitting viruses, worms, Trojan horses, RATs, keyboard loggers, time bombs, spyware, adware, cancelbots or any other malicious or invasive code or program; or (viii) engaging in any other activity deemed by Reproductive Wellness to be in conflict with the spirit or intent of this Website.

8. TERMINATION

These Terms of Use are effective until terminated by either party. You may terminate these terms at any time by discontinuing use of the this Website and destroying all Materials obtained from this Website and all copies thereof, whether made under these Terms of Use or otherwise. Your access to the this Website may be terminated immediately without notice from Reproductive Wellness if in our sole discretion you fail to comply with any term or provision of these Terms of Use. Upon termination, you must cease use of this Website and destroy all Materials obtained from this Website and all copies thereof, whether made under these Terms of Use or otherwise.

9. INTERNATIONAL USERS

This Website can be accessed from locations around the world. Reproductive Wellness makes no representations that this Website or the Materials available through it are appropriate for use at other locations outside the United States. Access to this Website from locations where this Website or any of its Materials are illegal is prohibited. If you access this Website from a location outside the United States, you are responsible for compliance with all local and/or international laws.

10. SECURITY

If you use this Website, you are responsible for restricting access to your computer and ensuring that your computer is free from all types of malicious code, spyware, viruses, Trojans, etc. that may track any data you enter via this Website.

Reproductive Wellness reserves the right to monitor all network traffic to this Website to identify and/or block unauthorized attempts or intrusions to upload or change information or cause damage to this Website in any fashion. Anyone using this Website expressly consents to such monitoring.

11. ARBITRATION

Any dispute relating in any way to your visit to Website shall be submitted to confidential arbitration in California, except that, to the extent you have in any manner violated or threatened to violate Reproductive Wellness intellectual property rights, Reproductive Wellness may seek injunctive, equitable, or other appropriate relief in any state or federal court and the User consents to exclusive jurisdiction and venue in the states and federal courts in the State of California. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association (www.adr.org). The arbitrator's award, including attorneys' fees, shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms of Use or Privacy Policy shall be joined to an arbitration involving any other party subject to these Terms of Use or Privacy Policy, whether through class arbitration proceedings or otherwise.

12. APPLICABLE LAW/JURISDICTION

This Website is controlled by Reproductive Wellness from its offices in the State of California. As such, by visiting Reproductive Wellness's Website, even if accessed from a location outside the United States, you agree that the laws of the State of California will govern these disclaimers, terms of use, and privacy statement, without giving effect to any principles of conflicts of laws. Reproductive Wellness reserves the right to make changes to its Website and these disclaimers, terms of use, and privacy statement at any time. User hereby irrevocably and unconditionally consents to jurisdiction in the State of California.

13. WAIVER/SEVERABILITY

The failure of Reproductive Wellness to require or enforce strict performance by User of any provision of these Terms of Use or to exercise any right under them shall not be construed as a waiver or relinquishment of Reproductive Wellness's right to assert or rely upon any such provision or right in that or any other instance.

The provisions of these Terms of Use are intended to be severable. If for any reason any provision of these Terms of Use shall be held invalid or unenforceable in whole or in part by any court of competent jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such determination of invalidity or unenforceability without affecting the validity or enforceability thereof in any other manner and without affecting the remaining provisions hereof, which shall continue to be in full force and effect.

14. STATUTE OF LIMITATIONS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this Website, Terms of Use, or Privacy Policy must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

15. ENTIRE AGREEMENT

These Terms of Use constitute the entire agreement between the User and Reproductive Wellness with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of the Terms of Use or Privacy Policy will be effective only if in writing and signed by Reproductive Wellness.

THE SECTION TITLES IN THE TERMS OF USE AND PRIVACY POLICY ARE FOR CONVENIENCE ONLY AND HAVE NO LEGAL OR CONTRACTUAL EFFECT.

DATE LAST MODIFIED: September 20, 2008

THESE TERMS OF USE MAY BE CHANGED AT ANY TIME, WITHOUT PRIOR NOTICE TO ANY VISITOR

Reproductive Wellness Social Networking Services Terms and Conditions

Last Updated: September 20, 2008

This Social Networking Terms and Conditions Agreement ("Agreement") sets forth the legally binding terms for your use of Reproductive Wellness's Social Networking Services, which include but are not limited to online discussion forums, private messaging, community groups, blogs, wikis, and user profiles (the "Social Networking Services") provided through Reproductive Wellness website. By using the Social Networking Services, you agree to be bound by this Agreement, whether you are a "Visitor" (which means that you simply browse Reproductive Wellness Website, including through a mobile device, or otherwise use the Social Networking Services without being registered) or you are a "Member" (which means that you have registered with Reproductive Wellness). The term "User" refers to a Visitor or a Member. You are only authorized to use the Social Networking Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and the terms of this Agreement. Please read this Agreement and save it. If you do not agree to be bound by this Agreement and to follow all applicable laws, you should leave Reproductive Wellness website and discontinue use of the Social Networking Services immediately. If you wish to become a Member, communicate with other Members and/or make use of the Social Networking Services, you must read this Agreement and indicate your acceptance during the registration process.

This Agreement includes Reproductive Wellness's policy for acceptable use of the Social Networking Services and Content (as defined in Section 6.1 below) posted on or through the Social Networking Services and your rights, obligations and restrictions regarding your use of the Social Networking Services and Content posted on or through the Social Networking Services. In order to participate in certain Social Networking Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions from Reproductive Wellness. Unless otherwise provided by the additional terms and conditions applicable to the Social Networking Services in which you choose to participate, those additional terms are hereby incorporated into this Agreement.

Reproductive Wellness may modify this Agreement from time to time and such modification shall be effective upon posting by Reproductive Wellness on Reproductive Wellness Website. Your continued use of the Social Networking Services after Reproductive Wellness posts a revised Agreement signifies your acceptance of the revised Agreement. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

Please choose carefully the information you post on or through the Social Networking Services and that you provide to other Users. Your Reproductive Wellness profile may not include any form of Prohibited Content, as outlined in Section 8 below. Despite this prohibition, information, materials, products or services provided by other Reproductive Wellness Members (for instance, in their profile) may, in whole or in part, be unauthorized, impermissible or otherwise violate this Agreement, and Reproductive Wellness assumes no responsibility or liability for this material. If you become aware of misuse of the Social Networking Services by any person, please click on the "Contact Us" link at the bottom of Reproductive Wellness website pages and let us know.

Reproductive Wellness reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to deny, restrict, suspend, or terminate your access to all or any part of the Social Networking Services at any time, for any or no reason, with or without prior notice or explanation, and without liability. Reproductive Wellness expressly reserves the right to remove your profile and/or deny, restrict, suspend, or terminate your access to all or any part of the Social Networking Services if Reproductive Wellness determines, in its sole discretion, that you have violated this Agreement or pose a threat to Reproductive Wellness and/or its Users.

1. ELIGIBILITY.

Use of the Social Networking Services and registration to be a Member for the Social Networking Services ("Membership") is void where prohibited. By using the Social Networking Services, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 18 years of age or older; and (d) your use of the Social Networking Services does not violate any applicable law or regulation. Your profile may be deleted and your Membership may be terminated without warning, if we believe that you are under 18 years of age, if we believe that you are under 18 years of age and you represent yourself as 18 or older, or if we believe you are over 18 and represent yourself as under 18.

2. TERM.

This Agreement, and any posted revision to this Agreement, shall remain in full force and effect while you use the Social Networking Services or are a Member. You may terminate your Membership at any time, for any reason, by following the instructions on the Member's Login page. Reproductive Wellness may terminate your Membership at any time, for any or no

reason, with or without prior notice or explanation, and without liability. Even after Membership is terminated, this Agreement will remain in effect, including Sections 5-17.

3. FEES.

You acknowledge that Reproductive Wellness reserves the right to charge for any portion of the Social Networking Services and to change its fees (if any) from time to time in its discretion. If Reproductive Wellness terminates your Membership because you have breached the Agreement, you shall not be entitled to the refund of any unused portion of fees or payments (if any).

4. PASSWORD.

When you sign up to become a Member, you will also be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another Member at any time or to disclose your password to any third party. You agree to notify Reproductive Wellness immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account.

5. USE BY MEMBERS.

The Social Networking Services are for the personal use of Members and may be used for promotional purposes as well, but direct commercial endeavors may only be used if they are specifically endorsed or authorized by Reproductive Wellness. Reproductive Wellness reserves the right to remove commercial content in its sole discretion. Illegal and/or unauthorized use of the Social Networking Services, including collecting usernames, user id numbers, and/or email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to Reproductive Wellness Website, or employing third party promotional sites or software to promote profiles for money, is prohibited. Commercial advertisements, affiliate links, and other forms of unauthorized solicitation may be removed from Member profiles without notice or explanation and may result in termination of Membership privileges. Reproductive Wellness reserves the right to take appropriate legal action for any illegal or unauthorized use of the Social Networking Services.

6. PROPRIETARY RIGHTS IN CONTENT ON REPRODUCTIVE WELLNESS WEBSITE.

6.1 You agree that you will not upload or transmit any communications or content of any type using the Social Networking Services that infringe or violate any rights of any party. By submitting or posting communications or content using the Social Networking Services, you agree that such submission is non-confidential for all purposes.

If you make any such posting or submission, you agree that you will not send or transmit to Reproductive Wellness by email, (including through the email addresses listed on the "Contact Us" link) any communication or content that infringes or violates any rights of any party. If you submit any business information, idea, concept or invention to Reproductive Wellness by email, you agree such submission is non-confidential for all purposes.

If you make any submission or posting of Content through the Social Networking Services, including but not limited to text, files, images, photos, videos, sounds, musical works, works of authorship, or applications ("Content"), or if you submit any business information, idea, concept or invention to Reproductive Wellness by email, you automatically grant or warrant that the owner of such content or intellectual property has expressly granted Reproductive Wellness a royalty-free, perpetual, irrevocable, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed. Reproductive Wellness may sublicense its rights through multiple tiers of sublicenses. If you wish to keep any business information, ideas, concepts or inventions private or proprietary, do not post, communicate, or submit them through the Social Networking Services or to Reproductive Wellness by email.

6.2 The license you grant to Reproductive Wellness for any Content you post through or using the Social Networking Services is non-exclusive (meaning you are free to license your Content to anyone else in addition to Reproductive Wellness), fully-paid and royalty-free (meaning that Reproductive Wellness is not required to pay you for the use on the Social Networking Services of the Content that you post), sublicensable (so that Reproductive Wellness is able to use its affiliates, subcontractors and other partners such as Internet content delivery networks and wireless carriers to provide the Social Networking Services), worldwide (because the Internet and the Social Networking Services are global in reach), perpetual, and irrevocable.

6.3 You represent and warrant that: (i) you own the Content posted by you on or through the Social Networking Services or otherwise have the right to grant the license set forth in this Section 6, and (ii) the posting of your Content on or through the Social Networking Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. You agree to pay for all royalties, fees, and any other monies owing any person or entity by reason of any Content posted by you on or through the Social Networking Services.

6.4 The Social Networking Services contain Content of Reproductive Wellness ("Reproductive Wellness Content"). Reproductive Wellness Content is protected by copyright, trademark, patent, trade secret and other laws, and Reproductive Wellness owns and retains all rights in Reproductive Wellness Content and the Social Networking Services. Reproductive Wellness hereby grants you a limited, revocable, non-sublicensable license to reproduce and display Reproductive Wellness Content (excluding any software code) solely for your personal use in connection with viewing Reproductive Wellness Website and using the Social Networking Services.

6.5 The Social Networking Services contain Content of Users and other Reproductive Wellness licensors. Except as provided within this Agreement, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any Content appearing on or through the Social Networking Services.

6.6 Reproductive Wellness performs technical functions necessary to offer the Social Networking Services, including but not limited to transcoding and/or reformatting Content to allow its use throughout the Social Networking Services.

7. CONTENT POSTED.

7.1 Reproductive Wellness may reject, refuse to post or delete any Content for any or no reason, including Content that in the sole judgment of Reproductive Wellness violates this Agreement or which may be offensive, illegal or violate the rights of any person or entity, or harm or threaten the safety of any person or entity. Reproductive Wellness assumes no responsibility for monitoring the Social Networking Services for inappropriate Content or conduct. If at any time Reproductive Wellness chooses, in its sole discretion, to monitor the Social Networking Services, Reproductive Wellness nonetheless assumes no responsibility for the Content, no obligation to modify or remove any inappropriate Content, and no responsibility for the conduct of the User submitting any such Content.

7.2 You are solely responsible for the Content that you post on or through any of the Social Networking Services, and any material or information that you transmit to other Members and for your interactions with other Users.

7.3 By uploading or posting any media on Reproductive Wellness website, you warrant that you have permission from all persons appearing in your media for you to make this contribution and grant rights described herein. Never post a picture or video of or with someone else unless you have their explicit permission. It is strictly prohibited to upload media of any kind that contain expressions of hate, abuse, offensive images or conduct, obscenity, pornography, sexually explicit or any material that could give rise to any civil or criminal liability under applicable law or regulations or that otherwise may be in conflict with this Agreement.

You agree that you will not upload any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or this Web site.

By uploading any media like a photo or video, (a) you grant to Reproductive Wellness a perpetual, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in the media; and (b) you certify that any person pictured in the submitted media (or, if a minor, his/her parent/legal guardian) authorizes Reproductive Wellness to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the media and any material included in such media; and (c) you agree to indemnify Reproductive Wellness and its affiliates, directors, officers and employees and hold them harmless from any and all claims and expenses, including attorneys' fees, arising from the media and/or your failure to comply with these the terms described in this document.

Reproductive Wellness reserves the right to review all media prior to submission to the site and to remove any media for any reason, at any time, without prior notice, at our sole discretion

8. CONTENT/ACTIVITY PROHIBITED.

The following are examples of the kind of Content that is illegal or prohibited to post on or through the Social Networking Services. Reproductive Wellness reserves the right to investigate and take appropriate legal action against anyone who, in Reproductive Wellness's sole discretion, violates this provision, including without limitation, removing the offending Content from the Social Networking Services and terminating the Membership of such violators. Prohibited Content includes, but is not limited to, Content that, in the sole discretion of Reproductive Wellness:

- 8.1 is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- 8.2 harasses or advocates harassment of another person;
- 8.3 exploits people in a sexual or violent manner;
- 8.4 contains nudity, excessive violence, or offensive subject matter or contains a link to an adult website;
- 8.5 solicits personal information from anyone under 18;
- 8.6 publicly posts information that poses or creates a privacy or security risk to any person;
- 8.7 constitutes or promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- 8.8 constitutes or promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- 8.9 involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," "spamming", or "spoofing";
- 8.10 contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- 8.11 furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- 8.12 solicits passwords or personal identifying information for commercial or unlawful purposes from other Users;
- 8.13 involves commercial activities and/or sales without prior written consent from Reproductive Wellness such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- 8.14 includes a photograph or video of another person that you have posted without that person's consent;
- 8.15 uses sexually suggestive imagery or any other unfair, misleading or deceptive Content intended to draw traffic to the profile; or
- 8.16 violates the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any person.

The following are examples of the kind of activity that is illegal or prohibited on Reproductive Wellness Website and through your use of the Social Networking Services. Reproductive Wellness reserves the right to investigate and take appropriate legal action against anyone who, in Reproductive Wellness's sole discretion, violates this provision, including without limitation, reporting you to law enforcement authorities. Prohibited activity includes, but is not limited to:

- 8.17 criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, spoofing, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets;
- 8.18 advertising to, or solicitation of, any Member to buy or sell any products or services through the unauthorized or impermissible use of the Social Networking Services. You may not transmit any chain letters or junk email to other Members. In order to protect our Members from such advertising or solicitation, Reproductive Wellness reserves the right to restrict the number of messages which a Member may send to other Members in any 24-hour period to a number which Reproductive Wellness deems appropriate in its sole discretion. If you breach this Agreement and send unsolicited bulk email, instant messages or other unauthorized commercial communications of any kind through the Social Networking Services, you acknowledge that you will have caused substantial harm to Reproductive Wellness, but that the amount of such harm would be extremely difficult to ascertain. As a reasonable estimation of such harm, you agree to pay Reproductive Wellness \$50 for

each such unsolicited email or other unauthorized commercial communication you send through the Social Networking Services;

8.19 circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person in circumventing or modifying any security technology or software that is part of the Social Networking Services;

8.20 activity that involves the use of viruses, bots, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware, or otherwise permit the unauthorized use of or access to a computer or a computer network;

8.21 covering or obscuring any part of your personal profile page, or any Reproductive Wellness page via HTML/CSS or any other means;

8.22 any automated use of the system, such as, but not limited to, using scripts to add friends or send comments or messages;

8.23 interfering with, disrupting, or creating an undue burden on the Social Networking Services or the networks or services connected to the Social Networking Services;

8.24 impersonating or attempting to impersonate another Member, person or entity;

8.25 using the account, username, or password of another Member at any time or disclosing your password to any third party or permitting any third party to access your account;

8.26 selling or otherwise transferring your profile;

8.27 using any information obtained from the Social Networking Services in order to harass, abuse, or harm another person or entity, or attempting to do the same;

8.28 displaying an unauthorized commercial advertisement on your profile, or accepting payment or anything of value from a third person in exchange for your performing any commercial activity through the unauthorized or impermissible use of the Social Networking Services on behalf of that person, such as placing commercial content on your profile, posting blogs or bulletins with a commercial purpose, or sending private messages with a commercial purpose;

8.29 using the Social Networking Services in a manner inconsistent with any and all applicable laws and regulations.

9. PROTECTING COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.

Reproductive Wellness respects the intellectual property of others, and requires that our users do the same. You may not upload, embed, post, email, transmit or otherwise make available any material that infringes any copyright, patent, trademark, trade secret or other proprietary rights of any person or entity. Reproductive Wellness has the right to terminate the Membership of infringers.

If you believe your work has been copied and posted on or through the Social Networking Services in a way that constitutes copyright infringement, please follow the procedure outlined in our Website Terms of Use which can be found by clicking on the "Terms of Use" link at the bottom of every Reproductive Wellness Website page.

10. MEMBER DISPUTES.

You are solely responsible for your interactions with other Reproductive Wellness Members. Reproductive Wellness reserves the right, but has no obligation, to become involved in any way with disputes between you and other Members.

11. PRIVACY.

Use of the Social Networking Services is also governed by our Website Terms of Use and our Privacy Policy, both of which are incorporated into this Agreement by this reference.

12. DISCLAIMERS.

Reproductive Wellness is not responsible for and makes no warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content posted on or through the Social Networking Services, whether caused by Users of the Social Networking Services or by any of the equipment or programming associated with or utilized in the Social

Networking Services and such User Content does not necessarily reflect the opinions or policies of Reproductive Wellness. Profiles and third party applications created and posted by Members on Reproductive Wellness Website may contain links to other websites. Reproductive Wellness is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are not necessarily investigated, monitored or checked for accuracy or completeness by Reproductive Wellness. Inclusion of any linked website on the Social Networking Services does not imply approval or endorsement of the linked website by Reproductive Wellness. When you access these third party sites, you do so at your own risk. Reproductive Wellness takes no responsibility for third party advertisements or third party applications that are posted on or through the Social Networking Services, nor does it take any responsibility for the goods or services provided by its advertisers. Reproductive Wellness is not responsible for the conduct, whether online or offline, of any User of the Social Networking Services. Reproductive Wellness assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any User or Member communication. Reproductive Wellness is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on any of the Social Networking Services or combination thereof, including any injury or damage to Users or to any person's computer related to or resulting from participation or downloading materials in connection with the Social Networking Services. Under no circumstances shall Reproductive Wellness be responsible for any loss or damage, including personal injury or death, resulting from use of the Social Networking Services, attendance at a Reproductive Wellness event, from any User Content posted on or through the Social Networking Services, or from the conduct of any Users of the Social Networking Services, whether online or offline. The Social Networking Services are provided "AS-IS" and as available and Reproductive Wellness expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Reproductive Wellness cannot guarantee and does not promise any specific results from use of the Social Networking Services.

13. LIMITATION ON LIABILITY.

IN NO EVENT SHALL REPRODUCTIVE WELLNESS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE SOCIAL NETWORKING SERVICES, EVEN IF REPRODUCTIVE WELLNESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, REPRODUCTIVE WELLNESS'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO REPRODUCTIVE WELLNESS FOR THE SOCIAL NETWORKING SERVICES DURING THE TERM OF MEMBERSHIP.

14. U.S. EXPORT CONTROLS.

Software available in connection with the Social Networking Services (the "Software") is further subject to United States export controls. No Software may be downloaded from the Social Networking Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk.

15. DISPUTES.

The Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard to its conflict of law provisions. You and Reproductive Wellness agree to submit to the exclusive jurisdiction of the courts located within the State of California to resolve any dispute arising out of the Agreement or the Social Networking Services. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY CLAIMS, COUNTERCLAIMS, CROSS-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHER, EACH PARTY HERETO CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF EITHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH PARTY WOULD NOT IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. EACH OF THE PARTIES ACKNOWLEDGES THAT THIS SECTION IS A MATERIAL INDUCEMENT FOR THE OTHER PARTY ENTERING INTO THIS AGREEMENT.

16. INDEMNITY.

You agree to indemnify and hold Reproductive Wellness, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Social Networking Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth in this Agreement and/or if any Content that you post on or through the Social Networking Services causes Reproductive Wellness to be liable to another.

17. OTHER.

This Agreement is accepted upon your use of Reproductive Wellness Website or any of the Social Networking Services and is further affirmed by you becoming a Member. This Agreement constitutes the entire agreement between you and Reproductive Wellness regarding the use of the Social Networking Services. The failure of Reproductive Wellness to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. If any provision of this Agreement is unlawful, void or unenforceable, that provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

I HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

THE SECTION TITLES IN THE TERMS OF USE AND PRIVACY POLICY ARE FOR CONVENIENCE ONLY AND HAVE NO LEGAL OR CONTRACTUAL EFFECT.

DATE LAST MODIFIED: September 20, 2008

THESE TERMS OF USE MAY BE CHANGED AT ANY TIME, WITHOUT PRIOR NOTICE TO ANY VISITOR

International Orders Policy

International Clients,

We are delighted that you have chosen to become a member of Reproductive Wellness family. Welcome! As you may be aware, one aspect of Reproductive Wellness is the prescribing of Chinese herbal formulas to help address your body's imbalances. This is not the only element of our program, but it can be a very beneficial one.

There are two considerations with shipping all products, and particularly herbs, internationally:

1. Risk of seizure by customs
2. Possibility of additional fees for import duties

International clients of Reproductive Wellness have had mixed experiences with receiving their Chinese herbal formulations from U.S.-based sources. Some of our clients have had no problems or additional expenses at all, while others have had difficulties with customs or import duties. We have found there is no way of ensuring what will happen. Every country's policies are different, and those policies can be interpreted differently by different customs inspectors. Thus, it is impossible to predict what will occur with shipping products internationally.

Reproductive Wellness is a small organization. We are unable to monitor every country's import regimes, and there is no way for us to purchase insurance against customs seizure of your order. Consequently, we have the following policy regarding shipping our products internationally:

If you choose to order products from Reproductive Wellness and ship them outside the United States, we will do our best to minimize the risk of customs seizure by completing the paperwork properly, and we will work with you as best we can should your order be held up. However, we will not be able to provide a refund or replacement product if your order is not released. Further, you will be responsible for the payment of any import duties due on the shipment. By ordering, you agree to assume all risk associated with customs seizure and taxes or duties on import of any products purchased from Reproductive Wellness.

To obtain an herbal formula, the first and best option we recommend is for you to identify a Chinese medicine herbal pharmacy locally, if at all possible, and to order your herbs from them. This course will be the least expense and hassle for you. Reproductive Wellness is just beginning to assemble a list of pharmacies identified and recommended by our clients in countries around the world. We have no way of evaluating the standards of these pharmacies and provide this list only for your convenience, but will make you aware of any pharmacy we are aware of in your country if you e-mail us at info@reproductivewellness.com. If you choose to work through a local Chinese herbal pharmacy, please make sure they will accept prescriptions from practitioners who reside out of the country (or out of state). You may want to ask them if their herbs are organic and pesticide free, although this is exceedingly difficult to ensure from Chinese imports. You may also want to ask them if they periodically test their herbs for heavy metal toxins. Although the U.S. Food and Drug Administration (FDA) sometimes tests herbal substances as they are imported and docked prior to distribution, they cannot test every single batch. Thus, as with any other imported food substances, purity cannot be 100% guaranteed, but efforts can be made to ensure the highest quality possible.

A second option for securing your herbs is if you know one or more people traveling to the U.S. and are able to plan ahead for them to receive your herbs for you and return with them. Of course you will require this assistance on an ongoing basis, for as long as you are taking herbs.

We regret that this process must be so difficult for you and look forward to the day that we live in a world where herbal treatment is recognized as a therapy just as or even more valid than conventional Western prescription drugs.

Wishing you the best,

Reproductive Wellness

These International Orders Policy terms constitute the entire agreement between the purchaser and Reproductive Wellness with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or

agreements, written or oral, regarding such subject matter. Any waiver of any provision of the International Orders Policy will be effective only if in writing and signed by Reproductive Wellness.

THE SECTION TITLES (IF ANY) IN THE INTERNATIONAL ORDERS POLICY ARE FOR CONVENIENCE ONLY AND HAVE NO LEGAL OR CONTRACTUAL EFFECT.

DATE LAST MODIFIED: September 20, 2008

THESE TERMS OF USE MAY BE CHANGED AT ANY TIME, WITHOUT PRIOR NOTICE TO ANY CUSTOMER