

Terms and Conditions of Use

By accessing or using any of the College Internet properties including, without limitation, www.epamphlets.org, www.clinicalupdates.org, and any others released by the College from time to time (collectively referred to as the "College Web sites") you agree to comply with and be bound by these Terms and Conditions of Use ("Terms of Use"). Please read these Terms of Use carefully as well as the College's [Privacy Statement](#) that is incorporated herein by reference.

If you do not agree to these Terms of Use and the Privacy Statement, you must immediately terminate use of the College Web sites.

1. **Medical Disclaimer – the College is Not a Health Care Provider: Medical Emergencies: Call 911 if you think you may have a medical emergency. DO NOT USE THIS WEB SITE FOR MEDICAL EMERGENCIES.**

All content on this Web site is provided for general informational purposes only and is not intended as a substitute for individualized professional medical advice, diagnosis, or treatment. Never rely on information on this Web site in place of seeking professional medical advice.

2. **License Grant.** You are granted a personal, revocable, limited, non-exclusive, non-transferable license to access and use the College Web sites conditioned on your continued acceptance of, and compliance with, these Terms of Use. You may use the College Web sites and College Content (as defined below) for your noncommercial personal use and for no other purpose. The College reserves the right to bar, restrict or suspend any user's access to the College Web sites, and/or to terminate this license at any time for any reason. The College reserves any rights not explicitly granted in these Terms of Use.
3. **License Restrictions.** Unless otherwise expressly stated in these Terms of Use or unless you receive the College's prior written consent, you may not modify, translate, create derivative works of, copy, distribute, market, display, remove or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, or incorporate into any information retrieval system (electronic or mechanical), the College Web sites, any College Content (as defined below), or any portion thereof. Further, you are prohibited from violating or attempting to circumvent the security of the College Web sites, and you may not (i) use the College Web sites for any unauthorized or illegal purpose or activity including, but not limited to, any activity to obtain or attempt to obtain unauthorized access to the College Web sites, including College Content; (ii) interfere with the proper working of the College Web sites including, but not limited to, the transmission of any virus, worm, trap door, back door, timer, clock, Trojan horse, or other limiting routine, instruction or design; (iii) interfere with any other person's use and enjoyment of the College Web sites; (iv) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (v) attempt to interfere with service to any user, host or network; (vi) forge any TCP/IP packet header or any part of the header information in any email or posting; (vii) use manual or automated software, devices, scripts, robots or other means or processes to access, "scrape," "crawl," or "spider" any College content contained on the College Web sites; or (viii) engage in "framing," "mirroring," or otherwise simulating the appearance or function of the College Web sites.

Violations of system or network security may result in civil or criminal liability.

You agree that it is your responsibility to install anti-virus software and related protections against viruses, Trojan horses, worms, time bombs, bots or other computer programming routines or engines that

are intended to damage, destroy, disrupt or otherwise impair a computer's functionality or operation.

4. **Your Acceptance; Revisions to Terms of Use.** The College Web sites are available only to individuals who can enter into legally binding contracts under applicable law. These Terms of Use constitute a legally binding agreement between you and the College regarding your use and access to the College Web sites. **By using the College's Web sites you agree to the Terms of Use.**

The College reserves the right to revise these Terms of Use at any time in its sole discretion by posting revised Terms of Use to the College Web sites. Your use of the College Web sites signifies your acceptance of all the terms and conditions contained within the Terms of Use posted at the time of your use. You will be responsible for regularly reviewing the Terms of Use posted to the College Web sites. No revision to these Terms of Use, including to the Arbitration provision set forth in Section 21, shall apply to a controversy or claim of which the College had actual notice on or before the date of any such revision.

5. **College Policies; Additional Terms and Conditions.** The College's Privacy Statement, as well as other additional terms and conditions applicable to certain portions of the College Web sites (collectively "Additional Terms and Conditions") are incorporated herein by reference. To the extent that there is a conflict between these Terms of Use and any Additional Terms and Conditions for the activity in which you choose to participate, the Additional Terms and Conditions shall govern.
6. **Click-Through Agreements.** Before using certain areas of the College Web sites you may be asked to indicate your acceptance of additional special terms and conditions by clicking a button marked "I Accept" "I Agree" "Okay" "I Consent" or other words or actions that similarly acknowledge your consent or acceptance of a Click-Through Agreement. To the extent there is a conflict between these Terms of Use and any Click-Through Agreement for the activity in which you choose to participate, the Click-Through Agreement will govern.
7. **Personal Login Information.** Certain features and areas of the College Web sites are available only with registration or login. If you are required to register and select a unique login and password ("Personal Login Information"), you must keep your Personal Login Information confidential. Your Personal Login Information is personal to you and you may not allow any third party to use it under any circumstances. The College is not liable for any harm caused by or related to the theft, misappropriation, disclosure, or unauthorized use of your Personal Login Information. You must contact the College immediately if you become aware of or believe there is or may have been any unauthorized use of your Personal Login Information, or otherwise wish to deactivate your Personal Login Information due to security concerns.
8. **Privacy Policy.** For information about the College's data protection practices and the College's use and protection of your personal information, please read the College's Privacy Statement which is incorporated into and made a part of these Terms of Use.
9. **User Obligations.** You warrant that you will abide by all applicable local, state, national and international laws and regulations with respect to your use of the College Web sites and not interfere with the use and enjoyment of the College Web sites by other users or with the College's operation and management of the College Web sites. You will, at all times, provide true, accurate, current, authorized, and complete information when submitting information or materials on the College Web sites, including, without limitation, information required to be provided through a College Web site registration form. If any false, inaccurate, untrue, unauthorized or incomplete information is submitted by you, the College reserves the right to terminate your access and use of the College Web sites. You warrant that you will not impersonate any other person or entity, whether actual or fictitious, when using the College Web

sites, or defame or otherwise harm any party, including the College, through your use of the College Web sites. You will not transmit spam, bulk or unsolicited communications; forge headers or otherwise manipulate identifiers (including URLs) in order to disguise the origin of any content transmitted through the College Web sites; or misrepresent your affiliation with a person or entity.

10. **Proprietary Rights.** The content of the College Web sites includes, without limitation, (i) the College's and the American Congress of Obstetricians and Gynecologists' trademarks, service marks, logos, brands, and brand names, trade dress and trade names and other distinctive identification (collectively "College Marks"); and (ii) documents, text, information, data, materials, interfaces, computer code, databases, products, services, software applications and tools, images, photographs, audio and video material, and artwork, and (iii) the design, structure, selection, compilation, assembly, coordination, expression, functionalities, applications, look and feel, and arrangement of any content contained in or available through the College Web sites (the items identified in subsections (i) (ii) and (iii) shall be collectively referred to herein as " College Content"). College Content is the property of the College, advertisers, content providers or other third parties and is protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national and international laws, treaties and regulations. The reproduction, transmission, distribution, sale, publication, broadcast, circulation or dissemination of any College Content by you, or by you through any other person or entity, is prohibited unless express written consent is separately obtained from the College or the owner of such content if the College is not the owner. Any use of the College Marks without the College's express written consent is strictly prohibited. You may not alter, delete, obscure or conceal any copyright or other notices appearing in College Content, including any such notices appearing on any College Content you are permitted to download, transmit, display, print, or reproduce from the College Web sites.
11. **Responsibility for Use of the Internet and the College Web sites.** Use of the Internet and the College Web sites is solely at your risk and is subject to all applicable local, state, national and international laws and regulations. The College does not guarantee the confidentiality or security of any communication or other material transmitted to or from the College Web sites over the Internet or other communication network. The College shall not be obligated to correct or update the College Web sites or College Content and the College shall not be liable for omissions, typographical errors, or out-of-date information which may appear on the College Web sites.
12. **Patient Information.** State and federal laws, as well as ethical and licensure requirements, impose obligations with respect to patient information and patient confidentiality that limit your ability to receive, disclose, or make use of patient information, including transmitting patient information to others. You warrant that you will comply with all laws that may directly or indirectly govern your retrieval, use, transmission, processing, receipt, reporting, disclosure, or storage of patient information. You are solely responsible for obtaining and maintaining any patient consents, if applicable, and all other consents or permissions required by law or advisable with respect to your retrieval, use, transmission, processing, receipt, reporting, disclosure or storage of patient information. You shall be solely responsible for your retrieval, use or misuse, transmission, processing, receipt, reporting, disclosure or storage of Patient Information.
13. **Third Party Information.** The College Web sites may feature materials, information, products, and services provided by third parties. Any such information, including but not limited to articles, press clippings, opinions, advice, statements, services, offers or other information made available by third parties such as content providers and other users of the College Web sites are those of the respective third party and not of the College or its affiliates. The College makes no representation with respect to, nor does it guarantee or endorse, the quality, non-infringement, accuracy, completeness, timeliness, or

reliability of such third party materials, information, services or products.

14. **Advertisers.** The College Web sites may contain advertisements of third parties. The inclusion of advertisements on the College Web sites does not imply endorsement of the advertised products or services by the College. The College shall not be responsible for any loss or damage of any kind incurred as a result of the presence of such advertisements on the College Web sites. Further, the College shall not be responsible or liable for the statements or conduct of any third party advertisers appearing on the College Web sites. You shall be solely responsible for any correspondence or transactions you have with any third party advertisers.
15. **Links to Third Party Web sites.** The College Web sites may provide links (including any link through an on-line banner advertisement) to other sites on the Internet for your convenience. These other sites are maintained by third parties over which the College exercises no control. The appearance of any such third party links is not intended to endorse any particular company or product. If you decide to access any of the third party sites linked to from the College Web sites, you do so entirely at your own risk.
16. **Links to College Web sites and College Content.** Third parties who post links to the College Web sites and/or College Content may not use the College trademark or logo and shall not suggest that the College promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, Web sites, content, or information. Any links to any portion of the College Web sites shall be the responsibility of the linking party. The College reserves the right to require any linking party to disable or remove any link that violates the College's rights or causes interruption or deterioration of College Content.
17. **Warranties Disclaimed.** The College Web sites and College Content are provided “as is” and “as available.” Neither the College, the American Congress of Obstetricians and Gynecologists, affiliates, employees, officers, or directors nor any of their agents, their representatives, suppliers, advertisers, promotional partners, or licensors (collectively “College Parties”) provide any express or implied representation or warranty of any kind, including without limitation, any representation or warranty that (i) the College Web sites or College Content, or any results that may be obtained by you, are complete, accurate, reliable or non-infringing; (ii) access to the College Web sites will be uninterrupted, timely, secure, or error free; (iii) the quality of any products, services, information or other material purchased or obtained by you through the College Web sites will meet your expectations; or (iv) College Content will remain unchanged or accessible on the College Web sites. All warranties, express or implied, are disclaimed to the fullest extent permitted by law, including, without limitation, any warranty of merchantability, fitness for a particular purpose, and/or non-infringement of intellectual property.
18. **Limitation of Liability.** The College Parties shall not be liable, and disclaim any liability, for any claim, loss or damage, direct or indirect, including, without limitation, compensatory, consequential, incidental, indirect, special, exemplary or punitive damages of any kind whatsoever in connection with, as a result of, or arising (i) out of the use of or inability to use the College Web sites and/or any College Content; (ii) from any interruption in the availability of the College Web sites and/or College Content; (iii) from any loss of data and/or from any equipment failure; (iv) out of the procurement of substitute goods or services resulting from any problems with the goods, content and/or services purchased or obtained from the College Web sites, or transactions entered into, through or from the College Web sites; (v) from unauthorized access to or alteration of your transmissions or data; (vi) from statements or conduct of any third party on the College Web sites; (vii) from any delay or failure of the College Web sites; (viii) out of the use of, reference to, or reliance on, College Content; (ix) out of any third party materials, information, products and services contained on, or accessed through, the College Web sites; (x) out of any content, materials, accuracy of information, and/or quality of the products, services or materials provided by or advertised on third party Web sites; or (xi) out of any other matter relating to the College Web sites or

College Content.

In the event you are dissatisfied with, or dispute, these Terms of Use, the College Web sites and or the College Content, your sole right and exclusive remedy is to terminate your use of the College Web sites, even if that right or remedy is deemed to fail of its essential purpose. You confirm that the College has no other obligation, liability or responsibility to you or any party related to you.

19. **Indemnification.** To the fullest extent permitted by law, you shall defend, indemnify, and hold harmless the College Parties from and against all claims arising from or in any way related to your use of the College Web sites and/or College Content, a violation by you of these Terms of Use, or any other actions connected with your use of the College Web sites and/or College Content, including any liability or expense, losses, damages (actual and consequential), suits, judgments, litigation costs and attorney fees. The College will provide prompt written notice of any such claims, but failure to provide such notice will not release you from any of your obligations pursuant to this Section except to the extent that you are actually prejudiced by such failure, and will not relieve you from any other liability that you may have to College Parties other than under this Section.
20. **Term and Termination.** These Terms of Use will take effect at the time you begin using the College Web sites. The College reserves the right, with or without notice, at any time and for any reason to deny you access to the College Web sites or to any portion thereof, and to terminate these Terms of Use. These Terms of Use will terminate automatically if you fail to comply with the terms set forth herein. You may terminate these Terms of Use at any time by ceasing to use the College Web sites, but all applicable provisions of these Terms of Use will survive such termination. Upon termination, you must destroy all copies of any portion of the College Web sites, including any College Content, in your possession.
21. **Arbitration; Venue.** Any controversy or claim (“Claim”) you have arising out of or relating to these Terms of Use shall be resolved by a single impartial arbitrator pursuant to proceedings administered by the American Arbitration Association under its rules for resolution of commercial disputes. Any such Claim shall be brought solely by you as an individual and not as part of, or as a representative of, a class. The arbitration shall be held in Washington, D.C. All submissions to the arbitrator, the proceedings and the award shall be confidential. The arbitration shall be conducted on an expedited basis with minimal discovery. The arbitrator’s award shall be final and binding. The courts located in the District of Columbia shall have exclusive jurisdiction and venue over (i) any action concerning the enforcement of an arbitration award, or (ii) if arbitration is not permitted by law, then any Claim you have arising out of or relating to these Terms of Use. You agree to unconditionally and irrevocably submit to the exclusive jurisdiction and venue of such courts and you will not object to such jurisdiction and venue on the grounds of lack of personal jurisdiction, inconvenient forum or otherwise. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OF USE. The College reserves all rights and remedies available to it, in law or equity, with respect to any matter relating to these Terms of Use.

Neither party consents or agrees to any arbitration on a class or representative basis and the arbitrator shall have no authority to proceed with an arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. Any claim or controversy as to the enforceability of this arbitration provision’s restriction on your right to participate in or pursue a class action or class wide arbitration shall be brought only in the courts located in the District of Columbia.
22. **Governing Law.** These Terms of Use and all matters regarding your use of the College Web sites shall be governed by, construed in accordance with, and enforced under the laws of the District of Columbia

applicable to contracts made and executed and wholly performed in the District of Columbia, without regard to choice of law principles. Neither the Uniform Computer Information Transaction Act nor the United Nations Convention on Contracts for International Sale of Goods apply and their applicability is expressly excluded. Printed copies of any and all agreements and/or notices in electronic form shall be admissible in any legal, investigative or regulatory proceedings.

23. **Waiver and Severability.** The failure of the College to exercise or enforce any right or provision in these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be enforced to the fullest extent of the law, and all other provisions shall remain in full force and effect.
24. **Complete Agreement.** These Terms of Use, together with any revisions, any Additional Terms or Conditions incorporated by reference, and any Click-through Agreement, constitutes the entire agreement between you and the College relating to the College Web sites and its use by you, and supersedes any previous written or oral communication regarding use of the College Web sites. The College Web sites are intended to be consistent with and in furtherance of the policies adopted by the College Executive Board.
25. **Contact Information.** If you have any questions or concerns regarding these Terms of Use or the College Web sites, please [visit our "Contact Us" page](#).
26. **Statute of Limitations.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the College Web sites must be filed by you within one (1) year after such claim or cause of action arose or be forever barred.
27. **Use of the College Web sites and College Content outside of the United States.** The College makes no claims regarding access or use of the College Web sites or College Content outside of the United States. If you use or access the College Web sites or College Content outside of the United States, you do so at your own risk and are responsible for compliance with the laws and regulations of your jurisdiction as well as these Terms of Use.

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