

RW Website Terms of Use

Welcome

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4. INTELLECTUAL PROPERTY RIGHTS

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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:

Marc Sklar
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San Diego, Ca. 92108
info@reproductivewellness.com

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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.

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7. ONLINE CONDUCT

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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.

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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

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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.

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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.

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DATE LAST MODIFIED: September 20, 2008

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