

## **Terms and Conditions of Use**

**Last updated: March 5, 2018**

**PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE USING THIS FAMILY FERTILITY CENTER WEBSITE.**

**Your access and use of this website, hereafter Site, is subject to and governed by the terms and conditions of use set forth below. Family Fertility Center, hereafter FFC, may revise and update these terms and conditions at anytime and in its sole discretion and such revisions are binding on the site users. Your continued use of this Site will indicate your agreement to be bound by the terms and conditions set forth below. If you do not agree to be bound by the terms and conditions, promptly exit this Site.**

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#### **E. USER SUBMISSIONS.**

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions, or the like, is and will be treated as, non-confidential and non-proprietary. You agree that you will not send or transmit to the Site any communication or content that infringes or violates any rights of any party.

Anything you transmit or post may be used by FFC for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast, and posting. Furthermore, FFC is free to use any ideas, concepts, knowhow, or techniques contained

in any communication you send to the Site for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information.

#### **F.      PRIVACY**

You agree that your use of the Site is also subject to the **Privacy Policy** which is part of these Terms and Conditions. If you are submitting any information from outside of the United States, you are consenting to use of the information by FFC and its business associates in accordance with the FFC Privacy Policy.

#### **G.      INDEMNITY**

You agree to defend, indemnify, and hold FFC and its affiliates, employees, contractors, agents, licensors, suppliers, and Content providers harmless from and against any claims, actions or demands, liabilities and settlements, including, without limitation, reasonable attorneys fees, resulting from, or alleged to result from, your violation of these Terms and Conditions of Use.

#### **H.      CHOICE OF LAW AND VENUE.**

These Terms and Conditions are entered into in the State of Pennsylvania and shall be governed by and construed in accordance with the laws of the State of Pennsylvania, exclusive of its choice of law rules. You expressly agree that exclusive jurisdiction for any dispute with FFC, or in any way relating to your use of the Site, resides in the state and federal courts sitting in the County of Northampton in the State of Pennsylvania; and expressly consent to the exercise of personal jurisdiction in the state and federal courts sitting in the County of Northampton in the State of Pennsylvania in connection with any such dispute including, without limitation, any claim involving FFC and its affiliates, employees, contractors, agents, licensors, suppliers and Content providers. You further agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce these Terms and Conditions, the prevailing party will be entitled to costs and attorneys fees. If any provision of these Terms and Conditions of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. No waiver of any of the

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**I. MODIFICATION TO TERMS AND CONDITIONS OF USE**

FFC may at any time, in its sole discretion, revise these Terms and Conditions of Use by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions of Use to which you are bound.

**J. NO UNLAWFUL OR PROHIBITED PURPOSE.**

As a condition of your use of the Sites, you warrant to Family Fertility Center that you will not use the Site for any purpose that is unlawful or prohibited by these Terms and Conditions.

**K. COMPLETE AGREEMENT.**

Except as expressly provided in a particular "legal notice" on the Site, these Terms and Conditions constitute the entire agreement between you and FFC with respect to the use of its Site and content. If you have any questions about these Terms and Conditions please contact us at:

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