

Alliance for Fertility Preservation
Website and Fertility Preservation Services Locator and Referral System
Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE (the "TERMS") CAREFULLY BEFORE USING THE WEBSITE OR THE CLINIC LOCATOR AND REFERRAL TOOL.

The Alliance for Fertility Preservation (the "**Alliance**") makes the website located at www.allianceforfertilitypreservation.org (the "**Website**") available to any visitor accessing the Website for convenience and general information purposes, only. Use of certain functionality on the Website requires creation of an account. For purposes of these Terms, all visitors to, or users of, the Website are referred to as "You" or "Your" as appropriate. The Clinic Locator and Referral Tool (the "**Referral System**") may be accessed through the Website and provides an online mechanism for cancer and reproductive professionals to work together to provide cancer patients with information about and access to treatments for the preservation of fertility.

All access to and use of the Website and the Referral System, including any use or reliance on the information on the Website or through the Referral System, is provided subject to these Terms. By accessing or using the Website or the Referral System or the information therein, for any purposes, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Website or Referral System.

1.0 USE OF THE WEBSITE AND REFERRAL SYSTEM

Purpose

The Alliance is committed to providing information on the preservation of fertility for cancer patients for the use of patients and healthcare professionals. The information available on the Website is for informational purposes only, and is not to be used for commercial purposes. The information available through the Referral System is only for referral and treatment tracking of cancer patients, subject to these Terms, and for no other purpose. You may not use the information gathered from the Website or the Referral System to compile a mailing list or telephone call list for the purposes of surveys, dissemination of product information, commercial concerns, or any other reason.

No Medical Advice

Although medical and health information is published on the Website and may be accessed through the Referral System, neither the Website nor the Referral System is or is intended to be a substitute for proper medical advice, diagnosis, treatment or care. Always seek the advice of a physician or other qualified healthcare provider with any questions you may have regarding a medical condition or a medical service. We encourage you to review all information on the Website and obtained through the Referral System in consultation with your physician if you have any questions. In no event shall the Alliance be liable to you or anyone else for any decision or action taken by you in reliance on information available on the Website or through the Referral System.

Communication through the Website and/or the Referral System, or other electronic means, is not appropriate for all health issues. The Alliance makes no guarantee regarding the response time to inquiries submitted through this Website, the Referral System, email, or other electronic means. **IF YOU THINK YOU HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.** Do not rely on electronic communications for assistance in regard to your immediate, urgent medical needs.

Clinic Locator

The Website contains a tool that allows you or your physicians to search for facilities that offer services related to the preservation of fertility for cancer patients (the "Clinic Locator"). Inclusion of a facility in the Clinic Locator does not constitute a recommendation or endorsement of any specific facility, physician or service provider. All facilities listed in the Clinic Locator chose to participate in the Referral System on a voluntary basis, for the purpose of offering their fertility preservation services to cancer patients. Each facility submitted a self-designated practice descriptor and practice information. The responsibility for selecting a physician, sperm bank and/or a clinic is and must remain that of the patient. We suggest that you make a selection after conducting your own investigation and discussing your selection with a physician or other professional of your choice.

Lawful Use

You agree to use the Website and Referral System only for lawful purposes and further agree not to transmit through the Website or Referral System any material which violates or infringes in any way upon the rights of others; which is obscene, threatening, abusive, defamatory, vulgar, pornographic, profane, indecent, invasive of privacy or publicity rights, or which is otherwise objectionable; or which constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate the law. The Alliance may prohibit or enjoin any conduct or use of the Website or Referral System that restricts or prevents any other visitor from using or enjoying the Website or Referral System, and the Alliance shall have the right to deny access to any user that the Alliance deems unfit to use the Website or Referral System for any reason. **Notwithstanding the above, the Alliance has no obligation to monitor the use of the Website or Referral System; however, it reserves the right to do so.**

No Disruptive Use

You may not use the Website or the Referral System for any disruptive purposes. Without limiting this restriction, you agree not to (a) use the Website or Referral System in a manner that could disable, overburden, damage or impair the Website or Referral System or interfere with another's use of the Website or Referral System; (b) use any robot, spider or other automatic device, process or means to access the Website or Referral system for any purpose; (c) introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (d) attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Website or Referral System, the servers on which the Website or the Referral System are stored or any server, computer or database connected to the Website or Referral System; (e) attack the Website or Referral System via a denial of service attack or a distributed denial of

service attack; or (f) otherwise attempt to interfere with the proper working of the Website or the Referral System.

2.0 CONTENT

The materials, information, images, features, and functionality on the Website and Referral System are collectively referred to as the "Content." All Content is developed by the Alliance or its affiliates and contractors and is owned exclusively by the Alliance.

The Content is protected by copyright and trademark laws. You may not modify, copy, reproduce, republish, upload, post, transmit, distribute, create derivative works of, publicly display, publicly perform or store, in any way, any information, content or material from the Website or the Referral System. Individual users may download a single copy of a portion of the Content for their personal, non-commercial use, and users who are healthcare professionals may download a single copy of any portion of the Content for themselves and for each patient to whom they are providing such information, in each case, provided all copyright and other proprietary notices remain intact on all downloaded materials. You may not sell any of the Content for any reason.

The Alliance endeavors to keep the Content up to date and correct, but it makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the Content.

The Alliance for Fertility Preservation, its logo, and all related names, logos, product and service names, designs and slogans are trademarks of the Alliance or its affiliates or licensors. You may not use such marks for any purpose without the prior written permission of the Alliance. All other names, logos, product and service names, designs and slogans on the Website or the Referral System are the trademarks of their respective owners.

3.0 USER ACCOUNTS

Certain features and functionality of the Website and the entire Referral System are available only with registration, login and/or through a personal account created by you. If you choose, or are provided with, a user name, password, personal account or any other piece of information as part of our security procedures ("**Login Information**"), you must treat such Login Information as confidential, and you must not disclose it to any other person or entity. You acknowledge that your Login Information and account is personal to you and agree not to provide any other person with access to the Website, the Referral Systems or any portions of them using your Login Information or other security information. You agree to notify us immediately of any unauthorized access to or use of your Login Information or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

The Alliance has the right to disable any Login Information at any time in its sole discretion for any or no reason, including if, in its opinion, you have violated any provision of these Terms.

4.0 PRIVACY POLICY

The Alliance is dedicated to protecting your privacy and the privacy of all patients and healthcare professionals who visit the Website and / or use the Referral System, including, but not limited to their particular medical interests. This privacy policy applies to the Website and the Referral Tool. Once you enter another website, via a link provided on the Website or in the Referral System or by other methods, the Alliance is no longer responsible for the privacy practices of the linked site. You should review the privacy statements of those websites as posted on the individual sites.

Information Collected

The Alliance reserves the right to monitor usage of the Website and the Referral System through user statistics.

Website

User statistics for the Website (without use of the Referral System) will not include personally identifiable information. The user statistics for the Website (such as, how many people visit a page, the amount of time users spend on a given page, or the pages that they come from or go to before and after accessing a page) may be used to enhance and improve the Website as well as to collect reports on the use of the Website and the Referral System. Cookie files placed on your machine while you are using the Website or Referral System are only for the purpose of enhancing navigation on the Website or Referral System and we do not retain data collected through cookies for any other purposes. You may disable cookies through your web browser, but certain portions of the Website or Referral System may not operate properly without cookies.

Referral System

User statistics for the Referral System include personally identifiable information, including information provided to create an account. User statistics for the Referral System will include personally identifiable contact information (PII) and personally identifiable health information (PHI). PII includes your name, email address, mailing address, phone number and other similar information that is used to get in touch with you. PHI includes the information about your health conditions, the referrals you are requesting and the treatments you receive. This information is collected only if you provide it to us voluntarily while using the system, or it is provided by one of your healthcare providers with your permission.

Accounts

If you are a healthcare provider/physician, you must establish a user account to access the Referral System. As part of the account set-up, You are required to submit certain PII. If you are a patient, you may personally enter information regarding your medical condition and the services you are seeking or your physician or healthcare provider may enter such information (with your permission). If you enter the information directly for a self-referral, we capture the

information you submit and it is stored in our system, but you do not have to create an account to enter such information.

Use of Information

Personally-Identifiable Contact Information (PII) (*not health information*)

The Alliance uses the personally identifiable information that you enter into the system to provide you with the service or information you requested, namely, fertility preservation services for you (if you are the patient) or for your patient (if you are a healthcare provider). This may include, when appropriate, providing your information to another physician or healthcare provider as part of the Referral System. In addition, the Alliance may use your contact information to send periodic newsletters, updates or other information we believe may be useful to you.

Except as necessary to provide the services required or to send the newsletters, updates and other information as referenced in these Terms, the Alliance will not share your PII with third parties without obtaining prior consent from you.

Personal Health Information (PHI)

The Alliance will never share any of the personal health information you entered on the Website or that was entered on your behalf, other than to provide the services or information you requested, as specified in these Terms. This may include, when appropriate, providing your information to another physician or healthcare provider as part of the Referral System.

The Alliance may use or provide to third parties for appropriate research or academic purposes, de-identified data regarding users of the Website and/or the Referral System, but the deidentified data will not personally identify You.

Referral System

One of the intended purposes of the Referral System is to allow access to patient information between physicians or healthcare providers in order to facilitate timely fertility preservation consultations and treatments for cancer patients. The information stored in the Referral System is confidential and will not be shared outside of that system, except for the purposes of the Alliance performing analysis and research of the de-identified data. All information remains stored in the Referral System and physicians access the information via secured accounts. Physician users or healthcare provider users should not disclose any patient information in the Referral System without the express consent of the patient.

Children's Privacy

Neither the Website nor the Referral System is designed or intended to attract children under the age of 13. If a patient is under the age of 18, a parent or guardian must submit information to the Referral System on the patient's behalf, or the parent or guardian must authorize the physician or healthcare provider to do so. If a parent or guardian accesses the Website or Referral

System on behalf of a person under the age of 18, that parent or guardian is responsible for protecting that patient's personally identifiable information.

California Privacy Rights

Under California Civil Code Section 1798.83, California customers are entitled to request information relating to whether a business has disclosed personal information to any third parties for the third parties' direct marketing purposes. The Alliance will not sell your personal information to third parties for the third party's direct marketing purposes without your consent and will only transfer or share your personally identifiable contact information as stated in this privacy policy. California customers who wish to request further information about our compliance with this statute or who have questions more generally about our privacy policy and our privacy commitments to our customers should <<[Contact Us](#)>>.

5.0 DISCLAIMER

Although the Alliance makes every attempt to keep the Content accurate and up-to-date, the Alliance cannot attest at all times to the accuracy and completeness of the Content. **ALL INFORMATION ON THE WEBSITE AND IN THE REFERRAL SYSTEM IS PROVIDED "AS IS" AND THE ALLIANCE MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, ABOUT THE ACCURACY, COMPLETENESS, TIMELINESS, OR CORRECTNESS OF THE CONTENT. THE ALLIANCE EXPRESSLY DISCLAIMS ALL WARRANTIES REGARDING THE WEBSITE, REFERRAL SYSTEM, THE CONTENT OR YOUR ABILITY TO ACCESS AND USE THE WEBSITE OR REFERRAL SYSTEM, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

Nothing on the Website nor in the Referral System shall be deemed to create any contract between you or a patient and the Alliance or to give a user or a patient any rights against the Alliance for damages of any kind, whether direct, indirect, or consequential.

All Website and Referral System information is subject to change without prior notice. The Alliance makes no warranties or representations concerning the availability or functionality of information contained on the Website or the Referral System or that the Website or Referral System will be accessible on an uninterrupted or error-free basis or that the Website or Referral System, including any Discussion Forums or the servers will be free of viruses or other harmful components or programs.

The Website or Referral System may contain health or medical related materials, which users may find sexually explicit. Opinions expressed by users in the Referral System or elsewhere on the Website are those of the user posting such opinion and do not necessarily reflect the opinions or policies of the Alliance.

6.0 LIMITATION OF LIABILITY OF the Alliance

The use of the Website, the Referral System and Content is at your own risk.

UNDER NO CIRCUMSTANCES SHALL THE ALLIANCE, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RESULTING FROM (1) THE USE OF OR THE INABILITY TO USE THE WEBSITE OR REFERRAL SYSTEM, (2) ANY INTERRUPTION IN THE AVAILABILITY OF THE WEBSITE, REFERRAL SYSTEM OR THE CONTENT; (3) FROM ANY LOSS OF DATA AND/OR FROM ANY EQUIPMENT FAILURE; (4) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA (5) FROM STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE OR REFERRAL SYSTEM; (6) FROM ANY DELAY OR FAILURE OF THE WEBSITE OR REFERRAL SYSTEM; (6) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON THE CONTENT; (8) OUT OF ANY THIRD PARTY MATERIALS, INFORMATION, PRODUCTS AND SERVICES CONTAINED ON, OR ACCESSED THROUGH THE WEBSITE OR REFERRAL SYSTEM; (9) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION AND/OR QUALITY OF THE PRODUCTS, SERVICES OR MATERIALS PROVIDED BY OR ADVERTISED ON THIRD PARTY WEBSITES; OR (10) OUT OF ANY OTHER MATTERS RELATING TO THE WEBSITE, REFERRAL SYSTEM OR CONTENT, EVEN IF THE ALLIANCE HAS BEEN ADVISED OF SUCH A POSSIBILITY. IF YOU ARE DISSATISFIED WITH ANY CONTENT OR PERFORMANCE OF THE WEBSITE OR REFERRAL SYSTEM, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE WEBSITE OR REFERRAL SYSTEM.

When using the Website or Referral System, information users submit will be transmitted via the Internet and such transmission is beyond the control of the Alliance. The Alliance assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Website or Referral System.

The Alliance has the right to fully cooperate with any law enforcement authorities or court order requesting or directing the Alliance to disclose the identity or other information of anyone posting any materials on or through the Website or the Referral System, subject to any restrictions imposed by HIPAA. YOU WAIVE AND AGREE TO HOLD HARMLESS THE ALLIANCE AND ITS SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE ALLIANCE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER THE ALLIANCE OR LAW ENFORCEMENT AUTHORITIES.

7.0 LINKS

To Other Sites

The Alliance has not reviewed the contents of external websites listed on the Website or in the Referral System, nor can the Alliance endorse such websites or the views expressed within. The Alliance is not responsible for the contents, truthfulness or propriety of any links to or from the Website or the Referral System. You acknowledge and agree that the Alliance is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any information, content, goods, or services available on or through any such linked site.

To The Website

You may link to the Website or Referral System only in a way that is fair and legal and does not damage or take advantage of the Alliance's reputation. Links posted to the Website or Referral System or Content thereon may not use the Alliance trademarks or logos and shall not in any way suggest that the Alliance promotes or otherwise endorses any third party products, business relationships, services, causes, campaigns, websites, content, or information. Any links to any portion of the Website or Referral System shall be the sole responsibility of the linking party. You may not use links that cause the Website, Referral System or any portions of them to be displayed, or appear to be displayed by, for example, by framing, deep linking or in-line linking, on any other site. The Alliance reserves the right to require any linking party to disable, alter or remove any link that violates the Alliance's rights or causes interruption or deterioration of the Website or the Referral System.

8.0 INDEMNITY

You agree to defend, indemnify, and hold the Alliance, its officers, directors, employees, agents, moderators and representatives harmless from and against any claims, actions, causes of action, demands, liabilities or settlements, including without limitation attorneys' fees (collectively the "Claims"), resulting from, or alleged to result from, your violation of these Terms, including without limitation, Claims arising out of or resulting from your submission of personally identifiable information or personal health information of yourself or a patient or any third party.

9.0 COPYRIGHT COMPLIANCE

The Alliance has adopted the following policy toward copyright and intellectual property infringement. The address of our Designated Agent to receive notification of claimed infringement ("Designated Agent") is:

The Alliance

Attn: Copyright Agent

[insert address]

[insert address]

copyright@allianceforfertilitypreservation.org

The Alliance respects the intellectual property of others, and we ask our users to do the same. If you believe that material residing on the Website or Referral System infringes your copyright or other intellectual property right, you must send a written notice of the claimed infringement to the Designated Agent listed above. The notice must specify the type of infringement at issue and include the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or intellectual property interest;
2. A description of the work that you claim has been infringed upon;

3. A description of where the material you claim is infringing is located on the Website (in sufficient detail to allow us to locate it on the Website or Referral System);
4. Your address, telephone number, and email address;
5. A statement by you that you have a good-faith belief that the disputed use is not authorized by the owner of the work, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information you submit is accurate and that you are the owner of the intellectual property or authorized to act on the owner's behalf.

Once a proper notice is received by our Designated Agent, we will investigate the allegations in the notice, and if appropriate, remove or disable access to the allegedly infringing material.

10.0 GENERAL INFORMATION

These Terms and your use of the Website and Referral System shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflict of law provisions.

By using the Website or Referral System, you agree that any dispute arising out of or in conjunction with the Website, the Referral System or the use thereof shall be subject to the exclusive jurisdiction of and venue in the state or federal courts sitting in Jefferson County, Alabama.

The failure of the Alliance at any time to enforce any provision of these Terms shall not constitute a waiver of such provision or of any other provision hereof or of the Alliance's right to thereafter enforce any provision hereof.

If any provision of these Terms is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be deemed severed from these Terms and the remainder of the provisions shall remain in full force and effect.

The Alliance maintains and provides the Website and the Referral System from within the United States. The Alliance makes no claim regarding access to or use of the Website, the Referral System or the Content outside of the United States. If you use or access the Website, Referral System or 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.

These Terms represent the entire agreement between you and the Alliance with regard to use of this Website. THESE TERMS CAN BE ALTERED OR AMENDED AT ANY TIME, WITHOUT NOTICE, BY THE ALLIANCE BY POSTING SUCH CHANGES TO THE WEBSITE. YOUR CONTINUED USE OF THE WEBSITE OR THE REFERRAL SYSTEM AFTER SUCH CHANGES ARE POSTED MEANS THAT YOU ACCEPT AND AGREE TO THE CHANGES.

If you have any questions regarding the Website, the Referral System, the Alliance or the Alliance policies, please contact the Alliance.

Effective Date: August 15, 2015