

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