

Center for Advanced Reproductive Services, PC Terms and Conditions of Use of Website

Center for Advanced Reproductive Services, PC Terms and Conditions of Use

BY USING THIS WEBSITE, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THE FOLLOWING CAREFULLY. IF YOU DO NOT AGREE WITH THE FOLLOWING, YOU SHOULD NOT USE THIS WEBSITE.

USE OF THE CENTER FOR ADVANCED REPRODUCTIVE SERVICES, PC WEBSITE AND ITS CONTENT

By accessing and using this Center for Advanced Reproductive Services, PC website (the "Site") you accept without limitations or qualifications, these terms of use ("Terms and Conditions") and applicable laws. Use of the Site constitutes your agreement with these Terms and Conditions. Center for Advanced Reproductive Services, PC may modify, alter or otherwise update these Terms and Conditions at any time without notice, and you agree to be bound by such modifications, alterations or updates.

The Site contains information and material which is derived from other sources and service locations. These service locations may change from time-to-time. The information contained in this Site does not constitute medical advice or medical practice by Center for Advanced Reproductive Services, PC. The information provided is not meant to be a medical opinion about your specific case. Every patient has unique medical issues, which should be discussed with your own physician. You should not use information derived from this Site as a source of your medical care. No material (including but not limited to the text, images, audio and/or video), and no code or software (including but not limited to any images or files incorporated in or generated by the software or data accompanying such software) (individually and collectively the "Materials") may be copied, reproduced, republished, uploaded, posted, publicly displayed, transmitted, or distributed in any way or decompiled, reverse engineered or disassembled. You may download Materials from the Site for your personal, non-commercial use only provided you keep intact all copyright and other proprietary notices. Modification of the Materials or use of the Materials for any other purpose is a violation of Center for Advanced Reproductive Services, PC or such other sources' copyright, trademark and other proprietary rights. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Materials to a human-perceivable form. The use of any such Materials on any other web site or networked computer environment is prohibited.

The Practices described in the Site enable users to locate quality providers nearby. Center for Advanced Reproductive Services, PC have determined that these providers are qualified to join our network, but we make no warranties or guarantees concerning the medical services provided. All patient/physician communications and relationships are the sole responsibility of the patient and physician involved.

Center for Advanced Reproductive Services, PC are not necessarily affiliated with sites which may be linked to the Site and is not responsible for their content ("Linked Sites"). The Linked Sites are for your convenience only, and you access them at your own risk.

The Site may include bulletin boards, blogs, chat rooms, e-mails, and requests for information or other forums ("Forums"). Center for Advanced Reproductive Services, PC is not responsible for any material posted on the Forums, and it is a condition of your use of the Forums and the Site that you shall not upload, transmit, distribute or otherwise publish through such Forums any content which:

Violates any law;

Libels, defames, misleads, is obscene, hateful, racist, harassing, vulgar, pornographic, abusive, threatening, profane or indecent, including images and language;

Infringes any intellectual property rights of a person or entity, including without limitation, violating a copyright or trademark or other proprietary right or derivative works with respect thereto;

Violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights;

In any way exploits any information, software or other material for commercial purposes or which contains advertising, promotion or marketing;

Solicits gambling or engages in any gambling activity;

Contains a virus or other harmful component;

Advocates illegal activity;

Advertises or otherwise solicits funds or is a solicitation of funds for goods or services or solicits any illegal act (collectively, "Non-approved Materials").

While Center for Advanced Reproductive Services, PC do not and cannot review every message posted by users in the Forums and blogs and are not responsible for the content of these messages, Center for Advanced Reproductive Services, PC reserve the right to delete, move, or edit messages that they, in their sole discretion, deem abusive, defamatory, obscene, in violation of copyright or trademark laws, or unacceptable as set forth hereinabove or otherwise. You acknowledge that Center for Advanced Reproductive Services, PC reserve the right to, and may from time to time, monitor any and all information transmitted or received, for operational and other purposes. Use of the Site constitutes consent to such monitoring.

The content of the Site is solely for your personal, noncommercial use only. Any use of the Content not expressly permitted by these Terms and Conditions is a breach of these Terms and Conditions and may violate copyright, trademark, and other laws. The entirety of the content of this Site is a collective work owned by Center for Advanced Reproductive Services, PC and is protected by U.S. and international copyright laws. All elements comprising this Site, including without limitation, the text, site design, logo, icons and images, as well as the selection, assembly and arrangement thereof are the sole property of Center for Advanced Reproductive Services, PC or its licensors, and are protected by U.S. and international copyright laws. All software used in this site is the property of Center for Advanced Reproductive Services, PC or its licensors, and such software is also protected by U.S. and international copyright laws. Permission is granted to electronically display and electronically copy and print hard copy portions of this Site for your own non-commercial use. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance of any content of this site is strictly prohibited. Trademarks, service marks and logos displayed on the Site are the exclusive property of Center for Advanced Reproductive Services, PC unless otherwise stated and may not be used without the express written consent of Center for Advanced Reproductive Services, PC. All rights not expressly granted herein are reserved to In Women's Health Connecticut, Inc. and Physicians for Women's Health, LL C and its licensors. Content and features are subject to change or termination without notice in the editorial discretion of Center for Advanced Reproductive Services, PC.

DISCLAIMERS AND LIMITATIONS ON LIABILITY

Your use and browsing of the Site is at your own risk. If you are dissatisfied with the Site, any of the Materials contained in the Site, or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue accessing and using the Site.

To the fullest extent permissible pursuant to applicable law, under no circumstances, including but not limited to negligence, shall Center for Advanced Reproductive Services, PC, its parent, affiliated companies, affiliates, and their respective directors, officers, employees and agents, or any other party involved in creating or producing, or delivering this Site be liable for any special, direct, incidental, consequential, indirect or punitive damages arising out of your access to, use of or inability to use, the Site. Center for Advanced Reproductive Services, PC is not responsible or liable for any damages to, or infections or contamination of your system, computer, equipment, or other property, or delays, inaccuracies, errors, or omissions arising out of your use of the Site or with respect to the Material contained on the Site whether the Material is provided or otherwise supplied by Center for Advanced Reproductive Services, PC or anyone else. In no event shall Center for Advanced Reproductive Services, PC total liability for all losses, damages, and causes of action (whether in contract, tort [including but not limited to negligence] or otherwise) exceed the amount paid by you, if any, for accessing the Site. The Site and all Materials contained on it are distributed and transmitted "as is" without representations or warranties or guarantees of any kind, either express or implied, including, without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, or non-infringement. The entire risk as to the quality, accuracy, adequacy, completeness, correctness, and validity of any Material rests with you.

Center for Advanced Reproductive Services, PC cannot ensure that you will be satisfied with any services that may be promoted on the Site or that you may purchase from a third-party site that may be on, or links to or from the Site, since such products and services may be owned and operated by independent retailers. Center for Advanced Reproductive Services, PC does not endorse any of the products or services, nor has Center for Advanced Reproductive Services, PC taken any steps to confirm the accuracy or reliability of, any of the information contained in such advertisements or third-party sites. Center for Advanced Reproductive Services, PC does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against Center for Advanced Reproductive Services, PC, its parent, affiliated companies, affiliates and their respective directors, officers, employees and agents with respect to such sites. Center for Advanced Reproductive Services, PC strongly encourages you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

You agree to defend, indemnify, and hold Center for Advanced Reproductive Services, PC, its officers, directors, employees, agents, affiliates, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms and Conditions.

General

This agreement is effective until terminated by either party. You may terminate this agreement at any time by destroying all Materials obtained from the Site and all related documentation and all copies and installations thereof, whether made under the terms of this agreement or otherwise.

This agreement will terminate immediately without notice from Center for Advanced Reproductive Services, PC Center for Advanced Reproductive Services, PC' sole discretion for any reason whatsoever. Center for Advanced Reproductive Services, PC reserve the right to modify or discontinue this Site, or any portion thereof without notice to you or any third party.

Upon termination by Center for Advanced Reproductive Services, PC, you must destroy all Materials obtained from this Site and all copies thereof, whether made under the terms of this agreement or otherwise.

This Site is controlled and operated by Center for Advanced Reproductive Services, PC from its offices in Connecticut, the United States of America. Center for Advanced Reproductive Services, PC makes no representations or warranties that Materials in this Site are appropriate or available for use in other locations. Those who choose to access this Site from other locations do so at their own risk and are responsible for compliance with any and all local laws, if and to the extent local laws are applicable. No software from this Site may be downloaded, exported or re-exported into (or to a national or resident of) any countries that are subject to U.S. export restrictions.

Software from this Site is further subject to United States export controls and may not be downloaded by any person or entity prohibited by any U.S. law, rule, regulation, or order or otherwise exported or re-exported into any country to which the U.S. has embargoed goods.

This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut without giving effect to any principles of conflicts of law. Any action you bring to enforce this agreement or any matters related to this Site shall be brought in either the State or Federal Courts located in Hartford, Connecticut. If any provision of this agreement is void or unenforceable in whole or in part, the remaining provisions of this agreement shall not be affected thereby.

These Terms and Conditions and any other posted operating rules constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral, between Center for Advanced Reproductive Services, PC representatives and you. No waiver by Center for Advanced Reproductive Services, PC of any breach or default hereunder shall be deemed a waiver of any subsequent breach or default. The titles used in these Terms and Conditions are used for convenience only and are not to be considered in construing or interpreting these Terms and Conditions.

Except as expressly provided in a particular "legal notice" on the Site, these Terms and Conditions constitute the entire agreement between you and Center for Advanced Reproductive Services, PC with respect to the use of the

Center for Advanced Reproductive Services, PC Site and Materials. If you have any questions about these Terms and Conditions please contact us at:

Center for Advanced Reproductive Services, PC
2 Batterson Park Road
Farmington, CT 06032